SCHEDULE 8.1

GOVERNANCE

VERSION CONTROL

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SCHEDULE 8.1 – GOVERNANCE

1. PURPOSE

This Schedule sets out the governance arrangements for the purpose of this Agreement.

2. GENERAL PRINCIPLES

2.1 The Parties acknowledge that the governance arrangements set out in this Schedule shall play an important role in determining the long-term success of the relationship between the Parties. In applying the governance arrangements, the Parties shall comply with the following guiding principles:

2.1.1 the Parties shall focus on the identification and resolution of all issues that will support the long-term success of the relationship;

2.1.2 issues should be discussed with counterparts in advance of governance meetings so that meeting time can be focused on resolution, action planning and/or guidance;

2.1.3 where practical to do so and agreed by the Parties, meetings of different groups and boards shall be arranged to follow on and potentially even be combined to minimise the impact on time and resources for all Parties; and

2.1.4 where deemed necessary by TTL for the successful delivery of the overall SITS Programme, Other SITS Suppliers may be invited to specific meetings in accordance with paragraph 2.3 and the Supplier may likewise be required to attend the equivalent groups held between TTL and the Other SITS Suppliers.

2.2 The governance arrangements set out in this Schedule shall be subject to periodic review by the RTO Relationship Management and Steering Group.

2.3 At its sole discretion, TTL shall have the right to invite any individual from TTL, TfL or any Other SITS Supplier to attend any of the meetings held pursuant to this Schedule, provided that TTL shall ensure that any such Other SITS Supplier is bound by reasonable confidentiality obligations.

2.4 Subject to paragraph 2.5, all meetings held pursuant to this Schedule shall be held at TTL Sites, or at such other venue as may be agreed between the Parties prior to the relevant meeting.

2.5 Where practical to do so and agreed by the Parties, meetings held pursuant to this Schedule may be conducted remotely via conferencing facility instead of face to face.

2.6 If a Dispute arises the Parties shall attempt to resolve the Dispute within the relevant Group in accordance with paragraph 2.1 of Schedule 8.3 (Dispute Resolution Procedure).

2.7 The operation of the governance arrangements set out in this Schedule shall not relieve the Supplier from its obligation to perform this Agreement in accordance with its terms.

2.8 As an early task of each Group the Parties shall ensure that the Groups determine appropriate terms of engagement including meeting formalities and the basis on which decisions shall be made both within and outside of the relevant Group meetings, provided that such terms of engagement are consistent with this Schedule (including the governance rules set out in paragraph 4).

3. GROUPS AND OTHER MEETINGS

Groups

3.1 The Parties shall establish the following Groups which are more fully described in this Schedule and illustrated at Appendix 1:

3.1.1 the RTO Relationship Management and Steering Group;

3.1.2 the RTO Transition Group;

3.1.3 the RTO Service Delivery Group;

3.1.4 the RTO Product Development Group; and

3.1.5 the RTO Exploitation Business Group.

TTL Boards and Groups

3.2 In addition to the Groups identified in paragraph 3.1, the Supplier shall support and attend meetings of the following internal TTL or TfL boards and groups as notified by TTL from time to time:

3.2.1 the RTO Project Board;

3.2.2 the SITS Programme Board; and

3.2.3 any other relevant internal TTL or TfL board or group.

Other Meetings

3.3 The Supplier shall attend such additional meetings and/or telephone conferences on an ad hoc basis to discuss specific issues relating to the Services as notified by TTL from time to time.

3.4 Such meetings and telephone conferences may include, but shall not be limited to:

3.4.1 weekly meeting or telephone conference call as may be mutually agreed to discuss progress against the Transition Plan, risks, issues and opportunities and any specific items arising from the RTO Transition Group;

3.4.2 weekly meeting or telephone conference call as may be mutually agreed to discuss ongoing Service issues, urgent incidents and any specific items arising from the RTO Service Delivery Group;

3.4.3 senior level escalation meetings to review, discuss and resolve matters escalated and not resolved through other channels; and

3.4.4 other ad hoc meetings and telephone conferences that may be required from time to time to discuss and resolve issues and incidents to facilitate delivery of this Agreement.

3.5 In respect of any meetings pursuant to paragraphs 3.2, 3.3 and 3.4:

3.5.1 TTL shall endeavour to provide reasonable notice to the Supplier of any required attendees, the reason for their required attendance and any preparatory work that may be necessary; and

3.5.2 the Supplier shall use all reasonable endeavours to ensure that the required attendees, or suitable representatives as may be agreed between the Parties, attend and are sufficiently prepared to provide input to the meetings as may be necessary.

4. GOVERNANCE RULES

4.1 Each Group shall, unless the RTO Relationship Management and Steering Group otherwise specifies, comply with the following rules of governance:

4.1.1 the chair of each Group shall be appointed by TTL;

4.1.2 the chair or appointed deputy shall manage the proceedings of the Group meetings;

4.1.3 the secretariat for each Group shall be provided by TTL and shall be responsible for:

(a) providing a minimum of ten (10) Working Days' notice to all proposed attendees of any Group meeting held pursuant to this Schedule (stating the time and place of the meeting) unless the Parties agree (acting reasonably) that reduced notice is required for reasons arising from the urgency of the issues for discussion or attendee availability, in which case the secretariat may give as much notice of the meeting as is reasonably practicable to provide in the circumstances;

(b) proposing an agenda, attendees and duration for that meeting (which shall be agreed between the Parties in writing prior to the meeting); and

(c) recording and circulating minutes of the meeting, maintaining a log of actions and decisions and monitoring progress against any actions.

4.1.4 a Group meeting shall only be validly convened if at least one (1) member of the Supplier's management team holding one of the positions detailed at Appendix 2 and one member of TTL's management team holding one of the positions detailed at Appendix 3, or their agreed nominated representatives who have sufficient authority to act on their behalf, is present.

4.2 Each Party shall appoint representatives as members of each Group as identified at Appendix 2 and Appendix 3 and shall ensure that those representatives are of appropriate seniority.

5. RTO RELATIONSHIP MANAGEMENT AND STEERING GROUP

5.1 The RTO Relationship Management and Steering Group shall be responsible for overseeing the overall success of the relationship between the Supplier and TTL, informing the strategic direction of the relationship and the Services and demonstrating executive commitment.

5.2 The first meeting of the RTO Relationship Management and Steering Group shall be no later than twenty (20) Working Days after the Effective Date and the RTO Relationship Management and Steering Group shall meet as frequently as necessary (and particularly where required by paragraph 2.6 above), but not less than once every three (3) Periods unless agreed otherwise by the Parties in writing.

5.3 The RTO Relationship Management Group shall:

5.3.1 oversee the relationship between the Supplier and TTL, facilitate positive working attitudes and approaches and provide strategic direction for the relationship;

5.3.2 liaise with, and receive reports from, the RTO Transition Group, the RTO Service Delivery Group, the RTO Product Development Group and the RTO Exploitation Business Group including in relation to issues or Disputes requiring escalation and considering and confirming decisions and actions to be taken; and

5.3.3 resolve any other issues escalated to it, including potential issues and conflicts relating to other aspects of the SITS Programme.

6. RTO TRANSITION GROUP

6.1 The RTO Transition Group shall be responsible for:

6.1.1 monitoring progress of the Transition Plan and Roadmap Projects and Innovation Projects (where Roadmap Projects or Innovations Projects are undertaken during the Transition Period);

6.1.2 reviewing the Achievement of Transition Milestones and (where Roadmap Projects or Innovation Projects are undertaken during the Transition Period) Project Milestones;

6.1.3 identifying and resolving risks, incidents and issues arising during the Transition Period (including which may impact Service Management and handing these to the Supplier's Service Management team as part of the Transition Services);

6.1.4 reviewing the level of the Supplier's resources (including Supplier Personnel) assigned to the provision of the Services;

6.1.5 discussing proposed Contract Changes and reviewing the status of proposed and agreed (but not yet implemented) Contract Changes;

6.1.6 where necessary and appropriate to do so in conjunction with the RTO Service Delivery Group, considering applicable elements of Support Charge Reviews and VfM Initiative Proposals made by the Supplier in accordance with Schedule 7.2 (Value for Money); and

6.1.7 providing the RTO Relationship Management and Steering Group with an overview of the issues, risks, opportunities and measures discussed at meetings of the RTO Transition Group and escalating any significant unresolved issues or Disputes for the RTO Relationship Management and Steering Group to resolve.

6.2 The first meeting of the RTO Transition Group shall be no later than twenty (20) Working Days after the Effective Date and, for the full duration of the Transition Period, the RTO Transition Group shall meet once each Period. Following the Transition Period, unless deemed necessary by the RTO Relationship Management and Steering Group to facilitate on-going Roadmap Projects or Innovation Projects, the RTO Transition Group shall cease to meet. Any residual responsibilities of the RTO Transition Group shall transfer to either the RTO Product Development Group or the RTO Service Delivery Group, whichever is agreed as most appropriate by the Parties.

7. RTO SERVICE DELIVERY GROUP

7.1 The RTO Service Delivery Group shall be responsible for the day to day management of the Support Services.

7.2 The first meeting of the RTO Service Delivery Group shall be no later than than twenty (20) Working Days after the Effective Date and, until three (3) Periods prior to Milestone MS7A, the RTO Service Delivery Group shall meet as frequently as necessary, but not less than once every three (3) Periods unless agreed otherwise by the Parties in writing. Thereafter, the RTO Service Delivery Group shall meet once each Period for the remainder of the Term.

7.3 The RTO Service Delivery Group shall be responsible for:

7.3.1 monitoring the performance of the Support Services including reviewing performance against the Performance Levels each month;

7.3.2 reviewing the Supplier's performance of Service Management including the resolution of Incidents and Problems;

7.3.3 reviewing and resolving escalated Incidents, Problems and risks affecting the on-going provision of the Services;

7.3.4 discussing potential opportunities to improve the performance, efficiency and effectiveness of the Services including those arising from quality assurance reports, stakeholder surveys and the management information collected in accordance with and the delivery of the Services;

7.3.5 leading Support Charge Reviews and considering VfM Initiative Proposals made by the Supplier in accordance with Schedule 7.2 (Value for Money);

7.3.6 discussing proposed Contract Changes and Operational Changes and reviewing the status of proposed and agreed (but not yet implemented) Contract Changes and Operational Changes;

7.3.7 reviewing the Exit Plan and monitoring the maintenance of the Exit Plan and the delivery of any Termination Services as may be required in accordance with Schedule 8.5 (Exit Management);

7.3.8 monitoring compliance with, and updates to, the SLNT Plan as developed in accordance with Schedule 2.6 (Responsible Procurement); and

7.3.9 providing the RTO Relationship Management and Steering Group with an overview of the issues, risks, opportunities and measures discussed at meetings of the RTO Service Delivery Group and escalating any significant unresolved issues or Disputes for the RTO Relationship Management and Steering Group to resolve.

8. RTO PRODUCT DEVELOPMENT GROUP

8.1 The RTO Product Development Group shall be responsible for managing the Product Roadmap in accordance with Schedule 6.4 (Product Roadmap).

8.2 The first meeting of the RTO Product Development Group shall be no later than than twenty (20) Working Days after the Effective Date and the RTO Product Development Group shall meet as frequently as is necessary, but not less than once every three (3) Periods unless agreed otherwise by the Parties in writing.

8.3 The RTO Product Development Group shall be responsible for:

8.3.1 reviewing and identifying potential changes to the Product Roadmap;

8.3.2 authorising the development of Project Proposals in accordance with Schedule 6.4 (Product Roadmap);

8.3.3 managing the Innovation and Change Fund and reviewing, identifying and agreeing activities that it will fund;

8.3.4 where necessary and appropriate to do so in conjunction with the RTO Service Delivery Group, considering applicable elements of Support Charge Reviews and

VfM Initiative Proposals made by the Supplier in accordance with Schedule 7.2 (Value for Money);

8.3.5 working closely with the RTO Exploitation Business Group to ensure that the development of the RTO System in accordance with the Product Roadmap is aligned with market expectations to ensure maximised benefit from the Exploitation Business; and

8.3.6 providing the RTO Relationship Management and Steering Group with an overview of the issues, risks, opportunities and measures discussed at meetings of the RTO Product Development Group and escalating any significant unresolved issues or Disputes for the RTO Relationship Management and Steering Group to resolve.

9. RTO EXPLOITATION BUSINESS GROUP

9.1 [redacted]

9.2 [redacted]

9.3 [redacted]

9.3.1 [redacted]

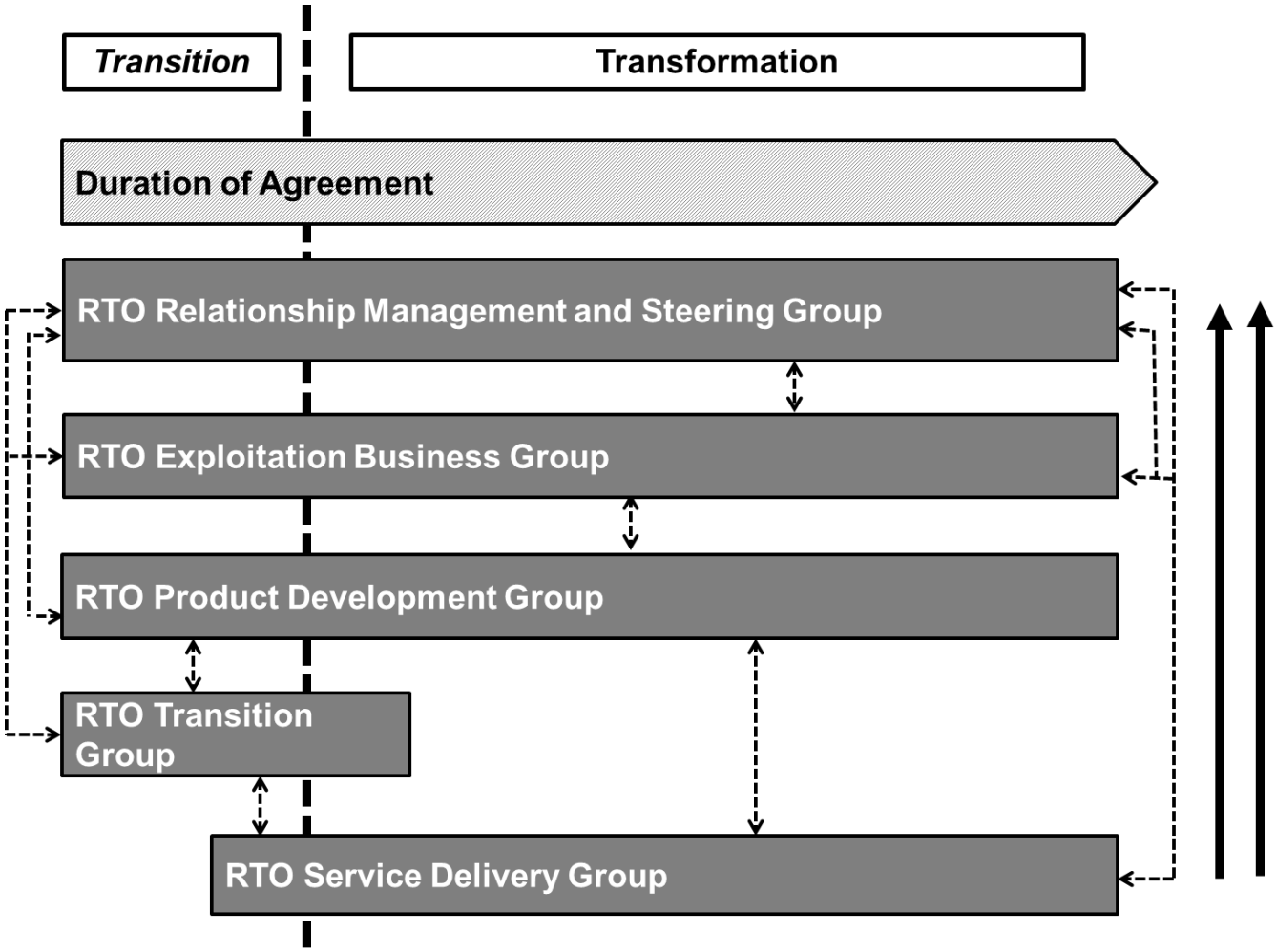
9.3.2 [redacted]

9.3.3 [redacted]

9.3.4 [redacted]

9.3.5 [redacted]

APPENDIX 1 – GROUP STRUCTURE



Key

Escalation

Liaison and Dialogue

End of Transition

APPENDIX 2 – SUPPLIER'S MANAGEMENT TEAM

RTO Relationship Management and Steering Group

Role / Title

Relationship Manager / Responsible Director	Nominated senior representative of the Supplier with overall responsibility for managing the relationship with TTL
Finance Director	Nominated representative of the Supplier with overall responsibility for the commercial aspects of this Agreement
Contract Manager	Nominated representative of the Supplier with responsibility for management of this Agreement
Additional Supplier Personnel as may be required	

RTO Transition Group

Role / Title

Transition Manager	Nominated representative of the Supplier with responsibility for the management of the Transition Services
Technical Lead Engineer	Nominated representative of the Supplier with responsibility for the Supplier's technical solution
Contract Manager	Nominated representative of the Supplier with responsibility for management of this Agreement
Additional Supplier Personnel as may be required	

RTO Service Delivery Group

Role / Title

Service Delivery Manager	Nominated representative of the Supplier with responsibility for the delivery and performance of this Agreement following the Transition Period
Contract Manager	Nominated representative of the Supplier with responsibility for management of this Agreement
Additional Supplier Personnel as may be required	

RTO Product Development Group

Role / Title

Product Development Manager	Nominated representative of the Supplier with overall responsibility for development of the RTO System
Technical Lead Engineer	Nominated representative of the Supplier with responsibility for the Supplier's technical solution
Transition Manager / Service Delivery Manager as appropriate	Nominated representative of the Supplier with responsibility for the management of the Transition Services / Nominated representative of the Supplier with responsibility for delivery and performance of this Agreement following the Transition Period
Contract Manager	Nominated representative of the Supplier with responsibility for management of this Agreement
Additional Supplier Personnel as may be required	

RTO Exploitation Business Group

Role / Title

Global Sales Director or nominee	Nominated representative of the Supplier with overall responsibility for business development opportunities for and sales of the RTO System
Contract Manager	Nominated representative of the Supplier with responsibility for management of this Agreement
Additional Supplier Personnel as may be required	

APPENDIX 3 – TTL'S MANAGEMENT TEAM

RTO Relationship Management and Steering Group

Role / Title

Relationship Manager	Nominated senior representative of TTL with overall responsibility for this Agreement and managing the relationship with the Supplier
Delivery Director or nominee	Nominated representative of TTL with overall responsibility for delivery of the SITS Programme
Senior Business User	Nominated representative of TTL with overall responsibility for operational aspects of this Agreement and development of the RTO System
Commercial Manager	Nominated representative of TTL with responsibility for management of this Agreement
Additional TTL Personnel as may be required	

RTO Transition Group

Role / Title

Project Manager	Nominated representative of TTL with responsibility for managing the delivery of the RTO System
Technical Lead	Nominated representative of TTL with responsibility for the technical aspects of the RTO System
Senior Business User	Nominated representative of TTL with overall responsibility for operational aspects of this Agreement and development of the RTO System
Commercial Manager	Nominated representative of TTL with responsibility for management of this Agreement
Additional TTL Personnel as may be required	

RTO Service Delivery Group

Role / Title

Service Delivery Manager	Nominated representative of TTL with responsibility for the delivery and performance of this Agreement following the Transition Period
Senior Business User	Nominated representative of TTL with overall responsibility for operational aspects of this Agreement and development of the RTO System
Commercial Manager	Nominated representative of TTL with responsibility for management of this Agreement
Additional TTL Personnel as may be required	

RTO Product Development Group

Role / Title

Senior Business User	Nominated representative of TTL with overall responsibility for operational aspects of this Agreement and development of the RTO System
Product Manager	Nominated representative of TTL with responsibility for the strategic fit of the RTO System within TTL from a technical perspective
Technical Lead	Nominated representative of TTL with responsibility for the technical aspects of the RTO System
Project Manager / Service Delivery Manager as appropriate	Nominated representative of TTL with responsibility for managing the delivery of the RTO System / Nominated representative of TTL with responsibility for the delivery and performance of this Agreement following the Transition Period
Commercial Manager	Nominated representative of TTL with responsibility for management of this Agreement
Additional TTL Personnel as may be required	

RTO Exploitation Business Group

Role / Title

Exploitation Business Lead	Nominated representative of TTL with overall responsibility for commercial exploitation of the RTO System

Senior Business User	Nominated representative of TTL with overall responsibility for operational aspects of this Agreement and development of the RTO System
Commercial Manager	Nominated representative of TTL with responsibility for management of this Agreement
Additional TTL Personnel as may be required	