

SCHEDULE 10

Contract Management and Reporting

1. Scope

1.1 This schedule sets out:

- (A) contract management procedures; and
- (B) the Management Information and reporting requirements,

with which the Service Provider shall comply with a view to promoting a successful working relationship in relation to the provision of the Services.

1.2 The objective of this Schedule 10 is to ensure that a successful working relationship is maintained that will enable:

- (A) the implementation of the Assets, the System and the Services in a timely manner and, in any event, in accordance with the requirements of this Agreement; and
- (B) TfL to monitor the Service Provider's performance of the Services.

2. Terms of Reference for Contract Management

2.1 The following diagram provides an overview of the contract management structure for the purposes of this Agreement, and such structure is further described below.



2.2 The Service Provider and TfL will form groups (“**Contract Management Groups**”), the purpose, objectives and method of operation of which shall include:

- (A) monthly review group, as set out in paragraph 5 (*Monthly Review Group*);
- (B) commercial review group, as set out in paragraph 6 (*Commercial Review Group*);
- (C) strategic review group, as set out in paragraph 4 (*Strategic Review Group*); and

2.3 Each Contract Management Group will be chaired by a representative from TfL. The Service Provider shall be responsible for ensuring that actions and decision logs are kept of any meeting of a Contract Management Group in accordance with this Schedule.

- 2.4 The Parties shall ensure that their respective representatives at any meeting of any Contract Management Group have a sufficient level of seniority, responsibility, authority and availability to allow that Contract Management Group to carry out their business.
- 2.5 If a Service Provider member of the Contract Management Group is unable to attend a meeting as set out in paragraph 2.1, the Service Provider shall ensure that such meeting shall be attended by an alternative representative of the Service Provider:
- (A) who shall be an equivalent of, or more senior member of, the Service Provider's Personnel than the absent member; and
 - (B) whose identity has been communicated to, and agreed by, TfL prior to the meeting.
- 2.6 Meetings of any Contract Management Group shall be validly convened with a quorum of at least one (1) representative from each Party who shall attend in person unless otherwise agreed in accordance with paragraph 2.7.
- 2.7 Unless otherwise agreed by the Parties, any meeting of a Contract Management Group will be a meeting in person at the location determined in accordance with the provisions below. If a Party requests that a Contract Management Group meeting takes place via conference call the other Party shall not unreasonably withhold its consent to such request.
- 2.8 The decisions taken by, actions of and any failure to act by, the Contract Management Groups shall not in any way relieve the Service Provider of any of its obligations (or waive any of the Service Provider's obligations) under this Agreement nor shall they constitute a Change or grounds for a Change Control Request or make TfL responsible for any additional cost or expense or create any liability on TfL (unless expressly agreed in writing by TfL at the time of, or subsequent to, such decision, action or failure to act).
- 2.9 Where a decision of a Contract Management Group requires amendment or variation to this Agreement or any documentation referred to pursuant to this Agreement, such decision of that Contract Management Group shall not be deemed to be final and binding on the Parties unless and until this Agreement or such other documentation as may be referred to under this Agreement has been amended in accordance with Schedule 9 (*Change Control Request Procedure*).
- 2.10 The Contract Management Group shall agree to discuss and resolve any issues and disputes in accordance with the Dispute Resolution Procedure.
- 2.11 TfL may at any time call an extraordinary meeting of any Contract Management Group if it reasonably believes that such a meeting is required on providing a minimum of five (5) Business Days notice to the Service Provider. Each Party will use reasonable endeavours to ensure that any extraordinary meeting of any Contract Management Group is quorate in accordance with paragraph 2.6.
- 2.12 Unless notified otherwise by TfL:
- (A) references to "required inputs" and "required outputs" shall be references to the "required inputs" and "required outputs" of the Service Provider;

- (B) the timings and locations of all meetings of the Contract Management Groups shall be in accordance with the timings and locations specified below; and
- (C) TfL shall have the right to make such amendments to the actions and decisions log of the Contract Management Groups meetings as it may reasonably require.

3. Contract Manager

3.1 TfL and the Service Provider shall each nominate a contract manager, with prime responsibility for:

- (A) ensuring the Service Provider’s provision of the Services are delivered in accordance with this Agreement;
- (B) the management of the Agreement;
- (C) escalate operational risks and Incidents to the Monthly Review Meeting; and
- (D) identifying Changes to be concluded under Schedule 9 (*Change Control Request Procedure*),

(the “**Contract Manager**”). The Service Provider’s Contract Manager shall be subject to TfL’s prior approval and shall be a member of the Key Personnel.

3.2 In the event that a Contract Manager is absent from the Service Provider, the Service Provider shall ensure that the Contract Manager role is fulfilled as per paragraph 2 (*Terms of Reference for Contract Management*).

4. Strategic Review Group

4.1 The purpose of the strategic review group is to oversee the Service Provider’s activities over the preceding year and assess the strategic direction in achieving the objectives of the Agreement. The details of Strategic Review Meetings shall be in accordance with this paragraph 4 (each such meeting being a “**Strategic Review Meeting**”).

ATTENDEES	
TfL	Service Provider
Director of Service Operations Head of Contracted Services Directors of EOS Head of Technical Head of Commercial Such other persons as the Parties may agree of TfL shall reasonably require from time to time	Executive Board Member with overall responsibility for this Agreement Operations Lead Commercial Manager Such other persons as the Parties may agree or TfL shall reasonably require from time to time

<p>These titles are subject to change from time to time and such change will not require agreement in writing (but each Party shall notify the other of any such change).</p> <p>If a member of the strategic review group cannot attend the meeting then he or she may be represented by an appropriately empowered deputy provided that prior notice is given to the other Party.</p>
<p>FREQUENCY AND LOCATION</p>
<p>Each Strategic Review Meeting shall be held once every twelve (12) months, and the first such Strategic Review Meeting shall be held within one (1) month of the Operational Commencement Date and shall continue throughout the Term.</p> <p>The Strategic Review Meeting shall take place at TfL’s offices.</p>

<p>STRATEGIC REVIEW MEETING KEY OBJECTIVES</p>	
<p>General Agenda</p>	<p>The agenda of the Strategic Review Meeting shall include:</p> <ul style="list-style-type: none"> • actions from the previous Strategic Review Meeting; • performance over the preceding year; • performance targets for the forthcoming year; • strategies for achieving the targets; and • principles going forward.
<p>INPUTS AND OUTPUTS</p>	
<p>Required Inputs</p>	<p>For each Strategic Review Meeting, the Service Provider shall provide:</p> <ul style="list-style-type: none"> • an update on actions from the previous Strategic Review Meeting; • the latest Annual Report (which the Service Provider shall provide four (4) weeks in advance of the Strategic Review Meeting) further details of which are set out at paragraph 11 (<i>Annual Reports</i>); and • a list of all documents TfL may need to review from time to time as agreed with the Service Provider prior to each Strategic Review Meeting or as may reasonably be requested by TfL.
<p>Required Outputs</p>	<p>Where the Service Provider is required to follow-up or undertake any actions resulting from the Strategic Review Meeting, the Service Provider shall record all necessary notes and actions accordingly.</p>

5. **Monthly Review Group**

5.1 The purpose of the monthly review group is to review and monitor the on-going performance of the Services in accordance with the requirements of this

Agreement. The Monthly Review Meeting shall occur in accordance with this paragraph 5 (each such meeting being a "**Monthly Review Meeting**").

ATTENDEES	
TfL	Service Provider
RNC Operational Manager PES Lead Contract Manager Such other persons as the Parties may agree of TfL shall reasonably require from time to time	Operations Lead Contract Manager Such other persons as the Parties may agree or TfL shall reasonably require from time to time
These titles are subject to change from time to time and such change will not require agreement in writing (but each Party shall notify the other of any such change). If a member of the monthly review group cannot attend the meeting then he or she may be represented by an appropriately empowered deputy provided that prior notice is given to the other Party.	
FREQUENCY AND LOCATION	
Each Monthly Review Meeting shall be held monthly and shall commence with effect from the date notified to the Service Provider by TfL (which, for the avoidance of doubt, may be in the Implementation phase). The Monthly Review Meetings shall take place at TfL's offices unless otherwise agreed in advance.	
MONTHLY REVIEW MEETING KEY OBJECTIVES	
General Agenda	The agenda of the Monthly Review Meeting shall include: <ul style="list-style-type: none"> • reviewing Performance Indicator Reports; • reviewing Incidents and risks escalated from TfL representatives; • reviewing and resolving escalated Incidents affecting the provision of the Services; • maintaining, reviewing and agreeing the entries in the business as usual Incident log, detailing day-to-day Incidents arising during the operational phase; • reviewing and resolving escalated risks affecting the provision of the Services; • reviewing actions from previous Monthly Review Meetings; • financial overview;

	<ul style="list-style-type: none"> • Health and Safety overview; • Personnel availability, changes and proposed Key Personnel CVs; • review of any Security Incidents; • review of any Changes; and • review of the Preventative Maintenance Plan. • in addition, any specific points which need addressing from the following: <ul style="list-style-type: none"> • Incident trends; • Problems; • events; and • suggestions to improve the service or service reliability.
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INPUTS AND OUTPUTS	
Required Inputs	<p>For each Monthly Review Meeting, the Service Provider shall provide:</p> <ul style="list-style-type: none"> • updates on actions from the previous Monthly Review Meeting; • the last Performance Indicator Report, further details of which are set out at paragraph 8 (<i>Performance Indicator Reporting</i>); • any Security Incident Reports and/or other reports relating to the provision of the Services; and • information, reports and documents relating to the provision of the Services relevant for the areas of discussion at each Monthly Review Meeting as outlined in the agenda for the relevant meeting.
Required Outputs	<p>The Service Provider shall:</p> <ul style="list-style-type: none"> • record minutes of each Monthly Review Meeting; • circulate the minutes to the attendees for review within an agreeable timeframe; and • create, update and maintain an action log detailing actions and key decisions agreed at each Monthly Review Meeting. Such actions shall only be deemed closed when the Parties have agreed them to be closed at a relevant meeting or expressly in writing.

6. Commercial Review Group

6.1 The purpose of the commercial review group is to review and monitor the commercial aspects of the Services, including Change Control Requests and Service Charges in accordance with the terms of this Agreement. The commercial

review group shall meet in accordance with this paragraph 6 (each such meeting being a "**Commercial Review Meeting**").

ATTENDEES	
TfL	Service Provider
Commercial Contract Manager Contract Manager RNC Operational Manager PES Lead Such other persons as the Parties may agree or TfL shall reasonably require from time to time	Commercial Manager Contract Manager Change Manager Such other persons as the Parties may agree or TfL shall reasonably require from time to time
<p>These titles are subject to change from time to time and such change will not require agreement in writing (but each Party shall notify the other of any such change).</p> <p>If a member of the commercial review group cannot attend the meeting then he or she may be represented by an appropriately empowered deputy provided that prior notice is given to the other Party.</p>	
FREQUENCY AND LOCATION	
<p>Each Commercial Review Meeting shall be held once every three (3) months and shall commence within one (1) month of the Operational Commencement Date and continue for the Term.</p> <p>The Commercial Review Meetings shall take place at TfL's offices.</p>	
COMMERCIAL REVIEW MEETING KEY OBJECTIVES	
General Agenda	<p>The agenda of the quarterly Commercial Review Meeting shall include:</p> <ul style="list-style-type: none"> • reviewing and approving previous Commercial Review Meeting actions and decisions log. TfL shall notify the Service Provider if it deems any outstanding actions in the action log to be closed (otherwise, such actions shall remain open until closed by TfL and notified to the Service Provider in writing). • reviewing and discussing the summary of billings related to live and/or agreed Change Control Requests; • discussing the current and future billing and purchase order numbers for Change Control Requests; • reviewing the current status of Milestones;

	<ul style="list-style-type: none"> • reviewing continuous improvement opportunities; • discussing next steps of the Service Provider in order to achieve Acceptance of Milestones; • reviewing and discussing all commercial issues including: <ul style="list-style-type: none"> • any contractual/commercial issues, including any issues relating to performance of any Sub-Contractor; • audits pursuant to this Agreement; • complex commercial issues relating to Change Control Requests; • Service Provider requirements of TfL (for example, individual performance review, Service Provider customer satisfaction survey); • review any matter referred to it by the monthly review group; • review of any general news items relating to the Services; • review of the completed draft invoice for the previous two (2) months, any associated payments and any proposed Changes to the draft invoice; • discuss IPR management issues; • review and update the status of live Change Control Requests; • discuss next steps and timescales for Change Control Requests; • discuss any potential future Change Control Requests; • discuss AOB and/or new commercial issues to be added to the commercial actions and decisions log; • discuss general issues that may not need adding to the commercial actions and decisions log; and • discuss any disputes.
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INPUTS AND OUTPUTS	
Required Inputs	<ul style="list-style-type: none"> • actions and decisions log from the previous meeting; • the populated draft invoices for the last six (6) months; and • live Change Control Requests.
Required Outputs	<ul style="list-style-type: none"> • The Service Provider shall record actions and decisions of the meeting and update the action log

	<p>detailing actions for either the Service Provider or TfL as agreed in the Commercial Review Meeting and such action log shall be provided to TfL or such person within TfL as agreed upon at the meeting, within five (5) Business Days of the relevant meeting.</p>
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7. Other Key Meetings

- 7.1 During the operational phase, TfL may require the Service Provider to attend meetings on an ad hoc basis to discuss specific issues arising from the provision of the Services ("**Additional Ad Hoc Meetings**").
- 7.2 During the Term of this Agreement, TfL may require the Service Provider to attend meetings to discuss the response to actions in regard to major Incidents or Security Incidents ("**Lessons Learned Meetings**").

8. Performance Indicator Reporting

- 8.1 Pursuant to its obligations set out in Schedule 5 (*Service Level Agreement*), the Service Provider shall provide to TfL Performance Indicator Reports and shall ensure that such reports report on the following:

- (A) the Service Provider's performance in respect of the Performance Indicators set out in Schedule 5 (*Service Level Agreement*), including reasonable detail of underlying information which explains the calculation of performance against Service Levels and any allowance made for a contractually recognised failed TfL or Third Party dependency;
- (B) the Service Provider's performance in respect of any additional Performance Indicators as may be required from time to time pursuant to Schedule 5 (*Service Level Agreement*) and/or Schedule 9 (*Change Control Request Procedure*); and
- (C) the Performance Indicator Reports shall be fully specified in accordance with Schedule 5 (*Service Level Agreement*);

(the "**Performance Indicator Reports**").

- 8.2 The Service Provider shall provide to TfL each month on or before the Performance Indicator Report date the Performance Indicator Reports. Such Performance Indicator Reports shall be provided:

- (A) to such person or persons as TfL may from time to time specify; and
- (B) in a format to be submitted in draft by the Service Provider to TfL for Approval, and to be finalised by the Service Provider including any amendments proposed by TfL, no later than one (1) month prior to the planned Operational Commencement Date, and thereafter with such amendments as may be reasonably required by TfL from time to time.

- 8.3 If TfL or the Service Provider identifies any errors, omissions or discrepancies in the Performance Indicator Reports, the Service Provider shall promptly correct such errors, omissions or discrepancies and republish the Performance Indicator Reports

within two (2) Business Days of such errors, omissions or discrepancies being identified, or such other period as TfL may expressly in writing agree.

9. **Incident Reporting**

- 9.1 The Service Provider shall promptly identify all Incidents and record such Incidents in the Incident log.
- 9.2 The Service Provider shall record Incidents raised by Service Provider Personnel, its Sub-Contractors or by TfL in accordance with Paragraph 9.1.
- 9.3 The Service Provider shall prepare an Incident log in a format to be submitted in draft by the Service Provider to TfL for Approval, and to be finalised by the Service Provider including any amendments proposed by TfL, no later than one (1) month prior to the planned Operational Commencement Date, and thereafter with such amendments as may be reasonably required by TfL from time to time.
- 9.4 The Service Provider shall provide to TfL each month the Incident log to be reviewed with TfL at the Monthly Review Meeting.
- 9.5 The Service Provider shall record Security Incidents in accordance with paragraph 9.1.
- 9.6 The Service Provider shall prepare a Security Incident report in a format to be submitted in draft by the Service Provider to TfL for Approval, and to be finalised by the Service Provider including any amendments proposed by TfL, no later than one (1) month prior to the planned Operational Commencement Date, and thereafter with such amendments as may be reasonably required by TfL from time to time.
- 9.7 The Service Provider shall provide to TfL each month the Security Incident report in accordance with Schedule 14 (*Security*) to be reviewed with TfL at the Monthly Review Meeting (when relevant).
- 9.8 The Service Provider shall classify any Incident (whether raised by TfL or the Service Provider) as one of the Severity Levels defined in the Agreement.
- 9.9 The Service Provider shall notify TfL and/or the relevant TfL Personnel of the Incident and the Service Provider's proposed classification of the Incident in accordance with any timing requirements set out in the Incident management process as appropriate.
- 9.10 The Service Provider shall notify any relevant Other Service Provider and/or Third Party of any Incident which may affect such party, or of any errors or Problems arising from the Interface with such party and the action being taken by the Service Provider to mitigate and/or resolve such Incident and/or error in accordance with the Incident management process as appropriate.
- 9.11 The Parties shall in good faith seek to agree the appropriate classification of each Incident. If the Parties are unable to agree the appropriate classification of an Incident, the Incident shall be referred to the next Monthly Review Meeting. Should the Parties fail to agree the appropriate classification at the next Monthly Review Meeting, the provisions of paragraph 9.12 below shall apply.

9.12 The Service Provider shall follow the instructions of TfL's Personnel in relation to the identification and resolution of Incidents (including the classification of the Severity Level of an Incident as appropriate) and the recording of Incidents. If the Service Provider disagrees with the instructions of TfL's Personnel as to the identification and resolution of an Incidents the Service Provider shall have the right to submit the matter to the Dispute Resolution Procedure, but shall continue to provide all of the Services and, pending determination of the matter, shall comply fully with TfL's instructions.

10. **Health and Safety Reporting**

10.1 The Service Provider shall notify TfL within twenty-four (24) hours of any accidents and incidents reportable under RIDDOR involving the Service Provider's Personnel or members of the public injured as a result of the Service Provider's provision of the Services. Any such incidents shall be investigated by the Service Provider with an interim report provided to TfL's Contract Manager within seven (7) calendar days of the incident and a full report forwarded within fourteen (14) calendar days of the incident.

10.2 The Service Provider shall ensure that the Health and Safety risk assessments and method statements supplied by the Service Provider in accordance with Schedule 2 (*Statement of Requirements*) are maintained and updated on a regular basis and provided to TfL upon request.

11. **Annual Reports**

11.1 The Service Provider shall submit to TfL an Annual Report that provides an overview of the performance of the Services under this Agreement. The Annual Reports shall contain the following information for the relevant calendar year:

- (A) an executive overview written in a style suitable for general readership, the format of which shall be agreed with TfL;
- (B) a management summary of the information contained within the twelve (12) Performance Indicator Reports for the calendar year covered by the Annual Report; and
- (C) an obsolescence status report detailing any equipment obsolescence issues and/or concerns on obsolete equipment the Service Provider has identified.

12. **Other Reporting Obligations**

12.1 The Service Provider shall provide all reports as stipulated in the Statement of Requirements in accordance with the timeframes set out in this Agreement.

12.2 The Service Provider shall provide all Management Information and reports in accordance with Appendix 14 (*DTES MIS Data Requirements*), Appendix 20 (*PES Data*), Appendix 21 (*PES Forms*), and Schedule 5 (*Service Level Agreement*).

12.3 Without limiting the Service Provider's obligations to provide any other reports, information or Data under this Agreement, the Service Provider shall provide to TfL:

- (A) all information required pursuant to the Data Protection Act and the FOI Legislation in accordance with Clauses 36 (*Freedom of Information*) and 37 (*Data Protection*) and the Statement of Requirements;
- (B) an up to date Asset Register in accordance with Schedule 12 (*Asset Management*); and
- (C) all plans required under this Agreement, in accordance with the relevant provisions of this Agreement.