

			relevant.
<b>Personalisation</b>			
Took ownership of call and provided the best solution focussed on the customer (OWNERSHIP & PRO-ACTIVENESS)	Failed to take ownership or passed to another area when not needed. Seemed disinterested. Offered no real solution leaving customer frustrated	NA	Took full responsibility and explained what they would do for the customer. Exceeded what was expected of them (if appropriate). Explained fully what could be done, or what was being actioned. Went the 'extra mile' for the customer, where relevant.
Used appropriate interpersonal skills - apologised/ empathised/ acknowledged customer emotions. Kept control of own emotions throughout the entire call. (FRIENDLINESS)	Showed little or no interest, failed to apologise, and lacked empathy. Became emotive when challenged by customer. Reacted defensively. Failed to treat the customer as an individual and did not make any effort to make them feel valued.	NA	Understood or Listened and empathised with customer. Apologised (where appropriate) in a timely fashion and sounded sincere. Remained calm and in control throughout. Treated the Customer as an individual and made them feel valued.
Appropriate Pace, Pitch, Articulation and Tone (POLITENESS)	Fails to build rapport with customer by not adapting tone, inflection, and pace of speech appropriately. No attempt to change tone to calm irate customer. No use of active verbal nods to acknowledge the customer's points	Gave information correctly but was not warm and did not fully adapt to customer's communication style. Or pace of conversation was too slow/fast. Did not adapt tone for irate customer	Professional, articulate and well paced. Warm & friendly response that adapted to customer's communication style throughout the entire call. Where customer is irate, used appropriate tone. Used active verbal nods to acknowledge the customer's points
Provided accurate information in a clear and confident manner using jargon free language on Call (EFFICIENCY & EAGERNESS)	Used a number of terms/references unfamiliar to customer. Information given was inaccurate or unclear. Did not fully explain information clearly enough or used some unfamiliar jargon. Hesitated or rushed.	N/A	Provided accurate information in a courteous, clear and confident manner using jargon free language (or if jargon used, explained what they meant). Did not hesitate and did not rush.

Criteria	Questions about the SP Agent	(0) Not Achieved	(1) Partially Achieved	(2) Achieved
<b>Behaviours</b>	Use the appropriate greeting /salutation?		NA	
	Maintain communication during call and/or give explanations for any gaps in communication during enquiry?			
	Ask permission, explain why, advise for how long the customer was being placed on hold, and thank them upon return?		NA	
	Inform the customer of transfer in advance and explain why?		NA	
	Set the customer's expectation where a warm transfer was not possible?		NA	
	Give their name and thank customer for calling? (name given where appropriate)		NA	
<b>Compliance</b>	Correctly identify and verify (ID&V) customer and obtain correct customer details? (if required)		NA	
	Ask data protection question/inform the customer before creating an online account? (if relevant to the call)		NA	
	Provide the customer with a customer service (reference) number for the call? (where relevant)			
<b>Enquiry Channelling</b>	Ask the customer if they needed any further help? (where appropriate)		NA	
	Offer alternatives/additional information to empower customer to self-serve in future? (if appropriate)			
<b>Query Resolution</b>	Actively listen and clearly paraphrase key points back to customer to check that they understood the reasons for the customer's call?			
	Check that the customer understood the information provided? (if necessary)			
	Take the most appropriate follow up actions to assist the customer once first call resolution was not possible?			
	Provide clear and realistic timescales?			
	Record accurate and relevant information on the service ticket in MS Dynamics?		NA	
<b>Personalisation</b>	Took ownership of call and provided the best solution focussed on the customer (OWNERSHIP & PROACTIVENESS)			
	Used appropriate interpersonal skills - apologised/ empathised/ acknowledged customer emotions. Kept control of own emotions throughout the entire call. (FRIENDLINESS)		NA	
	Maintained an appropriate Pace, Pitch, Articulation and Tone (POLITENESS)			
	Provided accurate information in a clear and confident manner using jargon free language on call (EFFICIENCY & EAGERNESS)			

## ANNEX 4 – TOP 50 QUALITY CRITERIA

Timely	Time to get through, hold, call length	20 points
Easy to Use	IVR, easy to understand, transfers	20 points
Reliable	Easy to hear, no technical issues, enquiries resolved	20 points
Knowledgeable	Technical knowledge and ability to resolve enquiry	20 points
Personalised	Softer skills, manner, willingness, empathy	20 points
Experience	Satisfaction, perceptions, recommendations	Not Scored

Timely - Calls	Points	Points lost if:
Through to a CSA on first attempt	3 points	Sliding scale dependent on number of attempts
Through to a CSA in 1 minute	10 points	No helpful messages/not thanked for waiting
Not put on hold or following "warm" hold process	5 points	If hold: no explanation and estimate of wait time
Length of call reasonable	2 points	Over eager to end call/resolution took too long
<b>Total</b>	<b>20 points</b>	

Ease to Use - Calls	Points	Points lost if:
CSA speaks clearly/good pace. Fluent English	2 points	Unclear pace, language, not fluent
IVR layers	5 points	2+sliding scale of lost points. 4+ is zero
IVR layer options	4 points	More than 5 options in any one layer
Not asked for details more than once	1 points	Repeating information already given in IVR
Not transferred or "warm" transfer process	8 points	Transfers not well handled/call back required repetition of enquiry
<b>Total</b>	<b>20 points</b>	

Reliable - Calls	Points	Points lost if:
No Cut offs/No background noise	3 points	Caller cut off or heard background noise
No technical problems	2 points	CSA technical/system issues accrued
Enquiry resolved completely or call back offered & happened	15 points	Name/reference number not given/time of call back not agreed
<b>Total</b>	<b>20 points</b>	

Knowledgeable - Calls	Points	Points lost if:
Product/technical knowledge	10 points	Sliding scale of Excellent to Poor
Ability to resolve	10 points	Sliding scale of Excellent to Poor
<b>Total</b>	<b>20 points</b>	

Personalised - Calls	Points	Points lost if:
CSA introduced themselves by name	1 point	No introduction
"Soft" skills	16 points	Okay, Below Average, Poor = 0
Anything else they could help with/Checking if caller happy	1 points	Not checking with caller or offering further assistance
Thanked caller	2 points	No thank you
<b>Total</b>	<b>20 points</b>	

Timely	Email acknowledgement and full response times	20 points
Easy to Use	Clear email subject, format, further contact details, no jargon	20 points
Reliable	Email spelling, grammar and accuracy of personal details used, security	20 points
Knowledgeable	Technical knowledge and ability to resolve enquiry	20 points
Personalised	Softer skills, manner, willingness, empathy	20 points
Experience	Satisfaction, perceptions, recommendations	Not Scored

Timely - Emails	Points	Points lost if:
No problems sending emails	2 points	Email is undelivered
Acknowledgement email received	5 points	Sliding scale from 10+minutes. 0 if none is received
Acknowledgement email clarified full response timing	3 points	No clarification of expected response time
Full email response within 5 working days	10 points	Sliding scale from 1+ working day until 5 days
<b>Total</b>	<b>20 points</b>	

Ease to Use - Emails	Points	Points lost if:
Clear email subject	4 points	No / unclear subject line
No email/technical jargon	4 points	Jargon/technical terms used
Offer of further contact in email	4 points	No reference to further contact (even if no other channels)
Named staff member or department on email/contact number	6 points	Not including phone number or point of contact
Email in acceptable format	2 points	No consistent font, size, colour, layout, caps, bold
<b>Total</b>	<b>20 points</b>	

Reliable - Emails	Points	Points lost if:
Email spelt correctly	5 points	Spelling mistakes
Email reads well	5 points	Grammatical errors
Accurate customer details	5 points	Name spelled incorrectly; other personal detail inaccurate
Email took account of security	5 points	Security breaches (password, credit card details, etc.)
<b>Total</b>	<b>20 points</b>	

Knowledgeable – Emails	Points	Points lost if:
Email answered enquiry	14 points	Not completely answering enquiry
Follow up available if enquiry not completely answered	2 points	Not referencing the fact that email could not resolve enquiry
Excellent product and technical knowledge	6 points	Poor product and technical knowledge
<b>Total</b>	<b>20 points</b>	

Personalised - Emails	Points	Points lost if:
Includes name and job title/department of sender	3 points	No email signature
"Soft" skills	10 points	Okay, Below Average, Poor = 0
Tailored email response	3 points	Reading as a generic/template response
Thanked emailer	4 points	No "thank you" at any point in the email
<b>Total</b>	<b>20 points</b>	

## APPENDIX 5 – DATA MIGRATION INFORMATION

### Photocard Database Technical Summary

#### 1.1 Introduction

This document provides technical details for the Oracle Photocard/Innovator Database. The database is referred to as the “Photocard Database” in this document.

The Innovator system provided and used by the Existing Service Provider is a comprehensive card/cardholder management system which provides the Existing Service Provider and the Authority with an internal view of applications received either via hard-copy or on-line routes. Innovator provides facilities for searching, viewing, modifying and reporting on applications.

The Photocard primary RAC database is hosted on the shared IS Zone RAC Cluster database in DC(a). The Oracle Physical standby database is located in DC(b).

The Photocard Database is configured to use Oracle Dataguard as a standby solution for disaster recovery.

The details provided in this Appendix is based on the data as of March 2016, and therefore subject to change for the Transition.

#### 1.2 Database Server Details

##### 1.2.1 Hardware

Configuration	Value
Operating System	SunOS
File System(GB)	2285.47
Memory Size(MB)	523776
Model Name	SPARC T4-4

##### 1.2.2 CPU

Processor	Value
CPU Sockets	4
CPU Cores	32
CPU Threads	256

#### 1.3 Database Version

##### 1.3.1 Database options and Feature Usage

Below is a summary of the licensed features of the Photocard Database.

License Pack Name	Type	Currently Used
Data Masking Pack	Cluster Database	FALSE
Database Diagnostics Pack	Cluster Database	TRUE
Database Tuning Pack	Cluster Database	FALSE
Oracle Database Lifecycle Management Pack	Cluster Database	FALSE
Test Data Management Pack	Cluster Database	FALSE

### 1.3.2 Oracle Database Patchset

The latest patchset security update applied to the database server.

Patch Description	Applied
ORACLE JAVAVM COMPONENT 11.2.0.3.1 DATABASE PSU (OCT2014)	Y
Database Patch Set Update : 11.2.0.3.12 (19121548)	Y

## 1.4 Database Storage

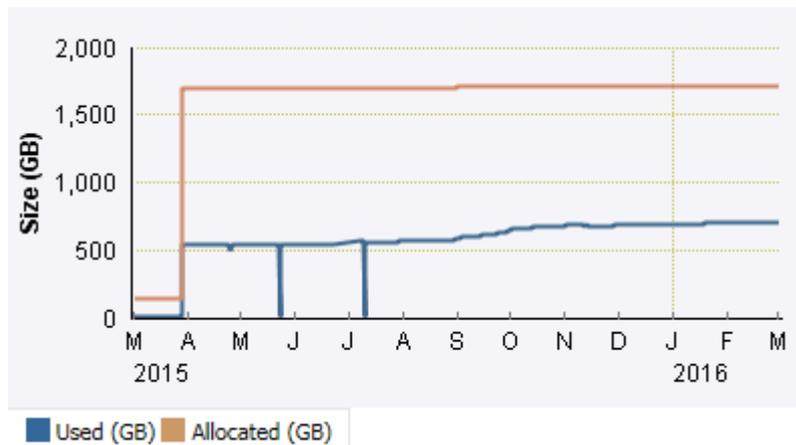
### 1.4.1 Database Size

The Photocard Database size is approximately 772GB used, with 1Tb of available storage for future growth.

Database Space Usage	GB
Allocated (GB)	1724.16
Used (GB)	722.47
Allocated Free Space (GB)	1,001.69

### 1.4.2 Database Historical Space Usage

The graph below displays the space usage represented by the total space usage for all tablespaces, for 2015-2016.



### 1.4.3 Tablespace Allocation

The table below lists the tablespaces for the Photocard Database and the current space utilization.

Tablespace	Size (MB)	Used (MB)	Free (MB)	Used (%)
TFL_BTPOlice_INDX	100.00	25.9	74.1	25.88
TFL_CITYPOlice_INDX	100.00	7.3	92.8	7.25
USERS	833.00	793.1	39.9	95.21
TFL_16PLUS	1024.00	1.1	1022.9	0.10
TFL_16PLUS_INDEX	1024.00	1.1	1022.9	0.10
TFL_BTPOlice	1024.00	20.9	1003.1	2.04
TFL_CHILD	1024.00	1.0	1023.0	0.10
TFL_EA	1024.00	126.1	897.9	12.32

TFL_EA_INDEX	1024.00	34.8	989.2	3.40
TFL_ENGINEERPASS	1024.00	21.0	1003.0	2.05
TFL_ENGINEERPASS_INDEX	1024.00	9.4	1014.6	0.92
TFL_ESTABLISHMENT_INDEX	1024.00	69.1	954.9	6.74
NOVACROFT_FINANCE	1024.00	241.3	782.7	23.57
NOVACROFT_FINANCE_INDEX	1024.00	113.2	910.8	11.05
NOVACROFT_PAYMENT	1024.00	18.6	1005.4	1.81
TFL_METPOLICE	1024.00	116.1	907.9	11.33
TFL_METPOLICE_INDX	1024.00	239.9	784.1	23.43
TFL_APPRENTICE	1024.00	132.8	891.2	12.97
TFL_CITYPOLICE	1024.00	8.7	1015.3	0.85
TFL_ESTABLISHMENT	1024.00	60.6	963.4	5.92
TFL_UNDER16	1024.00	1.4	1022.6	0.13
TFL_VETERAN	1024.00	82.3	941.7	8.04
NOVACROFT_CORPORATE_INDEX	1024.00	8.3	1015.7	0.81
IMAGE_DATA_INDEX	1024.00	18.5	1005.5	1.81
NOVACROFT_COLIN	1024.00	1.0	1023.0	0.10
NOVACROFT_COMMUNICATION	1024.00	153.9	870.1	15.03
NOVACROFT_CORPORATE	1024.00	4.4	1019.6	0.43
NOVACROFT_DUPCHECK	1024.00	1.8	1022.3	0.17
NOVACROFT_DUPCHECK_INDEX	1024.00	1.3	1022.8	0.12
NOVACROFT_PAYMENT_INDEX	1024.00	25.4	998.6	2.48
TFL_APPRENTICE_INDEX	1224.00	313.3	910.7	25.60
SYSTEM	2360.00	2321.8	38.3	98.38
TFL_PLUS60	2424.00	2300.9	123.1	94.92
INNOVATOR_NEW_INDEX	2524.00	627.3	1896.8	24.85
TFL_PLUS60_INDEX	2824.00	2633.1	190.9	93.24
SYSAUX	2950.00	1666.4	1283.6	56.49
NOVACROFT_DATARETENTION_INDEX	3924.00	3709.6	214.4	94.54
INNOVATOR_INDEX	7824.00	223.6	7600.4	2.86
TFL	8024.00	2941.8	5082.3	36.66
INNOVATOR_NEW	9024.00	3348.9	5675.1	37.11
TFL_OYSTER2014	9600.00	5586.2	4013.8	58.19
TFL_INDEX	10924.00	6189.2	4734.8	56.66
TFL_1617	11024.00	10391.9	632.1	94.27
TFL_STUDENT	11624.00	10982.3	641.8	94.48
TFL_ONLINE	12024.00	10468.1	1555.9	87.06
PAF	12024.00	3432.2	8591.8	28.54
NOVACROFT_NOVACAPTURE_INDEX	13224.00	8103.1	5120.9	61.28
TFL_ONLINE_INDEX	13924.00	11536.8	2387.3	82.86
INNOVATOR	14424.00	13709.5	714.5	95.05
UNDOTBS2	18913.00	484.4	18428.6	2.56
NOVACROFT_NOVACAPTURE	20024.00	8579.0	11445.0	42.84
TFL_STUDENT_INDEX	23024.00	21912.7	1111.3	95.17
TEMP	32767.00	17.0	32750.0	0.05

PAF_INDEX	32767.98	6999.3	25768.7	21.36
TFL_1617_INDEX	32767.98	19711.0	13057.0	60.15
TFL_CCS0506	34752.00	14049.6	20702.4	40.43
UNDOTBS1	37609.00	770.9	36838.1	2.05
TFL_CCS0506_INDEX	143904.00	22842.8	121061.2	15.87
TFL_VETERAN_INDEX	144384.00	237.3	144146.8	0.16
NOVACROFT_DATARETENTION	388664.00	124460.8	264203.2	32.02
IMAGE_DATA	675384.00	416919.1	258464.9	61.73

## 1.5 Database Schema Details

### 1.5.1 Object Types

The table below summarises the object types for each application schema. This is excluding internal oracle schemas and the following object types TABLES, INDEXES, LOBS and VIEWS.

OWNER	OBJECT_NAME	OBJECT_TYPE
INNOVATOR_NEW	/1fbe8496_HashPassword	JAVA CLASS
INNOVATOR_NEW	DATAINTEGRITY	JOB
INNOVATOR_NEW	DATA_INTEGRITY	PACKAGE
INNOVATOR_NEW	DATA_INTEGRITY	PACKAGE BODY
INNOVATOR_NEW	EMAILVALIDATE	FUNCTION
INNOVATOR_NEW	ENCRYPTPASSWORD	FUNCTION
INNOVATOR_NEW	ISNUMERIC	FUNCTION
NOVACROFT_DATARETENTION	BIU_LOGGER_APEX_ITEMS	TRIGGER
NOVACROFT_DATARETENTION	BIU_LOGGER_PREFS	TRIGGER
NOVACROFT_DATARETENTION	BI_LOGGER_LOGS	TRIGGER
NOVACROFT_DATARETENTION	DATARETENTION	JOB
NOVACROFT_DATARETENTION	DATARETENTION_WEEK	JOB
NOVACROFT_DATARETENTION	DATARETENTION_WEEKEND	JOB
NOVACROFT_DATARETENTION	DATA_RETENTION	PACKAGE
NOVACROFT_DATARETENTION	DATA_RETENTION	PACKAGE BODY
NOVACROFT_DATARETENTION	DATA_RETENTION_ARCHIVE_DELETE	JOB
NOVACROFT_DATARETENTION	LOGGER	PACKAGE
NOVACROFT_DATARETENTION	LOGGER	PACKAGE BODY
NOVACROFT_DATARETENTION	LOGGER_CONFIGURE	PROCEDURE
NOVACROFT_DATARETENTION	LOGGER_LOGS_5_MIN	VIEW
NOVACROFT_DATARETENTION	LOGGER_LOGS_60_MIN	VIEW

NOVACROFT_DATARETENTION	LOGGER_LOGS_TERSE	VIEW
NOVACROFT_DATARETENTION	LOGGER_PURGE_JOB	JOB
NOVACROFT_DATARETENTION	REVERT_DATA_RETENTION	PACKAGE
NOVACROFT_DATARETENTION	REVERT_DATA_RETENTION	PACKAGE BODY
NOVACROFT_DUPCHECK	DUPLICATECRITERIA_TRIGGER	TRIGGER
NOVACROFT_DUPCHECK	DUPLICATESCHEME_TRIGGER	TRIGGER
PAF	DBMS_RANDOM	PACKAGE
PAF	DBMS_RANDOM	PACKAGE BODY
PAF	PAFPROPERTIES	VIEW
TFL	APPPFORM_INDEX_TFL_16PLUS	TRIGGER
TFL	APPPFORM_INDEX_TFL_APPRENTICE	TRIGGER
TFL	APPPFORM_INDEX_TFL_EA	TRIGGER
TFL	APPPFORM_INDEX_TFL_PLUS60	TRIGGER
TFL	APPPFORM_INDEX_TFL_STUDENT	TRIGGER
TFL	APPPFORM_INDEX_TFL_UNDER16	TRIGGER
TFL	APPPFORM_INDEX_TFL_VETERAN	TRIGGER
TFL	CARD2_GEN_SEARCH_TFL_16PLUS	TRIGGER
TFL	CARD2_GEN_SEARCH_TFL_PLUS60	TRIGGER
TFL	CARD2_GEN_SEARCH_TFL_STUDENT	TRIGGER
TFL	CARD2_GEN_SEARCH_TFL_UNDER16	TRIGGER
TFL	CARD2_GEN_SEARCH_TFL_VETERAN	TRIGGER
TFL	CARD3_GEN_SEARCH_TFL_16PLUS	TRIGGER
TFL	CARD3_GEN_SEARCH_TFL_PLUS60	TRIGGER
TFL	CARD3_GEN_SEARCH_TFL_STUDENT	TRIGGER
TFL	CARD3_GEN_SEARCH_TFL_UNDER16	TRIGGER
TFL	CARD3_GEN_SEARCH_TFL_VETERAN	TRIGGER
TFL	CARD_GEN_SEARCH_TFL_16PLUS	TRIGGER
TFL	CARD_GEN_SEARCH_TFL_APPRENTICE	TRIGGER
TFL	CARD_GEN_SEARCH_TFL_PLUS60	TRIGGER
TFL	CARD_GEN_SEARCH_TFL_STUDENT	TRIGGER
TFL	CARD_GEN_SEARCH_TFL_UNDER16	TRIGGER
TFL	CARD_GEN_SEARCH_TFL_VETERAN	TRIGGER
TFL	CRD2_GEN_SEARCH_TFL_APPRENTICE	TRIGGER
TFL	CRD3_GEN_SEARCH_TFL_APPRENTICE	TRIGGER
TFL	DATA_INTEGRITY	PACKAGE
TFL	DATA_INTEGRITY	PACKAGE BODY
TFL	FIRSTNAME_INDEX_TFL_16PLUS	TRIGGER
TFL	FIRSTNAME_INDEX_TFL_APPRENTICE	TRIGGER
TFL	FIRSTNAME_INDEX_TFL_PLUS60	TRIGGER
TFL	FIRSTNAME_INDEX_TFL_STUDENT	TRIGGER
TFL	FIRSTNAME_INDEX_TFL_UNDER16	TRIGGER

TFL	FIRSTNAME_INDEX_TFL_VETERAN	TRIGGER
TFL	GENERIC_SEARCH_BACKFILL	PACKAGE
TFL	GENERIC_SEARCH_BACKFILL	PACKAGE BODY
TFL	GENERIC_SEARCH_TFL_16PLUS	TRIGGER
TFL	GENERIC_SEARCH_TFL_APPRENTICE	TRIGGER
TFL	GENERIC_SEARCH_TFL_EA	TRIGGER
TFL	GENERIC_SEARCH_TFL_PLUS60	TRIGGER
TFL	GENERIC_SEARCH_TFL_STUDENT	TRIGGER
TFL	GENERIC_SEARCH_TFL_UNDER16	TRIGGER
TFL	GENERIC_SEARCH_TFL_VETERAN	TRIGGER
TFL	INSERTTEMPAPPLICANTS	PROCEDURE
TFL	METAPHONE1	JAVA SOURCE
TFL	METAPHONE_ENCODESTRING	FUNCTION
TFL	Metaphone1	JAVA CLASS
TFL	NUM_UTILS	PACKAGE
TFL	NUM_UTILS	PACKAGE BODY
TFL	SURNAME_INDEX_TFL_16PLUS	TRIGGER
TFL	SURNAME_INDEX_TFL_APPRENTICE	TRIGGER
TFL	SURNAME_INDEX_TFL_PLUS60	TRIGGER
TFL	SURNAME_INDEX_TFL_STUDENT	TRIGGER
TFL	SURNAME_INDEX_TFL_UNDER16	TRIGGER
TFL	SURNAME_INDEX_TFL_VETERAN	TRIGGER
TFL	UPDATE_GA_ID2	PROCEDURE
TFL_1617	GETKPIFIGURE	FUNCTION
TFL_CCS0506	DATA_RETENTION_DELETIONS	PACKAGE
TFL_CCS0506	FIXREISSUES	PROCEDURE
TFL_CCS0506	NUM_UTILS	PACKAGE
TFL_CCS0506	NUM_UTILS	PACKAGE BODY
TFL_CCS0506	REISSUEREVERT	PROCEDURE
TFL_CCS0506	TFL_CHID_EVENT_COUNT	FUNCTION
TFL_ONLINE	CARDPREFERENCEHISTORY_TRG	TRIGGER
TFL_ONLINE	FEEAUDIT_TRG	TRIGGER
TFL_ONLINE	FEE_TRG	TRIGGER
TFL_ONLINE	GENERATEDDATES	PROCEDURE
TFL_ONLINE	JOURNEYHISTORYEVENT_TRG	TRIGGER
TFL_ONLINE	JOURNEYSTATEMENTERROR_TRG	TRIGGER
TFL_ONLINE	JOURNEYSTATEMENTEVENT_TRG	TRIGGER
TFL_ONLINE	JOURNEYSTATEMENTPENDING_TRG	TRIGGER
TFL_ONLINE	ONLINE_PAYMENT_TRIG	TRIGGER
TFL_ONLINE	ONLINE_PHOTO_TRIG	TRIGGER
TFL_ONLINE	ONLINE_WEBACCOUNT_TRIG	TRIGGER
TFL_OYSTER2014	CONTENT_INSTALLER	PACKAGE
TFL_OYSTER2014	CONTENT_INSTALLER	PACKAGE BODY
TFL_OYSTER2014	SELECT_LIST_INSTALLER	PACKAGE

TFL_OYSTER2014	SELECT_LIST_INSTALLER	PACKAGE BODY
TFL_OYSTER2014	SYSTEM_PARAMETER_INSTALLER	PACKAGE
TFL_OYSTER2014	SYSTEM_PARAMETER_INSTALLER	PACKAGE BODY

### 1.5.2 Table Description

The table below describes comments for database tables in the TFL\_OYSTER2014 schema, unfortunately the comments are only available for this schema.

OWNER	TABLE_NAME	COMMENTS
TFL_OYSTER2014	ADDRESS	Address
TFL_OYSTER2014	ADDRESS_AUD	Address audit
TFL_OYSTER2014	ADMINISTRATIONFEE	administrationfee
TFL_OYSTER2014	ALTERNATIVEZONEMAPPING	Provide alternative zone mapping for user selected zone mappings not existed
TFL_OYSTER2014	APPLICATIONEVENT	Application Events
TFL_OYSTER2014	APPLICATIONEVENT_AUD	Audit records for APPLICATIONEVENT table
TFL_OYSTER2014	AUTOTOPUP	Base table for auto top-up amounts
TFL_OYSTER2014	BACKDATEDREFUNDREASON	Reason descriptions for backdated refund reason codes
TFL_OYSTER2014	BATCH_JOB_EXECUTION	Spring Batch
TFL_OYSTER2014	BATCH_JOB_EXECUTION_CONTEXT	Spring Batch
TFL_OYSTER2014	BATCH_JOB_EXECUTION_PARAMS	Spring Batch
TFL_OYSTER2014	BATCH_JOB_INSTANCE	Spring Batch
TFL_OYSTER2014	BATCH_STEP_EXECUTION	Spring Batch
TFL_OYSTER2014	BATCH_STEP_EXECUTION_CONTEXT	Spring Batch
TFL_OYSTER2014	CALL	Call
TFL_OYSTER2014	CALLTYPE	Calltype
TFL_OYSTER2014	CARD	Oyster Card
TFL_OYSTER2014	CARDPREFERENCES	Card Preferences
TFL_OYSTER2014	CARDREFUNDABLEDEPOSIT	Initial card purchase refundable deposit amount
TFL_OYSTER2014	CART	Shopping Cart
TFL_OYSTER2014	CART_AUD	Audit records for CART table
TFL_OYSTER2014	CART_ITEM_AUD	Audit records for ORDER and ITEM table
TFL_OYSTER2014	CLAIMLIMITTHRESHOLD	Random sample approval rules and random sample size
TFL_OYSTER2014	CONTACT	Contact
TFL_OYSTER2014	CONTENT	Managed page content
TFL_OYSTER2014	COUNTRY	ISO 3166-1 country names and codes
TFL_OYSTER2014	COUNTRY_AUD	Audit records for COUNTRY table
TFL_OYSTER2014	CUSTOMER	Customer
TFL_OYSTER2014	CUSTOMERORDER	Order
TFL_OYSTER2014	CUSTOMERORDER_AUD	Audit records for CUSTOMERORDER table

TFL_OYSTER2014	CUSTOMERPREFERENCES	Customer
TFL_OYSTER2014	EMAILS	Storage of emails that are waiting to be sent by the system
TFL_OYSTER2014	EVENT	Events
TFL_OYSTER2014	FATU_CASE	Table to hold Failed Auto TopUp Cases
TFL_OYSTER2014	FATU_CASE_AUD	Failed Auto Top-Up audited table
TFL_OYSTER2014	FATU_HISTORY	Table to hold History of Failed Auto TopUp Case details
TFL_OYSTER2014	FATU_PAYMENTDETAIL	Table to hold Payment details for Failed Auto TopUp Cases
TFL_OYSTER2014	FILEEXPORTLOG	Log/audit file exports
TFL_OYSTER2014	GOODWILLREASON	Reason descriptions for goodwill codes
TFL_OYSTER2014	HOTLISTREASON	Reason descriptions for hotlisted card codes
TFL_OYSTER2014	ITEM	Shopping basket item
TFL_OYSTER2014	ITEM_AUD	Audit records for ITEM table
TFL_OYSTER2014	JCP_INVESTIGATION	This table used by TFL fraud team to investigate, who got more than 3 months job centre plus discount card
TFL_OYSTER2014	JCP_INVESTIGATION_AUD	Audit records for JCP_INVESTIGATION table
TFL_OYSTER2014	JOBLOG	Keeps a log
TFL_OYSTER2014	JOBLOG_AUD	Audit records for JOBLOG table
TFL_OYSTER2014	MESSAGE	Table to hold Messages sent from our system
TFL_OYSTER2014	MESSAGEATTACHMENT	Table to hold attachments of Messages
TFL_OYSTER2014	MESSAGEEVENT	Table to hold the details of attempts to send Messages
TFL_OYSTER2014	MOCK_CUBIC_CARD_RESPONSE	Mock Managed page cubic card response
TFL_OYSTER2014	MOCK_OYSTERCARD	Oyster card applicant details
TFL_OYSTER2014	MOCK_OYSTERCARDHOTLISTREASONS	Oyster card prepay ticket pending details
TFL_OYSTER2014	MOCK_OYSTERCARDPPTPENDING	Oyster card prepay ticket pending details
TFL_OYSTER2014	MOCK_OYSTERCARDPPVPENDING	Oyster card prepay ticket pending details
TFL_OYSTER2014	MOCK_OYSTERCARDPREPAYTICKET	Oyster card prepay ticket details
TFL_OYSTER2014	MOCK_OYSTERCARDPREPAYVALUE	Oyster card prepay value details
TFL_OYSTER2014	ORDER_ITEM_AUD	Audit records for ORDER and ITEM table
TFL_OYSTER2014	PAYASYOUGO	payasyougo
TFL_OYSTER2014	PAYMENTCARD	Tokenised payment card, eg credit card, debit card, etc
TFL_OYSTER2014	PAYMENTCARD_AUD	Audit trail for PAYMENTCARD table.
TFL_OYSTER2014	PRODUCT	Product

TFL_OYSTER2014	PTTIDLOOKUP	PTTID lookup
TFL_OYSTER2014	QRTZ_BLOB_TRIGGERS	Quartz Scheduler
TFL_OYSTER2014	QRTZ_CALENDARS	Quartz Scheduler
TFL_OYSTER2014	QRTZ_CRON_TRIGGERS	Quartz Scheduler
TFL_OYSTER2014	QRTZ_FIRED_TRIGGERS	Quartz Scheduler
TFL_OYSTER2014	QRTZ_JOB_DETAILS	Quartz Scheduler
TFL_OYSTER2014	QRTZ_LOCKS	Quartz Scheduler
TFL_OYSTER2014	QRTZ_PAUSED_TRIGGER_GRPS	Quartz Scheduler
TFL_OYSTER2014	QRTZ_SCHEDULER_STATE	Quartz Scheduler
TFL_OYSTER2014	QRTZ_SIMPLE_TRIGGERS	Quartz Scheduler
TFL_OYSTER2014	QRTZ_SIMPROP_TRIGGERS	Quartz Scheduler
TFL_OYSTER2014	QRTZ_TRIGGERS	Quartz Scheduler
TFL_OYSTER2014	RANDOMAPPROVALSAMPLE	Random sample approval rules and random sample size
TFL_OYSTER2014	REFUNDSCENARIOHOTLISTTYPE	Relates Refund Scenarios to the hotlist reasons
TFL_OYSTER2014	SELECTLIST	HTML select list data
TFL_OYSTER2014	SELECTLISTOPTION	HTML option item data
TFL_OYSTER2014	SERVICECALLLOG	Log/audit service calls
TFL_OYSTER2014	SETTLEMENT	Settlement - payment or refund against an order - refer to Hibernate configuration for sub-type mapping
TFL_OYSTER2014	SETTLEMENT_AUD	Audit records for SETTLEMENT table
TFL_OYSTER2014	SHIPPINGMETHOD	Shipping Method
TFL_OYSTER2014	SYSTEMPARAMETER	System parameter
TFL_OYSTER2014	SYSTEMPARAMETER_AUD	System parameter audit
TFL_OYSTER2014	WEBACCOUNT	Web Account
TFL_OYSTER2014	WORKQUEUE	workqueue refunds
TFL_OYSTER2014	ZONEIDDESCRIPTION	Zone id Description

## 1.6 Database Schemas

### 1.6.1 Application Schemas

The schemas below are used by the Photocard/Innovator application.

DATABASE USERNAME	ACCOUNT STATUS	PURPOSE	ACCESS TYPE
INNOVATOR	OPEN	APPLICATION SCHEMA USER	SCHEMA
INNOVATOR_NEW	OPEN	APPLICATION SCHEMA USER	SCHEMA
NOVACROFT_COMMUNICATION	OPEN	APPLICATION SCHEMA USER	SCHEMA
NOVACROFT_CORPORATE	OPEN	APPLICATION SCHEMA USER	SCHEMA
NOVACROFT_DATARETENTION	OPEN	APPLICATION SCHEMA USER	SCHEMA
NOVACROFT_DUPCHECK	OPEN	APPLICATION SCHEMA USER	SCHEMA

NOVACROFT_FINANCE	OPEN	APPLICATION SCHEMA USER	SCHEMA
NOVACROFT_NOVACAPTURE	OPEN	APPLICATION SCHEMA USER	SCHEMA
NOVACROFT_PAYMENT	OPEN	APPLICATION SCHEMA USER	SCHEMA
PAF	OPEN	APPLICATION SCHEMA USER	SCHEMA
TFL	OPEN	APPLICATION SCHEMA USER	SCHEMA
TFL_1617	OPEN	APPLICATION SCHEMA USER	SCHEMA
TFL_16PLUS	OPEN	APPLICATION SCHEMA USER	SCHEMA
TFL_APPRENTICE	OPEN	APPLICATION SCHEMA USER	SCHEMA
TFL_BTTPOLICE	OPEN	APPLICATION SCHEMA USER	SCHEMA
TFL_CCS0506	OPEN	APPLICATION SCHEMA USER	SCHEMA
TFL_CHILD	OPEN	APPLICATION SCHEMA USER	SCHEMA
TFL_CITYPOLICE	OPEN	APPLICATION SCHEMA USER	SCHEMA
TFL_EA	OPEN	APPLICATION SCHEMA USER	SCHEMA
TFL_ENGINEERPASS	OPEN	APPLICATION SCHEMA USER	SCHEMA
TFL_ESTABLISHMENT	OPEN	APPLICATION SCHEMA USER	SCHEMA
TFL_METPOLICE	OPEN	APPLICATION SCHEMA USER	SCHEMA
TFL_ONLINE	OPEN	APPLICATION SCHEMA USER	SCHEMA
TFL_OYSTER2014	OPEN	APPLICATION SCHEMA USER	SCHEMA
TFL_PLUS60	OPEN	APPLICATION SCHEMA USER	SCHEMA

### 1.6.2 Schema Size

The table below summarises the size of each database schema.

<b>SCHEMA</b>	<b>SIZE in (gb)</b>
INNOVATOR	0.89
INNOVATOR_NEW	16.60
NOVACROFT_COMMUNICATION	0.15
NOVACROFT_CORPORATE	0.01
NOVACROFT_DATARETENTION	175.39
NOVACROFT_DUPCHECK	0.00
NOVACROFT_FINANCE	0.34
NOVACROFT_NOVACAPTURE	16.29
NOVACROFT_PAYMENT	0.04
PAF	10.18
TFL	8.91
TFL_1617	150.21

TFL_APPRENTICE	3.32
TFL_BTPOLICE	0.04
TFL_CCS0506	176.98
TFL_CITYPOLICE	0.01
TFL_EA	0.16
TFL_ENGINEERPASS	0.03
TFL_ESTABLISHMENT	0.12
TFL_METPOLICE	0.35
TFL_ONLINE	21.49
TFL_OYSTER2014	5.45
TFL_PLUS60	37.84
TFL_STUDENT	136.97
TFL_UNDER16	0.00
TFL_VETERAN	1.64

### 1.6.3 Top 10 Database Objects by size

The table below is an extract highlighting the top ten database objects by size.

<b>SCHEMA</b>	<b>OBJECT_NAME</b>	<b>OBJECT_TYPE</b>	<b>SIZE (Gb)</b>
TFL_CCS0506	SYS_LOB0000009532C00002\$ \$	LOBSEGMENT	120.61
TFL_1617	SYS_LOB0000187683C00009\$ \$	LOBSEGMENT	111.90
TFL_STUDENT	SYS_LOB0000182837C00008\$ \$	LOBSEGMENT	104.39
NOVACROFT_DATARETENTION	SYS_LOB0000183176C00002\$ \$	LOBSEGMENT	48.96
TFL_PLUS60	SYS_LOB0000183622C00002\$ \$	LOBSEGMENT	32.92
NOVACROFT_DATARETENTION	SYS_LOB0000183237C00002\$ \$	LOBSEGMENT	31.62
TFL_CCS0506	SYS_LOB0000182608C00003\$ \$	LOBSEGMENT	19.88
NOVACROFT_DATARETENTION	SYS_LOB0000183234C00002\$ \$	LOBSEGMENT	19.06
TFL_1617	SYS_LOB0000187686C00005\$ \$	LOBSEGMENT	8.52
NOVACROFT_DATARETENTION	SYS_LOB0000183204C00002\$ \$	LOBSEGMENT	8.00

## 1.7 Database Configuration

### 1.7.1 Database Users

The Photocard Database has no external users except the users defined below, these are required for internal monitoring and auditing purposes.

<b>DATABASE USERNAME</b>	<b>ACCOUNT_STATUS</b>	<b>PURPOSE</b>	<b>ACCESS TYPE</b>
DBA_UTILS	OPEN	MONITORING USER	DBA
OPS\$ORACLE	OPEN	ORACLE TFL STANDARDS USER	DBA

SCOMDBCHECK	OPEN	MONITORING USER	READ
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## 1.8 Non- Default Parameters

The parameters below specify the database configuration.

Parameter	Value
archive_lag_target	0
audit_file_dest	/app/oracle/admin/OYSAP01/adump
audit_trail	DB_EXTENDED
cluster_database	TRUE
compatible	11.2.0.0.0
control_file_record_keep_time	60
control_files	+OYSAP01_LOG/oysap01/controlfile/current.256.846241717, +OYSAP01_FRA/oysap01/controlfile/current.1714.846241717, +OYSAP01_DATA/oysap01/controlfile/current.262.846241717'
cpu_count	100
db_block_size	8192
db_create_file_dest	+OYSAP01_DATA'
db_create_online_log_dest_1	+OYSAP01_LOG'
db_create_online_log_dest_2	+OYSAP01_FRA'
db_create_online_log_dest_3	+OYSAP01_DATA'
db_domain	tflis.local
db_name	OYSAP01
db_recovery_file_dest	+OYSAP01_FRA'
db_recovery_file_dest_size	2.57698E+12
db_unique_name	OYSAP01
dg_broker_config_file1	+OYSAP01_DATA/oysap01/dataguardconfig/dr1oysap01.dat'
dg_broker_config_file2	+OYSAP01_FRA/oysap01/dataguardconfig/dr2oysap01.dat'
dg_broker_start	TRUE
diagnostic_dest	/app/oracle
dispatchers	(PROTOCOL=TCP) (SERVICE=OYSAP01XDB)
fal_client	OYSAP01
fal_server	oysap01_stby
fast_start_mttr_target	300
global_names	TRUE
instance_number	1
log_archive_config	dg_config=(OYSAP01,oysap01_stby)
log_archive_dest_1	location=USE_DB_RECOVERY_FILE_DEST, valid_for=(ALL_LOGFILES, ALL_ROLES)'
log_archive_dest_2	SERVICE="OYSAP01_STBY", db_unique_name="OYSAP01_STBY" valid_for=(all_logfiles,primary_role)'
log_archive_dest_state_1	ENABLE
log_archive_dest_state_2	ENABLE
log_archive_format	%t_%s_%r.dbf
log_archive_max_processes	30

log_archive_min_succeed_dest	1
log_archive_trace	0
open_cursors	1800
pga_aggregate_target	8589934592
processes	2000
remote_listener	oracp05-scan.tflis.local:1521
remote_login_passwordfile	EXCLUSIVE
sec_case_sensitive_logon	FALSE
service_names	oysap01.tflis.local
sessions	3100
sga_target	25769803776
spfile	+OYSAP01_FRA/oysap01/spfileoysap01.ora'
sql92_security	TRUE
standby_file_management	AUTO
thread	1
trace_enabled	FALSE
undo_retention	2500
undo_tablespace	UNDOTBS1

### 1.8.1 Database Constraints

Refer to the spreadsheet detailing the constraints for the application schemas provided by the Authority at ITN Phase 2B and BAFO stage.



OYSAP01 - Database Constraints

### 1.9 Database Remote Links

The Photocard Database contains no links to external or remote databases.

### 1.10 Database Auditing

The Photocard Database is configured to use the Oracle 11g auditing parameters. The database has AUDIT\_TRAIL set to DB\_EXTENDED. This enabled capture of SQL statements and bind variables.

The database is also configured to audit user logon and logoff using triggers, the audit data is stored in the DCOPS schema.

## APPENDIX 6 – CONCESSIONS SCHEMES ELIGIBILITY INFORMATION

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<b>1.</b>	<b>Scheme Introduction</b>	

- 1.1. The Authority issues Oyster Photocards to Customers who are eligible for free or reduced rate travel on selected services across the Transport Network. There are currently approximately 1.2 million Concessions Scheme Card users.
- 1.2. The Authority currently offers the following concessionary schemes on Oyster Photocards/ Oyster cards to Eligible Customers:
  - 1.2.1. 5-10 Oyster Photocard;
  - 1.2.2. 11-15 Oyster Photocard;
  - 1.2.3. 16+ Oyster Photocard;
  - 1.2.4. 18+ Student Oyster Photocard;
  - 1.2.5. Apprentice Oyster Photocard;
  - 1.2.6. 60+ London Oyster Photocard;
  - 1.2.7. Veterans Oyster Photocard;
  - 1.2.8. Athletes London Oyster Photocard;
  - 1.2.9. Police Oyster card; and
  - 1.2.10. Engineers Oyster Photocard.

## **2. Scheme Partners and Third Parties**

- 2.1. The Service Provider shall be responsible for the management and secure data sharing, with Scheme Partners and applicable Third Parties, of relevant Data allowing the validation of Customers applications to be processed in accordance with the relevant eligibility criteria of each Scheme.
- 2.2. The Service Provider shall produce, maintain and make available a Concessions System user guide for the use of Scheme Partners to use and navigate the relevant and authorised access elements of the Managed User Component of the Concessions System, and shall be subject to Appendix 5 (Document Management) of Schedule 8 (Service Management).
- 2.3. Current Scheme Partners include:
  - 2.3.1. Education Establishments registered and participating in the 18+ Student Oyster Photocard scheme;
  - 2.3.2. Skills Funding Agency (SFA);
  - 2.3.3. London Councils (via their sub-contractor ESP);
  - 2.3.4. British Olympic Association (BOA);
  - 2.3.5. RCC Contractor;
  - 2.3.6. GLA Team London;
  - 2.3.7. Metropolitan Police Service (MPS);
  - 2.3.8. City of London Police (CoLP); and
  - 2.3.9. British Transport Police (BTP).

(the “**Scheme Partners**”)

- 2.4. Third Parties that the Service Provider shall share data with include:
  - 2.4.1. Dawleys for data capturing service; and
  - 2.4.2. Post Office for ID&V and payment (where applicable) for Zip & 60+ London Oyster Photocards services.
- 2.5. Scheme Partners and Third Party listed in paragraph 2.3 and 2.4 are subject to change with the introduction, amendment or removal of a scheme and where the Authority changes its sub-contractors.
- 2.6. The Service Provider is responsible for ensuring data is shared successfully allowing the validation processes relevant to each scheme to happen.
- 2.7. The method by which Data is shared for each Scheme Partner and applicable Third Parties is detailed in Appendix 3 (System Interface Specification) of Schedule 6 (Systems Integration).
- 2.8. The Service Provider shall retain the Data, and where requested make available to the Authority, in line with the Data Retention rules as detailed in Appendix 12 (Data Retention Rules) of Schedule 15 (Standards), set for this Data.

### **3. Management of Education Establishments**

- 3.1. There are approximately 700 Education Establishments registered on the 18+ Student Oyster Photocard scheme as of 2016, this figure is subject to change as education establishments either fail to re-register, in accordance with paragraph 3.5, or no longer wish to participate or new education establishments join and register onto the scheme in accordance with paragraph 3.4.
- 3.2. The Service Provider shall manage the operational relationship of education establishments, including those who are registered and those who wish to be registered, and shall refer to the Authority for any matters arising from education establishments in regards to scheme terms and conditions, policy and any of items deemed to be sensitive in nature.
- 3.3. In supporting the Authority to operate the 18+ Student Oyster Photocard scheme, the Service Provider shall:
  - 3.3.1. manage the registration process of education establishments wishing to participate in the scheme which includes:
    - 3.3.1.1. receive, validate and either approve or reject education establishment applications in accordance with the eligibility criteria, as provided by the Authority;
    - 3.3.1.2. process the registration fee;
  - 3.3.2. provide the Education Establishment with a user guide, in accordance with paragraph 2.2, and access to the MUC;
  - 3.3.3. provide a dedicated education establishment helpline email support;
  - 3.3.4. provide technical support and respond promptly to matters raised;
  - 3.3.5. escalate politically sensitive and high profile cases to the Authority;

- 3.3.6. manage the re-registration process for Education Establishments already on the scheme, for the next academic year, in accordance with paragraph 3.5; and
  - 3.3.7. partner with the Authority in the prevention of fraudulent misuse of the concession, including conducting two annual eligibility audits with Education Establishments in accordance with paragraph 3.6.
- 3.4. Education Establishment registration details
- 3.4.1. Registration on the scheme is valid for one (1) academic year.
  - 3.4.2. Education Establishments will be required to re-register before 1st September, in accordance with paragraph 3.5, for their students to continue their eligibility for the 18+ Student Oyster Photocard scheme.
  - 3.4.3. An annual registration fee, set by the Authority (currently £10), shall be payable by education establishments.
  - 3.4.4. The a high-level process for education establishment registration is provided under paragraph 21 (Application processes) of this Appendix.
  - 3.4.5. Registrations are undertaken throughout the year, however a higher volume of education establishments apply in the lead up to the beginning of an academic year.
  - 3.4.6. In order to register on the scheme, an education establishment shall firstly provide the following information on their organisation:
    - 3.4.6.1. name;
    - 3.4.6.2. establishment type (i.e. school, sixth form college; language school; higher education; further education) ;
    - 3.4.6.3. Enrolment Number Format;
    - 3.4.6.4. website address;
    - 3.4.6.5. UCAS number;
    - 3.4.6.6. Non-EEA student acceptance;
    - 3.4.6.7. If Non-EEA students accepted then information on Home Office Sponsorship status;
    - 3.4.6.8. Home Office Sponsorship Licence number;
    - 3.4.6.9. three (3) named contacts and five (5) online approvers (for student applications) with the following details:
      - 3.4.6.9.1. Title
      - 3.4.6.9.2. Forename
      - 3.4.6.9.3. Surname
      - 3.4.6.9.4. Job title
      - 3.4.6.9.5. Establishment address
      - 3.4.6.9.6. Telephone number
      - 3.4.6.9.7. Email address\*

\*In order to avoid the risk of personal data being unlawfully processed, it is necessary to ensure that the recipient of any emails to the establishments registered on the scheme is traceable. Therefore, in accordance with the Data Protection Act 1998, TfL will not accept generic emails from establishments (e.g. info@, admin@) or non-business emails (e.g. yahoo, Hotmail).

3.4.7. Once the requirements in paragraph 3.4.6 have been satisfied, the education establishment will receive a confirmation of account creation email notification, which shall include login details containing a system generated unique Education Establishment ID Number.

3.4.8. The education establishment may log into their account via the MUC to:

- 3.4.8.1. review and accept the terms and conditions;
- 3.4.8.2. review the date and personnel of which the terms and conditions were accepted;
- 3.4.8.3. pay the registration fee;
- 3.4.8.4. nominate, view and update three (3) personnel contacts and five (5) named personnel as student application online approvers;
- 3.4.8.5. approve/reject individual online applications from their students;
- 3.4.8.6. upload bulk approval/rejections of student applications;
- 3.4.8.7. report of any Customers that are no longer eligible (either bulk or on an individual basis); and
- 3.4.8.8. provide information on their Home Office Sponsorship status and licence number if non-EEA students are accepted by the establishment.

3.4.9. Once an Education Establishments is registered they may use the MUC to undertake a number of activities including those detailed below and those detailed in Annex 3 of Appendix 7 of Schedule 4 (Service Scope Specification):

- 3.4.9.1. View the scheme policy, terms and conditions;
- 3.4.9.2. View and/or update their details;
- 3.4.9.3. Report students that are no longer eligible (either bulk or on an individual basis);
- 3.4.9.4. Individually or bulk approve/reject students' applications. Rejection may include those detailed under paragraph 15.6.5.

3.5. Education Establishment re-registration campaign

3.5.1. Pursuant to paragraph 3.4.2, a re-register campaign shall be undertaken each year.

3.5.2. The re-registration campaign shall be self-served wherever possible.

- 3.5.3. The purpose of the re-registration campaign is to continue Education Establishments inclusion in the 18+ Student Oyster Photocard scheme. Education Establishments need to:
- 3.5.3.1. update their record, where necessary;
  - 3.5.3.2. read and accept the new terms and conditions; and
  - 3.5.3.3. pay the registration fee.
- 3.5.4. The Authority shall provide the Service Provider with:
- 3.5.4.1. new terms and conditions;
  - 3.5.4.2. content for email notification in paragraph 3.5.6.3;
  - 3.5.4.3. any additional information that Education Establishment are to be made aware of;
  - 3.5.4.4. the start and end date of the campaign (usually May/June and for a duration of six (6) – eight (8) weeks);
  - 3.5.4.5. a proposed campaign timetable detailing dates at which email notification to Education Establishment may be sent; and
  - 3.5.4.6. date(s) at which the Service Provider may commence undertaking outbound calls (which are charged in accordance with Table 1 (Call handling) of Schedule 7 (Pricing Schedule)) to Education Establishment to chase Education Establishments to re-registration.
- 3.5.5. It is envisaged that no more than five (5) notifications will be sent to Education Establishment as part of the campaign, this will include a ‘thank you for re-registration and payment’ email.
- 3.5.6. The Service Provider shall:
- 3.5.6.1. configure the MUC to include paragraph 3.5.4.1, 3.5.4.2 and 3.5.4.3;
  - 3.5.6.2. review and agree a campaign timeline with the Authority;
  - 3.5.6.3. send email notification in accordance with the agreed campaign timeline and with the associated content;
  - 3.5.6.4. undertake no more than three (3) outbound call to chase Education Establishment to re-registration;
  - 3.5.6.5. revalidate Education Establishment re-registration applications;
  - 3.5.6.6. update Education Establishment records;
  - 3.5.6.7. process registration fee;
  - 3.5.6.8. provide Education Establishments with general support;
  - 3.5.6.9. provide the Authority with re-registration campaign reporting, which shall include:
    - 3.5.6.9.1. daily - number of Education Establishment re-registered, itemised by name, number of Scheme registered student and in ordered by the highest number of student.

3.5.6.9.2. daily – number of outbound call to Education Establishment, itemised by hour.

3.6. Education establishment student eligibility audit process

3.6.1. As part of the term and conditions that Education Establishments agree to, they are required to advise of any student who has applied for, or is in receipt of the 18+ Student Oyster Photocard scheme, and is no longer enrolled and/or not attending the Education Establishment or is otherwise ineligible to be in receipt of the concession, this undertaken on an ad-hoc basis by the Education Establishment and as part of an audit undertaken by the Service Provider.

3.6.2. Twice a year an audit on 18+ Student Oyster Photocard scheme is undertaken to identify those who are no longer eligible for the scheme. The audits are usually undertaken during February/March and one in November.

3.6.3. The Authority shall provide the Service Provider with:

3.6.3.1. dates at which the audit shall be undertaken;

3.6.3.2. content for the email notification to be sent to Education Establishment;

3.6.4. The Service Provider shall:

3.6.4.1. adhere to the dates provided under paragraph 3.6.3.1;

3.6.4.2. configure the MUC to send email notification, with the content provided under paragraph 3.6.3.2;

3.6.4.3. undertake the activities detailed under paragraph 3.6.5;

3.6.4.4. follow the requirement set out in paragraph 3.4 (Hotlisting) of Schedule 4 (Service Scope Specification) for any Cards belonging to Customers whom are ineligible in receipt of the scheme or otherwise require Hotlisting.

3.6.5. An outline of the existing twice yearly eligibility audit process is detailed below:

<b>Service Provider creates predefined list of Education Establishments</b>	This may be subject to rules, as defined by the Authority e.g. only Education Establishments with more than 50 students holding a Concession Scheme may be targeted.
<b>Service Provider creates snapshot of students from each Education establishment on whom the audit shall be performed</b>	This will be an exportable file of all students with an active 18+ Student Oyster Photocard scheme categorised by each Education Establishment.
<b>Service Provider enables/disables menu option on the web-accessible Education Establishment account for processing applications</b>	The menu option allowing Education Establishments to import and export their eligibility reporting are enabled. The window of opportunity for Education Establishments to complete their eligibility reporting is usually three (3) weeks.

<b>Service Provider to send out initial email notification</b>	Send out email to all identified Education Establishments participating in the audit (content and date provided by the Authority).
<b>Provide support</b>	Education Establishments may encounter difficulties with importing and exporting their eligibility reports.
<b>Service Provider to send out audit in process email notification</b>	Advising the audit is now in process.
<b>Service Provider to provide the Authority with daily updates on Education Establishment activity</b>	Provide a spreadsheet, on a daily basis, showing the activity of each Education Establishment and the percentage of students reported on.
<b>Report processing</b>	Ensure those Oyster Photocard numbers, of those students marked as ineligible, are sent to the Hotlist file so that the Oyster Photocards can be disabled. Set flag to show the Education Establishment has complied.
<b>Service Provider to send out reminder email notification</b>	To Education Establishments that have yet to complete the report.
<b>Service Provider to send out thank you email notification</b>	To Education Establishments that have completed their eligibility reporting to a standard defined by the Authority.
<b>Service provider to send out suspension email notification</b>	To Education Establishments that have yet to complete the report at all or to an unsatisfactory standard.
<b>Service Provider to send out exclusion email notification</b>	Following confirmation from the Authority send email advising Education Establishments who have still not complied that they will be excluded from the scheme for a time defined by the Authority.
<b>Following confirmation from the Authority, Service Provider to exclude selected Education Establishment from the scheme</b>	Disable the Education Establishment's access to the MUC. Remove their name from drop down menu on 18+ Student Oyster Photocard application in the COC. Therefor applications for 18+ Student Oyster Photocard may not be approved by an excluded Education Establishment, and all existing 18+ Student Oyster Photocard scheme Customer of that those Education Establishment will have their Photocards Hotlisted in accordance with paragraph 3.4 of Schedule 4 (Service Scope Specification).

### 3.7. Pilot scheme in partnership with Kingston University

3.7.1. The Authority is currently working in partnership with Kingston University, in running a pilot scheme where new 18+ Student Oyster Photocard scheme Customer, attending the university may be eligible for a fixed amount of PAYG credit, to be determined by the university on a case by case basis, subject to the university's eligibility criteria.

3.7.2. Process:

3.7.2.1. Student applies for an 18+ Student Oyster Photocard via standard process and pays the application fee.

3.7.2.2. Within the standard Education Establishment approval process Kingston University indicates whether the student is eligible for Kingston University PAYG credit of £90.

3.7.2.3. The Service Provider undertakes the necessary Card Fulfilment obligations to fulfil the Oyster Photocard loaded with PAYG credit.

3.7.2.4. Automated email sent to applicant explaining PAYG amount funded by Kingston University.

3.7.2.5. Customer's web account to display a message to reflect the outcome, as detailed in CON\_MUC\_REQ\_315 of Annex 3 of appendix 7 of Schedule 4 (Service Scope Specification).

3.7.3. The Service Provider shall provide a Periodic report to the Authority detailing the following information relating to each student's application:

3.7.3.1. Full name of student;

3.7.3.2. Oyster Photocard number;

3.7.3.3. PAYG amount;

3.7.3.4. Student's Kingston University's student ID;

3.7.3.5. Date Education Establishment requested (via MUC) incentive to be added to student's Oyster Photocard;

3.7.3.6. Name of Education Established application approver;

3.7.3.7. Date PAYG credit loaded;

3.7.3.8. Date of Card Fulfilment (loaded with PAYG credit) despatch;

3.7.4. The report is used by the Authority to invoice Kingston University.

#### **4. GLA Team London volunteer programme**

4.1. GLA Team London is a Mayoral programme which aims to make volunteering easier to do, easier to find out about and rewards and recognises the work of everyday Londoners, voluntary groups and charities.

4.2. The Authority has an agreement with the GLA to publicise the GLA Team London programme to applicants for the 18+ Student Oyster Photocard scheme and provide the GLA officers responsible for administering the GLA Team London programme with the contact details of 18+ Student Oyster Photocard scheme applicants who have not selected to opt-out of receiving information about volunteering opportunities.

- 4.3. In accordance with Annex 3 (Concessions System Requirements) of Appendix 7 of Schedule 4, as part of the online 18+ Student Oyster Photocard scheme application process the Service Provider shall:
  - 4.3.1. publicise GLA Team London volunteering opportunities via the Concessions System, by including GLA Team London information, to be supplied by the Authority;
  - 4.3.2. provide the opportunity to receive information on volunteering opportunities; and
  - 4.3.3. provide access to opt out.
- 4.4. The Service Provider shall collate the contact details of applicants who have not opted out of receipt of the GLA Team London communications and make available to the GLA Team London team on dates in accordance with paragraph 4.5, or otherwise as agreed between the GLA Team London and the Service Provider.
- 4.5. The Service Provider shall make available the relevant 18+ Student Oyster Photocard scheme Customer Data to GLA Team London via SFTP on the following quarter days of each year; 30th March, 30th June, 30th September and 31st December. These dates are subject to change.
- 4.6. The Data shall be contained in a file and shall include the following information:
  - 4.6.1. First name
  - 4.6.2. Last name
  - 4.6.3. Email address
- 4.7. The Service Provider shall make the file available for seven (7) calendar days from the agreed date. After the seven (7) days, the file is removed.
- 4.8. In the event the GLA has not been able to access the file within the seven (7) days due to system difficulties, the Service Provider shall make the file available again for a time period as set by the Authority.

## **5. Data sharing with London Councils for Older Persons Freedom Pass**

- 5.1. The Authority has an agreement with London Councils to provide selected Data of 60+ London Oyster Photocard scheme holders. The Data is used by London Councils to offer the Customer, whose details are contained in the Data, an Older Persons Freedom Pass, subject to eligibility.
- 5.2. The selected Data is of 60+ London Oyster Photocard scheme holders, whom have opted in during the application process, for their Data to be shared and whose Photocards are due to expire, in accordance with paragraph 14.4, in the next two (2) months.
- 5.3. In accordance with Annex 3 (Concessions System Requirements) of Appendix 7 of Schedule 4, as part of the online 60+ London Oyster Photocard scheme application process the Service Provider shall provide the system functionality for the applicants to opt in, and the applicant may opt out or change their opting status at any time.

- 5.4. The Service Provider shall collate the contact details of applicants, who have not opted out to have their Data shared with London Councils, and shall make the Data available weekly or as otherwise agreed between the Parties, 42 days before expiry of a 60+ London Oyster Photocard.
- 5.5. This Data shall comprise of the following fields:
  - 5.5.1. Title
  - 5.5.2. Forename
  - 5.5.3. Surname
  - 5.5.4. Gender
  - 5.5.5. Address (including postcode)
  - 5.5.6. Borough
  - 5.5.7. Telephone landline number
  - 5.5.8. Mobile number
  - 5.5.9. Email address
  - 5.5.10. Date of birth
  - 5.5.11. Photo

## **6. Data sharing with London Councils for Disabled Persons Freedom Pass**

- 6.1. The Authority has an agreement with London Councils, for London Councils to share Data, which may be shared by London Council's sub-contractor, of any new or no longer valid Disabled Persons Freedom Pass holders on a monthly basis. The Data shall be used by the Service Provider to validate eligibility criteria for the 60+ London Oyster Photocard, where a Customer may not hold a 60+ London Oyster Photocard, if already in possession of a Disabled Persons Freedom Pass.
- 6.2. The file will be made available to the Service Provider on the 6th day of each month, and shall remain available until the following month's file is made available.
- 6.3. The file will comprise of the following fields:
  - 6.3.1. Disabled Persons Freedom Pass ID
  - 6.3.2. Forename
  - 6.3.3. Surname
  - 6.3.4. Postcode
  - 6.3.5. Date of birthday
  - 6.3.6. Record type i.e. 'A' = addition, 'R' = removal
- 6.4. The Service Provider shall use the data within the file to undertake monthly validity checks between the Disabled Persons Freedom Pass holder list and existing 60+ London Oyster Photocard scheme holders.
- 6.5. Subject to the above paragraph, where a 60+ London Oyster Photocard Customer is matched on all of the following fields: forename, surname,

postcode and date of birth with an individual on the Disabled Persons' Freedom Pass holders list, the Service Provider shall:

- 6.5.1. notify the Customer by means of a withdrawal letter, the content of which shall be provided by the Authority, that they are ineligible for a 60+ London Oyster Photocard; and
- 6.5.2. Hotlist the Customer's Oyster Photocard in accordance with paragraph 3.4 (Hotlisting) of Schedule 4 (Service Scope Specification).

## **7. Skills Funding Agency validation of Apprentice Oyster Photocard scheme applications**

- 7.1. The Authority issues Apprentice Oyster Photocards to potentially eligible applicants in good faith, where the Skills Funding Agency (SFA) shall retrospectively validates each applicant against the eligible criteria and communicates back to the Service Provider.
- 7.2. The Service Provider shall create and maintain a file containing applicants details, as detailed in paragraph 7.5 below. The details shall only be for applicants that have applied and paid for the Apprentice Oyster Photocards scheme no more than 100 days prior to the date the file is created and where the SFA has yet to carry the validity checks on.
- 7.3. The Service Provider shall make the file available to the SFA at the end of each day, via the Managed User Component, for the SFA to validate on a regular basis.
- 7.4. The SFA is responsible for carrying out validity checks of the records contained within the data as provided by the Service Provider. The SFA shall consequently update the qualifies field of the data, as detailed under paragraph 7.5.5, and make the amended version of the data available to the Service Provider via the Managed User Component.
- 7.5. The fields that will be included for each record with the file are:
  - 7.5.1. Application form ID
  - 7.5.2. Unique Learning Number (ULN)
  - 7.5.3. UK Provider Reference Number (UKPRN)
  - 7.5.4. Application date
  - 7.5.5. 'Qualifies' field that may be set to:
    - 7.5.5.1. '?' when the individual persons record is initially provided by the Service Provider, or the SFA has yet to undertake the eligibility checks;
    - 7.5.5.2. 'Y' for applicants that have passed the eligibility criteria, as provided by the SFA; or
    - 7.5.5.3. 'D' for applicants who are no longer eligible, as provided by the SFA.
- 7.6. In accordance with paragraph 3.4 of Schedule 4 (Service Scope Specification) where a SFA has not qualified an applicant as 'Y' within 100 days of the applicant having paid the administration fee or the SFA has indicated the

applicant is no longer eligible for the scheme i.e. 'D', the Service Provider shall Hotlist the associated Apprentice Oyster Photocard.

## **8. Post Office**

- 8.1. The Authority has an agreement with the Post Office, for the Post Office to:
  - 8.1.1. take payment, of a new application fee or Card replacement fee, for 60+ London Oyster Photocard and Zip scheme applicants, where an applicant is unable to make payment; and
  - 8.1.2. validate and update information, within the Post Office system which interfaces with MUC, of a Zip or 60+ London Oyster Photocard applicant's ID Verification Letter, where an applicant is unable to verify their age, residency, proof of education enrolment or make payment during the online application process or a Card replacement request.
- 8.2. In any case where a payment is being made at a Post Office, an ID Verification Letter is needed, and vice versa.
- 8.3. The Service Provider shall accept Data from the Post Office, as detailed in paragraph 8.1.
- 8.4. The selected Data required shall be dependent on the applicant/Customer. As detailed in CON\_MUC\_REQ\_316 Annex 3 of Appendix 7 of Schedule 4 (Service Scope Specification) an ID Verification Letter shall be generated based on the required Data and/or action for the applicant/Customer to take, and shall contain a barcode to link the letter to the applicant/Customer record.
- 8.5. In accordance with Appendix 3 (System Interface Specification) of Schedule 6 (Systems Integration) the data shall be transferred from the Post Office system to the Concessions System overnight.
- 8.6. Pursuant to paragraph 8.1.2, acceptable form of identification for an applicant to verify their age are:
  - 8.6.1. A valid passport;
  - 8.6.2. An ID card from a European Economic Area country;
  - 8.6.3. A birth certificate;
  - 8.6.4. A Biometric Residency Permit; and
  - 8.6.5. A current full driving or provisional licence (16+ and 60+ London Oyster Photocards applicants only).
- 8.7. Pursuant to paragraph 8.1.2, acceptable form of documents for an applicant to verify their residence are:
  - 8.7.1. A residential utility bill (dated in the last three months)
  - 8.7.2. A bank, building society or credit card statement (dated in the last three months)
  - 8.7.3. A council tax bill (current document)
  - 8.7.4. A council or Housing Association rent book or statement (current document); and
  - 8.7.5. Driving licence (current document).

## 9. Customer web accounts

- 9.1. Applicants for an Online Scheme are required to create an web account as part of the application process. Veterans Oyster Photocard Customers may create an web account if they wish to do so to report a lost, stolen or damaged Card.
- 9.2. Depending on the Online Scheme, different functionality is available to the Customer to manage their account.
- 9.3. Customer web account functionality:

Scheme	5-10	11-15	16+	18+ Student	Apprentice	60+ London	Veterans
Buy PAYG	✓	✓	✓	✓	✓	x	x
Buy Travelcards	x	✓	✓	✓	✓	x	x
Report Photocard as lost, stolen or- damaged, & able to order a replacement	✓	✓	✓	✓	✓	✓	✓
Report Photocard as lost, stolen or- damaged, & not order a replacement	✓	✓	✓	✓	✓	✓	x
View journey history	x	x	x	✓	✓	✓	x
Amend address, email address, password	✓	✓	✓	✓	✓	✓	x
Download ID Verification Letter	✓	✓	✓	x	x	✓	x

## 10. Lost, stolen and damaged Oyster Photocards

- 10.1. In the event a Customer loses their Card and they are an Online Scheme Customer or a Veterans Oyster Photocard Customer, whom have an web account, the Customer may sign into their web account, where applicable, to report the card being lost, stolen or damaged, and order a replacement Card, subject to paying a Card replacement fee.
- 10.2. Pursuant to paragraph 8.1.1 and 8.1.2, where a Zip or a 60+ London Oyster Photocard scheme Customer is unable to pay the Card replacement fee online or by telephone in accordance with paragraph 10.5, the Customer is able to download an ID Verification Letter, via their web account, and present the ID Verification Letter to a Post Office, together with payment for the Card replacement fee.
- 10.3. The RCC Contractor and BOA are responsible for reporting any lost, stolen or damaged Photocards to the Service Provider on behalf of their eligible Customers; engineers and athletes.
- 10.4. Police Oyster card scheme holders have a dedicated helpline phone number that is handled by the Service Provider to report lost, stolen or damaged Oyster cards and pay the Card replacement fee where required.

- 10.5. With exception to paragraph 10.3, Customers may phone the contact centre and order a replacement Card over the phone, subject to paying the Card replacement fee, which may also be paid over the phone.
- 10.6. Replacement Cards are subject to a Card Fulfilment Service Level, as detailed in item 17 of Appendix 1 (Service Levels) of Schedule 8 (Service Management), subject to the Customer paying the Card replacement fee, where applicable.
- 10.7. In accordance with CON\_MUC\_REQ\_317 of Annex 3 of Appendix 7 of Schedule 4 (Service Scope Specification) a Card replacement request shall not be accepted nor fulfilled in the instance where the remaining days of the Card expiry date, that is held in the MUC, is less than five (5) days from the date the replacement Card is being requested by a Customer or Scheme Partner.
- 10.8. Where an 11-15 Oyster Photocard has PAYG credit or a Travelcard product on it, the Service Provider shall encode such PAYG credit onto the replacement Card in accordance with process document 2.1.6 (Transfer Travel Product onto Oyster Photocard) of Appendix 1 (Process Document) of Schedule 4 (Service Scope Specification), and shall refund the value, where applicable, of any remaining Travelcard to the Customer.
- 10.9. With exception to paragraph 10.8, where an Oyster Photocard has PAYG credit or a Travelcard product on it, the Service Provider shall encode such PAYG credit and Travelcard onto the replacement Card in accordance with process document 2.1.6 (Transfer Travel Product onto Oyster Photocard) of Appendix 1 (Process Document) of Schedule 4 (Service Scope Specification).
- 10.10. Subject to paragraph 10.9, where a PAYG credit or Travelcard cannot be transferred, either due to a technical issue or because the amount is outside specified parameters, the Service Provider shall process a refund of such value to the Customer.
- 10.11. Customers can only have one active Oyster Photocard at a time. Where a request for a replacement Card is made, the Service Provider shall Hotlist the existing Card in accordance with paragraph 3.4 of Schedule 4 (Service Scope Specification).

## **11. 5-10 Oyster Photocard scheme**

### **11.1. Scheme overview**

- 11.1.1. The 5-10 Oyster Photocard enables eligible Customers, who are between the ages of 5 and 10, for free and child-rate fares travel on selected TfL Network services and National Rail services.

### **11.2. Scheme features**

- 11.2.1. Details of the concessionary travel features of the scheme are detailed in document titled CSM Scheme Features, as updated from time to time.
- 11.2.2. Details of the parameters used to encode the Card are detailed in Appendix 4 (Oyster Photocard Encoding Parameters) of Schedule 6 (Systems Integration).

### 11.3. Eligibility

11.3.1. Only a parent or guardian of an applicant may apply for a 5-10 Oyster Photocard where the applicant, the parent or guardian is applying on behalf of, meets the age eligibility criteria.

11.3.2. There is no residency criteria for this scheme, applicants can live in London, elsewhere in the UK or overseas.

11.3.3. Parents or guardians may submit applications for applicants from the ages of 4 years and 11 months, where the Photocard will be valid even though the applicant is not five (5) years old yet.

11.3.4. Applicants over the age of 10 years and 9 months and under 16 on 31st August, prior to the start of the academic year, may apply for an 11 – 15 Oyster Photocard.

### 11.4. Card expiry

11.4.1. The 5-10 Oyster Photocard shall expire one (1) day before a Customer's 11th birthday.

### 11.5. Administration fees

11.5.1. A new application fee is payable by Customers. The value of which is set by the Authority and is subject to change. As of the date of the Contract the new applicant Card fee is £10.

11.5.2. A Card replacement fee is payable by Customers whom have requested a replacement Card due to the Card being reported as lost, stolen or damaged. The value payable by a Customer for a replacement Card is set by the Authority and is subject to change. As of the date of the Contract the Card replacement fee is £10.

11.5.3. No fee is payable, by the Customer, in the event a Card is reported as failed.

11.5.4. London residents may pay administration fees via the Customer's web account, the contact centre, or at a Post Office.

11.5.5. Non-London UK and non-UK residents may pay online or by calling the contact centre.

### 11.6. Application

11.6.1. Only a parent or guardian can apply for a 5-10 Oyster Photocard, on behalf of the applicant.

11.6.2. The parent/guardian must have created an web account to submit an application for a 5-10 Oyster Photocard, via the Customer Online Component.

11.6.3. Creating a web account requires the following information:

11.6.3.1. parent / guardian's name;

11.6.3.2. parent / guardian address;

11.6.3.3. parent/guardian's date of birth;

11.6.3.4. parent/guardian's email address;

- 11.6.3.5. security question type; and
- 11.6.3.6. security question answer.
- 11.6.4. Applications require the following information:
  - 11.6.4.1. Applicant's name;
  - 11.6.4.2. applicant's date of birth;
  - 11.6.4.3. colour digital photograph of the applicant; and
  - 11.6.4.4. machine readable passport number, where applicable and available (not required for non-UK residents).
- 11.6.5. Applications for this scheme may be submitted anytime throughout the year.
- 11.7. Applicant residency
  - 11.7.1. London borough residents
    - 11.7.1.1. Where an applicant **has a machine readable passport**, the parent/guardian may submit and pay for the application online.
    - 11.7.1.2. Where an applicant **does not have a machine readable passport**, therefore unable to verify their age online, the parent/guardian may continue to submit an online application, however they are required to download an ID Verification Letter (available in their web account). The ID Verification Letter together with the applicants ID for proof of age, in accordance with paragraph 8.6, can then be presented to a Post Office for processing, together with payment for the new application fee.
    - 11.7.1.3. Where an applicant **does not have a machine readable passport and does not have any identification**, therefore unable to verify their age online, the parent/guardian may continue to submitted an online application, however they are required to download an ID Verification Letter (available in their web account), and ensure the applicant's school complete the selected fields on the ID Verification Letter to verify the applicants age. The completed ID Verification Letter can then be presented to a Post Office for processing, together with payment for the new application fee.
    - 11.7.1.4. Where the parent/guardian is **unable to make the new application payment online**, the parent/guardian may continue to submit an online application, however they are required to download ID Verification Letter (available in their web account). The ID Verification Letter can then be presented to a Post Office for processing, together with payment for the new application fee.
    - 11.7.1.5. Where an **application cannot be submitted online for any other reason**, a parent/guardian may telephone the contact centre, for an SP Agent to (i) create an web account, where applicable and/or (ii) submit an application; on the parent/guardian's behalf. This may require:
      - 11.7.1.5.1.the SP Agent to use a 'ghost' email address where the parent/guardian does not have an email address;

- 11.7.1.5.2. where the applicant does not have a machine readable passport number the SP Agent shall enclose and send a cover letter, to the parent/guardian, with:
- 11.7.1.5.2.1. an ID Verification Letter to be presented to a Post Office for processing together with the applicants ID for proof of age, in accordance with paragraph 8.6, and payment for the new application fee; and
  - 11.7.1.5.2.2. a Photo Update Form, with a return addressed envelope, for the parent/guardian to attach a colour passport style photograph of the applicant, and return to the Service Provider.
- 11.7.1.5.3. Where the applicant does not have any identification the SP Agent shall enclose and send a cover letter, to the parent/guardian, with:
- 11.7.1.5.3.1. an ID Verification Letter for completion by the parent/guardian and the applicant's school, for submission at a Post Office together with payment for the new application fee; and
  - 11.7.1.5.3.2. a Photo Update Form with a return addressed envelope, for the parent/guardian to attach a colour passport style photograph of the applicant, and return to the Service Provider.
- 11.7.1.5.4. where the parent/guardian is unable to make the payment over the telephone, the SP Agent shall send an ID Verification Letter to the parent/guardian. The ID Verification Letter can then be presented to a Post Office for processing, together with payment for the new application fee.
- 11.7.1.5.5. Subject to a successful verification of the applicants age and payment has been successful, and where the applicant's photograph has not already been requested in the instances of paragraphs 11.7.1.5.2 or 11.7.1.5.2.1, a Photo Update Form is sent to parent/guardian, with a return addressed envelope, for the parent/guardian to attach a colour passport style photograph of the applicant, and return to the Service Provider.
- 11.7.1.5.6. The Photo Update Form contains a unique system generated barcode. Upon receipt of a completed Photo Upload Form, the Service Provider shall scan the form and add the photograph to the applicant's application.
- 11.7.1.6. In the instance the applicant has validated their age at a Post Office, and the date of birth provided at the Post Office doesn't match the date of birth provided on the application, the application will be rejected. In accordance Annex 6 of Appendix 7 of Schedule 4 (Service Scope Specification) an automatic notification shall be sent to the parent/guardian via email to the registered email address, (or by post if a ghost email address is used). Once they provide appropriate proof, the Service Provider shall update the MUC accordingly before a Photocard can be issued.
- 11.7.2. Non London UK residents

- 11.7.2.1. In accordance with paragraph 11.5.5, non-London UK application fee may be paid for online or by calling the contact centre.
- 11.7.2.2. For applicants who do not live in London, parents/guardians may only submit an application online.
- 11.7.2.3. Where an applicant **has a machine readable passport**, the parent/guardian may submit and pay for the application online. The Card shall be dispatched to the address as stated in the application.
- 11.7.2.4. For applicants who live in the UK but outside of London, who **do not have a machine readable passport**, therefore unable to verify their age online, the parent/guardian may continue to submit an online application, and subject to successful online payment, will have their Oyster Photocard sent to a Visitor Centre, as nominated by the applicant in their application process. Furthermore:
- 11.7.2.5. These applications must be submitted by the applicant no less than four (4) weeks before and no more than three (3) months before their nominated Visitor Centre collection date.
- 11.7.2.6. Upon collection of the Photocard at the Visitor Centre, the applicant shall present proof of age identification and application confirmation email.
- 11.7.2.7. In the event the date of birth on the application and proof of age identify do not match, a VC representative will contact an Authority personnel to rectify the situation.
- 11.7.2.8. Non UK residents
- 11.7.2.9. In accordance with paragraph 11.5.5, non-UK application fee may pay online or by calling the contact centre.
- 11.7.2.10. For applicants who do not live in the UK, parents/guardians may only submit an application online.
- 11.7.2.11. Subject to successful online application and payment, the Oyster Photocard will be sent to a Visitor Centre, as nominated by the applicant in their application process. Furthermore:
- 11.7.2.12. These applications must be submitted by the applicant no less than four (4) weeks before and no more than three (3) months before their nominated Visitor Centre collection date.
- 11.7.2.13. Upon collection of the Photocard at the Visitor Centre, the applicant shall present proof of age identification and application confirmation email.
- 11.7.2.14. In the event the date of birth on the application and proof of age identify do not match, a VC representative will contact an Authority personnel to rectify the situation.
- 11.7.2.15. General application information
- 11.7.2.16. Pursuant to paragraph 11.7.1 and in accordance with paragraph 8.4, the required field(s) that an applicant is to populate for verification reasons shall be determined by the Concessions System, and the ID Verification Letter shall reflect those required fields, as well as any other

standard information as included in the ID Verification Letter template as agreed between the Post Office and the Authority.

11.7.2.17. The Service Provider shall undertake an application verification process, and only subject to the applicant being successful, a Card will be issued to the applicant.

11.7.2.18. For the 5-10 Oyster Photocard scheme, the verification process shall include:

11.7.2.18.1. completion of online application form;

11.7.2.18.2. receipt of new application administration fees;

11.7.2.18.3. Photo Update Form, scanned and added to customer record (where applicable);

11.7.2.18.4. photograph meets guidelines;

11.7.2.18.5. ID Verification Letter requirements validated and payment made at the collection point managed by the Authority's sub-contractor (currently Post Office);

11.7.2.18.6. duplicate matching in accordance with Appendix 13 (Duplicate matching) of this Schedule 4 (Service Scope Specification), to ensure Customers do not hold multiple Photocards; and

11.7.2.18.7. eligibility for the scheme.

11.7.2.19. In the event an applicant's photograph does not meet the guidelines as determined by a SP Agent, the application shall be rejected and a notification is triggered to be sent to the applicant, as listed in Annex 6 of Appendix 7 of Schedule 4 (Service Scope Specification) advising applicants that they may upload a new photograph via their web account, until a photograph is accepted, at no additional charge.

11.7.2.20. Following submission of a Completed Application, an email confirmation is sent to the applicant providing a unique application reference number.

## 11.8. Demand profile

11.8.1. During the financial year 2014/ 2015 approximately 10,000 5-10 Oyster Photocards were issued and 265,000 calls were received (including calls about 11-15 Oyster Photocard).

11.8.2. Demand is even throughout the year.

## 11.9. Products

11.9.1. 5-10 Oyster Photocard Customers can add the following product to their Photocard:

11.9.1.1. PAYG credit up to the value of £90.

## 11.10. Behaviour code

11.10.1. 5-10 Oyster Photocard Customers are subject to TfL's Young Person's Behaviour Code, however as passengers between 5-10 do not have to

possess an 5-10 Oyster Photocard to travel free on Bus and Tram, TfL are not able to enforce the behaviour code in terms of withdrawing the free Bus and Tram concessionary travel.

## 12. 11-15 Oyster Photocard scheme

### 12.1. Scheme overview

12.1.1. The 11-15 Oyster Photocard enables eligible Customers, who meet the age criteria, for free and child-rate fares travel on selected TfL Network services and National Rail services.

### 12.2. Scheme features

12.2.1. Details of the concessionary travel features of the scheme are detailed in document titled CSM Scheme Features, as updated from time to time.

12.2.2. Details of the parameters used to encode the Card are detailed in Appendix 4 (Oyster Photocard Encoding Parameters) of Schedule 6 (Systems Integration).

### 12.3. Eligibility

12.3.1. Only a parent or guardian of an applicant may apply for a 11-15 Oyster Photocard where the applicant, the parent or guardian is applying on behalf of, meets the age eligibility criteria.

12.3.2. The applicant is aged between 11 to 15 years, and is under 16 on 31 August prior to the start of the academic year that the application is being submitted for i.e. Applicant is 16 and applying in January 2017 but they were 15 on 31st August 2016, therefore they are eligible for an 11-15 Oyster Photocard.

12.3.3. There is no residency criteria for this scheme, applicants can live in London, elsewhere in the UK or overseas.

12.3.4. The applicant is not subject to a sanction, due to failure to meet the Young Person's Behaviour Code, as described in paragraph 12.10.

### 12.4. Card expiry

12.4.1. The 11-15 Oyster Photocard will expire on 30th September after the end of the academic year in which the Customer turns 16 i.e.

Date of birth	Expiry date of Photocard	Customer age at the time of expiry
19/05/2001	30/09/2017	16
07/05/2000	30/09/2016	16
09/10/2004	30/09/2021	16
25/09/2000	30/09/2017	17

### 12.5. Administration fees

12.5.1. A new application fee is payable by Customers. The value of which is set by the Authority and is subject to change. As of the date of the Contract the new applicant Card fee is £15.

12.5.2. A Card replacement fee is payable by Customers whom have requested a replacement Card due to the Card being reported as lost, stolen or damaged. The value payable by a Customer for a replacement Card is set by the Authority and is subject to change. As of the date of the Contract the Card replacement fee is £10.

12.5.3. No fee is payable, by the Customer, in the event a Card is reported as failed.

12.5.4. London residents may pay administration fees via the Customer's web account, the contact centre, or at a Post Office.

12.5.5. Non-London and non-UK residents may pay online or by calling the contact centre.

## 12.6. Application

12.6.1. Only a parent or guardian can apply for an 11-15 Oyster Photocard, on behalf of the applicant.

12.6.2. The parent or guardian must have created a web account to submit an application for an 11-15 Oyster Photocard, via the Customer Online Component.

12.6.3. Creating a web account requires the following information:

12.6.3.1. parent / guardian's name;

12.6.3.2. parent / guardian address;

12.6.3.3. parent/guardian's date of birth;

12.6.3.4. parent/guardian's email address;

12.6.3.5. security question type; and

12.6.3.6. security question answer.

12.6.4. Applications require the following information:

12.6.4.1. applicant's name;

12.6.4.2. applicant's date of birth;

12.6.4.3. colour digital photograph of the applicant; and

12.6.4.4. machine readable passport number, where applicable and available (not required for non-UK residents).

12.6.5. Applicants, whom have previously verified their age as part of an online Zip application from the same web account and were in possession of a Zip Photocard are not required to verify their age again, and therefore the provision in paragraph 12.7.1.1 shall apply.

12.6.6. Applications for this scheme may be submitted anytime throughout the year.

## 12.7. Applicant residency

12.7.1. London borough residents

- 12.7.1.1. Where an applicant **has a machine readable passport** or has **previously verified their age** in accordance with paragraph 12.6.5, the parent/guardian may submit and pay for the application online.
- 12.7.1.2. Where an applicant **does not have a machine readable passport**, therefore unable to verify their age online, the parent/guardian may continue to submit an online application, however they are required to download an ID Verification Letter (available in their web account). The ID Verification Letter together with the applicants ID for proof of age, in accordance with paragraph 8.6, can then be presented to a Post Office for processing, together with payment for the new application fee.
- 12.7.1.3. Where an applicant **does not have a machine readable passport** and **does not have any identification**, therefore unable to verify their age online, the parent/guardian may continue to submit an online application, however they are required to download an ID Verification Letter (available in their web account), and ensure the applicant's school complete the selected fields on the ID Verification Letter to verify the applicants age. The completed ID Verification Letter can then be presented to a Post Office for processing, together with payment for the new application fee.
- 12.7.1.4. Where the parent/guardian is **unable to make the new application payment online**, the parent/guardian may continue to submit an online application, however they are required to download an ID Verification Letter (available in their web account). The ID Verification Letter can then be presented to a Post Office for processing, together with payment for the new application fee.
- 12.7.1.5. Where an **application cannot be submitted online for any other reason**, a parent/guardian may telephone the contact centre, for a SP Agent to (i) create an web account, where applicable and/or (ii) submit an application; on the parent/guardian's behalf. This may require:
- 12.7.1.5.1. the SP Agent to use a 'ghost' email address where the parent/guardian does not have an email address;
- 12.7.1.5.2. where the applicant does not have a machine readable passport number the SP Agent shall enclose and send a cover letter, to the parent/guardian, with:
- 12.7.1.5.2.1. an ID Verification Letter to be presented to a Post Office for processing together with the applicants ID for proof of age, in accordance with paragraph 8.6, and payment for the new application fee; and
- 12.7.1.5.2.2. a Photo Update Form, with a return addressed envelope, for the parent/guardian to attach a colour passport style photograph of the applicant, and return to the Service Provider.
- 12.7.1.5.3. Where the applicant does not have any identification the SP Agent shall enclose and send a cover letter, to the parent/guardian, with:
- 12.7.1.5.3.1. an ID Verification Letter for completion by the parent/guardian and the applicant's school, for submission at a

Post Office together with payment for the new application fee;  
and

12.7.1.5.3.2. a Photo Update Form with a return addressed envelope, for the parent/guardian to attach a colour passport style photograph of the applicant, and return to the Service Provider.

12.7.1.5.4. where the parent/guardian is unable to make the payment over the telephone, the SP Agent shall send an ID Verification Letter to the parent/guardian. The ID Verification Letter can then be presented to a Post Office for processing, together with payment for the new application fee.

12.7.1.5.5. Subject to a successful verification of the applicants age and payment has been successful, and where the applicant's photograph has not already been requested in the instances of paragraphs 12.7.1.5.2 or 12.7.1.5.3, a Photo Update Form is sent to parent/guardian, with a return addressed envelope, for the parent/guardian to attach a colour passport style photograph of the applicant, and return to the Service Provider.

12.7.1.5.6. The Photo Update Form contains a unique system generated barcode. Upon receipt of a completed Photo Upload Form, the Service Provider shall scan the form and add the photograph to the applicant's application.

12.7.1.6. In the instance the applicant has validated their age at a Post Office, and the date of birth provided at the Post Office doesn't match the date of birth provided on the application, the application will be rejected. In accordance with Annex 6 (notifications triggers) of Appendix 7 of Schedule 4 (Service Scope Specification) an automatic notification shall be sent to the parent/guardian via email to the registered email address (or by post if a ghost email address is used). Once they provide appropriate proof, the Service Provider shall update the MUC accordingly before a Photocard can be issued.

## 12.7.2. Non London UK residents

12.7.2.1. In accordance with paragraph 12.5.5, non-London UK application fee may be paid online or by calling the contact centre.

12.7.2.2. For applicants who do not live in London, parents/guardians may only submit an application online.

12.7.2.3. Where an applicant **has a machine readable passport** or **has previously verified their age** in accordance with paragraph 12.6.5, the parent/guardian may submit and pay for the application online. The Card shall be dispatched to the address as stated in the application.

12.7.2.4. For applicants who live in the UK but outside of London, who **do not have a machine readable passport**, therefore unable to verify their age online, the parent/guardian may continue to submit an online application, and subject to successful online payment, will have their Oyster Photocard sent to a Visitor Centre, as nominated by the applicant in their application process. Furthermore:

12.7.2.4.1. These applications must be submitted by the applicant no less than four (4) weeks before and no more than three (3) months before their nominated Visitor Centre collection date.

12.7.2.4.2. Upon collection of the Photocard at the Visitor Centre, the applicant shall present proof of age identification and application confirmation email.

12.7.2.4.3. In the event the date of birth on the application and proof of age identify do not match, a VC representative will contact an Authority personnel to rectify the situation.

### 12.7.3. Non UK residents

12.7.3.1. In accordance with paragraph 12.5.5, non-UK application fee may be paid online or by calling the contact centre.

12.7.3.2. For applicants who do not live in the UK, parents/guardians may only submit an application online.

12.7.3.3. Subject to successful online application and payment, the Oyster Photocard will be sent to a Visitor Centre, as nominated by the applicant in their application process. Furthermore:

12.7.3.3.1. These applications must be submitted by the applicant no less than four (4) weeks before and no more than three (3) months before their nominated Visitor Centre collection date.

12.7.3.3.2. Upon collection of the Photocard at the Visitor Centre, the applicant shall present proof of age identification and application confirmation email.

12.7.3.3.3. In the event the date of birth on the application and proof of age identify do not match, a VC representative will contact an Authority personnel to rectify the situation.

### 12.7.4. General application information

12.7.4.1. Pursuant to paragraph 12.7.1 and in accordance with paragraph 8.4, the required field(s) that an applicant is to populate for verification reasons shall be determined by the Concessions System, and the ID Verification Letter shall reflect those required fields, as well as any other standard information as included in the ID Verification Letter template as agreed between the Post Office and the Authority.

12.7.4.2. The Service Provider shall undertake an application verification process, and only subject to the applicant being successful, a Card will be issued to the applicant.

12.7.4.3. For the 11-15 Oyster Photocard scheme, the verification process shall include:

12.7.4.3.1. completion of online application form;

12.7.4.3.2. receipt of new application administration fees;

12.7.4.3.3. Photo Update Form, scanned and added to customer record (where applicable);

12.7.4.3.4. photograph meets guidelines;

12.7.4.3.5.ID Verification Letter requirements validated and payment made at the collection point managed by the Authority's sub-contractor (currently Post Office);

12.7.4.3.6.duplicate matching in accordance with Appendix 13 (Duplicate matching) of this Schedule 4 (Service Scope Specification), to ensure Customers do not hold multiple Photocards;

12.7.4.3.7.eligibility for the scheme; and

12.7.4.3.8.do not have an life of scheme sanction applied, see paragraph 12.10.8.

12.7.4.4. In the event an applicant's photograph does not meet the guidelines as determined by a SP Agent, the application shall be rejected and a notification is triggered to be sent to the applicant, as listed in Annex 6 of Appendix 7 of Schedule 4 (Service Scope Specification) advising applicants that they may upload a new photograph via their web account, until a photograph is accepted, at no additional charge.

12.7.4.5. Following submission of a Completed Application, an email confirmation is sent to the applicant providing a unique application reference number.

## 12.8. Demand profile

12.8.1. During the financial year 2014/ 2015 approximately 360,000 11-15 Oyster Photocards were issued and 265,000 calls were received (calls include those for 5-10 Oyster Photocard scheme).

12.8.2. Demand is even throughout the year with a slight increase at the beginning of each school term and a larger one at the start of the academic year i.e. September/October.

## 12.9. Products

12.9.1. 11-15 Oyster Photocard Customers can add the following product to their Photocard:

12.9.1.1. PAYG credit up to the value of £90; and

12.9.1.2. Travelcards: 7 Day, Monthly, 3 Monthly, 6 Monthly, Annual or Odd-Period, where the Travelcard expiry date must be before or on the same date as the expiry date of the Oyster Photocard.

## 12.10. Behaviour code

12.10.1. 11-15 Oyster Photocard Customers are subject to TfL's Young Person's Behaviour Code. Failure to adhere to the code may result in the withdrawal of the free Bus and Tram travel concession which comes with an 11-15 Oyster Photocard for a period of time.

12.10.2. Applicants are required to agree to the 11-15 Oyster Photocard scheme terms and conditions, which include the Young Person's Behaviour Code, as part of the application process.

12.10.3. A TfL division - Enforcement and On-Street Operations (“EOS”) are responsible for applying a sanction onto a Customer account in the MUC where a Customer is in breach of the Young Persons Behaviour Code.

12.10.4. Upon such sanction in the MUC the Customer’s Photocard shall be added to the Hotlist file with the associated Hotlist reason code, in accordance with Appendix 10 of Schedule 4 (Service Scope Specification).

12.10.5. In the event a Customer has breached the Young Person’s Behaviour Code and a sanction is to be applied to the Customer’s Oyster Photocard, the sanction period shall be in accordance with the table below, which are subject to change .

Breach of Young Person’s Behaviour Code	6 mths	12 mths	Life of scheme
Commit any crime that affects TfL services, passengers, staff or property			✓
Failure to look after your Oyster Photocard: <ul style="list-style-type: none"> <li>• Allow someone else to use Oyster Photocard</li> <li>• Defacement of Oyster Photocard</li> <li>• Failure to report it lost, stolen or damaged within a reasonable time, even if you do not plan to get a replacement straight away</li> </ul>		✓	
Smoke, take drugs or drink alcohol on TfL vehicles and/or premises		✓	
Behave in a way that TfL consider to be antisocial: <ul style="list-style-type: none"> <li>• Behave offensively, bully or threaten others</li> <li>• Swear or use offensive language</li> <li>• Reports of playing music out loud</li> </ul>		✓	
Failure to meet TfL’s Conditions of Carriage. <ul style="list-style-type: none"> <li>• Non-validation of Oyster Photocard with free travel (2 recorded in rolling 12 months. First offence result in warning letter)</li> </ul>	✓		

12.10.6. Where a sanction is applied, a Customer may apply for a ‘non-concessionary’ 11-15 Oyster Photocard, and the Service Provider shall process the application in accordance with paragraph 13, and shall encode the Photocard as detailed in Appendix 4 (Oyster Photocard Encoding Parameters) of Schedule 6 (Systems Integration).

12.10.7. Where a sanction is applied to a Customer’s 11-15 Oyster Photocard, and the 11-15 Oyster Photocard expires during the period of which the sanction is live, the remaining period of the sanction shall be applicable to the Customer, therefore in the event the Customer submits an application for a 16+ Oyster Photocard during the remaining sanction period, the application shall be rejected.

- 12.10.8. Where a sanction is for 'life of scheme', the sanction shall be in place permanently preventing a Customer from being eligible for the concessionary 11-15 Oyster Photocard or a 16+ Oyster Photocard.
- 12.10.9. In the event a Customer appeals a sanction applied to their Oyster Photocard and the appeal is upheld, the EOS are responsible for updating the Customer and the Customer's record in MUC.
- 12.10.10. Upon completion of a fixed period sanction, the Concessions System shall send the Customer an automatic notification stating that the Customer may re-apply for the Photocard.

### **13. 16+ Oyster Photocard scheme**

#### 13.1. Scheme overview

- 13.1.1. The 16+ Oyster Photocard enables eligible Customers, who meet the age criteria, for free and child-rate fares travel on selected TfL Network services and National Rail services.

#### 13.2. Scheme features

- 13.2.1. Details of the concessionary travel features of the scheme are detailed in document titled CSM Scheme Features, as updated from time to time.
- 13.2.2. Details of the parameters used to encode the Card are detailed in Appendix 4 (Oyster Photocard Encoding Parameters) of Schedule 6 (Systems Integration).

#### 13.3. Eligibility

- 13.3.1. Only a parent or guardian of an applicant aged 16 or 17 may apply for a 16+ Oyster Photocard where the applicant, the parent or guardian is applying on behalf of, meets the age eligibility criteria.

- 13.3.1.1. The applicant is aged 16 or 17 on the 31st August prior to the start of the academic year and a resident of a London borough; or

- 13.3.1.2. The applicant is aged 18 on the 31st August prior to the start of the academic year and is resident of a London borough and in qualifying full time education, which must be either:

- 13.3.1.2.1. At least 12 hours of guided learning per week, between 09:00-17:00, Monday to Friday;

- 13.3.1.2.2. In a sixth form college, academy, further education college or other training provider; or

- 13.3.1.2.3. At least 10 weeks on a further education course at Level 3. Examples of Level 3 courses include:

- 13.3.1.2.3.1. A-levels (AS/A2)

- 13.3.1.2.3.2. Vocational awards such as BTEC and NVQ qualifications at level 3

- 13.3.1.2.3.3. The International Baccalaureate

- 13.3.1.3. The applicant is 16 or 17 for a non-London borough resident;

13.3.1.4. The applicant is not subject to a sanction, due to failure to meet the Young Person's Behaviour Code.

13.3.2. Applicants that meet that age criteria in 13.3.1.2 are to submit applicants for themselves, and not via their parent/guardian web account.

#### 13.4. Card expiry

13.4.1. A non-London borough resident's 16+ Oyster Photocard will expire the day before the Customer's 18th birthday.

13.4.2. A London borough resident Customer's 16+ Oyster Photocard will initially expire on the 30th September after the academic year in which the Customer turns 18.

13.4.3. In the event a Customer's Photocard expired in accordance with paragraph 13.4.2, and the Customer remains eligible, in accordance with paragraph 13.3.1.2, for a 16+ Oyster Photocard, a Customer may apply again and they will be issued with a 16+ Oyster Photocard valid for one (1) academic year, until 30th September of the next academic year after the Customer turns 18.

13.4.4. Example expiry dates for London borough resident are listed below:

Date of birth	Expiry date of Photocard
07/05/1999	30/09/2017
07/10/1998	30/09/2017
25/09/1997	30/09/2016 (Customer may apply for another Photocard expiring 30/09/2017 – see paragraph 13.4.3)
25/01/1997	30/09/2016

#### 13.5. Administration fees

13.5.1. A new application fee is payable by Customers. The value of which is set by the Authority and is subject to change. As of the date of the Contract the new applicant Card fee is £20.

13.5.2. A Card replacement fee is payable by Customers whom have requested a replacement Card due to the Card being reported as lost, stolen or damaged. The value payable by a Customer for a replacement Card is set by the Authority and is subject to change. As of the date of the Contract the Card replacement fee is £10.

13.5.3. No fee is payable, by the Customer, in the event a Card is reported as failed.

13.5.4. London residents may pay administration fees via the Customer's web account, the contact centre, or at a Post Office.

13.5.5. Non-London and non-UK residents may pay online or by calling the contact centre.

## 13.6. Application

13.6.1. Only a parent or guardian can apply for an 16+ Oyster Photocard, on behalf of the applicant, where the applicant is younger than 18.

13.6.2. Applicants aged 18 or over are to submit applications themselves, and not via their parent/guardian web account.

13.6.3. The parent/guardian or applicant, where authorised in accordance with the above paragraph, must have created a web account to submit an application for an 16+ Oyster Photocard, via the Customer Online Component.

13.6.4. Creating a web account requires the following information:

13.6.4.1. 18 or over applicant / parent / guardian's name;

13.6.4.2. 18 or over applicant / parent / guardian's address;

13.6.4.3. 18 or over applicant / parent / guardian's date of birth;

13.6.4.4. 18 or over applicant / parent / guardian's email address;

13.6.4.5. security question type; and

13.6.4.6. security question answer.

13.6.5. Applications require the following information:

13.6.5.1. applicant's name;

13.6.5.2. applicant's date of birth;

13.6.5.3. colour digital photograph of the applicant;

13.6.5.4. machine readable passport number, where applicable and available (not required for non-UK residents);

13.6.5.5. name of school/college (if applicant is 18 or over); and

13.6.5.6. name of the London borough applicant lives in (London residents only).

13.6.6. Applicants, whom have previously verified their age as part of an online Zip application from the same web account and were in possession of a Zip Photocard are not required to verify their age again, and therefore the provision in paragraph 13.7.1.1 shall apply.

13.6.7. Applications for this scheme may be submitted anytime throughout the year, however in accordance with CON\_MUC\_REQ\_338 of Annex 3 of Appendix 7 of Schedule 4 (Service Scope Specification), it may be more beneficial to wait until the scheme opens for the following academic year before submitting an application to maximise the duration of the concessionary discount as for London residences it is based on their date of birth and their application date.

## 13.7. Application residency

13.7.1. London borough residents

13.7.1.1. Where an applicant **has a machine readable passport** or has **previously verified their age** in accordance with paragraph 13.6.6, and is eligible due to fulfilling paragraph 13.3.1.1 therefore not required to be

in qualifying full time education, the parent/guardian or applicant may submit and pay for the application online.

- 13.7.1.2. Where an applicant **does not have a machine readable passport**, therefore unable to verify their age online, the parent/guardian may continue to submit an online application, however they are required to download an ID Verification Letter (available in their web account). The ID Verification Letter together with the applicants ID for proof of age, in accordance with paragraph 8.6, can then be presented to a Post Office for processing, together with payment for the new application fee.
- 13.7.1.3. Where the parent/guardian or applicant is **unable to make the new application payment online** or where their **debit/credit card registered address is not the same as their London residential address**, the parent/guardian or applicant may continue to submit an online application, however they are required to download an ID Verification Letter (available in their web account). The ID Verification Letter can then be presented to a Post Office for processing, together with payment for the new application fee and proof of London borough residential address, in accordance with paragraph 8.7.
- 13.7.1.4. Where the applicant is eligible by fulfilling paragraph 13.3.1.2, they are required to download an ID Verification Letter (available in their web account), which shall require their school/college to sign/stamp the letter. The completed ID Verification Letter together with the applicants ID, in accordance with paragraph 8.6, can then be presented to a Post Office for processing, together with payment for the new application fee.
- 13.7.1.5. Where an **application cannot be submitted online for any other reason**, a parent/guardian or applicant may telephone the contact centre, for a SP Agent to (i) create a web account, where applicable and/or (ii) submit an application; on the parent/guardian or applicant's behalf. This may require:
  - 13.7.1.5.1. the SP Agent to use a 'ghost' email address where the parent/guardian or applicant does not have an email address;
  - 13.7.1.5.2. where the applicant does not have a machine readable passport number the SP Agent shall enclose and send a cover letter, to the parent/guardian or applicant, with:
    - 13.7.1.5.2.1. an ID Verification Letter to be presented to a Post Office for processing together with the applicants ID for proof of age, in accordance with paragraph 8.6, and payment for the new application fee; and
    - 13.7.1.5.2.2. a Photo Update Form, with a return addressed envelope, for the parent/guardian or applicant to attach a colour passport style photograph of the applicant, and return to the Service Provider.
  - 13.7.1.5.3. Where the parent/guardian or applicant is unable to make the payment over the telephone or the debit/credit card registered address is not the same as their residential address, the SP Agent shall send an ID Verification Letter to the parent/guardian or

applicant. The ID Verification Letter can then be presented to a Post Office for processing, together with payment for the new application fee and proof of London borough residential address, in accordance with paragraph 8.7.

13.7.1.5.4. Where the applicant is eligible by fulfilling paragraph 13.3.1.2, the SP Agent will send an ID verification Letter to the applicant for them to complete the required fields on an ID Verification Letter, which shall include their school/college to sign/stamp the letter. The completed ID Verification Letter together with the applicants ID, in accordance with paragraph 8.6, can then be presented to a Post Office for processing, together with payment for the new application fee.

13.7.1.5.5. Subject to a successful verification of the applicants age and payment has been successful, and where the applicant's photograph has not already been requested in the instances of paragraphs 13.7.1.5.2, a Photo Update Form is sent to parent/guardian or applicant, with a return addressed envelope, for the parent/guardian or applicant to attach a colour passport style photograph of the applicant, and return to the Service Provider.

13.7.1.5.6. The Photo Update Form contains a unique system generated barcode. Upon receipt of a completed Photo Upload Form, the Service Provider shall scan the form and add the photograph to the applicant's application.

13.7.1.6. In the instance the applicant has validated their age at a Post Office, and the date of birth provided at the Post Office doesn't match the date of birth provided on the application, the application will be rejected. In accordance with Annex 6 (notification triggers) of Appendix 7 of Schedule 4 (Service Scope Specification) an automatic notification shall be sent to the parent/guardian or applicant via email to the registered email address, (or by post if a ghost email address is used). Once they provide appropriate proof, the Service Provider shall update the MUC accordingly before a Photocard can be issued.

#### 13.7.2. Non London UK residents

13.7.2.1. In accordance with paragraph 13.5.5, non-London UK application fee may be paid online or by calling the contact centre.

13.7.2.2. For applicants who do not live in London, parents/guardians may only submit an application online.

13.7.2.3. Where an applicant **has a machine readable passport** or has **previously verified their age** in accordance with paragraph 13.6.6, the parent/guardian may submit and pay for the application online. The Card shall be dispatched to the address as stated in the application.

13.7.2.4. For applicants who live in the UK but outside of London, who **do not have a machine readable passport**, therefore unable to verify their age online, the parent/guardian may continue to submit an online application, and subject to successful online payment, will have their

Oyster Photocard sent to a Visitor Centre, as nominated by the applicant in their application process. Furthermore:

13.7.2.4.1. These applications must be submitted by the applicant no less than four (4) weeks before and no more than three (3) months before their nominated Visitor Centre collection date.

13.7.2.4.2. Upon collection of the Photocard at the Visitor Centre, the applicant shall present proof of age identification and application confirmation email.

13.7.2.4.3. In the event the date of birth on the application and proof of age identify do not match, a VC representative will contact an Authority personnel to rectify the situation.

### 13.7.3. Non UK residents

13.7.3.1. In accordance with paragraph 13.5.5, non-UK application fee may be paid online or by calling the contact centre.

13.7.3.2. For applicants who do not live in the UK, parents/guardians may only submit an application online.

13.7.3.3. Subject to successful online application and payment, the Oyster Photocard will be sent to a Visitor Centre, as nominated by the applicant in their application process. Furthermore:

13.7.3.3.1. These applications must be submitted by the applicant no less than four (4) weeks before and no more than three (3) months before their nominated Visitor Centre collection date.

13.7.3.3.2. Upon collection of the Photocard at the Visitor Centre, the applicant shall present proof of age identification and application confirmation email.

13.7.3.3.3. In the event the date of birth on the application and proof of age identify do not match, a VC representative will contact an Authority personnel to rectify the situation.

### 13.7.4. General application information

13.7.4.1. Pursuant to paragraph 13.7.1 and in accordance with paragraph 8.4, the required field(s) that an applicant is to populate for verification reasons shall be determined by the Concessions System, and the ID Verification Letter shall reflect those required fields, as well as any other standard information as included in the ID Verification Letter template as agreed between the Post Office and the Authority.

13.7.4.2. The Service Provider shall undertake an application verification process, and only subject to the applicant being successful, a Card will be issued to the applicant.

13.7.4.3. For the 16+ Oyster Photocard scheme, the verification process shall include:

13.7.4.3.1. completion of online application form;

13.7.4.3.2. receipt of new application administration fees;

13.7.4.3.3. proof of London residence (where applicable);

- 13.7.4.3.4. proof of qualifying full time education (where applicable);
- 13.7.4.3.5. Photo Update Form, scanned and added to customer record (where applicable);
- 13.7.4.3.6. photograph meets guidelines;
- 13.7.4.3.7. ID Verification Letter requirements where required, validated and payment made at the collection point managed by the Authority's sub-contractor (currently Post Office);
- 13.7.4.3.8. duplicate matching in accordance with Appendix 13 (Duplicate matching) of this Schedule 4 (Service Scope Specification), to ensure Customers do not hold multiple Photocards;
- 13.7.4.3.9. eligibility for the scheme; and
- 13.7.4.3.10. do not have a sanction applied, see paragraph 13.10.

13.7.4.4. In the event an applicant's photograph does not meet the guidelines as determined by a SP Agent, the application shall be rejected and a notification is triggered to be sent to the applicant, as listed in Annex 6 of Appendix 7 of Schedule 4 (Service Scope Specification) advising applicants that they may upload a new photograph via their web account, until a photograph is accepted, at no additional charge.

13.7.4.5. Following submission of a Completed Application, an email confirmation is sent to the applicant providing a unique application reference number.

### 13.8. Demand profile

13.8.1. During the financial year 2014/ 2015 approximately 200,000 16+ Oyster Photocards were issued and 180,000 calls were received. Demand is very high during August through to October.

13.8.2. Customers often leave applying until the last minute so there is generally a surge in applications and therefore Card Fulfilment demand around end of September until the beginning of October, in addition to the increased demand mentioned in paragraph 13.8.1.

### 13.9. Products

13.9.1. 16+ Oyster Photocard Customers can add the following product to their Photocard:

13.9.1.1. PAYG credit up to the value of £90; and

13.9.1.2. Travelcards: 7 Day, Monthly, 3 Monthly, 6 Monthly, Annual or Odd-Period, where the Travelcard expiry date must be before or on the same date as the expiry date of the Oyster Photocard.

### 13.10. Behaviour code

13.10.1. 16+ Oyster Photocard Customers are subject to TfL's Young Person's Behaviour Code. Failure to adhere to the code may result in the withdrawal of their entire 16+ Oyster Photocard travel concessions for a period of time.

13.10.2. Applicants are required to agree to the 16+ Oyster Photocard scheme terms and conditions, which include the Young Person’s Behaviour Code, as part of the application process.

13.10.3. A TfL division - Enforcement and On-Street Operations (“EOS”) are responsible for applying a sanction onto a Customer account in the MUC where a Customer is in breach of the Young Persons Behaviour Code.

13.10.4. Upon such sanction in the MUC the Customer’s Photocard shall be added to the Hotlist file with the associated Hotlist reason code, in accordance with Appendix 10 of Schedule 4 (Service Scope Specification).

13.10.5. In the event a Customer has breached the Young Person’s Behaviour Code and a sanction is to be applied to the Customer’s Oyster Photocard, the sanction period shall be in accordance with the table below, which are subject to change.

Breach of Young Person’s Behaviour Code	6 mths	12 mths	Life of scheme
Commit any crime that affects TfL services, passengers, staff or property			✓
Failure to look after your Oyster Photocard: <ul style="list-style-type: none"> <li>• Allow someone else to use Oyster Photocard</li> <li>• Defacement of Oyster Photocard</li> <li>• Failure to report it lost, stolen or damaged within a reasonable time, even if you do not plan to get a replacement straight away</li> </ul>		✓	
Smoke, take drugs or drink alcohol on TfL vehicles and/or premises		✓	
Behave in a way that TfL consider to be antisocial: <ul style="list-style-type: none"> <li>• Behave offensively, bully or threaten others</li> <li>• Swear or use offensive language</li> <li>• Reports of playing music out loud</li> </ul>		✓	
Failure to meet TfL’s Conditions of Carriage. <ul style="list-style-type: none"> <li>• Non-validation of Oyster Photocard with free travel (2 recorded in rolling 12 months. First offence result in warning letter)</li> </ul>	✓		

13.10.6. Where a sanction is for ‘life of scheme’, the sanction shall be in place permanently preventing a Customer from being eligible for a 16+ Oyster Photocard again.

13.10.7. In the event a Customer appeals a sanction applied to their Oyster Photocard and the appeal is upheld, the EOS are responsible for updating the Customer and the Customer’s record in MUC.

13.10.8. Upon completion of a fixed period sanction, the Concessions System shall send the Customer an automatic notification stating that the Customer may re-apply for the Photocard.

## **14. 60+ London Oyster Photocard scheme**

### 14.1. Scheme overview

14.1.1. The 60+ London Oyster Photocard enables eligible Customers, who are aged 60 or over and live in a London borough, to travel for free on most of the TfL Network and selected National Rail service, until the Customer is eligible for an Older Person's Freedom Pass.

### 14.2. Scheme features

14.2.1. Details of the concessionary travel features of the scheme are detailed in document titled CSM Scheme Features, as updated from time to time.

14.2.2. Details of the parameters used to encode the Card are detailed in Appendix 4 (Oyster Photocard Encoding Parameters) of Schedule 6 (Systems Integration).

### 14.3. Eligibility

14.3.1. Applicants must be:

14.3.1.1. 60 years of age or older but not eligible for an Older Person's Freedom Pass; and

14.3.1.2. live in a London borough.

14.3.2. Applicants are not eligible if:

14.3.2.1. meet the criteria for an Older Person's Freedom Pass;

14.3.2.2. in receipt of a different Oyster Photocard; or

14.3.2.3. in receipt of a Disabled Person's Freedom Pass.

### 14.4. Card expiry

14.4.1. A 60+ London Oyster Photocard will expire two (2) weeks after the Customer becomes eligible for an Older Person's Freedom Pass in accordance with the Older Persons Freedom Pass Age Verification document, as provided by the Authority to the Service Provider.

### 14.5. Administration fees

14.5.1. A new application fee is payable by Customers. The value of which is set by the Authority and is subject to change. As of the date of the Contract the new applicant Card fee is £20.

14.5.2. A Card replacement fee is payable by Customers whom have requested a replacement Card due to the Card being reported as lost, stolen or damaged. The value payable by a Customer for a replacement Card is set by the Authority and is subject to change. As of the date of the Contract the Card replacement fee is £10.

14.5.3. No fee is payable, by the Customer, in the event a Card is reported as failed.

- 14.5.4. Customers may pay an administration fee via the Customer's web account, the contact centre, or at a Post Office.
- 14.5.5. Administration fees are to be paid with a debit or credit card that is registered to the applicant's home address, as this is used to prove London residency. Where the applicant doesn't have a payment card registered to their London home address, they may pay at the Post Office, by downloading an ID Verification Letter and presenting it to the Post Office together with payment and proof of London home address.
- 14.5.6. Acceptable forms of proof of address must be dated within last three (3) months and may include;
  - 14.5.6.1. household utility bill (e.g. gas, electric, water or fixed line telephone but not a mobile phone bill).
  - 14.5.6.2. current, valid full UK photo-card driving licence with signature or 'old style' driving licence;
  - 14.5.6.3. bank, building society or credit card statement;
  - 14.5.6.4. local authority tax bill (e.g. council tax) valid for the current year;
  - 14.5.6.5. Council or housing association rent book or statement;
  - 14.5.6.6. HM Revenue & Customs (Inland Revenue) tax document e.g. tax assessment, statement of account, notice of coding. It must contain your full name and current address. P45s and P60s are not acceptable; and
  - 14.5.6.7. original notification letter from the relevant benefits agency confirming the right to benefits or state pension.

#### 14.6. Application

- 14.6.1. An web account is created, via the Customer Online Component, as part of the application process for a 60+ London Oyster Photocard.
- 14.6.2. Applications require the following information:
  - 14.6.2.1. applicant's name;
  - 14.6.2.2. applicant's address;
  - 14.6.2.3. name of London borough applicant lives in;
  - 14.6.2.4. applicant's email address;
  - 14.6.2.5. applicant's date of birth;
  - 14.6.2.6. security question type;
  - 14.6.2.7. security question answer;
  - 14.6.2.8. colour digital photograph of the applicant; and
  - 14.6.2.9. machine readable passport number; or
  - 14.6.2.10. UK drivers licence number.
- 14.6.3. Where an applicant is unable to complete an online application because:

- 14.6.3.1. the applicant **does not have a machine readable passport or a UK drivers licence**, therefore is unable to verify their age online, the applicant may continue to submit an online application, however they are required to download an ID Verification Letter (available in their web account). The ID Verification Letter together with the applicants ID for proof of age, in accordance with paragraph 8.6, can then be presented to a Post Office for processing, together with payment for the new application fee.
- 14.6.3.2. the applicant is unable to **upload a digital photograph**, the applicant may call the call centre, whereby a SP Agent shall send a Photo Update Form with a return addressed envelope, for the applicant to attach a colour passport style photograph of the applicant, and return to the Service Provider.
- 14.6.3.3. the applicant is **unable to make payment online or where their debit/credit card registered address is not the same as their London residential address**, the applicant may continue to submit an online application, however they are required to download an ID Verification Letter (available in their web account). The ID Verification Letter can then be presented to a Post Office for processing, together with payment for the new application fee and proof of London borough residential address, in accordance with paragraph 8.7.
- 14.6.3.4. the application **cannot be submitted online** for any other reason, an applicant may telephone the contact centre, for a SP Agent to create an web account and application on their behalf.
- 14.6.3.4.1. The SP Agent may use a 'ghost' email address where the applicant does not have an email address.
- 14.6.3.4.2. Where the applicant does not have a machine readable passport number or UK drivers licence the SP Agent shall enclose and send a cover letter, to the applicant, with:
- 14.6.3.4.2.1. an ID Verification Letter to be presented to a Post Office for processing together with the applicant's proof of age or address, if required and in accordance with paragraphs 8.6 and 8.7, and payment for the new application fee; and
- 14.6.3.4.2.2. a Photo Update Form with a return addressed envelope, for the applicant to attach a colour passport style photograph of the applicant, and return to the Service Provider.
- 14.6.3.4.3. Where the applicant cannot make payment over the phone, the SP Agent shall send an ID Verification Letter to the applicant. The ID Verification Letter can then be presented to a Post Office for processing, together with payment for the new application fee and proof of London residence address and in accordance with paragraph 8.7,.
- 14.6.3.4.4. Subject to a successful verification of the applicants age, residence and payment has been successful, and where the applicant's photograph has not already been requested in the instances of paragraph 14.6.3.4.2 a Photo Update Form is sent to

applicant, with a return addressed envelope, for the applicant to attach a colour passport style photograph of the applicant, and return to the Service Provider.

14.6.3.4.5. In the instance the applicant has validated their age at a Post Office, and the date of birth provided at the Post Office doesn't match the date of birth provided on the application, the application will be rejected. In accordance with Annex 6 (notification triggers) of Appendix 7 of Schedule 4 (Service Scope Specification) an automatic notification shall be sent to the applicant via email to the registered email address, (or by post if a ghost email address is used). Once they provide appropriate proof, the Service Provider shall update the MUC accordingly before a Photocard can be issued.

14.6.4. The Service Provider shall undertake an application verification process, and only subject to the applicant being successful, a Card will be issued to the applicant.

14.6.5. For the 60+ London Oyster Photocard scheme, the verification process shall include:

14.6.5.1. completion of online application form;

14.6.5.2. receipt of new application administration fees;

14.6.5.3. Photo Update Form, scanned and added to customer record (where applicable);

14.6.5.4. photograph meets guidelines;

14.6.5.5. ID Verification Letter requirements validated and payment made at the collection point managed by the Authority's sub-contractor (currently Post Office);

14.6.5.6. duplicate matching in accordance with Appendix 13 (Duplicate matching) of this Schedule 4 (Service Scope Specification), to ensure Customers do not hold multiple Photocards;

14.6.5.7. duplicate matching against Disabled Person's Freedom Pass; and

14.6.5.8. eligibility for the scheme.

14.6.6. In the event an applicant's photograph does not meet the guidelines as determined by a SP Agent, the application shall be rejected and a notification is triggered to be sent to the applicant, as listed in Annex 6 of Appendix 7 of Schedule 4 (Service Scope Specification) advising applicants that they may upload a new photograph via their web account, until a photograph is accepted, at no additional charge.

14.6.7. Following submission of a Completed Application, an email confirmation is sent to the applicant providing a unique application reference number.

14.7. Demand profile

14.7.1. During the financial year 2014/ 2015 approximately 66, 000 60+ London Oyster Photocards were issued and 50,000 calls were received.

Demand remains the same throughout the year but demand is increasing year on year.

#### 14.8. Products

- 14.8.1. No products; Travelcards or PAYG credit, can be added to a 60+ London Oyster Photocard. If a customer needs to travel beyond the validity of their 60+ London Oyster Photocard they will be required to pay for their travel separately.

### 15. 18+ Student Oyster Photocard scheme

#### 15.1. Scheme overview

- 15.1.1. The 18+ Student Oyster Photocard scheme enables eligible Customers for student-rate travel on selected TfL Network services and National Rail services within the Greater London area. The scheme is available to applicants aged 18 or over, living at a London address during term time and enrolled with a participating school, college or university that's registered on the TfL scheme, or on a London placement with a non-participating education establishment.
- 15.1.2. The scheme operates on an annual basis broadly in line with the academic year; 1st September to 31st July. Revisions to the scheme terms and conditions are made annually, to reflect policy changes.
- 15.1.3. The 18+ Student Oyster Photocard scheme discount can be valid for up to three (3) years depending on the duration of the full-time education course students are enrolled in. Those students that are on a course greater than three (3) years are sent a new Photocard free of charge, in accordance with Appendix 12 (Card renewal) of Schedule 4 (Service Scope Specification).

#### 15.2. Scheme features

- 15.2.1. Details of the concessionary travel features of the scheme are detailed in document titled CSM Scheme Features, as updated from time to time.
- 15.2.2. Details of the parameters used to encode the Card are detailed in Appendix 4 (Oyster Photocard Encoding Parameters) of Schedule 6 (Systems Integration).

#### 15.3. Eligibility

- 15.3.1. For full-time and part-time student applicants, applicants must be:
  - 15.3.1.1. aged 18 or over;
  - 15.3.1.2. resident in a London borough during term time;
  - 15.3.1.3. enrolled with a participating Education Establishment registered on the scheme; and
  - 15.3.1.4. either one of the following:
    - 15.3.1.4.1. enrolled in a full-time course made up of at least 15 tuition-led and/or structured learning hours a week (with attendance at scheduled classes being Monday to Friday only and not including evening classes) over a minimum of 14 weeks on the same course;

- 15.3.1.4.2. receiving NHS bursary money as a full-time student;
  - 15.3.1.4.3. a full-time postgraduate student e.g. studying or writing up for 15 or more hours a week;
  - 15.3.1.4.4. enrolled in a part-time course lasting 14 weeks or more and receiving NHS bursary money; or
  - 15.3.1.4.5. a part-time postgraduate student enrolled in a course lasting a period of at least 14 weeks and receiving financial help from their education establishment as part of their Higher Education Council for England (HEFCE) discretionary additional support i.e. such as Student Opportunity allocation or Access to Learning Fund; or
  - 15.3.1.4.6. a sabbatical officer.
- 15.3.2. For placement student applications, applicants must be:
- 15.3.2.1. aged 18 or over;
  - 15.3.2.2. enrolled in a full-time course of at least 15 or more tuition-led and/or structured-learning hours a week over a period of at least 14 weeks with an education establishment not registered on the scheme;
  - 15.3.2.3. on a placement which is a mandatory part of their course;
  - 15.3.2.4. on a placement in London for at least 14 weeks; and
  - 15.3.2.5. the applicant must still be under the pastoral care of the education establishment.
- 15.3.3. Applicants are not eligible if:
- 15.3.3.1. they are undertaking on the job training with an employer who pays their wages;
  - 15.3.3.2. in receipt of an Oyster Photocard;
  - 15.3.3.3. in receipt of a Disabled Person's Freedom Pass; or
  - 15.3.3.4. in receipt of a Bus & Tram Discount Photocard.
- 15.4. Card expiry
- 15.4.1. The 18+ Student Oyster Photocard is issued for up to three (3) years, where the expiry date of the concessionary travel is dependent on the student's course end date:
- 15.4.1.1. If the course starts in September, October and ends in May, June, July or August of the same academic year, the Photocard will expire on 31st August of the course end year.
  - 15.4.1.2. If the course starts and ends within the same academic year but ends before May, the Photocard will expire on the course end date.
  - 15.4.1.3. If the course spans two (2) or three (3) academic years and the course ends in May, June, July or August, the Photocard will expire on 31st August of the course end year.
  - 15.4.1.4. If the course spans two (2) or three (3) academic years and the course ends before May, the Photocard will expire on the course end date.

15.4.2. Where a course spans over four (4) or more academic years, the concessionary travel will expire on 14th October at the beginning of the fourth academic year. Service Provider obligation to manage Photocard renewals of such instances are detailed in Appendix 12 (Card renewals) of Schedule 4 (Service Scope Specification).

15.4.3. In the event an Education Establishments has changed a course end date by bringing it forward, and have subsequently updated the student's details in the MUC, a notification is triggered to be sent to the applicant, and the Service Provider shall Hotlist the Card on the expiry date in the MUC which will be sooner than the expiry date printed on the student's Oyster Photocard.

15.4.4. 18+ Students' Oyster Photocards are subject to Hotlisting where the associated Education Establishment reports the student as no longer eligible for the scheme.

#### 15.5. Administration fees

15.5.1. A new application fee is payable by Customers. The value of which is set by the Authority and is subject to change. As of the date of the Contract the new applicant Card fee is £20.

15.5.2. A Card replacement fee is payable by Customers whom have requested a replacement Card due to the Card being reported as lost, stolen or damaged. The value payable by a Customer for a replacement Card is set by the Authority and is subject to change. As of the date of the Contract the Card replacement fee is £10.

15.5.3. No fee is payable, by the Customer, in the event a Card is reported as failed.

15.5.4. Administration fees are to be paid via the Customer's web account or by calling the contact centre.

#### 15.6. Application

15.6.1. An web account is created, via the Customer Online Component, as part of the application process for a 18+ Student Oyster Photocard.

15.6.2. Applications required the following information:

- 15.6.2.1. applicant's full name;
- 15.6.2.2. applicant's address;
- 15.6.2.3. applicant's email address;
- 15.6.2.4. applicant's date of birth;
- 15.6.2.5. security question type;
- 15.6.2.6. security question answer;
- 15.6.2.7. enrolment number;
- 15.6.2.8. Education Establishment registration number;
- 15.6.2.9. course start and end dates; and
- 15.6.2.10. colour digital photograph of the applicant.

- 15.6.3. Following submission of the application, an email confirming receipt is sent to the applicant giving a unique application reference number.
- 15.6.4. Applications are routed to the associated Education Establishment, via the Concessions System to authenticate that the applicant is eligible. The Concessions System shall have the capability to allow automatic functionality to allow the application to be validated by an approved user at the relevant Education Establishment. This validation shall be fully traceable and be visible on the applicant's record in the Concessions System.
- 15.6.5. Where an Education Establishment deems an applicant ineligible, the Concessions System shall flag the application as rejected. The Concessions System shall send an automated notification, with rejected reason, to the applicant, and the applicant's web account will be updated to reflect such rejection. An Education Establishment may reject an application for the reason(s) including but not limited to:
- 15.6.5.1. No record of student being enrolled for the current academic year;
  - 15.6.5.2. Part-time student not in receipt of appropriate financial support;
  - 15.6.5.3. Course dates invalid;
  - 15.6.5.4. Enrolment number not recognised;
  - 15.6.5.5. Date of birth does not match Education Establishment record;
  - 15.6.5.6. Applicant is either not enrolled yet, on study leave or placement;  
and
  - 15.6.5.7. Applicant does not meet eligibility criteria as detailed under paragraph 15.3.1.
- 15.6.6. In the event an application is rejected, applicants shall be notified of the rejection reason(s) and will be able to correct errors up to three (3) times, after this the Customer would need to start the application process again, including paying the administration fee.
- 15.6.7. Application submission window is between 1st September and 31st July of each year, unless otherwise advised by the Authority.
- 15.6.8. Subject to the applicant being successful, a Card will be issued to the applicant.
- 15.6.9. For the 18+ Student Oyster Photocard scheme, the verification process shall include:
- 15.6.9.1. completion of online application form;
  - 15.6.9.2. confirmation of eligibility by the Education Establishment;
  - 15.6.9.3. receipt of new application administration fees;
  - 15.6.9.4. photograph meets guidelines;
  - 15.6.9.5. duplicate matching in accordance with Appendix 13 (Duplicate matching) of this Schedule 4 (Service Scope Specification), to ensure Customers do not hold multiple Photocards;
  - 15.6.9.6. eligibility for the scheme.

15.6.10. In the event an applicant's photograph does not meet the guidelines as determined by a SP Agent, the application shall be rejected and a notification is triggered to be sent to the applicant, as listed in Annex 6 of Appendix 7 of Schedule 4 (Service Scope Specification) advising applicants that they may upload a new photograph via their web account, until a photograph is accepted, at no additional charge.

#### 15.7. Applications from placement students

15.7.1. The Service Provider shall facilitate applications submitted by placement students, where possible within the eligibility criteria listed under paragraph 15.3.2.

15.7.2. The Service Provider is required to validate applications from placement students and where applicable approve or reject an application in accordance with the eligibility criteria and subject to paragraph 15.7.3.

15.7.3. Upon the applicant submitting and paying for an online application, it is the applicant's responsibility to request and ensure the requirements detailed in paragraph 15.7.4 have been provided and sent by their education establishment to the Service Provider's return address, for the Service Provider to validate in accordance with paragraph 15.7.2.

15.7.4. The letter from the education establishment shall:

15.7.4.1. confirm and provide details of the applicants enrolment on a full-time course consisting of at least 15 tuition-led or structured learning hours a week, for at least 14 weeks;

15.7.4.2. provide details of the applicant's placement with start and end dates;

15.7.4.3. be on the education establishment's letter-headed paper;

15.7.4.4. signed by an authorised personnel e.g. the registrar, bursar, university secretary or head of student services; and

15.7.4.5. sent to the Service Provider, using an address in accordance with paragraph 6.16 of Schedule 4 (Service Scope Specification).

15.7.5. The Service Provider shall scan and associate an education establishment letters to the associated Customer record in the Concessions System.

15.7.6. Subject to the applicant being successful, a Card will be issued to the applicant.

15.7.7. For the placement student 18+ Student Oyster Photocard scheme, the verification process shall include:

15.7.7.1. completion of online application form;

15.7.7.2. letter of confirmation of eligibility by the education establishment in accordance with paragraph 15.7.3 and 15.7.4;

15.7.7.3. receipt of new application administration fees;

15.7.7.4. photograph meets guidelines;

15.7.7.5. duplicate matching in accordance with Appendix 13 (Duplicate matching) of this Schedule 4 (Service Scope Specification), to ensure Customers do not hold multiple Photocards; and

15.7.7.6. eligibility for the scheme.

15.7.8. In the event an applicant's photograph does not meet the guidelines as determined by a SP Agent, the application shall be rejected and a notification is triggered to be sent to the applicant, as listed in Annex 6 of Appendix 7 of Schedule 4 (Service Scope Specification) advising applicants that they may upload a new photograph via their web account, until a photograph is accepted, at no additional charge.

## 15.8. Demand profile

15.8.1. During the financial year 2014/ 2015 approximately 250,000 18+ Student Oyster Photocards were issued and 200,000 calls were received. A peak in demand of 18+ Student Oyster Photocard fulfilment occurs during September and October.

15.8.2. During the financial year 2014/2015 there were 3325 placement students in total.

15.8.3. The 18+ Student Oyster Photocard scheme is subject to a renewal process as detailed in paragraph 3.6 of Schedule 4 (Service Scope Specification).

## 15.9. Products

15.9.1. 18+ Student Oyster Photocard Customers can add the following products to their Photocard:

15.9.1.1. PAYG credit up to the value of £90;

15.9.1.2. Travelcards: 7 Day, Monthly, 3 Monthly, 6 Monthly, Annual or Odd-Period, where the Travelcard expiry date must be before or on the same date as the expiry date of the Oyster Photocard.

15.9.1.3. Bus & Tram Pass: 7 Day, Monthly and Annual, where the annual Bus & Tram Pass expiry date must be before or on the same date as the expiry date of the Oyster Photocard.

15.9.2. A Customer may not purchase a Bus & Tram Pass via their web account.

## 16. Apprentice Oyster Photocard scheme

### 16.1. Scheme overview

16.1.1. The Apprentice Oyster Photocard scheme enables eligible Customers for apprentice-rate travel on selected TfL Network services and National Rail services within the Greater London area. The scheme is available to applicants who are aged 18 or over, live in a London borough and are in their first year of an approved apprenticeship.

### 16.2. Scheme features

16.2.1. Details of the concessionary travel features of the scheme are detailed in document titled CSM Scheme Features, as updated from time to time.

16.2.2. Details of the parameters used to encode the Card are detailed in Appendix 4 (Oyster Photocard Encoding Parameters) of Schedule 6 (Systems Integration).

### 16.3. Eligibility

16.3.1. Applicants must be:

16.3.1.1. aged 18 or over;

16.3.1.2. live in a London borough;

16.3.1.3. enrolled for an minimum of 12 months on an SASE (Specification for Apprenticeship Standards in England) compliant or an approved standard, delivered by a further education college or training organisation that is approved, or funded by, the Skills Funding Agency; and

16.3.1.4. be in the first 12 months of their apprenticeship.

16.3.2. Applicants are not eligible if:

16.3.2.1. in receipt of an Oyster Photocard;

16.3.2.2. in receipt of a Disabled Person's Freedom Pass;

16.3.2.3. in receipt of a Bus & Tram Discount Photocard;

16.3.2.4. are on a planned break, as defined by their SFA, from their apprenticeship learning; and

16.3.2.5. are on a pre-apprenticeship training program.

### 16.4. Card expiry

16.4.1. The Apprentice Oyster Photocard actual expiry date will differ from the printed expiry date.

16.4.2. The expiry date printed on the card shall be 12 months after the Photocard was originally issued.

16.4.3. The actual expiry of the concession encoded on the card will expire 12 months and 14 days after the Photocard was originally issued.

### 16.5. Administration Fee

16.5.1. A new application fee is payable by Customers. The value of which is set by the Authority and is subject to change. As of the date of the Contract the new applicant Card fee is £20.

16.5.2. A Card replacement fee is payable by Customers whom have requested a replacement Card due to the Card being reported as lost, stolen or damaged. The value payable by a Customer for a replacement Card is set by the Authority and is subject to change. As of the date of the Contract the Card replacement fee is £10.

16.5.3. No fee is payable, by the Customer, in the event a Card is reported as failed.

16.5.4. Administration fees are to be paid via the Customer's web account or by calling the contact centre,

### 16.6. Application

- 16.6.1. An web account is created, via the Customer Online Component, as part of the application process for an Apprentice Oyster Photocard.
- 16.6.2. Applications required the following information:
  - 16.6.2.1. applicant's full name;
  - 16.6.2.2. applicant's address;
  - 16.6.2.3. applicant's email address;
  - 16.6.2.4. applicant's date of birth;
  - 16.6.2.5. security question type;
  - 16.6.2.6. security question answer;
  - 16.6.2.7. Unique Learning Number (ULN);
  - 16.6.2.8. UK Provider Reference Number (UKPRN);
  - 16.6.2.9. Apprenticeship start and end dates; and
  - 16.6.2.10. Colour digital photograph.
- 16.6.3. Following submission of the application, an email confirming receipt is sent to the applicant giving a unique application reference number.
- 16.6.4. Subject to the applicant providing the required information and it being verified in accordance with the below paragraph, a Card will be issued to the applicant in good faith, where the Skills Funding Agency (SFA) shall retrospectively validates each applicant against the eligible criteria and communicates back to the Service Provider in accordance with paragraph 7 of this Appendix.
- 16.6.5. For the Apprentice Oyster Photocard scheme, the verification process shall include:
  - 16.6.5.1. completion of online application form;
  - 16.6.5.2. receipt of new application administration fees;
  - 16.6.5.3. photograph meets guidelines; and
  - 16.6.5.4. duplicate matching in accordance with Appendix 13 (Duplicate matching) of this Schedule 4 (Service Scope Specification), to ensure Customers do not hold multiple Photocards.
- 16.6.6. In the event an applicant's photograph does not meet the guidelines as determined by a SP Agent, the application shall be rejected and a notification is triggered to be sent to the applicant, as listed in Annex 6 of Appendix 7 of Schedule 4 (Service Scope Specification) advising applicants that they may upload a new photograph via their web account, until a photograph is accepted, at no additional charge.
- 16.7. Applications with the same ULN
  - 16.7.1. Unique Learner Numbers are unique to each apprentice. This number is used to identify apprentices and required as part of the Apprentice Oyster Photocard application process.
  - 16.7.2. A single ULN shall be associated with an apprentice Customer's record in MUC database as a fraud prevention measure.

16.7.3. As detailed in CON\_MUC\_REQ\_196 of Annex 3 of Appendix 7 of Schedule 4 (Service Scope Specification), where an apprentice has previously applied for an Apprentice Oyster Photocard, and are now re-applying for reasons details in the below paragraph, therefore using the same ULN, the Service Provider shall ensure that the application may be processed, subject to the eligibility criteria detailed in paragraph 16.3.

16.7.4. An apprentice may re-apply for the Apprentice Oyster Photocard in the event:

16.7.4.1. they have moved onto a higher level apprenticeship, whereby the SFA may allow the Customer to have a further 12 months of concession via the Apprentice Oyster Photocard;

16.7.4.2. they were reported as ineligible in error; and

16.7.4.3. they are on a different apprenticeship (which may be the same or different UKPRN).

16.7.5. The Service Provider shall propose a solution for managing these scenarios to the Authority as part of the Transition of the Service, for the Parties to come to an agreement on.

## 16.8. Demand profile

16.8.1. During the financial year 2014/ 2015 approximately 5,000 Apprentice Oyster Photocards were issued and 6000 calls were received. Demand is higher during September and October.

## 16.9. Products

16.9.1. Apprentice Oyster Photocard Customers can add the following products to their Photocard:

16.9.1.1. PAYG credit up to the value of £90;

16.9.1.2. Travelcards: 7 Day, Monthly, 3 Monthly, 6 Monthly, Annual or Odd-Period, where the Travelcard expiry date must be before or on the same date as the expiry date of the Oyster Photocard.

16.9.1.3. Bus & Tram Pass: 7 Day, Monthly and Annual, where the annual Bus & Tram Pass expiry date must be before or on the same date as the expiry date of the Oyster Photocard.

16.9.2. A Customer may not purchase a Bus & Tram Pass via their web account.

## 17. Veterans Oyster Photocard scheme

### 17.1. Scheme overview

17.1.1. The Veterans Oyster Photocard scheme enables eligible Customers, who meet the eligibility criteria, to travel for free on most TfL Network and selected National Rail services in London. Applicants that reside in the UK or other countries, and from all ages may apply.

### 17.2. Scheme features

17.2.1. Details of the concessionary travel features of the scheme are detailed in document titled CSM Scheme Features, as updated from time to time.

17.2.2. Details of the parameters used to encode the Card are detailed in Appendix 4 (Oyster Photocard Encoding Parameters) of Schedule 6 (Systems Integration).

17.2.3. Ability to take up to four (4) under-11s for free on Tube, DLR and London Overground services.

### 17.3. Eligibility

17.3.1. Applicants must be in receipt of:

17.3.1.1. An ongoing payment under the War Pension Scheme (disablement or invaliding pension scheme);

17.3.1.2. Guaranteed Income Payment under the Armed Forces Compensation Scheme or

17.3.1.3. war widows, war widowers and dependants in receipt of the same payments (called Survivors Guaranteed Income payment under the Armed Forces Compensation Scheme).

17.3.2. Applicants are not eligible if:

17.3.2.1. meet the criteria for an Older Person's Freedom Pass;

17.3.2.2. in receipt of a different Oyster Photocard; or

17.3.2.3. in receipt of a Disabled Person's Freedom Pass.

### 17.4. Card expiry

17.4.1. For London based Veterans, the Photocard will expire one (1) month after the Customer becomes eligible for a 60+ London Oyster Photocard.

17.4.2. For non-London based Veterans, the Photocard will be issued for a maximum of five (5) years, and shall have the same expiry date, currently set as 31st May 2017.

17.4.3. Current business rules permit renewal of non-London based Veterans Oyster Photocards for a further five (5) years subject to eligibility criteria.

17.4.4. The Service Provider shall manage the renewals of Veterans Oyster Photocards in accordance with the paragraph 3.6 of Schedule 4 (Service Scope Specification).

### 17.5. Administration fees

17.5.1. There is no new application fee payable by Customers.

17.5.2. A Card replacement fee is payable by Customers whom have requested a replacement Card due to the Card being reported as lost, stolen or damaged. The value payable by a Customer for a replacement Card is set by the Authority and is subject to change. As of the date of the Contract the Card replacement fee is £10.

17.5.3. No fee is payable, by the Customer, in the event a Card is reported as failed.

### 17.6. Application

17.6.1. As of Contract date, applications for a Veterans Oyster Photocard may only be submitted via a paper application.

- 17.6.2. Applicants are required to contact the Service Provider's contact centre and request an application form so they may apply for a Veterans Oyster Photocard.
- 17.6.3. A SP Agent shall undertake checks of the applicant's eligibility for a Veterans Oyster Photocard by confirming they are in receipt of one of the qualifying payments as detailed in paragraph 17.3.1, and that they do not already hold a Veterans Oyster Photocard, before the Service Provider dispatches a Veterans Oyster Photocard paper application to the applicant.
- 17.6.4. The Veterans Oyster Photocard paper application is generated by the Concessions System and shall include a unique barcode, PIN and application reference number.
- 17.6.5. Applications require the following information:
- 17.6.5.1. applicant's name, pre-populated when dispatched;
  - 17.6.5.2. applicant's address, pre-populated when dispatched;
  - 17.6.5.3. applicant's email address (non mandatory);
  - 17.6.5.4. applicant's date of birth;
  - 17.6.5.5. applicant's phone number;
  - 17.6.5.6. colour photograph of the applicant;
  - 17.6.5.7. applicant's signature or in instances where the applicant is below 18 years of age, the parent/guardian and applicant's signature; and
  - 17.6.5.8. Proof that the applicant is in receipt of an ongoing payment under the War Pensions Scheme, Armed Forces Compensation Scheme or Veterans UK which will be either:
    - 17.6.5.8.1.a photocopy of their awards notification or annual uprating letter dated within the last two (2) years from the Service Personnel & Veterans Agency or Veterans UK;
    - 17.6.5.8.2.annual uprating letter from the Veterans UK or the Service Personnel & Veterans Agency dated within the last two (2) years; or
    - 17.6.5.8.3.any other proof as advised by the Authority, which may arise from changes to government bodies managing veterans.
- 17.6.6. Upon receipt of any or all of the required documentation for the application; application form, applicant's photograph and supporting evidence; the Service Provider shall scan and associate the document(s) to the applicant's record.
- 17.6.7. The Service Provider shall verify that the information provided by the applicant, as part of the application, meets the guidelines and eligibility criteria. This shall include:
- 17.6.7.1. checking that all required information has been provided as detailed in paragraph 17.6.5;

- 17.6.7.2. duplicate matching in accordance with Appendix 13 (Duplicate matching) of this Schedule 4 (Service Scope Specification), to ensure Customers do not hold multiple Photocards;
- 17.6.7.3. validating the applicant's eligibility against the eligibility criteria detailed in paragraph 17.3;
- 17.6.7.4. checking that the applicant's photograph meets the photograph guidelines; and
- 17.6.7.5. validating the applicant's proof of eligibility, in accordance with paragraph 17.6.5.8.
- 17.6.8. Where the application cannot be approved due to one (1) or more of the validation requirements detailed in paragraph 17.6.7 has failed, the Service Provider shall reject the application, whereby the Concessions System shall automatically generate a notification with the rejected reason(s) and dispatch by email, or by letter where an email address is not provided, to the applicant.
- 17.6.9. Where the applicant's photograph does not meet the guidelines or is not included in the returned application, the Service Provider shall send the applicant a Photo Update Form with return envelope for the applicant to affix a new photograph, with a rejection letter.
- 17.6.10. Subsequent to paragraph 17.6.8 and where applicable, paragraph 17.6.9, applicants may resubmit the required information.
- 17.6.11. In the event an application has been rejected twice, upon the third instance whereby the application would be rejected, the Service Provider shall contact the delegated Authority personnel, for the Authority personnel to contact the applicant and resolve the outstanding items. The Authority personnel shall update the Service Provider and advise of any action required.
- 17.6.12. Pursuant to the above paragraph, the Parties shall agree the finer process and responsible personnel.
- 17.6.13. Once all the criteria has been successfully met the Service Provider shall issue the Customer with a Veteran's Oyster Photocard.
- 17.7. Demand profile
  - 17.7.1. During the financial year 2014/ 2015 approximately 1, 200 Veterans Oyster Photocards were issued and 3,000 calls were received. Demand remains the same throughout the year.
  - 17.7.2. The Veterans Oyster Photocard scheme is subject to a renewal process as detailed in paragraph 3.6 of Schedule 4 (Service Scope Specification).
- 17.8. Products
  - 17.8.1. No products; Travelcards or PAYG credit, can be added to a Veterans Oyster Photocard. If a customer needs to travel beyond the validity of their Veterans Oyster Photocard they will be required to pay for their travel separately.

17.8.2. Customers can create an web account to report their Card as lost, stolen or damaged. No further functionality is currently available to Customers to manage their Photocard online.

## **18. Police Oyster card scheme**

### 18.1. Scheme overview

18.1.1. The Police Oyster cards scheme enables eligible Police Officers, Special Constables and Police Community Support Officers to travel for free on Bus, Tram, Tube, DLR, London Overground and TfL Rail services.

### 18.2. Scheme features

18.2.1. Details of the concessionary travel features of the scheme are detailed in document titled CSM Scheme Features, as updated from time to time.

18.2.2. Details of the parameters used to encode the Card are detailed in Appendix 4 (Oyster Photocard Encoding Parameters) of Schedule 6 (Systems Integration).

### 18.3. Eligibility

18.3.1. Eligible police force members include :

18.3.1.1. Metropolitan Police Service (MPS) - Police Officers and Special Constables;

18.3.1.2. City of London Police (CoLP) - Police Officers and Special Constables; and

18.3.1.3. British Transport Police (BTP) - UK-wide Police Officers, Special Constables and Police Community Support Officers.

18.3.2. Only active Police personnel are eligible for a Police Oyster card.

18.3.3. Each Police force must provide the Authority with the Warrant ID or staff ID numbers, for Police Community Support Officers, of their staff who require one as set out in the Terms of Agreement with each force.

### 18.4. Card expiry

18.4.1. Police Oyster cards do not have an expiry date.

18.4.2. A Police Oyster card may be Hotlisted, in such events as detailed in paragraph 3.4.2.3 and 3.4.2.4 of Schedule 4 (Service Scope Specification).

### 18.5. Administration fees

18.5.1. There is no new application fee payable by Customers.

18.5.2. A Card replacement fee is payable by Customers whom have requested a replacement Card due to the Card being reported as lost, stolen or damaged. The value payable by a Customer for a replacement Card is set by the Authority and is subject to change. As of the date of the Contract the Card replacement fee is £10.

18.5.3. No fee is payable, by the Customer, in the event a Card is reported as failed

18.5.4. A 'failed surrender' replacement Card fee of £10 is payable by the Customer where the reported failed Card has not been returned to the

Service Provider within one (1) month of the initial replacement Card issue date, which has resulted in the replacement Card being subsequently Hotlisted, and the police force is requesting a replacement Card again.

## 18.6. Application

- 18.6.1. Applications for a Police Oyster card are submitted by an authorised personnel from the associated police force rather than the individual applicant.
- 18.6.2. How the individual's data is shared varies depending on the applicable responsible police force, as detailed in paragraphs 18.7 and 18.8.
- 18.6.3. The Service Provider shall maintain a record of all police force Police Oyster card holders, past and present in accordance with paragraph 6.9 of Schedule 4 (Service Scope Specification).
- 18.6.4. The police forces are responsible for providing the associated warrant card number or PSCO staff card number of the police force member and the address of which a Card is to be dispatched to.
- 18.6.5. The Service Provider shall update the MUC record of police force members and:
  - 18.6.5.1. request any missing details from the responsible police force, where the information has not been provided; or
  - 18.6.5.2. Hotlist a Card, where the holder is no longer eligible or the Card is being replaced; and/or
  - 18.6.5.3. process the applications for Card Fulfilment of any new or Card replacements of the Police Oyster card required for eligible Customers.
- 18.6.6. The Service Provider shall provide and manage a dedicated email address for the participating police forces.
- 18.6.7. The Service Provider's system shall contain multiple delivery addresses for each Police Force where all Police Oyster cards are delivered to. The location name, address and contact are subject to change and will be communicated to the Service Provider as and when.
- 18.6.8. The Service Provider shall dispatch a Police Oyster card to the relevant police force address, as provided by the police force, where the responsible police force shall issue the Card to the eligible police force member.
- 18.6.9. The Service Provider shall:
  - 18.6.9.1. for any new or Card replacements due to a Card being reported as lost or stolen, addressed the Card Carrier Letter, in place of name, should be addressed to: 'Ref: <<WarrantID>>'; and
  - 18.6.9.2. for any Card replacements due to a Card being reported as failed, addressed the Card Carrier Letter, in place of name, should be addressed to: 'Ref: <<WarrantID>>F'.
- 18.6.10. Subject to paragraph 18.6.9.2, the recipient of the Police Oyster card shall surrender the failed/damaged Card to the police force before the police force may issue them with the replacement Card, and subsequently return the surrendered failed/damaged Card to the Service Provider in a secure

poly mailer. The associated police force shall also email the Service Provider with a list of surrendered Oyster card numbers.

18.6.11. In the event a failed/damaged Card has not been returned to the Service Provider within one (1) month (time period subject to change by the Authority), since the Service Provider issued the replacement Card to the police force, the Service Provider shall:

18.6.11.1. Hotlist the replacement Card in accordance with paragraph 3.4 of Schedule 4 (Service Scope Specification); and

18.6.11.2. notify the police force, by email, advising them of such Hotlisting and that if a replacement Card is still needed, the police officer will need to request one and it is subject to an administration fee (as detailed in paragraph 18.5.4).

#### 18.7. BTP & CoLP application management

18.7.1. The BTP and CoLP are responsible to notify the Service Provider, via the email address provided in accordance with paragraph 18.6.6, of any:

18.7.1.1. newly eligible police force members; and

18.7.1.2. no longer eligible police force members,

of BTP and CoLP Police Oyster card.

#### 18.8. MPS application management

18.8.1. The MPS are responsible to notify the Service Provider, via the interface as detailed in Appendix 3 of Schedule 6 (Systems Integration), of the status, as detailed in paragraph 18.8.3.2 of police force members.

18.8.2. The MPS are to have access to the MUC to enable them to upload various CSV files for different police member status: new starter, leaver, MSC eligible, MSC not eligible, officer eligible, and officer not eligible.

18.8.3. The files shall contain at a minimum the following information:

18.8.3.1. Warrant card number; and

18.8.3.2. Status (new starter, leaver, MSC eligible, MSC not eligible, officer eligible, and officer not eligible).

18.8.4. The new starter file shall also include:

18.8.4.1. Date of future new starters; and

18.8.4.2. Training site number (1-4) corresponding to a MPS delivery address.

18.8.5. In the event an MPS officer returns to duty, they may contact the dedicated police helpline as handled by the Service Provider to request a Police Oyster card. The Service Provider shall manage the callers request for a Police Oyster card, which shall include;

18.8.5.1. notifying the MPS of such request in accordance with Annex 6 (notification triggers) of Appendix 7 of Schedule 4 (Service Scope Specification);

- 18.8.5.2. providing details of such request to enable the MPS to assess the eligibility of the request;
- 18.8.5.3. obtaining approval/rejection from the MPS of such request, via the MUC;
- 18.8.5.4. where such request is approved by the MPS, arrange for Card Fulfilment; or
- 18.8.5.5. where such request is rejected by the MPS, update the Concessions System accordingly so that the caller's record remains in an inactive state.

#### 18.9. Weekly summary reporting

18.9.1. The Service Provider shall email each police force a weekly summary report of all Police Oyster cards that's have been issued in the preceding week from the date of the last report. The report shall include:

- 18.9.1.1. warrant/staff ID; and
- 18.9.1.2. card fulfilment status:
  - 18.9.1.2.1.N for new;
  - 18.9.1.2.2.R for replacement as a result of a card being reported as lost/stolen/damaged;
  - 18.9.1.2.3.F for replacements as result of a card being reported as faulty.

#### 18.10. Demand profile

18.10.1. For P1-P8 of 2016/17 approximately 3500 Police Oyster cards were issued.

#### 18.11. Products

- 18.11.1. No products; Travelcards or PAYG credit, can be added to a Police Oyster card. If a customer needs to travel beyond the validity of their Police Oyster card they will be required to pay for their travel separately.
- 18.11.2. Customers cannot create an web account to manage their Police Oyster card online.

### **19. Athletes London Oyster Photocard scheme**

#### 19.1. Scheme overview

- 19.1.1. The Athletes London Oyster Photocard enables eligible athletes, who are Team GB Gold Club members, to travel for free on Bus, Trams, Tube, DLR, London Overground, TfL Rail and selected National Rail services in London zones 1-9.
- 19.1.2. This scheme is non-customer facing, whereby Customers should have no direct contact with the Service Provider. All Customer enquiries and requests are dealt with by the Scheme Partner; the British Olympic Association (BOA).

#### 19.2. Scheme features

- 19.2.1. Details of the concessionary travel features of the scheme are detailed in document titled CSM Scheme Features, as updated from time to time.

19.2.2. Details of the parameters used to encode the Card are detailed in Appendix 4 (Oyster Photocard Encoding Parameters) of Schedule 6 (Systems Integration).

### 19.3. Eligibility

19.3.1. Applicants must be an athlete who is a Team GB Gold Club member, as defined by the British Olympic Association (BOA).

### 19.4. Card expiry

19.4.1. Athletes are categorised by BOA, depending on the athlete's passport renewal date. Depending on their category, the athletes are allocated across four (4) different expiry dates that repeat every year.

19.4.2. An Athletes Oyster Photocard is valid for a maximum of 12 months and shall expire on the category expiry date set by the BOA.

19.4.3. A Photocard with an expiry date that is within 12 months from the day the Photocard is being encoded will have no start date set, and the end date will be set to the appropriate card expiry date.

19.4.4. A Photocard with an expiry date that is beyond 12 months from the day the Photocard is being encoded will be set with a start date that is 12 months before the applicable expiry date in order to adhere to paragraph 19.4.2.

19.4.5. The Service Provider shall manage the renewals of Athletes London Oyster Photocards in accordance with the paragraph 3.6 of Schedule 4 (Service Scope Specification).

### 19.5. Administration fees

19.5.1. There is no new application fee payable by Customers.

19.5.2. There is no Card replacement fee payable by Customers.

### 19.6. Application

19.6.1. Applications for Athletes Oyster Photocard are submitted by an authorised personnel from the BOA rather than the individual applicant.

19.6.2. The process for applications requires the BOA to upload two (2) files to the Concessions System in the event there is a new application:

19.6.2.1. a file contain the following information:

19.6.2.1.1. Applicant's full name;

19.6.2.1.2. Date of birth; and

19.6.2.1.3. Applicant's PIN, provided by BOA, which is used as the application reference number.

19.6.2.2. a file containing photographs of the eligible athlete. Whereby each photograph file name is the applicant's PIN to match paragraph 19.6.2.1.3.

19.6.3. Once all the criteria has been successfully met the Service Provider shall issue the Athletes London Oyster Photocard to the BOA.

19.6.4. In the event an Athlete whom holds an Athletes London Oyster Photocard becomes ineligible, the BOA are responsible to advise the Service Provider, for the Service Provider to delist the associated Photocard.

19.6.5. For the Athletes London Oyster Photocard scheme, the verification process shall include:

19.6.5.1. receipt of all required Athlete details from BOA; and

19.6.5.2. photograph meets guidelines.

19.6.6. In the event an applicant's photograph does not meet the guidelines as determined by a SP Agent, the application shall be rejected and a notification is triggered to be sent to the BOA administrator, as listed in Annex 6 of Appendix 7 of Schedule 4 (Service Scope Specification) advising the BOA that they may resend a new photograph, until a photograph is accepted, at no additional charge.

## 19.7. Demand profile

19.7.1. During the financial year 2014/ 2015 approximately 1,000 Athlete London Oyster Photocards were issued.

19.7.2. The Athletes London Oyster Photocard scheme is subject to a renewal process as detailed in paragraph 3.6 of Schedule 4 (Service Scope Specification).

19.7.3. As Photocards are valid for one (1) year, renewals are processed four (4) times a year. The main one is in February with smaller ones in March, June and October. These will include existing athletes who get a new Photocard issued and new athletes to the scheme who become eligible.

## 19.8. Products

19.8.1. No products; Travelcards or PAYG credit, can be added to an Athletes London Oyster Photocard. If a customer needs to travel beyond the validity of their Athletes London Oyster Photocard they will be required to pay for their travel separately.

19.8.2. Customers cannot create an web account to manage their Photocard online.

## 20. Engineers Oyster Photocard scheme

### 20.1. Scheme overview

20.1.1. The Engineers Oyster Photocard scheme enables eligible RCC Contractor staff requiring access for maintenance and improvement work on the TfL Network and National Rail network, where PAYG is accepted, to travel for free on Bus, Tram, Tube, DLR, London Overground and TfL Rail services and selected National Rail services in London.

20.1.2. This scheme is non-customer facing, whereby Customers should have no direct contact with the Service Provider. All Customer enquiries and requests are dealt with by the Scheme Partner; the RCC Contractor.

### 20.2. Scheme features

- 20.2.1. Details of the concessionary travel features of the scheme are detailed in document titled CSM Scheme Features, as updated from time to time.
- 20.2.2. Details of the parameters used to encode the Card are detailed in Appendix 4 (Oyster Photocard Encoding Parameters) of Schedule 6 (Systems Integration).
- 20.3. Eligibility
  - 20.3.1. Applicants must be a RCC Contract employee (direct or indirect) who have been authorised to receive an Engineers Oyster Photocard for the purposes of maintenance and improvement works on the TfL Network and National Rail network.
- 20.4. Expiry
  - 20.4.1. As of date of Contract, all Engineers Oyster Photocards have the same expiry date which is currently 30th June 2019.
  - 20.4.2. The Service Provider shall manage the renewals of Engineers Oyster Photocards in accordance with the paragraph 3.6 of Schedule 4 (Service Scope Specification).
- 20.5. Administration fees
  - 20.5.1. There is no new application fee payable by Customers.
  - 20.5.2. There is no Card replacement fee payable by Customers.
- 20.6. Application
  - 20.6.1. Applications for Engineers Oyster Photocard are submitted by an authorised personnel from the RCC Contractor rather than the individual applicant.
  - 20.6.2. The process for applications requires the RCC Contractor to upload two (2) files to the Concessions System in the event there is a new application:
    - 20.6.2.1. a file contain the following information:
      - 20.6.2.1.1. applicant's full name; and
      - 20.6.2.1.2. applicant's employee identification number
    - 20.6.2.2. a file containing photographs of the eligible employees. Whereby each photograph file name includes the date of the application.
  - 20.6.3. Once all the criteria has been successfully met the Service Provider shall issue the Engineers Oyster Photocard to the RCC Contractor.
  - 20.6.4. For the Engineers Oyster Photocard scheme, the verification process shall include:
    - 20.6.4.1. receipt of all required engineer details from the RCC Contractor; and
    - 20.6.4.2. photograph meets guidelines.
  - 20.6.5. In the event an applicant's photograph does not meet the guidelines as determined by a SP Agent, the application shall be rejected and a notification is triggered to be sent to the RCC Contractor administrator, as

listed in Annex 6 of Appendix 7 of Schedule 4 (Service Scope Specification) advising the RCC Contractor that they may resend a new photograph, until a photograph is accepted, at no additional charge.

#### 20.7. Demand profile

20.7.1. There are approximately 30 new applications a year. As of date of Contract there are approximately 250 Engineers Oyster Photocards that have the expiry date of 30th June 2019.

20.7.2. The Engineers Oyster Photocard scheme is subject to a renewal process as detailed in paragraph 3.6 of Schedule 4 (Service Scope Specification).

#### 20.8. Products

20.8.1. No products; Travelcards or PAYG credit, can be added to an Engineers Oyster Photocard. If a customer needs to travel beyond the validity of their Engineers Oyster Photocard they will be required to pay for their travel separately.

20.8.2. Customers cannot create an web account to manage their Photocard online.

### **21. Application process documents**

21.1. The application process documents are to provide the Service Provider and Scheme Partners with information on the current, as of date of Contract, procedures and interfaces involved in the Customer/applicant application process.

**[Refer to the application process document titled CSM\_Sch4\_A6\_Para22 application process provided by the Authority at ITN Phase 2B and BAFO stage]**

## **APPENDIX 7 – SYSTEM REQUIREMENTS**

### **ANNEX 1 – SYSTEMS SUMMARY**

Please refer document CSM\_Sch4\_A7\_a1\_ Systems Summary 20.5.16, as provided by the Authority at ITN Phase 2B and BAFO stage.

### **ANNEX 2 – CONCESSIONS SYSTEM CONCEPT ARCHITECTURE**

Please refer document CSM\_Sch4\_A7\_a2\_ Concessions System Concept Architecture V1.1, as provided by the Authority at ITN Phase 2B and BAFO stage..

### **ANNEX 3 – CONCESSIONS SYSTEM REQUIREMENTS**

Please refer document CSM\_Sch4\_A7\_a3\_ Concessions System Requirements V0.9, as provided by the Authority . at ITN Phase 2B and BAFO stage.

### **ANNEX 4 – BARCODE SPECIFICATION FOR ID VERIFICATION**

Please refer document CSM\_Sch4\_A7\_a4\_ Barcode Specification for ID Verification, as provided by the Authority at ITN Phase 2B and BAFO stage.

### **ANNEX 5 – CONCESSIONS NFR'S**

Please refer document CSM\_Sch4\_A7\_a5\_ Concessions NFR's V1.1, as provided by the Authority at ITN Phase 2B and BAFO stage.

### **ANNEX 6 – NOTIFICATION TRIGGERS**

Please refer document CSM\_Sch4\_A7\_a6\_ Notification Triggers V5, as provided by the Authority at ITN Phase 2B and BAFO stage.

## **APPENDIX 8 – USER ACCESS**

1. This appendix details the authorised non-Service Provider user groups permissions/access levels to the Concessions System provided as of 29.11.2016.
2. These permissions/access levels shall be configurable in accordance with paragraph 2.2.2.2 of Schedule 4 (Service Scope Specification).
3. The addition of new non-Service Provider user group and theirs associated access/permissions shall be instructed via a Change Request Form of the applicable CSM Activity as detailed under paragraph 3.2 of Schedule 7 (Pricing Schedule).

**[Please refer document CSM\_Sch4\_A8\_User Access V2, as provided by the Authority at ITN Phase 2B and BAFO stage]**

## APPENDIX 9 – TELEPHONY REQUIREMENTS

Acronym	Definition
ACD	Automatic Call Distribution
IVR	Interactive Voice Response
CLI	Caller Line Identification
DTMF	Dual-tone Multi-Frequency signalling

Req Ref	Name	Description	Rationale
1.	Passing calls	The system must support transferring of calls to other telephone numbers and IVRs (Targets)	Some calls result in the call being sent to a third party contact center, a contact center at a different geographical location or potentially a direct number.
2.	Third Party inbound transfers	The system must accept call transfers from other IVRs or call centers.	Due to different IVRs currently being used across different IVR services, the system must provide the capability to accept inbound transfers from IVR and ACD systems.
3.	Carry CLI information	The system must be capable of carrying CLI.	Allows subsequent systems to use the CLI in further processing or presenting the CLI to an agent and/or system.
4.	DTMF response	The system must allow a user to respond via input DTMF tones, and the ability to allow DTMF input to influence the routing through the call flow.	Customer's select call flow options by dialing numbers on their handsets, generating DTMF tones.
5.	Pulse dial	The system must support older pulse dial phones.	This is to enable callers with older phones to contact us.
6.	Conditional messages	The system must be capable of playing conditional messages as part of a call flow, only when conditions for that message are met.	Some messages are only relevant under certain conditions, such as when a system outage is active.
7.	Skill routing	The system will need to support skills based routing.	This is to enable calls to be routed to groups of agents based on their skill set or training
8.	Targets	The system must have the ability to support multiple inbound targets for reporting and to route calls to a specific skill or groups.	Increases resilience and flexibility operationally
9.	Hold information	The system must be capable of playing music and the following information to the customer while held in a queue: - recorded announcements	In instances where call volumes are high and customers are held in a queue before their call is answered, the system must be capable of playing announcements to the customer and

Req Ref	Name	Description	Rationale
		- estimated wait time - queue position	give the customer an indication of how long they may be expected to wait on hold so that they can make an informed decision on whether they wish to attempt their call later.
10.	Hold music	The system must be capable of playing music to the customer while held in a queue.	Hold music reduces boredom of being made to wait, avoids annoying repetition of being made to listen to a ring tone, and lets the customer know that the call has not been disconnected.
11.	Time based routing	The system must be capable of making routing decisions based on the date and time of a call, including the identification of bank holidays and special days (e.g. Christmas day).	The time of day will in some cases determine what services are available to a customer through the system, such as some agents not being available due to out of office hours, or on special days such as Christmas day etc.
12.	Special days	The system must recognize special days as pre-defined by the Authority.	
13.	Leap years	The system must recognize and accommodate leap year days	No special configuration or changes should be necessary to correctly account for leap year days within the system.
14.	Daylight savings	The system must recognize and accommodate daylight savings adjustments	No special configuration or changes should be necessary to correctly account for daylight savings within the system.
15.	Emergency evacuations	The system must be able to support an emergency shut down. Appropriate messaging must be agreed in advance.	For disaster recovery
16.	Call capacity	The system must be scalable and able to deal with, but not limited to, the volume of calls as per the forecasted demand.	The system must support dealing with the number of calls as per the forecasted demand but be scalable in order to deal with unexpected increases in call demand.
17.	Loss of data	The system must not experience any loss of voice data for the whole duration of a call between the Authority's and Service Provider's sites.	To help maintain the Authority's high standard of customer service
18.	Call recording	The solution must have a call recorder in place that records inbound, outbound and transferred calls.	So that contact assurance can be carried out in a timely and comprehensive manner.

Req Ref	Name	Description	Rationale
19.	Call recorder search field	Call recorder must be searchable by time, CLI, date, Agent name, and skill.	Basic search functionality
20.	Call recorder access	Service Provider must be able to provide the authorized Authority users with direct access to the call recording solution.	So that contact assurance can be carried out in a timely and comprehensive manner.
21.	Call recorder storage	The Service Provider shall store all voice recordings of inbound, outbound and transferred calls for 56 days	In line with Oyster data
22.	Call recorder real-time playback	The Service Provider shall ensure that all recorded calls are available with real-time playback.	In case sensitive escalations need to be handled immediately.
23.	Call recorder wildcard	The Service Provider shall ensure that call recordings can be searched for using wildcard searches.	Basic search functionality
24.	Call recorder removable media	The Service Provider shall ensure that stored call recordings can be transferred to removable media as specified by the Authority from time to time.	Basic functionality
25.	Call recorder single recording	The Service Provider shall ensure that stored call recordings are recorded as a single recording even where the call is transferred or put on hold.	Basic functionality
26.	Reporting range	The solution must be able to report on data by minutes, hours, date range, Period, and by skills set.	So that the Authority has a holistic understand of their demand.
27.	Reporting format	Reports must export in a suitable format (CSV, EXE)	
28.	Reporting fields	The solution must be able to provide the telephony reports in Annex 2 of Appendix 3 of Schedule 4 (Service Scope Specification)	
29.	Reporting access	Service Provider must be able to provide the Authority with direct access to the reporting solution.	So that the Authority can independently understand their demand.

Req Ref	Name	Description	Rationale
30.	General	The Service Provider shall ensure that the Telephony System display the telephone number of all incoming calls into the Service Provider contact centre	To allow callbacks and to aid identification and verification
31.	General	The Service Provider shall ensure that the Telephony System is able to be administered both remotely and on Service Provider Site.	To increase ability to manage incidents.

## **APPENDIX 10 – HOTLIST REASON CODES**

Please refer document CSM\_Sch4\_A10\_Hotlist Reason Codes 24.11.16, as provided by the Authority at ITN Phase 2B and BAFO stage.

## **APPENDIX 11 – HOTLIST AND DE-HOTLIST REQUEST FILE DEFINITION**

Please refer document CSM\_Sch4\_A11\_Hotlist and de-hotlist request file definitionV2, as provided by the Authority at ITN Phase 2B and BAFO stage.

## APPENDIX 12 – CARD RENEWALS

This Appendix sets out the requirements for:

### 1. Management of Veteran Oyster Photocard renewals

- 1.1. As per paragraph 17.4 (Photocard expiry) of Appendix 6 of Schedule 4 (Service Scope Specification), Veterans Oyster Photocards may expire:
  - 1.1.1. For London based Veterans, the Photocard will expire one (1) month after the Customer becomes eligible for a 60+ London Oyster Photocard.
  - 1.1.2. For non-London based Veterans, the Photocard will be issued for a maximum of five (5) years, and shall have the same expiry date, currently set as 31st May 2017.
- 1.2. Current business rules, subject to change by the Authority, permit renewals of Veterans Oyster Photocards for a further five (5) years subject to eligibility criteria, as set out in paragraph 19 of Appendix 6 of Schedule 4 (Service Scope Specification).
- 1.3. As of June 2016 there are approximately 8,000 non-London based Veterans Oyster Photocards holder that have the same expiry date of 31st May 2017.
- 1.4. The Service Provider shall:
  - 1.4.1. create a data extract of possible eligible Customer;
  - 1.4.2. cross-check data extract against record of deceased persons;
  - 1.4.3. update Concessions System to include text (Authority to provide) to be used for the Card Carrier Letter, if required, and the cover letter send with the application form;
  - 1.4.4. send Veterans Oyster Photocard applications (with applicable cover letter) to "to be expired" Veterans Oyster Photocard cardholder asking them to reapply, (recommended two (2) months in advance of expiry date).

### 2. Management of Athletes London Oyster Photocard renewals

- 2.1. Athletes are categorised by BOA, depending on the athletes passport renewal date. Depending on their category, the athletes are allocated across four (4) different expiry dates that repeat every year.
- 2.2. An Athletes Oyster Photocard is valid for a maximum of 12 months and shall expiry on the category expiry date set by the BOA.
- 2.3. The current category of passport renewal date range, and their corresponding expiry dates and date at which the eligibility of renewals is based on, are as follows:

Passport renewal date range	Photocard expiry date	Circa deadline for BOA to update the MUC to reflect if athletes is eligible for renewal (prior to the existing card's expiry date)
1 <sup>st</sup> Sep to 31 <sup>st</sup> Dec	28 <sup>th</sup> February	25 <sup>th</sup> January
1 <sup>st</sup> Jan to 31 <sup>st</sup> Jan	31 <sup>st</sup> March	22 <sup>nd</sup> February
1 <sup>st</sup> Feb to 30 <sup>th</sup> Apr	30 <sup>th</sup> June	25 <sup>th</sup> May
1 <sup>st</sup> May to 31 <sup>st</sup> Aug	31 <sup>st</sup> October	24 <sup>th</sup> September

- 2.4. The BOA is responsible for uploading new applicants and deleting ineligible applicants on the MUC on ad-hoc basis.
- 2.5. The Service Provider shall manage the renewals process based on athletes details in Concessions System.

### **3. Management of Engineer Oyster Photocard renewals**

- 3.1. All Engineers Oyster Photocards have the same expiry date; currently 30th June 2019.
- 3.2. Future expiry dates shall be set by the Authority.
- 3.3. The RCC Contractor is responsible for uploading new applicants and indicate which Engineers are ineligible on the MUC on ad-hoc basis.
- 3.4. The Service Provider shall manage renewals based on Engineers details in Concessions System
- 3.5. The Service Provider shall create a data extract of possible eligible Customer (engineers) and liaise with the RCC Contractor to validate.
- 3.6. The Service Provider shall ensure that the RCC Contract has received renewal Engineers Oyster Photocards, no less than six (6) week prior to the expiry date of the existing Photocards, unless otherwise agreed between the Authority, RCC Contractor and the Service Provider.

### **4. Management of 18+ Student Oyster Photocard renewal**

- 4.1. The 18+ Student Oyster Photocard scheme discount can be valid for up to three (3) years depending on the duration of the full-time education course students are enrolled in. Those students that are on a course greater than three (3) years are sent a new Photocard free of charge.
- 4.2. The Service Provider shall manage the renewal based on students details in the Concessions System, where they are enrolled in a course greater than three (3) years, and where the student's education establishment holds a valid registration on the scheme.
- 4.3. The Service Provider shall update the Concessions System to include text (Authority to provide) to be used for the Card Carrier Letter.
- 4.4. The Service Provider shall undertake Card Fulfilment so that the Customer is in receipt of new card before 14th October.
- 4.5. The student is not required to take any action, nor are they required to pay an administration fee for the renewal Card.
- 4.6. The 18+ Student Oyster Photocard renewal requirement are is undertake once a year and the Customer must be in receipt of new card before 14th October.

### APPENDIX 13 – DUPLICATE MATCHING

Ref	Scheme	Error message	If they continue	Error message	If they continue
		In accordance with CON_MUC_REQ_327 of Annex 3 of Appendix 7 of Schedule 4 - Duplicate matching (using first name, surname, and DoB) against same scheme customer database			In accordance with CON_MUC_REQ_329 of Annex 3 of Appendix 7 of Schedule 4 - Duplicate matching (using first name, surname, and DoB) against other schemes (exc Police, Athletes, Engineers)
1	5 - 10	In accordance with CON MUC REQ 328 of Annex 3 of Appendix 7 of Schedule 4, the Concessions System shall alert the applicant, during the application process, that they already have an active Card (of that same scheme) and prompt them to either continue with application (where their existing Card will be Hotlisted) or report their card lost, stolen damaged.	Process application. Existing Card to be Hotlist after 10 days.	None	None
2	11 - 15				
3	16+				
4	18+ Student			In accordance with CON_MUC_REQ_330 of Annex 3 of Appendix 7 of Schedule 4, the Concessions System shall alert the applicant, during the application process, advising them that they cannot apply for the card in question as they already have an active card on a different scheme.	In accordance with CON_MUC_REQ_331 of Annex 3 of Appendix 7 of Schedule 4, the Concessions System doesn't allow the application to be processed any further.
5	Apprentice				
6	60+ London				
7	veterans	SP Agent checks if they have a existing Photocard on this scheme before sending the application.		SP Agent undertakes duplicate matching against other schemes, and if applicant holds an existing card for another scheme, the SP will reject the application, and the applicant will be notified in accordance with Annex 6 of Appendix 7 of Schedule 4.	NA
8	Engineer	No duplicate matching system requirement as it's scheme partner responsibility not to submit multiple applications for the same person.	NA	no duplicate matching as it's unlikely/rare.	NA
9	Athletes London				
10	Police				

## 5. SCHEDULE 5 – TRAINING

### 0. Definitions and Interpretations

#### 0.1. The following definitions and acronyms appear throughout this Schedule.

<b>"Train the Trainer"</b>	shall have the meaning given in paragraph 1.1 of Appendix 2 of Schedule 5 (Training).
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### 1. Introduction

#### 1.1. Scope and Purpose

1.1.1. This Schedule 5 (Training) and Appendix 3 sets out the requirements for the Service Provider to plan and conduct training of:

1.1.1.1. Service Provider Personnel for the delivery of the Services;

1.1.1.2. Authority and Third Party trainers and/or Authority Personnel in relation to the delivery of the Services (and in this Schedule 5, references to "Authority Personnel" shall include any such Authority and Third Party trainers).

1.1.2. Appendix 1 to this Schedule 5 (Training) contains a list of the training materials which will be provided by the Authority to the Service Provider for the purposes of the Service Provider's performance of the Services.

#### 1.2. Documents to be Submitted by the Service Provider

1.2.1. The Service Provider shall prepare, submit and maintain as appropriate the following documents in accordance with the provisions of this Schedule:

1.2.1.1. a Training Plan;

1.2.1.2. a Training Programme;

1.2.1.3. a Training Log; and

1.2.1.4. training materials.

### 2. Training of Personnel

#### 2.1. General

2.1.1. The Service Provider shall be responsible for:

2.1.1.1. ensuring Service Provider Personnel are properly trained to:

2.1.1.1.1. perform their required duties; and

2.1.1.1.2. become and remain familiar with the conditions and processes within the Contract that are relevant to their role.

2.1.1.2. ensuring Service Provider Personnel and where applicable Authority personnel are adequately trained to deliver the Services; and

2.1.1.3. notifying the Authority in sufficient time of any training requirements which are Transition Dependencies (being training to be delivered by the Authority or any other party for whom the Authority is responsible under the Contract) to enable such training to be provided

without any adverse impact on the delivery of the Service Provider's obligations under the Contract.

### 3. Management of Training

#### 3.1. Training Plan

- 3.1.1. The Service Provider shall prepare and submit for Assurance and subsequently maintain a "**Training Plan**" which shall set out the scope, methods, means, and timing of all training for Service Provider Personnel and where applicable, Authority Personnel.
- 3.1.2. The Training Plan shall include a list of equipment and applications on which training is to be given.
- 3.1.3. The scope of training as set out in the Training Plan shall include as a minimum:
  - 3.1.3.1. the objectives of the training to be undertaken;
  - 3.1.3.2. the operation of the equipment, and applications;
  - 3.1.3.3. the procedure for manual handling by Service Provider Personnel and, if applicable, Authority Personnel , during delivery of Services;
  - 3.1.3.4. site safety;
  - 3.1.3.5. the members of Service Provider Personnel or Authority Personnel (as the context requires) to be trained; and
  - 3.1.3.6. the training documentation to be made available to Service Provider Personnel or Authority Personnel (as the context requires).
- 3.1.4. The Training Plan shall specify the tests for the equipment and applications that need to be undertaken by Service Provider Personnel and where applicable Authority Personnel on completion of the training. Where equipment requires the Service Provider Personnel or Authority Personnel to hold a licence, then details of the relevant licensing regime(s) shall be included in the Training Plan.
- 3.1.5. The Service Provider shall, for each of the tests specified in the Training Plan pursuant to paragraph 3.1.4, propose an objective pass or fail criteria for the Service Provider Personnel and where applicable, Authority Personnel and shall maintain details of this within the Training Plan. The Service Provider's proposal shall be subject to the Authority's comments which the Service Provider shall incorporate into the relevant objective criteria.
  - 3.1.5.1. The Service Provider shall identify the methods that it will use to train Service Provider Personnel, and where applicable Authority Personnel from both a theoretical and practical perspective.
  - 3.1.5.2. The Service Provider shall include in the Training Plan methods for demonstrating through testing the competency of members of Service Provider Personnel (including those Service Provider Personnel providing training) to an agreed standard of accreditation, being either a relevant industry standard or where no such industry standard exists, a level of

competency agreed in advance with the Authority. Where applicable the Service Provider shall ensure that Authority trainers are trained and tested to the same levels of competency as the members of Service Provider Personnel providing the training.

3.1.5.3. The Training Plan shall contain an organisational statement including details of the members of Service Provider Personnel who will carry out the training, their qualifications, experience and competence.

3.1.6. The Service Provider shall set out in the Training Plan full details of the proposed training resources including:

3.1.6.1. training materials;

3.1.6.2. locations; and

3.1.6.3. mock ups or trial installations including computer simulations.

### **3.2. Training Programme**

3.2.1. The Training Plan shall include a "**Training Programme**" which shall set out the timing of all training.

3.2.2. The Training Programme shall be developed by the Service Provider and provided to the Authority for Assurance.

3.2.3. The Service Provider shall ensure that all training necessary for the delivery of and/or associated with any project or programme shall be included in the relevant project or programme plan and show any associated dependencies on the Authority.

### **3.3. Training Log**

3.3.1. The Service Provider shall separately maintain a record of all its training of Service Provider Personnel and where applicable Authority Personnel each of which shall include as a minimum the following:

3.3.1.1. details of who has been trained;

3.3.1.2. when they were trained;

3.3.1.3. the scope of training given;

3.3.1.4. the standard achieved including details of pass/fail for each person where appropriate; and

3.3.1.5. details of proposed dates for refresher training,

(the "**Training Log**").

### **3.4. Review and Updating**

3.4.1. The Service Provider shall submit the Training Plan and Training Programme at least 1 month prior to the Service Commencement Date. The Service Provider shall maintain the Training Plan as current and make it available to the Authority upon request.

### **3.5. Reports and Meetings**

3.5.1. The Service Provider shall report progress on training in relation to projects and in relation to Services in the Service Performance Report in

accordance with Schedule 8 (Service Management), with matters of concern to be discussed at the corresponding review meeting.

## APPENDIX 1 – LIST OF TRAINING MATERIALS

Material category	Material title	Authority area
Contact handling – Lost, stolen, damaged	Checklist mentors – Word	L&D
Contact handling – Lost, stolen, damaged	ID & V exercise – Excel	L&D
Contact handling – Lost, stolen, damaged	ID & V exercise answers – Excel	L&D
Contact handling – Lost, stolen, damaged	L&S - telephony - slideshow v1.0 – PowerPoint	L&D
Contact handling – Lost, stolen, damaged	Creating online account waiver – Word	L&D
Contact handling – Lost, stolen, damaged	L&S knowledge check (answers) – Word	L&D
Contact handling – Service delay refund	SDR slide show 2016 - PowerPoint	L&D
Contact handling – Service delay refund	SDR lesson plan - Word	L&D
Contact handling – Service delay refund	Eligible or ineligible - PowerPoint	L&D
Contact handling – Service delay refund	SDR knowledge check – delegates - PowerPoint	L&D
Contact handling – Service delay refund	SDR knowledge check – answers - PowerPoint	L&D
Card Fulfilment	Fulfilment handbook v1.2	L&D
Card Fulfilment	Desktop Encoding Unit users guide 2007 - pdf	Service Management
Service – Change	CE Change Management process v1.0 - Word	Service Management
Service – Change	Change and release workshop v2.0 - PowerPoint	Service Management
Schemes - Policy	5-10 Scheme.pdf	L&D
Schemes - Policy	11-15 Scheme.pdf	L&D
Schemes - Policy	16+ Scheme.pdf	L&D
Schemes - Policy	18+ Student Scheme.pdf	L&D
Schemes - Policy	60+ London Scheme.pdf	L&D
Schemes - Policy	Apprentice Scheme.pdf	L&D
Schemes - Policy	Police guide.pdf	L&D
Schemes - Policy	Athletes Scheme.pdf	L&D
Schemes - Policy	Engineers scheme	L&D
Schemes - Policy	Veterans Scheme.pdf	L&D
Schemes – Policy	Police guide.pdf	L&D
Schemes – Staff briefings	Cash free buses - staff briefing no. 58.pdf	Revenue Policies
Schemes – Staff briefings	Oyster and contactless acceptance to Hertford East.pdf	Revenue Policies
Schemes – Staff briefings	Jan 2016 Fares Revision updated.pdf	Revenue Policies
Schemes – Staff briefings	Online sales for new Apprentice Oyster Photocard applicants.pdf	Revenue Policies
Schemes – Staff briefings	2015 05 18 Changes to application fee for Oyster Photocards FINAL.pdf	Revenue Policies
Schemes – Staff briefings	Online sales and applications for Zip Oyster Photocard holders.pdf	Revenue Policies
Schemes – Staff briefings	Closure of paper forms for 16+ Scheme 2014 final.pdf	Revenue Policies
Schemes – Staff briefings	Staff guide - Concessions Schemes extract - January 2016.pdf	Revenue Policies

L&D = Learning and Development

## APPENDIX 2 – CONCESSIONS SPECIFIC TRAINING REQUIREMENTS

1. Authority Training of Service Provider's Trainers for delivery of the Services
  - 1.1. The Authority will provide training to the Service Provider's nominated trainers to provide them with knowledge to train Service Provider Personnel. This is termed '**train the trainer**'.
  - 1.2. The Service Provider must nominate up to four (4) trainers to travel to the Authority's office for a period of three (3) weeks where they will be trained in the skills required for the delivery of the contact handling services. The dates for this training are to be agreed between the Service Provider and the Authority.
  - 1.3. An additional four (4) days of 'train the trainer' style training will be provided on the card fulfilment process. This may be able to be provided at the same time as the other training if the Service Provider nominates an additional trainer to be trained. Typically this is found to be desirable due to the technical and security compliance issues pertaining to card fulfilment.
  - 1.4. Service Provider Personnel will be trained on the Authority's Change management process through a 2 ½ day training session.
  - 1.5. The style and delivery of the Service Provider staff training will be the decision of the Service Provider. The trainers shall use the content from the Train the Trainer course, along with additional material specific to the Concessions System to tailor as required for Fdelivery.
  - 1.6. The Authority will provide one (1) Authority trainer for up to six (6) weeks at the Service Provider premises to assist with answering questions during staff training. For the avoidance of doubt, the Authority trainer will not deliver the training. The Authority will also provide two (2) subject matter experts for up to six (6) weeks on the Service Provider Site to act as floor walkers. Floor walkers will be able to help answer questions and monitor the Contact handling services of Service Provider Personnel. The Authority staff members will be selected by the Authority. The Authority will cover the cost of travel, accommodation, and expenses of the Authority staff to deliver this support.
  - 1.7. During this time, lessons learned will be gathered by the Authority staff which will be fed back to the Service Provider's trainers to be considered for any future training sessions.
2. Other specific training requirements and obligations
  - 2.1. The Service Provider shall produce training material that is customised to suit Authority and Third Party training.
  - 2.2. The Service Provider shall provide user manuals and troubleshooting guidance on how to use their system to the Authority and any Third Party requested by the Authority.
  - 2.3. The Service Provider shall maintain the user manuals and troubleshooting guide as current at all times.

- 2.4.** The Service Provider shall submit training documents for Peak period planning, as outlined in paragraph 1.2 of Schedule 5 (Training), no later than eight (8) weeks in advance of the start of Peak period for Authority Assurance.
- 2.5.** Where the Service Provider makes Concessions Scheme business as usual functionality Changes to their system, the Service Provider shall issue training documents, in accordance with paragraph 1.2 of Schedule 5 (Training), to the Authority for Assurance prior to the implementation of the changes. The Service Provider shall ensure the Service Provider Personnel are trained on the changes prior to the implementation of the change.
- 2.6.** Where the Service Provider implements functionality Changes to their system that impacts the Authority Personnel use of the system, the Service Provider shall provide training to Authority Personnel on the changes.
- 2.7.** Where there are changes to the Concessions Scheme policies and processes, the Service Provider shall issue training documents, in accordance with paragraph 1.2 of Schedule 5 (Training), to the Authority for Assurance prior to the implementation of the Changes. The Service Provider shall ensure that the Service Provider Personnel are trained on the changes prior to the implementation of the Change.
- 2.8.** All training material/documentation, and updates to it, produced by the Service Provider for the Services shall be the property of the Authority.

## 6. SCHEDULE 6 – SYSTEMS INTEGRATION

### 0. Definitions and Interpretations

0.1. The following definitions and acronyms appear throughout this Schedule.

<b>"Desktop Encoding Unit" or "DEU"</b>	a tangible unit used to encode Travel Products, including Travelcard and PAYG credit;
<b>"Graphic User Interface" or "GUI"</b>	Oyster card Management System, which holds Data relating to ticket products held on Oyster cards and recent journeys made by the cardholder (including its successor);
<b>"Oyster Card Transaction Analyser" or "OCTAgone"</b>	means reporting tool used to interrogate Data relating to Travel Products held on Oyster Cards and recent journeys made by Customers (including its successor);
<b>"Oyster Professional User System" or "OPUS"</b>	means Authority owned web based application used to process Customer refunds (including its successor);
<b>"Police Oyster"</b>	means the Concessions Scheme of that name as described in Appendix 6 of Schedule 4 (Service Scope Specification);
<b>"Traffic Day"</b>	means the period between the start of operations for the first passenger service on the Transport Network on any day and the end of operations for the last passenger service on the Transport Network on the following day but prior to the first passenger service on the next day. As of date of Contract this shall be from 5:00am to 04:29am of the following calendar day;
<b>"Virtual Private Network" or "VPN"</b>	a Virtual Private Network extending a private network across a public network, such as the Internet, enabling users to send and receive data across shared or public networks as if their computing devices were directly connected to the private network.

### 1. Introduction

#### 1.1. Scope & Purpose

1.1.1. The Authority operates in a dynamic environment seeking to respond to the changing demands of its customers. This drives on-going changes to the CE Systems Portfolio, the Supplier System and Interfacing Systems.

- 1.1.2. To meet these changing demands the Authority, requires:
  - 1.1.2.1. flexibility in terms of whether the Authority, any member of the Authority Group, the Service Provider or any Third Party delivers New Services that need to interface with the Supplier System;
  - 1.1.2.2. integration of the modules within the Supplier System to enable controlled system changes and on-going performance of the Services in accordance with the Service Levels; and
  - 1.1.2.3. integration of the Supplier System with all Interfacing Systems to enable controlled Changes that do not adversely impact such Interfacing Systems.
- 1.1.3. The objectives of this Schedule 6 (Systems Integration) are to:
  - 1.1.3.1. clearly set out the principles and the Service Provider's obligations for system integration in relation to the Supplier System and Interfaces to the Interfacing Systems; and
  - 1.1.3.2. where applicable, describe the Authority Assets which the Authority is providing pursuant this Contract to be used by the Service Provider as part of the Supplier System.

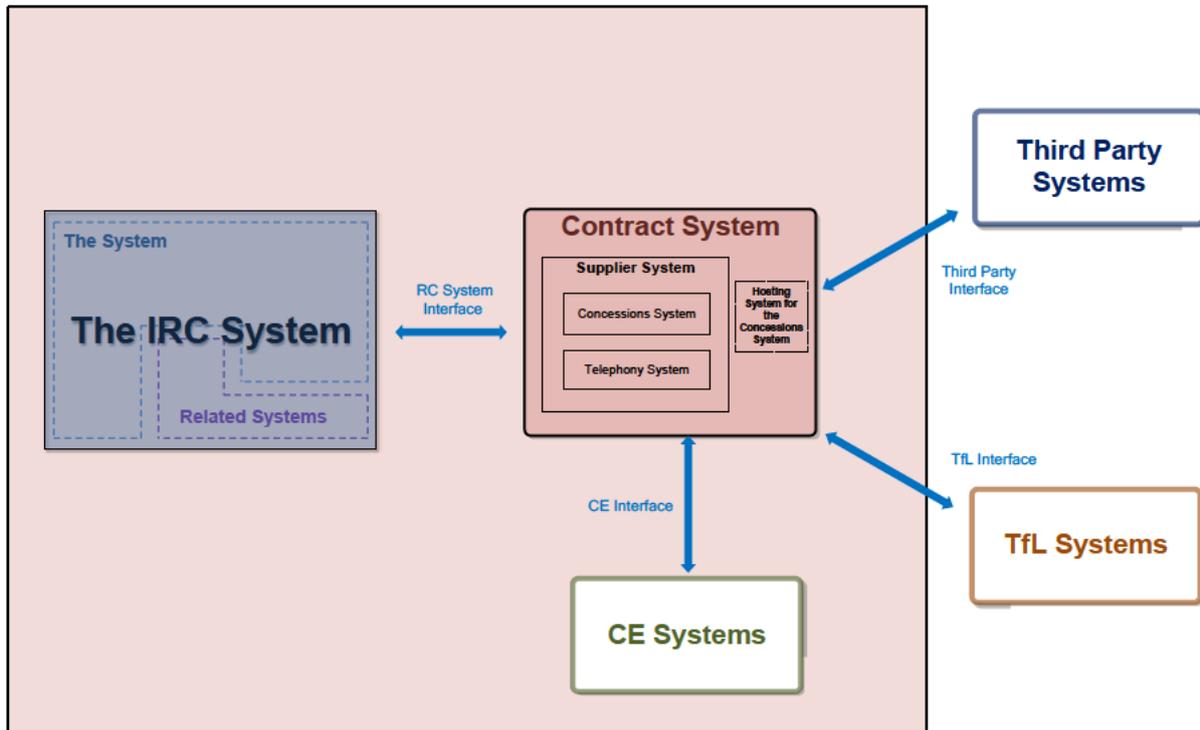
## **2. System Integration Overview and Principles**

### **2.1. General**

- 2.1.1. This paragraph 2 sets out an overview of system integration for the Supplier System together with the principles for providing, introducing and integrating New Services and Changes.

### **2.2. System integration overview**

- 2.2.1. The Authority requires Supplier System integration to enable on-going performance of the Services in accordance with the Service Levels through:
  - 2.2.1.1. controlled introduction of New Services to the Supplier System;
  - 2.2.1.2. controlled management of Changes without regression issues;
  - 2.2.1.3. management of Interfaces with Interfacing Parties;
  - 2.2.1.4. resolution of Alerts and Incidents;
  - 2.2.1.5. validation that the Services and the Supplier System and Interfacing Systems operate as required in delivering the end-to-end customer experience; and
  - 2.2.1.6. a smooth transition of any relevant system integrator responsibilities from the Existing Service Provider to the Service Provider.
- 2.2.2. The integration of the Supplier System encompasses the scope of the Services, Internal Interfaces, and potentially External Interfaces to Interfacing Systems. An outline of these systems is illustrated in the following diagram.



2.2.3. Regardless of which Interfaces the Service Provider is responsible for, the Service Provider shall:

2.2.3.1. make all necessary written recommendations and provides all expertise, records, information, documentation, data and assistance in order for any member of the Authority Group and any other Interfacing Party and their providers to ensure that the design and implementation of any Change or any New Services will successfully interface, integrate and inter-operate with the Supplier System (and each part thereof); and

2.2.3.2. ensure it takes all actions to manage and, where possible, resolve, any Alerts, Incidents, or Supplier System failures in relation to the interfacing, integration or inter-operation of any Changes and New Services with the Supplier System and the Services (or any part thereof) on a 'fix first and deal with responsibility later' basis, regardless of whether such Alert, Incident, or Supplier System failure was or may have been caused by the act or omission of the Service Provider, or any other Interfacing Party (or any providers to any of the aforementioned). The Service Provider shall promptly devote such additional time and resources to resolve any Alert, Incident, or Supplier System failure as soon as possible and to avoid its recurrence and the provisions of Clause 50 (Authority Events) (as the context requires) shall apply in relation to any contractual relief and ability to recover costs in respect of the impact on the Service Provider of such act or omission by an Interfacing Party and compliance by the Service Provider with its obligations under this paragraph.

2.2.4. The Service Provider shall ensure that no Changes to the Supplier System, the Interfaces, and/or the Services (or any parts thereof) of which it was or ought reasonably to have been aware are made at any time which will or may in any way adversely affect or impact upon:

- 2.2.4.1. any Interfacing System of which the Service Provider was or ought reasonably to have been aware;
  - 2.2.4.2. any IRC System Interface, any CE System Interface or any TfL System Interface, including any Interface Specifications in existence or being developed as at the Contract Commencement Date or proposed thereafter, without the prior written consent of the Authority in each instance. The Service Provider shall ensure that all details regarding the effect or impact upon a New Service, the Authority, and the RCC Contractor are promptly provided in writing to the Authority; and
  - 2.2.4.3. the delivery of the Services and the Supplier System in accordance with the Service Levels.
  - 2.2.5. In the event that any Changes to the Supplier System and/or the Services, and/or any Interfaces or Interface Specifications are proposed by the Service Provider or made in contravention of paragraph 2.2.4, the Service Provider shall pay to the Authority or, if directed by the Authority, any other relevant Interfacing Party or any provider to an Interfacing Party, all costs and expenses incurred by the Authority and/or any Interfacing Party in achieving ongoing compatibility between the Supplier System and Services and the Interfacing System, including in respect of changes required to the hardware, software or systems of the Interfacing Party or the Authority, to the Interface or to the Supplier System and/or the Services (or any parts thereof) themselves. The Service Provider shall not be entitled to require an increase in Charges or payment of other sums under any Variation or otherwise to finance those changes.
  - 2.2.6. In the event that any relevant Changes are proposed in circumstances other than those set out in paragraph 2.2.5, the Service Provider shall be entitled to recover its direct demonstrable costs for those Changes which shall be agreed by the Parties pursuant to Schedule 9 (Form of Variation).
  - 2.2.7. Otherwise, the Service Provider's role and responsibilities with regard to system integration shall be determined by the category of Interface, as depicted in the aforementioned diagram. For:
    - 2.2.7.1. internal Interfaces and Third Party Interfaces, the Service Provider shall be the system integrator, and shall have the role and responsibilities described in paragraph 3 (Service Provider acting as the systems integrator).
    - 2.2.7.2. IRC System Interfaces, the RCC Contractor shall be the system integrator.
    - 2.2.7.3. CE System Interfaces and TfL System Interfaces, the Service Provider shall consult with the Authority before the implementation of a Technical Change to agree who is best placed to act as system integrator. For CE System Interfaces and TfL System Interfaces, the Authority will decide, acting reasonably, who is systems integrator, on a case by case basis.
- 3. Service Provider acting as the systems integrator**
- 3.1. General**

3.1.1. The role and responsibilities of the Service Provider as the system integrator, both in relation to the Supplier System and the relevant Interfaces, includes:

- 3.1.1.1. integration testing;
- 3.1.1.2. controlling the introduction of Technical Changes and New Services;
- 3.1.1.3. providing recommendations and information on integration matters;
- 3.1.1.4. ensuring compatibility between the Supplier System, the modules and Interfacing Systems;
- 3.1.1.5. working with the Interfacing Parties to manage the Interfaces;
- 3.1.1.6. working with the Interfacing Parties to integrate the Services with the services provided by the Interfacing Parties; and
- 3.1.1.7. managing Alerts and Incidents

### **3.2. The System Integrator Role Overview**

3.2.1. The Service Provider shall, unless otherwise specified in writing by the Authority, ensure that:

- 3.2.1.1. it takes all necessary steps to ensure compatibility between the Supplier System and the Interfaces with Interfacing Systems, including conducting all testing of any Interfaces and Data Feeds;
- 3.2.1.2. it takes responsibility for the introduction of Technical Changes and New Services to the Supplier System and subject to the terms of the Contract, the design, build, integration testing, operation and maintenance of any Interfaces with any member of the Authority Group or any other relevant Interfacing Party or any of their providers and any other points of actual or possible integration, inter-operability or interface with the Supplier System and/or the Services (or any parts thereof); and
- 3.2.1.3. it takes responsibility for maintaining the integrity of the Supplier System and, the Services in relation to any Technical Change.

### **3.3. Integration Testing**

3.3.1. The Service Provider shall perform integration testing in accordance with the testing procedures and test assurance process set out in paragraphs 4.3 and 4.4 of Schedule 13 (Programme and Project Lifecycle) and shall designate from the Contract Commencement Date an Integration Manager to liaise with the Authority on all integration issues.

### **3.4. Introduction of New Services**

3.4.1. The Parties shall use the processes set out in Schedule 9 (Form of Variation) to determine the Interface Specifications and any integration testing requirements that are to be developed in relation to the introduction or possible introduction of any New Service.

### **3.5. Interface Specifications**

3.5.1. The Service Provider shall ensure that each Interface Specification:

- 3.5.1.1. complies with the minimum requirements set out in any applicable Variation from time to time to allow the particular New Service to interface, integrate and inter-operate with the Supplier System and the Services (and each part thereof);
  - 3.5.1.2. insofar as it is reasonably practicable, identifies for the relevant Interfacing Party any matters, risks or actions which it should reasonably consider in the operation of the Interface as applicable, to minimise any potential impact on the end-to-end customer experience; and
  - 3.5.1.3. takes into account the Service Providers role as system integrator, where applicable ,as part of the Services in respect of any Interfacing Parties.
- 3.5.2. The Service Provider acknowledges and agrees that any member of the Authority Group may:
- 3.5.2.1. provide to any Third Party any Interface Specification and/or Service Provider Proposed Variation in respect of Variations to the Supplier System and/or the Services to accommodate the introduction of the relevant New Service or Change;
  - 3.5.2.2. require the Service Provider to participate in any such discussions or to submit any proposal for the supply of any relevant New Service at the absolute discretion of any member of the Authority Group; and/or
  - 3.5.2.3. otherwise require the Service Provider to participate in the process of developing or assessing any New Service or Change as part of the system integrator role to be performed by the Service Provider.
- 4. RCC Contractor acting as systems integrator for IRC System Interfaces**
- 4.1. General**
- 4.1.1. The Service Provider shall comply with the requirements of the Accreditation Terms entered into with the RCC Contractor, and the requirements of the Accreditation Plan and Interface Specification as detailed in Appendix 2 of this Schedule.
  - 4.1.2. In the event, that the Service Provider fails to comply with the Accreditation Plan then the Authority or the RCC Contractor will issue a Remediation Plan. The Service Provider shall comply with the requirements of that Remediation Plan and pay the additional reasonable costs of the RCC Contractor. Such costs may be recovered by the Authority to the extent that they are not recovered directly by the RCC Contractor.
- 5. The Authority or a Third Party acting as systems integrator for CE System Interfaces or TfL System Interfaces.**
- 5.1. General**
- 5.1.1. The Service Provider shall comply with its obligations in Clause 7.1.4.
  - 5.1.2. In the event, that the Service Provider fails to comply with its obligations in Clause 7.1.4 then the Authority or the Authority Systems Integrator will issue a Remediation Plan. The Service Provider shall comply

with the requirements of the Remediation Plan and pay the additional reasonable costs of the Authority or the Authority Systems Integrator. Such costs may be recovered by the Authority to the extent that they are not recovered directly by the Authority Systems Integrator.

- 6.** Authority Assets to be provided to the Service Provider
  - 6.1.** Subject always to Clause 19 (Access to Premises and Assets), as at the date of the Contract the Authority Assets to which it is agreed that the Service Provider is to be given access for the purpose of performance of the Services are as described in Appendix 1.
  - 6.2.** The Authority Assets are all owned or leased/licensed by the Authority.
  - 6.3.** The Authority grants the Service Provider the right to use the Authority Assets for the purposes only of providing the Services and fulfilling the Service Provider's other obligations pursuant to this Contract.
  - 6.4.** The Authority will at all times retain all right and title to the Authority Assets.
  - 6.5.** The Service Provider will in respect of Authority Assets:
    - 6.5.1.** take reasonable and proper care of the Authority Assets and exercise a standard of care that matches or exceeds that which the Service Provider exercises in relation to its own assets;
    - 6.5.2.** comply with all of the Authority's reasonable requests (or those of the Authority's authorised nominee) in relation to the Authority Assets;
    - 6.5.3.** not remove any labelling or other indication on any Authority Asset which identifies the same as property of the Authority or any person approved by the Authority for this purpose;
    - 6.5.4.** if the Authority Assets are subject to a lease or licence, comply with the terms of the such lease or licence as notified by the Authority to the Service Provider from time to time; and
    - 6.5.5.** have no encumbrance and ensure no encumbrance is created over or in respect of the Authority Assets.
  - 6.6.** The Service Provider will ensure that during the Term each Authority Asset in used in accordance with the manufacturer/supplier's technical specifications (if any).
  - 6.7.** Without limiting paragraph 6.8, the Service Provider shall comply with the requirements of Schedule 8 (Service Management) in respect of the arrangements for facilitating the maintenance, repair and replacement of Authority Assets.
  - 6.8.** The Service Provider will be responsible for all loss and damage (fair wear and tear excepted) to those Authority Assets which are delivered into the possession of the Service Provider or its sub-contractor, save to the extent that the same results directly from the act or omission of the Authority or a member of the Authority Group or the RCC Contractor.
  - 6.9.** Where Authority Assets are delivered into the possession of the Service Provider (or its sub-contractor) Service Provider will:

- 6.9.1. obtain the Authority's consent for where those assets are to be located;  
and
  - 6.9.2. ensure that those assets are not removed from that location without the Authority's prior written consent.
- 6.10.** Without limiting the Handback Plan, the Service Provider will cease to have any right to use an Authority Asset from the End Date applicable to the Service for which that Authority Asset is required and will ensure that the relevant Authority Asset is safely delivered to the Authority (or as may otherwise be provided in the Handback Plan) on such date.

## **APPENDIX 1 –AUTHORITY ASSETS**

Where applicable user documents will be provided as part of an Authority Asset

### **Authority Assets to be provided for the general Service**

- Document Management System

### **Authority Asset to be provided for paragraph 4 (Contact handling) of Schedule 4 (Service Scope Specification)**

#### **Software**

- Microsoft Dynamics (MS Dynamics)
- Oyster Professional User System (OPUS)
- Graphic User Interface (GUI) currently version NSLD Prestige 5 but may be updated
- Oyster Expansion on National Rail (OXNR) Knowledge Base
- Oyster Card Transaction Analyser (OCTAGone)
- Professional communities
- Any software that comes with OneLondon access that is not listed elsewhere in the Contract.

#### **Documentation**

- Process Documents as detailed in Appendix 1 of Schedule 4 (Service Scope Specification)
- Training materials as detailed in Appendix 1 of Schedule 5 (Training)
- TfL quality and compliance to process audit criteria for telephone calls and Correspondence as detailed in Appendix 4 (Quality Measurement Criteria) of Schedule 4 (Service Scope Specification)
- Top 50 quality audit criteria for telephone calls as detailed in Appendix 4 (Quality Measurement Criteria) of Schedule 4 (Service Scope Specification)
- Top 50 quality audit criteria for Correspondence as detailed in Appendix 4 (Quality Measurement Criteria) of Schedule 4 (Service Scope Specification)

### **Authority Asset to be provided for paragraph 5 (Card Fulfilment of Schedule 4 (Service Scope Specification)**

#### **Hardware for main site – minimum quantities**

- 12 x Desktop Encoder Units (including their associated Keyboard Video and Mouse (KVM) switches, DEU Personal Computer (PC), Master Module (MM), and MM Power Supply Units (PSU))
- 3 x Station Computers
- 6 x Card Readers (MOVIE readers)
- 3 x Wide Area Network (WAN) communication link
- 3 X router

### **Hardware for disaster recovery site – minimum quantities**

- 3 x Desktop Encoder Units (including their associated Keyboard Video and Mouse (KVM) switches, DEU Personal Computer (PC), Master Module (MM), and MM Power Supply Units (PSU))
- 1 x Station Computers
- 1 x Card Readers (MOVIE readers)
- 1 x Wide Area Network (WAN) communication link
- 1 X router

### **Consumables (the Authority will provide an estimated 3 months worth of stock to the Service Provider during Transition)**

- Zip Oyster Photocards for 5-10, 11-15 and 16+ schemes – 90,000 cards
- Oyster Photocards for 18+, Apprentice, Athletes London and currently Veteran schemes) – 90,000 cards
- Oyster Photocards for 60+ scheme – 30,000 cards
- Oyster Photocards for Engineers Pass – 100 cards
- Oyster cards for police scheme – 1000 cards
- Zip Oyster Photocards card wallets – 90,000 wallets (3600 bands of 25)

### **Documentation**

- Process Documents as detailed in Appendix 1 of Schedule 4 (Service Scope Specification)
- Training materials as detailed in Appendix 1 of Schedule 5 (Training)

## **APPENDIX 2 – ACCREDITATION TERMS AND PLAN**

### **ANNEX 1 - RCC CONTRACTOR ACCREDITATIONS TERMS**

Please refer document CSM\_Sch6\_A2\_a1\_RCC Contractor Accreditations terms, as provided by the Authority at ITN Phase 2B and BAFO stage.

### **ANNEX 2 - ACCREDITATION PLAN**

Please refer document CSM\_Sch6\_A2\_a2\_ Accreditation Plan, as provided by the Authority at ITN Phase 2B and BAFO stage.

### **ANNEX 3 - DEU TO CONTROLLER**

Please refer document CSM\_Sch6\_A2\_a3\_DEU to Controller, as provided by the Authority at ITN Phase 2B and BAFO stage.

### **ANNEX 4 - ACCREDITATION PLAN AND INTERFACE SPEC (PER CYCLE) TFL**

Please refer document CSM\_Sch6\_A2\_a4\_Accreditation Plan and Interface spec (per cycle) TfL, as provided by the Authority at ITN Phase 2B and BAFO stage .

## **APPENDIX 3 – SYSTEMS INTERFACE SPECIFICATION**

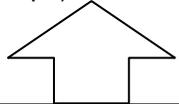
Please refer document CSM\_Sch6\_A3\_System Interface Specification V1.3, as provided by the Authority.

## APPENDIX 4 – OYSTER PHOTOCARD ENCODING PARAMETERS

This Appendix details the encoding parameters for Oyster Photocards which are issued on Desk-top Encoding Units (DEUs).  
 Artwork shall be provided by the Authority. Text is printed in blue, pantone reference 072.

Scheme	Card Design	Card Type	Passenger Type	Validity Date (false date of birth)	Discount Entitlement	Last day of use of Discount	Last day of use of Photocard	Product and Model	Product Expiry
5-10 (London resident)	Zip	10	2 - Child	11th birthday minus 16 years	11– Child free on TfL and NR where pay as you go is accepted. Child rate pay as you go on HS1 and potentially Gatwick from 2 January 2016.	Traffic Day commencing on day before Customer's 11 <sup>th</sup> birthday	Traffic Day commencing on day before 11 <sup>th</sup> birthday	Bus Pass – Free Product Model 3FFED3C303 C0030002903 001	At end of Traffic Day before 11 <sup>th</sup> birthday
11-15 (London resident)	Zip	10	2 - Child	1 October of the next academic year after child turns 16, minus 16 years	31 – none	n/a	Traffic Day commencing on 30 <sup>th</sup> September of next academic year after child turns 16.	Bus Pass – Free Product Model 3FFED3C303 C0030002903 001	At the end of Traffic Day on 30 <sup>th</sup> September of next academic year after child turns 16.
11-15 (Non-Concessi onary London resident)	Zip	10	5 - Non-Conc Child	1 October of the next academic year after child turns 16, minus 16 years	31 – none	n/a	Traffic Day commencing on 30 <sup>th</sup> September of next academic year after child turns 16.	n/a	n/a
16+ (London resident)	Zip	10	6 – 16+	1 October of the next academic year after child turns 18 minus 18 years.	7 – 16+ FTE	Traffic Day commencing on 30 September of the next academic year after child turns 18.	Traffic Day commencing on 30 September of the next academic year after child turns 18.	n/a	n/a

Scheme	Card Design	Card Type	Passenger Type	Validity Date (false date of birth)	Discount Entitlement	Last day of use of Discount	Last day of use of Photocard	Product and Model	Product Expiry
16+ (Non-London resident)	Zip	10	6 – 16+	Customer's actual date of birth is used rather than a false date of birth	31 – none	n/a	Day before 18 <sup>th</sup> Birthday.	n/a	n/a
18+ Student	Aqua/blue	10	1 - Adult	n/a	4 – 18+	(as detailed in block arrow shape) 	n/a	n/a	n/a
<p>- If the course starts in September or October and ends in May, June, July or August of the same academic year, the discount will expire at the end of Traffic Day on 31 August of the course end year.</p> <p>- If the course starts and ends within the same academic year and begins after October or ends before May, the discount will expire at the end of Traffic Day on the course end date.</p> <p>- If the course spans two or three academic years and your course ends in May, June, July or August, the discount will expire at the end of Traffic Day on 31 August of the course end year.</p> <p>- If the course spans two or three academic years and the course ends before May, the discount will expire at the end of Traffic Day on the course end date.</p> <p>- If the course spans over four or more academic years, the discount will expire on 14 October at the beginning of the fourth academic year.</p> <p>Note that an academic year starts on the 1st of September of a given year and ends at the end of Traffic Day on the 31st of August of the following year.</p>									
Veteran	Aqua/blue	10	1 - Adult		31 – none	n/a	n/a	Disabled Freedom Product Model 57FEC3C1FF DF03002B288 B01	At the end of Traffic Day on 31 May 2017

Scheme	Card Design	Card Type	Passenger Type	Validity Date (false date of birth)	Discount Entitlement	Last day of use of Discount	Last day of use of Photocard	Product and Model	Product Expiry
Athletes London	Aqua/Blue	10	1 – Adult		31 – none	n/a	n/a	Annual Z1-9 Travelcard 28 18 cc c0 7f c0 03 00 03 d8 4f 01	(as detailed in block arrow shape) 
<p>A maximum of 12 months (at the end of Traffic Day on the end date).</p> <p>A card expiring before 12 months from the day it is encoded will have no start date set, and the end date will be set to the appropriate card expiry date.</p> <p>A card expiring beyond 12 months from the day it is encoded will still have an end date set to the appropriate expiry date, but will also have a start date to ensure that there is a maximum of 12 months validity for the product.</p>									
60+ London	Aqua/Blue	22 Media type 12 (2K)	1 - Adult	Customers can apply 2 weeks before their 60 <sup>th</sup> birthday.			Card will be valid 2 weeks after customers become eligible for an Older Persons Freedom Pass, which is rising on a sliding scale and will eventually be 66 years old.	Older Persons Freedom Pass 56FECFC1FF C003000B787 301	Card will be valid 2 weeks after customers become eligible for an Older Persons Freedom Pass, which is rising on a sliding scale and will eventually be 66 years old.
Apprentice	Aqua/Blue	10	1 – Adult	n/a	10 - Apprentice	Traffic Day commencing on 1 year and 14 days from card issue	Traffic Day commencing on 1 year and 14 days from card issue	n/a	n/a
Police Oyster	Blue check	7	1 - Adult	n/a	31 - none	n/a	n/a	Police pass	n/a
Engineer	Plain white	5	1 - Adult	n/a	31 - none	Traffic Day commencing on 30 June 2019	Traffic Day commencing on 30 June 2019	Engineer pass	At the end of Traffic Day on 30 June 2019

## 7. SCHEDULE 7 – PRICING SCHEDULE

### 0. Defined Terms

In this Schedule, unless the context indicates otherwise the following expressions shall have the following meanings:

<b>"11-15 Oyster Photocard"</b>	means the Concessions Scheme of that name as described in Appendix 6 of Schedule 4 (Service Scope Specification);
<b>"16+ Oyster Photocard"</b>	means the Concessions Scheme of that name as described in Appendix 6 of Schedule 4 (Service Scope Specification);
<b>"18+ Student Oyster Photocard"</b>	means the Concessions Scheme of that name as described in Appendix 6 of Schedule 4 (Service Scope Specification);
<b>"5-10 Oyster Photocard"</b>	means the Concessions Scheme of that name as described in Appendix 6 of Schedule 4 (Service Scope Specification);
<b>"Apprentice Oyster Photocard"</b>	means the Concessions Scheme of that name as described in Appendix 6 of Schedule 4 (Service Scope Specification);
<b>"Athletes London Oyster Photocard"</b>	means the Concessions Scheme of that name as described in Appendix 6 of Schedule 4 (Service Scope Specification);
<b>"AWE"</b>	the Average Weekly Earnings, as regular pay (excluding bonuses) as published by the Office for National Statistics from time to time, or failing such publication, such other index as the Parties may agree;
<b>"Card Carrier Letter"</b>	means a letter that accompanies a Card as part of the Card Fulfilment process.
<b>"Contract Year"</b>	shall have the meaning given in paragraph 2.2.1.6 of Schedule 7 (Pricing Schedule);
<b>"CPI"</b>	the Consumer Prices Index as published by the Office for National Statistics from time to time, or failing such publication, such other index as the Parties may agree;
<b>"ppm"</b>	Price per minute;
<b>"ppt"</b>	Price per transaction;
<b>"SMS"</b>	Short Message Service.
<b>"Station List "</b>	A list of stations on the Transport Network;
<b>"Test Cards"</b>	means Cards that are produced to test the

	successfulness of functionality and associated application of fares;
<b>"Veterans Oyster Photocard"</b>	means the Concessions Scheme of that name as described in Appendix 6 of Schedule 4 (Service Scope Specification);
<b>"Wrap Time"</b>	the time required by a SP Agent after a conversation is ended, to complete work that is directly associated with each call completed. For the avoidance of doubt, the wrap time shall not include any time spent on any other activities including (without limitation) meetings, breaks and correspondence,

## 1. Introduction

- 1.1. This Schedule outlines the applicable Charges payable by the Authority to the Service Provider for the provision of the Services which shall be invoiced in accordance with Clauses 10 (Charges) and 11 (Payment Procedures and Approvals) as varied by paragraphs 2 of this Schedule.

## 2. Charges

### 2.1. Fixed Charges

#### 2.1.1. Scheme Management fee

2.1.1.1. A Scheme Management fee of [REDACTED] per Period shall be applicable.

2.1.1.2. The Scheme Management fee shall include all costs associated with the provision of Scheme Management as detailed in paragraph 3 of Schedule 4 (Service Scope Specification),

2.1.1.2.1. including all correspondence between Education Establishment or organisations applying to become an eligible education establishment, and the Service Provider;

2.1.1.2.2. including all notifications that are system generated as detailed in Annex 6 (Notification Triggers) of Appendix 7 of Schedule 4; but

2.1.1.2.3. excluding all inbound and outbound calls to and from Education Establishment or organisations applying to become an eligible education establishment, which shall be Charged in accordance with Table 1 (Call handling); and

2.1.1.2.4. any activity detailed in paragraph 3.2 (CSM Activities rate card), which shall be Charges in accordance with Table 7 (CSM Activities).

2.1.1.3. For notification or correspondence letters, the Service Provider shall use:

2.1.1.3.1. envelopes in accordance with paragraph 6.15.1.4 of Schedule (Service Scope Specification); and

2.1.1.3.2. paper for letters in accordance with paragraph 6.15.1.1 of Schedule (Service Scope Specification).

2.1.1.4. Where the Service is terminated in accordance with Clause 34 (Breach and Termination of Contract) or ceases in accordance with Clause 36 (Handback of Services) the associated Fixed Charges shall be calculated on pro-rata basis based on the number of days in the applicable Period in which the Service has ceased to be provided by the Service Provider.

2.1.1.5. The Scheme Management fee shall be payable from Service Commencement Date.

## 2.1.2. Concessions System fee

2.1.2.1. A Concessions System fee of [REDACTED] per Period shall be applicable for provision of the Concessions System in accordance with:

2.1.2.1.1. Clause 29 ;

2.1.2.1.2. paragraph 2 of Schedule 4 (Service Scope Specification);

2.1.2.2. The Concessions System fee shall be payable from the Service Commencement Date.

## 2.2. Variable Charges

### 2.2.1. Call handling

2.2.1.1. Call handling shall be charged on a pence per minute (“ppm”) basis.

2.2.1.2. Call handling includes any inbound, outbound and transfer calls.

2.2.1.3. The Call Handling Charges shall not include and the Service Provider shall not be entitled to charge for time an SP Agent is in Wrap Time or not engaged in a call, and only includes SP Agent Talk Time.

2.2.1.4. The Call Handling Charges shall be inclusive of all costs associated with the provision of the Services of the Contract, excluding Charges detailed in paragraph 2.1, 2.2.2, 2.2.3, 2.3 and 2.4 and Change Management and Variations that may include items on the CSM Activities listed under paragraph 3.2.

2.2.1.5. The call handling minutes shall be aggregated and the Service Provider shall invoice the Authority based on the agreed volumes in accordance with paragraph 12 of Schedule 8 (Service Management) and apply the volume discount as detailed in Table 1 (Call handling) on a Period basis.

2.2.1.6. The call handling price banding is based on the aggregated call volumes received by the Service Provider under this Contract in each period of 13 Periods during the Term (“**Contract Year**”). The first Contract Year shall commence on the Service Commencement Date, and the last Contract Year shall end on the Expiry Date, and may be fewer than 13 reporting Periods.

2.2.1.7. When a volume discount is triggered by the number of minutes exceeding a threshold in accordance with Table 1 below, the new

discounted rate shall apply only to the number of minute above the threshold and will not apply retrospectively to the minutes below that.

2.2.1.8. Call handling Charges shall be prorated to the second.

2.2.1.9. The Parties shall undertake a Periodic reconciliation of the call volumes and applicable Charges.

**Table 1: Call handling**

Call handling	Rates £ ppm
0 - 1million	
> 1 million - 2 million	
> 2 million - 3 million	
> 3 million - 4 million	
> 4 million - 5 million	

2.2.2. Concessions Customer Correspondence

2.2.2.1. Concessions Customer Correspondence Charges shall be charged on a price per transaction (“ppt”) basis.

2.2.2.2. Concessions Customers Correspondence Charges shall include all costs, associated with the provision, processing and response to Customers enquiries received through the correspondence channel, and where the SP Agent has responded via correspondence as detailed in process document 3.1.1 Correspondence process listed in Appendix 1 (Process Document Register) of Schedule 4 (Service Scope Specification) and the requirements detailed in paragraph 4.8 of Schedule 4 (Service Scope Specification).

2.2.2.3. For the avoidance of doubt, the correspondence Charges in Table 2 shall not apply to any correspondence activity the Service Provider undertakes within the requirements of paragraph 3 (Scheme Management) of Schedule 4 (Service Scope Specification) or paragraph 6.14 (CSM Activities) of Schedule 4 (Service Scope Specification).

2.2.2.4. The Charges in Table 2 below shall include, where applicable, the cost of envelopes, printing of letters, but shall exclude postage Charges, where the postage element of the Charge, which are to be charged separately and in accordance with Table 4 of this Schedule and paragraph 4.8.9 of Schedule 4 (Service Scope Specification).

2.2.2.5. The Service Provider shall use:

2.2.2.5.1.envelopes in accordance with paragraph 6.15.1.4 of Schedule (Service Scope Specification); and

2.2.2.5.2.paper for letters in accordance with paragraph 6.15.1.1 of Schedule (Service Scope Specification).

**Table 2: Concessions Customer Correspondence (reply to inbound correspondence)**

Correspondence handling	Rates £ ppt
Outgoing correspondence - letter	
Outgoing correspondence - SMS	

### 2.2.3. Card Fulfilment

2.2.3.1. Card Fulfilment shall be Charged on a price per transaction basis.

2.2.3.2. The Card Fulfilment Charges, as detailed in Table 3, shall include:

2.2.3.2.1. all costs associated with the issue, loading of PAYG, where applicable, loading of Travelcards, and dispatching (which may include enclosing Oyster wallets and additional Authority information);

2.2.3.2.2. all other operation requirements for Card Fulfilment as detailed in paragraph 5 of Schedule 4 (Service Scope Specification); and

2.2.3.2.3. with the exception of Test Cards, the cost of stock, which shall include:

2.2.3.2.4. Card Carrier Letters in accordance with paragraph 6.15.1.2 of Schedule 4 (Service Scope Specification);

2.2.3.2.5. Conditions of use letter in accordance with paragraph 5.4.5 and 6.15.1.1 of Schedule 4 (Service Scope Specification in (for Police Oyster cards only); and

2.2.3.2.6. envelopes in accordance with paragraph 6.15.1.4 of Schedule 4 (Service Scope Specification).

2.2.3.3. Card Fulfilment Charges do not include cost of postage which shall be charged separately in accordance with Table 4 of this Schedule and paragraph 5.4.9 of Schedule 4 (Service Scope Specification).

2.2.3.4. The Service Provider shall invoice the Authority based on the agreed volumes of each of Card Fulfilment type by Scheme, in accordance with paragraph 12 of Schedule 8 (Service Management) and apply the applicable rate as detailed in Table 3 below on a Periodic basis.

**Table 3: Concessions Scheme Card Fulfilment**

Card Fulfilment type by Scheme	£ppt	
Zip Oyster Photocard		
18+ Student Oyster Photocard		
60+ London Oyster Photocard		
Test Cards	£	
Card Fulfilment type by Scheme	£ppt	Replacement £ppt (for reported lost, stolen, damaged, failed)
Athletes London Oyster Photocard		

Police Oyster card			
Veteran Oyster Photocard (Inc. processing paper applications)			

### 2.3. Ad-hoc Charges

- 2.3.1. Item 2 (Postage) and item 3 (Courier) Charges shall not include and the Service Provider shall not be entitled to charge for any mark-up.
- 2.3.2. With regards to item 2, the Service Provider may only invoice the Authority up to the same value as the equivalent applicable charge which Royal Mail UK would charge at the time of when the postage was charged to the Service Provider.
- 2.3.3. Item 3 shall be in accordance with paragraph 5.4.12 of Schedule 4 (Service Scope Specification)
- 2.3.4. Items 4, 5 and 6 detail the cost element of an individual mailshot sent as part of a customer campaign where instructed by the Authority in accordance with item Customer Campaign of CSM Activity listed under paragraph 3.2.
- 2.3.5. Item 5 shall include the cost of envelopes, printing of letters but shall exclude postage charges, where the postage element shall be charged separately and in accordance with item 2.
- 2.3.6. Where applicable, the Service Provider shall use:
- 2.3.6.1. envelopes in accordance with paragraph 6.15.1.4 of Schedule 4 (Service Scope Specification) for items 1 and 5;
- 2.3.6.2. paper for letters in accordance with paragraph 6.15.1.1 of Schedule 4 (Service Scope Specification) for items 1 and 5; and
- 2.3.6.3. freepost envelopes in accordance with paragraph 6.15.1.3 of Schedule (Service Scope Specification) for item 1.

**Table 4: Ad-Hoc Charges**

Item	Item (Description)	Rates £
1	Veteran paper application	
2	Postage - Royal Mail 1st class or equivalent (franking)	
3	Courier for items listed in paragraph 5.4.10 of Schedule 4	
4	Customer campaign mailshot – Email	£
5	Customer campaign mailshot – Letter	£
6	Customer campaign mailshot – SMS	£

### 2.4. Transition

- 2.4.1. The Transition Charges detailed in Table 5 shall reflect the Charges associated with the Transition Milestone Dates as detailed in the Service Provider's Transition Plan in Appendix 2 (High-level Transition Plan) of Schedule 3 (Transition).
- 2.4.2. The Transition Charges shall be chargeable upon successful delivery of specific Transition Milestone in accordance with achieving the associated Milestone Criteria as detailed in Appendix 3 (Milestone Criteria) of Schedule 3 (Transition).
- 2.4.3. The Charges shall be inclusive of all costs associated with the transition and mobilisation of the Services, excluding any Charges detailed in paragraphs 2.1, 2.2 and 2.3 of this Schedule.

**Table 5: Transition**

<b>Transition Milestone</b>	<b>% of total</b>	<b>Payment £</b>
Data Migration complete	14.20	██████████
Concessions System testing and assurance complete	14.20	£ ██████████
IPR key document deposit complete	14.20	██████████
Service Commencement	14.20	£ ██████████
Training complete (Service Provider, Authority, and Third Party staff)	14.20	██████████
Final Service Transition Milestone	14.20	██████████
All outstanding issues resolved	14.20	██████████
<b>Total Transition costs</b>	<b>100%</b>	██████████

### 3. Rate Cards

#### 3.1. Service Provider Personnel

- 3.1.1. Service Provider Personnel daily rates shall be used to cost Variations of the Contract, where applicable.
- 3.1.2. In accordance with paragraph 3.2 of Schedule 9 (Form of Variation), the Service Provider Personnel day/hourly rate shall not exceed the rates detailed in Table 6 (Service Provider Personnel).

**Table 6: Service Provider Personnel**

<b>Role Title</b>	<b>Daily Rate (£)</b>
<b>Training Manager / Senior Trainer</b> Minimum 4 years experience of creating training material and delivering classroom based training.	██████████
<b>Trainer (Training Officer)</b> Minimum 2 years experience of creating training material and delivering classroom based training.	██████████
<b>Technology Lead</b> Subject Matter Expert in technology. Primary contact for technology support and acts as the lead in any technology based changes and upgrades required by the Authority.	██████████
<b>Systems Developer</b> Undertakes analysis, defect tracking, development,	£ ██████████

and detailed design of the Concessions System.	
<b>Business Analyst</b> Analyses the Service Provider's performance, producing reports and other documentation as required.	████████
<b>Test Analyst</b> Tests systems by means including but not limited to their functionality, resilience and usability. Reports on findings.	████████
<b>Programme Manager</b> Manages the interdependences and relationships between multiple projects.	████████
<b>Senior Project Manager</b> Minimum 4 years experience of managing delivery of projects.	████████
<b>Project Manager</b> Minimum of 2 years experience of managing delivery of projects.	████████
<b>Customer Service Team Leader</b> Manages a team of Customer Service SP Agents.	████████
<b>Customer Service (SP) Agent</b> Performs the role of an SP Agent as defined in Schedule 4 (Scope Service Specification).	████████

### 3.2. CSM Activities

3.2.1. In accordance with paragraph 6.14 of Schedule 4 (Service Scope Specification), the each CSM Activities shall be inclusive of all costs associated with the activity unless otherwise stated within the rate card. The activity cost shall include but is not limited to costs associated with development, testing, release and resourcing.

3.2.2. The CSM Activities rate card shall be Chargeable as follows:

Item	Activity Subject	CSM Activity	CSM Description	Activity	Activity output/example/guidance	Frequency	Price
1	Concessions System	Zone description amendment	Amend the zone description		<p>Example:</p> <p>Hertford East, Ware, St. Margaret's(Herts) and Rye House will be moving into the same zone description as Broxbourne.</p> <p>On the web page where the Customer can buy Travelcards &amp; PAYG, the drop down selection menu showing the zone description will need to be updated to show the new zone description.</p> <p>Current description: 'Broxbourne' New Description: 'Broxbourne/Rye House/St. Margaret's/Ware/Hertford East'</p>	Ad-hoc  May occur as a result of Fares Revision	£ [REDACTED]
2	Concessions System	Station List amendment	Remove, add or amend Station List within the Concessions System where purchased PAYG and Travelcards can be activated		<p>Example:</p> <p>As a result of Swanley station being classified to be within the TfL Network (Zone 8). PAYG and Travelcards will be accepted at Swanley station. Therefor in the event Customers purchase PAYG and/or Travelcards via the Concessions System, the Concessions System shall have the ability to allow Customers to</p>	Ad-hoc  May occur as a result of Fares Revision	£ [REDACTED]

				select to activate such purchases at Swanley station.		
3	Concessions System	Fares Revision - Price adjustment	Incorporate and enable the Concessions System to offer two (2) different Travelcard prices depending on the Customer's selected Travelcard start date AND disable the old pricing at specified date.	<p>Guidance:</p> <p>As part of the annual January Fares Revision, Travelcard prices may change. Where there is a change, the following high-level items need to be administered with any associated activities dependant on the Service Provider's Concessions System solution:</p> <ul style="list-style-type: none"> <li>&gt; Travelcard prices displayed within the Photocard sales site (accessible via the Customer Online Component) will need to be updated;</li> <li>&gt; As Customers are able to purchase Travelcards 30 days in advance, the site will need to display both the current and future Travelcard prices from the 30 days in advance of new Travelcard pricing go-live.</li> <li>&gt; Remove of the old Travelcard pricing at a date to be specified by the Authority (which is the date that the old pricing is no longer available for purchase under).</li> </ul> <p>Example:</p> <p>On 2 December 2016 - Add new 2017 Travelcard season rates within Zones 1-9A/B/C to Photocard sales site (accessible via COC) allowing Customers to make purchases 30 days in advance. Thus two sets of fares</p>	usually annually - circa December/January	£ <span style="background-color: black; color: black;">██████████</span>

				<p>tables will sit within the Photocard sales site.</p> <p>On 2 January 2017 - Remove 2016 Travelcard season rates. 2017 Travelcard prices will remain.</p>		
4	Concessions System	Customer facing information banners	Add and/or remove information banner from any page within application process, online sales or on customer's online account	<p>Guidance:</p> <p>During dates specified by the Authority, the Service Provider shall display an information banner on the Travelcard/PAYG purchase page. The Authority will provide the content and format of the information banner. The Service provider will position the banner in accordance with the Authority's request and shall not position the banner to obscure any existing information.</p> <p>Example:</p> <p>Banner message informing Customers of extra time to activate their order during the holiday season:  <i>"If you order products between 6 December 2014 and 5 January 2015 you will have an extra 3 days, in addition to the displayed activation dates, to activate your order"</i></p>	Ad-hoc  May occur as a result of Fares Revision	£ 

5	Concessions System	Amendments to content displayed to Customer/Scheme Partner	Amending by means of rewording, replacing, removing or adding text, images or layout.	Guidance: This activity can range from amending one line to an entire page. However the Authority will provide exact wording and preferred layout.	Ad-hoc	£ [REDACTED]
6	Concessions System	Amendments to Scheme terms and Conditions displayed to Customer/Scheme Partner	Amending by means of rewording, replacing, removing or adding text.	Guidance: This activity can range from amending one line to multiple sections of an existing set of terms and Conditions for a single Concession Scheme. The Authority will provide exact wording and preferred layout.  This activity does not apply to the annual new terms and conditions as detailed in paragraph 3.5.1 & 3.5.2 of Schedule 4 (Service Scope Specification).	Ad-hoc	£ [REDACTED]

7	Card fulfilment	Fares Revision - DEU testing	Create a suite of Concession Scheme cards to ascertain the success of updates to the DEU so that Travel Products & PAYG can still be loaded.	<p>Guidance:</p> <p>The Service Provider shall produce a suite of test Photocard for each of the Concessions Schemes to ascertain the success of the RCC Contractor's updated to the DEU (Desktop Enablement Unit) Authority Asset and that Travel Products &amp; PAYG can still be loaded.</p> <p>The Service Provider shall complete this task by 11am of a Fares Revision go-live date.</p> <p>Where the test result fails, the Service Provider shall follow the Major Incident Management process detailed in the Schedule 8 (Service Management).</p> <p>this activity shall include the creation of the following Test Cards: five (5) X each Concessions Scheme. (As of June 2016 there are 10 Schemes)</p> <p>The Service Provider shall not subsequently Charge the Authority for Test cards as detailed in Table 4 of Schedule 7 (Pricing Schedule).</p>	Usually during; January, May, September. With the possibility of a fourth Fares Revision change on an ad-hoc date.	£ <span style="background-color: black; color: black;">[REDACTED]</span>
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8	Card fulfilment	Fares Revision - Amendment to Travel Product code	Updating Concessions System to use new/amended/deleted Travel Product codes (within the DEUs) as provided by RCC Contractor.	Guidance: RCC Contractor shall provide the Authority with a full list of Travel Product codes at <b>10 70</b> calendar days before each Fares Revision go-live. The Authority shall forward such list to the Service Provider for the Service Provider to undertake checks to identify any new/amendment/deleted Travel Product codes. Where any new/amendment/deleted Travel Product codes are identified the Service Provider shall configure the Concessions System so that Travel Product codes are matched to the correct Travel Products. The Service Provider shall notify the Authority of what the amendments have been made.	Usually during; January, May, September. With the possibility of a fourth Fares Revision change on an ad-hoc date.	£ [REDACTED]
9	Concessions System	Changes to card expiry date logic	Configure the relevant scheme's card expiry date logic in the Concessions System so that any card fulfilled will reflect the correct expiry date	Where there is a change to a Concessions Scheme's expiry parameters the Concessions System will need to be configured so that any applicable Card Fulfilment shall be in line with the amended card expiry parameters.	Ad-hoc	£ [REDACTED]
10	Concessions System	Amendment to system generated letters (including Card Carrier letters)/email/SMS	Amending by means of rewording, replacing, removing or adding text to automated system generated letters/emails/SMS	Guidance: This activity can range from amending one line to an entire page. However the Authority will provide exact wording and preferred layout.	Ad-hoc	£ [REDACTED]

11	Concessions System	Amendment to trigger logic for system generated letters/email/SMS to be sent	Amendment to trigger logic for the Concessions System to automatically generate and send a letters/email/SMS to Customers/Scheme Partners.	Example: Currently at day 50 (from the Customer's application submission), the system will check if a Customer application has been validated by a Scheme Partner. Where it has not been validated this event will trigger the system to generate and send a notification email/SMS to a Customer to advise them. the Authority would like to change the day at which the trigger is set.	Ad-hoc	£ <span style="background-color: black; color: black;">[REDACTED]</span>
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12	Concessions System	Customer Campaign	<p>Provisions for a mailshot campaign to Customers, including reporting and any other tasks to be able to undertake the campaign but excluding the sending of the mailshot which shall be Charged in accordance with Table 4 of Schedule 7.</p>	<p>Example: Where the Authority instructs the Service Provider to undertake a mailshot campaign to Customers (as detailed under paragraph 3.3 of Schedule 4) the Authority shall: &gt;provide the content of the email/letter/SMS of the mailshot; OR: &gt;the Authority shall require the content to be developed by the Service Provider, which shall be subsequently reviewed for approval by the Authority.</p> <p>The Service Provider shall: &gt;provide reports, as instructed by the Authority, on the mailshot campaign. &gt;where developing the content for the mailshot, develop the content and format in line with the Authority's online style guides.</p> <p>Guidance: This CSM Activity is for mailshot campaign being sent to Customers only, and shall not be applicable to mailshot campaigns to Education Establishments or other Scheme Partners.</p> <p>This activity shall be Charged per campaign and may include approximately three (3) mailshot items to a single Customer.</p> <p>The Charging of the actual sending of the mailshot for this activity shall be excluding from the cost of this CSM Activity but shall be Charged in accordance with Table 4 (Ad-hoc</p>	Ad-hoc  Minimum of twice a year per scheme - no specific period	£ 
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				Charges) of Schedule 7 (Pricing Schedule).		
13	Supplier System	Amend reporting functionality	Amend the reporting functionality available to the Authority as detailed in reporting functionality tab of Appendix 3 (Reporting Requirements) of Schedule 4	Amend the reporting functionality available to the Authority as detailed in reporting functionality tab of Appendix 3 (Reporting Requirements) of Schedule 4. For example changing the fields for an existing report.	Ad-hoc	£ <span style="background-color: black; color: black;">██████████</span>

14	Supplier System	Add a reporting functionality	Creation of new reporting functionality available to the Authority, where existing reporting functionality are detailed in reporting functionality tab of Appendix 3 (Reporting Requirements) of Schedule 4.	<p>New reporting functionality may include reporting of data from any element of the Supplier System, and shall be available to the Authority for self serve.</p> <p>Example: Create new report showing number of Education Establishment related outbound calls categorised by the below call types, call date and call time</p> <ul style="list-style-type: none"> <li>• Pre registration support</li> <li>• Pre registration T&amp;Cs query</li> <li>• Eligibility reporting support</li> <li>• System issue</li> <li>• Policy query/escalation</li> </ul>	Ad-hoc	£ <span style="background-color: black; color: black;">[REDACTED]</span>
15	Managed User Component	Add, remove or amend field/menu options to Customer/Scheme Partner record in the MUC	Creating or amending field/menu options that capture Customers/Scheme Partner details recorded in the MUC.	<p>Example: Add Dr to title field another example:</p> <p>From April 2015 the Home Office replaced 'Highly Trusted Sponsor status' with 'Tier 4 Sponsor status', and 'A rated status' with 'Probationary Sponsor status' – to better reflect the nature of these ratings.</p> <ul style="list-style-type: none"> <li>&gt; Change 'UKVI Licence Ref' to read 'Home Office Sponsor Licence number'</li> <li>&gt; Change the UKVI Sponsor Rating and associated drop down option to read: 'Tier 4 Sponsor'</li> <li>&gt; Change the drop down menu to offer either 'Tier 4 Sponsor status' or 'Probationary Sponsor status'</li> </ul>	Ad-hoc	£ <span style="background-color: black; color: black;">[REDACTED]</span>
16	Card fulfilment	Test Cards	Produce Test Cards of 25 or less	undertake the creation of Test Cards, the price will be per Test Card and in accordance with Table 3 of Schedule 7	Ad-hoc	£ <span style="background-color: black; color: black;">[REDACTED]</span>

				(Pricing Schedule)		
17	Concessions System	User group	Creating a new user group for non-Service Provider authorised user, with their associated access menu/permissions	<p>Create one (1) new non-Service Provider user group, not already detailed in Appendix 9 (User access) of Schedule 4 (Service Scope Specification).</p> <p>Create the applicable access and permissions levels, as provided by the Authority, or as otherwise agreed with the Authority.</p> <p>Associating an authorised individual user(s) to this new group shall be considered a BAU activity and not chargeable within this CSM Activity.</p>	Ad-hoc	£ [REDACTED]
18	Concessions System	Data extract	Providing a data extract from the Concession System	<p>In the event the Authority has reached the allocated number of data extract in accordance with paragraph 3.3 of Schedule 4 (Service Scope Specification), the Service Provider shall provide a data extract as per the Authority's request.</p> <p>Unless otherwise agreed between the Parties, data extracts shall be provided within 48 hours (occurring over Business Days).</p>	Ad-hoc	£ [REDACTED]

#### **4. Adjustment to Charges (Indexation)**

**4.1.** The Charges in paragraphs 2 and the pricing in the rate cards in paragraph 3 of this Schedule shall be fixed for the first three (3) years of the Contract Term.

**4.2.** The Service Provider may request, however the Authority is not obliged to agree, to amend any of the Charges in paragraphs 2 and 3, no earlier than three (3) months before and no later one (1) month before the anniversary of the Contract Commencement Date at each anniversary from and including the third (3<sup>rd</sup>) anniversary to the last anniversary within the Initial Term, or (if later having regard to the duration of any Handback Period) until the expiry date, excluding any Extension Year(s).

**4.3.** An uplift to Charges request, in accordance with the paragraph 4.3, shall be capped at the lowest applicable percentage between:

4.3.1. Consumer Price Index (CPI) for items detailed under paragraph 4.4.1, where the Charges shall be adjusted upwards or downwards (as the case may be) by the amount of the change (if any) in CPI between its rate last published (as final) immediately before such request, in accordance with paragraph 4.2, and its rate published (as final) twelve months before that;

4.3.2. Average Weekly Earnings (AWE) for items detailed under paragraph 4.5.1, where the Charges shall be adjusted upwards or downwards (as the case may be) by the amount of the change (if any) in AWE between its rate last published (as final) immediately before such request, in accordance with paragraph 4.2, and its rate published (as final) twelve months before that; and

4.3.3. Five (5) percent increase for any items under paragraphs 2 and 3, where any individual Charge shall be adjusted by maximum of 5% from the rate of the same Charge as last agreed and Contracted to.

4.3.4. A request, by either Party, to amend the Charges applicable after the Initial Term, or (if later having regard to the duration of any Handback Period) after the expiry date, excluding any Extension Year(s), shall be subject to full negotiations.

#### **4.4. Consumer Price Index (CPI)**

4.4.1. Where applicable in accordance with paragraphs 4.2 and 4.3, on and with effect from the applicable anniversary of the Contract Commencement Date, the Charges listed under:

4.4.1.1. Items 1, 4, 5 & 6 of Table 4 under paragraph 2.3 Ad-hoc Charges;

shall be adjusted in accordance with paragraph 4.3.1.

#### **4.5. Average Weekly Earnings (AWE)**

4.5.1. Where applicable in accordance with paragraphs 4.2 and 4.3, on and with effect from the applicable anniversary of the Contract Commencement Date, the Charges listed under:

4.5.1.1. Paragraph 2.1.1 Scheme Management fee;

- 4.5.1.2. Paragraph 2.1.2 Concessions System fee;
- 4.5.1.3. Paragraph 2.2.1 Call handling;
- 4.5.1.4. Paragraph 2.2.2 Correspondence;
- 4.5.1.5. Paragraph 2.2.3 Card Fulfilment;
- 4.5.1.6. Paragraph 3.1 (Service Provider Personnel) rate card; and
- 4.5.1.7. Paragraph 3.2 (CSM Activities) rate card;

shall be adjusted in accordance with paragraph 4.3.2.

**4.6. Five (5) percentage increase**

- 4.6.1. Where applicable in accordance with paragraphs 4.2 and 4.3, on and with effect from the applicable anniversary of the Contract Commencement Date, Charge(s) shall be adjusted in accordance with paragraph 4.3.3.

**5. NOT USED**

## 8. SCHEDULE 8 – SERVICE MANAGEMENT

### 1. Overview

#### 1.1. Definitions and Interpretation

1.1.1. The following definitions and acronyms appear throughout this Schedule and are related to the Services requested within the Contract.

<b>"Authority Change Manager"</b>	means the person identified by the Authority to manage the process of change management as set out in paragraph 9.2.1 of Schedule 8 (Service Management);
<b>"Authority Service Desk"</b>	means a service desk staffed by Authority Personnel that operates throughout the Help Desk Support Service Day and provides a single point of escalation for the Service Provider;
<b>"Availability"</b>	means a calculated measure whereby the performance of one or more devices, modules and parts of the Services shall be measured on the basis of their availability during the relevant Service Day . The proportion of the Service Day during which the device, module, or part of the Services delivers its functionality, as defined in Schedule 4 (Service Scope Specification) and otherwise in accordance with the Contract, represents its "Availability";
<b>"Average Talk Time (ATT)"</b>	total Talk Time divided by total number of calls answered;
<b>"Call Abandonment Rate"</b>	calculated as total number of all inbound call that are abandoned, in accordance with Call Abandonment, minus number of inbound calls abandoned before 10 seconds divided by total inbound calls;
<b>"Call Abandonment"</b>	where the caller terminates the Call before the Call is answered by an Agent, provided that the caller has waited at least 10 seconds in the Service Provider's telephony platform queue) or An abandoned call is a call or other type of contact initiated to a call centre that is ended before any conversation occurs;
<b>"Call Handling Charges"</b>	charges payable by the Authority for Talk

	Time;
"Capacity Plan"	has the meaning set out in paragraph 11.2.1 of Schedule 8 (Service Management);
"Card Manufacture Cost"	refers to the total manufacture and enablement cost of a Card paid by the Authority, that is supplied to the Service Provider;
"Card(s)"	shall have the meaning given in paragraph 1.4.4 of Schedule 4 (Service Scope Specification);
"Change Advisory Board "	means a board set up by the Authority that reviews and agrees Changes;
"Change Management"	means the implementation and operation of robust processes to facilitate, manage and successfully implement Change;
"Change Request Form"	means a proposal to implement a Change;
"Completed Application"	means application for a new, replacement, reissue or renewal Card, which has passed all the required application stages and is ready for Card Fulfilment;
"Configuration Items" or "CI"	means any item of hardware, software or other component of the Supplier System with adjustable properties the attributes of and information including data relating to which may be stored within the CMDB;
"Configuration Management Database" or "CMDB"	used to store Information for each Configuration Item and maintains an up-to-date record of the changes made to a Configuration Item throughout its lifecycle;
"Configuration Management"	means the process described in paragraph 7.1.2 of Schedule 8 (Service Management);
"Contact Centre Service Day"	shall be from 0800 to 20:00, seven (7) days a week excluding Christmas Day or otherwise agreed with the Authority ;
"Correspondence"	means email, letter, webform or webchat correspondence received from Customers;
"Dashboards"	has the meaning set out in paragraph 6.1.4 of Schedule 8 (Service

	Management);
<b>"Document Management Plan"</b>	shall have the meaning given in paragraph 1.1.1.1.1 of Appendix 6 of Schedule 8 (Service Management);
<b>"Document Management System"</b>	shall have the meaning given in paragraph 1.1.1.2 of Appendix 6 of Schedule 8 (Service Management);
<b>"Early Life Support"</b>	means the process of support provided for a new or Changed Service, for a period of time defined by the Authority, after it is released and/or deployed;
<b>"Emergency Change"</b>	means a Change that is required immediately to either prevent or restore a Service affecting outage;
<b>"Event"</b>	means a change in state that may have significance for the management or delivery of the Services;
<b>"Faults"</b>	A type of Incident where the Services or defined outputs are not being delivered which may lead to the award of Service Credits, Service Deductions or other Contract terms being applied;
<b>"Grace Period"</b>	Shall have the meaning given in paragraph 4 of Appendix 1 of this Schedule 8;
<b>"Help Desk Support Service Day"</b>	has the meaning set out in paragraph 3.2.4 of Schedule 8 (Service Management);
<b>"Information Technology Infrastructure Library" or "ITIL "</b>	means a set of practices for IT service management (ITSM) that focuses on aligning IT services with the needs of business;
<b>"Level 1 Help Desk"</b>	means the technical help desk provided by the RCC Contractor and shall operate throughout the Help Desk Support Service Day;
<b>"Major Incident List"</b>	has the meaning set out in paragraph 8.3.1 of Schedule 8 (Service Management);
<b>"Major Incident Report"</b>	has the meaning set out in paragraph 8.6.1 of Schedule 8 (Service Management);
<b>"Maximum Wait Time"</b>	measured from when a call is received in

	the Service Provider's Telephony System to when the call is answered by an SP Agent;
<b>"Monitoring Support Day"</b>	twenty four (24 hrs), seven (7) days a week including Bank Holiday and Christmas Day;
<b>"Mystery Shopper Satisfaction Rate"</b>	means a measure of quality and performance based on the Mystery Shopper Survey, given in the form of a score out of 100%;
<b>"Mystery Shopper Survey"</b>	means an assessment of the Service Provider's quality and compliance to processes, conducted by the Authority or an independent research company commissioned by the Authority;
<b>"Operational Baseline"</b>	has the meaning set out in paragraph 5.2.5 of Schedule 8 (Service Management);
<b>"Pay As You Go" or "PAYG"</b>	means usage of a Card for travel on the Transport Network that is paid for by Customers on a journey by journey basis;
<b>"Planned Maintenance Schedule"</b>	shall have mean given in paragraph 2.2.1 of Schedule 8 (Service Management);
<b>"Planned Maintenance Window"</b>	means a pre-planned period of time, agreed in advance with the Authority in accordance with the process set out in paragraph 2.2 (Planned Maintenance) of Schedule 8 (Service Management), when the Service Provider may conduct planned maintenance on the Concessions System. and which shall be taken into account in the calculation of the Availability of the relevant Service and Service Level;
<b>"Preparedness Tests"</b>	has the meaning given in paragraph 8.5.1 of Schedule 8 (Service Management);
<b>"Priority 1 Major Incident"</b>	has the meaning set out in Appendix 3 (Major Incident List) of Schedule 8 (Service Management);
<b>"Priority 2 Major Incident"</b>	has the meaning set out in Appendix 3 (Major Incident List) of Schedule 8 (Service Management);
<b>"Priority 3 Major Incident"</b>	has the meaning set out in Appendix 3 (Major Incident List) of Schedule 8

	(Service Management);
<b>"Problem Management"</b>	means the ITIL process used to determine the root cause of one or more Incidents and to develop workarounds and/or permanent fixes in order to minimise the frequency and/or impact of the Incidents;
<b>"Problem"</b>	means the cause of one or more Incidents or Faults. The cause is not usually known at the time a problem is created;
<b>"Resolver Group"</b>	means the technical group assigned by the Service Provider to resolve an Incident, Alert or Fault;
<b>"Schemes"</b>	means Concessions Schemes;
<b>"Service Catalogue"</b>	means an exhaustive list of all IT products and Services supported operationally, their current status and interdependencies;
<b>"Service Day"</b>	means Contact Centre Service Day, Concessions System Service Day, Support Service Day, Monitoring Support Day or Help Desk Support Service Day as the context requires;
<b>"Service Desk Availability"</b>	means the percentage of time per Period that the Service Provider's help desk is available to be contacted by the Authority or any Third Party and to provide all Services as per paragraph 3.2.2 of Schedule 8 (Service Management);
<b>"Service Desk"</b>	means the technical help desk to be provided by the Service Provider in accordance with paragraph 3 of Schedule 8 (Service Management);
<b>"Service Management"</b>	has the meaning set out in paragraph 1.3.1 of Schedule 8 (Service Management);
<b>"Service Model"</b>	shall have the meaning as set out in paragraph 5.2 of Schedule 8 (Service Management);
<b>"Service Provider Site"</b>	means any building used by the Service Provider to carry out the Services (or any of them) required under the Contract;
<b>"SP Agent(s)"</b>	means the Service Provider's customer service agent involved in providing the

	Services;
"Spoilage", "Spoilt" or "Spoils"	refers to damaged, corrupt or defaced Card that cannot be used for travel;
"Support Service Day"	has the meaning set out in paragraph 3.2.3 of Schedule 8 (Service Management);
"Trouble Ticketing System"	means a system used to log and manage Trouble Tickets;
"Trouble Tickets"	means a record stored within the Trouble Ticketing System to capture information on service disruptions including scope of disruption, remedial action taken and resolution.

## 1.2. Scope and Purpose

1.2.1. This Schedule sets out the scope and requirements in respect of the management, performance monitoring and reporting of the Services.

1.2.2. The management of the Service comprises of:

1.2.2.1. provision of all Service Management and other activities set out in this Schedule;

1.2.2.2. maintaining, modifying, operating, monitoring and reporting of the Supplier System and Services to deliver the full functionality as set out in Schedule 4 (Service Scope Specification) or otherwise in accordance with this Contract;

1.2.2.3. monitoring, reporting on and ensuring the continued delivery of the Services and compliance with defined interfaces;

1.2.2.4. managing and delivering Changes;

1.2.2.5. providing management information and Service reporting as set out in Appendix 2 (Service Performance Reports); and

1.2.2.6. identifying and providing the agreed equipment, facilities and services required to perform this Contract;

1.2.3. Where this Schedule sets out the requirements for the Service Provider to deliver the Services, these Services shall be provided by the Service Provider to the Authority with effect from the relevant Service Transition Milestone date as set out in the High-Level Transition Plan within Schedule 3 (Transition).

1.2.4. The Service Provider shall develop, maintain and submit to the Authority for Assurance purposes during Transition, Service documented processes and procedures for all elements of the delivery of the Services.

## 1.3. Service Management

1.3.1. The Service Provider's responsibilities for the management and delivery of the Supplier System and the Services ("**Service Management**") shall include but are not limited to:

- 1.3.1.1. meeting the Service Levels as specified in Appendix 1 (Service Levels);
- 1.3.1.2. providing a Service Desk in accordance with paragraph 3;
- 1.3.1.3. proactively monitoring the Supplier System and Services to prevent, identify and resolve Alerts, Incidents and Faults to minimise impact to end users and Authority Personnel as set out in paragraph 5;
- 1.3.1.4. ensuring that the Supplier System operates in accordance with the requirements set out in Schedule 4 (Service Scope Specification) or otherwise in accordance with this Contract;
- 1.3.1.5. identifying scenarios, plan, and test processes and procedures for Major Incidents, responding immediately and effectively in order to minimise or prevent impact to end users and Authority Personnel;
- 1.3.1.6. providing near real-time display of all Incidents and Faults across the Services and System on performance Dashboards accessed via a web portal in accordance with paragraph 6;
- 1.3.1.7. monitoring and the reporting of the Supplier System and Services performance and conformance to the Service Levels;
- 1.3.1.8. providing detailed reports and attending regular meetings on the performance of the Services against Service Levels and implementing Corrective Action Plans where necessary; and
- 1.3.1.9. providing Early Life Support in accordance with paragraph 9.2.8 as may be required by the Authority from time to time to Assure the Authority.

## **2. General Requirements**

### **2.1. Performance Measurement**

- 2.1.1. The performance of parts of the Services is measured on the basis of their Availability during the relevant Service Day. Where an Incident prevents any part of the Services from delivering their functionality, as defined in Schedule 4 (Service Scope Specification) and otherwise in accordance with the Contract, this shall be deemed to be a Fault which affects the Availability of the relevant part of the Services. For the avoidance of doubt, the Services will not be considered as Available during any Planned Maintenance Window.
- 2.1.2. Where a Service Level is specified in Appendix 1 (Service Levels), the Service Provider's failure to meet such Service Levels will result in the application of Service Credits and/or Service Deductions as set out in Appendix 1 and may also lead to management escalation or Major Incident thresholds being exceeded.
- 2.1.3. Where the Service Provider can demonstrate to the Authority's satisfaction that a single Fault has directly resulted in the Service Provider's failure to meet multiple Service Levels as a result of which multiple sets of Service Credits and/or Service Deductions have been applied, the Parties agree that only the highest value single set of Service Credits and/or Service Deductions shall be applied in that instance.

2.1.4. Where a performance level is specified in Appendix 1 (Service Levels) as "For Reporting Purposes" these are measures which the Service Provider shall endeavour to achieve and is required to report actual performance against; however, Service Credits and/or Service Deductions will not be applicable.

2.1.5. For the purposes of calculating Availability, a Fault shall be deemed to have commenced from when the Service Provider first became aware of the Fault or would have become aware of that Fault but for a failure of the Service Provider to comply with its obligations under this Contract.

## 2.2. Planned Maintenance

2.2.1. The Service Provider shall prepare and maintain a schedule of planned maintenance works for the "**Planned Maintenance Schedule**". The Service Provider shall submit to the Authority all planned works occurring that may have an impact on the delivery of the Services.

2.2.2. Where practicable all planned maintenance shall be designed to prevent the loss of Services. Where planned maintenance impacts the delivery of Services the provisions of the Service Levels set out in Appendix 1 (Service Levels) shall apply, unless the Authority has agreed in writing to the Service Provider in advance of the Planned Maintenance work being undertaken to suspend the specific Service Level whilst this planned work is undertaken.

2.2.3. Where the Service Provider is unable or no longer needs to conduct maintenance works during an agreed Planned Maintenance Schedule it shall notify the Authority as soon as reasonably practicable but no later than two weeks in advance.

2.2.4. All planned maintenance shall be considered a Change and shall apply the provisions of paragraph 9 .

## 3. Service Desk

### 3.1. Overview

3.1.1. The Service Provider shall provide a Service Desk which shall work with the Authority and where applicable any interfacing Third Party to develop processes and tools to increase the effectiveness of the Service Desk, ensuring all parties are kept informed where service affecting Incidents or Faults have occurred.

3.1.2. The Service Desk shall proactively monitor the Supplier System and Services and shall log and action all Alerts, Events, threshold exceptions, Incidents or Faults within 15 minutes of such Events occurring.

3.1.3. The Service Desk shall provide a dedicated telephone number for Authority Personnel to call, a minimum of 90% of telephone calls shall be answered within 15 seconds, all calls shall be answered within 30 seconds. The Service Provider shall report compliance of these targets in Appendix 2 (Service Performance Report).

3.1.4. The Service Desk shall be staffed by suitably qualified and experienced staff, knowledgeable of the Services being provided to the Authority and able to manage all calls made by the Authorities personnel.

- 3.1.5. The Service Desk shall work collaboratively with Authority Personnel to develop joint operational processes to discuss all open Incidents.
- 3.1.6. The Service Desk shall be the single point of contact for Authority Personnel for all Alerts, Incidents and Problems.
- 3.1.7. The Service Desk shall utilise the monitoring tools and incident management processes to manage all Events and Incidents to conclusion; ensuring appropriate classification and escalation of all incidents to the relevant parties is reliably undertaken.

## 3.2. Requirements

- 3.2.1. The Service Desk shall:
  - 3.2.1.1. provide suitably qualified personnel to monitor and proactively maintain the Supplier System and the Services to prevent unplanned Service outages from occurring.
  - 3.2.1.2. be able to forward where needed information to Service Provider Personnel with expertise and capability to research and develop solutions to new or unknown Incidents and develop tools and processes to prevent, or to enable the Service Provider to resolve such Incidents in the event of reoccurrence;
  - 3.2.1.3. support Authority escalations capable of responding to queries, updates on call progress and closure;
  - 3.2.1.4. in conjunction with the Authority develop the processes for appropriate escalations to Resolver Groups, Service Desk personnel, Contract Manager and identified interfacing parties.
  - 3.2.1.5. manage all incidents to conclusion, ensuring appropriate parties are engaged or escalated to in compliance with the incident management processes established.
  - 3.2.1.6. Where a Major Incident has occurred the Service Desk shall escalate this to the Authority immediately and comply with the Major Incident Plan.
- 3.2.2. The Service Desk shall operate throughout the Support Service Day.
- 3.2.3. The “**Support Service Day**” shall be from 0700 to 2100 seven days per week (including all Bank Holidays but excluding Christmas Day), or from one hour before the start to one hour after the end of the Contact Centre Service Day, whichever is the longer.
- 3.2.4. Outside of the Support Service Day hours an Out of Hours Contact should be available to respond to any Alerts or Incidents, including where required contacting, or being contacted by the Authority Service Desk or Level 1 Help Desk. The Authority Service Desk and Level 1 Help Desk operate throughout the “**Help Desk Support Service Day**”, which shall be twenty four (24) hours, seven (7) days a week including Bank Holidays and Christmas Day.
- 3.2.5. Where any Alert, Event, threshold exception, Incidents or Faults occur, the Service Desk shall identify, log a Ticket, prioritise and assign the Trouble

Ticket to the appropriate Resolver Group for resolution, ensuring compliance with agreed processes for escalations and communications are adhered to.

3.2.6. The Service Desk shall create Trouble Tickets and log details and activities for all queries received and any responses made to each query in the Trouble Ticket. Most queries will primarily be via telephone, but may otherwise where more appropriate resolve and respond to queries by:

3.2.6.1. email; and

3.2.6.2. automatically generated Alerts from the monitoring tools.

3.2.7. The Service Provider shall ensure that every communication into the Service Desk and threshold exception, Alert, Incident, and Problem identified by the Service Desk is recorded in the Trouble Ticketing System and a detailed record of all actions taken in relation to each is captured in the Trouble Ticketing System.

## **4. Trouble Ticketing System**

### **4.1. Requirements**

4.1.1. The Service Provider shall capture all Alerts, threshold exceptions, Changes, Incidents, Faults, planned work and Problems as Trouble Tickets into a Trouble Ticketing System.

4.1.2. Each Trouble Ticket shall have a unique reference number and all Events and activities shall be date and time stamped automatically by the Trouble Ticket system,

4.1.3. The Trouble Ticket shall capture all activities undertaken related to the management or resolution of that Ticket, ensuring that as a minimum the location, device, services affected, symptom, cause and actions are identified, any configuration changes, personnel assigned and closure details including how the Services have been Assured.

4.1.4. The Service Provider shall configure their monitoring tools to automatically create a Trouble Ticket when an identified threshold breach, Alert, or other event that could indicate that an Incident has occurred, or is about to occur.

4.1.5. The Service Provider shall provide a mechanism that allows the Authority to access the Service Provider's Trouble Ticketing System to see all open incidents and search closed Trouble Tickets in the previous six (6) Periods for its own independent analysis on the performance of the Trouble Ticketing tools and service processes.

## **5. Monitoring of the Services**

### **5.1. Overview**

5.1.1. The Service Provider shall be responsible for monitoring the Services and the Supplier System. The Service Provider shall utilise monitoring tools and monitoring capabilities to deliver the requirements set out below for the monitoring of the Supplier System.

5.1.2. This section sets out the requirements of the Service Provider for the delivery and management of monitoring capabilities.

## 5.2. Requirements

5.2.1. The Service Provider shall develop a Service Model and Service Catalogue during Transition, jointly with the Authority. A Service Model shall:

5.2.1.1. define the proposed day to day operations required and the service interfaces and interactions between all Service Provider Personnel and Third Party suppliers to ensure that the service is both fit for purpose and use;

5.2.1.2. be defined using key stakeholders such as the Authority and Service Provider's Service and operations teams, the Authority Release and Change Management teams to ensure any lessons learnt from previous programme/projects are used in developing the Service Model;and

5.2.1.3. consist as appropriate of process maps, workflow diagrams, support models. business patterns and data patterns which all support and validate the model, and

the model shall be tested by the Authority as part of the transition phase of the programme/project to ensure the Service Provider's operational readiness.

5.2.2. The Service Provider shall identify, develop and implement tools, Alerts, thresholds and reports and Assure the Authority that it is able to proactively monitor the Services to identify and respond to Incidents, prior to such Incident adversely affecting the end user or requiring the end user to report to the Service Provider a loss of services.

5.2.3. The Service Provider shall be responsible for maintaining and updating such tools, Alerts, thresholds and reports for the Term of the Contract.

5.2.4. The monitoring tools shall include event definition, Event/Alert management processes, Incident management and Dashboard design capability to enable efficient automatic threshold exception, Event/Alert monitoring and Incident resolution.

5.2.5. Prior to the Service Commencement Date, and at regular intervals throughout the Term of the Contract, the Service Provider shall Assure the Authority through demonstrating the configuration of monitoring systems and any other tools and/or operational procedures implemented by the Service Provider and establishing the parameters (being the Alerts, other thresholds and any other parameters) relating to a baseline of normal operations within the Service Levels (the "**Operational Baseline**").

5.2.6. The Service Provider shall review the Operational Baseline:

5.2.6.1. every six months following the Service Commencement Date;

5.2.6.2. after any Major Incident;

5.2.6.3. as part of any Technical Change; and

5.2.6.4. if requested by the Authority.

5.2.7. The Service Provider shall record all Operational Baseline threshold exceptions and develop a capability to identify a pattern of repeat exceptions

which shall be managed within the Service Provider's Problem Management process, reporting all such Problems to the Authority each Period.

- 5.2.8. The Service Provider shall be responsible for the operation and configuration of the monitoring tools. The Service Provider shall review the configuration of the monitoring tools, reconfigure it and Assure the Authority in response to all emerging issues and risks and identify opportunities to improve the monitoring of the Supplier System. All agreed configuration Changes shall be implemented in accordance with paragraph 7.
- 5.2.9. The Service Provider shall update the monitoring tools and configuration in response to Changes according to paragraph 7.
- 5.2.10. The Service Provider shall:
  - 5.2.10.1. ensure that the Supplier System is continuously monitored 24 hours a day, seven days per week (including all Bank Holidays and Christmas Day), the "**Monitoring Support Day**";
  - 5.2.10.2. proactively monitor the Supplier System and Service to ensure that all issues are identified and resolved quickly and efficiently;
  - 5.2.10.3. develop and configure remote monitoring and intervention capabilities for the hardware, network, software, interface, application, Configuration Items, environment or other elements that comprise the Supplier System or Service and ensure that thresholds (including all repeat failure and Problem thresholds) are defined and agreed with the Authority;
  - 5.2.10.4. develop systems and processes that generate Alerts with the appropriate priority and escalation which will then be logged automatically by the Service Provider's Trouble Ticketing System;
  - 5.2.10.5. capture and record all Alerts and threshold exceptions;
  - 5.2.10.6. monitor threshold exceptions as set out in paragraph 5.2.2 and where a trend exists shall apply paragraph 10 (Problem Management) to resolve the threshold exceptions;
  - 5.2.10.7. ensure that all Services are monitored at the point of any interface to a Third Party so that responsibility for all Alerts and Incidents can be identified and any Alert or Incident is assigned to the correct Third Party;
  - 5.2.10.8. establish and maintain suitable capacity monitoring of the Supplier System with appropriate thresholds such that capacity threats are identified and are able to be mitigated prior to affecting the Services.
  - 5.2.10.9. ensure that details of all Alerts in the Supplier System set pursuant to the Operational Baseline and the procedure for updating and resolving those Alerts are clearly documented in the Service Provider's Service Desk written processes;
  - 5.2.10.10. update the Service Model and Service Catalogue when there are changes to procedures and/or New Services are added, and
  - 5.2.10.11. provide near real-time Dashboards as set out in paragraph 6 (Dashboards).

- 5.2.11. The Service Provider shall provide a mechanism for the Authority to obtain monitoring data from the monitoring tools for its own independent analysis on the performance of the monitoring tools and processes.
- 5.2.12. The Service Provider shall provide the Authority with access to their monitoring solutions, set out in paragraph 6 (Dashboards). The Service Provider shall provide summarised information to the Authority via exception along with the ability to access more detailed information that may be required.

## **6. Dashboards**

### **6.1. Overview**

- 6.1.1. The Service Provider shall provide a portal that enables authorised Authority Personnel to access the Service Provider's service tools via the internet, without the Authority requiring any specific software to be added to their desk top computers. Specific requirements for this interface are set out in Schedule 4 (Service Scope Specification) and Schedule 6 (Systems Integration).
- 6.1.2. The Service Provider's portal shall:
- 6.1.2.1. Be available to the Authority not less than 99.90% each Period, measured against the Monitoring Support Day;
  - 6.1.2.2. Allow authorised Authority users to access the portal via individual user log in credentials;
- 6.1.3. The portal shall as a minimum allow 25 concurrent Authority users to access the information contained within the Service Provider's incident management, service monitoring tools and Service Level compliance reporting.
- 6.1.4. The Service Provider shall provide dynamic means to efficiently monitor the Supplier System and Services by way of a near real-time visual reporting tool which provides an indication of how the Services are being delivered by the Service Provider as set out against the Service Levels (the "**Dashboards**").

### **6.2. Requirements**

- 6.2.1. The Service Provider shall provide and maintain the Dashboards in accordance with the requirements set out in Appendix 4 (Dashboards).
- 6.2.2. Each Party shall, at its own expense, provide for itself the necessary equipment and access configuration to display the Dashboards at their own premises. The Authority shall notify the Service Provider once it has all the necessary equipment installed on the relevant Authority Premises and the Service Provider shall, within ten (10) Business Days provide fully operable Dashboards to the Authority.
- 6.2.3. In the event that an Incident occurs that affects the Authority's ability to view and/or interact with the Dashboards and which is unrelated to the Authority's equipment, the Service Provider shall report to the Authority on any such Incidents immediately.

- 6.2.4. The Service Provider shall provide a Dashboard solution that does not require any additional investment in software or licensing by the Authority.
- 6.2.5. The Service Provider shall provide any requisite training to the Authority in order to navigate and make use of the Dashboards.
- 6.2.6. The Service Provider shall add or remove Authority Personnel's access to Dashboards within 24 hours having been notified or any changes by the Authority.

## **7. Configuration & Asset Management**

### **7.1. Overview**

- 7.1.1. Asset Management is the process whereby the Service Provider manages the Configuration Items ("**CI's**") used to deliver the Services throughout the duration of this Contract or the life cycle of such CI's if these are shorter than the duration of the Contract.
- 7.1.2. Configuration Management is the process that identifies and records all of the Configuration Items that makeup the Supplier System and Services and tracks their status and relationships in a Configuration Management Database ("**CMDB**").
- 7.1.3. This section sets out the requirements of the Service Provider for the management of configuration.

### **7.2. Requirements**

- 7.2.1. The Service Provider shall ensure that each Configuration Item has a unique asset number and record these in a Configuration Management Database or asset register.
- 7.2.2. Where practicable, the Service Provider shall make use of auto discovery capabilities to auto detect new Configuration Items, or altered configuration and update the Configuration Management Database or asset register.
- 7.2.3. For each Configuration Item the Service Provider shall record a name and description, the location, the owner, relationship to other Configuration Items, versions, and a unique identifier, these details shall be provided to the Authority each Period in the form of an Asset Register.
- 7.2.4. The Service Provider owns the Configuration Items it installs to deliver the Services and shall be responsible for the removal and appropriate disposal of such Configuration Items at the end of their respective life cycle or at the end of this Contract.
- 7.2.5. The Service Provider shall be responsible for maintaining the Configuration Items throughout the term of this Contract in compliance with the manufacturers maintenance recommendations and Authority's mandatory standards.
- 7.2.6. Prior to the Service Commencement Date the Service Provider shall create an Operational Baseline for the Configuration Items by location, detailing the software version and configuration for each CI and any specific interface settings.

- 7.2.7. Any Changes to the Operational Baseline of Configuration Items shall be subject to paragraph 9.
- 7.2.8. The Service Provider shall use the Configuration Management Database to identify potential impacts of Changes to the Operational Baseline Configuration Items as part of the Change Management process.
- 7.2.9. The Service Provider shall update the Configuration Management Database to reflect any new or altered CI, such changes shall be reported to the Authority.
- 7.2.10. The Service Provider shall continually verify the contents of the Configuration Management Database and provide the results to the Authority for Assurance each Period.
- 7.2.11. The Service Provider shall at its own expense provide safe and secure electrical supplies to its Configuration Items to facilitate the delivery of the Services.

## **8. Major Incident Management**

### **8.1. Overview**

- 8.1.1. This section sets out requirements for the Service Provider to develop and maintain plans for the management of Major Incidents and recovery of the Services after Service disruption.
- 8.1.2. The objectives of Major Incident management are to ensure:
- 8.1.2.1. Agreement of Services with the Service Provider that are critical to the Authority's business and develop processes to minimise or mitigate the impact of failures to these Services.
- 8.1.2.2. Where a failure classified as a Major Incident occurs, the Service Provider and the Authority shall have agreed processes and procedures to manage such Incidents to recover the Services as quickly as possible with minimal disruption to end users of the Services; ensuring all relevant stakeholders are kept informed;
- 8.1.2.3. The Service Provider and the Authority shall agree processes and procedures to manage Major Incidents prior to the Service Commencement Date.

### **8.2. Requirements**

- 8.2.1. The Service Provider shall prepare, submit and maintain the following documents in accordance with the provisions of this Schedule:
- 8.2.1.1. the Major Incident List;
- 8.2.1.2. the Major Incident Plan; and
- 8.2.1.3. the Major Incident Reports.

### **8.3. Major Incident List**

- 8.3.1. An initial list of Major Incidents (the "**Major Incident List**") shall appear in Appendix 3 (Major Incident List). The Parties shall agree an updated Major Incident List within 20 Business Days of the Contract Commencement Date.

- 8.3.2. Appendix 3 (Major Incident List) sets out categories of Major Incidents according to their impact on the provisions of the Supplier System and Services, the specific thresholds and groups are defined in Appendix 1 (Service Levels).
- 8.3.3. The Parties shall meet at the request of either Party having given ten (10) Business Days written notice to review the Major Incident List and Major Incident Plan and agree any necessary amendments. As a minimum, the Major Incident List and Major Incident Plan shall be reviewed annually on the anniversary of the Contract Commencement Date.
- 8.3.4. The Service Provider shall be responsible for reviewing and updating the Major Incident List and Major Incident Plan following each Change or after any Major Incident in accordance with this Schedule. If the Service Provider fails to do so then a Corrective Action Notice may be issued to the Service Provider by the Authority.
- 8.4. Major Incident Plan**
- 8.4.1. The Service Provider shall:
- 8.4.1.1. ensure that a draft of the Major Incident Plan is prepared and submitted to the Authority for Assurance; and
- 8.4.1.2. update the Major Incident Plan both annually and after any Major Incident. If the Service Provider fails to update the Major Incident Plan accordingly then a Corrective Action Notice may be issued to the Service Provider by the Authority.
- 8.4.2. The Major Incident Plan shall, as a minimum, include:
- 8.4.2.1. an introduction describing the purpose and structure of the Major Incident Plan and how to use the Major Incident Plan;
- 8.4.2.2. a master plan describing the overall strategy for ensuring business and service continuity (and for responding to a Major Incident) in respect of the Services and the Supplier System;
- 8.4.2.3. a risk and issues assessment in relation to all elements of the Supplier System and Services, including:
- 8.4.2.4. a description of all methods, processes and procedures and other actions and sequences to be followed in managing and responding to Major Incidents, such as:
- 8.4.2.4.1. identifying the start and finish of Major Incidents;
- 8.4.2.4.2. notifying and liaising with the Authority, end users, and Third Parties;
- 8.4.2.4.3. agreeing with the Authority who should lead the management of a Major Incident and ensuring clarity of responsibility;
- 8.4.2.4.4. Service recovery processes;
- 8.4.2.4.5. deploying additional Service Provider Personnel, processes or procedures;
- 8.4.2.5. management and review activities including:

- 8.4.2.5.1. the escalation process for each Major Incident category as set out in Appendix 3 (Major Incident List);
  - 8.4.2.5.2. a communications plan (including declaration of the Major Incident and verification of recovery and restoration of the Services); and
  - 8.4.2.5.3. the arrangements for preparing and training Service Provider Personnel to deal with Major Incidents;
  - 8.4.2.6. details of contingency plans, including extending the Major Incident Plan for a Major Incident.;
  - 8.4.2.7. the Major Incident List; and
  - 8.4.2.8. how the Service Provider shall manage Major Incidents involving third parties.
- 8.4.3. The Service Provider acknowledges that Priority 1 Major Incidents would have a greater impact upon end users and/or the operation of the Supplier System and/or the Services and shall ensure that the Major Incident Plan reflects the materiality of such Major Incidents.
- 8.4.4. The Service Provider shall expand the Major Incident Plan as the Supplier System is modified and new Services, new systems and other Variations and Changes are introduced.
- 8.4.5. The Service Provider shall design the Major Incident Plan in such a way to ensure that:
- 8.4.5.1. it does not depend on any other third party adjusting their hardware, software or systems as a result of any Major Incident unless this has been agreed in writing by the Authority;
  - 8.4.5.2. appropriate measures are adopted to guarantee that the security of the Services and the Supplier System are not compromised and, where this is not possible, that any associated risk is properly managed; and
  - 8.4.5.3. its objective is to allow the Services to be provided by the Service Provider in accordance with the Service Levels and to mitigate the adverse impact of a Major Incident.
- 8.5. Testing**
- 8.5.1. The Major Incident Plan, shall include the Service Provider's proposals for periodic testing to be undertaken to Assure the Authority that appropriate and sufficient arrangements have been put in place to manage those Major Incidents (the "**Preparedness Tests**").
- 8.5.2. The Preparedness Tests shall include a planned 'fail over' test to be carried out on the Supplier System on a date agreed by the Parties, which shall be twice a year as a minimum .
- 8.5.3. The Service Provider shall undertake and manage the Preparedness Tests in full consultation with the Authority and/or any third party nominated by the Authority and will liaise with the Authority in respect of the planning, performance and review of each Preparedness Test.
- 8.6. Reports and Meetings for Major Incidents**

- 8.6.1. Following the resolution of a Major Incident, the Service Provider shall prepare a report (a "**Major Incident Report**") which shall include but shall not be limited to:
  - 8.6.1.1. details of the trigger(s) for the Major Incident;
  - 8.6.1.2. details of the Major Incident (e.g. duration, scope of Services affected, impact on the Supplier System, cause of the incident etc.);
  - 8.6.1.3. an explanation of the solution deployed by the Service Provider and a summary statement as to how well (or otherwise) the Service Provider handled the Major Incident;
  - 8.6.1.4. the lessons learned by the Service Provider as a result of the Major Incident;
  - 8.6.1.5. any proposed changes to the Service Provider's procedures and the Major Incident Plan; and if appropriate, the Major Incident List
  - 8.6.1.6. proposed amendments to Third Party procedures, systems and plans in the event that the Service Provider's investigations into the trigger for the Major Incident reveal that the Major Incident was caused as the result of an act or omission of a Third Party.
- 8.6.2. A draft of the Major Incident Report shall be prepared and submitted to the Authority within five (5) Business Days of any Major Incident having been resolved and in the event that the Service Provider fails to do so a Corrective Action Notice may be issued to the Service Provider by the Authority.
- 8.6.3. the Service Provider shall meet to discuss the draft Major Incident Report within five (5) Business Days of its submission and the Service Provider shall finalise the Major Incident Report within a further five (5) Business Days of such meeting.
- 8.6.4. The Service Provider shall include a summary of all occurrences of a Major Incident in the Service Performance Report prepared each Period by the Service Provider which shall be discussed at the corresponding Service Review Meetings.
- 8.6.5. The finalised Major Incident Report(s) shall be submitted by the Service Provider to the Authority via Document Management, as per Appendix 5 (Document Management) to Schedule 8 (Service Management).

## **9. Change Management**

### **9.1. Overview**

- 9.1.1. Change Management is required to ensure that any Changes made to the Supplier System or Services have been appropriately communicated, assessed, tested and follow a standard process for delivery.
- 9.1.2. This section sets out the requirements of the Service Provider for the management of Changes.

### **9.2. Requirements**

- 9.2.1. The Service Provider shall adhere to the Authority's Change Management process as detailed in Appendix 6 (Change Management 3<sup>rd</sup> Party Vendor Process), and follow its requirements including submitting a

Change Request Form where required. This shall apply where there are any of the following changes:

- 9.2.1.1. Where there is an addition, modification or removal of approved or baselined hardware, network, software, interface, application, Configuration Items, environment or other element that comprises the Supplier System.
- 9.2.1.2. Any change with an interface to the Supplier System, IRC System, or interfacing with any Third Party System.
- 9.2.1.3. Any change where there is a loss of a back-up or secondary facility during the period of the change.
- 9.2.1.4. Any CSM Activities (as detailed in Schedule 7 (Pricing Schedule))
- 9.2.2. The Service Provider shall nominate an appropriate individual to be responsible for managing Changes to the Supplier System and Services and engagement with the Authority.
- 9.2.3. The Service Provider shall provide evidence to Assure the Authority that Changes have been suitably assessed and tested and will have no detrimental effects on the performance or Availability of the Supplier System or Services.
- 9.2.4. In the event of an Emergency Change, the Service Provider shall use reasonable endeavours to contact and co-ordinate with the Authority's Change Manager regarding the proposed resolution, including attending in person or by phone any emergency Change Advisory Board meeting convened. Where the Authority Change Manager is unavailable and the Emergency Change is required to immediately resolve an Incident then the Service Provider shall contact the Authority Service Desk referencing the Incident and proceed with the Change.
- 9.2.5. The Service Provider shall run post implementation reviews following the implementation, successful or unsuccessful, of a Change and shall invite the Authority Change Manager to attend the review. In addition, the Service Provider shall provide a post implementation for all unsuccessful changes to the Authority Change Manager.
- 9.2.6. The Service Provider shall establish and maintain a planned schedule of Changes with a look ahead of 13 Periods and provide this to the Authority Change Manager upon request.
- 9.2.7. The Service Provider acknowledges that the Authority has operational and/or business requirements, including in relation to special events, which may influence the timing of Changes introduced into the live environment. The Authority Change Manager shall supply the Service Provider with a forward look ahead of events where the impact of loss of Services shall have greater impact to business operations. The Service Provider shall use reasonable endeavours to accommodate the Authority's requirements in relation to the timing of Changes on the basis of this forward look ahead.
- 9.2.8. Where required by the Authority, the Service Provider shall complete Early Life Support, for a period of time, agreed with the Authority, during

which the Technical Change has been deployed and is supported in the live operational environment, including:

9.2.8.1. ensuring that the Authority gains Assurance that the Change is meeting the business requirements, Service Levels and functional requirements as set out in the relevant Variation;

9.2.8.2. establishing suitable monitoring capabilities; and

9.2.8.3. agreeing with the Authority to address any remaining errors or deficiencies.

9.2.9. As part of any Change the Service Provider shall:

9.2.9.1. establish the tools, processes and thresholds for monitoring any new or modified elements of the Supplier System; and

9.2.9.2. adjust the monitoring parameters and thresholds and assess the impact on the Operational Baseline.

9.2.9.3. update any reports provided to the Authority

## **10. Problem Management**

### **10.1. Overview**

10.1.1. Problem Management is the process used to determine the root cause of one or more Incidents and to develop workarounds and/or permanent fixes in order to minimise the frequency and/or impact of the Incidents or loss of Services.

### **10.2. Requirements**

10.2.1. The Service Provider shall pro-actively monitor the Supplier System and Services to identify repeat threshold exceptions and/or repeat failures and conduct root cause analysis to identify options for a permanent fix and implement such changes to reduce failure rates and lower operational costs.

10.2.2. The Service Provider shall proactively review the Incident or monitoring logs to identify recurring threshold trends and initiate a Problem investigation to investigate the cause of the recurring Alert, Incident and Fault.

10.2.3. Upon request from the Authority the Service Provider shall initiate a Problem investigation for a particular Incident or set of Incidents

## **11. Capacity Management**

### **11.1. Overview**

11.1.1. Schedule 4 (Service Scope Specification) sets out the requirements for the Supplier System. The Service Provider is required to monitor the Supplier System for the capacity utilised and to mitigate any threat affecting the delivery of the Services.

### **11.2. Requirements**

11.2.1. The Service Supplier shall adopt good industry practises to and establish and maintain a Capacity Plan. The Capacity Plan shall contain

within it the plans for maintaining the Operational Baseline (as detailed in paragraph 5.2.5) and capacity.

11.2.2. The Service Provider shall monitor the thresholds within the Operational Baseline and notify the Authority every time that the capacity thresholds are breached, with sufficient time available to effect a resolution prior to the Services being adversely affected. The Service Provider shall report the actions taken and any areas of concern in each Period Performance Report (Appendix 2).

11.2.3. The Service Provider shall monitor and report the actual utilisation of the Concessions System and other parts of the Supplier System, and forecast the future utilisation using, amongst other things, any growth information provided by the Authority. The Service Provider shall state the assumptions made in the forecast. As a minimum the forecast should be provided each Period, and at other times if requested by the Authority.

11.2.4. As detailed in Appendix 2, the Service Provider shall, in each Period Performance Report, report on all actions to maintain licences, software patching, changes and releases to support the Supplier System and its capacity.

## **12. Service Performance Report**

12.1.1. The Service Provider shall prepare and submit to the Authority a set of regular reports containing the information or data as set out in Appendix 2 of this Schedule and Appendix 4 (Reporting Requirements) of Schedule 4 (Service Scope Specification).

12.1.2. The Service Provider shall deliver a report which details the Service Provider's performance of the Services (the "**Service Performance Report**") each Period within ten (10) Business Days following the end of that Period. The structure and contents of the report is detailed in Appendix 2 (Service Performance Reports). Additionally, the Service Provider shall provide data in an Excel format or in such other format as agreed by the Authority within five (5) Business Days of the Period end showing the overall performance against each Service Level of the Contract.

12.1.3. The Service Performance Report shall be submitted by the Service Provider to the Authority via Document Management, as per Appendix 5 (Document Management) to Schedule 8 (Service Management).

12.1.4. Any delay in the submission of the Service Performance Report shall extend the period set out in Clause 11.4 (Payment Procedures and Approvals) for review of any associated Cost Summary and associated Invoice by an equivalent period of time.

12.1.5. The Authority may apply Service Credits according to clause 5.3 (Performance Regime ) based on the data, including raw supporting data, provided by the Service Provider as part of the Service Performance Report which demonstrates the extent of the Service Provider's compliance with the Service Levels specified in Appendix 1 (Service Levels).

12.1.6. The Authority may, at the Service Review Meeting, advise the Service Provider of any items contained in the Service Performance Report that

require correction. The Service Provider shall ensure that agreed corrections are communicated to the Authority. Where the Parties are unable to agree on such corrections they shall be referred to the Contract Manager.

### **13. Service Meetings**

#### **13.1. Overview**

13.1.1. Service Review Meeting shall be held every 4 weeks to review the performance of the Service Provider over the previous Period and compliance with the Contract in the delivery of the Services. The output of the meeting will enable the processing of payment applications.

#### **13.2. Requirements**

13.2.1. The Service Provider shall send suitably qualified Service Provider Personnel to attend the Service Review Meetings, the meetings will be hosted by the Authority at Authority Premises in London.

13.2.2. The Authority will chair and minute the meeting.

13.2.3. The Service Provider must deliver to the Authority all of the reports referenced in Appendices 2 and 3 to enable the Authority to assure the Service Provider's delivery of the Services and be able to process payment applications.

13.2.4. The agenda for the Service Review Meeting shall as a minimum include:

13.2.4.1. the previous minutes;

13.2.4.2. a review of the Service Provider's Service Performance Report;

13.2.4.3. other matters as jointly agreed;

13.2.4.4. Supplier System and Service operation, Contract performance and Contract compliance where appropriate; and

13.2.4.5. Transition, where applicable.

13.2.5. The Authority shall be responsible for the creation and distribution of the agenda and meeting minutes.

13.2.6. The Service Provider shall attend scheduled and ad-hoc operational meetings as requested by the Authority.

### **14. Continual Service Improvement**

#### **14.1. Overview**

14.1.1. Continual service improvement uses methods from quality management in order to learn from past successes and failures with the aim of continually improving the effectiveness and efficiency of the Service Management processes, Supplier System and Services.

#### **14.2. Requirements**

14.2.1. The Service Provider shall:

- 14.2.1.1. review the Services and the Supplier System each Period and identify opportunities to improve Service quality where necessary, and identify more economical ways of delivering the Service where possible.
- 14.2.1.2. evaluate the Service Management processes each Period. This includes identifying opportunities for establishing process metrics, setting targets for process metrics, identify where targeted process metrics are not reached, and holding regular maturity assessments and reviews and conducting regular audits and benchmarking.
- 14.2.1.3. define specific initiatives aimed at improving the Services, Supplier System and Service Management processes, based on the results of Service reviews and process evaluations.
- 14.2.1.4. Implement initiatives where appropriate to improve the Services, Supplier System and Service Management processes.

## **15. Service Provider Personnel**

### **15.1. The Service Provider shall:**

- 15.1.1. provide an organisation chart of their company highlighting the roles and responsibilities of key individuals as defined in set out in paragraph 6.11 (Roles and Responsibilities) of Schedule 4 (Service Scope Specification) that would be responsible for the supply of Services for this Contract.
- 15.1.2. Organisation charts shall be updated whenever there are changes to the key individuals identified paragraph 6.11 (Roles and Responsibilities) of Schedule 4 (Service Scope Specification).

## APPENDIX 1 – SERVICE LEVELS

1. Service Levels denoted with “\*” shall be treated as a separate group of Service Levels, which are subject to paragraph 2.1.3 of this Schedule, where only the highest value single set of Service Credits/Service Deduction shall be applied to each group each Period.
2. Service Credits and Service Deductions shall be measured and applied over the time period stipulated in brackets in the second column titled Service Level.
3. All “Daily” reporting requirements are required seen (7) days a week including bank holiday, however as the contact centre does not operate on Christmas Day (25th December) no reports are required for activities undertaken on 25th December and the associated reporting submissions for activities undertaken on 24th December shall be submitted on 26th December of that same year.
4. The Authority may, acting reasonable, grant the Service Provider a period of relief of Service Credits and/or relaxed Service Levels, which may be applied during the Transition Phases of the implementation of the initial Service, or part thereof, and subject to paragraph 5 of this Appendix in the event of a Variation to the Services (“**Grace Period**”).
5. The Grace Period, if any, set by the Authority shall be dependant the Detailed Transition Plan and the transition plan of a Variation and may not be applied across all elements of the Service i.e. various call handling subject types of the Contract. Application of the Grace Period on the Service elements would depend on the criticality of the Service element/subject type and the complexity of the Variation. In all cases the Authority shall act reasonably when granting such Grace Periods.
6. For each Service Credit applied in accordance with this Schedule the sum of twenty pounds sterling (£20) shall be deducted from the Charges for the Period in which the Service Credit was applied.

No.	Service Level	Parameter	Target	Applicable Service Credit / Service Deduction
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1	<b>Time to answer calls *</b>  <b>(Period)</b>	Percentage of calls answered within 20 seconds.  Start time applies from the time the call is received by the Service Provider's Telephony System to when the call is answered by an Agent	80% of calls answered within 20 seconds.	A 5% Service Deduction of the Call Handling Charges for the reported Period for each 10% range below the Service Levels. For example:  Between 70.01% and 80%= 5% Service Deduction Between 60.01% and 70% = 10% Service Deduction  Service Deduction apply on each Contact Centre Service Day that the Service Levels are not met, but not applied on any Contact Centre Service Day where the Service Levels are met.  Service Deduction apply only if the Service Level is not met for the Period, and no Service Deduction has been made for the Service Level Call Abandonment Rate.
2	<b>Call Abandonment Rate *</b>  <b>(Period)</b>	Percentage of Calls Abandoned	Less than or equal to 10%.	For Peak period A 10% Service Deduction of Call Handling Charges for the reported Contact Centre Service Day for every 1% over the Service Levels up to 6% and thereafter 5% Service Deduction for every 1% over the Service Level For example:  12% Call Abandonment Rate = 20% Service Deduction  Service Deduction apply on each Contact Centre Service Day that the Service Levels are not met, but not applied on any Contact Centre Service Day where the Service Levels are met.  Service Deduction only apply if the Service Level is not met for the Period.  For outside of Peak period A 5% Service Deduction of Call Handling Charges for the reported Contact Centre Service Day for every 1% over the Service Levels For example:  12% Call Abandonment Rate = 10% Service Deduction

				<p>Service Deduction apply on each Contact Centre Service Day that the Service Levels are not met, but not applied on any Contact Centre Service Day where the Service Levels are met.</p> <p>Service Deduction only apply if the Service Level is not met for the Period.</p>
3	<b>Average Talk Time (ATT)* (Period)</b>	Average Talk Time over a Period .	<p>8 minutes for Peak period.</p> <p>5 minutes outside of Peak period.</p>	<p>A 5% Service Deduction of Call Handling Charges for the Period for every 20 seconds over the first 20 seconds. For example:</p> <p>For Peak period ATT between 8min 20 sec and 8min 39sec = 5% Service Deduction ATT between 8min 40 sec and 8min 59sec = 10% Service Deduction</p> <p>For outside of Peak period ATT is between 5min 20 sec and 5min 39sec range = 5% Service Deduction ATT is between 5min 40 sec and 5min 59sec range = 10% Service Deduction</p>
4	<b>Average Talk Time - consecutive Periods (Period)</b>	Average Talk Time Service Level is not met for two (2) consecutive Periods.	<p>8 minutes for Peak period.</p> <p>5 minutes outside of Peak period.</p>	Corrective Action Notice in accordance with Clause 16 and Schedule 14 (Assurance)
5	<b>Maximum Wait Time (Contact Centre Service Day)</b>	Maximum Wait Time per Contact Centre Service Day.	8 minutes per Contact Centre Service Day.	This is for <i>reporting purposes</i> only. No Service Credit or Service Deduction is applicable.

6	<b>Contact Centre Availability - call handling only *</b>  (Period)	The percentage of Contact Centre Availability measured against the Contact Centre Service day per Period	99.95% Contact Centre Availability.	Ten (10) Service Credits shall apply to the Call Handling Charges for the reported Period for every 0.1% below 99.95%, for example Availability between 99.66% and 99.75% equates to twenty (20) Service Credits.
7	<b>Service Desk Availability</b>  (Period)	The percentage of Service Desk Availability, measured against the Support Service Day per Period	99.95% Service Desk Availability.	Two (2) Service Credits shall apply for the reported Period for every 0.1% below 99.95%, for example Availability between 99.66% and 99.75% equates to twenty (20) Service Credits.
8	<b>Contact centre correspondence response</b>  (Period)	Time to respond (via outbound call handling or Correspondence) to Correspondence.  24 hours is applicable to Business Days only and is measured from the date/time it is assigned to the Service Provider, to the date/time the response has been completed and sent.	80% of responses are within 24 hours.	A 5% Service Deductions of total Concessions Customer Correspondence Charges reported for the Period for every 5% below the Service Level. For example:  75% -79% range = 5% Service Deduction 70% -74% range = 10% Service Deduction
9	<b>Education Establishment correspondence response</b>  (Period)	Time to respond (via email correspondence) to email correspondence from Establishments dedicated establishment support email address. 24 hours is applicable to Business Days only and is measured from the date/time received by the Service Provider to date/time the response is completed and sent.	90% of responses are within 24 hours.	Corrective Action Notice in accordance with Clause 16 and Schedule 14 (Assurance)
10	<b>Mystery Shopper Surveys - call handling</b>  (Period)	As per Appendix 4 (Quality Measurement Criteria) of Schedule 4 (Service Scope Specification) , Mystery Shopper Surveys on call handling conducted by the Authority or by a Third Party.	85% Average Mystery Shopper Satisfaction Rate.	A 5% Service Deduction of total Call Handling Charges reported for the Period for every 5% below the Service Levels. For example: 81% – 85% range = 5% Service Deduction 76% -80% range = 10% Service Deduction 71% -75% range = 15% Service Deduction
11	<b>Mystery Shopper Surveys - Correspondence</b>  (Period)	As per Appendix 4 (Quality Measurement Criteria) of Schedule 4 (Service Scope Specification) , Mystery Shopper Surveys on Concessions Customer Correspondence conducted by the Authority or by a Third Party.	85% Average Mystery Shopper Satisfaction Rate.	A 5% Service Deductions of total Concessions Customer Correspondence Charges reported for the Period for every 5% below Service Levels. For example: 81% – 85% range = 5% Service Deductions 76% -80% range = 10% Service Deductions 71% -75% range = 15% Service Deductions

12	<b>Freedom of Information Act Data requested by the Authority</b>  <b>(per request)</b>	In the event the Authority has requested information from the Service Provider as detailed in Clause 32.2.2.	Five (5) Business Days to retrieve and provide all relevant Data to the Authority, unless otherwise agreed in writing between the Parties, as per Clause 32.2.2	Twenty five (25) Service Credits applied per day per request for each Business Day after the Service Levels that the request is not entirely fulfilled.
13	<b>Freedom of Information Act request notification</b>  <b>(per request)</b>	Applicable to all Information Access Requests received by the Service Provider and it's sub-contractors as detailed in Clause 32.2.1.	Two (2) Business Days to notify the Authority of the request, as per Clause 32.2.1	Twenty five (25) Service Credits applied per day per request for each Business Day after the Service Levels that the request is not entirely fulfilled.
14	<b>Accuracy of reporting Data</b>	All reporting data as detailed in Appendix 3 (Reporting Requirements) of Schedule 4 (Service Scope Specification) has been included and contains correct data.	100%	Corrective Action Notice in accordance with Clause 16 and Schedule 14 (Assurance)
15	<b>Acknowledgement of ad-hoc report, data or other information request</b>  <b>(per request)</b>	The Service Provider shall acknowledge such request and agree with the Authority a reasonable timeframe as to when the report, data or other information request will be provided to the Authority.	Request made before 12:00 acknowledgment by 20:00 otherwise by 17:00 of the following Business Day	Five (5) Service Credits applied per report, where an acknowledgement is not delivered within the Service Level.
16	<b>Provision of reporting Data</b>  <b>(Intraday, daily, per week or per Period as specified)</b>	As per Appendix 3 (Reporting Requirements) of Schedule 4 (Service Scope Specification), the Service Provider shall provide complete and correct reports to the timescales specified in Appendix 3 of Schedule 4.  For recurring reports each instance of a report delivered on its due date shall be deemed to be a unique report.	To the timescales specified in Appendix 4 of Schedule 4 (Service Scope Specification)	Five (5) Service Credits applied per report, where a report is delivered more than one (1) hour later than the Service Levels.

17	<b>Card Fulfilment - request between 1 to 10,000 Completed Applications (Business Day)</b>	Measured from the time a Completed Application is received by the Service Provider until such time the Card has been dispatched.	17:00 of the first Business Day following receiving a Completed Application.	A 20% Service Deductions of the applicable Card Fulfilment Charge of the request for each 24 hours outside the Service Level in which the card is not fulfilled. This is applied to individual Completed Applications that are in the first 0-10k range of Completed Applications received in a single day. For example: Individual Card dispatched on the second Business Day = 20% Service Deduction of individual Card Fulfilment Charge Individual Card dispatched on the third Business Day = 40% Service Deduction of individual Card Fulfilment Charge
18	<b>Card Fulfilment - between 10,001 to 20,000 Completed Applications (Business Day)</b>	Measured from the time a Completed Application is received by the Service Provider until such time the Card has been dispatched.	17:00 of the second Business Day following receiving a Completed Application.	A 20% Service Deduction of the applicable Card Fulfilment Charge of the request for each 24 hours outside the Service Level in which the card is not fulfilled. This is applied to individual Completed Applications where between 10,001 to 20,000 of Completed Applications received in a single day. For example: Individual Card dispatched on the third (3) Business Day = 20% Service Deduction of individual Card Fulfilment Charge  Individual Card dispatched on the fourth (4) Business Day = 40% Service Deduction of individual Card Fulfilment Charge
19	<b>Card Fulfilment - more than 20,000 Completed Applications (Business Day)</b>	Measured from the time a Completed Application is received by the Service Provider until such time the Card has been dispatched.	17:00 of the third Business Day following receiving a Completed Application.	A 20% Service Deduction of the applicable Card Fulfilment Charge of the request for each 24 hours outside the Service Level in which the card is not fulfilled. This is applied to individual Completed Applications where more than 20,000 Completed Applications are received in a single day. For example: Individual Card dispatched on the fourth (4) Business Day = 20% Service Deduction of individual Card Fulfilment Charge.  Individual Card dispatched on the fifth (5) Business Day = 40% Service Deduction of individual Card Fulfilment Charge.

20	<b>Card Fulfilment of paper application based Schemes</b>  <b>(Business Day)</b>	Measured from the time a Completed Application is received by the Service Provider until such time the Card has been dispatched.	17:00 of the third Business Day following receiving a Completed Application.	A 20% Service Deductions of the applicable Card Fulfilment Charge of the request for each 24hr outside the Service Level in which the card is not fulfilled. This is applied to individual Completed Applications received in a single day. For example: Individual Card dispatched on the fourth (4)Business Day = 20% Service Deductions of individual Card Fulfilment Charge.  Individual Card dispatched on the fifth (5) Business Day = 40% Service Deductions of individual Card Fulfilment Charge.
21	<b>Overall Card Spoilage by Scheme</b>  <b>(Period)</b>	This is when Cards are Spoilt so they cannot be issued to a Customer and shall be returned to the Authority or if advised a Third Party for destruction. Spoilage Reason codes shall be provided by the Authority.	No more than 2.5% Card Spoilage by each Card Scheme, for whatever reason, by Period	For all Card Spoils in excess of the Service Level, a Service Deduction of the Card Manufacture Cost will apply, subject to no Service Deductions for Spoilage will be applied twice for the same Card.
22	<b>Card Spoilage by Schemes and by Spoilage Reason Codes</b>  <b>(Period)</b>	This is when Cards are Spoilt by fault of the Service Provider so they cannot be issued to a Customer.  Spoilage Reason Codes shall be provided by the Authority.	No more than 1% Card Spoilage by each Scheme, for Spoilage Code which are attributed to the Service Provider, by Period.	For all Card Spoils in excess of the Service Level, a Service Deduction of the Card Manufacture Cost, subject to no Service Deductions for Spoilage will be applied twice for the same Card.
23	<b>Incorrect issue of Cards to customers (e.g. incorrect name, blurred picture etc)</b>  <b>(Period)</b>	This is when a Customer receives an incorrectly issued Card (e.g. incorrect name, blurred picture etc.). The Service Provider shall record incorrect issue of Cards against the Incorrect Issue Reason Code that shall be provided by the Authority.	0% Cards shall be incorrectly issued.	The Service Provider shall be liable for the replacement of all Cards issued incorrectly to Customers and also for the Card Manufacture Cost of the incorrectly issued Card.

24	<b>Refunds to Customers</b>	This relates to any refund that the Service Provider should be making to a Customer, regardless of the source of the contact (Correspondence or alongside Card Fulfilment) and is additional to other Service Levels	80% of refunds shall be processed within 24 hours and 100% within 72 hours	Corrective Action Notice in accordance with Clause 16 and Schedule 14 (Assurance) may be invoked by the Authority
25	<b>Stock levels held by the Service Provider (Period)</b>	This relates to the Service Provider holding Stock requirements to fulfil against the Service Provider's demand forecast.	The Service Provider must hold a minimum of four (4) Periods of quantities of Stock that meets the Service Provider's demand forecast, at all times.	Corrective Action Notice in accordance with Clause 16 and Schedule 14 (Assurance) may be invoked by the Authority should the Stock levels fall below four (4) Periods at the Service Provider Site.
26	<b>Concessions System Availability</b>	Concessions System Availability  The percentage of time per Period that the Service Provider's Concessions System is available to Customers and SP Agents for use, to make applications, view and manage customer accounts, measured against the Monitoring Support Day. If the Concessions System does not fulfil all of the requirement set out in Schedule 4 (Scope Specification), then the application is deemed unavailable.	99.95%	For each 0.05% below the Service Level in each Period, fifty (50) Service Credits shall be applied. For example, Contract System Availability of 99.85%, one hundred (100) Service Credits shall apply.
27	<b>Data extracts</b>	As stipulated in paragraph 3.3 of Schedule 4 (Service Scope Specification); The Service Provider shall provide data extracts to the Authority upon the Authority's request.	Unless otherwise agreed between the Parties, data extracts shall be provided within 48 hours (occurring over Business Days).	

## APPENDIX 2 – SERVICE PERFORMANCE REPORTS

The Service Performance Report shall consist of the following:

<b>Commentary</b>	The Service Provider shall provide a commentary on Service Levels performance.
<b>Complaints and Commendations</b>	The Service Provider shall provide summary information of any complaint or commendation reported to the Authority in the Period.
<b>Incident Management Report</b>	<p>A Periodic report which details the following for each Major Incident priority levels (as listed in appendix 3 of Schedule 8 (Service Management)).</p> <ul style="list-style-type: none"> <li>➤ The total number of Incidents raised: <ul style="list-style-type: none"> <li>▪ The number of Incidents by open/close status;</li> </ul> </li> <li>➤ Repeat failures</li> <li>➤ For Incidents not resolved within Service Levels: <ul style="list-style-type: none"> <li>▪ Incident reference;</li> <li>▪ Status;</li> <li>▪ Date raised;</li> <li>▪ Raised by name;</li> <li>▪ Incident description; and</li> <li>▪ Reason for resolution outside of Service Levels</li> </ul> </li> <li>➤ Summary of Major Incidents</li> </ul>
<b>Problem Management report</b>	<p>A Periodic Report which details the following for each Problem (as defined by Schedule 8 (Service Management))</p> <ul style="list-style-type: none"> <li>➤ The total number of Problems raised</li> <li>➤ The number of Problems open at Period end, with a summary of each</li> <li>➤ The number of Problems open at Period end, without a root cause</li> <li>➤ The number of Problems open at Period end, without a workaround</li> </ul>
<b>Service Desk performance</b>	The Service Provider shall provide a report of the number of calls received by the Service Desk (as defined by Schedule 8 (Service Management)), the number and percentage answered within 15 seconds, and the number answered within 30 seconds.
<b>Service Levels performance</b>	<p>The Service Provider shall provide a report in an Excel format or as agreed by the Authority showing the overall Service Level performance against each Service Level of the Contract detailing:</p> <ul style="list-style-type: none"> <li>➤ The Service Provider's performance and compliance against the Service Levels specified in Appendix 1 of Schedule 8.</li> </ul>

	<ul style="list-style-type: none"> <li>➤ The Service Levels that attract a Service Credit or Service Deduction</li> <li>➤ Calculation of total Service Credits and Service Deductions</li> <li>➤ Any claim for relief from performance at Service Level and the application of Service Level Credits and/or Service Deductions which the Service Provider wishes to apply for.</li> </ul>
<b>Supplier System Management Report</b>	<p>The Service Provider shall provide summary information on the Supplier System, including</p> <ul style="list-style-type: none"> <li>➤ Licences and expiry dates</li> <li>➤ Patching carried out during the Period</li> <li>➤ Planned Changes implemented in the Period, successful and unsuccessful</li> <li>➤ Emergency Changes during the Period</li> <li>➤ Changes submitted and reviewed which take effect after Period end</li> <li>➤ Releases during the Period, including whether achieved on planned date or moved</li> <li>➤ Any Supplier System or other Supplier System component reaching end of life or end of support within the next 13 periods, and detail of mitigation or other action planned</li> </ul>
<b>Corrective Action Notice</b>	Update and status on any Corrective Action Notice issued by the Authority.
<b>Other</b>	The Authority, may from time to time, request additional reporting information to support the management of the Supplier System and the Service.

## APPENDIX 3 – MAJOR INCIDENT LIST

This Appendix contains:-

1. An initial list (in the table below) of Incidents which are considered as Major Incidents for the purposes of this Contract, and
2. The categorisation of those Incidents, in accordance with the following:
  - Priority 1 – a Major Incident which involves a material failure of any part, or all, of the Services or the material unavailability of any Service Provider Site for more than one (1) hour.
  - Priority 2 – a Major Incident which is not a Priority 1 Major Incident but which involves a material failure of a part of the Services at a Service Provider Site or a prolonged customer-facing system failure for more than one (1) hour but less than four (4) hours. Where a Priority 2 Major Incident continues for more than four (4) hours, it shall be deemed a Priority 1 Major Incident.
  - Priority 3 – a Major Incident that is not classified as Priority 1 or 2.

Priority 1	Priority 2	Priority 3
<ul style="list-style-type: none"> <li>❖ Complete loss of communications or power to a Service Provider Site.</li> <li>❖ Any security breach</li> <li>❖ Any software change results in unavailability or degradation of all of the Service</li> <li>❖ The Service Provider's Supplier or other part of the Supplier System is unavailable, other than for planned maintenance.</li> <li>❖ No Customers can make Concessions Scheme applications, other than for planned maintenance.</li> </ul>	<ul style="list-style-type: none"> <li>❖ Supplier System Fault prevents 25% or more of Services being available</li> <li>❖ Supplier System Fault prevents 25% of Service Provider staff on the Contract being able to fulfil all Services</li> <li>❖ Loss of interface to Third Party (for verification or other reasons) for any one or more Schemes</li> <li>❖ Loss of alternative back-up to a Service Provider Site</li> <li>❖ None of any individual stock or other consumable item required for the performance of the contract is available</li> </ul>	<ul style="list-style-type: none"> <li>❖ Individual stock or other consumable item required for the performance of the Contract falls below the Service Level and replenishment not available such that it will run out in three days (or other agreed timescale)</li> <li>❖ Where Authority Assets are provided, Faults are such that 25 per cent of Card Fulfilment capacity has been unavailable for more than 24 hours</li> </ul>

	<ul style="list-style-type: none"><li>❖ Intermittent communications availability at a Service Provider Site</li><li>❖ Any software change results in unavailability or degradation of part of the Service.</li><li>❖ Loss of Education Establishment access to the Concessions System (Business Days only)</li></ul>	
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## APPENDIX 4 – DASHBOARDS

1. The Service Provider shall develop and maintain real-time Dashboards to show performance against main Service Levels. These shall be internet accessible for viewing by Authority Personnel via a single log-on. The Dashboards shall be able to be viewed on a mobile device, desktop or display screen, in landscape format. The Dashboards are:
  - 1.1 A Real-Time Calls Dashboard
  - 1.2 An Intraday Calls Dashboard, showing performance by half-hour throughout the current Contact Centre Service Day
  - 1.3 An Intraday Card Fulfilment Dashboard.
  - 1.4 A Web Services Dashboard

Each dashboard should be updated as a minimum every 30 seconds.

2. Performance against each of the required fields should be colour-coded, with:
  - 2.1 Green when the performance against each of the items listed in paragraph 4 is equal to or better than the Service Level
  - 2.2 Yellow when the performance against each of the items listed in paragraph 4 is below the Service Level to a small degree (to be defined)
  - 2.3 Red when the performance against each of the items listed in paragraph 4 is significantly below the Service Level (to be defined)
3. The definition of 'Yellow' and 'Red' Service Levels will be defined and agreed with the Service Provider as part of Transition, making reference to the Operational Baseline (Schedule 8, paragraph 5.2.5) where appropriate.
4. The required fields of each Dashboard are as follows:
  - 4.1 Real-Time Calls Dashboard
    - Calls received
    - Calls queuing
    - Calls answered
    - Calls in progress
    - Calls abandoned
    - Short calls abandoned (under 10 seconds)
    - Oldest call queuing
    - Average Talk Time (ATT)

- Average Speed to Answer (ASA)
- Oldest call waiting
- Total number of agents available/in paused/logged in/on call (for Services provided to TfL)

#### 4.2 Intraday Calls Dashboard

The 30 minute intervals are each half-hour from 0800 to 2000, seven days per week.

- Calls received by 30 minute interval
- Calls queuing by 30 minute interval
- Calls answered by 30 minute interval
- Calls in progress by 30 minute interval
- Calls abandoned by 30 minute interval
- Short calls abandoned (under 10 seconds), by 30 minute interval
- Oldest call queuing by 30 minute interval
- Average Handle Time (AHT) by 30 minute interval
- Average Speed to Answer (ASA) by 30 minute interval
- Total number of agents available/in paused/logged in/on call by 30 minute interval (for Services provided to TfL)

#### 4.3 Intraday Card Fulfilment Dashboard

These should be provided for each Concessions Scheme, separately for new issues and reissues.

- Online Completed Applications, ready for processing
- Awaiting Data Capture (Veterans Scheme only)
- Awaiting Duplicate Matching
- Awaiting Manual Photo Check
- Awaiting Printing of Oyster Card
- Awaiting Oyster Card reader fulfilment
- Cards Processing Completed
- Cards Posted Today
- Desk Enabling Units in use

#### 4.4 Web Services Dashboard

The exact format and information required for the Web Services Dashboard will depend upon the hosting solution adopted for the Concessions System. It should include the following as a minimum:

- Hosting environment status, including of all servers
- Customer log-in facility is available

- Authority log-in facility is available
- Confirmation of data transfer success/failure to or from Third Parties
- Number of Web products or PAYG orders made (timescale to be defined by the Authority as part of Transition)
- Number of Web products or PAYG orders uncollected (timescale to be defined by the Authority as part of Transition)

The information on the Web Services Dashboard should be able to viewed historically (via a drill down) for all previous days in the current Contract Period and for the previous Contract Period.

## APPENDIX 5 – DOCUMENT MANAGEMENT

### 1. Introduction

#### 1.1. Scope and Purpose

1.1.1. This appendix sets out:

1.1.1.1. the requirements for the Service Provider to prepare and maintain:

1.1.1.1.1.a document management plan to set out how the Service Provider will manage the entirety of Documents and information pertaining to this Contract, as further described in paragraph 2.1 of this appendix (the "**Document Management Plan**"); and

1.1.1.1.2.a document register as described in paragraph 2.3 of this appendix (the "**Document Register**"); and

1.1.1.2. the requirements for the Service Provider to use and update a document management system as described in paragraph 2.2 of this appendix (the "**Document Management System**"); and

1.1.1.3. the process of document exchange and review as described in paragraph 4 of this appendix (the "**Submissions Procedure**").

1.1.2. Paragraph 3 of this appendix sets out the Authority's specific requirements with respect to Software and Operating Manuals.

1.1.3. The objectives of this appendix are to ensure that:

1.1.3.1. the Authority is Assured that Contract information will be established, maintained and stored in a consistent manner that will allow information to be made available to the Authority as required by Clause 24 (Records, Audit and Inspection); and

1.1.3.2. Documents are shared in a structured manner which supports Projects, Programmes and Service delivery.

#### 1.2. Documents to be submitted by the Service Provider

1.2.1. The Service Provider shall prepare, submit, and maintain the following Documents in accordance with the requirements of this appendix through the use of a Document Management System:

1.2.1.1. the Document Management Plan;

1.2.1.2. the Document Register;

1.2.1.3. training materials;

1.2.1.4. process maps;

1.2.1.5. technical design documents;

1.2.1.6. functional system design documents;

1.2.1.7. Operating Manuals and other relevant manuals;

1.2.1.8. final change scope documents for CSM Activities (as detailed in Table 7 of Schedule 7 (Pricing Schedule)); and

1.2.1.9. any other information required to be submitted under this Contract by the Authority.

1.2.2. The Service Provider shall prepare all Documents required by this Contract in accordance with the provisions of this appendix and any relevant Standards listed in Schedule 15 (Standards) and its appendices.

## **2. Document Management**

### **2.1. Document Management Plan**

2.1.1. The Service Provider shall ensure that the Document Management Plan sets out:

2.1.1.1. the principles that govern the planning, preparation, production, classification, indexing, checking, submission, distribution, updating, use, storage, traceability and retrievability of all Documents;

2.1.1.2. a Document classification system and the standards the Service Provider shall adopt for each classification;

2.1.1.3. details of the Service Provider's Document management strategy, including interfaces with the Authority and details of all the Service Provider's processes to ensure protection, security, sharing and storage and a list of the software used to create and update Documents. The Service Provider may not change any aspect of its Document management strategy that has a material impact on the Authority's management of this Contract without the prior written agreement of the Authority's Contract Manager;

2.1.1.4. details of the processes the Service Provider will use to review and update Documents when Changes are introduced, ensuring that each Document clearly states which other Documents it supersedes;

2.1.1.5. a Document retention schedule setting out which Documents will be retained and for how long; and

2.1.1.6. details of the Document Register.

2.1.2. The Service Provider and the Authority shall work together to identify those Documents which shall be security classified using the Authority standards of "Confidential – High", "Confidential", "Restricted – High", "Restricted", or "Unclassified", as set out in Annex 1 to this appendix or subsequent versions. The Authority shall update the classifications from time to time.

### **2.2. Document Management System**

2.2.1. The Authority shall give the Service Provider access to a Document Management System. The Document Management System shall enable the storage of different types of Documents and the controlled electronic exchange of working Documents between the Service Provider and the Authority.

2.2.2. The Document Management System shall, where appropriate, as a minimum:

- 2.2.2.1. allow remote access across the world wide web using a browser based interface;
- 2.2.2.2. classify Documents according to agreed hierarchies (as set out in paragraph 2.1.2above);
- 2.2.2.3. record and enable the audit of all Document views and changes through an audit trail;
- 2.2.2.4. enable a user to have a Document 'checked out' such that other users cannot alter the Document;
- 2.2.2.5. make Documents easy to find by providing search options; and
- 2.2.2.6. use permissions to control access to Documents.

### 2.3. Document Register

2.3.1. The Service Provider shall develop and maintain a Document Register that allows information to be sorted, selected and issued to the Authority by any combination of the following:

- 2.3.1.1. unique reference;
- 2.3.1.2. dates (e.g. of issue, of revision);
- 2.3.1.3. revision(s) number;
- 2.3.1.4. title;
- 2.3.1.5. issue number;
- 2.3.1.6. status;
- 2.3.1.7. originating organisation and author; and
- 2.3.1.8. Module (where applicable).

2.3.2. The Service Provider shall retain details of superseded Documents and a record of the superseding Document together with an audit trail.

### 2.4. Document Maps

2.4.1. The Service Provider shall provide a list of all Documents (new and/or updated Documents) to be submitted to the Authority in relation to any Change, and the planned date for such submission (a "**Project Document Map**").

2.4.2. Each Project Document Map shall contain a brief description of the contents of each Document sufficient for the Authority to determine by whom the Document will need to be reviewed.

2.4.3. The Project Document Map shall be maintained as current and be reissued to the Authority each time within one (1) Business Day of a change being made to the list of Documents, their contents or the planned date for submission. If the Service Provider fails to comply with this obligation it shall prepare and issue to the Authority a Corrective Action Plan detailing the action it proposes to take to resolve this and the timescale for completing the action. The Authority may issue a Corrective Action Notice in accordance with Clause 16 (Corrective Action Notices).

### 2.5. Review and Updating

- 2.5.1. The Service Provider shall review and, if necessary, update the Document Management Plan every twelve (12) months on each anniversary of the Service Commencement Date during the Term. If the Service Provider fails to comply with this obligation it shall prepare and issue to the Authority a Corrective Action Plan detailing the action it proposes to take to resolve this and the timescale for completing the action. The Authority may issue a Corrective Action Notice in accordance with Clause 16 (Corrective Action Notices).
- 2.5.2. The Authority shall discuss all proposals to upgrade or introduce any new Document Management System software with the Service Provider at least forty (40) Business Days prior to the planned implementation date and the Authority shall take the Service Provider's comments into account in relation to the implementation of any such proposals.
- 2.5.3. The Service Provider shall maintain Documents on the Document Management System, Document Management Plan and Document Register as current.
- 2.5.4. The Service Provider shall report progress on any issues arising from the Document Management Plan, Document Management System and Document Register in the Service Review Meetings required by Schedule 8 (Service Management).

### **3. Documents**

#### **3.1. General requirements**

- 3.1.1. The Service Provider shall:
  - 3.1.1.1. maintain back-ups of all Documents in a manner which ensures easy recovery in the event of any incident;
  - 3.1.1.2. deliver all Documents requested by the Authority in electronic format or hard copy and within such timeframes as agreed with the Authority. Documents for review shall be made available in their native electronic format or an alternative format if agreed by the Authority, provided it enables easy review, mark up and comment;
  - 3.1.1.3. ensure every Document displays an appropriate copyright statement correctly reflecting its status in accordance with Clause 28 (The Authority's Data);
  - 3.1.1.4. generate Documents in accordance with an appropriate and suitable industry standard. Where a Document is to be supplied to the Authority then the Service Provider shall discuss its proposed standard with the Authority and incorporate the Authority's reasonable comments;
  - 3.1.1.5. submit details of the standards it uses as part of its Document Management Plan; and
  - 3.1.1.6. create, share and store all Documents in a manner capable of producing legible copies suitable for viewing and printing. Where Documents are required by the Authority the Service Provider shall advise how the Documents are to be stored and shall bear the costs of replacement where the Documents are subsequently found to have deteriorated such that they are corrupted, illegible or unsuitable for their

intended use, provided the reasonable storage requirements have been met.

3.1.2. The Service Provider shall provide evidence that procedures are in place to ensure that all Documents are clearly marked with their appropriate status and are dated and signed as "checked and approved" by a Service Provider's approved signatory.

3.1.3. The Service Provider shall issue copies of any and all documents requested by the Authority pursuant to Clause 24 (Records, Audit and Inspection). Documentation issued for review by the Authority shall be made available in electronic format unless hard copy format is requested by the Authority.

3.1.4. All revisions from the previous version of a Document shall be clearly marked on the Document and shall state clearly the reason and authorisation for the revision.

### **3.2. Software**

3.2.1. The Service Provider shall ensure that information transmitted electronically is compatible with the Authority's software from time to time. As at the date of Contract these are Microsoft Office 2007 (including Word, Excel, Powerpoint, Visio and Project).

3.2.2. Either Party may upgrade its software from time to time, for example to reflect changes in technology. The Party upgrading shall notify the other Party of any changes in software, and shall bear any reasonable costs reasonably incurred by the other Party as a direct result of the software change in relation to any software which the other Party requires solely for the purposes of this Contract, and each Party shall bear its own costs resulting from the software change otherwise.

3.2.3. The Service Provider shall transfer Data to the Authority using a method that is applicable to the Data being transferred and capable of transfer on to the Authority systems. The Service Provider acknowledges that the method of Data transfer may change from time to time and the Authority will notify the Service Provider of the Authority developments. The Service Provider shall not implement Changes in an agreed method of Data transfer without discussing and agreeing the same with the Authority.

3.2.4. Without prejudice to other provisions of this Contract, the Service Provider and the Authority shall implement processes to ensure that only Virus-free electronic information is transferred between the Parties.

### **3.3. Manuals Generally**

3.3.1. The Service Provider shall maintain all manuals for each part of the Supplier System and create or update manuals, as appropriate, in relation to any Change.

3.3.2. All manuals shall be clear, consistent and generally easy to read, understand and use. The size and format shall be appropriate for their intended use.

3.3.3. The Authority shall have the right to reference the Service Provider's manuals in its Assurance audits of the Service Provider's operations and maintenance regime in accordance with Schedule 14 (Assurance).

### **3.4. Operating Manuals**

3.4.1. The Service Provider shall create and maintain Operating Manuals for each Module and for each part of the Supplier System and relevant interfaces, and create or update such Operating Manuals, as appropriate, in relation to any Change in close consultation with the Authority.

3.4.2. The Operating Manuals shall be in an agreed format appropriate to their use allowing ease of use and updating.

3.4.3. The Service Provider acknowledges that the Operating Manuals will be used by Service Provider, the Authority, and other authorised Third Party personnel to understand and use the Supplier System. The Operating Manuals will also be used extensively by training staff in the preparation and delivery of personnel training.

## **4. Submissions Procedure**

### **4.1. Overview**

4.1.1. The Authority and the Service Provider will need to exchange and get the other Party's comments and input in relation to a wide variety of Documents regarding the Contract and, in particular, regarding Projects.

4.1.2. The Parties may agree to vary the Submissions Procedure set out below for Documents where a more efficient and/or effective procedure can be implemented.

4.1.3. Unless the Parties agree a different procedure under paragraph 4.1.2, the procedures described in paragraphs 4.2 to 4.4 below shall apply in respect of the following Documents:

4.1.3.1. Variations to the Contract;

4.1.3.2. formal Periodic Service Performance Reports;

4.1.3.3. Major Incident Reports; and

4.1.3.4. any other information required to be submitted under this Contract by the Authority.

4.1.4. The Submissions Procedure is comprised of the following activities:

4.1.4.1. preparation;

4.1.4.2. submission; and

4.1.4.3. response.

### **4.2. Preparation**

4.2.1. The Service Provider shall prepare Documents for submission to the Authority.

4.2.2. The Service Provider shall ensure that each Document Submission includes the following:

4.2.2.1. a unique reference number;

- 4.2.2.2. the date submitted;
- 4.2.2.3. the purpose of the Document Submission; and
- 4.2.2.4. name of who this is submitted by.

#### **4.3. Submission**

- 4.3.1. The Service Provider shall submit Document Submissions from one designated email address by the Service Provider to one email address designated by the Authority and in accordance with any agreed deadline or, if no deadline has been agreed, as soon as reasonably practicable.
- 4.3.2. The Service Provider email address shall be monitored each Business Day.

#### **4.4. Response**

- 4.4.1. The Authority may respond to the Service Provider with comments on the Document Submission.
- 4.4.2. In its response the Authority shall relate comments as appropriate to specific Contract requirements and Assurance criteria, and in the case of critical comments shall state reasons why the Service Provider's proposals are not Assured.
- 4.4.3. The Service Provider shall take note of and respond to all of the Authority's comments on the Document Submission within ten (10) Business Days.
- 4.4.4. In the event that the Authority is dissatisfied with the Service Provider's initial response or further response, then the Authority's Contract Manager may notify the Service Provider specifying the nature of the dissatisfaction. The Service Provider shall write to the Authority's Contract Manager specifying the actions it proposes to take to address the issues raised and the programme to complete such actions.

## ANNEX 1: THE AUTHORITY DOCUMENT SECURITY CLASSIFICATIONS

The Authority standards for the purposes of security classification are:

**UNCLASSIFIED:** Information which may be freely disclosed outside of the Authority;

**RESTRICTED:** Information which may be freely disclosed within the Authority but not outside of the Authority;

**RESTRICTED – HIGH:** A sub-set of Restricted information which has a more restricted distribution;

**CONFIDENTIAL:** Information which is more sensitive than Restricted information and, accordingly, requires special handling and controls; and

**CONFIDENTIAL – HIGH:** A sub-set of Confidential information which is extremely sensitive and requires a very limited distribution.

Examples of the types of documentation which typically fall within these classifications are set out below:

### **UNCLASSIFIED**

Information in public domain

Information on the Authority

Website press releases

### **RESTRICTED**

Policies

System performance information

Project documentation

### **RESTRICTED – HIGH**

General system information

Architecture drawings

Functional specification

System design documentation

High level network drawings (without IP Address)

Software source code

User requirements specification

Functional / hardware / interface specification

Software design specification

Electronic hardware design

Mechanical hardware drawing package

Software production / wrapper guide

Electronic hardware build / work instructions

Mechanical hardware build / work instructions

Software integration test specification  
Software unit test specification  
Electronic hardware test specification  
Mechanical hardware test specification  
Software integration test results  
Software unit test results  
Electronic hardware test results  
Mechanical hardware test results  
Installation Instructions  
Commissioning Instructions  
Operations Instructions  
Wrapper guide  
Maintenance Instructions  
Electronic Legislation  
Mechanical Legislation  
Non PCI payment card data  
Personal data as defined by the Data Protection Act  
Commercial information  
Finance or staff management  
Project documentation  
Criminal investigations  
Information provided in confidence  
**CONFIDENTIAL**  
Network IP Addresses  
Infrastructure and network detail design  
Firewall, router, switches configuration  
PCI card holder data  
System security documentation including risk analysis, requirements, architecture  
Security procedures  
Penetration testing results fraud information  
Data centre physical infrastructure, access controls  
Audit reports  
Staff personal information  
IT passwords

**CONFIDENTIAL - HIGH**

Cryptographic keys

Security algorithms used in ticketing systems

Encoding systems design documents

## **APPENDIX 6 – CHANGE MANAGEMENT 3<sup>RD</sup> PARTY VENDOR PROCESS**



CE Change  
Management 3rd Part

**Please refer to electronic document titled CSM\_Sch8\_A6\_CE Change Management 3<sup>rd</sup> Party vendor Process V1 as provided by the Authority at ITN Phase 2B and BAFO stage.**

## 9. SCHEDULE 9 – FORM OF VARIATION

### 1. General

In this Schedule:

- 1.1. The Authority's right to require the Service Provider to implement a Variation, or to propose that the Service Provider implements a Variation, is set out in paragraph 2.1;
- 1.2. the Service Provider's right to propose Variations is set out in paragraph 2.2;
- 1.3. the procedures for notifying the other Party of, and specifying, Variations required by the Authority or proposed by the Service Provider (as the case may be) are set out in paragraphs 3 and 4;
- 1.4. the procedures for implementing Variations are set out in paragraph 5;
- 1.5. the Service Provider's overriding obligations to minimise the cost and provide VfM in respect of any Variation are set out in paragraph 6.1; and
- 1.6. the contract management procedures for developing and implementing Variations are set out in paragraph 8.

### 2. Variation Rights

- 2.1. The Authority shall be entitled at any time to:
  - 2.1.1. require the Service Provider to implement a Variation to the Services;  
or
  - 2.1.2. propose a Variation to the Services to the Service Provider, and the Service Provider shall implement each Variation required or authorised in accordance with this paragraph 2.
- 2.2. The Service Provider may propose a Variation to the Services. The Authority shall not be obliged to consider or authorise any such proposal.

### 3. Proposed Variation Notice and Required Variation Notice

For a Variation under paragraph 2.1:

- 3.1. The Authority shall give notice to the Service Provider of a Proposed Variation (by submitting a "**Proposed Variation Notice**") or a Required Variation (by submitting a "**Required Variation Notice**") substantially in the form set out in this Schedule 9 (Form of Variation). The Authority may in its absolute discretion at any time issue a Required Variation Notice in respect of a Variation that has previously been the subject of a Proposed Variation Notice or a Service Provider's Proposal Notice (as the latter is defined in paragraph 4).
- 3.2. The Service Provider shall, within 15 Business Days from the date of delivery of any Proposed Variation Notice or Required Variation Notice (or within any additional period requested by the Service Provider and agreed to in writing by the Authority, the Authority acting reasonably), produce, sign and return a "**Service Provider Response**" substantially in the form set out in this Schedule 9 (Form of Variation) which shall set out the proposed method of implementing the relevant Variation, specifying inter alia:

- 3.2.1. the time scale for doing so;
- 3.2.2. the effect (if any) on the timing of the performance of other obligations under this Contract (including the effect (if any) on any relevant milestone dates);
- 3.2.3. the impact of effecting the Variation on the provision of the Services;
- 3.2.4. the financial consequences of implementing the Variation (including, but not limited to, showing details of any pricing of the Variation including capital and operating costs);
- 3.2.5. anticipated Authority and/or Third Party dependencies; and
- 3.2.6. the risks associated with the Variation,

provided that any savings made by the Service Provider arising as a result of such Variation or payments to the Service Provider shall be taken into account. Where a Variation is to be charged by reference to the time spent by Service Provider Personnel in relation to the Variation, the rates for such Service Provider Personnel shall not exceed those detailed for this purpose (if any) in Schedule 7 (Pricing Schedule).

**3.3.** In the case of a Required Variation Notice, the Authority shall specify in the Required Variation Notice any requirements in relation to the implementation of the Required Variation.

#### **4. Service Providers Proposal Notice**

**4.1.** For a Variation under paragraph 2.2, the Service Provider shall notify its proposals for a Variation to the Authority by a notice substantially in the form set out in this Schedule 9 (Form of Variation) (the “**Service Provider’s Proposal Notice**”). The Service Provider shall set out the proposed method of implementing the Variation, specifying inter alia:

- 4.1.1. the time scale for doing so;
- 4.1.2. the effect (if any) on the timing of the performance of other obligations under this Contract (including the effect (if any) on any relevant milestone dates);
- 4.1.3. the impact of effecting the proposed Variation on the provision of the Services;
- 4.1.4. the financial consequences of implementing the proposed Variation (including, but not limited to, showing details of any pricing of the Variation including capital and operating costs);
- 4.1.5. anticipated Authority and/or Third Party dependencies; and
- 4.1.6. the risks associated with the Variation,

provided that any savings made by the Service Provider arising as a result of such proposed Variation or payments to the Service Provider shall be taken into account. Where a Variation is to be charged by reference to the time spent by Service Provider Personnel in relation to the Variation, the rates for such Service Provider Personnel shall not exceed those described in Schedule 7 (Pricing Schedule). Within 10 Business Days of the delivery by the Service Provider of a Service Provider’s

Proposal Notice, the Authority shall notify the Service Provider whether it wishes to consider the Variation set out in the Service Provider's Proposal Notice.

## 5. Implementation of the Variation

- 5.1. Following receipt of a Required Variation Notice and unless otherwise instructed by the Authority, the Service Provider shall forthwith implement the Variation required therein within the appropriate and achievable timescale specified in the Required Variation Notice. The Service Provider shall notify the Authority in writing within twenty four (24) hours of receipt of a Required Variation Notice if the Service Provider believes that it is not possible for the Service Provider to implement such Variation or to effect the Variation within the specified timescale. The Service Provider shall ensure that such notification includes a detailed explanation as to why it is not possible for the Service Provider to implement such Variation in the specified timescale.
- 5.2. Subject to paragraph 5.3, the Service Provider shall not implement any Variation set out in any Proposed Variation Notice or Service Provider's Proposal Notice until a notice substantially in the form set out in this Schedule 9 (the "**Authority to Proceed**") has been issued by the Authority for that Variation. For the avoidance of doubt, the Service Provider shall implement each Variation set out in a Required Variation Notice in accordance with paragraph 5.1 without any need for issuance of an Authority to Proceed. The Authority shall not at any time be obliged to issue an Authority to Proceed in respect of any Proposed Variation Notice or Service Provider's Proposal Notice.
- 5.3. The Authority may issue an Authority to Proceed at any time following issue of a Proposed Variation Notice even if the details for implementing that Variation have not yet been determined. In that event the provisions of paragraph 5.1 shall apply with effect from the date of the Authority to Proceed as if the Proposed Variation Notice had been a Required Variation Notice.
- 5.4. Any terms (including costs) of implementing a Variation the subject of an Authority to Proceed issued under paragraph 5.2 or 5.3 or of a Required Variation Notice signed and returned by the Service Provider pursuant to, and setting out the information specified in, paragraph 3.2 that are not agreed by the Parties within 14 days of the issue of the Authority to Proceed or of the return by the Service Provider of the Required Variation Notice (as applicable) may be referred by either Party for determination in accordance with the Dispute Resolution Procedure. On final resolution of the outstanding terms of the Variation pursuant to the Dispute Resolution Procedure or the written agreement of the Parties, The Authority shall either:
  - 5.4.1. issue a notice substantially in the form set out in this Schedule 9 (the "**Required Variation Settlement Notice**") setting out the terms of the Variation; or
  - 5.4.2. withdraw the Required Variation Notice or Authority to Proceed (as applicable) by issuing a notice substantially in the form set out in this Schedule 9 (the "**Withdrawal Notice**") in which case:
    - 5.4.2.1. the Service Provider shall immediately cease to implement the Variation; and

5.4.2.2. the Service Provider shall be entitled to make a claim to recover from the Authority any costs that the Service Provider has reasonably and properly incurred exclusively in connection with implementing the Variation prior to the Service Provider being sent the Withdrawal Notice.

5.4.3. The Authority may withdraw any Required Variation Settlement Notice or Authority to Proceed at any time by issuing a Withdrawal Notice in which case the provisions of paragraph 5.4.2 shall apply.

## **6. Cost Minimisation and Standards**

**6.1.** The Service Provider shall make reasonable efforts to minimise the adverse and maximise the favourable impact on the Authority of any change in timetable or costs resulting from the implementation of a Variation. In particular the Service Provider shall, where appropriate, when submitting proposals in respect of any Proposed Variation Notice, Required Variation Notice or Service Provider's Proposal Notice or before referring any matter for determination pursuant to the Dispute Resolution Procedure and when implementing any Variation:

6.1.1. submit a statement to the Authority of its proposed method of implementing the Variation demonstrating the steps that it has taken to minimise the costs of doing so;

6.1.2. comply with its VfM obligations in paragraph 7; and

6.1.3. shall not in its proposal for the implementation of the Variation claim to be excused from any liability other than on the same grounds and to the same extent amended accordingly (*mutatis mutandis*) as it would have been excused from liability for performing its obligations under this Contract (before the proposed Variation took effect), provided that if the Service Provider considers that the risk inherent in the implementation of the Variation means that the Service Provider should be excused from any liability on other grounds or to a different extent, then the Service Provider shall be entitled to provide contemporaneously to the Authority alternative proposals for the implementation of the Variation. These alternative proposals shall not excuse the Service Provider from any liability other than on the same grounds and to the same extent *mutatis mutandis* as it would have been excused from liability for performing its obligations under this Contract (before the proposed Variation took effect). The alternative proposal(s) shall give details of the extent to which the Service Provider seeks to be excused from liability on other grounds or to a different extent in implementing the Variation and the corresponding change (if any) to the amount of the adjustment to the Charges which would otherwise be required in respect of implementing the Variation.

**6.2.** Unless the Authority requires otherwise, the Service Provider's proposal shall be a fixed price lump sum based on the allocation of risk specified in the Variation. However, the Service Provider may in addition include pricing for alternative options to be considered by the Authority.

**6.3.** The Authority may, from time to time, provide the Service Provider with information in relation to possible future Variations for the express purpose of providing the Service Provider with the means of taking such possible

Variations into account in planning its operations and capital expenditure programmes and so as to reduce the costs of implementing such Variations in the future.

## **7. Value for Money**

- 7.1.** To enable the Authority to effectively determine whether VfM is being achieved in respect of any Variation, it will be necessary for the Service Provider to be transparent in the pricing of any proposed modification to the Charges arising from that Variation in accordance with this Schedule and its general accounting in so far as these are relevant to demonstrating VfM associated with that Variation.
- 7.2.** Proposed modification to the Charges in accordance with a Variation shall be priced on a transparent and "open book" basis in accordance with paragraph 7.3 below.
- 7.3. Open Book Accounting**
  - 7.3.1.** The Service Provider shall calculate any modifications proposed to the Charges in accordance with this Schedule on a "bottom up" basis.
  - 7.3.2.** All modifications to Charges shall represent the actual demonstrable costs to be incurred by the Service Provider or savings to be achieved by the Service Provider in each case with reasonable allowances for:
    - 7.3.2.1.** a reasonable level of target profit (having regard to what the Service Provider has achieved and has been and is forecast to achieve under the Contract);
    - 7.3.2.2.** overheads (with an explanation of the principles on which they have been appropriated to the Contract and to the Variation); and
    - 7.3.2.3.** any additional risks being incurred or existing risks being reduced (as the case may be) having regard to the terms of paragraph 6.1.3.
    - 7.3.2.4.** If requested by the Authority, the Service Provider shall evidence the breakdown in relevant costs including by reference to operating expenditure, capital expenditure, human resource costs, third party costs (including any sub-contractor mark-up and any intra-group charges).
- 7.4.** The Authority's rights under Clause 24.3 (Records, Audit and Inspection) shall include the right of audit to ensure that the Service Provider has complied with its obligations under paragraph 6 above and this paragraph 7.

## **8. Contract Management of Variations**

- 8.1.** For a Variation under paragraph 2.1 and on receipt of a Service Provider's Proposal Notice under paragraph 4, the Authority shall allocate a unique number to the potential Variation and the Authority shall also maintain a sequentially numbered register of all potential and actual Variations. All subsequent correspondence between the Parties in connection with any potential or actual Variation shall bear the number allocated to such Variation.

- 8.2.** For the avoidance of doubt, each of the Parties shall pay its own costs and expenses, in each case of any nature whatsoever, incurred in connection with the investigation, preparation or negotiation of each Proposed Variation Notice, Required Variation Notice, Service Provider Response, Service Provider's Proposal Notice, Authority to Proceed, Required Variation Settlement Notice and Withdrawal Notice and otherwise in connection with any acts, omissions or correspondence in connection with agreement on, or determination in accordance with the Dispute Resolution Procedure of, the terms of any Variation and such costs and expenses shall not be taken into account (or included by the Service Provider) in costing any Variation.

## APPENDIX 1 – REQUIRED VARIATION NOTICE

Variation No. [XXXX]	Date [DD-MMM-YY]		
<b>VARIATION TITLE:</b>			
Service Provider: [Inset Service Provider name] (Contract name and reference no. to be included in header)			
<b>Project Manager</b>	<b>Service Delivery Manager</b>	<b>Commercial Manager</b>	<b>Systems Manager</b>
[Insert PM Name]	[Insert Service Delivery Manager Name]	[Insert CM Name]	[Insert System Owner's Name]
<b>Summary</b>			
<p>➤ <b>Scope of Variation to the Services</b></p> <p><i>Insert a concise summary of the scope of the Variation to the Services, including any specific deliverables to be provided by the Service Provider</i></p> <p>Full details of the change to the Services required are in Section A</p>			
<p>➤ <b>Performance Management</b></p> <p><i>Insert a concise summary of the changes to the performance regime including any new, or revised, Service Level or performance regimes including any thresholds or trigger levels</i></p> <p>Full details of the performance regime is Section B</p>			
<p>➤ <b>Key Constraints</b></p> <p><i>Insert a concise summary of the constraints on the implementation and/or delivery of the Variation to the Services</i></p> <p>Full details of the Key Constraints are in Section C</p>			
<p>➤ <b>Key dates/Milestone Dates</b></p> <p><i>Provide a timetable for the implementation of the Variation including key dates or Milestone dates (including the deliverables or Services that the Service Provider must provide by each relevant key date or Milestone date)</i></p> <p>Full details of the key dates and Milestone Dates are in Section D</p>			
<p>➤ <b>Assurance</b></p> <p><i>Insert summary of the key Assurance requirements</i></p> <p>Full details of the Assurance requirements are in Section E</p>			
<p>➤ <b>Intellectual Property Rights</b></p> <p><i>Insert summary of any new IPR created Or state that no new IPR will be created as part of this Variation</i></p> <p>Full details of the Intellectual Property Rights requirements and verification levels are in Section F</p>			
<p>➤ <b>Charges and payment terms</b></p> <p><i>Insert summary of key payment terms</i></p> <p>Full details of the proposed payment terms are in Section G</p>			
For the Authority: [Transport for London] [insert name] [insert job title]		Signed:	

## APPENDIX 2 – PROPOSED VARIATION NOTICE

Variation No. [XXXX]	Date [DD-MMM-YY]		
<b>VARIATION TITLE:</b>			
Service Provider: [Inset Service Provider name] (Contract name and reference no. to be included in header)			
<b>Project Manager</b>	<b>Service Delivery Manager</b>	<b>Commercial Manager</b>	<b>Systems Manager</b>
[Insert PM Name]	[Insert Service Delivery Manager Name]	[Insert CM Name]	[Insert System Owner's Name]
<b>Summary</b>			
<p>➤ <b>Scope of Variation to the Services</b></p> <p><i>Insert a concise summary of the scope of the Variation to the Services, including any specific deliverables to be provided by the Service Provider</i></p> <p>Full details of the change to the Services required are in Section A</p>			
<p>➤ <b>Performance Management</b></p> <p><i>Insert a concise summary of the changes to the performance regime including any new, or revised, Service Level or performance regimes including any thresholds or trigger levels</i></p> <p>Full details of the performance regime is Section B</p>			
<p>➤ <b>Key Constraints</b></p> <p><i>Insert a concise summary of the constraints on the implementation and/or delivery of the Variation to the Services</i></p> <p>Full details of the Key Constraints are in Section C</p>			
<p>➤ <b>Key dates/Milestone Dates</b></p> <p><i>Provide a timetable for the implementation of the Variation including key dates or Milestone dates (including the deliverables or Services that the Service Provider must provide by each relevant key date or Milestone date)</i></p> <p>Full details of the key dates and Milestone Dates are in Section D</p>			
<p>➤ <b>Assurance</b></p> <p><i>Insert summary of the key Assurance requirements</i></p> <p>Full details of the Assurance requirements are in Section E</p>			
<p>➤ <b>Intellectual Property Rights</b></p> <p><i>Insert summary of any new IPR created no new IPR will be created as part of this Variation</i></p> <p>Full details of the Intellectual Property Rights requirements and verification levels are in Section F</p>			
<p>➤ <b>Charges and payment terms</b></p> <p><i>Insert summary of key payment terms</i></p> <p>Full details of the proposed payment terms are in Section G</p>			
For the Authority: [Transport for London] [insert name] [insert job title]		Signed:	

### APPENDIX 3 – SERVICE PROVIDER RESPONSE

Variation No. [XXXX]	Date [DD-MMM-YY]
<b>VARIATION TITLE:</b>	
Service Provider: [Inset Service Provider name]	
Contract name & reference number: [insert contract name & reference number as it appear on the front cover]	
Service Provider’s Project Manager:	Service Provider Contract Manager:
[Insert PM Name]	[Insert Contract Manager Name]

**Project Description**

➤ **METHOD OF IMPLEMENTATION**

Detail the implementation schedule with Milestone dates.

➤ **FINANCIAL CONSEQUENCES (INCLUDING CHARGES AND SAVING)**

Detail the financial consequences of implementing the Variation showing details of any pricing of the Variation including savings, Project risk (with description), CAPEX and OPEX costs.

➤ **KEY COMMERCIAL ISSUES**

Detail the impact of effecting the Variation on the provision of the Services.

➤ **KEY CONSTRAINTS**

Detail any constraints on the implementation and/or delivery of the Variation to the Services

➤ **ASSUMPTIONS, DEPENDENCIES**

Detail any anticipated Authority and/or Third Party assumptions and dependencies .

➤ **PERFORMANCE MANAGEMENT**

Detail the affect (if any) on the timing of the performance of other obligations under the Contract, including the affect (if any) on any relevant milestone dates.

➤ **RISKS**

Assessment of risks associated with the Variation, including those contained in other areas of the Project Description

➤ **ASSURANCE**

Detail how the Service Provider shall Assure the Authority that the Service Provider will comply with the Contract obligations.

➤ **INTELLECTUAL PROPERTY RIGHTS**

Detail any new IPR created.

➤ **EXTERNAL INTERFACES**

Detail any interfaces with other systems

For the Service Provider: <b>[Service Provider name]</b> <b>[insert name]</b> <b>[insert job title]</b>	Signed:
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## APPENDIX 4 – SERVICE PROVIDER’S PROPOSAL NOTICE

Proposal Ref No. [XXXX]	Date [DD-MMM-YY]
<b>PROPOSAL TITLE:</b>	
Service Provider: [Inset Service Provider name]	
Contract name & reference number: [insert contract name & reference number as it appear on the front cover]	
Service Provider’s Project Manager:	Service Provider Contract Manager:
[Insert PM Name]	[Insert Contract Manager Name]

### Project Description

➤ REASON FOR PROPOSAL

Details the business need for the proposal

➤ METHOD OF IMPLEMENTATION

Detail the implementation schedule with Milestone dates.

➤ FINANCIAL CONSEQUENCES (INCLUDING CHARGES AND SAVING)

Detail the financial consequences of implementing the Variation showing details of any pricing of the Variation including savings, Project risk (with description), CAPEX and OPEX costs.

➤ KEY COMMERCIAL ISSUES

Detail the impact of effecting the Variation on the provision of the Services.

➤ KEY CONSTRAINTS

Details any constraints on the implementation and/or delivery of the Variation to the Services

➤ ASSUMPTIONS, DEPENDENCIES

Detail any anticipated Authority and/or Third Party assumptions and dependencies.

➤ PERFORMANCE MANAGEMENT

Detail the affect (if any) on the timing of the performance of other obligations under the Contract, including the affect (if any) on any relevant milestone dates.

➤ RISKS

Assessment of risks associated with the Variation, including those contained in other areas of the Project Description

➤ ASSURANCE

Detail how the Service Provider shall Assure the Authority that the Service Provider will comply with the Contract obligations.

➤ INTELLECTUAL PROPERTY RIGHTS

Detail any new IPR created.

➤ EXTERNAL INTERFACES

Detail any interfaces with other systems

For the Service Provider: <b>[Service Provider name]</b> [insert name] [insert job title]	Signed:
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## APPENDIX 5 – AUTHORITY TO PROCEED

Variation No. [XXXX]	Date [DD-MMM-YY]
VARIATION TITLE:	
Service Provider: [Inset Service Provider name] (Contract name and reference no. to be included in header)	

Project Manager	Service Delivery Manager	Commercial Manager	Systems Manager
[Insert PM Name]	[Insert Service Delivery Manager Name]	[Insert CM Name]	[Insert System Owner's Name]

Please Refer to Proposed Variation Notice dated [Insert Date] and Service Provider Response dated [Insert Date]. Authority is hereby given for the implementation of the Variation set out below.

Summary	
<p>➤ <b>Summary of changes to the Services</b>  <i>Insert a concise summary of the changes to the deliverables</i>                      Full details of the change to the Services required are in Section A</p>	
<p>➤ <b>Value of Variation</b>  <i>Insert value</i>                      Full details of the performance regime is Section B</p>	
<p>➤ <b>Amended Terms</b>  <i>Insert summary of any changes agreed subsequent to the Service Provider Response. This is to include key constraints, key dates, assurances, IPR and performance management.</i>                      Full details of the Amended Terms are in Section C</p>	
<p>➤ <b>Payment terms</b>  <i>Insert summary of key payment terms</i>                      Full details of the key dates and Milestone Dates are in Section D</p>	
<p>For the Authority:                      [Transport for London]                      [insert name]                      [insert job title]</p>	<p>Signed:</p>

## APPENDIX 6 – REQUIRED VARIATION SETTLEMENT NOTICE

Variation No. [XXXX]	Date [DD-MMM-YY]
<b>VARIATION TITLE:</b>	
Service Provider: [Inset Service Provider name] (Contract name and reference no. to be included in header)	
<b>Authority Project Manager:</b>	<b>Authority Commercial Manager:</b>
[Insert PM Name]	[Insert Commercial Manager Name]

➤ **Nature of issue**

Authority to detail the nature of the issue which is the subject of the Required Variation Settlement Notice

➤ **Agreed Variation terms**

Authority to detail the terms of the Variation as agreed by the Parties

For the Authority: [Transport for London] [insert name] [insert job title]	Signed:
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## APPENDIX 7 – WITHDRAWAL NOTICE

Variation No. [XXXX]	Date [DD-MMM-YY]
VARIATION TITLE:	
Service Provider: [Inset Service Provider name]	
Authority Project Manager:	Authority Commercial Manager:
[Insert PM Name]	[Insert Commercial Manager Name]

Dear [Service Provider Contract Manager],

RE: [Contract name and date]

We are hereby withdrawing Variation [Variation no.] – [Title] with immediate effect. Please cease implementation of the Variation and update your records accordingly.

[Please advise whether any abortive costs have been incurred and, if so, provide full details of such costs within 10 Business Days. - ***Not to be used for Proposed Variations unless an Authority to Proceed has already been issued***]

Copy to: [Authority Contract Manager], [Authority Project Manager]

For the Authority: [Transport for London] [insert name] [insert job title]	Signed:
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## 10. SCHEDULE 10 – IPR MANAGEMENT AND LICENCES

### 1. Introduction

#### 1.1. Scope and Purpose

1.1.1. This Schedule 10 (IPR Management and Licences) sets out the requirements for the Service Provider to develop an IPR Management Plan for the management of Intellectual Property Rights. Nothing in this Schedule shall affect the provisions relating to IPR contained in Clause 29 (Intellectual Property Rights).

1.1.2. The Documents to be submitted by the Service Provider pursuant to this Schedule will be used to provide Assurance to the Authority that the Service Provider is fulfilling its contracted obligations with respect to the management of IPR issues as described in Clause 29 (Intellectual Property Rights) and making available and visible all types of Proprietary Tools and Handback Items as required under this Contract. The Service Provider acknowledges the principal requirements of this process are as follows:

1.1.2.1. the development and delivery of the IPR Management Plan;

1.1.2.2. the availability and visibility to the Authority of information relating to all categories of IPR used in connection with the Concessions System which shall include the development and maintenance of the:

1.1.2.2.1. IPR Register;

1.1.2.2.2. System Architecture Diagram (SAD);

1.1.2.2.3. System Data Flow (SDF);

1.1.2.2.4. Module Breakdown Structure (MBS);

1.1.2.2.5. Module Templates stored within the Module Catalogue; and

1.1.2.2.6. Master Guides referred to within Module Templates;

1.1.2.3. the development and maintenance of the IPR Plan;

1.1.2.4. the depositing of Depositable IPR in the Authority's Depository;

1.1.2.5. the provision of support for the IPR Verification Exercises carried out by the Agent or other nominees;

1.1.2.6. the identification of relevant Third Party essential Grey Box IPR where reasonably practicable; and

1.1.2.7. the availability and visibility of all necessary information relating to Proprietary Tools and Handback Items, and including the development and maintenance of the Proprietary Tools Register and the Handback Items Register.

#### 1.2. Documents to be submitted by the Service Provider

1.2.1. The Service Provider shall prepare or update (as applicable), submit to the Authority for Assurance and maintain the following documents in accordance with the provisions of this Schedule:

1.2.2. the IPR Management Plan;

- 1.2.3. the IPR Register;
- 1.2.4. the Module Catalogue;
- 1.2.5. the SAD;
- 1.2.6. the SDF;
- 1.2.7. the MBS;
- 1.2.8. the IPR Plan;
- 1.2.9. the Proprietary Tools Register; and
- 1.2.10. the Handback Items Register.

## 2. IPR Management Processes

### 2.1. IPR Management Plan

- 2.1.1. The Service Provider shall prepare or update (as applicable), submit and maintain the "**IPR Management Plan**" for Assurance which shall set out the framework within which the Service Provider shall manage Intellectual Property Rights to fulfil its contractual obligations as detailed in Clause 29 (Intellectual Property Rights) and the requirements of this Schedule.
- 2.1.2. The IPR Management Plan shall as a minimum describe the process for:
  - 2.1.3. logging details in, and maintaining, the IPR Register;
  - 2.1.4. lodging the Depositable IPR in relation to the Concessions System (excluding Proprietary Tools) in the Authority's Depository;
  - 2.1.5. maintaining the SAD (the SAD for the Concessions System as at the date of Contract is described at paragraph 5.3 of Schedule 12 (Technical Authority));
  - 2.1.6. maintaining the SDF (the SDF for the Concessions as at the date of Contract is described at paragraph 5.4 of Schedule 12 (Technical Authority));
  - 2.1.7. maintaining the MBS;
  - 2.1.8. conducting the IPR Verification Exercises; and
  - 2.1.9. allocating roles and responsibilities.

### 2.2. System Modularisation

- 2.2.1. The Authority requires processes that provide visibility, management, identification and isolation of IPRs used in relation to the Concessions System. This has been achieved by "**Modularisation**" of the Concessions System. For the purpose of giving the Authority Assurance and ensuring the maintenance of the Modularisation, the Service Provider acknowledges and agrees that:
  - 2.2.1.1. it shall maintain the existing Module Templates and shall create and Assure a Module Template in respect of each new Module which shall:
    - 2.2.1.1.1. have a unique ID for each Module Template which is cross-referred in the MBS and IPR Register;

- 2.2.1.1.2. record and reference all IPRs and licensing, ownership and liability conditions associated directly or indirectly with that Module;
- 2.2.1.1.3. record and reference all Connected Modules;
- 2.2.1.1.4. record all White Box IPR associated directly or indirectly with that Module as a separate unique reference ID for each element of that White Box IPR and ensure that each unique reference ID has a separate related entry in the IPR Register (using that same unique reference ID);
- 2.2.1.1.5. record all Grey Box IPR associated directly or indirectly with that Module as a separate unique reference ID for each element of that Grey Box IPR and ensure that each unique reference ID has a separate related entry in the IPR Register (using that same unique reference ID);
- 2.2.1.1.6. record all Black Box IPR associated directly or indirectly with that Module as a separate unique reference ID for each element of that Black Box IPR and ensure that each unique reference ID has a separate related entry in the IPR Register (using that same unique reference ID); and
- 2.2.1.1.7. include all other information reasonably required by the Authority;
- 2.2.1.2. NOT USED
- 2.2.1.3. a Module will be fully defined when it is completely described by the Module Template to the extent that a competent Third Party could if requested by the Authority:
  - 2.2.1.3.1. rebuild any Software component;
  - 2.2.1.3.2. operate the Module;
  - 2.2.1.3.3. record all Grey Box IPR associated directly or indirectly with that Module as a separate unique reference ID for each element of that Grey Box IPR and ensure that each unique reference ID has a separate related entry in the IPR Register (using that same unique reference ID);
  - 2.2.1.3.4. be able to identify all Connected Modules and their relationship with the Module and all relevant Interface Specifications;
  - 2.2.1.3.5. identify and obtain all necessary Third Party IPR licences and permissions, if still currently available; and
  - 2.2.1.3.6. implement an equivalent and compatible Module;
- 2.2.1.4. it shall complete all Module Templates and Assure them in accordance with the IPR Plan and the provisions of this Schedule;
- 2.2.1.5. it shall follow the Authority's required approach for ensuring Modularisation and the development of any Module Template for the recording of Module IPR information; and
- 2.2.1.6. it shall update or create (as applicable) an IPR Register in accordance with the provisions of this Schedule which shall be structured so that it is simple to extract all referenced IPRs associated with a given Module and to identify all Connected Modules and any other Modules associated with a given IPR.

2.2.2. The Service Provider shall deposit all Depositable IPR in the Authority's Depository in accordance with paragraph 2.8 of Schedule 10 (IPR Management and Licences).

2.2.3. The Service Provider shall prepare or update (as applicable) and maintain a "**Module Catalogue**" for Assurance which shall comprise all of the Module Templates identified in the MBS. The Module Catalogue shall be ordered in ascending order according to the Module ID. The Service Provider agrees that:

2.2.3.1. in addition to its obligations under paragraph 2.6 of this Schedule, it shall at any time carry out updates and amendments to the MBS, at the Authority's reasonable request;

2.2.3.2. the Authority may require the Service Provider to add, delete, merge or redefine Module boundaries and the Service Provider shall prepare and implement a new Module Template for that Module and all Connected Modules in such circumstances;

2.2.3.3. the Authority shall determine the numbering ranges and unique reference identifiers used in the Module Catalogue, Module Templates or the MBS; and

2.2.3.4. the Service Provider shall provide such assistance and support as may be reasonably required by the Authority pursuant to this paragraph 2.2.3,

provided that, in relation to any changes requested or required by Authority pursuant to paragraphs 2.2.3.1 or 2.2.3.2 of this Schedule subsequent to the Assured version of the MBS and otherwise than to address any failure by the Service Provider to comply with its obligations under this Schedule or otherwise under this Contract, such changes shall be made in accordance with Clause 41 (Contract Variation).

2.2.4. The Service Provider shall ensure that all referenced IPR (i.e. all Black Box IPR, Grey Box IPR and White Box IPR entries in each of the Module Templates from time to time) will have an entry in the IPR Register unless agreed otherwise in writing with the Authority.

2.2.5. The Module Catalogue and each Module Template required therein at the relevant time shall be updated by the Service Provider and issued to the Authority ten (10) Business Days in advance of each IPR Review Committee meeting.

2.2.6. The Service Provider shall include all IPR relating to those aspects of the Concessions System for which the Service Provider has responsibility or obligations under this Contract, including but not limited to IPR related to Concessions System monitoring, within the relevant Module in the MBS or, if no such Module exists, include such IPR at overall Concessions System level.

## 2.3. IPR Register

2.3.1. The Service Provider shall prepare or update (as applicable), submit and maintain the "IPR Register" for Assurance. The IPR Register shall include the following minimum information with respect to all Intellectual Property Rights used in or in connection with or relating to the Concessions

System or the provision of the Services (excluding any Intellectual Property Rights subsisting in Proprietary Tools or Handback Items):

- 2.3.1.1. the unique reference ID referred to in paragraph 2.2.1.1.4 to 2.2.1.1.6 for each element;
- 2.3.1.2. the description of the entry to which that unique reference ID relates (if the entry is a document, the description will be the title of the document);
- 2.3.1.3. the Module IDs that use this entry;
- 2.3.1.4. the type of each Intellectual Property Right:
  - 2.3.1.4.1. patent;
  - 2.3.1.4.2. patent application;
  - 2.3.1.4.3. registered design;
  - 2.3.1.4.4. registered trade mark;
  - 2.3.1.4.5. copyrighted software;
  - 2.3.1.4.6. copyrighted software library;
  - 2.3.1.4.7. Third Party IPR licence/agreement;
  - 2.3.1.4.8. copyrighted specification;
  - 2.3.1.4.9. copyrighted guide/manual;
  - 2.3.1.4.10. domain names; or
  - 2.3.1.4.11. if none of the above types is applicable, a free-text description of the relevant Intellectual Property Right;
- 2.3.1.5. the details of the legal and beneficial owner and the basis on which these are owned;
- 2.3.1.6. the licensee(s);
- 2.3.1.7. the date the entry was added to the IPR Register;
- 2.3.1.8. whether Intellectual Property Rights relate to any element of the Concessions System or the Services which is Commercial Off-The-Shelf and/or is subject to any open source licence referred to under Clause 29 (Intellectual Property Rights);
- 2.3.1.9. when those Intellectual Property Rights were created if they were created after the Service Commencement Date and, where reasonably possible, if they were created before the Service Commencement Date;
- 2.3.1.10. details of whether Intellectual Property Rights were created either:
  - 2.3.1.10.1. prior to the Service Commencement Date; or
  - 2.3.1.10.2. under or in connection with this Contract;
- 2.3.1.11. alternative references for the entry (for Concessions System compatibility);

- 2.3.1.12. associated references for the entry (e.g. any licence agreement associated with software or patent, the licence number where the IPR is a Third Party IPR licence, the patent number and territory in which the patent is granted where the IPR is a patent);
  - 2.3.1.13. additions, deletions or modifications to the entry (which shall be highlighted); and
  - 2.3.1.14. the category of intellectual property (i.e. Black Box IPR, Grey Box IPR or White Box IPR relating to the Services and Concessions System).
- 2.3.2. The IPR Register shall be easily capable of being ordered by Module ID.
- 2.3.3. The IPR Register shall be updated by the Service Provider and issued to the Authority ten (10) Business Days in advance of each IPR Review Committee meeting. Where the Service Provider fails to submit the IPR Register in accordance with this paragraph, the Service Provider shall prepare and issue a Corrective Action Plan in accordance with Schedule 14 (Assurance).
- 2.4. System Architecture Diagram (SAD)**
- 2.4.1. The Service Provider shall ensure that the most recent version of the SAD is provided to the Authority no later than ten (10) Business Days in advance of each IPR Review Committee meeting. If the Service Provider fails to comply with this obligation it shall prepare and issue a Corrective Action Plan in accordance with Schedule 14 (Assurance).
- 2.5. System Data Flow (SDF)**
- 2.5.1. Subject to the Authority implementing a Variation in accordance with Clause 41 (Contract Variation), the Service Provider shall provide an Application Data Feed diagram for Assurance for each Application Module which describes the data flows within the application and between associated Modules and Software and/or data resources (e.g. Software libraries, utilities) via physical, logical and Software interfaces. The Application Data Feed diagrams shall cross reference the MBS and relevant entries in the Module Catalogue.
- 2.5.2. The Service Provider shall ensure that the most recent version of the SDF is provided to the Authority no later than ten (10) Business Days in advance of each IPR Review Committee meeting. If the Service Provider fails to comply with this obligation it shall prepare and issue a Corrective Action Plan in accordance with Schedule 14 (Assurance).
- 2.6. Module Breakdown Structure (MBS)**
- 2.6.1. The Service Provider shall maintain the MBS for Assurance which consists of a logical representation of the hardware, software and processes that comprise the Concessions System. The MBS shall break the Concessions System down into a logical module hierarchy. Each Module shall have its own unique Module ID, a short name/title, and relate to a Module Template. Where there is more than one separate technology delivering the same or substantially the same functionality these shall be

separate Modules with their own unique Module ID and Module Template. If the Service Provider fails to comply with this obligation it shall prepare and issue a Corrective Action Plan in accordance with Schedule 14 (Assurance).

2.6.2. The Service Provider shall ensure that the MBS, SAD, Module Catalogue, IPR Register, SDF and, where appropriate, the Proprietary Tools Register and Handback Items Register all align (e.g. they use common Module IDs, titles and descriptions).

2.6.3. The MBS shall be updated by the Service Provider and re-issued to Authority ten (10) Business Days in advance of each IPR Review Committee meeting, save that the Service Provider shall not be required to update and issue the MBS more than once in any consecutive three (3) month period.

## 2.7. The IPR Plan

2.7.1. The Service Provider shall prepare or update (as applicable), submit and maintain a detailed IPR Plan in accordance with the requirements for Project Plans set out in paragraph 3.1 of Schedule 13 (Project and Programme Lifecycle) and for Assurance. If the Service Provider fails to comply with this obligation it shall prepare and issue a Corrective Action Plan in accordance with Schedule 14 (Assurance).

## 2.8. IPR Deposit

2.8.1. The Service Provider shall deposit all Depositable IPR in connection with the Concessions System and/or the Services into the Authority Depository in accordance with the requirements of the Contract and for Assurance, including:

2.8.1.1. the IPR Register and the Module Catalogue (including all items that they refer to or rely on);

2.8.1.2. all Black Box IPR relating to the Services and Concessions System;

2.8.1.3. all Grey Box IPR relating to the Services and Concessions System;

2.8.1.4. all Module Templates held within the Module Catalogue;

2.8.1.5. all Master Guides; and

2.8.1.6. all White Box IPR relating to the Services and Concessions System,

but excluding the Handback Items and Proprietary Tools.

2.8.2. The Service Provider shall deposit all new Depositable IPR in connection with the Concessions System and/or the Services (but excluding Handback Items and Proprietary Tools) and update all relevant Module Templates for relevant Modules and Connected Modules at least every three (3) months. The Service Provider shall notify the Authority in writing within ten (10) Business Days of each such deposit being made.

2.8.3. The Service Provider shall:

2.8.3.1. ensure that all Depositable IPR deposited or to be deposited in the Authority Depository from time to time:

- 2.8.3.1.1. includes all human-readable and non-human readable versions of that IPR; and
- 2.8.3.1.2. is on media suitable to enable a reasonably skilled programmer, technician or analyst to access and use the deposited Depositable IPR, and which is acceptable to Authority;
- 2.8.3.2. ensure that, in respect of each single item of media deposited or to be deposited in the Authority Depository from time to time:
  - 2.8.3.2.1. such item contains IPR relating solely to one Module; and
  - 2.8.3.2.2. such item clearly and appropriately identifies the relevant Module ID to which the IPR relates, the date on which the item of media was created and its version number, provided that the Service Provider is not required to deposit all of the IPR relating to a particular Module on a single item of media;
- 2.8.3.3. in respect of any Third Party object code, executables, application interfaces ("**APIs**") and all libraries that the Service Provider deposits or is required to deposit in the Authority Depository, ensure that it has full right and authority to do so;
- 2.8.3.4. deliver with each deposit of Depositable IPR a complete list and reference of all the contents of that deposit in a form acceptable to the Authority in its absolute discretion and in a human-readable and searchable electronic format, which shall include as a minimum the following information:
  - 2.8.3.4.1. details of the deposit including its full name (i.e. the original name together with any new names given to the applicable Depositable IPR by the Authority and/or the Service Provider), version details, media type, backup command/Software used, compression used, archive hardware and operating system details;
  - 2.8.3.4.2. password/encryption details required to access the deposited Depositable IPR; and
  - 2.8.3.4.3. identification (using the searchable keyword "CHANGED") of where any Depositable IPR deposit has been added, removed or modified with respect to any previous Depositable IPR deposit;
- 2.8.3.5. deliver a replacement copy of deposited Depositable IPR specified in a notice served upon it by the operator from time to time of the Authority Depository within fourteen (14) days of receipt of such notice;
- 2.8.3.6. if requested by the Authority, deposit a backup copy of the object code, executables, APIs and all libraries (subject to the Service Provider having such rights to do so) of any Third Party software package required to access or otherwise use the deposited Depositable IPR;
- 2.8.3.7. ensure that the method of Depositable IPR deposit to the Authority Depository shall meet the Authority's reasonable requirements for information security, including authentication, confidentiality and integrity, which shall include, but not be limited to, the following requirements:

- 2.8.3.7.1. all deposited Depositable IPR shall be encrypted when in transit and where practical, also in storage, in accordance with a method that is approved in writing by the Authority;
- 2.8.3.7.2. the Authority's preferred method of encryption referred to in paragraph 2.8.3.7.1 above (which may be revised at the Authority's discretion) is that the Authority, the operator from time to time of the Authority Depository and the Service Provider will each have a PGP public/private key pair. The public keys will be distributed by secure physical means to each of the Authority, the Service Provider and the operator from time to time of the Authority Depository and the Service Provider will sign all Depositable IPR deposits with its private key and encrypt them using the public keys of both the Authority and the operator from time to time of the Authority Depository; and
- 2.8.3.7.3. in relation to any deposited Depositable IPR which constitutes Security Materials, the Authority may request that the Service Provider uses a separate PGP public/private key pair for all or some of those Security Materials;
- 2.8.3.8. ensure that the form of Depositable IPR deposit allows for ease of access, retrievability and verification, as specified by the Authority from time to time. Scanned or otherwise captured images of documents shall only be used for the Depositable IPR deposit in circumstances where no electronic source document exists, unless otherwise agreed by the Authority in writing;
- 2.8.3.9. not instruct or authorise the operator of the Authority Depository from time to time to remove or destroy any existing Depositable IPR deposit (whether added to, amended, updated or replaced pursuant to this Schedule or not) without the Authority's prior written consent;
- 2.8.3.10. ensure that, where the Service Provider is obliged pursuant to this Contract to add to, amend, update or replace all or any part of an existing IPR deposit contained on a single item of media, then the Service Provider shall replace that single item of media with a single item of media containing the additional, amended, updated or replaced IPR as well as all other existing IPR that was contained on the replaced item of media; and
- 2.8.3.11. ensure that, where the Service Provider is obliged pursuant to this Contract to remove part of an existing IPR deposit contained on a single item of media, then the Service Provider shall replace that single item of media with a single item of media that does not contain the relevant IPR but does contain all other existing IPR that was contained on the replaced item of media.
- 2.8.4. Without prejudice to Clause 24 (Records, Audit and Inspection):
- 2.8.4.1. the Service Provider will fully co-operate with the Authority, each Agent and the operator from time to time of the Authority Depository in relation to the deposit of Depositable IPR, IPR Verification Exercises and testing the deposit mechanism or revisions to it; and

2.8.4.2. the Authority may from time to time carry out information security audits on each Agent and/or Service Provider and the Service Provider will fully co-operate with such Authority audits.

2.8.5. The Service Provider acknowledges and agrees that:

2.8.5.1. the Authority may, at its discretion, consult with the Service Provider and agree such terms as it considers fit with each Agent in relation to the carrying out of IPR Verification Exercises, including in respect of access to and timings for release of IPR to the Authority and/or Third Parties (subject to the provisions of Clause 29 (Intellectual Property Rights)); and

2.8.5.2. it shall not enter into or require any agreement (including a non-disclosure or confidentiality agreement) with any Agent (or other Authority nominee), or block, delay or hinder any IPR Verification Exercise and/or the deposit of Depositable IPR in accordance with this Contract (including with respect to any off-site or on-site access or involvement by the Authority or any Third Party relating to the Service Provider or the Service Provider's sub-contractors' premises required in relation to such verification or deposit, subject to the Authority (or its nominee) giving the Service Provider reasonable notice).

## 2.9. IPR Verification Exercises

2.9.1. Without prejudice to Clauses 24 (Records, Audit and Inspection) and 29 (Intellectual Property Rights), in order to ensure that the Depositable IPR deposits made by the Service Provider into the Authority Depository are an accurate representation of the IPR required for the Concessions System and the provision of the Services, the Authority may from time to time itself or using the Agent or another competent Third Party of its choosing carry out "**IPR Verification Exercises**" to ensure that each Module and all Connected Modules comply with the requirements of paragraph 2.2.1 of this Schedule and, in particular, that a competent Third Party could, if requested by Authority, carry out everything in paragraph 2.2.1.3 of this Schedule in relation to each Module and all Connected Modules. Such exercises may include but are not limited to:

2.9.1.1. attempting to re-build a Module from existing registered material or constructing an equivalent Module based on the Module Template;

2.9.1.2. confirming that all documents that are directly or indirectly referenced by a Module Template and/or its Master Guides including all Connected Modules are accessible, listed in the IPR Register and up-to-date;

2.9.1.3. reviewing the set of Black Box IPR documentation for a Module and determining whether the set of documentation is complete;

2.9.1.4. reviewing the set of Black Box IPR documentation for a Module and determining whether the documents are accurate and sufficient for a Third Party to implement a fully compliant Module;

2.9.1.5. carrying out IPR searches to verify that a Module's Grey Box IPR section in the Module Template is complete and correct;

- 2.9.1.6. carrying out IPR searches to verify the Service Provider's compliance with its obligation to use reasonable efforts to identify relevant IPR owned by Third Parties;
- 2.9.1.7. confirming that any IPR requiring a Third Party licence and used by the Service Provider in a Module has been correctly licensed; and
- 2.9.1.8. verifying that all White Box IPR materials have been deposited, including verification that:
  - 2.9.1.8.1. a Module's Master Software Build Guide and the documents and Software that it references are sufficient to re-build the Module's Software;
  - 2.9.1.8.2. a Module's Master Operational Guide and the documents it references are sufficient to operate the Module;
  - 2.9.1.8.3. a Module's Master Installation & Maintenance Guide and the documents it references are sufficient to fully install and maintain the Module; and
  - 2.9.1.8.4. any of the foregoing has been done in relation to any Connected Modules,

and the Service Provider acknowledges that this may require the Agent to remove the relevant Depositable IPR from the Authority Depository and use the test system in order to rebuild the relevant Module.

- 2.9.2. The Service Provider shall co-operate with the Authority, its Agent or other nominee to describe to the Authority, its Agent or other nominee the Software development, simulation and test environments relevant for rebuilding and testing any Module.
- 2.9.3. The Service Provider shall co-operate with the Authority, its Agent or other nominee as reasonably required to carry out any IPR Verification Exercises and to make appropriate test facilities available to enable the Authority, its Agent or other nominee to test and verify any Module pursuant to any IPR Verification Exercises.
- 2.9.4. If any discrepancies are identified by an Agent or the Authority's nominee, then the Service Provider shall promptly make good the Depositable IPR deposit at the earliest opportunity or, as a minimum, by the time of the next deposit.
- 2.9.5. Any disputes shall initially be referred to the IPR Review Committee meeting.
- 2.9.6. Subject to paragraph 2.9.7, the Authority shall bear the costs of each Agent in respect of any IPR Verification Exercise.
- 2.9.7. If a discrepancy is identified which is demonstrated to have arisen from the Service Provider's failure to fulfil its obligations under Clause 29 (Intellectual Property Rights) or this Schedule 10 (IPR Management and Licences) the Service Provider shall assume all costs:
  - 2.9.7.1. of the Agent(s) from the date on which the discrepancy was first identified; and

2.9.7.2. associated with remedying the failure and any subsequent further verification which the Authority may reasonably require.

## 2.10. Proprietary Tools Register

2.10.1. The Service Provider shall prepare or update (as applicable), submit and maintain the "**Proprietary Tools Register**" for Assurance which shall include the following minimum information with respect to each type of Proprietary Tool (the level of detail for each type to be reasonably determined by Authority):

2.10.1.1. the unique reference ID;

2.10.1.2. the description of the entry (if the entry is a document, the description will be the title of the document);

2.10.1.3. the Module IDs that use this entry, where appropriate;

2.10.1.4. the details of the legal and beneficial owner and the basis on which these are owned;

2.10.1.5. the date the entry was added to the Proprietary Tools Register;

2.10.1.6. all additions, deletions or modifications to the entry (which shall be highlighted);

2.10.1.7. the functional area (e.g. field operations, stores, workshop);

2.10.1.8. the purpose; and

2.10.1.9. the alternatives to use (e.g. Authority purchase on open market).

2.10.2. The Proprietary Tools Register shall be updated and provided to Authority by the Service Provider within two (2) months following the Service Commencement Date and thereafter at least every six (6) months following the anniversary of the Service Commencement Date. If the Service Provider fails to comply with this obligation it shall prepare and issue a Corrective Action Plan in accordance with Schedule 14 (Assurance).

2.10.3. In the event that the Authority disagrees with the Service Provider's designation of any Intellectual Property Rights as Proprietary Tools or in relation to any entry on the Proprietary Tools Register, the Parties agree that any such disputes will be determined in accordance with Clause 33 (Dispute Resolution).

## 2.11. Handback Items Register

2.11.1. The Service Provider shall prepare, submit and maintain the "**Handback Items Register**" for Assurance in accordance with this paragraph 2.11. The Handback Items Register shall include the following minimum information with respect to each type of Handback Item (the level of detail for each type to be reasonably determined by Authority):

2.11.1.1. the unique reference ID;

2.11.1.2. the description of the entry (if the entry is a document, the description will be the title of the document);

2.11.1.3. the Module IDs that use this entry, where appropriate;

2.11.1.4. the number/quantity per type;

2.11.1.5. the date the entry was added to the Handback Items Register;  
and

2.11.1.6. all additions, deletions or modifications to the entry (which shall be highlighted).

2.11.2. The Handback Items Register shall be provided to the Authority by the Service Provider within twelve (12) months following the Service Commencement Date and then provided and updated thereafter at least every six (6) months following the anniversary of the Service Commencement Date. If the Service Provider fails to comply with this obligation it shall prepare and issue a Corrective Action Plan in accordance with Schedule 14 (Assurance).

### **2.12. Document Review and Updating**

2.12.1. The Service Provider shall review and update the IPR Management Plan for Assurance at least every twelve (12) months from the anniversary of the Service Commencement Date through to the Expiry Date. If the Service Provider fails to comply with this obligation it shall prepare and issue a Corrective Action Plan in accordance with Schedule 14 (Assurance).

2.12.2. All deliverables under this Schedule (e.g. IPR Management Plan, Module Catalogue, IPR Register, MBS, SAD, System Data Flows, Proprietary Tools Register and Handback Items Register) shall be issue controlled and changes from the previous version shall be clearly identified.

2.12.3. The Service Provider shall identify and explain the reasons for the changes and linking these where applicable to either:

2.12.3.1. Changes referencing specific Variations;

2.12.3.2. Changes initiated or undertaken by the Service Provider; or

2.12.3.3. remedial actions following Authority verification exercises or audits.

2.12.4. IPR can only be removed by the Service Provider from the Module Catalogue or IPR Register if approved by the IPR Review Committee meeting.

### **3. IPR Review Committee meetings**

**3.1.** The IPR Review Committee meeting shall be held once in every three (3) months period following the Service Commencement Date. Additionally, the Authority shall have the right to call a meeting of the IPR Review Committee within twenty (20) Business Days of:

3.1.1. the completion of each material Change to the Concessions System;  
and

3.1.2. the Expiry Date.

**3.2.** Such meetings shall take place at a location to be determined by Authority and notified to the Service Provider no later than five (5) Business Days in advance of such IPR Review Committee meeting taking place.

**3.3.** The IPR Review Committee shall comprise four (4) persons: two (2) representatives from each of the Authority and the Service Provider.

- 3.4.** The Service Provider and the Authority shall each nominate their lead representative to co-ordinate IPR matters.
- 3.5.** At each meeting, the IPR Review Committee shall:
- 3.5.1. review the Intellectual Property Rights added to and removed from the IPR Register since the last meeting and updates to the Module Catalogue, MBS, SAD, IPR Plan and System Data Flows; and
  - 3.5.2. review the Proprietary Tools Register and Handback Items Register.
- 3.6.** The IPR Review Committee shall determine which category any new Intellectual Property Rights fall within, including:
- 3.6.1. Core Intellectual Property Rights;
  - 3.6.2. Authority-Owned Technology;
  - 3.6.3. Commercially Available Products; or
  - 3.6.4. Open-Source Software,

acknowledging that tangible IPR may fall into more than a single category and the determination of the IPR Review Committee shall be recorded on the IPR Register.

- 3.7.** At each of its meetings, the IPR Review Committee shall decide what Depositable IPR (excluding Proprietary Tools and Handback Items) it will be necessary for the Service Provider to deposit with the Agent (or other Third Party nominated by the Authority to operate and manage the Authority Depository) in order that the total Depositable IPR (excluding Proprietary Tools and Handback Items) so deposited provides adequate information and instruction for the purpose of meeting the Authority's IPR management requirements under this Schedule, and the Service Provider shall carry out all such remedial actions as the IPR Review Committee may determine in order to meet these requirements.
- 3.8.** Subject to the provisions of Clause 31 (Confidentiality, Announcements and Transparency), each Party shall provide all information and Documentation reasonably requested by the other Party in order for the IPR Review Committee to decide the nature of each Intellectual Property Right and to identify the Depositable IPR required to be deposited by the Service Provider with the Agent.
- 3.9.** The Service Provider shall provide to the IPR Review Committee any published or unpublished patent applications made by the Service Provider Group or patents pending relating to the Services and Concessions System.

**APPENDIX 1 – NOT USED**

## **APPENDIX 2 – INTELLECTUAL PROPERTY RIGHTS - JOINT OWNERSHIP MODEL**

- 3.1.** The Parties shall, from the Contract Commencement Date, be joint owners in equal undivided shares of the Core Intellectual Property Rights in the Concessions System. To the extent necessary to give effect to this clause, the Service Provider shall assign an equal share of the Core Intellectual Property Rights in the Concessions System as at the Contract Commencement Date to the Authority.
- 3.2.** The Authority acknowledges that the Service Provider is the licensee of the Commercially Available Products and the Open-Source Software and as such may not be permitted to assign ownership in the Commercially Available Products or the Open-Source Software. The Service Provider shall provide to the Authority, by no later than the date when the relevant Module Template is created pursuant to paragraph 2.2.1 of Schedule 10(IPR Management and Licences), a licence including the right to grant unrestricted multiple sub-licences when the Service Provider's licence of the said Commercially Available Products or Open-Source Software permits it to do so. Where the Service Provider's licence for Commercially Available Products or Open-Source Software does not permit the granting of a licence to the Authority, the Service Provider shall use reasonable endeavours to procure for the Authority, at the Authority's cost, a separate licence on substantially similar terms for the same Commercially Available Products or Open-Source Software. The Service Provider shall use reasonable endeavours to obtain Commercially Available Products and/or Open-Source Software on terms that permit sub-licensing.
- 3.3.** The Service Provider warrants that the content of Schedule 16 (Commercially Available Products and Open-Source Software) sets out a full list of the Commercially Available Products and the Open-Source Software used in the Concessions System at the Contract Commencement Date and that it will, within 30 Business Days of the Contract Commencement Date, produce for the Authority the Configuration Guide. If either Party becomes aware of further commercially available products or open source software present in the Concessions System, it shall notify the IPR Review Committee of this at the next IPR Review Committee meeting and will produce a revised Configuration Guide which brings up to date the information about the Commercially Available Products or the Open-Source Software.
- 3.4.** All the Service Provider-Owned Technology shall remain the exclusive property of the Service Provider (or, where applicable, the third party from whom the Service Provider's right to use the relevant software is derived).
- 3.5.** All the Authority-Owned Technology shall remain the exclusive property of the Authority (or, where applicable, the third party from whom the Authority's right to use the relevant software is derived).
- 3.6.** If at any time the Parties agree that the Core Intellectual Property Rights in the Concessions System are registrable the Service Provider shall be responsible for the filing and prosecution of applications for registration on behalf of the Parties and in their joint names in such countries as the Parties

agree in writing. The Service Provider shall be responsible for the maintenance and renewal of any such registrations in such countries, subject to the Authority's co-operation in the provision of all necessary assistance, information and instructions and contributing an equal proportion of any reasonably incurred fees and costs, including agents' and lawyers' fees, in relation to such registrations, provided that:

- 3.6.1. if only one Party wishes to apply for registration in any country or countries, the Party wishing to apply may do so at its sole cost and expense on behalf of both Parties and in their joint names, and the Party not making such an application shall provide the Party making the application with all necessary assistance, information, and instruction;
  - 3.6.2. neither Party shall amend or abandon any registration in respect of which the Parties are jointly registered without the other Party's written consent which shall not be unreasonably withheld, conditioned or delayed; and
  - 3.6.3. the Party making an application for registration shall consult with the other Party at reasonable intervals concerning the application for and maintenance of such registration.
- 3.7. The Parties shall manage all of the Intellectual Property Rights in or connected to the Concessions System in accordance with the Contract and in particular the requirements of Schedule 10 (IPR Management and Licences).
  - 3.8. The Parties agree that the ongoing supervision and management of the Intellectual Property Rights in the Concessions System shall be undertaken by a committee made up of representatives from both Parties (the "**IPR Review Committee**"). The Service Provider and the Authority have each nominated two (2) individuals who shall be the initial members of the IPR Review Committee, as set out in Schedule 10 (IPR Management and Licences).
  - 3.9. The IPR Review Committee shall be the principal forum through which the Service Provider and the Authority shall review, examine, monitor, manage and test the respective ongoing technology developments of the Parties relating to the Concessions System and to decide whether or not the same shall fall within the Concessions System.
  - 3.10. The scope of the IPR Review Committee's authority is limited to (a) requiring that a complete and accurate copy of the Concessions System be created by the Parties at object code and source code level which shall be loaded onto such encrypted transportable storage device as shall be nominated by the IPR Review Committee and made available to each of the Parties ("**Modified Back Up**") and (b) the matters envisaged in Schedule 10 (IPR Management and Licences). The IPR Review Committee will not have an executive decision making function and shall not have authority to determine matters relating to legal rights and obligations of the Parties set out in the Contract ("**Scope of Authority**").
  - 3.11. The IPR Review Committee may only determine matters within its Scope of Authority. Any matters outside of its Scope of Authority shall not be addressed in any IPR Review Committee meeting and any attempt to bind the Parties in any way which is outside of the Scope of Authority shall be unenforceable.

- 3.12.** The Parties hereby consent with effect from the Contract Commencement Date to each other using and exploiting (and in the case of the Authority, the Authority Group and in the case of the Service Provider, the Service Provider Group using and exploiting) on an irrevocable, perpetual, non-exclusive, [non-transferable], worldwide, royalty-free basis, the Core Intellectual Property Rights in the Concessions System as either Party may see fit (subject to the restrictions contained in paragraph 3.24 to 3.26 (inclusive)) including the granting of sub-licences to third parties (each with a right to grant multiple sub-licenses to other third parties on equivalent terms).
- 3.13.** The Parties acknowledge that, to the fullest extent permitted by the relevant licence terms, neither Party shall limit the other Party's use of the Commercially Available Products or the Open-Source Software.
- 3.14.** Each Party shall be entitled to copy, decompile and reverse engineer the Core Intellectual Property Rights in the Concessions System and shall (subject to the restrictions contained in paragraph 3.24 to 3.26 (inclusive)) be permitted to grant sub-licences. Each Party shall be entitled to modify, adapt, develop and improve the Core Intellectual Property Rights in the Concessions System or update the Configuration Guide and shall (subject to the restrictions contained in paragraph 3.24 to 3.26 (inclusive)) be permitted to grant sub-licences ("**Developments**") as it sees fit. All such Developments shall be notified to the IPR Review Committee at the next IPR Review Committee meeting following the date that the Developments are completed (or at a later IPR Review Committee meeting by agreement of the Parties) to be reviewed by the IPR Review Committee in accordance with Schedule 10 (IPR Management and Licences).
- 3.15.** Notwithstanding paragraph 3.12, the Service Provider shall be entitled to continue using the Core Intellectual Property Rights in the Concessions System in the ordinary course of its business which shall include the licensing of the Concessions System (in its existing and modified format) to its other customers or potential customers.
- 3.16.** For the avoidance of doubt, the Authority shall be entitled to use the Core Intellectual Property Rights in the Concessions System for procuring and providing the Authority Services which may include the licensing of the Concessions System (in its existing and modified format) to third parties at the Authority's sole discretion save that such third parties shall only use the Concessions System for the purposes of delivering the Authority Services on behalf of the Authority.
- 3.17.** The Service Provider warrants that, up to the Contract Commencement Date:
- 3.17.1. the Service Provider is the sole legal and beneficial owner of the Core Intellectual Property Rights in the Concessions System;
  - 3.17.2. the Service Provider has not assigned any of the Core Intellectual Property Rights in the Concessions System to any person;
  - 3.17.3. the Service Provider has not licensed any of the Core Intellectual Property Rights in the Concessions System save in the ordinary course of its business;

- 3.17.4. the Core Intellectual Property Rights in the Concessions System are free from any security interest, option, mortgage, charge or lien;
- 3.17.5. the Core Intellectual Property Rights in the Concessions System do not infringe the rights of any third party; and
- 3.17.6. the Service Provider is unaware of any infringement of any of the Core Intellectual Property Rights in the Concessions System.
- 3.18.** With respect to the Commercially Available Products and Open-Source Software, the Service Provider shall at its own expense, indemnify the Authority from any reasonable losses, damages, costs (including legal fees) and expenses incurred by or awarded against the Authority as a result of any changes or configurations made to the Commercially Available Products and Open Source Software by the Service Provider where such losses, damages, costs (including legal fees) and expenses arise from a breach of the licence terms of the Commercially Available Products and Open-Source Software.
- 3.19.** The Parties agree that there shall be a final IPR Review Committee meeting within 5 Business Days of termination of the Contract. This meeting shall determine whether any outstanding Developments form part of the Concessions System in accordance with paragraph 3 of Schedule 10 (IPR Management and Licences).
- 3.20.** Within 5 Business Days from the date of the final IPR Review Committee meeting, the Parties shall produce a complete and accurate copy of the Core Intellectual Property Rights in the Concessions System as at the date of termination. The copy shall be at object code and source code level and shall be loaded onto the same type of encrypted transportable storage device used to create the most recent Modified Back Up or, if no such Modified Back Up has been created, using such encrypted transportable storage device as determined by the Parties (the "**Final Back Up**"). The Final Back Up shall include the most recent Configuration Guide and any other information reasonably required by each Party so that both Parties shall be able to continue operating the Concessions System independently of each other.
- 3.21.** Both Parties shall be entitled to a copy of the Final Back Up which shall be created by the Party or Parties hosting the Concessions System on the termination date.
- 3.22.** The Party creating the Final Back Up shall distribute the Final Back Up in the time frame set out in paragraph 3.20 and shall separately distribute the full and accurate encryption codes to the Parties by a separate secure communication method in such manner and time frames to be determined by the Parties. The cost of creating and distributing the Final Back Up (and encryption codes) shall be borne in equal share between the Parties.
- 3.23.** Following the termination of the Contract, each Party may use the Core Intellectual Property Rights in the Concessions System and Configuration Guide contained in its own copy of the Final Back Up on the terms set out in paragraph 3.12. For the avoidance of doubt the permission contained in paragraph 3.12 of the Contract shall survive termination.
- 3.24.** Neither Party (a "**Disclosing Party**") shall disclose to any third party ("**Recipient**") the Core Intellectual Property Rights in the Concessions

System without requiring the Recipient to enter into a written confidentiality undertaking with the Disclosing Party in the form set out in Schedule 17 (Confidentiality Undertaking) (the "**Confidentiality Undertaking**"), provided that this restriction shall not apply to disclosures by the Disclosing Party to:

- 3.24.1. any of its directors, officers, employees, auditors, advisers, agents or any member of the Authority Group or the Service Provider Group;
  - 3.24.2. in the case of the Service Provider, any sub-contractor in connection with the performance of the Service Provider's obligations under the Contract, provided that the Service Provider shall require that such sub-contractor shall comply with the provisions of Schedule 17 (Confidentiality Undertaking) and the Service Provider shall be responsible to the Authority if that sub-contractor does not do so;
  - 3.24.3. in the case of the Service Provider, licensing the Concessions System in its existing or modified form to existing or potential customers of the Service Provider;
  - 3.24.4. any other persons or bodies having a statutory or regulatory right or duty to know (including, in the case of the Authority, under freedom of information legislation) or a court or arbitrator of competent jurisdiction.
- 3.25.** If the Disclosing Party has reasonable grounds to suspect that any Core Intellectual Property Rights in the Concessions System are being used other than as expressly permitted under the Contract by the Recipient:
- 3.25.1. the Disclosing Party shall, upon having such suspicions or upon written request from the other Party to the Contract ("**Non-Disclosing Party**"), immediately inform the Non-Disclosing Party in writing of all persons to whom the Core Intellectual Property Rights in the Concessions System were disclosed by the Disclosing Party (including identifying details of the Core Intellectual Property Rights in the Concessions System so disclosed and the dates of disclosures and supplying the Non-Disclosing Party with a copy of all relevant undertakings referred to in paragraph 3.24), provided that, in the case of the Authority where the Authority determines in its discretion that an ongoing procurement exercise may be prejudiced by the Authority's doing so:
    - 3.25.1.1. the Authority shall not be required to inform the Service Provider of all persons to whom those Core Intellectual Property Rights in the Concessions System were disclosed by the Authority or supply those undertakings to the Service Provider prior to award of the applicable contract or otherwise prior to the conclusion of the applicable procurement exercise; and
    - 3.25.1.2. the Authority shall, if the Service Provider demonstrates to the Authority's reasonable satisfaction that a particular third party has or is likely to have misused those Core Intellectual Property Rights in the Concessions System, confirm whether or not the Authority has disclosed those Core Intellectual Property Rights in the Concessions System to that third party and supply to the Service Provider the executed Confidentiality Undertaking signed by that third party if the Authority has disclosed those Core Intellectual Property Rights in the Concessions System to that third party; and

- 3.25.2. if the Disclosing Party believes that a Recipient may also be misusing the Core Intellectual Property Rights in the Concessions System, the Disclosing Party may request in writing that the Non-Disclosing Party, and the Non-Disclosing Party shall thereafter, fully co-operate with the Disclosing Party, and promptly provide all information reasonably requested by the Disclosing Party at the Disclosing Party's reasonable cost, in connection with any investigation, claim, demand, action or proceeding by the Disclosing Party in relation to that Recipient.
- 3.26.** If the Disclosing Party, or any Recipient, fails to keep confidential the Core Intellectual Property Rights in the Concessions System as required by the Contract or under any relevant undertakings referred to in paragraph 3.24 and as a direct result the Non-Disclosing Party is unable to perform its obligations under the Contract then:
- 3.26.1. if but only for as long as the Non-Disclosing Party is thereby unable to perform its obligations under the Contract, the Non-Disclosing Party shall be excused performance of those obligations; and
- 3.26.2. the Disclosing Party shall indemnify and keep indemnified the Non-Disclosing Party from and against any actual and demonstrable loss, damage, claims, demands, actions, costs, expenses, charges, liabilities and proceedings (including legal fees and expenses and on an after tax basis) whatsoever, suffered or incurred by the Non-Disclosing Party in performing its obligations under the Contract to the extent arising directly from such failure to keep confidential those Core Intellectual Property Rights in the Concessions System,
- provided, in each case that:
- 3.26.3. the Non-Disclosing Party takes all reasonable steps to minimise and mitigate any such actual loss or damage on the Non-Disclosing Party and the effects of its inability to perform its obligations under the Contract;
- 3.26.4. the Non-Disclosing Party promptly takes all reasonable and necessary action (including remedial action and providing all necessary additional resources) to:
- 3.26.4.1. prevent or remedy the effects of such disclosure, and any related fraud or dishonest conduct, or the Non-Disclosing Party's inability to perform or increased cost; and
- 3.26.4.2. resume performance of its obligations as soon as practicable, it being agreed that all costs of such action and resources are costs which fall within the ambit of the indemnity given under paragraph 3.26.2 (subject to the other provisions of this paragraph 3.26);
- 3.26.5. at all times the Non-Disclosing Party otherwise continues to perform and comply with its other obligations under the Contract;
- 3.26.6. this paragraph 3.26 shall be without prejudice to any liability the Service Provider may have under the Contract if and to the extent that such liability is required by the Contract to be covered by insurance.
- 3.27.** The Authority shall, and shall procure that its sub-contractors shall:

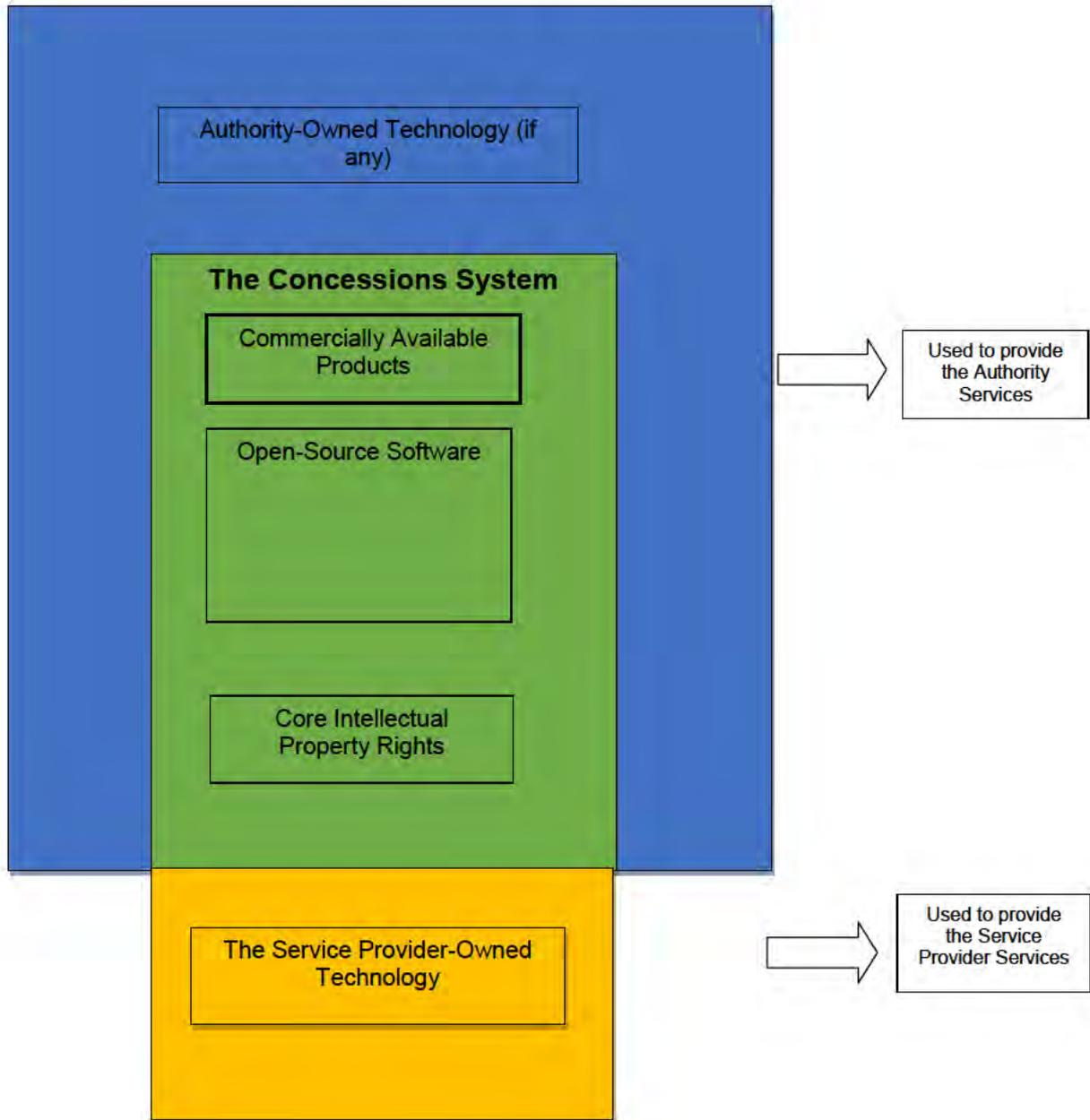
- 3.27.1. maintain a complete and correct set of records pertaining to all the Authority's changes to the Core Intellectual Property Rights in the Concessions System and the Configuration Guide ("**the Authority Records**"); and
- 3.27.2. retain all the Authority-Records for a period of not less than six (6) years (or such longer period as may be required by law) following termination of the Contract ("**the Authority Retention Period**").
- 3.28.** The Service Provider and any person nominated by the Service Provider has the right to audit any and all of the Authority Records at any time during the Authority Retention Period on giving to the Authority reasonable notice (whether in writing or verbally) and the Authority shall give all reasonable assistance to the Service Provider or its nominee in conducting such inspection, including making available documents and staff for interview provided always that the Authority shall not be required to allow the Service Provider or any persons nominated by the Service Provider to audit any and all of the Authority Records in such circumstances as would cause the Authority to breach its duty of fairness to other bidders during an ongoing procurement process.
- 3.29.** To the extent that the Service Provider has utilised a COTS Product in the performance of the Services, without limiting any other obligation of the Service Provider under Clause 36 (Handback of Services) or Schedule 11 (Handback of Services) the Service Provider:-
- 3.29.1. shall as and when requested by the Authority from time to time provide to the Authority a copy of that COTS Product as configured by the Service Provider for the purposes of the Contract (including of all Data held within the COTS Product for the purpose of the performance of the Services or the Service Provider's other obligations under this Contract); and
- 3.29.2. hereby grants to the Authority a perpetual, irrevocable, non-exclusive, worldwide, royalty-free and transferable licence free of charge to use that configuration including any underlying COTS Product required for the Authority's continued use of the configuration after the end of the Term).
- 3.30.** The Service Provider shall have no right (save where expressly permitted under the Contract or with the Authority's prior written consent) to use any trademarks, trade names, logos or other Intellectual Property Rights of the Authority.
- 3.31.** The Service Provider shall ensure that all royalties, licence fees or similar expenses in respect of all Intellectual Property Rights used by the Service Provider in connection with the Contract (other than the Intellectual Property Rights made available by the Authority to the Service Provider pursuant to the Contract) have been paid and are included within the Charges.
- 3.32.** The Service Provider shall:
- 3.32.1. promptly notify the Authority upon becoming aware of an infringement or alleged infringement or potential infringement of any Intellectual Property Right which affects or may affect the provision or receipt of the Services or if any claim or demand is made or action brought for infringement or alleged infringement of any Intellectual Property Right; and

- 3.32.2. indemnify, keep indemnified and hold harmless the Authority from and against all actions, claims, demands, costs, charges or expenses (including legal costs on a full indemnity basis) that arise from or are incurred by the Authority by reason of any infringement or alleged infringement of any Intellectual Property Rights of any person arising out of the use by the Authority of the Products (or any of them) or any of the items licensed in accordance with paragraph 3.29 or anything arising from the provision of the Services and from and against all costs and damages of any kind which the Authority may incur in or in connection with any actual or threatened proceedings before any court or arbitrator.
- 3.33.** The Authority shall, at the request of the Service Provider, give the Service Provider all reasonable assistance for the purpose of the Service Provider contesting any such claim, demand, or action referred to in paragraph 3.32.1 and the Service Provider shall:
- 3.33.1. reimburse the Authority for all costs and expenses (including legal costs) incurred in doing so;
- 3.33.2. conduct at its own expense all litigation and/or negotiations (if any) arising from such claim, demand or action; and
- 3.33.3. consult with the Authority in respect of the conduct of any claim, demand or action and keep the Authority regularly and fully informed as to the progress of such claim, demand or action.
- 3.34.** If a claim or demand is made or action brought to which paragraph 3.32 applies or in the reasonable opinion of the Service Provider is likely to be made or brought, the Service Provider may (without prejudice to paragraph 3.32), after consultation with the Authority, at its own expense and within a reasonable time and subject to all other applicable provisions of this Contract (including those relating to Change), modify or substitute any or all of the Products so as to avoid the infringement or the alleged infringement, provided that the terms of the Contract shall apply mutatis mutandis to such modified or substituted Products and such Products are accepted by the Authority.
- 3.35.** The Authority shall:
- 3.35.1. promptly notify the Service Provider upon becoming aware of an infringement or alleged infringement or potential infringement of any Intellectual Property Right resulting from the use of any Authority Assets by the Service Provider in the performance of the Services as permitted by and in accordance with the terms of this Contract which affects or may affect the provision of the Services or if any claim or demand is made or action brought for infringement or alleged infringement of any Intellectual Property Right in respect of any use of the Authority Assets by the Service Provider in the performance of the Services as permitted by and in accordance with the terms of this Contract; and
- 3.35.2. indemnify, keep indemnified and hold harmless the Service Provider from and against all actions, claims, demands, costs, charges or expenses (including legal costs on a full indemnity basis) that arise from or are incurred by the Service Provider by reason of any infringement or alleged infringement of any Intellectual Property Rights of any person arising out of the use by the Service Provider of the Authority Assets (or any of them) as

permitted by and in accordance with the terms of this Contract and from and against all costs and damages of any kind which the Service Provider may incur in or in connection with any actual or threatened proceedings before any court or arbitrator.

- 3.36.** The Service Provider shall, at the request of the Authority, give the Authority all reasonable assistance for the purpose of the Authority contesting any such claim, demand, or action referred to in paragraph 3.35.1 and the Authority shall:
- 3.36.1. reimburse the Service Provider for all costs and expenses (including legal costs) incurred in doing so;
  - 3.36.2. conduct at its own expense all litigation and/or negotiations (if any) arising from such claim, demand or action; and
  - 3.36.3. consult with the Service Provider in respect of the conduct of any claim, demand or action and keep the Service Provider regularly and fully informed as to the progress of such claim, demand or action.
- 3.37.** If a claim or demand is made or action brought to which paragraph 3.35 applies or in the reasonable opinion of the Service Provider is likely to be made or brought, the Authority may (without prejudice to paragraph 3.35), after consultation with the Service Provider, at its own expense and within a reasonable time and subject to all other applicable provisions of this Contract (including those relating to Change), modify or substitute any or all of the Authority Assets so as to avoid the infringement or the alleged infringement, provided that the terms of the Contract shall apply mutatis mutandis to such modified or substituted Authority Assets.
- 3.38.** The indemnified party at paragraph 3.32.2 and 3.35.2 (as the case may be) shall take all reasonable steps to mitigate the claims, demands, costs, charges, losses and/or expenses to which the indemnity applies.

### APPENDIX 3 – IPR DIAGRAM



## **11. SCHEDULE 11 – HANDBACK OF SERVICES**

### **1. Introduction**

#### **1.1. Scope & Purpose**

1.1.1. This Schedule 11 (Handback of Services):

1.1.1.1. sets out the strategy to be followed on handback of the Services (or services similar to the Services), where appropriate to a member of the Authority Group and/or any Successor Operator(s); and

1.1.1.2. requires the Service Provider to support an orderly, controlled handover of responsibility for the provision of the Services from the Service Provider to a member of the Authority Group and/or any Successor Operator(s) (as applicable), at the Authority's direction, with the minimum of disruption and so as to prevent or mitigate any inconvenience to the Authority by means of the implementation of the Handback Plan.

1.1.2. It is recognised that the Contract needs to make provision for a member of the Authority Group and/or any Successor Operator not only to take responsibility for any services that are the same as the Services, but also to provide services which are similar to the Services (or any of the activities comprised within them) and/or which have the same or similar use, function, or application as the Services (in whole or part) or their outputs. This Schedule 11, and in particular references to "handback of the Services" "services similar to the Services" and similar expressions shall be interpreted accordingly.

### **2. Handback**

#### **2.1. Handback Plan**

2.1.1. The "Handback Plan" shall, in relation to all aspects of the handover of the Services (or services similar to the Services) or part thereof to a member of the Authority Group and/or any Successor Operator(s), include details of the following as a minimum:

2.1.1.1. the organisation arrangements including roles and responsibilities for specific individuals and the allocation of resources for the Services (or services similar to the Services);

2.1.1.2. the rationale considered and any assumptions made in developing the Handback Plan;

2.1.1.3. the interface arrangements with the Authority, any Interfacing Parties, or any other person;

2.1.1.4. a complete breakdown of all tasks and workstreams structured as reasonably required by the Authority;

2.1.1.5. the handback process for the Services and the function of each of them;

2.1.1.6. time frames with milestones for the transfer of the provision of the Services (or services similar to the Services) from the Service Provider to 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. detailed information (including the term, value and obligations) relating to all Third Party contracts and leases in connection with the Supplier System (or any part relevant thereof) or Services (or services similar to the Services) including any applicable Third Party software licences
  - 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. detail all the ongoing Project and Programme type activities relating to this Contract.
- 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. Handback Programme

- 2.2.1. The Service Provider shall prepare the “Handback Programme” and deliver it to the Authority with each Handback Plan. The Handback Programme shall be consistent with the most up to date Handback Plan and shall detail the Service Provider’s recommended approach, assumptions, sequencing, responsibilities and timescales for the handback of all Services (or services similar to the Services). The Handback Programme shall be updated to reflect the comments of the Authority and any changes to the Handback Plan and any revised version of the Handback Programme shall be delivered to the Authority with each update of the Handback Plan or, where no such Handback Plan is to be provided, such date as may be stipulated by the Authority. The Service Provider shall take into account any problems, experience or lessons learned from the Transition Period when it prepares the handback documentation.
- 2.2.2. When developing the Handback Plan, the Service Provider shall, unless otherwise directed in writing by the Authority, assume that handback will be to an organisation similar in capability to the Service Provider and will not necessitate significant changes to the Services.
- 2.2.3. The Service Provider shall consult fully with the Authority in relation to the preparation of the Handback Programme, and shall take full account of the Authority’s comments in accordance with paragraph 2.2.1.
- 2.2.4. The Service Provider shall, within five (5) days of receipt of a notification from the Authority, amend the Handback Programme to correct identified non-conformities, incorporate any other comments or feedback from the Authority which may include feedback from any Successor Operator(s), and resubmit it to the Authority. The Authority shall, within five (5) days of resubmission of the Handback Programme, 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 2.2.4 shall be repeated until the Handback Programme is free from non-conformities, agreed and confirmed by the Authority in writing.
- 2.2.5. The Handback Programme shall clearly identify when consultation shall begin for any Service Provider Personnel who may be subject to TUPE and how this process should be managed if these people are to be transferred on or before the Expiry Date.
- 2.2.6. The Handback Programme shall detail all of the work-streams, activities and timescales identified in the Handback Plan.
- 3. Systems Integrator Role**
- 3.1.** Where appropriate, the Service Provider shall retain the role of System Integrator until the Expiry Date or such earlier End Date as may be specified by the Authority.
- 4. Reports and Meetings**
- 4.1.** Handback Status Report

- 4.1.1. The Service Provider shall provide a report (a "**Handback Status Report**") in the form of a RAG (being Red, Amber or Green) document which shall provide detailed status information on the handback activities identified in the Handback Plan and Handback Programme. The RAG document shall identify the relevant activity, a description of the activity, the lead person in charge of the activity, its RAG scoring (according to scoring criteria reasonably requested by the Authority) and a commentary explaining the current status and reasons supporting the RAG scoring. The commentary shall also describe the dependencies on Third Parties and provide a detailed description of what they are required to do.
  - 4.1.2. The Handback Plan, Handback Programme and Handback Status Report shall be ordered in the same sequence and be cross referenced with common activity identifiers and descriptions. The Service Provider shall endeavour to structure these documents and reference the handback activities in a structured manner where reasonably required by the Authority.
  - 4.1.3. The Handback Status Report shall identify any dependencies or points of demarcation in relation to the handback of Services.
  - 4.1.4. The Service Provider shall update the Handback Status Report and deliver it to the Authority at least every time when the Handback Plan and/or Handback Programme is updated to reflect the risks associated with the handback and record mitigation actions and fall back positions in case of operational difficulties during the Handback Period.
- 4.2. Performance Reports and Meetings**
- 4.2.1. The Service Provider shall report on progress of handback in the Handback Status Report and matters affecting handback shall be discussed at the Service Review Meeting .

## 12. SCHEDULE 12 – TECHNICAL AUTHORITY

### 1. Overview

#### 1.1. Definitions and Interpretation

1.1.1. The following definitions and acronyms appear throughout this Schedule and are related to the Services requested within the Contract.

<b>"Category 1 Technical Change "</b>	shall have the meaning given in paragraph 2.2.2 of Schedule 12 (Technical Authority);
<b>"Category 2 Technical Change "</b>	shall have the meaning given in paragraph 2.2.3 of Schedule 12 (Technical Authority);
<b>"Change Reconciliation Matrix" or "CRM"</b>	means the document of the same name as set out in paragraph 3.1.1.4 of Schedule 12 (Technical Authority);
<b>"Dashboards"</b>	has the meaning set out in paragraph 6.1.4 of Schedule 8 (Service Management);
<b>"Domain Component Map" or "DCM"</b>	means the repository of information on all systems, domains, module groups, modules, components and interfaces maintained by the Service Provider and which is used to assess the impact of changes on the CE Systems Portfolio;
<b>"Interface Specification Catalogue "</b>	means the catalogue of Interface Specifications provided to the Authority by the Service Provider at the Service Commencement Date and maintained by the Service Provider thereafter;
<b>"Non-Compliance Waiver "</b>	has the meaning set out in paragraph 3.3.8 of Schedule 12 (Technical Authority);
<b>"Service Knowledge Management System" or "SKMS"</b>	means the central repository of the data, information and knowledge to manage the lifecycle of the Services. Its purpose is to store, analyse and present the data, information and knowledge for the Concessions System. The SKMS is not necessarily a single system – in most cases it will be a federated system based on a variety of data sources;
<b>"Supplier System Architecture Artefacts "</b>	shall have the meaning given in paragraph 3.1.1 of Schedule 12 (Technical Authority);

<b>"System Impact Assessment(s)" or "SIA"</b>	means the Service Provider's evaluation of the impact of a proposed Change on the Supplier System;
<b>"Technical Authority Forum" or "TAF "</b>	means the group with the authority to govern the technical assurance as defined in paragraph 4.1.1 of Schedule 12 (Technical Authority);
<b>"Technology Road Map"</b>	shall have the meaning given in paragraph 5.5.1 of Schedule 12 (Technical Authority).

## 1.2. Scope and purpose

1.2.1. The Authority has established a technical authority function to provide oversight of proposed developments to the CE Systems Portfolio and systems comprised within this portfolio to ensure that these developments are controlled and compatible with potential future developments (the **"Technical Authority"** or **"TA"**).

1.2.2. This Schedule 12 (Technical Authority) sets out the additional activities and deliverables that the Authority requires the Service Provider to provide in order for the Authority to be Assured that Technical Changes implemented and/or integrated by the Service Provider pursuant to the Contract will not adversely impact the performance of the Services or introduce technology constraints that could hinder development of the CE System Portfolio during or after the Term.

1.2.3. The objective of this Schedule is to ensure that in designing and operating the Supplier System and Services, cost-effective and fit for future and fit for purpose solutions are provided which allow the Authority to operate without Intellectual Property Rights restrictions.

## 2. Principles and Guidance

### 2.1. Purpose of the TFL Technical Authority

2.1.1. The Service Provider acknowledges and agrees that the primary role of the Technical Authority is to ensure that:

2.1.1.1. changes implemented to the CE Systems Portfolio do not adversely impact services that the Authority provides to its customers ;

2.1.1.2. system changes are implemented according to the principles and rules set out in paragraph 7 (System Design and Operating Principles); and

2.1.1.3. the assurance framework set out in paragraph 3 of this Schedule is followed by providers of any systems within the CE System Portfolio (including by the Service Provider).

2.1.2. The Service Provider shall ensure that all Technical Changes, are carried out, with the Authority's awareness and express prior Assurance, by the Service Provider pursuant to this Schedule, Schedule 13 (Programme and Project Lifecycle) and Schedule 14 (Assurance).

### 2.2. Technical Change Categories

2.2.1. The Service Provider shall Assure the Authority in relation to all Technical Changes but the Authority acknowledges that it is not efficient for all Technical Changes to be submitted to the Technical Authority. In order to distinguish between such Technical Changes, all Technical Changes shall be divided into one of two (2) categories as set out in paragraphs 2.2.2 and 2.2.3 below.

2.2.2. A “**Category 1 Technical Change**” means any Technical Change that:

2.2.2.1. changes the architecture of the Supplier System;

2.2.2.2. changes an Interface;

2.2.2.3. introduces new technology into the Supplier System; or

2.2.2.4. is being implemented by the Service Provider and is not a Category 2 Technical Change.

2.2.3. A “**Category 2 Technical Change**” means any Technical Change that:

2.2.3.1. forms part of a Fares Revision;

2.2.3.2. is only a change to the configuration of an individual Configuration Item;

2.2.3.3. is within a pre-determined category agreed in writing in advance by the Authority as being a Category 2 Technical Change and within any constraints set out by the Authority under such agreement.

2.2.4. All Category 1 Technical Changes shall be submitted to the Technical Authority in accordance with this Schedule. The Service Provider shall also submit Category 2 Technical Changes to the Technical Authority if the Parties agree this is appropriate in the circumstances.

2.2.5. The Service Provider shall throughout the Term comply with the System Design and Operating Principles and provide Assurance to the Technical Authority regarding such compliance in the form and at such times as reasonably required by the Authority.

### 3. Technical Authority Assurance Processes

#### 3.1. Introduction

3.1.1. The “**Supplier System Architecture Artefacts**” consist of the following documents:

3.1.1.1. Domain Component Map (DCM) which provides a structural and hierarchical view of the domains, module groups, modules and components forming the Supplier System;

3.1.1.2. System Architecture Diagram (SAD) which outlines the physical architecture of the Supplier System;

3.1.1.3. System Data Flow diagram (SDF) which represents Supplier System modules and their Interfaces;

3.1.1.4. Change Reconciliation Matrix (CRM) which provides traceability between Changes to the Supplier System and domains, module groups, modules, components and Interfaces; and

- 3.1.1.5. Interface Register and Interface Specification Catalogue as set out in Schedule 6 (Systems Integration).
  - 3.1.2. The Service Provider shall at all times during the Term comply with:
    - 3.1.2.1. the System Design and Operating Principles, unless granted a Non-Compliance Waiver; and
    - 3.1.2.2. the System Architecture Standards in accordance with Schedule 15 (Standards).
  - 3.1.3. The Service Provider shall provide the Supplier System Architecture Artefacts on the Service Commencement Date.
- 3.2. Maintenance of Supplier System Architecture Artefacts**
- 3.2.1. The Service Provider shall maintain the Supplier System Architecture Artefacts according to the process set out in paragraph 5.1.
  - 3.2.2. The Service Provider shall provide an updated version of the Supplier System Architecture Artefacts to the Authority:
    - 3.2.2.1. fifteen (15) Business Days before each TAF meeting; and/or
    - 3.2.2.2. within two (2) Business Days of a request from the Authority.
  - 3.2.3. Where the Service Provider fails to submit the Supplier System Architecture Artefacts for Assurance within twenty eight (28) days of the due date, the Service Provider shall prepare and submit a Corrective Action Plan within ten (10) Business Days.
- 3.3. Assurance of Technical Changes**
- 3.3.1. The Service Provider shall comply with the requirements of this paragraph 3.3 when implementing Technical Changes.
  - 3.3.2. The Service Provider shall comply with the System Design and Operating Principles in relation to Technical Changes unless a Non-Compliance Waiver is granted by the Authority in accordance with this paragraph 3.3. The Service Provider shall Assure all proposed Category 1 Technical Changes in accordance with paragraph 6, and all proposed Technical Changes in accordance with this paragraph, including those that are subject to the Project and Programme processes set out in Schedule 13 (Programme and Project Lifecycle).
  - 3.3.3. Prior to a Category 1 Technical Change being implemented, the Service Provider shall provide to the Authority a:
    - 3.3.3.1. System Impact Assessment; and
    - 3.3.3.2. Assurance Plan.
  - 3.3.4. The Service Provider shall ensure that the System Impact Assessment and Assurance Plan required under paragraph 3.3.3 are submitted to the Authority within a reasonable period and, in any event in accordance with the Submissions Procedure (as defined in Appendix 5 (Document Management) of Schedule 8 (Service Management), prior to the implementation of such Category 1 Technical Change and release into the production environment, save where such Category 1 Technical Change is as a result of an Emergency Change.

- 3.3.5. The System Impact Assessment shall provide the Authority with an unambiguous understanding of the nature and scale of the proposed Category 1 Technical Change. The System Impact Assessment shall include, as a minimum, the following information:
- 3.3.5.1. the list of reference codes uniquely identifying components and Interfaces subject to the relevant Category 1 Technical Change. The Service Provider shall ensure that codification is consistent with the Module Breakdown Structure defined in Schedule 10 (IPR Management and Licences) and the Interface reference code specified in the Interface Register;
  - 3.3.5.2. a description of the relevant Category 1 Technical Change for each component or Interface subject to the Change; and
  - 3.3.5.3. a description of any functionality to be removed as part of the Category 1 Technical Change.
- 3.3.6. The Assurance Plan shall detail how the Service Provider will Assure the Authority appropriate to the Assurance level and requirements determined by the Authority pursuant to paragraph 3.3.7. The Assurance Plan shall include sufficient detail of the methodology for the implementation of the relevant proposed Category 1 Technical Change and Service Provider Personnel involved to enable the TA to verify the Assurance process and deliverables in connection with such proposed Category 1 Technical Change. The Service Provider shall within ten (10) Business Days update and re-submit the Assurance Plan at the Authority's reasonable request to take into account any comments or issues raised by the Authority.
- 3.3.7. The Service Provider shall propose an Assurance Level and submit the same to the Authority. If, based on the information provided by the Service Provider in the SIA and the Authority's own assessment if applicable, the Authority in its reasonable opinion disagrees with the Assurance Level proposed by the Service Provider, it may determine a different Assurance Level for each relevant proposed Category 1 Technical Change and the Authority shall inform the Service Provider of such Assurance Level.
- 3.3.8. Where the Service Provider believes it is unable or inappropriate to comply with the System Design and Operating Principles in relation to a Technical Change, the Service Provider may request a waiver of compliance from the Authority by submitting non-compliant Supplier System Architecture Artefacts to the Authority accompanied by a written and sufficiently detailed explanation of the reasons for non-compliance. the Authority shall consider the Service Provider's request and shall notify the Service Provider of its decision within five (5) Business Days of receipt of such request as to whether a waiver of compliance has been granted (a "**Non-Compliance Waiver**") or not. Such decision shall be at the Authority's sole discretion.
- 3.3.9. If the Authority does not grant a Non-Compliance Waiver, the Service Provider shall:
- 3.3.9.1. where the Technical Change has already been implemented, make the Technical Change compliant with the System Design and Operating Principles; or

3.3.9.2. where the Technical Change has not yet been implemented, amend the proposed system design (or system operations) and documents to be compliant with the System Design and Operating Principles.

### **3.4. Assurance Plan Compliance**

3.4.1. The Service Provider shall, on completing the implementation of each relevant Category 1 Technical Change:

3.4.1.1. update the Supplier System Architecture Artefacts relating to the relevant Category 1 Technical Change; and

3.4.1.2. incorporate the Supplier System Architecture Artefacts in the Authority Depository as set out in paragraph 2.8 of Schedule 10 (IPR Management and Licences).

## **4. Technical Authority Forum**

4.1.1. The Technical Authority's key governance structure is the Technical Authority Forum ("**TAF**").

4.1.2. The Technical Authority Forum shall be used to ensure that the Service Provider and the Authority follow the processes and obligations set out in this Schedule and Schedule 6 (Systems Integration). The TAF shall also provide the necessary oversight to ensure that the integrity of the Supplier System Architecture Artefacts is maintained at all times throughout the Term.

4.1.3. TfL shall create and maintain terms of reference for the TAF and provide such terms of reference to the Service Provider on the Service Commencement Date. Each Party shall ensure that the suitably qualified attendees of each Party as set out in paragraph 4.1.5 below attend meetings of the TAF.

4.1.4. The Service Provider shall update and submit the documents specified in paragraph 3.1.1 in advance of each TAF meeting as specified in paragraph 3.2.2.

4.1.5. The Authority shall prepare the meeting agenda for each TAF meeting and the TA shall chair each such meeting. At the end of each TAF meeting there shall be an agreed set of actions and, where necessary, formal minutes which TfL shall produce and circulate within three (3) Business Days of each meeting.

## **5. Maintenance of Supplier System Architecture Artefacts**

### **5.1. Changes to Supplier System Architecture Artefacts**

5.1.1. The Service Provider shall comply with the approach and obligations relating to Supplier System Architecture Artefacts specified in this paragraph 5.

5.1.2. Paragraph 5.2 sets out general requirements in relation to updating the SAD and SDF. Specific requirements in relation to the SAD and SDF are set out in paragraphs 5.3 and 5.4 respectively. Specific requirements in relation to creating and maintaining the Technology Road Map are set out in paragraph 5.5.

- 5.1.3. The Service Provider shall, on making each Category 1 Technical Change:
- 5.1.3.1. update each of the Supplier System Architecture Artefacts to reflect a consistent point in time and reflect all Technical Changes whose design has been Assured by the Authority, ensuring traceability between Technical Changes and Supplier System Architecture Artefacts; and
  - 5.1.3.2. create a forward-looking version of each of the Supplier System Architecture Artefacts (with the exception of the Technology Road Map) to take account of any known or potential Category 1 Technical Changes occurring in the next twelve (12) months. These forward-looking versions of the Supplier System Architecture Artefacts shall clearly distinguish between current and future states by identifying elements that have not been implemented, for example by depicting these elements in different colours.
- 5.1.4. The Service Provider shall submit the draft amended Supplier System Architecture Artefacts in paragraph 5.1.3 to the Authority for Assurance by the TAF according to paragraph 3.2.2. Draft documents shall clearly show changes (e.g. to connectivity, additional or changed components) since the last the Authority Assured version, for example using strikeout font and/or different colours.
- 5.1.5. the Authority shall review the draft amended Supplier System Architecture Artefacts within ten (10) Business Days of receipt from the Service Provider and may provide feedback to the Service Provider. The Service Provider shall, within ten (10) Business Days of receipt of any feedback from the Authority, revise the Supplier System Architecture Artefacts to fully address any such feedback and supply the Authority with the updated final clean copy of the Supplier System Architecture Artefacts with change tracking removed.
- 5.1.6. The Service Provider shall ensure that changes to the Supplier System Architecture Artefacts are also reflected, where necessary, by changes to other related documents including the Module Breakdown Structure, and shall ensure that these documents are consistent.
- 5.2. System Architecture Diagram and System Data Flow Diagrams: common requirements**
- 5.2.1. The Service Provider shall provide the SAD and SDF to the Authority in electronic format that can be viewed and edited using standard software tools (e.g. Microsoft Visio). The Service Provider shall not use specialist computer aided design (CAD) drawing packages to deliver the SAD and SDF to the Authority.
- 5.2.2. The versions of the SAD and SDF shall, as at the Service Commencement Date:
- 5.2.2.1. provide a view of the Supplier System scope in a single diagram;
  - 5.2.2.2. partition different Domains, Module Groups and Modules into different areas of the diagram;

5.2.2.3. show in shaded grey the Interfacing Systems that are not part of the Supplier System, but which interface to components that are part of the Supplier. These Interfacing Systems include systems operated by Third Parties;

5.2.2.4. include a Module number from the Module Breakdown Structure as a unique identifier for each Component. In relation to the SDF, where the Data Flow is common between a number of Modules these shall be grouped to simplify the diagram; and

5.2.2.5. include comment labels where necessary to aid understanding.

5.2.3. The Service Provider shall apply the requirements set out in paragraph 5.2.2 above in preparing and maintaining the SAD and SDF throughout the Term.

### **5.3. System Architecture Diagram: specific requirements**

5.3.1. The Service Provider shall create and maintain a System Architecture Diagram for the Supplier System that illustrates all the components of the Supplier System and their physical Interfaces.

5.3.2. The SAD shall provide a representation of the physical infrastructure and how it is distributed across the Supplier System.

5.3.3. The Service Provider shall ensure that the version of the SAD as at the Service Commencement Date:

5.3.3.1. uses recognisable icons to represent each component ;

5.3.3.2. groups components that are located at a common location together with a box outline;

5.3.3.3. shows only domains, module groups and modules with functionality, domains, module groups and modules representing operational processes are not shown; and

5.3.3.4. shows physical connections between components in representative form (e.g. using routers, network hubs and WAN comms clouds). The SDF (as specified in paragraph 5.4) should be used to understand the logical Interfaces between components.

5.3.4. The Service Provider shall apply the requirements set out in paragraph 5.3.3 above in preparing and maintaining the SAD throughout the Term.

### **5.4. System Data Flow Diagram: specific requirements**

5.4.1. The Service Provider shall create and maintain a System Data Flow diagram for the Supplier System that illustrates all the components of the Supplier System and their logical Interfaces.

5.4.2. The SDF shall provide a representation of the Interfaces between the different components of the Supplier System and the information that flows along those Interfaces.

5.4.3. The Service Provider shall ensure that the version of the SDF as at the Service Commencement Date:

5.4.3.1. shows modules with functionality and also modules representing operational processes where these are relevant to Interfaces and Data Flow;

5.4.3.2. shows logical connections between components and does not show components such as networking equipment and communication links that do not have an effect on the Data Flow;

5.4.3.3. provides annotation to each Interface that describes the Data that flows in each direction along the Interface between components; and

5.4.3.4. uses different colours to distinguish between Data Flows associated with different transaction types.

5.4.4. The Service Provider shall apply the requirements set out in paragraph 5.4.4 above in preparing and maintaining the SDF throughout the Term.

5.4.5. The Service Provider may choose to create and maintain data flow diagrams using a hierarchical approach which may be part of the SDF, but the SDF shall as a minimum include a single diagram providing a view of the whole Supplier System to the level of Modules as defined in the Module Breakdown Structure.

## 5.5. Technology Road Map

5.5.1. The Service Provider shall create and maintain a Document detailing possible evolution of the Supplier System and how emerging technologies may apply in relation to future development of the Supplier System ("**Technology Road Map**").

5.5.2. The Service Provider shall update and supply to the Authority the Technology Road Map annually on the anniversary of the Service Commencement Date. Following submission to the Authority of the Technology Road Map, the Service Provider shall make a presentation of the key elements of the Technology Road Map to the Authority. The Authority and the Service Provider shall discuss the Technology Road Map following such presentation and the Service Provider shall update and re-issue the Technology Road Map to reflect any comments provided by the Authority.

## 6. Assurance Levels

6.1.1. The Service Provider shall propose an Assurance level for each proposed Category 1 Technical Change. The Assurance level shall determine the nature of Assurance to be applied to the Category 1 Technical Change.

6.1.2. The Authority may at its discretion specify the Assurance level in a Variation.

## 7. System Design and Operating Principles

7.1.1. Subject to Clause 29 (Intellectual Property Rights), the Service Provider shall use open source software where available unless in the Authority's reasonable opinion other products are demonstrated to offer significant advantages.

- 7.1.2. Subject to Clause 29 (Intellectual Property Rights), the Service Provider shall use Commercial Off The Shelf (COTS) products unless in the Authority's reasonable opinion other solutions are more appropriate in the circumstances.
- 7.1.3. In operating, developing and maintaining the Supplier System, the Service Provider shall at all times have due consideration to the future development, interface and operational costs so as to demonstrate Value for Money.
- 7.1.4. The Service Provider shall ensure that any Change to the Supplier System interfaces with the Dashboard and that compliance with the requirements set out in Schedule 8 (Service Management) is, as a minimum, maintained so as to ensure that any Service can be efficiently monitored and maintained. Where the Service Provider considers that interfacing a Change to the Supplier System with the Dashboard is not possible or that the cost of such interfacing would substantially outweigh any benefit to be gained by the Authority, the Service Provider shall present in writing a detailed justification to the Authority including proposals for alternative solutions for the Authority's consideration. The Authority shall give full consideration to such justifications and solutions when considering any request for a Non – Compliance Waiver.

## **7.2. System development environment**

- 7.2.1. The Service Provider shall utilise industry standard software development environments, frameworks and tools to develop the Supplier System and shall ensure that the minimum number of different environments, frameworks and tools are used. Where the Service Provider proposes to introduce a new environment, framework or tool it shall provide to the Authority in advance of the implementation of such environment, framework or tool, a detailed written submission justifying such a proposal and demonstrating how such a proposal will enhance Value for Money, taking due account of the cost to the Authority of future support. Where the Service Provider is unable to provide a sufficient justification that such proposal provides enhanced Value for Money, the Authority shall be entitled to request that the Service Provider suspend implementation of such new environment, framework or tool and continue to utilise industry standard software development environments, frameworks and tools until such a time as it can provide a sufficient justification to the Service Provider.

## **7.3. Open systems design**

- 7.3.1. The Service Provider shall apply the following principles of open systems design to all Changes to the Supplier System, which include but are not limited to:
- 7.3.1.1. collaborative design process – a consensus driven process that is open and non-exclusive;
  - 7.3.1.2. reasonably balanced – ensures that the process is not dominated by the supplier or the supplier's commercial interests;
  - 7.3.1.3. due process - includes consideration of and response to comments from the Authority;

- 7.3.1.4. gated process – to track and control design phases through the development lifecycle to Assure compliance with the Authority’s business aims;
- 7.3.1.5. quality and level of detail – sufficient to permit the development of a variety of competing implementations of interoperable products or services;
- 7.3.1.6. supportability – to ensure any development can be maintained and supported over a reasonable period of time;
- 7.3.1.7. future proofing; and
- 7.3.1.8. ensuring that such Changes to the Supplier System align with the Technology Road Map.

**7.4. Data definition requirements**

- 7.4.1. The Service Provider shall use industry standard rather than bespoke Supplier System data definition and communication standards.
- 7.4.2. Subject to paragraph 7.4.3, the Service Provider shall utilise the system data definition and communication standards set out below:
  - 7.4.2.1. Extended Mark-up Language (XML) and JavaScript Object Notation (JSON) for the definition of data structures;
  - 7.4.2.2. in relation to system to system communication, the following methods shall be used according to the scenario having due consideration of factors such as volume, synchronous/ asynchronous, batch/individual:
    - 7.4.2.2.1.services: Representational State Transfer (REST) or Simple Object Access Protocol (SOAP) Interfaces;
    - 7.4.2.2.2.file transfer: Extended Mark-up Language (XML) or flat file; or
    - 7.4.2.2.3.message queue.
- 7.4.3. If the Service Provider is able to identify system data definition and communication standards other than those set out above which provide enhanced Value for Money the Service Provider may submit a proposal to the Authority including a detailed explanation of how such enhanced Value for Money is achieved.

**7.5. Documentation requirements**

- 7.5.1. The Service Provider shall ensure that:
  - 7.5.1.1. Interfaces are catalogued on the Interface Register. The Module Breakdown Structure is maintained and managed as set out in Schedule 10 (IPR Management and Licences).

**7.6. Networks**

- 7.6.1. The Service Provider shall use industry standard rather than bespoke networking standards.
- 7.6.2. Subject to paragraph 7.7, the Service Provider shall utilise the networking standards set out below:
  - 7.6.2.1. Ethernet and TCP/IP;

- 7.6.2.2. Multiprotocol Label Switching (MPLS);
  - 7.6.2.3. Transport Layer Security (TLS) or Secure Sockets Layer (SSL);
  - 7.6.2.4. File Transfer Protocol (FTP) for standard, non-encrypted file transfer; and
  - 7.6.2.5. Secure File Transfer Protocol (SFTP) or Hypertext Transfer Protocol Secure (HTTPS) for encrypted file transfer;
- 7.6.3. If the Service Provider is able to identify network standards other than those set out above which provide enhanced Value for Money the Service Provider may submit a proposal to the Authority including a detailed explanation of how such enhanced Value for Money is achieved.

## **7.7. Modules**

- 7.7.1. Subject to paragraph 7.1.4, the Service Provider shall ensure that all Modules introduced or modified through Changes to the Supplier System are designed with open interfaces for remote access, control and monitoring. In addition:
- 7.7.1.1. all Modules shall be monitored and managed by the Dashboard;
  - 7.7.1.2. for integration into the Dashboard architecture all Modules shall be capable of reporting events via an appropriate system;
  - 7.7.1.3. all Modules shall be automatically discoverable by the relevant system within the Dashboard;
  - 7.7.1.4. all Modules shall be capable of being remotely managed and configured;
  - 7.7.1.5. all Modules shall be capable of being polled in real time on an ad-hoc basis for status information and performance reporting;
  - 7.7.1.6. all External Interfaces shall where practicable be efficiently monitored via the Dashboard; and
  - 7.7.1.7. the design of networks shall where practicable minimise the number of single points of failure in the system data flows.

## **7.8. System Monitoring**

- 7.8.1. The Service Provider shall apply the following principles in the design and operation of the Supplier System:
- 7.8.1.1. all system monitoring shall be performed using non-proprietary monitoring tools; and
  - 7.8.1.2. all monitoring tools shall include event definition, event/alert management processes, incident management and dashboard design capability to enable efficient automatic threshold exception event/alert monitoring and incident resolution.

## **7.9. Interfaces**

- 7.9.1. The Service Provider shall ensure that all External Interfaces have Interface Specifications which include:
- 7.9.1.1. details of the technical specification of the Interface;

- 7.9.1.2. details of the data flow through the Interface;
- 7.9.1.3. details of the monitoring of the Interface including event/alert thresholds; and
- 7.9.1.4. details of the service processes associated with the Interface, including clear definition of roles and responsibilities, escalation paths and processes.

## **7.10. Operating Principles**

- 7.10.1. The Service Provider shall apply the following principles in the design of service processes for the operation of the Supplier System and Services:
  - 7.10.1.1. all tools and processes utilised to operate the Supplier System shall be selected to reduce the dependency on Proprietary Tools to enable easy transition to the Authority or any Successor Operator;
  - 7.10.1.2. all operational processes shall enable the Service Provider to demonstrate compliance with those same operational processes if required by the Authority;
  - 7.10.1.3. all operational activities shall be designed to enable auditing and traceability of actions to individual operating personnel;
  - 7.10.1.4. all operational activities shall be automated unless the Service Provider can demonstrate this is not technically possible or will not deliver better Value for Money;
  - 7.10.1.5. operational management tools shall be implemented to provide the Authority with visibility of the service operations at an executive/overview level for control and governance purposes;
  - 7.10.1.6. the Service Provider agrees to develop and implement a Dashboard, Service Catalogue and a Service Knowledge Management System using industry recognised tools that interface to the Authority's service operation, change and release management tools and processes;
  - 7.10.1.7. the Service Provider shall where practicable adopt service operation best practices as defined in ISO 20000 and ITIL V3; and
  - 7.10.1.8. all operational processes shall enable continual service improvement (e.g. through the use of suggestion boxes, known error/workaround reviews, problem/root cause analysis reviews and service improvement actions).

## 13. SCHEDULE 13 – PROJECT AND PROGRAMME LIFECYCLE

### 1. Introduction

#### 1.1. Scope and Purpose

- 1.1.1. The Authority delivers a range of key services for customers through this Contract, other contracts with Third Parties and directly itself. In responding to changing customer and business needs the Authority also manages a portfolio of projects and programmes delivering new services and enhancing existing services.
- 1.1.2. This Schedule 13 (Programme and Project Lifecycle) sets out:
  - 1.1.2.1. the requirements for the Service Provider to define and describe the project management processes and procedures that the Service Provider implements to ensure successful planning, management and delivery of Programmes and Projects;
  - 1.1.2.2. the requirements and principles for designing, developing and/or integrating changes delivered as a Project or through a Programme;
  - 1.1.2.3. the requirements and principles for testing and Assuring any deliverables from Programmes and Projects to meet the Authority's needs and are functioning as expected; and
  - 1.1.2.4. the processes for reporting on and review of Programmes and Projects.
- 1.1.3. The objectives of this Schedule are to ensure that:
  - 1.1.3.1. the Service Provider has adequately planned and resourced each Project and Programme and that the Service Provider is able to achieve the respective Project and Programme deadlines;
  - 1.1.3.2. the Service Provider has adequately planned and resourced its Projects and Programmes as well as monitored, identified and addressed any constraints and conflicting demands;
  - 1.1.3.3. The Authority is provided with detailed and timely information in order to plan and resource its obligations under the Contract and manage its interactions with its stakeholders;
  - 1.1.3.4. the Service Provider designs, tests, integrates and deploys each Project and/or Programme to meet its Service Levels and other obligations under the Contract;
  - 1.1.3.5. The Authority is able to effectively manage the interaction and impact of Projects on other projects, systems and services; and
  - 1.1.3.6. New Services will be brought safely into operation with minimum inconvenience to customers, Authority Personnel and Interfacing Parties.
- 1.1.4. The principles that the Authority requires for Change Management and the Service Provider's obligations in relation to the implementation of Changes are set out in Schedule 8 (Service Management).

1.1.5. The requirements for the Service Provider to work with a systems integrator or act as systems Integrator are set out in Schedule 6 (Systems Integration).

## 2. Guiding Principles

2.1.1. It is acknowledged that pursuant to the other provisions of this Contract, the Authority shall have the right to commission projects or programmes from the Service Provider, any member of the Authority Group and any other Third Party at the Authority's sole discretion. Projects to be delivered by the Service Provider may form part of a programme which contains projects being delivered by the Authority or Third Parties and which is managed by either the Authority or the Service Provider.

2.1.2. The Service Provider shall manage and deliver such Projects and Programmes and any other work it may itself commission in connection with the Contract System and/or the Services as Projects and Programmes that shall be structured according to the following levels:

2.1.2.1. any sequence of activities as a result of Transition or a Variation whether initiated by the Authority or by the Service Provider shall be a "**Project**"; and

2.1.2.2. since Projects may interact or be inter-dependent the Service Provider shall manage each Project individually and also as an overall programme containing interrelated Projects, which can be delivered by the Service Provider and / or any Third Party, as commissioned by The Authority (a "**Programme**").

2.1.3. The Service Provider's obligations in regards to Projects and Programmes are outlined in this Schedule. The approaches and processes that the Authority has currently adopted are described in this Schedule to provide guidance for the Service Provider.

2.1.4. The Service Provider shall adequately apply and scale the principles and requirements outlined in this Schedule to its Projects and Programmes based on the risk and size of the Project and/or Programme, and shall Assure the Authority that it has the appropriate level of governance and control.

### Initiation by the Authority

2.1.5. Projects (other than Transition) and Programmes initiated by the Authority shall be implemented as a Variation in accordance with the Variation procedure set out in Schedule 9 (Form of Variation). In response to a Required Variation Notice or a Proposed Variation Notice, the Service Provider's Response shall contain a Project Description, outlining how it will deliver the Project requirements described in the Variation.

### Initiation by the Service Provider

2.1.6. Where the Project or Programme is initiated by the Service Provider, the Service Provider shall prepare and submit to the Authority a document, outlining the purpose, objectives, scope and requirements for design, testing, integration, deployment and operations (the "**Project Description**"). The Service Provider shall also confirm to the Authority in the Project Description

whether the proposed Programme or Project will result in a Technical Change, in accordance with the Change Management provisions in Schedule 8 (Service Management), and shall assess the potential impact of the Technical Change.

## General

- 2.1.7. The Service Provider shall ensure that each Project has a designated individual, whose identity shall be communicated to the Authority in advance of the Project commencing, who is responsible for the delivery of the Project to time and for reporting on progress of the Project (the "**Project Manager**").
- 2.1.8. The Authority shall appoint a designated individual to co-ordinate the Authority Group's activities associated with the Project and oversee the Service Provider's delivery of the Project (the "**TfL Project Manager**"). The Project Manager shall work with the TfL Project Manager on a daily basis on the Project.
- 2.1.9. Unless otherwise stated by the Authority, the Service Provider shall lead a Programme however the Authority shall have the right (at its sole discretion) to lead a Programme itself, or appoint a Third Party to lead a Programme.
- 2.1.10. Where the Service Provider takes the overall lead of a Programme it shall appoint a designated individual (who may also be the Project Manager for one or more Projects), who is accountable for leading and managing the Programme from strategy to successful delivery. This designated individual shall ensure effective co-ordination of the relevant Project(s), consider their interdependencies and risks and oversee the overall delivery of the Programme (the "**Programme Manager**"). The identity of the Programme Manager shall be communicated to the Authority in advance of the Programme commencing. The Programme Manager shall also oversee and ensure the successful delivery of all Projects related to the Programme, which can be delivered by the Service Provider and/or any Third Party.
- 2.1.11. The Authority shall appoint a designated individual, who oversees the Authority Group's delivery of Projects associated with a Programme, and oversees the Service Provider's delivery of Projects related to the Programme (the "**TfL Programme Manager**").
- 2.1.12. The Programme Manager shall work with the TfL Programme Manager on a regular basis to review and report on the progress of the Programme and associated Projects. The Programme Manager shall also act as a channel for escalation for the Project Managers and the TfL Project Managers.
- 2.1.13. The Service Provider shall plan, resource, manage risk and report to the Authority on all its Projects and Programmes as set out in this Schedule and support the Authority's internal governance and Programme and Project management processes as reasonably requested by the Authority from time to time.

## 3. Project Management

### 3.1. Project Management Approach

- 3.1.1. To provide the required control and assurance within the Authority Group, the Authority has adopted a staged approach using gates and reviews for managing programmes and projects (the “**TfL Pathway**”), which is an integrated and consistent framework with the clear objective to provide the tools for delivery teams and their stakeholders to work effectively. In the TfL Pathway, each project will typically follow the six stages of a project lifecycle, as follows:
- 3.1.1.1. **Outcome Definition** – establishing the outcomes and benefits that a project will deliver;
  - 3.1.1.2. **Feasibility and Procure** – determining whether the outcomes and benefits are achievable, the options for their delivery and the option that will deliver them for the best value;
  - 3.1.1.3. **Concept Design and Contract Award** – defining the design principles, freezing the scope of the project, assessing the risks, and awarding the work to the best option for delivery;
  - 3.1.1.4. **Detailed Design** – producing a detailed design that delivers the required outcomes;
  - 3.1.1.5. **Delivery** – building the physical outputs of the project, confirming user assurance and handing the outputs over into operational / business and maintenance, including necessary supporting documentation; and
  - 3.1.1.6. **Project Close** – ensuring the project is closed in a controlled manner.

Stages can be combined based on the nature and type of the project. The decision of how a project is progressing through the stages, stage gates and Assurance activities is made in consultation with the Authority and relevant stakeholders (including the Service Provider if applicable), and with the agreement of the sponsor of the Project.

- 3.1.2. The Service Provider shall adopt an equivalent project management methodology to TfL Pathway for the duration of the Contract for managing and delivering Projects and Programmes and Assure the Authority of such methodology prior to commencement of Transition.

#### 4. Contract System Design, Testing and Integration

- 4.1.1. For each Project and Programme, and prior to commencement of Stage 5 – Delivery, the Service Provider shall develop with the Authority, in accordance with this Schedule a list of the points at which the Service Provider shall incrementally Assure the Authority on progress through the delivery phase, each of which will be an **Assurance Event**.
- 4.1.2. Where the Service Provider requires an input from the Authority for an Assurance Event then the Service Provider shall give the Authority reasonable notice and submit details of its requirements to the Authority sufficiently far in advance of the Assurance Event for the Authority to properly consider them and prepare. Where this advance notice is not possible, the Service Provider shall inform the Authority as soon as it is

aware of this required input from the Authority, and shall agree with the Authority feasible timescales for the Authority to provide this input.

- 4.1.3. Subject to paragraph 4.1.2, the Authority shall use its reasonable endeavours to provide such reasonable facilities and Authority Personnel as reasonably required to enable the Service Provider to conduct the Assurance Events requiring an input from the Authority.

## **4.2. System Design**

- 4.2.1. For each Assurance Event involving the design of a deliverable, the Service Provider shall submit a design submission in respect of each relevant design to the Authority for Assurance which shall be agreed by the Parties acting reasonably on a case by case basis depending on the scale and risk associated with the Project or Programme including:

- 4.2.1.1. a summary description of the design;
- 4.2.1.2. a summary of the information being submitted;
- 4.2.1.3. reference to the relevant parts of the Contract System that the design covers;
- 4.2.1.4. detailed functional specifications including traceability matrices mapping individual detailed functional requirements back to high-level requirements;
- 4.2.1.5. a statement regarding the completeness of the design; and
- 4.2.1.6. evidence that the submission has been through all the necessary internal Service Provider checks and approvals.

## **4.3. System and Functional Assurance Testing**

- 4.3.1. The Service Provider shall Assure the Authority that Project deliverables are adequately tested to ensure they are functioning and can be operationally deployed with minimal impact on the Existing Services and/or the Contract System and Services, including the provisions of, but not limited to, the following (where appropriate):

- 4.3.1.1. test strategy and plans;
- 4.3.1.2. test environments;
- 4.3.1.3. test harnesses;
- 4.3.1.4. testing tools and test data generation tools;
- 4.3.1.5. test scripts and test data; and
- 4.3.1.6. any additional information to provide the Authority with the Assurance that the Service Provider has met the testing requirements as set out in this paragraph 4.3,

- 4.3.2. In planning its test regime for each Project and/or Programme, the Service Provider shall ensure that the tests demonstrate as far as is reasonably practicable that:

- 4.3.2.1. the specified requirements set out in the relevant Variation and/or Project Description;

- 4.3.2.2. functional and design specifications;
- 4.3.2.3. service obligations; and
- 4.3.2.4. the system integration testing requirements,

can be delivered with the equipment, software and processes provided.

4.3.3. Without prejudice to the Authority's rights under Clause 24 (Records, Audit and Inspection), as part of the Assurance process the Authority may attend selected tests and view selected test documentation.

4.3.4. The Service Provider shall submit to the Authority for Assurance a list of the test events where the Service Provider proposes that:

4.3.4.1. the Authority attends and observes tests in order to gain Assurance;

4.3.4.2. the Authority supports the Service Provider's tests where reasonably requested by the Service Provider to do so;

4.3.4.3. the Authority participates in the tests where an end-user involvement is required; and

4.3.4.4. the Authority attends and observes tests in order to meet the requirements of Schedule 8 (Service Management) where required under the applicable Variation or Change.

#### 4.4. Testing Procedures and Defect Management

4.4.1. Where the Service Provider requires an input from the Authority to conduct and complete a test then the Service Provider shall give the Authority reasonable notice and submit details of its requirements to the Authority sufficiently far in advance of the test for the Authority to properly consider them. Where this advance notice is not possible, the Service Provider shall inform the Authority as soon as it is aware of this required input from the Authority, and shall agree with the Authority feasible timescales for the Authority to provide this input.

4.4.2. Subject to paragraph 4.4.1, the Authority shall use its reasonable endeavours to provide such reasonable facilities and Authority Personnel as reasonably required to enable the Service Provider to conduct the tests requiring an input from the Authority.

### 5. Programme Reporting and Meeting

#### 5.1. Programme Review Meeting

5.1.1. Service Provider shall ensure that it attends a four (4) weekly meeting (the "**Programme Review Meeting**") with the Authority. For convenience, the Programme Review Meeting shall be held following the Service Review Meeting. The agenda for each Programme Review Meeting shall include a discussion of the Programme Report, the Programme Plan plus other issues as deemed necessary by the Parties that are not already the subject of discussion in other meetings provided for under this Contract.

5.1.2. The Contract Manager or his delegate shall prepare the meeting agenda and chair each Programme Review Meeting. At the end of each Programme Review Meeting the Parties shall agree a set of actions which

the Contract Manager shall use reasonable endeavours to circulate within twenty four (24) hours of the Programme Review Meeting and where necessary the Contract Manager shall subsequently produce formal minutes of the Programme Review Meetings which the Contract Manager shall use reasonable endeavours to circulate within three (3) Business Days of the Programme Review Meeting.

5.1.3. The Contract Manager shall have the right to convene additional meetings to discuss the Programme Plan or detailed Projects and/or Programmes, where the Service Provider fails to provide sufficient Assurance to the Authority in the Programme Report and at the Programme Review Meeting that it will achieve the Project or Programme dates, deliverables and achieve the specified Service Levels. The Service Provider shall ensure that suitably qualified Service Provider Personnel attend all such meetings convened by the Contract Manager.

5.1.4. The Service Provider shall inform the Authority of any significant delay with a Programme or with a Project that may significantly affect other Projects. The Service Provider shall include details about the delay, the cause for this delay, the impact on the Project, Programme and/or related Projects, and options for mitigation.

5.1.5. At the earliest possible Programme Review Meeting, the Service Provider shall discuss with the Authority any significant delay and shall agree an action plan for any mitigation, rectification and/or escalation.

5.1.6. Where this delay has an impact on Projects and/or Programmes delivered by the Authority, the RCC Contract and/or other Third Parties, the TfL Programme Manager will inform the appropriate TfL Project Managers, the RCC Contract and/or Third Parties about the delay as well as the agreed action plan for mitigation, rectification and/or escalation. If required, the TfL Programme Manager will agree any additional actions with these project managers from the Authority, the RCC Contract and/or Third Parties.

## 5.2. The Programme Plan

5.2.1. The Service Provider shall prepare and submit to the Authority no later than three (3) Business Days prior to the first Programme Review Meeting, and shall maintain throughout the Term an overview of all current and anticipated Projects and Programmes, and be separated into logical and meaningful sections (the "**Programme Plan**").

5.2.2. The Service Provider shall organise the Programme Plan to aid meaningful progress reviews with the Contract Manager at the Programme Review Meetings.

5.2.3. The Service Provider shall develop the Programme Plan using techniques that clearly identify the critical path and shall present the information in bar chart and tabular formats as agreed with the Authority.

## 5.3. Programme Report

5.3.1. The Service Provider shall prepare and submit progress reports on the Programme (the "**Programme Report**") in accordance with the requirements of this Schedule.

- 5.3.2. The Service Provider shall submit the Programme Report to the Contract Manager at least three (3) Business Days before each scheduled Programme Review Meeting.
- 5.3.3. The Service Provider shall include in the Programme Report details of the mitigating measures it has and will take to reduce or eliminate any delays to implementation of Projects and/or Programmes.
- 5.3.4. The Programme Report format shall be agreed with the Contract Manager prior to the first Programme Review Meeting but will initially follow the following structure:
  - 5.3.4.1. executive summary;
  - 5.3.4.2. health and safety and environmental;
  - 5.3.4.3. Programmes and Projects;
  - 5.3.4.4. progress (against key activities identified in the Programme Plan);
  - 5.3.4.5. risks including details of financial consequences;
  - 5.3.4.6. Third Parties and Interfaces;
  - 5.3.4.7. major concerns and remedies; and
  - 5.3.4.8. information required.

## 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 13 (Project and Programme Lifecycle) inclusive;
  - 2.1.2. in relation to Technical Changes, through the processes set out in Schedule 8 (Service Management);
  - 2.1.3. incrementally in relation to each Project or Programme through the Assurance Events, documentation and information set out in Schedule 13 (Programme and Project Lifecycle); 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 Contract Manager determines that the Service Provider is non-compliant with any part of the Contract, the Contract Manager may issue a Corrective Action Notice in accordance with the provisions of Clause 16 (Corrective Action Notices).

- 4.2.** In addition to any Corrective Action Notices issued as a result of an Assurance audit in accordance with paragraph 4.1 of this Schedule, the Contract Manager may, from time to time, issue such other Corrective Action Notices on any other matter where it considers that the Service Provider has failed to comply with its obligations under the Contract, in accordance with the provisions of Clause 16 (Corrective Action Notices).
- 4.3.** Each Corrective Action Notice shall state clearly the reason why the Authority believes that the Service Provider is not complying with its obligations under the Contract. The Service Provider shall respond to the Contract Manager within ten (10) Business Days of the Corrective Action Notice being issued:
  - 4.3.1.** stating the action it proposes to take and the timescale for completing the action; or
  - 4.3.2.** providing an alternative proposal for achieving the objective(s) as set out in the relevant Corrective Action Notice and/or timescale for resolving the non-conformance along with a reasoned explanation. The Authority shall consider any such alternative proposal and at its sole discretion instruct the Service Provider to implement such a proposal which may include such amendments as are agreed with the Service Provider.
- 4.4.** The Service Provider shall then implement the corrective action(s) as agreed with the Authority under paragraph 4.3 of this Schedule.
- 4.5.** The Service Provider shall provide a Corrective Action Notice status report each Period in the Service Performance Report produced in accordance with Schedule 8 (Service Management) or as otherwise instructed by the Authority.
- 5.** Assurance Feedback
  - 5.1.** The Authority shall provide feedback to the Service Provider at each Service Review Meeting held in accordance with Schedule 8 (Service Management) in relation to the Services on the level of Assurance that the Authority has gained in the Service Provider's performance during the preceding four (4) week period or over a longer period as appropriate.
  - 5.2.** The Authority shall identify and notify the Service Provider of areas where the Service Provider needs to increase its efforts to provide Assurance and the Service Provider shall comply with the Authority's reasonable instructions to provide such Assurance.

## 15. SCHEDULE 15 – STANDARDS

### 1. List of Standards

- 1.1. In delivering the Services and complying with its obligations under this Contract, the Service Provider shall comply with the Standards set out in Appendix 1 to this Schedule from the date set out in Appendix 1 in relation to each Standard except as expressly set out otherwise in this Schedule.
- 1.2. The Standards are organised into two (2) groups, as follows:
  - 1.2.1. **Technology:** Standards relating to the design, operation and physical characteristics of the Supplier System;
  - 1.2.2. **General:** Standards relating to other corporate and operational requirements
- 1.3. The Standards are organised into categories, as follows:
  - 1.3.1. **Category A:** these are the Mandatory Standards that the Service Provider shall comply with at all times within the following constraints (if applicable):
    - 1.3.1.1. **A1:** the relevant part of the Supplier System and/or Services shall be compliant with these Standards from the Service Commencement Date;
    - 1.3.1.2. **A2:** the relevant part of the Supplier System and/or Services may not be compliant with these Standards at the Service Commencement Date but the Service Provider shall ensure that the relevant part of the Supplier System and/or Services is made compliant by the specified date in Appendix 1;
    - 1.3.1.3. **A3:** the relevant part of the Supplier System being transferred to the Service Provider may not be compliant with these Standards at the Service Commencement Date but the Service Provider shall ensure that the relevant part of the Supplier System is made compliant if the Service Provider makes Changes to the Supplier System in respect of the parts of the Supplier System which are transferred; and
  - 1.3.2. **Category B:** the Service Provider shall comply with all other Standards except where the Service Provider can, to the Authority's reasonable satisfaction, justify any non-compliance; and
  - 1.3.3. **Category C:** the relevant part of the Supplier System is either wholly or partially non-compliant with this Standard and the Service Provider shall prepare a proposal detailing the activities, costs and programme to achieve and maintain compliance with the Standard and submit the proposal to the Authority on the Service Commencement Date. The Authority shall consider such proposals and issue a Variation instructing the Service Provider how to proceed with regard to this Standard and their associated proposal.
- 1.4. For the avoidance of doubt, where a Standard only applies to a part or parts of the Supplier System or Services this is stated in Appendix 1 to this Schedule. Where no limit is stated in Appendix 1 to this Schedule the Standard applies generally to the Supplier System and Services as a whole.

## 2. Waivers against Mandatory Standards

- 2.1. Without prejudice to the Authority's rights or remedies under this Contract, where the Service Provider believes that it should not have to comply with a particular Mandatory Standard, or that a Mandatory Standard is inappropriate for a particular Module, part of the Supplier System or phase of this Contract, then the Service Provider may request a compliance waiver from the Authority in accordance with this paragraph 2.
- 2.2. Not less than twenty eight (28) days prior to the date from which the Service Provider wishes the relevant Mandatory Standard to be waived, the Service Provider shall notify the Authority of this and shall provide full details in writing to the Authority of the Service Provider's justification for such non-compliance. If the Service Provider considers that it will not be able to comply with a Mandatory Standard in an emergency situation, the Service Provider may provide the Authority with a notice stating this and the Service Provider's justification for such non-compliance not less than five (5) days prior to the date from which the Service Provider wishes the Mandatory Standard to be waived.
- 2.3. the Authority shall give reasonable consideration to any request submitted by the Service Provider pursuant to paragraph 2.2 and the Service Provider's justifications for non-compliance. In particular, the Authority shall give reasonable consideration to instances where the Service Provider's justification for non-compliance relates to significant additional costs being incurred by the Service Provider in order to maintain compliance with the relevant Mandatory Standard. In all cases, the Authority shall, among other things, consider overriding safety considerations. The Authority may request, and the Service Provider shall promptly provide, such further supporting evidence or documentation that the Authority considers necessary in order for the Authority to consider the Service Provider's request for a waiver.
- 2.4. Within twenty (20) Business Days (or such longer period as the Authority may reasonably require) of receipt of a request for waiver of a Mandatory Standard from the Service Provider in accordance with paragraph 2.2, the Authority shall notify the Service Provider in writing of the Authority's decision concerning such waiver. The Authority shall, at its discretion, determine whether to grant a waiver and/or whether the granting of a waiver will be subject to any restrictions or time limitations as the Authority may in its discretion determine to impose on the Service Provider. Any such restrictions or time limitations shall be set out in the Authority's response to the Service Provider's request for a waiver. For the avoidance of doubt, the Service Provider acknowledges that its failure to seek or obtain a waiver in accordance with paragraphs 2.2 to 2.4 shall in no circumstances be or be deemed to be a Relief Event.

## 3. Mandatory Changes to Standards

- 3.1. Where a Mandatory Standard is updated and/or amended during the Term and its implementation is mandatory in accordance with any Law or the decision of any relevant Regulatory Body (a "**Mandatory Amended Standard**") (for the avoidance of doubt, the Authority is not a relevant Regulatory Body for the purposes of this paragraph) then the Service Provider

shall comply with such Mandatory Amended Standard within the timeframes as dictated by the change in law, provided that where:

- 3.1.1. there is a possibility that the implementation of such Mandatory Amended Standard will impact on the day-to-day operation by the Authority of its businesses; or
- 3.1.2. the implementation of such Mandatory Amended Standard is likely to materially alter the method by which the Service Provider provides the Services,

the Service Provider shall consult fully with the Authority and shall provide such information as the Authority may require to Assure the Authority that any disruption and the impact of such disruption shall be minimised in implementing such Mandatory Amended Standard.

- 3.2.** The Service Provider shall implement any Mandatory Amended Standard in accordance with paragraph 3.1 at no cost to the Authority.
- 3.3.** Any other updates to a Mandatory Standard, other than a Mandatory Amended Standard, or updates to other Standards shall be dealt with in accordance with the Variation Procedure set out in Schedule 9 (Form of Variation).

## APPENDIX 1 – LIST OF STANDARDS

The Service Provider shall be compliant with the Standards set out in this Appendix 1 with effect from the Service Commencement Date.

### Technology Standards

Standards relating to the design, operation and physical characteristics of the Supplier System:

Reference	Description	Category	Applies to
BS EN 60950-1:2006+A12:2011	IT equipment safety: general requirements	A2	System-wide
IEEE 829-2008	Standard for Software and System Test Documentation	B	
ISO/IEC 20000	IT Service Management	A2	

### General Standards

Standards relating to other corporate and operational requirements:

Reference	Description	Category	Applies to
BS OHSAS 18001	Occupational Health and Safety Assessment Series	A	
BS EN ISO 9001	Quality Management Systems – Requirements	A	
BS EN ISO 10005	Quality Management Systems – Guidelines for quality plans	A	
BS EN 9004	Managing for the sustained success of an organisation – A quality management approach	B	
BS EN ISO 14001	Environmental management systems – requirements with guidance for use	A	
BS 8555	Environmental management systems – Guide to the phased implementation of an environmental management system including the use of environmental performance evaluation	A	
GLA Responsible Procurement Policy	GLA Group Responsible Procurement Policy	B	
1-282 A3	Corporate Visual Identity	A3	
TfL Corporate publications	TfL Corporate Publications Standard	A	

standard Issue04			
Design-Principles-140507.pdf	Key Design Principles	A	
Sponsorship company branding and 3rd party	Sponsorship company branding and 3rd party	B	
Electronic Communications (including Email and internet) and Equipment Usage Policy updated 1 October 2010	TfL Policy	A	
Browser and Device Support		A	
TfL Code of Connection Policy Version 1.3		A	
Bullying and Harassment Policy and Procedure updated 1/ October 2010		A	
TfL Code of Conduct effective 1 October 2008		A	
Safety and Wellbeing		A	
Business Ethics Policy effective 21 May 2007		A	
System Access Control Policy Issue 0.14		A	
Cyber Security		A	
Network VPN Standards		A	
Information and Records Disposal Schedule	Customer, Communication and Technology, Revenue Policies, Oyster concessionary schemes	A	

## Security Standards

Standards relating to the security of the Supplier System:

Reference	Description	Category	Applies to
TfL InfoSec Policy Date TBD	TfL's Information Security Policy	A1	
	BS ISO/IEC 27001:2005, Information technology –		

ISO IEC 27001	Security techniques – Information security management systems – Requirements, First Edition, 15 October 2005.	B	
ISP IEC 27000	BS ISO/IEC 27000:2009, Information technology – Security techniques – Information security management systems – Overview and vocabulary, 2011.	B	
ISO IEC 27002	BS ISO/IEC 27002:2005, Information technology – Security techniques – Code of Practice for Information security management systems, 2005.	B	
ISO IEC 27004	BS ISO/IEC 27004:2009, Information technology – Security techniques – Information security management measurements, 2009.	B	
ISO IEC 27005	BS ISO/IEC 27005:2011, Information technology – Security techniques – Information security risk management, 2011.	B	
Standards_Reference_Guide_FINAL_103112	Logical Security Requirements for Personalisation Bureaus, MasterCard Worldwide, June 2007.	B	
sp800-37-rev1-final	Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Life Cycle Approach, National Institute for Standards and Technology, Special Publication 800- 37, Feb 2010.	B	
sp800-53-rev4-ipd	Security and Privacy Controls for Federal Information Systems and Organizations (Final Public Draft), National Institute for Standards and Technology, Special Publication 800-53, Feb 2013.	B	
Reference	Description	Category	
SP800-61rev2	Computer Security Incident Handling Guide, National Institute for Standards and Technology, Special Publication 800-61, Rev 2, Aug 2012.	B	
Arch-Principles	TfL Architecture Principles	B	
Arch-Guide-ID	TfL Architecture Guidelines – Interface Design	B	

Conc-Arch	TfL Concept Architecture Template	B	
Arch-Guide-MEP-v1.0	TfL Architecture Guidelines – Message Exchange Patterns	B	
Sparx-Ent-Arch-Guide-v0.5	TfL Sparx Enterprise Architecture Guidelines	B	
PCI-DSS-V3.1	Payment Card Industry (PCI) Data Security Standard, Requirements and Security Assessment Procedures, Version 3.1, April 2015	A	As required in Schedule 5.2, 6.2, 6.4

## APPENDIX 2 – TFL POLICES

The following Authority standards and policies shall apply to the provision of the Service:

1. Browser and Device Support
2. Code of Connection Policy
3. Bullying and Harassment Policy and Procedure
4. TfL Code of Conduct
5. Safety and Wellbeing
6. Information Security Policy
7. Business Ethics Policy
8. System Access Control Policy
9. Cyber Security
  - 9.1 Secure builds and configurations policy
  - 9.2 Network security policy
  - 9.3 System access control policy
  - 9.4 Cyber security incident management policy
  - 9.5 Malware prevention policy

- 9.6 Security logging, monitoring and audit policy
- 9.7 Removable media policy
- 9.8 Home and mobile working policy
- 9.9 Third Party cyber security policy
- 10.** Network VPN Standards
- 11.** Oyster concessionary schemes disposal schedule v1.0
- 12.** Electronic Communications

**PLEASE REFER TO ELECTRONIC DOCUMENT TITLED ITN2B\_SCH1\_POLICIES AS PROVIDED BY THE AUTHORITY AT ITN PHASE 2B STAGE.**

## 16. SCHEDULE 16 – COMMERCIALY AVAILABLE PRODUCTS AND OPEN-SOURCE SOFTWARE

**[NOTE : THE COMMERCIALY AVAILABLE PRODUCTS AND Open-Source Software ARE COMPONENTS OF THE CONCESSIONS SYSTEM]**

### 1. Commercially Available Products

1.1. [list products here e.g. (i) Microsoft xxxx software version 0y.0z; (ii) etc. TO BE COMPLETED BY THE SERVICE PROVIDER TO ENABLE THE AUTHORITY TO ASSESS THE COMMERCIALY AVAILABLE PRODUCTS]

### 2. Open-Source Software

2.1. [list software here e.g. (i) **GNU Lesser General Public License v. 3.0 (LGPL 3.0)** URL: <http://www.gnu.org/licenses/lgpl.html>; (ii) etc. TO BE COMPLETED BY THE SERVICE PROVIDER TO ENABLE THE AUTHORITY TO ASSESS THE OPEN-SOURCE SOFTWARE]

## 17. SCHEDULE 17 – CONFIDENTIALITY UNDERTAKING

[On letterhead]

To: The Directors,  
[Name of Recipient]  
[Address]

[Date]

Dear Sirs,

### **CONFIDENTIALITY UNDERTAKING**

We understand that [ ] (the "**Recipient**") is interested in receiving certain information concerning the Project. ***[NOTE: Complete as applicable, depending on whether the Authority is disclosing information or whether the Service Provider is disclosing information. For the avoidance of doubt, do not include references to both the Authority and the Service Provider.]***

### **DEFINITIONS**

1. In this confidentiality undertaking:

**"Confidential Information"** means all information, data and any materials of whatever nature in any form, including documentary, electronic and oral form (the

**"Materials"**) and all notes, memos, analyses, evaluations, studies and other records which are derived from or incorporate any of the Materials and which:

- (i) is marked as proprietary and confidential;
- (ii) is by its very nature confidential; or

(iii) may otherwise reasonably be regarded as confidential,

including, without limitation, Intellectual Property Rights of [Authority]/[Service Provider] or its third party licensors, in each case, disclosed, made known, or made available directly or indirectly, to the Recipient or to any Permitted Recipient by [Authority, Transport for London]/[Service Provider] or any subsidiary undertaking thereof whether before or after the date of this confidentiality undertaking, in connection with or relating to the Project or the business or affairs of [Authority]/[Service Provider] and its employees and/or contractors;

**"Intellectual Property Rights"** means any registered or unregistered letters patent, patented articles, designs, trade marks, service marks, trade names, copyright in all specifications, drawings and technical descriptions, computer software and databases, moral rights, inventions whether or not capable of protection by patent or registration, rights in commercial information and technical information, including know-how, research and development data, manufacturing methods and data, specifications and drawings, formulae, algorithms, prototypes and research materials, and other intellectual property rights, whether registered or unregistered and including applications for the grant of any such assets or rights of the foregoing descriptions and all rights or forms of protection having equivalent or similar effect anywhere in the world;

**"Permitted Purpose"** means [specify permitted purpose(s)];

**"Permitted Recipient"** means [directors,] [officers,] [employees,] [auditors,] [advisers,] [contractors,] [sub-contractors,] [agents] [and] [consultants,] of the Recipient ***[NOTE: Delete as applicable, but no further recipients should be added to this list.]*** who reasonably require access to the Confidential Information for the Permitted Purpose; and

**"Project"** means [specify applicable project].

## 2. CONFIDENTIALITY

2.1 In consideration of the receipt of the Confidential Information, the Recipient acknowledges that such information is of a proprietary and confidential nature and undertakes to [Authority]/[Service Provider] that:

(a) it will comply or, as appropriate, procure compliance with the obligations and undertakings set out in this confidentiality undertaking;

- (b) it shall receive and maintain the Confidential Information in strictest confidence and ensure that the Confidential Information is protected with the degree of care and security measures that the Recipient would apply to its own confidential information;
- (c) it will not make or permit any use of the Confidential Information or any part of it except for the Permitted Purpose;
- (d) it shall not disclose the Confidential Information to any third party without the prior written consent of [Authority]/[Service Provider], except that it is entitled to disclose the Confidential Information to Permitted Recipients, provided that the Recipient ensures that any Permitted Recipient to whom access to the Confidential Information is to be given is fully aware of the Recipient's obligations and undertakings under this confidentiality undertaking and the Recipient shall procure that each Permitted Recipient complies with such obligations and undertakings as though the Permitted Recipient were a party to this confidentiality undertaking;
- (e) it will not remove or tamper with any disclaimer or proprietary notice or other marking on the Confidential Information; and
- (f) it shall not, except where provided in clause 2.1(d), or without the prior written consent of [Authority]/[Service Provider], disclose to any third party the nature or content of any discussions or negotiations between the parties relating to the Confidential Information.

2.2 The obligations set out in clause 2.1 do not apply to any Confidential Information which:

- (a) the Recipient can show was in its lawful possession and at its free disposal independent of the disclosure to the Recipient by [Authority]/[Service Provider];
- (b) is lawfully disclosed to the Recipient without any obligations of confidence, by a third party who has not derived it directly or indirectly from [Authority]/[Service Provider];
- (c) the Recipient can show has been independently developed by the Recipient without reference to the Confidential Information; or
- (d) is required by law or by order of a court of competent jurisdiction to be disclosed, in which case before it discloses any Confidential Information to the Recipient shall (to the extent permitted by law) inform [Authority]/[Service Provider].

Provider] of the full circumstances and the information required to be disclosed and consult with [Authority]/[Service Provider] as to possible steps to avoid or limit disclosure and take such of those steps as [Authority]/[Service Provider] may reasonably require.

- 2.3 The Recipient shall keep a record of the Confidential Information provided to it and, so far as is reasonably possible, of the location of that Confidential Information and of any persons to whom the Recipient has passed any Confidential Information. The Recipient shall, if requested by [Authority]/[Service Provider], deliver to [Authority]/[Service Provider] a copy of such record and agrees that [Authority]/[Service Provider] may disclose the identity of the Recipient and the record maintained under this clause 2.3 to any third party that has directly or indirectly provided the applicable Confidential Information to [Authority]/[Service Provider] or to which the applicable Confidential Information relates, at the request of such third party.
- 2.4 If the Recipient becomes aware that Confidential Information has been disclosed in breach of this confidentiality undertaking, it shall immediately inform [Authority]/[Service Provider] of the full circumstances of any disclosure.
- 2.5 The Confidential Information shall be and shall remain the property of [Authority]/[Service Provider] or its third party licensors.
- 2.6 The obligations and undertakings set out in this confidentiality undertaking shall remain in effect until five (5) years from the date of disclosure of the Confidential Information.

### **3. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION**

- 3.1 The Recipient shall, at [Authority]/[Service Provider]'s request:
  - (a) deliver to [Authority]/[Service Provider] or destroy all documents and other materials in its possession, custody or control ( or the relevant parts of such materials) that bear or incorporate any part of the Confidential Information; and
  - (b) remove all computer records (and destroy copies, reproductions and recordings of them) derived or produced partly or wholly from any of the Confidential Information, including (without limitation) the purging of all disk-based Confidential Information and the permanent reformatting of all disks,

and shall provide to [Authority]/[Service Provider] upon request a certificate signed by a duly authorised representative of the Recipient confirming compliance with this clause 3.

#### **4. REMEDIES**

The Recipient acknowledges that damages would not be an adequate remedy for any breach of the provisions of this confidentiality undertaking and that (without prejudice to any other remedies to which [Authority]/[Service Provider] may be entitled as a matter of law) [Authority]/[Service Provider] shall be entitled to seek the remedies of injunction, specific performance and other equitable relief to enforce the provisions of this confidentiality undertaking and no proof of special damages shall be necessary for the enforcement of the provisions of this confidentiality undertaking.

#### **5. INDEMNITY**

The Recipient shall indemnify and keep indemnified [Authority]/[Service Provider], and any third party that has directly or indirectly provided Confidential Information to [Authority]/[Service Provider] or to which the Confidential Information relates, from and against any loss, damage, claims, demands, actions, costs, charges, expenses, liabilities and proceedings (including legal fees and expenses and on an after tax basis) whatsoever arising out of or in connection with any breach by the Recipient of the terms of this confidentiality undertaking.

#### **6. NO REPRESENTATIONS OR WARRANTIES**

6.1 No representation or warranty is made or given as to the accuracy or the completeness of the Confidential Information or any other information supplied or as to the reasonableness of any assumptions on which any of the same is based, and the Recipient agrees with [Authority]/[Service Provider] that (without prejudice to any liability for fraud) [Authority]/[Service Provider] shall not have any liability to the Recipient resulting from the use of Confidential Information or any other information supplied, or for any opinions expressed by any of them, or for any errors, omissions or misstatements made by any of them in connection with the Project.

6.2 This confidentiality undertaking shall not be effective to transfer any interest in any Intellectual Property Rights to the Recipient.

#### **7. ASSIGNMENT**

The rights and obligations of the Recipient under this confidentiality undertaking are personal and shall not be assigned, charged or otherwise dealt with.

## **8. NO WAIVER**

No failure by [Authority]/[Service Provider] in exercising any right, power or privilege hereunder shall constitute a waiver by [Authority]/[Service Provider] of any such right, power or privilege, nor shall any single or partial exercise thereof preclude any further exercise of any such right, power or privilege.

## **9. ANNOUNCEMENTS**

Subject to clause 2.2, the Recipient shall not make or permit or procure to be made any public announcement or disclosure (whether for publication in the press, trade periodicals or on radio, television, internet or any other medium or otherwise) of any Confidential Information without the prior written consent of [Authority]/[Service Provider].

## **10. COUNTERPARTS**

This confidentiality undertaking may be executed in one or more counterparts. Any single counterpart or set of counterparts executed, in either case, by all the parties thereto shall constitute a full and original instrument for all purposes.

## **11. ENTIRE AGREEMENT AND SEVERANCE**

- 11.1 Each of the parties to this confidentiality undertaking confirms that this confidentiality undertaking represents the entire understanding, and constitutes the whole agreement, in relation to its subject matter and supersedes any previous agreement between the parties with respect thereto and, without prejudice to the generality of the foregoing, excludes any warranty, condition or other undertaking implied at law or by custom, usage or course of dealing.
- 11.2 In the event that any part (including any sub-clause or part thereof) of this confidentiality undertaking shall be void or unenforceable by reason of any applicable law, it shall be deleted and the remaining parts of this confidentiality undertaking shall continue in full force and effect and if necessary, both parties shall use their best endeavours to agree any amendments to the confidentiality undertaking necessary to give effect to the spirit of this confidentiality undertaking.
- 11.3 No variation of this confidentiality undertaking shall be effective unless it is in writing signed by the parties.

**12. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT**

- 12.1 Subject to clause 12.2, no term of this confidentiality undertaking is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this confidentiality undertaking.
- 12.2 The obligations and undertakings of the Recipient, the indemnity given by the Recipient and the remedies to which [Authority]/[Service Provider] is entitled under this confidentiality undertaking shall be enforceable against the Recipient by any third party that has directly or indirectly provided Confidential Information to [Authority]/[Service Provider] or to which the Confidential Information relates as a third party beneficiary under the Contracts (Rights of Third Parties) Act 1999.

**13. GOVERNING LAW AND JURISDICTION**

- 13.1 This confidentiality undertaking shall be governed by, and construed in accordance with, the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

If you are in agreement with the terms of this letter, please sign and return one copy.

Yours faithfully,

.....

**FOR AND ON BEHALF OF [AUTHORITY]/[SERVICE PROVIDER]  
Director**

We agree,

.....

**FOR AND ON BEHALF OF [RECIPIENT]  
Director**

**18. SCHEDULE 18 – NOT USED**

**19. SCHEDULE 19 – NOT USED**

## **20. SCHEDULE 20 – TECHNICAL SPECIFICATION**

- To be provided by the Service Provider as part of Transition.

## **21. SCHEDULE 21 - SERVICE PROVIDER CONFIDENTIAL INFORMATION**

- Non-public information relating to costing, pricing structures or financial models (including, but not limited to, profit margins, benchmarks, discounts, financial performance or management accounts);
- Information relating to Novacraft's business model, specific methods, techniques, knowledge, know-how or systems setting out how the services will be delivered by Novacraft under the contract;
- Detailed technical information about Novacraft's services, expertise and skill sets;
- Information in relation to Novacraft's arrangements with suppliers or customers (especially pricing information); and
- Information relating to any and all financing arrangements.