

- 3.1.1.4. carry out contingency planning; and
- 3.1.1.5. meet the associated Milestone Criteria in accordance with the High-Level Transition Plan and/or the Detailed Transition Plan.

3.2. Detailed Transition planning

- 3.2.1. Commencing on the Contract Commencement Date the Service Provider shall carry out detailed Transition planning and the Service Provider and the Authority shall work together to agree the Detailed Transition Plan which shall define the detail of the activities and deliverables required to perform Transition and which shall reflect and expand on the High-Level Transition Plan.
- 3.2.2. The Service Provider shall be responsible for drafting the Detailed Transition Plan and shall submit the draft Detailed Transition Plan to TfL within twenty eight (28) days after the Contract Commencement Date, and the Authority shall, and shall use reasonable endeavours to procure that the Existing Service Provider shall, provide reasonable input in relation to the detailed Transition activities to be set out in the Detailed Transition Plan.
- 3.2.3. The Authority and the Service Provider shall use reasonable endeavours to agree the Detailed Transition Plan as soon as reasonably practicable following submission of the draft Detailed Transition Plan to the Authority pursuant to paragraph 3.2.2 and in any event within twenty eight (28) days of the submission, or such later date as the Parties shall agree in writing.
- 3.2.4. If the Parties do not agree the Detailed Transition Plan within the time periods set out in paragraph 3.2.3 above, the matter shall be treated as a Dispute and resolved in accordance with paragraph 6 (Transition Governance and Management) and Clause 33 (Dispute Resolution)
- 3.2.5. Without prejudice to other provisions of this Contract, the Detailed Transition Plan shall be consistent with the High-Level Transition Plan and shall include, at a minimum:
 - 3.2.5.1. detail that is deemed sufficient by the Authority in relation to each of the Transition Milestones, activities, deliverables, criteria and other items covered under the High-Level Transition Plan and the Service Provider shall ensure that additional detail is included in the Detailed Transition Plan in relation to any of the aforementioned at the Authority's reasonable request;
 - 3.2.5.2. the detailed allocation of responsibilities between the Service Provider and any sub-contractors-, and any instances where cooperation of the Authority and/or of the Existing Service Provider is required;
 - 3.2.5.3. detailed and clear dependencies on the Authority and the Existing Service Provider in relation to each Transition Milestone or Transition Milestone Criteria provided that unless otherwise agreed by the Authority in writing, such dependencies shall not be more extensive than the Transition Dependencies;
 - 3.2.5.4. detailed safeguards to minimise disruption to the Authority's business, customers and/or the Authority's relationship with Third Parties; and

3.2.5.5. clear analysis of Transition risks and justifications for the implementation approaches taken in the Detailed Transition Plan.

3.2.6. Once the Detailed Transition Plan has been agreed by both Parties pursuant to paragraph 3.2.3, the Service Provider shall comply with and implement such Detailed Transition Plan. Any changes to the agreed version of the Detailed Transition Plan shall be subject to the Authority's prior written consent, such consent not to be unreasonably withheld or delayed.

3.2.7. The Service Provider shall take part in joint planning activities with the Existing Service Provider and the Authority in accordance with the High-Level Transition Plan. Without prejudice to other provisions of this Contract, the Service Provider shall ensure that the Detailed Transition Plan integrates and is consistent with the Existing Contract Handback Plan.

4. Transition Phase

4.1. Transition principles

4.1.1. The Service Provider shall deliver Transition in accordance with the Transition Plans.

4.1.2. Without prejudice to other provisions of the Contract, the Service Provider shall co-operate with the Existing Service Provider in an effective and timely manner to deliver Transition.

4.1.3. The Service Provider shall ensure that Transition does not rely on any periods of unavailability or degradation of the Services and/or Existing Services.

4.1.4. The Service Provider shall carry out its Transition activities in such a way that:

4.1.4.1. the Transition activities do not adversely affect the Existing Services and/or Services being delivered;

4.1.4.2. the Transition activities do not impact the Service Levels throughout Transition; and

4.1.4.3. The Authority and the Existing Service Provider are kept informed of Transition progress and status of Transition.

4.1.5. The Service Provider shall only Transition and operate any part(s) of the Services from the Transition Milestone Date for those part(s) of the Services and only after the Service Provider has received a Compliance Certificate or Qualified Compliance Certificate with respect to those part(s) of the Services.

4.1.6. The Service Provider acknowledges and agrees that continuity of the Existing Services and the Services (as applicable) is of paramount importance to the Authority and the Service Provider shall not compromise the continuity of such services in its Transition Plans or activities.

4.1.7. The Service Provider shall manage data security, health, safety, quality and the environment in accordance with industry principles and best practice.

4.1.8. The Service Provider shall carry out training in accordance with Schedule 0 (Training) and the Transition Plans, and shall carry out any training as is reasonably required for the efficient Transition of the Services.

4.1.9. The Service Provider shall notify the Authority in writing if any Key Personnel become unavailable (due to any period of paid or unpaid leave, illness or otherwise) for more than two (2) weeks during the Transition Period. Where such notification is made then the replacement of Key Personnel should be made in accordance with Clause 15.2 (Key Personnel).

4.2. Transition of Services

4.2.1. The Transition of Services from the Existing Service Provider to the Service Provider shall be carried out in accordance with the Transition Plans and the following Transition Milestones pursuant to paragraphs 2.2, 2.3 and 3.2 of this Schedule, and subsequently varied into the Contract in accordance with Schedule 9 (Form of variation).

Unique Transition Milestone reference	Transition Milestone date	Unique Transition Milestone name	Transition Milestone description
[Note to Service Provider: Table to be completed from relevant milestones in Appendix 2.]			
		<i>E.g. Transition Assurance Events</i>	
		<i>E.g. Service Commencement Date</i>	<i>[initial services] cutover from the Existing Service Provider to the Service Provider.</i>
		<i>E.g. Interim Service Transition Milestones 1</i>	
		<i>E.g. Interim Service Transition Milestones 2</i>	
		<i>E.g. Final Service Transition Milestone</i>	<i>[final services] cutover from the Existing Service Provider to the Service Provider. The Service Provider is responsible for providing all Services from this Transition Milestone.</i>

5. Post-Transition Phase

5.1.1. The Service Provider shall closedown Transition activities in accordance with the High-Level Transition Plan and the below Transition Milestones pursuant to paragraphs 2.2, 2.3 and 3.2 of this Schedule, and subsequently varied into the Contract in accordance with Schedule 9 (Form of variation).

Unique Transition Milestone reference	Transition Milestone date	Unique Transition Milestone name	Transition Milestone description
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		<i>E.g. Transition closure Milestones 1</i>	
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5.1.2. NOT USED

6. Transition Governance and Management

6.1. Transition management and reporting

6.1.1. The Service Provider shall manage and report on Transition.

6.1.2. The purpose of the Transition Governance Group is to review progress of Transition and address any matters relating to Transition. The Transition Governance Group shall meet each Period or on such other more frequent basis as required by the Authority. The Parties agree that in the lead-up to the Transition Milestones such meetings will be held every week and/or as required by the Authority.

6.1.3. The Authority shall prepare the meeting agenda and the TfL Transition Manager shall chair the meeting. At the end of each meeting there shall be an agreed set of actions which the Authority shall circulate within one (1) Business Day and, where necessary, the Authority shall subsequently produce formal minutes of the relevant Transition Governance Group meeting which shall be circulated within three (3) Business Days of each meeting.

6.1.4. Without limiting the earlier provisions in this paragraph 6.1, the following table summarises the required arrangements in respect of Transition Governance Group meetings.

ATTENDEES		
Authority	Service Provider	Third Parties
TfL Transition Manager TfL Service Operations Manager	Transition Project Manager Service Operations Manager	Existing Service Provider: Nominated representative responsible for handback Nominated representative responsible for service operation

FREQUENCY AND LOCATION
Once each Period, or on such other more frequent basis as required by the Authority, in London at a location determined by Authority. In the lead-up to Service Transition Milestones these meetings will be held as a minimum every week.

TRANSITION MANAGEMENT ROLE	
Review of last meeting	<ul style="list-style-type: none"> The Parties shall review and approve the previous Transition Governance Group meeting minutes and action log (if applicable).

	<ul style="list-style-type: none"> Authority 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 Authority and notified to the Service Provider in writing).
General	<p>The objectives of the Transition Governance Group meetings are to:</p> <ul style="list-style-type: none"> review and update the risk register for Transition; review the Programme Report for Transition; review progress against the Transition Plans; review and resolve Transition issues, conflicts and discrepancies; review upcoming Transition activities and opportunities; ensure good team/Service Provider relationship with clarity of roles, responsibility and communications; and ensure that Services are being Transitioned and delivered to achieve the required outcomes for users.

INPUTS AND OUTPUTS	
Required Inputs	<ul style="list-style-type: none"> a risk register for Transition; Programme Report for Transition; Transition Plans; Discrepancies; and escalated Transition issues.
Required Outputs	<ul style="list-style-type: none"> meeting actions; meeting minutes where necessary; and updated project risk register for Transition.

7. Transition Dependencies

7.1. General

- 7.1.1. Any failure by the Authority and/or the Existing Service Provider (as the case may be) to meet a Transition Dependency shall be dealt with pursuant to Clause 50 (Authority Event).

7.2. Transition Dependencies

Pursuant to paragraph 3.2, the Parties shall identify and agree the Transition Dependencies from the Service Provider's High-Level Transition Plan. The Transition Dependencies shall be subsequently varied into the Contract in accordance with Schedule 9 (Form of variation).

Dependency area	Dependency description
	<ul style="list-style-type: none">• <i>TfL dependencies; and</i>• <i>Existing Service Provider dependencies</i> <i>as identified in the Service Provider's High-Level Transition Plan.]</i>

APPENDIX 1 - HIGH-LEVEL GOVERNANCE STRUCTURE

