SCHEDULE 8.8

DOCUMENT MANAGEMENT

VERSION CONTROL

VERSION NUMBER	DATE	COMMENT
1.0	27 June 2018	Executed by the Parties

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SCHEDULE 8.8 – DOCUMENT MANAGEMENT

1. **PURPOSE**

1.1 This Schedule sets out:

1.1.1 the Supplier's obligations to provide and maintain the Documents; and

1.1.2 the Parties obligations in respect of the Document Approval Procedure.

2. **DOCUMENTS**

2.1 The Supplier shall:

2.1.1 where required in accordance with this Agreement, submit the Supplier Documentation to TTL for Approval;

2.1.2 maintain the Documents in accordance with this Agreement (including Schedule 8.4 (Records) where applicable);

2.1.3 provide the Documents in their native electronic format and any alternative electronic or hard copy format reasonably required by TTL to enable review, mark up and comment;

2.1.4 maintain back-ups of the Documents in a manner which ensures easy, secure and complete recovery in the event that a restore is required; and

2.1.5 create, share and store the Documents in a manner which enables TTL to easily produce legible copies suitable for viewing and printing.

2.2 Within ten (10) Working Days of the Effective Date the Supplier shall propose for Approval by TTL relevant templates (including for information such as reviewer details and version history) and file naming conventions to be used for the Documents.

2.3 The Parties shall work together to identify those Documents which shall be security-classified using the "TfL Unclassified", "TfL Restricted" and "TfL Confidential" marking set out in the Standard titled 'TfL Standard – Information Security Classification' referenced in Schedule 2.3 (Standards) as such Standard is amended from time to time.

2.4 In the event of any conflict between this Schedule and Schedule 8.4 (Records), unless TTL approves otherwise in writing Schedule 8.4 (Records) shall prevail.

3. **DOCUMENT REGISTER**

3.1 The Supplier shall maintain the Document Register that allows the Documents to be sorted by any combination of the following:

3.1.1 unique reference;

3.1.2 dates (e.g. of issue, of revision);

3.1.3 revision number;

3.1.4 title;

3.1.5 subject matter based on the use of key words;

3.1.6 issue number;

3.1.7 status;

3.1.8 originating organisation and author; and

3.1.9 file type.

3.2 The Supplier shall:

3.2.1 retain details of superseded Documents and a record of the superseding Documents together with an audit trail;

3.2.2 provide TTL with 'read only' access to the Document Register, which shall include the ability to sort the Documents as described in paragraph 3.1 and save local copies of any Document on TTL's systems; and

3.2.3 maintain a version control table in each Document which shows the history of the changes made in each version.

4. DOCUMENT APPROVAL PROCEDURE

4.1 Where:

4.1.1 this Agreement requires any Supplier Documentation to be Approved by TTL (or to be provided to TTL for Approval);

4.1.2 following Approval of any Supplier Documentation, TTL proposes in writing (at any time) reasonable changes to the Supplier Documentation for approval by the Supplier,

the Document Approval Procedure set out in this paragraph 4 shall apply.

4.2 If a change to any Supplier Documentation under the Document Approval Procedure gives rise to a Contract Change, such Contract Change shall be processed by the Parties in accordance with the Change Control Procedure.

4.3 The Supplier shall give TTL not less than three (3) Working Days' notice prior to submitting any Supplier Documentation to TTL for Approval.

4.4 Upon receipt of the Supplier Documentation, TTL shall as soon as practicable and in any event no later than ten (10) Working Days after such receipt (unless the Parties, acting reasonably, agree a different timescale in writing):

4.4.1 confirm in writing to the Supplier that it Approves the Supplier Documentation;

4.4.2 request a meeting with the Supplier in order to discuss its comments on and/or proposed changes to the any Supplier Documentation (and, provided it has been given at least one (1) Working Day's notice of such meeting, the Supplier shall attend that meeting); and/or

4.4.3 summarise in writing to the Supplier its comments on and/or proposed changes to the Supplier Documentation.

4.5 Following a meeting pursuant to paragraph 4.4.2 and/or receipt of a summary of TTL's comments and/or changes pursuant to paragraph 4.4.3, the Supplier shall within five (5) Working Days (or such other time as may be agreed by the Parties, acting reasonably, in writing) submit a revised version of the relevant Supplier Documentation to TTL that addresses the comments and/or incorporates the changes proposed by TTL.

4.6 The Parties shall repeat the process set out in paragraphs 4.3 to 4.5 inclusive until TTL notifies the Supplier that it Approves the Supplier Documentation.

4.7 The Supplier agrees that there shall be no transfer of risk by the Supplier to TTL in connection with the Services or this Agreement (or any part) arising from any Approval of any Supplier Documentation by TTL in accordance with this paragraph 4 and consequently any such Approval shall be without prejudice to the Supplier's obligations to perform this Agreement in accordance with its terms and TTL's rights and remedies in relation to the Supplier's breach of its obligations under this Agreement or at Law.