

- any member of the Authority Group and/or any Successor Operator(s) and transfer of or access to Data to any member(s) of the Authority Group and/or any Successor Operator(s);
- 2.1.1.7. implications of the transfer of the relevant Services (or services similar to the Services) including any applicable Third Party software licences and configurations for the Service Provider's requirements under the performance regimes;
- 2.1.1.8. details of the transfer of assets, where appropriate and a timetable for the handback of relevant assets including all Authority Assets;
- 2.1.1.9. NOT USED
- 2.1.1.10. details regarding the transfer of the relevant Service Provider Personnel, as required by TUPE, and information regarding all the Service Provider Personnel who are engaged in the performance of the Service Provider's obligations under the Contract and such other information as set out at Clause 37 (Transfer of Employees on Expiry or Termination), and ongoing access to Key Personnel or any other personnel who the Authority considers key for a smooth transition of Services (or services similar to the Services) to any member(s) of the Authority Group and/or any Successor Operator(s);
- 2.1.1.11. all relevant Data regarding the Services including Service Provider information in such form as the Authority and/or any Successor Operator(s) may reasonably require;
- 2.1.1.12. NOT USED; and
- 2.1.1.13. such other details or information as the Authority may reasonably require.
- 2.1.2. The Handback Plan shall, in accordance with the process set out in paragraphs 2.1.3 to 2.1.5 below:
- 2.1.2.1. make reasonable assumptions using the Service Provider's experience under the Contract as to how the Services can be transferred to a member of the Authority Group and/or any Successor Operator(s) (at the Authority's direction), with details of mitigation actions until such time when the Authority and/or any Successor Operator(s) have defined what such arrangements will be implemented by the Authority and/or any Successor Operator(s) in any future Authority and/or Successor Operator(s) transition plan(s); and
- 2.1.2.2. NOT USED.
- 2.1.3. The Service Provider shall submit a draft Handback Plan to the Authority no later than the earlier of the 1st anniversary of the Service Commencement Date or as required by the Authority in relation to termination of the Contract. The Service Provider shall finalise the Handback Plan:
- 2.1.3.1. not later than six (6) months after the 1st anniversary of the Service Commencement Date, taking due account of the Authority's comments; or

2.1.3.2. as required by the Authority in relation to a termination of the Contract pursuant to Clause 34 (Breach and Termination of Contract)

(as applicable).

2.1.4. Save as specified in any Successor Plan, all Handback Plans delivered to the Authority shall:

2.1.4.1. in respect of the first Handback Plan due by the Service Provider:

2.1.4.1.1. cater for all Services to have phased End Dates;

2.1.4.1.2. unless otherwise specified by the Authority, be based on handback to a single member of the Authority Group or Successor Operator; and

2.1.4.1.3. be based on any other information reasonably specified by the Authority and/or where necessary any other reasonable assumptions (which shall be explicitly set out in the Handback Plan); and

2.1.4.2. in respect of each Handback Plan thereafter, cater for different Services having phased or staggered End Dates to the extent specified by the Authority in the most recent Successor Plan and/or take account of any notice served by the Authority pursuant to Clause 34.9.

2.1.5. The Service Provider shall, as soon as reasonably practicable and in any event within two (2) months of the first Successor Plan being provided to it, deliver to the Authority an updated Handback Plan which shall reflect such Successor Plan. Thereafter, the Service Provider shall, within one (1) month following its receipt of a change to the Successor Plan, review, update and submit to the Authority for approval a revised Handback Plan which reflects such revised Successor Plan.

2.1.6. The Service Provider shall consult fully with the Authority in relation to the preparation of each version of the Handback Plan, and shall take full account of the Authority's comments.

2.1.7. The Service Provider shall, within fourteen (14) days of receipt of a notification from the Authority, amend the latest Handback Plan to correct identified non-conformities, incorporate any other comments or feedback from the Authority and resubmit it to the Authority. The Authority shall, within fourteen (14) days of resubmission of the Handback Plan, notify the Service Provider of any remaining or new non-conformities. Subject to Clause 33 (Dispute Resolution) and without limiting the Authority's right to issue a Required Variation (including in relation to any aspect of the Handback Plan, the procedure in this paragraph 2.1.7 shall be repeated until the Handback Plan is free from non-conformities and agreed and confirmed by the Authority in writing.

2.2. NOT USED

2.2.1.

3. NOT USED

4. Reports and Meetings

4.1. NOT USED

4.2. Performance Reports and Meetings

- 4.2.1. The Service Provider shall report on progress of handback in the Service Performance Report and matters affecting handback shall be discussed at the Service Review Meeting.

12 SCHEDULE 12 - NOT USED

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13 SCHEDULE 13 - NOT USED

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14 SCHEDULE 14 - ASSURANCE

1. Overview

- 1.1. The Service Provider shall provide Assurance to the Authority to ensure the Authority gains the necessary levels of confidence that the Service Provider is complying with its obligations under the Contract and, in particular, in relation to the delivery of the Services.
- 1.2. The purpose of the Assurance process set out below is to provide clarity and visibility of the methods by which the Authority will gain Assurance.
- 1.3. In relation to a project or a programme, the Service Provider shall propose how it plans to Assure the Authority that it will comply with its Contract obligations. The Authority may at its sole discretion require additional Assurance activities.
- 1.4. Given the size and complexity of the Services and the Authority's business, the Service Provider agrees that several different business units and groups internal and external to the Authority may be affected by Changes, and may require to be involved in the Assurance process at different times and to varying levels. Notwithstanding this, the Contract Manager shall be the Authority's prime point of contact with the Service Provider in accordance with Clause 13 (Operational Management).

2. General Assurance Process

- 2.1. The Service Provider shall ensure that the Authority gains Assurance:
 - 2.1.1. through the Service Provider's maintenance and submission of the documentation and information set out in Clause 9 (Major Incident Management) and in Schedules 3 (Transition) to 11 (Handback of Service) inclusive;
 - 2.1.2. through the processes set out in Schedule 8 (Service Management);
 - 2.1.3. NOT USED; and
 - 2.1.4. through a programme of Assurance audits in accordance with paragraph 3 of this Schedule, Assurance Events and/or milestones as provided for under the Contract.
- 2.2. The Service Provider acknowledges and agrees that the Authority may use (as the Authority sees appropriate), as a minimum, the following general methods throughout all phases of the Assurance process as a means of gaining Assurance regarding the Service Provider's performance:
 - 2.2.1. assessing the Service Provider's approach to identifying, evaluating and resolving emerging issues and unforeseen problems;
 - 2.2.2. auditing the Service Provider's processes and operations against the documents submitted by the Service Provider;
 - 2.2.3. measuring the Service Provider's performance for compliance with the Service Levels set out in Schedule 8 (Service Management);

2.2.4. reviewing the Service Provider's performance in the achievement of identified events in individual project or programme plans; and

2.2.5. reviewing the Service Provider's performance at regular meetings.

3. TfL Assurance Audit Programme

- 3.1. The Authority and/or its nominees shall be entitled to conduct formalised Assurance audits throughout the Term pursuant to Clause 24 (Records, Audit and Inspection) and may develop the TfL Assurance Audit Programme (being a programme of audits which the Authority proposes to undertake as part of the Assurance process) which it may maintain and issue to the Service Provider from time to time. The TfL Assurance Audit Programme will form the basis of the Authority's and/or its nominees' Assurance audits but shall not be construed as exhaustive.
- 3.2. The TfL Assurance Audit Programme shall be a twelve (12) month rolling programme of audits which shall be reviewed, updated and re-issued at least every twelve (12) months by the Authority to the Service Provider.
- 3.3. The Authority and/or its nominees shall carry out Assurance audits to check the Service Provider's compliance with the documents developed in response to the requirements of the Contract and any or all of the processes, procedures, documentation, methods of working, testing, commissioning and operations detailed therein.
- 3.4. The Authority shall, without prejudice to Clause 24 (Records, Audit and Inspection) and at least seven (7) Business Days in advance of each scheduled audit listed in the TfL Assurance Audit Programme, confirm that the audit shall take place and shall provide the Service Provider with such further information to ensure that the audits are carried out in an efficient manner with minimum disruption to the Service Provider's day-to-day operations. The Authority shall provide a detailed scope of each scheduled audit and where appropriate a list of the topics or questions to be covered so that the Service Provider can properly prepare for the Assurance audit.
- 3.5. The Authority and/or its nominees may carry out some Assurance audits and inspections without prior notice in accordance with the provisions of Clause 24 (Records, Audit and Inspection).
- 3.6. In areas of persistent or significant non-compliance by the Service Provider with its obligations pursuant to this Contract, the Authority shall be entitled to require the Service Provider to provide a report on such non-compliance and the Service Provider shall either provide a detailed report within five (5) Business Days of each such request by the Authority or agree with the Authority within five (5) Business Days an action plan for producing a report. The Service Provider shall also attend such meetings to discuss areas of persistent or significant non-compliance as the Authority reasonably requires.

4. Corrective Action Notices

- 4.1. After each Authority Assurance audit in accordance with paragraph 3 of this Schedule and/or Clause 24 (Records, Audit and Inspection) the TfL Contract Manager will prepare an audit report reviewing the Service Provider's performance. Copies of Contract Manager's Assurance audit reports shall be issued to the Service Provider along with any comments or observations. If the