SCHEDULE 6.1

TRANSITION

VERSION CONTROL

VERSION NUMBER	DATE	COMMENT
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SCHEDULE 6.1 – TRANSITION

1. PURPOSE

1.1 This Schedule contains provisions relating to:

1.1.1 the performance of the Transition Services during the Transition Period, including in relation to the Transition Plan; and

1.1.2 the Achievement of Milestones.

2. KEY PHASES

2.1 The Transition Services include the following key phases:

2.1.1 Mobilisation and Planning Phase – the Supplier's ramp up of resources, planning and preparation to commence the performance of this Agreement during the period from the Effective Date to the Achievement of Milestone MS1;

2.1.2 Design and Development Phase – the Supplier's activities relating to the design and development of the RTO System during the period from the Achievement of Milestone MS1 to the Achievement of Milestone MS6;

2.1.3 Migration Phase – the deployment of the RTO System into TTL's live environment during the period from the Achievement of Milestone MS6 to the Achievement of Milestone MS7B; and

2.1.4 Assurance Phase – the three (3) month period from the Achievement of Milestone MS7B and ending on the Achievement of Milestone M8, during which performance of the RTO System is assessed to ensure that it is performing in accordance with this Agreement.

3. GENERAL TRANSITION OBLIGATIONS

3.1 The Supplier shall perform the Transition Services in accordance with this Agreement and in addition shall:

3.1.1 perform the Transition Services so as to minimise any disruption to TTL, TfL and the Other SITS Suppliers and their respective businesses;

3.1.2 where applicable co-operate with, and co-ordinate its Transition Service activities with any similar activities undertaken by, each Other SITS Supplier in accordance with Clauses 5.9 to 5.11 inclusive of this Agreement;

3.1.3 appoint a Transition Manager in accordance with Schedule 9.2 (Key Personnel) who, with effect from the Effective Date, shall be a single point of contact for TTL with respect to addressing Transition Services issues;

3.1.4 identify and manage risks relating to the Transition Services within the Risk Register, form risk mitigation strategies, take preventive measures and develop contingency plans (where TTL deems this to be necessary) for rapid recovery from circumstances where an identified risk actually occurs;

3.1.5 in respect of the Migration Phase:

(a) migrate all relevant UTC/SCOOT System data to the RTO System in accordance with the Transition Plan and this Agreement;

(b) maintain the integrity, accuracy and consistency of all relevant data (including without limit Signal Timing and equipment identifier data) across the UTC/SCOOT System and the RTO System so as to not cause any disruption to the operation of the Interoperable Middleware;

(c) enable the operation of both the UTC/SCOOT System and the RTO System in parallel during the Migration Phase so that Users experience a seamless migration from the UTC System to the RTO System (provided that, for the avoidance of doubt, only one of the UTC/SCOOT System and the RTO System shall control relevant traffic lights at any one time);

(d) make provision for (and implement where necessary) a roll-back solution to the UTC/SCOOT System; and

(e) coordinate its activities with TTL in order to support TTL's decommissioning activities relating to the UTC/SCOOT System as notified to the Supplier.

4. TRANSITION MILESTONES

4.1 The Transition Milestones (and the associated Milestone Dates and Milestone Achievement Criteria) are set out at Appendix 1.

4.2 All changes to Appendix 1 shall be subject to the Change Control Procedure provided that the Supplier shall not attempt to postpone any of the Transition Milestones using the Change Control Procedure or otherwise (except in accordance with Clause 30 of this Agreement in respect of Relief Events).

4.3 Details of relevant activities or Documents which appear in the Milestone Achievement Criteria set out in Appendix 1 are set out in Appendix 2.

4.4 Where the Milestone Achievement Criteria requires Approval by TTL of any Supplier Documentation in accordance with the Document Approval Procedure, the Supplier shall allow sufficient time for the operation of the Document Approval Procedure (having regard to the nature and scope of the relevant Supplier Documentation and the number of review cycles likely to be required) to facilitate Approval of the Supplier Documentation by the relevant Milestone Date.

5. TRANSITION PLAN

5.1 The first version of the Transition Plan is agreed by the Parties at the Effective Date.

5.2 Each updated version of the Transition Plan shall be subject to Approval by TTL provided that any proposed change to the information set out at Appendix 1 shall be processed by the Parties in accordance with paragraph 4.2.

5.3 The Supplier shall ensure that each version of the Transition Plan:

5.3.1 incorporates all of the Transition Milestones and the Milestone Dates set out in Appendix 1;

5.3.2 includes "level 2" detailed activities associated with the delivery of the Transition Services and the Achievement of the Transition Milestones for the next three (3) months (or alternative period agreed by the Parties), which shall include the detailed roles, responsibilities, interaction and inputs of both Parties (including staffing requirements);

5.3.3 includes "level 1" high level activities (associated with the delivery of the Transition Services and the Achievement of the Transition Milestones for the remainder of

the Transition Period, which shall include the high level roles and responsibilities of both Parties (including staffing requirements);

5.3.4 clearly shows how the Supplier has allowed for appropriate schedule risk (also known as time risk) ahead of the Milestone Dates and the planned completion dates for all relevant deliverables; and

5.3.5 is produced using MS Project unless agreed otherwise by TTL in writing.

6. PROGRESS REPORTING

6.1 At least three (3) Working Days before each RTO Transition Group meeting, or more frequently as TTL may require, the Supplier shall provide TTL with a Progress Report which sets out the progress of, and outlook for, the activities in relation to the Transition Plan, including:

6.1.1 key items for discussion with TTL, including any actions or decisions which may be required by TTL in the next two (2) months;

6.1.2 a qualitative assessment of the overall progress of the Transition Services shown as either:

(a) Green – the next Transition Milestones are on target to be Achieved by their Milestone Dates;

(b) Amber – the next Transition Milestones are at risk of not being Achieved by their Milestone Dates, accompanied by the Supplier's estimate of the most likely date on which the Transition Milestones will be Achieved and proposed mitigation; or

(c) Red – the next Transition Milestones are unlikely to be Achieved by their Milestone Date, accompanied by the Supplier's estimate of the most likely date on which the Transition Milestones will be Achieved and proposed mitigation;

6.1.3 a qualitative assessment of the progress of the key activities and deliverables for each Transition Milestone referred in paragraph 6.1.2 shown as either:

(a) Green – the activity or deliverable is on target to be completed in time for the Achievement of the relevant Transition Milestone by its Milestone Date;

(b) Amber – the activity or deliverable is at risk of not being completed in time for the Achievement of the relevant Transition Milestone by its Milestone Date, accompanied by the Supplier's estimate of the most likely date on which the deliverable will be completed and proposed mitigation; or

(c) Red – the activity or deliverable is unlikely to be completed in time for the Achievement of the relevant Transition Milestone by its Milestone Date or the activity or deliverable is not complete and the associated Milestone Date has passed, accompanied by the Supplier's estimate of the most likely date on which the deliverable will be completed and proposed mitigation;

6.1.4 a risk update showing:

(a) the ten (10) highest-ranked risks in the Risk Register (unless agreed otherwise by TTL, risks are to be ranked based on a quantitative assessment of the likelihood and severity of delay to delivery of

Transition Milestones or timing for inputs, interactions, technical cooperation and TTL Personnel involvement set out in the Transition Plan);

(b) a list of new risks added to the Risk Register since the last Progress Report; and

(c) a list of risks in the Risk Register that have had a score increase since the last Progress Report.

6.1.5 an issues update showing:

(a) a list of new issues added to the Issues Register since the last Progress Report; and

(b) a list of open issues in the Issues Register and a description of the actions taken to resolve each issue;

6.1.6 a summary of the next steps in the Transition Plan (including any dependencies on TTL Personnel);

6.1.7 a summary of all agreed changes to the Transition Plan made in accordance with the Document Approval Procedure; and

6.1.8 a financial summary reflecting the Milestone Payments invoiced to TTL and made to date.

6.2 The Parties shall consider each Progress Report at the next meeting of the RTO Transition Group.

6.3 The Progress Report mechanisms described in this paragraph 6 are without prejudice to the Supplier's obligation to Achieve the Transition Milestones by the relevant Milestone Dates and TTL's rights and remedies set in this Agreement in relation to the same.

7. MILESTONE ACHIEVEMENT PROCEDURE

7.1 The Supplier shall provide TTL with a Milestone Achievement Report following the Achievement (or, where the Supplier proposes for Clause 30.1(c)(i)(2) of this Agreement to apply, the part-Achievement) of each Milestone.

7.2 The Milestone Achievement Report shall contain sufficient evidence that, in TTL's reasonable opinion, enables TTL to verify the extent of the Achievement of the Milestone, including whether the Milestone (or the relevant part) was Achieved on, before or after the Milestone Date. The Supplier shall provide such additional evidence as TTL may reasonably require for the purpose of its assessment of the Milestone Achievement Report.

7.3 Where the Supplier proposes that Clause 30.1(c)(i)(2) of this Agreement should apply in respect of the part-Achievement of a Milestone, the Milestone Achievement Report must also contain:

7.3.1 details of the specific Milestone Achievement Criteria that have (and have not) been Achieved;

7.3.2 a copy of the Relief Notice provided to TTL under Clause 30.2 of this Agreement;

7.3.3 to the extent not described in the Relief Notice, details of the impact of the Relief Event on the Milestone Achievement that have not been Achieved;

7.3.4 a proposed timetable and plan for the Achievement of the outstanding Milestone Achievement Criteria; and

7.3.5 the proposed percentage of the Milestone Payment to be made by TTL for the part-Achievement of the Milestone.

7.4 TTL shall within five (5) Working Days of receipt of each Milestone Achievement Report which contains the evidence referred to in paragraph 7.2 and (where applicable) the information detailed in paragraph 7.3 either:

7.4.1 issue a Milestone Achievement Certificate confirming that the relevant Milestone has been Achieved (or part-Achieved where applicable); or

7.4.2 notify the Supplier in writing that TTL considers that the relevant Milestone has not been Achieved (or part-Achieved where applicable) and provide supporting reasons.

7.5 If TTL notifies the Supplier in accordance with paragraph 7.4.2 then, without prejudice to TTL's rights and remedies under this Agreement in relation to the Achievement of Milestones, the Parties shall promptly meet to discuss the Achievement (or otherwise) of the relevant Milestone. In such circumstances TTL shall issue a Milestone Achievement Certificate only if the Parties agree that the relevant Milestone has been Achieved (or part-Achieved where applicable). In the event that the Parties fail to agree whether or not the relevant Milestone has been Achieved (or part-Achieved where applicable) then the matter shall be treated as a Dispute which the Parties shall submit to the Dispute Resolution Procedure.

7.6 In the event that a Milestone Payment is associated with the relevant Milestone, the Supplier may raise an invoice for the Milestone Payment (or relevant percentage in respect of a part-Achievement) in accordance with paragraph 11 of Schedule 7.1 (Charges and Invoicing) only if a Milestone Achievement Certificate has been issued in respect of that Milestone.

7.7 The Supplier may commence work in respect of any Milestone without a Milestone Achievement Certificate being issued for any prior Milestone, provided that the Supplier may raise an invoice in respect of a Milestone Payment only in accordance with paragraph 7.6.

APPENDIX 1 – MILESTONES

REDACTED

APPENDIX 2 – MILESTONE DELIVERABLES

****REDACTED****