

TRANSPORT FOR LONDON

and

FUJITSU SERVICES LIMITED

Agreement for the Supply of Data
Communications Services and Support
("CoreIM Network Services")

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THIS AGREEMENT is made the 9th day of February 2017 (the “Effective Date”)

BETWEEN:

- (1) **TRANSPORT FOR LONDON**, a statutory corporation whose principal office is at Windsor House, 42-50 Victoria Street, London, SW1H 0TL (“**TfL**”) contracting for itself and for each TfL Group Member (as defined in Schedule 2); and
- (2) **FUJITSU SERVICES LIMITED** (Company Number 00096056) whose registered office is at 22 Baker Street, London, W1U 3BW (the “**Supplier**”).

INTRODUCTION:

- (A) On 12 August 2016, TfL issued an Invitation to Negotiate to the Supplier under the Railway Industry Supplier Qualification System a qualification system for the purpose of regulation 77 of the Utilities Contracts Regulations 2016 in respect of the provision of the Services and the implementation thereof and on 19 August 2016 the Supplier submitted its tender for the same.
- (B) The Supplier holds itself out as an expert in providing managed data and voice network communications services to organisations of the same or similar size and type as the TfL Group.
- (C) In its tender response, the Supplier made the Representations set out in Schedule 8.
- (D) TfL is obliged to comply with the Best Value Duty and the Supplier has represented that it shall implement a series of measures to ensure that the Best Value Duty is met.
- (E) The Supplier has acknowledged that the Parties’ intention is that its performance of the Services shall be measured and failure to achieve specified dates and prescribed levels of any or all of the Services shall render it liable to TfL for the remedies specified in this Agreement.
- (F) The Supplier has further recognised that payment for the provision of the Services shall be dependent upon its performance of such Services as specified herein.
- (G) On the basis of the Representations, TfL has selected the Supplier to provide the Services in accordance with the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

In consideration of the payment by TfL to the Supplier of the Charges and the mutual promises and covenants set out herein, the Parties agree as follows:

PART A - INTERPRETATION

1. Definitions

1.1 Definitions and Interpretations

- (a) In this Agreement, unless the contrary intention appears, all capitalised terms shall have the meaning set out in Schedule 2.
- (b) In this Agreement words incorporating the singular include the plural, words importing any gender include every gender.
- (c) References to any legislation or regulations include references to any amendments or re-enactments thereof and any subordinate rules or regulations.
- (d) References to Clauses and Schedules are references to clauses and schedules of this Agreement.
- (e) Headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement.
- (f) References to “**persons**” shall include natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality).
- (g) Use of the words “**includes**” or “**including**” means without limitation unless the contrary intention appears.

1.2 Priority of Documents

If there is any inconsistency between any of these Terms and Conditions, the Schedules, or any other document referred to in or incorporated by reference into this Agreement, subject to paragraphs 1.2.1 and 1.2.2 the order of priority for the purposes of construction is:

- (a) these Terms and Conditions;
- (b) the Schedules; and
- (c) any other document referred to in or incorporated by reference into this Agreement,

unless the content of any such Schedule or document expressly states otherwise.

PART B – AGREEMENT STRUCTURE AND SCOPE

2. Term

- 2.1 This Agreement shall commence on the Effective Date and shall continue until 23.59 on 8 August 2018, unless extended or earlier terminated either in whole or in part in accordance with Clause 47 (the "**Term**").
- 2.2 TfL has the right to extend the Term by an additional six (6) months. Should it wish to exercise this right, it must provide written notice to the Supplier of its intent to extend the Term, by no later than six (6) months before the scheduled end of the Term.

3. Supplier's Performance Guarantee

- 3.1 As a condition precedent for TfL entering into this Agreement, the Supplier has procured the provision of the Parent Company Guarantee covering the provision of the Services by its Parent Company, Fujitsu Services Holdings PLC..
- 3.2 No express mention in this Agreement of the Parent Company being required to ensure the performance of an obligation by the Supplier shall in any way be construed to limit the operation or effect of Clauses 45 or 46 or relieve the Supplier from performing any of its obligations under this Agreement.

4. Best Value

- 4.1 The Supplier acknowledges that TfL is subject to the Best Value Duty. The Supplier shall, throughout the Term and at its own cost, be subject to the Best Value Duty in the same way as if it were TfL. In assisting TfL to discharge the Best Value Duty, the Supplier shall inter-alia comply with the provisions of this Clause, carry out periodic reviews in accordance with the contract management and escalation provisions in Schedule 10 and submit all ongoing Services to Continuous Service Improvement in accordance with the Continuous Service Improvement provisions set out in Clause 13 below.

5. Supplier's Acknowledgement

5.1 Information

The Supplier acknowledges that all the materials made available by the Supplier under this Agreement and/or any Call Offs are to be used by the TfL Group. The Supplier also acknowledges that it has been supplied with sufficient information about the Networks, the Managed Contracts, the User Groups and the TfL Group Members to enable it to provide the Services. The Supplier shall not be entitled to any additional payment nor excused from any liability under this Agreement as a consequence of its

misinterpretation of any matter or fact relating to the functions, facilities and capabilities of any of the foregoing.

5.2 Quality Assurance

The Supplier acknowledges that, as part of the Services, and in order to assist in TfL's Best Value Duty, it shall, by means of its total quality management process, provide quality assurance and quality improvement including by way of identifying and applying proven techniques and tools from other customers and internal installations of the Supplier that would benefit TfL in connection with the Services and, subject to any customer consent, implement practices and procedures designed at a minimum to ensure that the Services are performed in accordance with this Agreement.

5.3 Conflict of Interest

- (a) The Supplier acknowledges and agrees that as at the Effective Date it does not have an interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services it is to provide under this Agreement.
- (b) The Supplier shall undertake ongoing and regular conflict of interest checks throughout the duration of the Term and shall notify TfL in writing immediately on becoming aware of any actual or potential conflict of interest with the Services provided under this Agreement.

5.4 Benefit for TfL Group Members

The Supplier acknowledges and agrees that:

- (a) save where the context otherwise requires, any obligation to supply the Services or that otherwise confers a benefit on TfL shall be construed as an obligation to supply the Services, perform those obligations and/or confer those benefits on the TfL Group Members;
- (b) the Supplier shall be entitled to rely upon the authority of TfL in all matters relating to this Agreement;
- (c) the Supplier acknowledges that one of the TfL Group Members may provide certain of the Services to one or more of the Infracos under a separate agreement;
- (d) any Loss suffered by any or all of the TfL Group Members in connection with the provision of the Services (including any Loss suffered under any contract entered into by a TfL Group Member pursuant to Clause 5.4(c) above) shall be deemed to be a direct Loss suffered by TfL, and to the extent that such Loss would be recoverable by TfL from the Supplier under this Agreement had it been a Loss suffered by TfL, shall be recoverable by TfL against the Supplier.

6. Other Service Providers

- 6.1 At any time, TfL may perform itself, or retain third parties to perform, any of the Services. The Supplier shall co-operate, to the extent it is reasonably able to do so without impacting upon its ability to perform the Services, with all relevant parties to facilitate the co-ordinating of other services that impact upon or interact with the Services by providing all necessary access to premises, hardware, software and data to enable such services to be performed, subject to such third parties entering into reasonable confidentiality obligations with the Supplier.
- 6.2 The Supplier acknowledges and accepts that TfL is under no obligation whatsoever to procure all or any of the Services and that TfL may seek, during the Term, to obtain services the same as the Services from other service providers.

7. Contract Governance

The Parties shall manage this Agreement and the Services provided hereunder in accordance with the contract management and escalation structure set out in Schedule 10.

8. Contract Variation

- 8.1 Each Party acknowledges that a project of the nature covered by this Agreement inevitably requires timely, active and positive co-operation between the Parties to resolve issues not foreseen by them upon its commencement and each Party shall co-operate in good faith with the other to resolve such issues in a timely and reasonable manner.
- 8.2 At any time, TfL may request or the Supplier may recommend variations to the Agreement or any parts thereof. The control of such variations under this Agreement shall be in accordance with the Contract Variation Procedure in this Clause and in Schedule 9. The Supplier shall at all times act reasonably in accepting and dealing with any variation requests made by TfL.

PART C – SERVICES

9. Scope of Services

- 9.1 The Supplier shall throughout the Term provide the following services to the TfL Group Members in accordance with this Agreement:
- (a) Not used;
 - (b) the Network Services as set out in the Service Specification;
 - (c) the Call Off Services in accordance with the terms of the relevant Call Off form as agreed in accordance with Schedule 15; and

- (d) all other obligations of the Supplier as set out in this Agreement including the performance of any Termination Assistance

(together the “**Services**”).

9.2 Ancillary Services

The Supplier shall also provide any ancillary or incidental services, functions and/or responsibilities not specified in the Transition Plan or Service Specification where such services, functions and/or responsibilities were undertaken by the Current Suppliers and/or otherwise should reasonably be deemed part of the Services. If either Party either during the Transition Phase or thereafter identifies any such service, function or responsibility, the Parties shall promptly amend the Service Specification to include such service, function or responsibility in accordance with the Contract Variation Procedure.

9.3 Off-shoring

The Supplier shall not sub-contract or otherwise delegate or transfer the performance of all or any of the Services to any third party or any division or other business unit comprised within the Supplier’s business that is located and/or whose operations are based in a country outside either the United Kingdom or Eire without the express prior written consent of TfL.

9.4 Not used

10. Not Used

11. Voice Services

11.1 Voice Services

TfL reserves the right at any time during the Term and at its sole discretion to require the Supplier to provide any or all of the Voice Services.

11.2 Voice Procedure

The Supplier acknowledges that it is obliged to provide any Voice Services required by TfL in accordance with the provisions of this Clause 11 and the Voice Procedure set out in Schedule 23.

11.3 Contract Variation

Any such requirement shall be made by TfL to the Supplier by notice and shall be agreed in accordance with the provisions set out in Schedule 23 and recorded as a Contract Variation.

11.4 Meaning of Services

For the avoidance of doubt, once the relevant Contract Variation has been effected in accordance with Schedule 23, the expression the “Services” shall, unless the contrary is expressly agreed in that Contract Variation, include those Voice Services set out in that Contract Variation.

11.5 No obligation

The Supplier acknowledges that TfL is under no obligation to require the Supplier to provide any or all of the Voice Services during the Term and that it has no expectation to provide such Voice Services to TfL and that TfL may use a third party (or parties) to provide any or all such Voice Services.

12. Performance Remedies and Rewards

12.1 General

The Supplier shall, as and from the Effective Date, perform the Services in accordance with the provisions relating to all those Target Service Levels and Threshold Service Levels set out in Schedule 5 and all those other Service Levels set out in Schedule 4.

12.2 Failure to Perform

In the event that the Supplier does not perform the Services in accordance with the provisions set out in such Schedules, TfL shall have the right to require those performance remedies including the receipt of Value Points as provided in Schedule 5.

12.3 Value Points

The Parties agree that the Value Points represent a genuine pre-estimate of the likely loss to the TfL Group Members affected by such failure in performance. Notwithstanding the foregoing, the Parties agree that receipt of Value Points together with those other remedies as set out in Schedule 5 shall not be TfL’s only rights in respect of such failure and the Parties hereby reserve all other rights under this Agreement.

12.4 Periodic Reviews of Service Levels

As part of the Contract Review Meeting, TfL and the Supplier shall review both the Target Service Levels and Threshold Service Levels set out in Schedule 5 and those other Service Levels set out in Schedule 4 and shall make adjustments to them as appropriate to reflect any improved performance capabilities (including any improved performance capabilities resulting from any Transformation Services that may be called

off pursuant to Clause 13, Schedule 7 and Schedule 15). The adjustments shall be made in accordance with the Contract Variation Procedure.

12.5 Measurement and Reporting

The Supplier shall measure and report its performance against the Target Service Levels the Threshold Service Levels and other Service Levels on a monthly basis as further detailed in Schedule 5, using appropriate measurement and Monitoring software and procedures to measure its performance accurately. The Supplier shall provide TfL with all information as reasonably required to verify that such measurement and Monitoring tools accurately measure the Supplier's performance.

13. Continuous Service Improvement

13.1 Not used

13.2 Continuous Service Improvement

Without prejudice to Clause 13.1, from the Effective Date and for the duration of the Term the Supplier agrees that it shall continuously improve the Services to meet the needs of the TfL Group so as to ensure that the Services are:

- (a) at a technological level that is comparable with the level of technological advancement generally being used by organisations with similar requirements to the Services; and
 - (b) in accordance with Industry Best Practice
- (**"Continuous Service Improvement"**).

13.3 Specific Improvement Activities

The Supplier shall:

- (a) in accordance with Schedule 4, keep the Services under continuous review in order to identify any potential improvements to the Services (a **"Service Improvement"**);
- (b) in accordance with Schedule 4, notify TfL of any such potential Service Improvement within a reasonable period of such potential Service Improvement coming to the Supplier's attention; and
- (c) discuss in good faith with TfL each potential Service Improvement as part of the Service Review Meetings provided for in Schedule 10 and use reasonable endeavours to agree with TfL as soon as possible and in any event within three (3) months of such notice the terms of such Service Improvement, including, without limitation, the costs (if any) upon which such Service Improvement shall be made available to TfL.

13.4 Implementation of Service Improvements

The Supplier shall not implement any particular Service Improvement before agreement has been reached in respect of such Service Improvement and accorded by the Parties in accordance with either the Contract Variation Procedure or the Call Off provisions. Both Parties' agreement to such Service Improvements shall not be unreasonably withheld or delayed pursuant to this Clause 13.

14. Call Off Services

14.1 Call Off Procedure

TfL shall be entitled at any time during the Term to call off Services ("**Call Offs**"). TfL may make and the Supplier may accept requests for Call Offs in accordance with the procedure set out in Schedule 15.

14.2 Termination

Any Call Off may expire or be terminated in accordance with the terms set out in the Call Off form or any of the terms set out in Clause 47, but any such expiry or termination of a Call Off shall not, in and of itself, give rise to the termination of this Agreement.

15. Service Reduction

15.1 The Supplier acknowledges the importance that TfL places on the flexibility of the provision of the Services. The Supplier agrees that TfL shall be entitled at any time throughout the Term to reduce or cancel any element of the Services and realise the corresponding reduction in Charges and any other savings that may occur upon such reduction or cancellation in accordance with the volumetric model contained within Schedule 14.

PART D – CHARGES

16. Charges

16.1 Payment Plan

The amounts, method and timing of payment of the Charges and the method of invoicing shall be in accordance with Schedule 14 and the Charges shall not be subject to any increase except where agreed by the Parties in accordance with the Contract Variation Procedure. TfL may withhold payment of any Charges that it disputes in good faith PROVIDED THAT TfL agrees to notify the Supplier of the amount disputed and the basis for the dispute.

16.2 VAT

The Charges do not include Value Added Tax or any similar United Kingdom or

European sales tax, which shall be paid additionally by TfL at the rate ruling at the tax point (being the date of the Invoice) but is otherwise inclusive of all other taxes and charges imposed on the goods and services supplied and the work performed, as well as all costs of packing, transport, insurance and shipping and all other ancillary and other works and expenses, whether separately or specifically mentioned in the Agreement or not, which are either necessary to provide the Services or which may contingently become necessary to overcome difficulties in providing the same.

16.3 Call Off Rates

Where TfL expressly requests the Supplier to provide Call Off Services on a time and materials fee basis, then such Services shall be chargeable at the rates set out in the Rate Card and subject to the limitations set out in Schedule 14. The Supplier shall be responsible for ensuring that its employees and subcontractors work such hours as may be required to provide all the Services in accordance with the timescales set out in this Agreement, but TfL's advance consent is required to invoice TfL prior to billing any time costs which relate to the Supplier's personnel working in excess of eight (8) hours in any day.

16.4 Charges Warranty

The Supplier warrants that the Charges and time and materials rates set out in this Agreement are as favourable as those extended under similar conditions to any government, agency, company, organisation or any other person for like services covered by this Agreement. In the event that the Supplier offers any such services in similar quantities to any customer at prices lower than those set out in this Agreement, the Supplier shall notify TfL of this fact without delay and the Charges and time and materials rates in Schedule 14 shall be reduced accordingly, such reduction to be effected via the Contract Variation Provision.

16.5 Accountability

The Supplier shall as soon as reasonably practicable, or else as specified by TfL, provide TfL with all information reasonably necessary in order for TfL or its advisers to verify the calculation of the Charges payable under this Agreement and the Supplier's compliance with the provisions of this Agreement. For these purposes, the Supplier shall maintain complete and accurate timesheets, records, management accounting information and supporting documentation for Invoices as may be specified in Schedule 14 in accordance with generally accepted accounting principles applied on a consistent basis.

16.6 No Acceptance

No payment by TfL shall indicate or be taken to indicate TfL's acceptance or approval of any part of the Services or any act or omission of the Supplier or shall absolve the Supplier from any obligation or liability imposed upon the Supplier by any provision of

the Agreement or otherwise.

16.7 Overpayment and Set Off

Any payments made by TfL hereunder, including final payment under the Agreement, shall not prevent TfL from recovering any amount overpaid or wrongly paid. However, such payments may have arisen including, but not limited to, those paid to the Supplier by mistake of Law or of fact. TfL shall be entitled to withhold from any sums due or which may become due to the Supplier from TfL any amount which, on the basis of TfL's bona fide belief, TfL considers due from the Supplier (including, without limitation, any Value Points).

16.8 Payments to sub-contractors

Where the Supplier, as permitted under this Agreement, sub-contracts any part of the Services to a third party, the Supplier acknowledges that it is solely responsible for payments to that third party.

16.9 Currency

Unless and until the UK enters into the European Monetary Union, the currency specified in this Agreement shall be Pounds Sterling. In the event that the UK Government elects during the Term to adopt the euro, the Parties shall convert the Pounds Sterling figures set out in Schedule 14 into the euro equivalent by reference to the official Government rate of exchange at the date of the UK's changeover to the new currency.

16.10 Expenses Policy

TfL shall have no liability for any expenses incurred by the Supplier's personnel, employees or sub-contractors (as permitted under this Agreement) save where those expenses have been agreed in advance and in writing by TfL and those expenses have been separately itemised in the Invoices.

17. Benchmarking

17.1 Initiation of Benchmarking

From 18 months after the Effective Date of this Agreement, and thereafter at any time during the Term (but in any event not more than once in any year), TfL may initiate a benchmarking process to measure the performance of the Services specified in this Agreement to determine if the performance of such Services matches, and the Charges are competitive with, Industry Best Practice ("**Benchmarking**"). Any such Benchmarking shall be conducted in accordance with this Clause 17. The Supplier

acknowledges that Benchmarking shall be essential for TfL to comply with its Best Value Duty.

17.2 Benchmark Measurement

- (a) In respect of each Benchmarking initiated by TfL, an independent, established and industry recognised organisation shall be appointed that:
 - (i) has demonstrated benchmarking expertise, methodology and data sources; and
 - (ii) is not a major competitor of the Supplier,(the “**Benchmarker**”). Subject to the foregoing, the choice of the Benchmarker shall be TfL’s sole discretion. The Parties agree that as at the Effective Date, the following (which the Parties agree amounts to a non-exhaustive list) organisations fall within the above description as suitable Benchmarkers: Gartner and Compass.
- (b) Each Benchmarking shall be carried out by the Benchmarker in accordance with this Clause 17 and the following general principles and criteria:
 - (i) to make the comparison meaningful, there shall be a representative, statistical sampling of a sufficient number of receivers of services comparable to the Services, having regard to factors such as the nature and size of supplier/customer, the service levels and volumes, any particular or unique circumstances in which the Services are received/supplied, and any other relevant factors (“**Comparable Services**”);
 - (ii) the Benchmarker’s data used to make the Benchmark shall be reasonably current, i.e. based on services performed for third parties no more than twelve (12) months prior to the dates on which the Services were performed, unless a longer period is agreed by the Parties; and
 - (iii) the Benchmarker shall use appropriate adjustment factors required to take into consideration any differences between the Comparable Services and the Services, such as the differences in nature or type of the Comparable Services and the Services.
- (c) In respect of each Benchmarking, the Benchmarker shall:
 - (i) provide copies of the reports of the Benchmarker’s findings to TfL and the Supplier; and
 - (ii) undertake to comply with the reasonable confidentiality requirements of TfL and the Supplier.
- (d) The Supplier shall provide, and shall ensure that the Supplier’s Subsidiaries and Authorised Sub-contractors provide, full co-operation and documents to the

Benchmarker in order for the Benchmarker to carry out the Benchmarking, including access to all records and personnel that the Benchmarker considers relevant.

- (e) All costs associated with the Benchmarking shall be borne by the Supplier unless the results of the Benchmarking reveal that the Supplier's performance of the Services is not deficient as set out in Clause 17.3 or the pricing of the Services is not uncompetitive as set out in Clause 17.4, in which case the costs of the Benchmarking shall be borne by TfL.

17.3 Deficient Performance

If a Benchmarking shows that the Supplier's performance of any Services fails to match best practice when measured against the Comparable Services, the Supplier shall assist TfL to determine the causes of the failure, and unless the Supplier satisfies TfL (acting reasonably) that the difference in performance is due to the unique requirements of TfL and not Supplier's performance, the Supplier shall:

- (a) within thirty (30) days following the completion of the Benchmarking develop an action plan acceptable to TfL that sets out the corrective action to be promptly taken by the Supplier to match best practice in performance (while maintaining competitive pricing) including, where appropriate, by providing additional staffing, increasing levels of training, upgrading hardware and software, introducing new and improved processes, amending the Services and/or the Threshold Service Levels together with a timetable for such corrective action; and
- (b) the Supplier shall implement the action plan in accordance with that timetable at the Supplier's cost. If the Supplier fails to comply in a material way with the corrective action plan, TfL shall be entitled to remove the Services that are the subject of such action plan (without payment of any Charges for such Services) by giving the Supplier not less than thirty (30) days' prior written notice.

17.4 Uncompetitive Pricing

If a Benchmarking carried out under this Agreement in respect of any of the Services shows that the Charges are not price competitive because they are higher than charges for Comparable Services, the Supplier shall assist TfL to determine the causes of the uncompetitive pricing and, to the extent that the uncompetitive pricing is not caused by TfL unique requirements under the Agreement, the Charges payable under this Agreement in respect of the Services shall be reduced to match the identified lower charges for the Comparable Services, such reduction to take effect within one (1) month of such Benchmarking and to be recorded in accordance with the Contract Variation Procedure.

17.5 Termination Right

Without prejudice to any other right or remedy of TfL under this Agreement TfL may terminate this Agreement or reduce or cancel any of the Services pursuant to Clause 15 (without payment of any Charges for such Services) upon thirty (30) days written notice to the Supplier in either of the following circumstances:

- (a) the Benchmarking shows that the Charges are higher than charges for Comparable Services, such pricing is not caused by TfL unique requirements and the Supplier has failed to reduce the Charges in accordance with Clause 17.4; or
- (b) the Benchmarking shows that the Supplier's performance of the Services is deficient pursuant to Clause 17.3 and the Supplier has not taken the relevant action required by TfL under that clause.

17.6 Disputes about Benchmarking

If either TfL or the Supplier disputes the findings of the Benchmarking they shall be entitled to inform the Benchmarking report about the areas of disagreement within fifteen (15) calendar days of the Benchmarking report being made available. The Benchmarking report shall have a period of fifteen (15) calendar days to respond to any such notice and, if necessary, amend the findings of the Benchmarking or decline to do so with the reasons for this set out in a written report. If either TfL or the Supplier does not agree with the revised Benchmarking or the Benchmarking report, then the dispute resolution procedure set out in Clause 52 shall apply, provided that if such dispute is not resolved in accordance with such dispute resolution procedure, TfL shall be entitled to terminate either such Services that are the subject of the dispute (without payment of any Charges for such Services) or the Agreement as a whole by giving the Supplier not less than thirty (30) calendar days' prior written notice.

PART E – SUPPLIER AND TfL OBLIGATIONS

18. TfL Responsibilities

18.1 Access

TfL shall provide all such access to the premises on which the Network Assets are situated and such other systems, materials or other items (including, without limitation, the retained assets) in the possession and/or control of TfL as necessary for the performance of the Services.

18.2 Savings Clause

Subject to Clause 18.2(b), the failure by TfL to perform any of its obligations set out in this Agreement, except insofar as identified within Clause 47.6, shall not be deemed to be grounds for termination by the Supplier PROVIDED, however, that the Supplier's non-performance of its obligations under this Agreement shall be excused (and the Supplier shall have no obligation to pay Value Points or liquidated damages in respect thereof) if and to the extent that such non-performance results from the failure by TfL to perform its obligations under this Agreement.

- (a) Without prejudice to the provisions of the preceding sub-Clause, the Supplier agrees to provide TfL with notice of such non-performance within five (5) Business Days and agrees to use all reasonable efforts to perform, to the extent possible, the Services to be performed by the Supplier notwithstanding the failure by TfL to perform its obligations under this Agreement.
- (b) Notwithstanding any other provisions of this Clause, TfL agrees to pay the Supplier for any additional, reasonable and actual expenses (PROVIDED IN SO FAR AS REASONABLY POSSIBLE that the latter are agreed with TfL in advance) over and above the Charges, incurred as a result of TfL's non-performance.

19. Networks

19.1 Responsibility

TfL shall be responsible for procuring any rights needed for the Supplier to use the Networks, including access to all Network Assets, for the purpose of performing the Services.

19.2 Further Assurance

TfL shall, at its cost, execute and do (or, to the extent that it is reasonably able, procure to be executed and done by all relevant third parties and the Current Suppliers) all such deeds, documents, acts and things as TfL may from time to time reasonably consider necessary for the Supplier to perform the Services.

20. Novation of Contracts

20.1 Reservation of Right to Novate

TfL hereby reserves the right to require the Supplier at any time during the Term to novate, assign or otherwise transfer the rights and obligations under the Managed Contracts from TfL to the Supplier or any other contract with any third party that TfL may hold or that the Current Suppliers may hold and that TfL in its reasonable opinion considers necessary for the performance of the Services. In such event TfL and the

Supplier shall agree to such novation and the impact thereof in accordance with the Contract Variation Procedure. For the avoidance of doubt, in the event that the novation of Managed Contracts takes place during the Term then the Agreed Margin as set out in Schedule 14 shall apply to these Managed Contracts.

20.2 Consents

Where the consent of the relevant third party is required to novate, assign or otherwise transfer to the Supplier the benefit of the arrangements under which TfL and/or any relevant third party or the Current Supplier holds or uses such contracts or such a consent is otherwise required to enable the Supplier to provide the Services, TfL shall use its reasonable endeavours to procure that such consent is granted.

20.3 Corresponding Rights

Where any such contracts are not transferable or where consent to such transfer is required but the third party concerned is not willing to grant such consent at all or on terms that are not reasonably practicable, TfL shall use its reasonable endeavours to procure that the Supplier shall be granted rights corresponding to those of TfL or the Current Suppliers (as applicable) contained in those contracts but on terms that are not more onerous to the Supplier than those applicable to TfL or the Current Supplier or the relevant third parties (as applicable) whether this be, without limitation, by means of novation, assignment or the termination of those contracts and the entry into of a new arrangement between the same or another third party and the Supplier.

20.4 On Trust Provisions

Where either Clause 20.2 or Clause 20.3 applies, until such time, as in the case of Clause 20.2, the third party's consent is granted and the relevant contract is novated to the Supplier or, in the case of Clause 20.3, the Supplier is granted corresponding rights by the third party, the Supplier shall hold the benefit of these contracts on trust for TfL. In such circumstances, the Parties shall, as between themselves, in all respects act and behave as if the relevant contracts had been transferred to the Supplier if a complete copy of the relevant contracts have been provided to the Supplier. The Supplier accepts that it shall remain fully liable for the consequences of acting in such a way or any breach of the relevant contract, and the Supplier shall indemnify the TfL Group Members for and against any Losses arising (whether direct or indirect).

20.5 Alternative Rights

If it does not prove possible to obtain any necessary consent of a third party for the grant of corresponding rights to the Supplier or it is not reasonably practicable to continue with the arrangements contemplated by clause 20.4 then TfL will use its reasonable endeavours to procure that suitable alternative rights or services are

provided to the Supplier to enable it to provide the Services. If the benefit of any of the contracts is not available to the Supplier, the Supplier will not be liable for any failure to provide the Services under this Agreement to the extent that such failure directly results from the lack of such availability.

20.6 Supplier Costs

Any costs reasonably incurred by the Supplier associated with the continuation of the contracts between the Supplier and the relevant third party (over and above the amounts which would have been payable by TfL in the absence of entering into this Agreement and any amounts by which the costs for the use by the Supplier of any suitable alternative rights or services exceed that which would have been applicable had the relevant contract been freely novated, assigned or otherwise transferred to the Supplier) will result in an addition to the Charges.

20.7 Restraining Events

Without prejudice to any other provision of this Clause 20 if, at any time following the Effective Date, a third party succeeds in restraining, or the Supplier reasonably believes that a third party is reasonably likely to restrain, the Supplier from using any of the benefits granted under the contracts (a “**Restraining Event**”), the Supplier will promptly raise the matter with TfL and the Parties will promptly negotiate a solution, including jointly with that third party, to enable the Supplier to use the benefits for the provision of the Services. The one-off and ongoing amounts agreed to be paid to the third party and any reasonable costs incurred by the Supplier in obtaining a valid licence from the third party or, if that licence cannot be obtained, in replacing the relevant Assets (including by purchasing new replacement items) will be borne by TfL.

21. Managed Contracts

21.1 Authorisation

TfL hereby authorises the Supplier for the Term, or for the term of the Managed Contracts (whichever is the shorter), to manage the Managed Contracts with the same discretion, power and authority as if the Supplier were TfL.

21.2 Informing Managed Contractors

TfL shall, at its cost, inform the Managed Contractors of the authorisation set out in Clause 21.1 and shall require each Managed Contractor to accept instructions on behalf of TfL in relation to the relevant Managed Contracts exclusively from those persons authorised by TfL. TfL shall execute and do (or to the extent that it is reasonably able, procure to be executed and done by any other necessary party) all such deeds, documents, acts and things as the Supplier may from time to time

reasonably require in order to manage the Managed Contracts in accordance with Clause 21.1.

21.3 Relevant Obligor

TfL agrees that it shall remain liable as the relevant obligor under the Managed Contracts and shall be responsible for making any and all payments required under the Managed Contracts to the Managed Contractors. TfL shall indemnify the Supplier against any liability in respect of such payments and/or any Losses that may arise in relation to such Managed Contracts that are directly caused by TfL.

21.4 Supplier Indemnity

The Supplier shall indemnify TfL against any Losses that may arise in relation to such Managed Contracts that are directly caused by the Supplier.

21.5 Termination

In the event that the Supplier wishes to terminate, renew or renegotiate any Managed Contract on behalf of TfL or wishes to enter into any new agreement with a third party which shall become a Managed Contract, the Supplier shall request any such change in accordance with the Contract Variation Procedure.

21.6 Retained Services

The Supplier shall have no responsibility or liability with respect to any agreement TfL may have with any third party relating to the Retained Services.

22. Employees

22.1 Employment Regulations

The Parties intend that the Employment Regulations shall not apply to the transaction, which is the subject of the Agreement.

22.2 Indemnity

Where a former employee of TfL or a Current Supplier claims or establishes that his employment rights (but not his employment) have transferred to the Supplier by virtue of the Employment Regulations and the provisions of this Agreement, TfL will indemnify the Supplier against all liabilities, costs (including reasonable and properly incurred legal costs), awards and damages arising in respect of such employee's employment with TfL, the termination of that employment and the transfer of his employment rights to the Supplier.

22.3 Notification

Where either Party becomes aware of an employee of TfL who claims that his employment has transferred to the Supplier by virtue of the Employment Regulations and the provisions of this Agreement that Party will notify the other Party as soon as reasonably practicable and such employee will be dealt with as follows:

- (a) TfL will within 28 days from such notification use its reasonable endeavours to effect a written withdrawal of the claim, whether by offering employment to such employee or by taking such other steps as it deems appropriate;
- (b) in the event that such employee is accepted into employment by TfL, the Supplier will immediately release him from his employment with the Supplier;
- (c) in the event that such Employee's claim is not withdrawn or resolved within such 28 day period, then the Supplier may, within 14 days following the end of such 28 day period, dismiss him and TfL will indemnify the Supplier for all liabilities, costs (including reasonable and properly incurred legal costs), awards and damages arising in respect of;
 - (i) such employee's employment up to the date of dismissal; and
 - (ii) such dismissal,other than any such liabilities, costs (including reasonable and properly incurred legal costs), awards and damages arising as a result of any unlawful discriminatory act or omission of the Supplier; and
- (d) in the event that the Supplier does not dismiss such employee within such 14 day period, TfL will indemnify the Supplier against all liabilities, costs (including reasonable and properly incurred legal costs), awards and damages arising in respect of such employee's employment with TfL prior to the alleged transfer date and the Supplier will indemnify TfL against all liabilities, costs (including reasonable and properly incurred legal costs), awards and damages arising in respect of such employee's employment with the Supplier (and any subsequent termination of that employment) on and after the alleged transfer date.

23. Continuity of Personnel

23.1 Key Personnel

The Supplier shall employ the Key Personnel to supervise the performance of the Services throughout the Term. Any changes to the Key Personnel (except in the event of sickness, incapacity or resignation of any member of the Key Personnel) must be approved by the TfL Contract Manager in advance.

23.2 Supplier Personnel – Intellectual Property Rights

The Supplier shall use all reasonable endeavours to procure that all personnel and/or sub-contractors (as permitted under this Agreement) performing the Services contract with the Supplier that any Intellectual Property Rights arising out of or relating to work done by that person for the Supplier shall vest or otherwise be assigned absolutely to the Supplier in support of the Supplier's obligations under Clause 37 and that to the extent that any such personnel or sub-contractors have any Moral Rights in any such work, they shall have been unconditionally and irrevocably waived.

24. Option in Respect of Hardware and/or Software Acquisition

The Supplier acknowledges that its primary obligation under this Agreement relates to the provision of the Services. Notwithstanding the foregoing, the Parties acknowledge that TfL may also from time to time require that the Supplier act as a procurement route for certain Network equipment for TfL as part of the Services and wish to make contractual provision for such provision in this Agreement. The Supplier accordingly undertakes to use all reasonable endeavours to facilitate TfL's acquisition of such Network equipment through the Supplier at discounted rates to list price. Such acquisition by TfL shall be subject to an additional 8% margin applied by the Supplier as identified within Schedule 14, for pass through procurement of hardware and software. The Supplier shall pass through to TfL all title, warranties and other rights that it may receive with respect to such equipment.

25. Regulatory Compliance

25.1 Compliance Regulations

The Supplier shall ensure that the Networks and the Services comply at all times during the Term with the requirements of any applicable Laws (including, without limitation, the Communications Act 2003), relevant to the Services, the Supplier's business and/or the TfL Group's business from time to time in force, which are or become applicable to the Services and/or the Networks.

25.2 Cost of Compliance

In the case of Laws relating to the Supplier's business or the Services (but for the purposes of this clause, excluding the Networks), the Supplier shall bear the cost of complying with all such Laws. In the case of Laws relating to the TfL Group business or the Networks, TfL shall bear the cost of complying with such Laws and any activities relating to such compliance required of the Supplier which shall be agreed in accordance with the Contract Variation Procedure. Further, TfL shall bear the cost of implementing any changes to the Networks that the Supplier has identified as necessary in accordance with the Supplier's obligations under clause 25.1 including measures that relate to the replacement, renewal or amendment of Network Assets,

infrastructure, or environment of the Networks. For the avoidance of doubt, the Supplier shall be responsible for the cost of compliance with any Laws as described above in providing the Networks design and management services described within Schedule 4 (paragraph 4.9.3).

26. Regulatory Change

26.1 The Supplier shall bear the cost of compliance with any amendments to, re-enactments of, superseding of and/or replacement of Laws in accordance with the allocation of cost provisions set out in Clause 25 except that where any such amendment necessitates a change to the Services as specified in a Call Off Request Form and provided that such amendment could not have reasonably been foreseen by the Supplier at the date of this Agreement, the Parties shall enter into good faith negotiations to make such adjustments to the Charges as may be necessary to compensate the Supplier for such additional costs as are both reasonably and necessarily incurred by the Supplier in accommodating such amendments. For the avoidance of doubt, the Supplier shall be responsible for the cost of compliance with any changes to Laws as described above in providing the Networks design and management services described within Schedule 4 (Section 4.9.3).

27. Distress and Other Interference

27.1 Distress

To the extent that the Network Assets are under the control of the Supplier, the Supplier shall not permit or suffer any execution or distress to be levied or used against any or all of the Network Assets or permit or suffer the Network Assets to be seized under or affected by any distress, execution or other process except if such distress, execution or other process is on behalf of TfL. To the extent that the Network Assets are under the control of the Supplier, the Supplier shall not attempt or permit any third party to let, sell, charge or otherwise deal with the Network Assets in a manner prejudicial to TfL's rights therein.

27.2 Failure

The Supplier shall not do or knowingly permit anything to be done which in the ordinary course of events could reasonably be expected to cause failure, defect, damage, interference or disruption in respect of the Services any of the Network Assets or the Transport Network.

28. Standards

The Supplier shall ensure that the Networks conform to the relevant standard or standards (if any) for the time being designated under all applicable laws, regulations, industry standards and/or codes of practice (which for the avoidance of doubt includes

approval and conformity with BABT and BSI Standards and any standards, orders and/or codes of practice issued by HMRI) as shall be communicated by TfL to the Supplier and/or as may be reasonably be considered to apply to the Network in accordance with Industry Best Practice including those standards set out in Schedule 4. In the event that TfL is not able to implement any recommendations made by the Supplier to enable this conformance to be effected, the Supplier shall take all such action as TfL may require including, without limitation, the disconnection of certain non-conformant elements from the Networks until such time as the Supplier is satisfied that the relevant elements conform to such standards and are safe. The impact of any changes to the Networks including but not limited to asset replacement, refurbishment or amendment, changes to infrastructure or environment recommended by the Supplier in order to ensure that the Networks comply with the relevant standards shall be agreed in accordance with the Contract Variation Procedure.

29. Consents

29.1 The Supplier shall be responsible for obtaining and maintaining throughout the Term at its own cost all necessary Consents required by it in order to provide the Services. The Supplier shall indemnify TfL against liability for all third party claims, costs, proceedings or demands against all Losses incurred by any TfL Group Member in connection with or arising out of:

- (a) damage caused to the Network Assets arising out of any act or omission of the Supplier, its employees, agents and/or sub-contractors in the exercise of the rights granted under this Agreement, save to the extent that any act, error or omission of any TfL Group Members or its employees has caused or contributed to such Losses; and
- (b) any failure by the Supplier to obtain the Consents.

30. Security Requirements

30.1 Security Policy

The Security Policy shall set out TfL's security requirements for the Networks and the Firewalls and shall contain, as a minimum, all those security requirements set out in the ITT and Schedule 22.

30.2 Compliance

The Supplier shall at all times during the Term comply with the Security Policy and ensure the same compliance from its personnel and sub-contractors (as permitted under this Agreement).

30.3 Material Default

The Supplier acknowledges the importance of compliance with the Security Policy and acknowledges and agrees that the following shall constitute Material Default under this Agreement:

- (a) a breach of any of the provisions of Schedule 22 ; or
- (b) any malicious or deliberate action on the part of the Supplier, its employees, agents, subcontractors and other representatives

which results in:

- (i) a material and permanent loss of data; or
- (ii) a material and permanent loss of integrity of data; or
- (iii) loss of TfL's goodwill or reputation.

In the event of any such default arising the Supplier shall use its best endeavours to remedy such default and to the extent possible ensure that the TfL Group Members are not prejudiced by such default and that such default shall not occur again during the remainder of the Term.

31. Compliance with TfL Group Policies

31.1 Compliance

The Supplier shall comply and shall ensure that its personnel and sub-contractors (as permitted under this Agreement) comply at all time throughout the Term with the TfL Group policies as notified from time to time by TfL including, without limitation, QUENSH.

31.2 Behaviour at Premises

If the Supplier is required to enter the premises of any of the TfL Group Member during the performance of its obligations under this Agreement, the Supplier shall, and shall ensure that its employees, agents and sub-contractors shall, whilst present at such premises:

- (a) carry the identity pass issued by the relevant TfL Group Member at all times;
- (b) comply with any requirements and instructions that may be given by an authorised representative of the relevant TfL Group Member;
- (c) comply with any request by an authorised representative of the relevant TfL Group Member to leave such premises immediately; and
- (d) comply with all rules and safety requirements applicable to such premises made known by the relevant TfL Group Member from time to time to the Supplier including without limitation those provisions set out in QUENSH and shall enable and assist TfL Group to comply with all relevant health and safety law applicable to the TfL Group.

31.3 Work Place Policies

Without limiting the requirements of this Clause 31, the Supplier shall in addition

ensure that:

- (a) all its personnel and sub-contractors engaged in the performance of the Services are aware of and comply with TfL Group's work place policies set out in QUENSH and/or otherwise in this Agreement; and
- (b) those of its personnel and sub-contractors whose duties make it necessary pursuant to TfL Group's alcohol and drugs policy comprised in QUENSH have received a certificate of compliance prior to commencing the Services for the TfL Group, and have acknowledged their understanding of and have undertaken to comply with and accept TfL Group's policy on unannounced alcohol and drugs screening arrangements.

31.4 Removal of Personnel

In the event that any of the Supplier's personnel or sub-contractors fail to comply with any of the obligations referred to in this Clause 31 and/or QUENSH the Supplier shall remove such personnel and/or sub-contractor and provide a suitable replacement.

31.5 Statutory Duty

The Supplier acknowledges its awareness of TfL's statutory duty to provide or secure a safe, economic and efficient public passenger integrated transport service for Greater London and shall at all times during this Agreement have regard to the TfL Group's statutory duties. The Supplier shall not, in the performance of the Services, in any manner endanger the safety of or interfere with the operation of the Transport Network or endanger the public and shall minimise any disruption to both the Transport Network and the public.

32. Health and Safety

32.1 Supplier Notification of Hazards

The Supplier shall notify TfL of any health and safety hazards which may arise in connection with the performance of this Agreement.

32.2 TfL Notification of Hazards

TfL shall notify the Supplier of any health and safety hazards and requirements which may exist or arise at any of the TfL Group premises which may affect the Supplier. The Supplier shall draw these hazards and its health and safety requirements to the attention of its personnel and sub-contractors.

32.3 Informing Personnel

The Supplier shall inform all persons engaged in the performance of this Agreement of all such hazards and shall instruct such persons in connection with any necessary associated safety measures.

33. Workplace Harassment

TfL Group's workplace harassment policy requires its own staff and those of its contractors to fully comply with this policy to eradicate harassment in the workplace. Without prejudice to the generality of Clause 31, the Supplier shall ensure that its personnel and those of its sub-contractors involved in the performance of the Services are fully conversant with the requirements of this policy. The Supplier shall fully investigate allegations of workplace harassment in accordance with the TfL Group workplace harassment policy as updated from time to time and ensure that appropriate, effective action is taken where harassment is found to have occurred. Copies of the workplace harassment policy are available on request from TfL.

34. Reservation of Interception Rights

The Supplier acknowledges and undertakes to inform all those of its personnel and sub-contractors who will be using the Networks and any other of the TfL Group Members' communications facilities that the TfL Group Members reserve the right from time to time during the Term to:

- (a) intercept for the purposes of Monitoring and/or recording any communication made through any system capable of transmitting communications including but not limited to telephone, electronic mail and fax; and
- (b) use any information obtained as a result of any intercepted communications referred to in Clause 34 (a) for the purposes permitted by the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000.

35. Register Maintenance

35.1 Supplier Management Responsibility

The Supplier shall throughout the Term maintain and keep up to date an online register that shall contain:

- (a) details of all Consents which are required by the Supplier to perform the Services;
- (b) details of all the assets that may have been provided or made available by TfL for the performance of the Services;
- (c) details of any associated leases and maintenance agreements upon which the use of the Networks is dependent or which are necessary to provide the Services;
- (d) a list and details of any service contract used to supply, use or test the Services;
- (e) details of all software including, without limitation, all Third Party Software used to perform, use or test the Services;
- (f) the location, configuration and utilisation of all of the above, as applicable; and
- (g) any other details required by TfL from time to time

(the “**Register**”).

35.2 Access to Register

The Supplier shall throughout the Term:

- (a) keep the Register updated on a continuous basis;
- (b) make the Register available online to the TfL Group Members and those of their agents and authorised representatives as TfL may require from time to time;
- (c) use such security measures in respect of the Register as may be provided in the Security Policy or as otherwise in accordance with Industry Best Practice including, without limitation, the use of password technology in respect of such online access.

36. Audit and Inspection Rights

36.1 Obligation to Keep Records

In addition to the Register, the Supplier shall keep full, accurate and up to date records of the Services, Invoices and the Open Book Accounts for the Term and for a period of seven (7) Contract Years thereafter. TfL shall have those rights in relation to the Open Book Accounts as set out in Schedule 14.

36.2 Right to Inspect Manual Records

In addition to the online access to the Register provided in Clause 35.2 the Supplier grants to TfL, their authorised representatives and agents access to inspect manual copies of the Register and all such other manual records and to take such copies (in electronic and/or manual form) as they require. Such access shall only be granted upon reasonable prior notice to the Supplier being given by TfL to be not less than forty eight (48) hours after such notice has been given. The Supplier shall provide all necessary assistance to such representatives and/or agents of TfL as they shall require at no additional cost.

36.3 Right to Audit Performance of the Services

Further to the audit rights under Clause 36.2, TfL shall be entitled to audit the performance of the Supplier's on Site provision of Services (including compliance with the Security Policy) against the scope of Services identified in Schedule 4 and to audit services provided by the Supplier from locations other than TfL premises insofar as the Supplier is not restricted in its ability to give access to facilities, documentation or systems due to confidentiality obligations to other customers. Such audit rights shall be provided at no additional cost to TfL subject to the following:

- (a) TfL shall not exercise its audit rights under this Clause 36.3 more than twice in any Contract Year;
- (b) the purpose of the audit shall be agreed prior to the audit as shall the information to be provided (only information reasonably required to demonstrate performance of the Services and not to be information that the Supplier reasonably considers to be commercially sensitive). Sufficient advance notice shall be given to the Supplier to enable the appropriate personnel to be present,

such notice to be a maximum of 5 Business Days for services being provided from sites other than TfL premises and 48 hours for services being provided from TfL premises;

- (c) the audit shall be conducted in such a way so that it shall not prevent the Supplier from continuing its day to day activities required to provide the Services; and
- (d) in the event that TfL identify any areas of concern as a result of the audit then the Parties shall agree a reasonable period of time to discuss the points and agree a Service Rectification Plan, where TfL reasonably considers this appropriate.

TfL shall be entitled to carry out a follow up audit to evaluate whether the Supplier has complied with the Service Rectification Plan. In the event it is found that the Supplier has not complied with that plan within the specified timescales then the Supplier's failure to do so shall be considered Material Default under this Agreement.

37. Intellectual Property

37.1 Ownership of Pre-existing Intellectual Property Rights

Neither this Agreement nor any Call Off shall operate to assign any pre-existing Intellectual Property Rights of either Party. Neither Party shall contest ownership of all or part of the other Party's pre-existing Intellectual Property Rights.

37.2 TfL Intellectual Property Rights

To the extent that the Supplier requires a licence from TfL to use any Intellectual Property Rights comprised in the Network, TfL shall grant or shall procure that the Supplier is granted a non-exclusive, non-transferable, royalty free licence for the Term (and for the duration of any Termination Assistance after the Term) to use such Intellectual Property Rights for the sole purpose of providing the Services.

37.3 Supplier Intellectual Property Rights

- (a) The Supplier retains all right, title and interest in and to the Supplier Materials, including all Intellectual Property Rights therein.
- (b) In the event that the Supplier during the course of the provision of the Services (including, without limitation, any Call Off) develops any Intellectual Property Rights in the creation of any bespoke software, work, or other item developed specifically for TfL and relating specifically to the business of TfL and provided always that TfL pay the Charges, the Supplier shall procure that such Intellectual Property Rights vest in TfL, except insofar as the development is made to third party software, work or items, in which case it shall be identified and agreed between the Parties on a case by case basis but subject always to the agreement of the third party owner. Subject to the aforesaid, the Supplier hereby assigns by way of future assignment all such Intellectual Property Rights to TfL absolutely and with full title guarantee. TfL shall grant the Supplier

a royalty free, non-exclusive, irrevocable, worldwide licence for the Term (and for any period of Termination Assistance) to use the software work or item of which TfL owns the Intellectual Property Rights in accordance with this sub-clause as required to enable the Supplier to provide the Services.

To the extent that Intellectual Property Rights in any software, work or other item created for the Networks under this sub-clause (b) relies upon the use of any embedded generic Intellectual Property Rights of the Supplier then the Supplier hereby grants TfL a royalty free, non-exclusive, irrevocable, perpetual worldwide licence (with a right of sub-licence to any New Service Provider) to use the embedded generic Intellectual Property Rights to enable TfL to use the software, work or item to which TfL owns the Intellectual Property Rights as required for the TfL Group Members to receive the benefit of the Services and/or otherwise use the Networks.

- (c) In the event that the Supplier during the course of the provision of the Services (including, without limitation, any Call Off) develops any Intellectual Property Rights in any software, work or item not falling within the scope defined in sub-clause (b) above then the Intellectual Property Rights shall vest in the Supplier. The Supplier shall grant TfL a royalty free, non-exclusive, irrevocable, worldwide licence for the Term (and for any period of Termination Assistance) to use the software work or item of which the Supplier owns the Intellectual Property Rights in accordance with this sub-clause as may be required for the TfL Group Members to receive the benefit of the Services.

In the event that the Supplier uses any of its Supplier Materials for the performance of the Services, the Supplier shall grant TfL a royalty free, non-exclusive, irrevocable, worldwide licence for the Term (and for any period of Termination Assistance) to use the Supplier Materials as required for the TfL Group Members to receive the benefit of the Services.

37.4 Third Party Software to be Documented

Third Party Software which the Supplier shall use in the performance of the Services shall be specified in each Call Off.

38. Confidential Information

38.1 Protection of Confidential Information

The Supplier shall:

- (a) keep all TfL Confidential Information confidential and must not (except as expressly permitted pursuant to this Agreement) disclose the TfL Confidential Information, make copies of materials containing the TfL Confidential Information or otherwise use the TfL Confidential Information;
- (b) use due care to safeguard the TfL Confidential Information and comply with any requirements specified by TfL from time to time in relation to such TfL Confidential Information;

- (c) implement reasonable security practices against any unauthorised copying, use, disclosure (whether that disclosure is oral, in writing or in any other form), access and damage or destruction of TfL Confidential Information;
- (d) immediately notify TfL if the Supplier suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of, or is required by Law to disclose, any TfL Confidential Information; and
- (e) do all things, execute all documents and give all assistance reasonably required by TfL to enforce any obligation of confidence imposed or required to be imposed by this Agreement.

38.2 Use of Confidential Information

The Supplier may only:

- (a) use and copy the TfL Confidential Information:
 - (i) to comply with its obligations under this Agreement (and then only to the extent reasonably necessary to achieve such compliance); or
 - (ii) to the extent necessary to enable the Supplier to exercise its rights under this Agreement; and
- (b) subject to Clause 38.5 disclose the TfL Confidential Information to:
 - (i) its personnel, Authorised Sub-Contractors and the Supplier's professional advisers on a 'need to know' basis and then only for the purpose identified in Clause 38.2(a) above; and
 - (ii) any other person only with the prior written consent of TfL.

38.3 Handling TfL Confidential Information

The Supplier must in addition to, and without limiting any other obligation of the Supplier set out in this Agreement:

- (a) notify TfL of all persons to whom TfL Confidential Information shall be disclosed or who may become aware of TfL Confidential Information before those persons are permitted access to TfL Confidential Information;
- (b) if required by TfL, arrange for any or all of its personnel and Authorised Sub-Contractors to give a written undertaking in a form reasonably required by TfL; and
- (c) ensure that its personnel, Authorised Sub-Contractors, the Supplier's professional advisers and any other person approved by TfL comply with the provisions of this clause.

38.4 Supplier Confidential Information

- (a) For the purposes of this Clause 38.4, the expression “**Supplier Confidential Information**” shall mean those categories of confidential information as set out in the Schedule 21 (Supplier Confidential Information).

TfL shall have the same obligations mutatis mutandis to the Supplier in respect of the Supplier Confidential Information as those imposed on the Supplier under Clause 38.1 and 38.2, save that TfL may:

- (i) disclose the Supplier Confidential Information where TfL considers that it is obliged to do so under the FOI Act;
- (ii) use the Supplier Confidential Information to the extent necessary to obtain the benefit of the Services;
- (iii) disclose the Confidential Information to any member of the TfL Group and the TfL Group Members and their respective employees, agents, sub-contractors and advisers and other related entities on a need to know basis;
- (iv) disclose such Supplier Confidential Information relating to the outcome of the procurement process for this Agreement as may be required to be published in the Official Journal of the European Union or elsewhere in accordance with any requirements from time to time in place of H.M. Government policy on the disclosure of information relating to government and/or public sector contracts;
- (v) disclose the Supplier Confidential Information to the Benchmarker for the performance of any Benchmarking exercise; and
- (vi) disclose the Supplier Confidential Information to any shortlisted service provider and their professional advisers as may be further provided in Schedule 20 (Exit Plan), such information to exclude any information relating to costing or pricing, any information on any Intellectual Property Rights of the Supplier, the terms and conditions of the Agreement and Schedules 1, 5, 8 and 14 of the Agreement.

38.5 Exceptions to obligations of confidentiality

Nothing in this Agreement prohibits the use or disclosure of any Confidential Information by either Party to the extent that:

- (a) the information has been placed in the public domain otherwise than due to a Default;
- (b) the disclosure is expressly required by Law, but the Party must use its best efforts to minimise any such disclosure;

- (c) the information has been independently developed by the Party and without reference to the Confidential Information of the other Party; or
- (d) the other Party has approved in writing the particular use or disclosure of the Confidential Information.

38.6 Equitable Relief

The Supplier acknowledges that TfL shall be entitled to equitable relief against the Supplier (in addition to any other rights available under this Agreement or at Law) if the Supplier breaches any of its obligations under this Clause 38.

38.7 Period of Confidentiality

The obligations with respect to Confidential Information disclosed under this Agreement shall survive termination of this Agreement and continue for as long as the information remains confidential.

39. Intellectual Property and Confidential Information Indemnity

39.1 Indemnity

Notwithstanding anything else in this Agreement, the Supplier shall fully indemnify on demand and hold harmless each TfL Group Member and keep each TfL Group Member fully and effectively indemnified on demand against all claims, demands, costs (including legal costs), expenses and liabilities of whatsoever nature arising from:

- (a) any claim of alleged or actual infringement of Intellectual Property Rights of third parties arising out of or in connection with each TfL Group Member's possession and use of the Software and/or the Services and/or any other item supplied to any TfL Group Member in connection with the Services by or on behalf of the Supplier; and
- (b) any unauthorised disclosure of TfL Confidential Information.

This indemnity shall not be subject to the exclusions and limitations of liability set out in Clause 45.

39.2 Notice

TfL shall give to the Supplier prompt notice in writing of any claim being made or action threatened or brought against a TfL Group Member in respect of the Services and TfL shall permit the Supplier at the Supplier's expense to conduct any litigation which may

ensue and all negotiations for a settlement of any claim, giving the Supplier all reasonable assistance, at the Supplier's expense.

39.3 Supplier Action

In the event that any claim of infringement of third party Intellectual Property Rights as aforesaid prevents a TfL Group Member from having the beneficial use of the Services or any part thereof or if TfL is advised by legal counsel that a TfL Group Member's use of the Services is likely to constitute such an infringement, the Supplier shall forthwith at its own cost and expense either:

- (a) procure for the TfL Group Members, the right to continue the use of the Services; or
- (b) replace or modify the same so that they become non-infringing (in which event the Supplier shall without prejudice to a TfL Group Member's other rights compensate the TfL Group Member for the amount of any direct loss and damage sustained or incurred by the TfL Group Member during such replacement or modification), provided nevertheless that any replacement or modification shall not prejudice the TfL Group Members' beneficial use of the Software and/or the Services or adversely affect the performance and functionality of the Software and/or Services and that such replacement or modification shall be carried out promptly, so as to avoid any interruption in the TfL Group Member's business operations.

40. Personal Data

40.1 General

The Supplier acknowledges the importance to TfL Group Members of ensuring the accuracy and security of:

- (a) personal data (as defined in the Data Protection Legislation) "Personal Data" controlled by a TfL Group Member, some of which may be of a particularly sensitive nature; and
- (b) a TfL Group Member's data generally.

40.2 Personal Data

The Parties acknowledge that, in the general course of providing the Services, the Supplier may "process" (as that term is defined in the Data Protection Legislation) Personal Data held by a TfL Group Member and wish to provide contractual terms to cover this eventuality.

- 40.3 The Supplier undertakes only to process any Personal Data in respect of which a TfL Group Member is a "data controller" (as that term is defined in the Data Protection Legislation) strictly in accordance with TfL's instructions and to keep such data secure in accordance with the seventh data protection principle set out in the Data Protection Legislation. The standard to which the Supplier shall keep such data secure shall not be less than equivalent to ISO27001:2005. The Supplier shall in any case comply with the Security Requirements.
- 40.4 Without limiting the generality of the foregoing provisions of this Clause 40, the Supplier shall:
- (a) fully comply with the Data Protection Legislation;
 - (b) not by any act or omission place any TfL Group Member in breach of the Data Protection Legislation;
 - (c) ensure that Personal Data belonging to TfL Group Members is kept separate from the Supplier's data and from data belonging to other customers of the Supplier;
 - (d) ensure that Personal Data shall only be accessible by authorised employees of the Supplier who require access for the purposes of performing their duties, in particular the Supplier shall take adequate precautions to ensure that Personal Data is not used, accessed or processed in a manner incompatible with these purposes;
 - (e) take appropriate technical and organisational measures against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of or damage to the Personal Data. This obligation shall include, but not be limited to, putting all adequate security measures into place to ensure compliance with this Clause 40 and ensuring that these arrangements are reasonably acceptable to and approved in writing by TfL;
 - (f) provide the TfL Group Members with such co-operation, assistance and information as they may reasonably require to enable the TfL Group Members to comply with their obligations under the Data Protection Legislation and to co-operate with the Information Commissioner in relation to Personal Data;
 - (g) not transfer or disclose Personal Data to any third party except on the express prior instructions of TfL affected; and
 - (h) at any time at TfL's request, to submit to TfL all required materials and/or technical documentation to demonstrate its compliance with this Clause 40.
- 40.5 The Supplier shall fully indemnify the affected TfL Group Member(s) against any and all loss, liability, fines, costs, claims, expenses and proceedings arising from breach of this Clause 40.

40.6 Data Generally

The Supplier acknowledges that in providing the Services, it exercises considerable control over the integrity and accuracy of the TfL Group's data. The Supplier shall maintain throughout the Term:

- (a) regular back-ups as may be described in the Service Specification and shall restore any data held or processed as part of the Services; and
- (b) the security of each TfL Group Member's data hosted by the Supplier.

40.7 Remedies for Breach of Security Obligations

The Supplier acknowledges that, in the event it breaches (or attempts or threatens to breach) its obligations as required by this Clause 40, a TfL Group Member may be irreparably harmed (including harm to its reputation). In such circumstance, TfL may proceed directly to court. If a court of competent jurisdiction should find that the Supplier has breached (or attempted or threatened to breach) any such obligations, the Supplier agrees that without any additional findings of irreparable injury, bond, or other conditions to injunctive relief, it shall not oppose the entry of an appropriate order compelling performance by the Supplier and restraining it from any further breaches (or attempted or threatened breaches). Such injunctive relief shall be in addition to TfL's other remedies under this Agreement or at Law.

41. Freedom of Information

41.1 Definitions

For the purposes of this Clause:

- (a) **"FOI Act"** means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time, and any guidance issued by the Information Commissioner, the Department of Constitutional Affairs and any other relevant public body in relation to such legislation;
- (b) **"Information"** means all records and information obtained, created, collected or held by the Supplier in relation to this Agreement; and
- (c) **"Information Request"** means a request for information within the meaning of section 8 of the FOI Act.

41.2 FOI Act

The Supplier acknowledges that TfL is subject to the FOI Act and agrees to assist and cooperate with TfL to enable TfL to comply with its obligations under the FOI Act.

41.3 Information Requests

Without prejudice to the generality of Clause 41.2, the Supplier shall and shall procure that its sub-contractors shall:

- (a) transfer to TfL all Information Requests that it receives as soon as practicable and in any event within 2 Business Days of receiving an Information Request; and
- (b) provide TfL with information about or a copy of all Information that TfL requests and such Information shall be provided within five (5) Business Days of a request from TfL (or such other period as TfL may reasonably specify), and in such form as TfL may reasonably specify.

41.4 TfL's Responsibility

TfL shall be responsible for determining whether Information is exempt information under the FOI Act and for determining what Information will be disclosed in response to an Information Request in accordance with the FOI Act. The Supplier shall not respond directly to an Information Request unless expressly authorised to do so by TfL.

41.5 TfL Obligations

The Supplier acknowledges that TfL may be obliged under the FOI Act to disclose Information without consulting or obtaining consent from the Supplier.

42. Business Continuity

42.1 Not Used

42.2 Continuous Review

From the date on which the Business Continuity Plan is agreed between the Parties and throughout the remainder of the Term, the Supplier shall keep the Business Continuity Plan under continuous review in accordance with Industry Best Practice. As part of such continuous review, the Supplier shall recommend

changes to the Business Continuity Plan to TfL and discuss such changes at each Contract Review Meeting, such recommendations to be made to TfL not less than four (4) times per calendar year of the Term. The Supplier shall also make recommendations to TfL in respect of the Business Continuity Plan in the event of any material change in the performance of the Services, to include, without limitation, the Call Off of any Voice Services or any other matter which a Supplier acting reasonably in accordance with Industry Best Practice would consider to impact on the Business Continuity Plan.

42.3 Contract Variation

Any changes to the Business Continuity Plan are to be agreed by the Parties in accordance with the Contract Variation procedure.

42.4 Evidence of Implementation Capability

The Supplier acknowledges the importance of the Business Continuity Plan to TfL's obligations in respect of the Transport Network. The Supplier agrees that at any time throughout the Term, upon reasonable prior written notice of not less than forty eight (48) hours, TfL may require the Supplier to produce such evidence as it considers necessary to ensure the Supplier is capable of implementing its obligations within the relevant time frames under the Business Continuity Plan.

43. Warranties

43.1 General Warranties

[REDACTED]

[REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]

-
- The image displays a horizontal bar chart with 12 distinct groups of bars. Each group is introduced by a small black square on the left. The bars within each group are solid black and vary in length, with the longest bar in each group typically being the top-most bar. The groups are arranged vertically, and the overall layout is clean and minimalist, focusing on the relative lengths of the bars within each category.

43.2 Third Party Warranties

Without prejudice to the above representations, warranties and undertakings the Supplier shall pass to TfL the benefit of any additional guarantee and/or warranty secured from its suppliers in respect of Third Party software or any hardware.

43.3 Separate Warranty

Each warranty contained in this Clause 43 shall be construed as a separate warranty and shall not be limited or restricted by reference to or inference from, the terms of any other warranty or any other terms of this Agreement and the Supplier acknowledges and agrees that compliance by it, with the warranties (or any of them) shall not of itself constitute performance of any of its other obligations under this Agreement.

43.4 Re-performance of Services

In respect of the Services, in the event that the Supplier is in breach of any of its warranties, the Supplier shall (at its own expense) promptly re-perform any Services to ensure compliance with such warranty or warranties or at TfL's option (but in both cases at the Supplier's expense), procure the re-performance of such Services by an Authorised Sub-contractor or else, provide all assistance necessary to enable a person nominated by TfL to perform the relevant Services.

43.5 Representations and Warranties by TfL

TfL represents and warrants to the Supplier that it is duly constituted, organised and validly existing under the Laws of England and Wales and has the legal right and full power and authority to execute and deliver, and to exercise its rights and perform its obligations under this Agreement and all the documents which are to be executed by them as envisaged by this Agreement.

PART F - LIABILITY

44. Force Majeure

44.1 No liability for Force Majeure

Subject to Clause 44.2 neither Party shall be liable for any delay in performing or failure to perform any of its obligations hereunder by reason of a Force Majeure Event, if and only to the extent that the Party claiming relief can provide evidence to the satisfaction of the other Party that such event is not caused by, and its effects are beyond the reasonable control of the claimant Party and is not an event whose effect the claimant Party is otherwise required to avoid or provide against under this Agreement or which the claimant Party could reasonably have avoided or provided against.

44.2 Extension of Time

On the occurrence of a Force Majeure Event, the claimant Party shall be entitled to a reasonable extension of time for the performance of such obligations (having regard to the Transition Plan) provided however that any delay or failure by a sub-contractor or supplier of the Supplier shall not relieve the Supplier from liability for delay or failure except where such delay or failure is due to such a Force Majeure Event.

44.3 Notification

The claimant Party shall promptly notify the other Party in writing of the occurrence of such a Force Majeure Event and (where known) the likely duration of any delay or stoppage, and shall take all reasonable steps to overcome the delay or stoppage. In relation to such Force Majeure Event:

- (a) any costs arising from the occurrence of such a Force Majeure Event shall be borne by the claimant Party;
- (b) either Party may, if such delay or stoppage due to a Force Majeure Event continues for more than sixty (60) calendar days, terminate this Agreement forthwith on giving notice in writing to the other; and
- (c) the claimant Party shall take all necessary steps to bring the delay or stoppage to a close or to find a solution whereby the Agreement may be performed notwithstanding such event.

44.4 Not used

44.5 Resumption of Responsibilities

The Party claiming a Force Majeure Event shall use its reasonable endeavours to resume performance of its obligations as soon as practicable and in the meantime to mitigate the effects of any Force Majeure Event and shall keep the other Party fully informed about the steps taken and proposed to be taken to achieve this.

44.6 Third Parties

So long as the Force Majeure Event subsists TfL may contract with other persons for the supply of goods and/or services which the Supplier fails to supply in accordance with the terms of this Agreement or else direct the Supplier to so contract.

44.7 No Compensation

The Supplier shall not have the right to any payments (in addition to the lawfully due and payable Charges) from TfL under this Agreement as a result of any Force Majeure Event or the performance of its obligations under this clause. However if TfL directs the Supplier to use a third party service provider that shall result in higher charges than a service provider proposed by the Supplier, then TfL shall pay the Supplier the difference between the cost of those two service providers provided that any such higher costs are reasonably incurred.

45. Liability

45.1 Death and Personal Injury

Neither Party excludes or limits liability for fraud or for death or personal injury caused by its negligence.

45.2 Breach by the Supplier

The Supplier shall indemnify and hold harmless TfL Group Members against any Losses of whatever nature (including, without limitation, damage to property and loss of or corruption to a TfL Group Member's data) suffered or incurred by a TfL Group Member and caused by or arising from any breach of this Agreement by the Supplier or any negligent act or omission, breach of statutory duty, wilful misconduct, misstatement or misrepresentation by the Supplier, its officers, agents, employees, sub-contractors or any other person acting on behalf of the Supplier.

45.3 Liability Cap

Subject to Clauses 45.1 and 45.6, neither Party's liability to the other for any Losses relating to or arising in connection with this Agreement, whether based on an action or claim in contract, equity, intended conduct, tort, statutory breach or otherwise, shall in respect of each claim, exceed:

■ [REDACTED]

(b) in respect of all other Losses arising in any Contract Year the greater of:

- (i) an amount equal to the sum of the aggregated annual Charges payable; and

■ [REDACTED]

(together the "**Liability Caps**").

45.4 Reading Down

The Parties expressly agree that should any limitation or provision contained in this Clause 45 be held to be invalid under any applicable statute or rule of Law, it shall to that extent be deemed omitted but if any Party thereby becomes liable for any Loss which would otherwise have been excluded such liability shall be subject to the other limitations and provisions set out herein.

45.5 Consequential Loss

(a) Neither Party shall be liable to the other Party for:

- (i) Loss of business, goodwill or savings;
- (ii) indirect Loss of profit and/or indirect loss of revenue; or
- (iii) any indirect, special or consequential Losses howsoever arising under

this Agreement.

- (b) For the avoidance of doubt, the Parties agree that the following types of Losses shall be considered as direct Losses subject to the Liability Caps in Clause 45.3:
 - (i) all costs incurred in inputting lost data in the event that any systems owned or managed by the Supplier corrupt or destroy such data;
 - (ii) any additional operational and administrative costs and expenses incurred as a direct result of any Default in respect of this Agreement (including any and all costs of re-tendering for all or part of the Services and/or providing alternative arrangements for the provision of all or part of the Services; and
 - (iii) those Losses described in Clause 5.4(d).

45.6 Exclusions

The Liability Caps shall not apply and each Party accepts unlimited liability for and agrees to indemnify the other Party (the “**Aggrieved Party**”) against, and on demand make good to the Aggrieved Party, any Losses suffered or incurred by the Aggrieved Party resulting from:

- (a) death or personal injury caused by the negligent acts or omissions of either Party, its employees, agents or subcontractors;
- (b) the breach by the Party, its employees agents or subcontractors of any restriction on the disclosure of Confidential Information provided for elsewhere in this Agreement;
- (c) any claim for which either Party must indemnify the other under this Agreement save for those indemnities set out in Clauses 20.4, 21.4, 29, 45.2, 48.2, 48.3 and 53.4;
- (d) fraud by an employee, agent or sub-contractor of the Party;
- (e) any loss or damage suffered by the Aggrieved Party resulting from an intentionally reckless or malicious act or omission of the Party; and
- (f) the unreasonable and wrongful termination or abandonment of the Agreement in whole or in part.

45.7 Duty to Mitigate

Each Party shall have a duty to mitigate any Losses for which the other Party is responsible.

46. Insurance

46.1 Maintenance of Insurance

The Supplier shall have in effect from the Effective Date and shall maintain throughout the Term and in respect of public liability insurance (except for insurance in respect of

damage to real property) for a period of six (6) years following expiry or termination of the Agreement, a policy or policies of insurance with a reputable insurer authorised to act as such by the Department of Trade and Industry pursuant to the Insurance Act 1982 covering all of the risks which may be incurred by the Supplier arising out of the acts or omissions of the Supplier or its personnel and/or sub-contractors in connection with this Agreement and such policies shall include, without limitation:

- (a) professional indemnity insurance with cover (for a single event or per annum) of no less than [REDACTED] for a single calendar year (such policy to be maintained in force for six years after termination or expiry of this Agreement);
- (b) public liability cover for no less than [REDACTED] [REDACTED] (for a single event or series of related events in a single calendar year);
- (c) employer's liability for no less than [REDACTED] for a single event;
- (d) product liability in the sum of not less than [REDACTED] [REDACTED] [REDACTED] for a single event; and
- (e) motor vehicle insurance of not less than [REDACTED] [REDACTED] for any single event or series of events in one year.

46.2 Noting of TfL's Interest

The Supplier shall ensure that the appropriate noting of TfL's interest has been recorded on the policies or a generic interest clause has been included and shall, on the written request of TfL, promptly provide TfL with copies of such documents.

46.3 Evidence

The Supplier shall provide evidence satisfactory to TfL on the Effective Date and each anniversary thereof, that the insurances referred to in Clause 46.1 have been effected and are in force (including, without limitation, evidence of payment of insurance premiums) and the Supplier shall ensure that those insurance policies cover all the Supplier's legal liabilities under this Agreement.

46.4 No Relief

The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under this Agreement.

46.5 Changes

The Supplier shall notify TfL of any material changes to the level, type or other material provisions of the insurance referred to in Clause 46.1.

46.6 Invalidation

The Supplier shall not by its acts or omissions (or those of its personnel and/or sub-contractors) cause any policy of insurance to be invalidated or avoided.

46.7 Priorities

In the event of a claim being made under any policy of insurance maintained in accordance with this Clause, the proceeds shall, unless TfL specifies otherwise, be applied first in reinstating (if applicable) any items which have been lost, damaged or destroyed; second in taking any steps which may be necessary to enable a full resumption of the Services in accordance with the terms and conditions of this Agreement; third in discharging any sums owing to TfL by the Supplier in respect of this Agreement; and thereafter any balance shall be payable to the Supplier.

PART G – TERMINATION

47. Termination

47.1 TfL may terminate the Agreement and/or any Call Offs pursuant to the relevant provisions of this Clause 47.

47.2 There shall be no termination for convenience of the Core Network Services

47.3 Termination of Variable Network Services for Convenience

In addition to any other rights it has under this Agreement, the Supplier's provision of the Variable Network Services or any part thereof may be terminated by TfL with immediate effect for convenience by notice to the Supplier upon at least 3 months notice, subject to TfL's payment of any Variable Network Services Termination Payment.

47.4 Termination for Cause

TfL may terminate this Agreement and/or any Call Offs with immediate effect and by notice to the Supplier without further liability in the event that:

- (a) Not used;
- (b) the Supplier commits either a Material Default or a Persistent Default and (in the event that any such non Persistent Default is capable of remedy) fails to remedy it within thirty (30) calendar days after receipt of notice from TfL to that effect specifying the breach and stating what in TfL's opinion is required to remedy it; or
- (c) pursuant to Clause 17.5 and/or Clause 17.6 or Clause 61.2.

47.5 Termination for Insolvency

TfL may terminate this Agreement and/or any Call Offs with immediate effect in the

event that:

- (a) the Supplier ceases to carry on its business;
- (b) a receiver, administrative receiver, administrator or similar officer is appointed over all or any part of the assets or undertaking of the Supplier and is not discharged within thirty (30) calendar days of such appointment;
- (c) the Supplier makes an assignment for the benefit of, or a composition with, its creditors, or another arrangement or similar import; or
- (d) the Supplier shall go into liquidation otherwise than for the purposes of bona fide amalgamation, reconstruction or other re-organisation and in such manner as the company resulting there from effectively agrees to be bound by or to assume the obligations imposed on the Supplier and is capable of fulfilling those obligations provided the prior written consent of TfL has been obtained.

47.6 Termination for Change of Control

- (a) TfL may terminate the Agreement and/or any Call Offs upon thirty (30) calendar days' notice if there is a change of Control of the Supplier which TfL reasonably considers to be prejudicial to the provision of the Services and/or to the interests of any member of the TfL Group.
- (b) The Supplier shall give notice to TfL of any change of Control of the Supplier as soon as it becomes aware of such change of Control. The Supplier shall promptly provide, at TfL's request and at the Supplier's own cost, all such information as TfL shall reasonably require to consider the capability and fitness (including, without limitation, the financial, technical and organizational capability and reputation of the relevant entity which may take Control over the Supplier).

47.7 Termination by the Supplier

The Supplier may terminate this Agreement and/or any Call Off upon thirty (30) Business Days notice in the event that:

- (a) any Charges properly due and invoiced under this Agreement by the Supplier and not disputed by TfL under Clause 16.1 or otherwise under this Agreement have not been paid for a period of thirty (30) Business Days from the due date for such payment specified in the relevant invoice;
- (b) the Supplier has notified TfL that such amount is outstanding and that it intends to exercise its rights of termination under this Clause for such non-payment unless payment is received within a further thirty (30) Business Days from the date on which TfL receives such notice and such payment is not received by the end of such period; and
- (c) no payment is received by the Supplier after the expiry of both periods provided in Clause 47.6 (a) and (b) and the Supplier issues a notice to terminate the Agreement under this Clause 47.6.

48. Consequences of Termination

48.1 Accrued Rights Not Affected

Any expiry or termination (howsoever caused) of this Agreement and/or any Call Off shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination or expiry including, without limitation, those provisions in Clauses 3, 6, 12, 20, 21, 22, 25, 26, 28, 29, 30, 31, 35, 36, 37, 38, 39, 40, 41, 42, 43, 45, 46, 48, 49, 52, 59 and 61.

48.2 Termination by TfL

Upon termination of this Agreement by TfL as contemplated in Clause 47 (other than for convenience pursuant to Clause 47.2), the Supplier shall repay to TfL any sums paid to the Supplier for Services which have not been properly supplied or provided in accordance with this Agreement and shall indemnify TfL and the TfL Group against all costs (including but not limited to fees paid to third parties, capital expenditure or other investment in alternative facilities or sources of supply, together with the costs incurred as a result of the disruption following termination and the transfer of the Services to alternative facilities) reasonably incurred in establishing an alternative source of supply of services corresponding to the Services with effect from the date of termination in all material respects on no worse terms as to quality of supply of such services than those specified in this Agreement, provided that TfL shall be under a duty to use reasonable endeavours to minimise such costs.

48.3 Termination Generally

Upon expiry or termination (howsoever caused) of this Agreement, the Supplier shall provide the termination assistance as set out in this Clause and as further detailed in the Exit Plan ("**Termination Assistance**"). Such Termination Assistance shall, except where expressly stated to the contrary, be without further cost to TfL. Upon termination or expiry, the Supplier shall:

- (a) forthwith deliver up to TfL all copies of any information and data supplied to the Supplier by a TfL Group Member for the purposes of this Agreement (including, without limitation, TfL Confidential Information and Personal Data pursuant to the Data Protection Legislation where a TfL Group Member is data controller in respect of that Personal Data) and shall certify to TfL that no copies of such information or data have been retained;
- (b) within ten (10) Business Days of any written request by TfL, execute in respect of any contract that has been novated to the Supplier pursuant to Clause 20 and which is still in force at the date this Agreement is terminated deeds of novation in the same or substantially the same form as set out in Schedule 13 by which the Supplier shall transfer the rights and obligations to any TfL Group Member or to such other third party as TfL may require;
- (c) within ten (10) Business Days of any written request by TfL, permit TfL or such other person as TfL may direct to purchase such assets, software and other

materials used in the performance of the Services by the Supplier at book value where such assets, software and other materials have been used solely and exclusively for TfL, and are not subject to agreement of third parties or subject to licence or other payments to third parties;

- (d) in accordance with the timetable specified in the Exit Plan, deliver a copy of the Register, copies of all operating manuals relating to the provision of the Services and a copy of the Business Continuity Plan;
- (e) in accordance with a timetable specified in the Exit Plan or if no timetable specified then as specified by TfL, make available the Contract Manager as a single point of contact whose function shall be:
 - (i) to participate in the planning and resourcing of relocating the Services;
 - (ii) to manage the Supplier's involvement in that process and commit their resources to it, and to manage the timescales concerned; and
 - (iii) to organise the Supplier's internal management and control for the processes described below;
- (f) at no cost to TfL provide all such assistance as that TfL Group Member may reasonably request in the exercise to relocate the Services so as not to adversely interfere with the TfL Group Members' use and enjoyment of the Services or any parts thereof, so as to prevent the TfL Group Members' business being unduly disrupted or hindered;
- (g) supply to TfL all necessary documentation, materials, data and information specific to the Services on appropriate magnetic or other media (as may reasonably be specified by TfL) needed to re-establish a service equivalent to the Services terminated; and
- (h) comply with all Laws and indemnify the TfL Group Members in respect of all Losses arising as a result of failure to comply with the provisions of this sub-Clause.

48.4 Equitable Remedies

The Supplier acknowledges that, in the event it breaches (or attempts or threatens to breach) its obligation to provide Termination Assistance as provided in this Clause 48, the TfL Group Members shall be irreparably harmed. In such a circumstance, the TfL may proceed directly to court. If a court of competent jurisdiction should find that the Supplier has breached (or attempted or threatened to breach) any such obligations, the Supplier agrees that, without any additional findings of irreparable injury, bond, or other conditions to injunctive relief, it shall not oppose the entry of an appropriate order compelling performance by the Supplier and restraining it from any further breaches (or attempted or threatened breaches).

49. Exit Plan

49.1 Exit Plan

Supplier shall deliver an Exit Plan to the TfL Contract Manager within one (1) month of the Effective Date.

49.2 Agreement

Within thirty calendar days of such receipt or such longer time period as TfL may require, the Parties shall meet and use their respective reasonable endeavours to agree the contents of the Exit Plan which shall include, without limitation, details of the Termination Assistance that the Supplier agrees to perform for the TfL Group Members.

49.3 Update before Exit Period

Notwithstanding the annual review process in 49.1, the Supplier shall provide TfL with an update Exit Plan before the end of the 10th month following the Effective Date, such that both parties can review ahead of potentially moving into the Exit Period.

49.4 Continuous Review

From the date on which the Exit Plan is agreed between the Parties and throughout the remainder of the Term, the Supplier shall keep the Exit Plan under continuous review in accordance with Industry Best Practice. As part of such continuous review, the Supplier shall recommend changes to the Business Continuity Plan to TfL and discuss such changes at each Contract Review Meeting, such recommendations to be submitted to TfL not less than once per calendar year of the Term and, additionally, in the event of any material change in the performance of the Services or any other matter which a Supplier acting in accordance with Industry Best Practice would consider would impact on the Exit Plan.

49.5 Contract Variation

Any changes to the Exit Plan are to be agreed by the Parties in accordance with the Contract Variation Procedure.

49.6 Evidence

The Supplier agrees that at any time throughout the Term, upon reasonable prior notice of not less than forty eight (48) hours, TfL may require the Supplier to produce such evidence to itself, its agents and/or authorised representatives as it considers necessary to ensure that the Supplier would be able to comply with its obligations under the Exit Plan and ensure a smooth transition of the Services to TfL or such other replacement supplier as TfL may specify.

50. Not Used

51. Step-in Rights

51.1 General

Without prejudice to any other right or remedy of TfL under this Agreement, in the event that any of the following circumstances occur TfL hereby reserves the right to

notify the Supplier to take such steps with immediate effect as it considers necessary or expedient in the circumstances to mitigate or preclude such event:

- (a) TfL considers that a breach or failure by the Supplier of an obligation under this Agreement may create an immediate and serious threat to the business and operational effectiveness of the TfL Group or any part or member thereof;
- (b) the Supplier's act or omission or any Force Majeure Event:
 - (i) creates a material interruption or delay in the provision of the Services or any other service to or operated by the TfL Group or any part thereof including, without limitation the Transport Network; or
 - (ii) is prejudicial to the TfL Group's ability to provide its services or functions (including without limitation, the Transport Network) to a material degree;
- (c) any circumstances entitling the TfL to terminate all or any part of the Agreement;
- (d) TfL is required to discharge a statutory duty or in order to satisfy the requirements of any regulating authority;
- (e) TfL considers the circumstances to be an emergency; or
- (f) a Benchmarking exercise reveals unsatisfactory performance in comparison to Comparable Services and the Supplier has failed to rectify such performance within a reasonable period of time after any such Benchmarking exercise.

51.2 Steps

In the event that the Supplier fails to take such steps as TfL may require, pursuant to Clause 51, TfL hereby reserves the right to take such steps itself or engage others including, without limitation, another TfL Group Member to take such steps.

51.3 Effects of Step-in

- (a) Unless and until TfL exercises its step-in rights pursuant to Clause 51.2, TfL shall reimburse the Supplier for any costs reasonably incurred by it in taking such steps or engaging others to take such steps.
- (b) In the event that TfL exercises its step-in rights pursuant to Clause 51.2, the Supplier shall reimburse TfL for any costs reasonably incurred by it in taking the steps or engaging others to take the steps referred to in Clause 51.2 (including any relevant administrative expenses of TfL, with an appropriate sum in respect of general staff costs and overheads).
- (c) The Supplier shall assist and co-operate with TfL in circumstances where TfL exercises any of its rights under this Clause 51, including, without limitation, carrying out any steps requested by TfL equivalent to those agreed between the Parties as part of Termination Assistance, as applicable to the circumstances concerned.

52. Dispute Resolution

52.1 Good Faith Negotiation and appointment of Neutral Adviser

The Parties shall negotiate in good faith and use reasonable endeavours to settle any dispute or difference that may arise out of or relate to this Agreement, or any breach thereof. If any such dispute is not settled through discussion and Resolution reached by the Parties at or by the next Contract Review Meeting, the dispute or difference may be referred by either Party within fourteen (14) Business Days to the senior representatives nominated by the Director of Group Procurement at TfL and the Business Unit Director of the Supplier who shall meet within fourteen (14) Business Days to try and resolve the dispute or difference. If the dispute or difference is not resolved at such meeting either Party shall (at such meeting or within fourteen (14) Business Days of its conclusion) propose to the other in writing that structured negotiations be entered into with the assistance of a Neutral Adviser before resorting to litigation. Each of the Parties shall bear its own costs in relation to such structured negotiations.

52.2 Role of CEDR

If the Parties are unable to agree on a Neutral Adviser or if the Neutral Adviser agreed upon is unable or unwilling to act, either Party shall within twenty one (21) Business Days from the date of the proposal to appoint a Neutral Adviser or within twenty one (21) Business Days of notice to either Party that he or she is unable or unwilling to act, apply to the Centre for Dispute Resolution ("**CEDR**") in London to appoint a Neutral Adviser.

52.3 Negotiation Structure

Subject to Clause 52.2, the Parties shall within fourteen (14) Business Days of the appointment of the Neutral Adviser meet with him/her in order to agree a programme for the exchange of any relevant information and the structure to be adopted for the negotiation to be held in London in accordance with CEDR rules (provided that it is agreed by the Parties and the agreement of the Neutral Adviser is so procured that the Neutral Adviser may not give any evidence in Court of the details of such negotiations).

52.4 Subject to duty of confidence

Subject to Clause 52.2, all negotiations connected with the dispute or difference shall be conducted in complete confidence and subject to Clause 38, the Parties undertake not to divulge details of such negotiations except to their professional advisers who shall also be subject to such confidentiality and shall be without prejudice to the rights of the Parties in any future proceedings.

52.5 Reduction to Writing

If the Parties accept the Neutral Adviser's recommendations or otherwise reach agreement on the Resolution of the dispute, such agreement shall be reduced to

writing and, once it is signed by their duly authorised representatives, shall be final and binding on the Parties.

52.6 Non-binding Opinion

Failing agreement, either of the Parties may invite the Neutral Adviser to provide a non-binding opinion in writing as to the merits of the dispute or difference and the rights and obligations of the Parties. Such opinion shall be provided on a without prejudice basis and subject to Clause 38, shall be private and confidential and shall not be used in evidence in any proceedings without the prior written consent of the Parties.

52.7 Without Prejudice

If the Parties fail to reach agreement in the structured negotiations within thirty (30) Business Days of the Neutral Adviser being appointed, or in the event that the Neutral Adviser fails to provide an opinion under Clause 52.6, such a failure shall be without prejudice to the right of either Party thereafter to refer any dispute or difference to litigation.

52.8 Freedom to Commence Legal Proceedings

Nothing contained in this Clause 52 shall restrict either Party's freedom to commence legal proceedings to preserve any legal right or remedy or protect any Confidentiality or Intellectual Property Right.

53. Assignment

53.1 Rights of TfL

TfL shall be entitled to novate, assign or otherwise transfer its rights, benefits and obligations under this Agreement without cost or penalty of any kind provided that TfL gives the Supplier not less than 90 days' prior notice of such novation, assignment or transfer. Subject to clause 53.2, the Supplier undertakes to execute any document in the form set out in Schedule 13 if required by TfL for this purpose in such event.

53.2 In the case of a proposed novation outside the TfL Group, the novation deed shall provide that the Supplier shall be entitled to terminate the Agreement and any Call Offs with immediate effect (in the case of clause 53.2(a)) or by notice (in the case of clause 53.2(b)) without further liability (but without prejudice to either party's (i) other rights and remedies and (ii) rights accrued as at the date of termination) if:

(a) any of the circumstances or events described in Clause 47.4 (Termination for Insolvency) occurs in relation to the transferee; or

(b) the transferee commits a material default of its obligations under the Agreement which is not capable of remedy or, if it is capable of remedy, such default is not remedied within thirty (30) calendar days after notice of the default from the

Supplier to the transferee requiring its remedy.

53.3 The Supplier's Rights to Assign

The Supplier may not novate, assign or otherwise transfer any of its obligations or rights under this Agreement save as may be agreed in advance in writing by TfL.

53.4 The Supplier's Rights to Subcontract

Save as otherwise expressly agreed by TfL in writing, the Supplier may not subcontract any of its obligations to any third party other than the Authorised Sub-Contractors (if any). The Supplier may, with TfL's prior written approval appoint additional sub-contractors who shall then become Authorised Sub-contractors for the purposes of this Agreement.

53.5 Supplier's Responsibility

The Supplier shall remain responsible for all acts and omissions of any Authorised Sub-Contractor, as if such acts or omissions had been undertaken by the Supplier. The Supplier shall be TfL's sole point of contact regarding the Services and shall keep the TfL Group Members indemnified against any Losses that the TfL Group Members may incur in respect of any such subcontractor.

54. Entire Agreement

54.1 Entire Agreement

This Agreement contains the entire agreement between the Parties relating to the matters contemplated by this Agreement and supersedes all previous agreements, representations (oral or written) other than the Representations, and all other prior communications between the Parties relating to these matters. This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of TfL and the Supplier in accordance with the Contract Variation Procedure.

54.2 Misunderstanding

Subject to Clause 54.3 and without prejudice to the Supplier's obligations under this Agreement, the Supplier shall be responsible for and shall make no claim against TfL in respect of any misunderstanding affecting the basis of the Supplier's Tender in respect of the Agreement.

54.3 Fraudulent Misrepresentation

Nothing in this Agreement shall exclude any liability for fraudulent misrepresentation. Each of the Parties hereby irrevocably and unconditionally waives any right it may have to claim damages and/or rescind this Agreement by reason of any misrepresentation not contained in this Agreement unless such misrepresentation was made fraudulently.

55. Notices

55.1 Notices

All notices which are required to be given under this Agreement shall be in writing and shall be sent to the address of the recipient set out below or, such other address as the recipient may designate by notice given in accordance with this Clause. Any such notice may be delivered personally, by first class pre-paid letter or facsimile transmission and shall be deemed to have been received:

- (a) by hand delivery - at the time of delivery;
- (b) by first class post - 48 hours after the date of posting; or
- (c) by facsimile - immediately upon transmission provided a confirmatory copy is sent by first class pre-paid post or by hand by the end of the next business day.

55.2 For TfL:

For the attention of Head of Commercial ICT, Transport
for London

3rd Floor

Room 391/392

Petty France

55 Broadway London

SW1H 0BD

Telephone: [REDACTED] Facsimile: N/A

For the Supplier:

Business Unit Director – Public Sector

Fujitsu Services Limited

22 Baker Street

London W1U 3BW

Telephone: [REDACTED] Facsimile: [REDACTED]

55.3 Postal Strike

In the event of any postal or other strike or industrial action affecting postal communications in the United Kingdom, notices shall be delivered solely by facsimile or in person. Notice shall not be validly served if sent by e-mail.

56. Waiver

No failure to exercise and no delay in exercising on the part of either Party any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude the enforcement of any other right, power or privilege nor shall the waiver of any breach of any provision herein be taken or held to be a waiver of the provision itself. Any waiver to be effective must be

in writing and specify the rights waived.

57. Severability

If any provision of the Agreement becomes or is declared illegal, invalid or unenforceable, in whole or in part, for any reason whatsoever by any competent tribunal or authority, such provision or part thereof shall be divisible from the Agreement and shall be deemed to be deleted from the Agreement in so far as the continued operation of the Agreement is concerned provided always that if such deletion substantially affects or alters the commercial basis of the Agreement, the Parties shall negotiate in good faith to amend and modify the provisions and terms of the Agreement as may be necessary or desirable in the circumstances.

58. Costs

Except as otherwise expressly provided for in this Agreement each Party shall bear its own costs in relation to the negotiation and preparation of this Agreement.

59. Publicity

59.1 Announcements

The Supplier shall not advertise, publicly announce (except to the extent required by Law or any regulatory authority) or refer in any promotional materials that it is undertaking work for any TfL Group Member without the prior written consent of TfL. If the Supplier seeks the written consent of TfL pursuant to this Clause, it shall first submit to TfL the text of any statement, release or response for approval. TfL may require the Supplier to amend such statement, release or response and the Supplier undertakes to comply with any such request prior to issuing such statement, release or response.

59.2 Incidents

In relation to all insurances referred to in Clause 46 the Supplier agrees that TfL shall have the right to control and supervise all dealings with the press and any other media in relation to any incident, event, claim or action.

60. Contra Preferentem

No rule of construction shall apply in the interpretation of this Agreement to the disadvantage of one Party on the basis that such Party put forward as drafted this Agreement or any provision of this Agreement.

61. Corrupt Gifts and Payment of Commission

61.1 Corrupt Gifts

The Supplier shall not:

- (a) offer or give or agree to give any servant or agent of any TfL Group Member any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or performance of this Agreement or any other contract for a TfL Group Member or for showing or forbearing to show favour or disfavour to any person in relation to this Agreement or any other contract for a TfL Group Member; or
- (b) enter into this Agreement, or any other contract with a TfL Group Member in connection with which commission has been paid or agreed to be paid or rebates granted or agreed to be granted by it or on its behalf or to its knowledge to any person employed by or in the service of a TfL Group Member unless before this Agreement is made, particulars of any agreement for the payment thereof have been disclosed in writing to TfL Contract Manager.

61.2 Breach

Any breach of this Clause 61 by the Supplier or by anyone employed by or acting on the Supplier's behalf (whether with or without the knowledge of the Supplier) or the commission of any offence by the Supplier or by anyone employed by it or acting on its behalf under the Prevention of Corruption Acts, 1886 to 1916 in relation to this Agreement or any other contract for a TfL Group Member, shall entitle TfL to immediately terminate this Agreement and recover from the Supplier the amount of any Loss resulting from such termination.

62. Language

All documentation or information required or produced in the course of or in connection with the Supplier's performance shall be in English.

63. No Partnership

Nothing in this Agreement shall be construed as giving rise to any partnership between the Parties or to authorise either Party to act as agent for the other Party (save as may be expressly provided in this Agreement).

64. Further Assurance

Each Party shall do and execute, or arrange for the doing and execution of each necessary act, document and thing within its power and at its cost to implement the provisions of this Agreement.

65. Third Party Rights

Except as specified in Clause 52.9, nothing in this Agreement shall confer or purport to confer on any third party other than TfL Group Members any benefit or the right to enforce any term or warranty of this Agreement.

TfL shall be entitled to claim against the Supplier for any Default including, without limitation, any Losses suffered by any of the TfL Group Members.

66. Governing Law

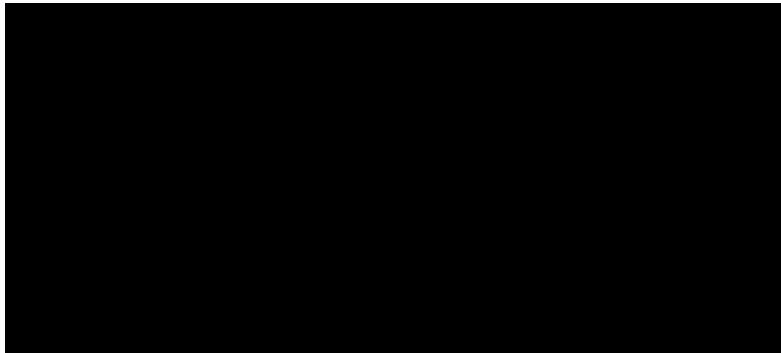
This Agreement shall be construed in accordance with and governed by the laws of England and each Party agrees to submit to the exclusive jurisdiction of the English courts provided that TfL has the right in its absolute discretion to enforce a judgment and/or to take proceedings in any other jurisdiction in which the Supplier is incorporated or in which any assets of the Supplier may be situated.

67. Counterparts

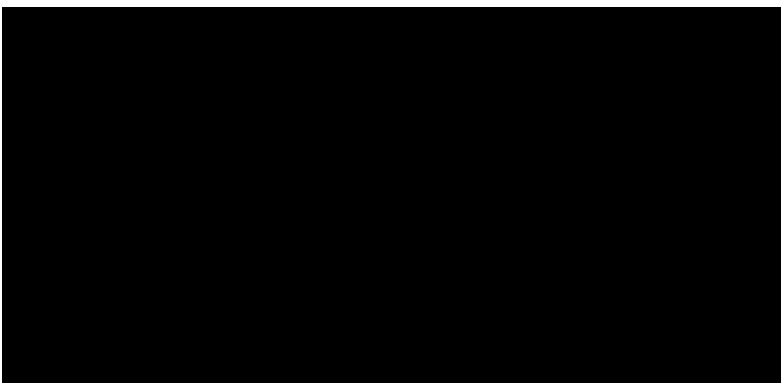
This Agreement may be executed in any number of counterparts, each of which, when executed and delivered is an original and all such counterparts together shall constitute one and the same instrument.

IN WITNESS whereof the hands of the Parties or their duly authorised attorneys or representatives the day and year first above written.

SIGNED by Transport for London

A large black rectangular redaction box covering the signature area for Transport for London.

SIGNED by Fujitsu Services Limited

A large black rectangular redaction box covering the signature area for Fujitsu Services Limited.

Schedule 1

Parent Company Guarantee

FUJITSU SERVICES

22 Baker Street, London W1U 3BW United Kingdom

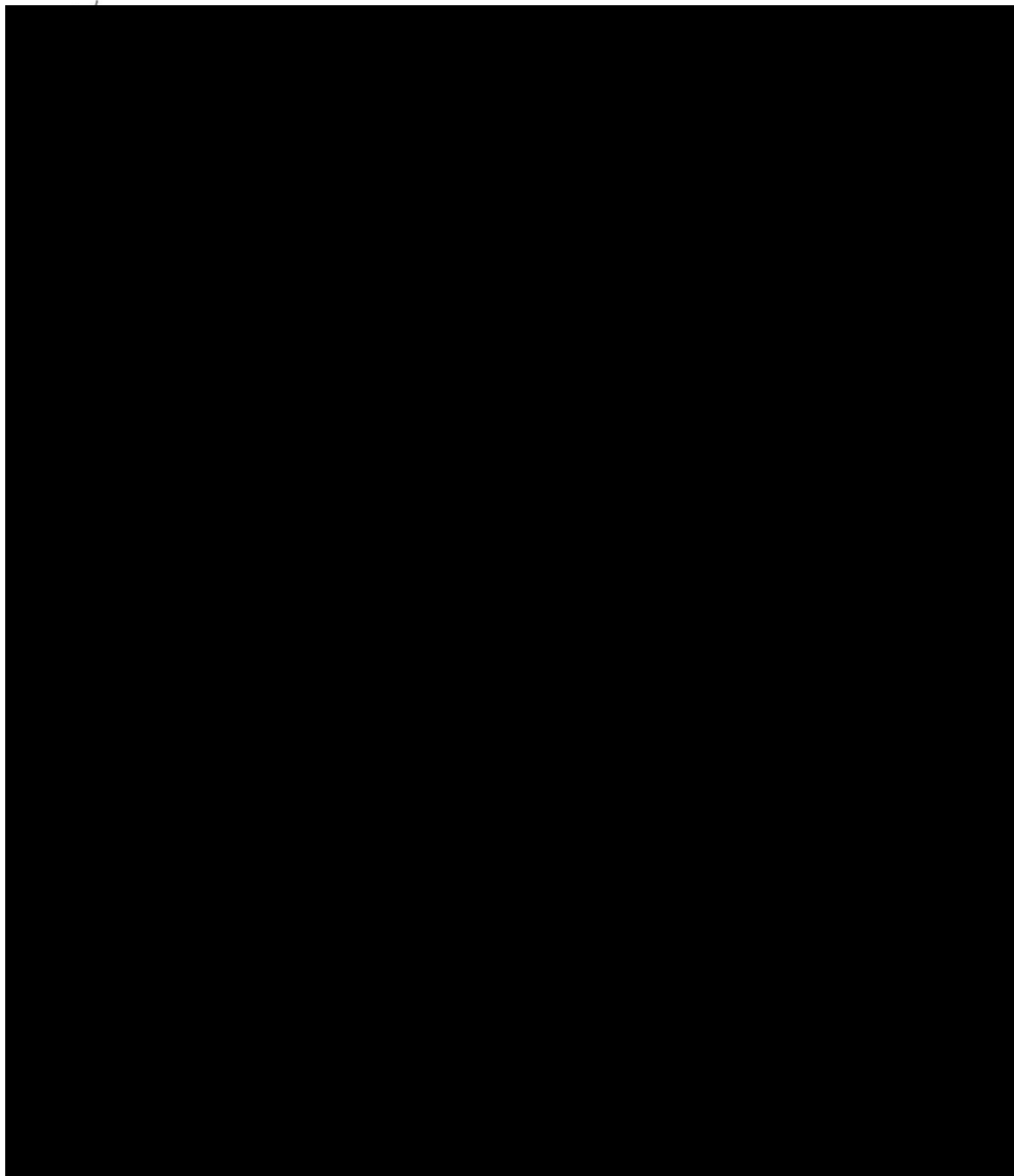
Tel: +44 (0)870 234 5555 Fax: +44 (0) 20 7486 3834

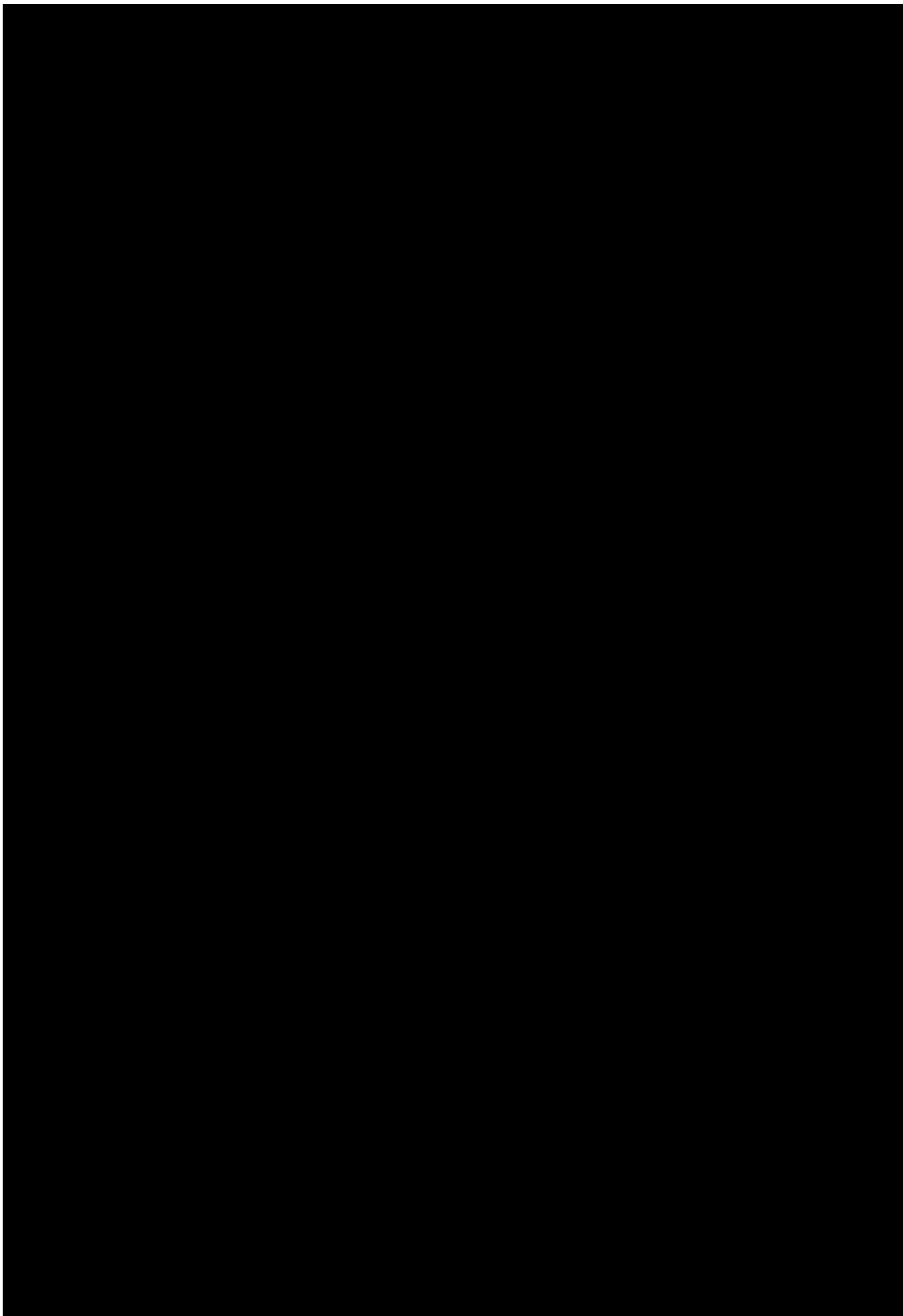
Transport for London

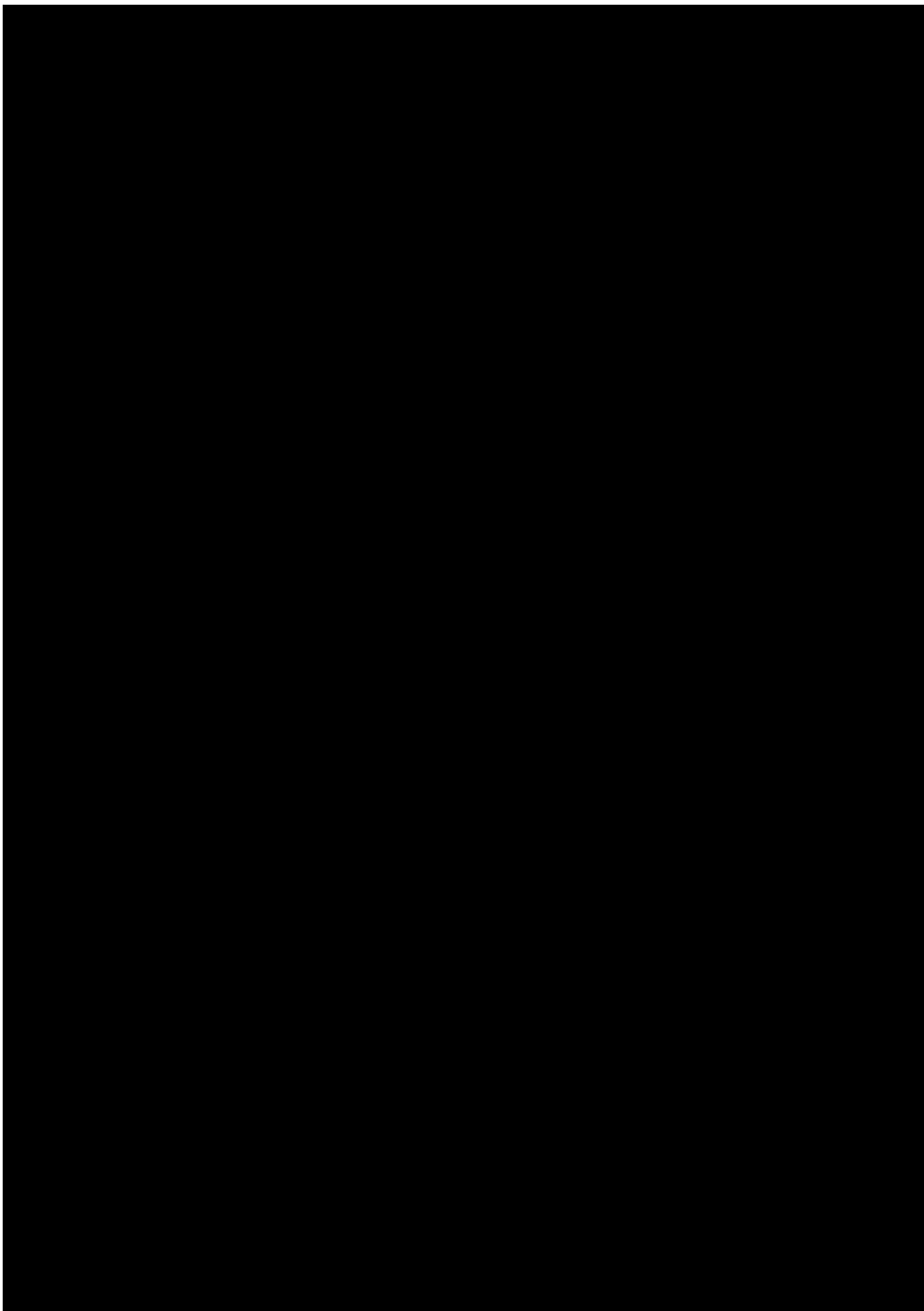
Windsor House

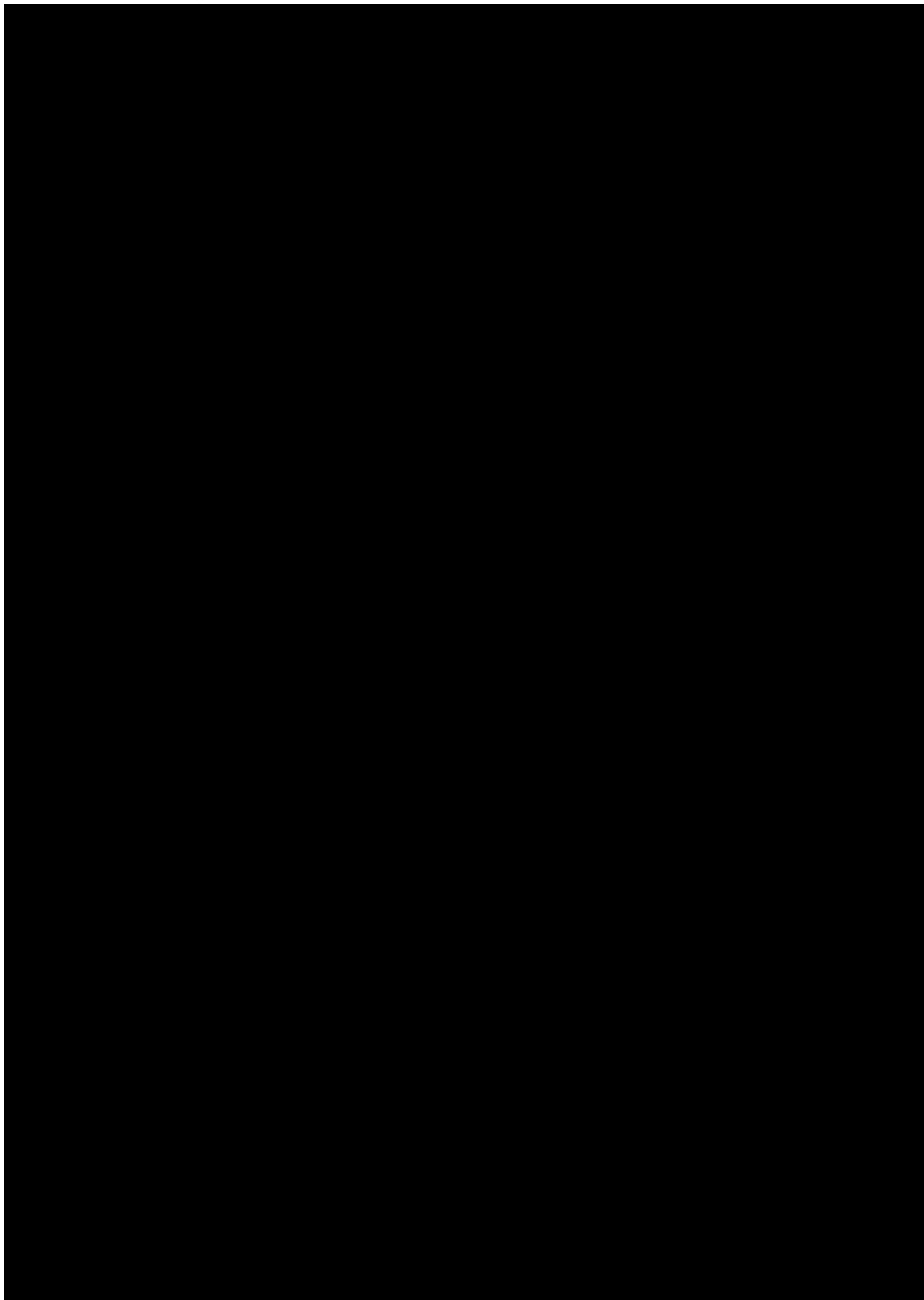
42-50 Victoria Street

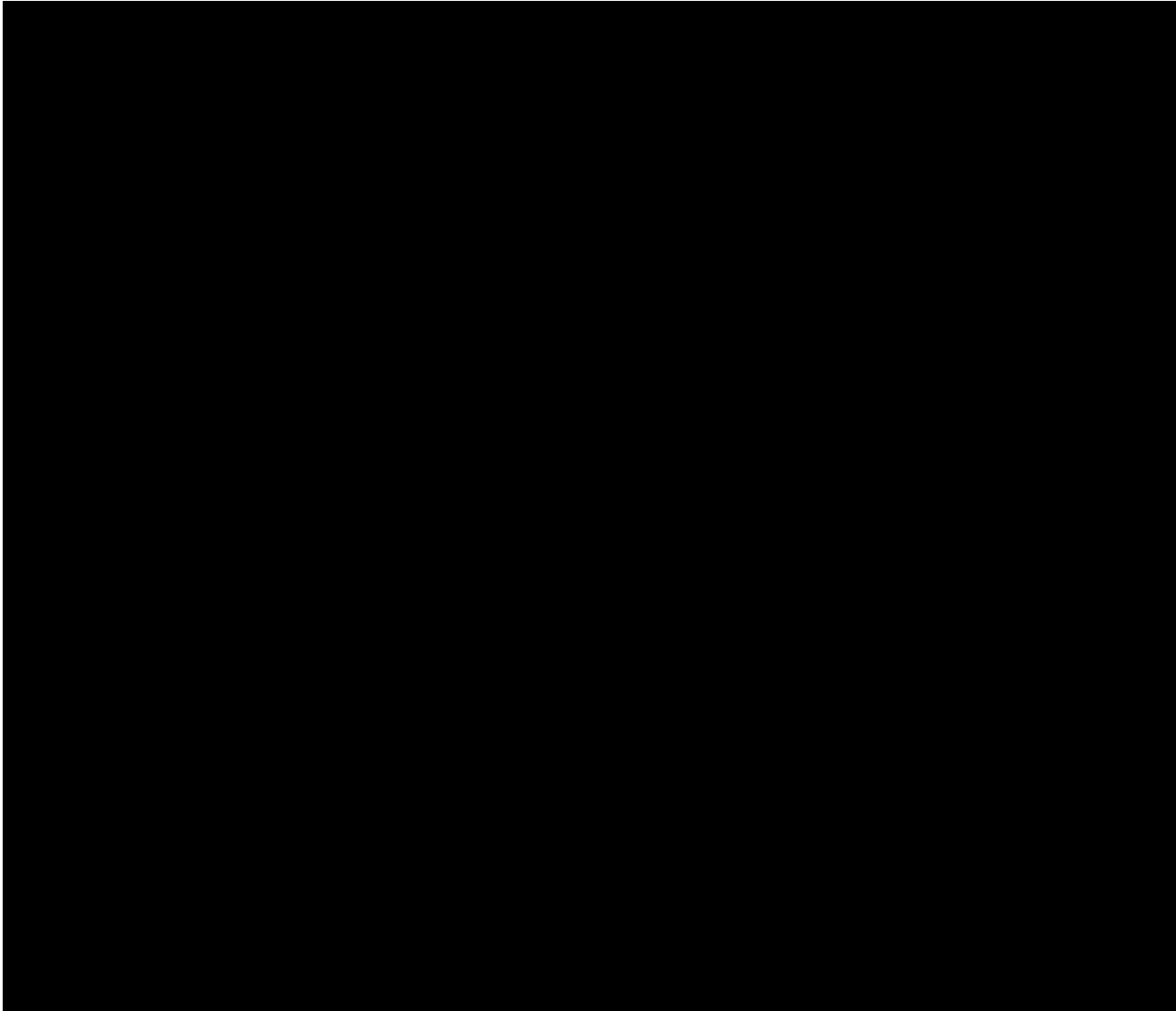
London SW1H 0TI











Schedule 2

Definitions and Glossary

“Acceptance Certificate”	means a certificate issued by TfL to the Supplier confirming that TfL accepts the relevant Deliverables as having met their relevant Acceptance Criteria;
“Acceptance Criteria”	means the criteria for acceptance of any Deliverables;
“Acceptance Test Specification”	means that specification or acceptance tests for any Deliverable;
“Aggrieved Party”	has the meaning set out in Clause 45.6;
“Agreed Margin”	means that agreed margin on procurement as set out in Schedule 14;
“Agreement”	means this agreement, comprising the Terms and Conditions, the Schedules, the Representations, the Business Continuity Plan and the Exit Plan;
“Audio Visual Service”¹⁰	means the Services relating to audio visual technology at the Palestra building described in paragraph 4.15 of Schedule 4;
“Authorised Sub-Contractor(s)”	means the company or companies listed in Schedule 11;
“Availability”	means the ability of an element of the Services to perform its required function or over a stated period of time. Specific measurement periods shall be defined in the Service Levels;
“Availability Plan”	means the plan that is compiled and refined within the Availability management process setting out that Network Availability currently necessary and

	in the future, to meet the business requirements of the TfL Group Members;
“Availability Planning Meeting”	means that meeting to discuss Availability issues as detailed in Schedule 10;
“Back Out Plan”	means a plan of actions to restore a service to a known working state should the rollout of a Release fail either partially or totally;
“Bandwidth”	means the rate that data can be transferred through a specified Network connection, measured in bits per second (bps);
“Base Service Charges”	has that meaning as provided in Schedule 14;
“Benchmark”	has that meaning as set out in Clause 17;
“Benchmarking”	has that meaning as set out in Clause 17;
“Best Value Duty”	means: <ul style="list-style-type: none"> (a) the duty imposed by Part 1 of the Local Government Act 1999 under which TfL is subject to a statutory duty to continuously improve the way its functions are exercised, having regard to a combination of economy, efficiency and effectiveness taking into account consultation and involvement of existing users, the Supplier and the recommendation of external auditors; and (b) guidance issued from time to time by Government;
“ISO27001 :2005”	means the international standard for Information Security Management, as updated from time to time. This standard provides a comprehensive set of controls comprising best practices in information security
“Business Continuity Plan”	means that plan, if any, for the business continuity and disaster recovery arrangements for the

	Services as agreed pursuant to Clause 42 and Schedule 19;
“Business Day”	means any day excluding Saturdays, Sundays or any English public holidays in England and Wales;
“Business Function”	means a business unit within TfL, e.g. a department, division, branch;
“Cabling Control Document”	means the repository for all documentation relating to cabling;
“Cabling Faults” and “Cabling Fault”	means faulty and/or damaged structured cabling, including components (for example UTP and single and Multimode Fibre Cabling, face plates, UTP outlets and patch panels) resulting in degraded or complete loss of connectivity to the Network.
“Call”	means a telephony contact logged at the Secondary Service Desk and made by the Primary Service Desk, which the Supplier shall manage in accordance with the Service Levels;
“Call Handling Service”	means the call centre handling service for the call centre located on the 4 th Floor at the Palestra building, as described in paragraph 4.16 of Schedule 4;
“Call Off Charges”	has that meaning as provided in Schedule 14;
“Call Offs”	have that meaning as set out in Clause 14;
“Call Off Services”	means any services required by TfL as set out in the relevant Call Off form which upon its agreement by both Parties shall form part of the Services;
“Capacity”	means the measure of the volume capability of a hardware device, communications link, system, process or other IT resource;
<u>“Capacity Planning Meeting”</u>	means that meeting to discuss Capacity issues

as detailed in Schedule 10;

“Category”	means a classification of a group of Configuration Items, Technical Change documents or Problems;
“CCTS”	means the Contact Centre and Technical Support unit;
“CCTV Service”	means the services relating to CCTV to be supplied by the Supplier, as described in paragraph 4.15 of Schedule 4;
“Change Advisory Board (CAB)”	means those personnel to be made up of representatives of both Parties as nominated and agreed from time to time who shall provide expert advice on Technical Changes;
“Charges”	means the charges to be paid by TfL for the Services as specified in Schedule 14 or as otherwise amended in accordance with the Contract Variation Procedure together with any Charges due from TfL to the Supplier under any Call Off;
“Circuit”	means a connection between two Network devices which carries data between the two Network devices;
“Classification”	means the process of formally identifying Incidents, Problems and Known Errors by origin, symptoms and cause;
“Closed Incident/Incident Closure”	means an Incident record that has been closed by the Supplier with the agreement of TfL;

“Closure”	means when the Primary Service Desk is satisfied that an Incident has been resolved;
“CMDB”	means the Supplier's Configuration Management Database or the Primary Service Desk Configuration Management Database (as the context so requires);
“Code”	means the Code of Practice on Workforce Matters in Local Authority Service Contracts contained in Annex C of Circular 07/2003 issued by the Office of the Deputy Prime Minister on 30 September 2003 as amended, replaced or superseded from time to time;
“Common Best Security Policy”	means in relation to all those security requirements set out in the Security Policy, common best practice has that meaning as provided in ISO27001:2005;
“Comparable Services”	has the meaning set out in Clause 17.2(b)(i);
“Compass”	means Compass Management Consulting Ltd., Compass House, 60 Priestley Road, Guildford, Surrey GU2 7YU;
“Configuration”	means the configuration of a product or system established at a specific point in time, which captures both the structure and details of the product or system, and enables that product or system to be rebuilt at a later date;
“Configuration Item (CI)”	means a component of an infrastructure – or an item, such as a Request for Change, associated with an infrastructure – which is (or is to be) under the control of Configuration Management. CIs may vary widely in complexity, size and type – from an entire system (including all hardware, software and documentation) to a single module or a minor hardware component;
“Configuration Management”	means the process of identifying and defining the Configuration Items in a system, recording and reporting the status of Configuration Items and Requests for Change, and verifying the

	completeness and correctness of configuration items;
“Configuration Management Database”	means a database which contains all relevant details of each CI and details of the important relationships between CIs;
“Configuration Management Plan”	means a document setting out the organisation and procedures for the Configuration Management of a specific product, project, system, support group or service;
“Configuration Management Tool (CM Tool)”	means a software product providing automatic support for any Technical Change, Configuration or version control;
“Connect PFI”	means that private finance initiative project to provide an integrated radio system to London Underground Limited headed by the Citylink Consortium and which shall provide an infrastructure to all those sites of London Underground Limited to provide support for CCTV, Voice and Data Services;
“Consents”	means all those necessary permissions, authorisations, consents, approvals, wayleaves, licences, certificates and/or permits necessary to provide the Services;
“Contact”	means a communication with Incidents reported to the Secondary Service Desk, which may be via Calls, the HDI Link or by email, as detailed in Schedule 4;
“Continuous Service Improvement”	has that meaning as set out in Clause 13;
“Contract Manager”	means the individual(s) designated as such in Schedule 10 or as notified in writing by the Parties to each other;
“Contract Review Meeting”	means those Quarterly meetings to take place between the Contract Managers and any other

representatives of the Parties as set out in Schedule 10;

“Contract Variation”

means a variation to the Agreement as agreed to by the Parties in accordance with either the procedures set out in Schedule 9 (General Contract Variation Procedure) or Schedule 23 (Procedure in Relation to Voice Services as applicable);

“Contract Variation Procedure”

means the contract variation procedure as provided in Clause 8 and Schedule 9;

“Contract Year”

means any one of the consecutive calendar years comprised within the Term of this Agreement and any of the consecutive six (6) calendar years thereafter of which the first calendar year commences on the Effective Date and each subsequent calendar year commences on the anniversary of the Effective Date;

“Control”

has that meaning in relation to a company or partnership as given in Section 840 of the Income and Taxes Act 1988;

“Core Network Services”

means the Services detailed in Schedule 4 at clause 4.1.1.1.2 which, for the avoidance of doubt, exclude any Variable Network Services, Contract Variations or Call Offs;

“Costed Transformation Projects” has that meaning as provided in paragraph 7.1 of Schedule 7;

“Current Suppliers”

means the current suppliers of the services being;

(a) Fujitsu Services Limited, a company registered in England and Wales under number 00096056 and having its registered office at 22 Baker Street, London, W1U 3BW; and

(b) certain TfL Group Members;

“Customer Satisfaction Scorecard”

has that meaning as provided in paragraph 5.5 of Schedule 5;

“CWDM/DWDM”	means coarse wavelength division multiplexing/dense wavelength division multiplexing, both being technologies employed in the transmission of data over fibre-optic media;
“Data Circuit”	means an external Network connection between different sites for the transport of data;
“Data Network”	means Data Network circuits, cabling and equipment infrastructure for the interconnection of TfL’s wide area Network;
“Data Protection Legislation”	means the Data Protection Act 1998 as interpreted in accordance with Directive 95/46/EC and all descending statutory instruments including, without limitation, the Privacy and Electronic Communications (EC Directive) Regulations 2003 as interpreted in accordance with Directive 2002/58/EC and all codes of practice and other guidance on the foregoing issued by the Information Commissioner from time to time;
“DCa”	means the TfL Sentrum Data Centre located at Woking;
“DCa Service”	means the Services relating to the DCa network infrastructure as described in paragraph 4.19 of Schedule 4;
“DCb”	DCb means the data centre located at Unit 2 Power Gate Business Park, London, NW10 6PW, United Kingdom;
“DCb Service”	means the Services relating to the DCb network infrastructure as described in paragraph 4.28 of Schedule 4;
“Default”	means any breach of the obligations set out in this Agreement or any default, act, omission, negligence or statement by the Supplier, its employees, agents or sub-contractors in connection with or in relation to the subject matter of this Agreement and in respect of which the Supplier is liable to TfL;

“Definitive Software Library	means the library in which the updated definitive list of versions of all software CIs, as duly authorised via the appropriate Technical Change management Deployment and/or Release processes, are stored and protected;
“Deliverables”	means any deliverable due under this Agreement and any Call Off;
“Demand Management”	means the process for ensuring that the Services supplied to TfL under this Agreement meet but do not materially exceed TfL’s business requirement as discussed between the Parties at the Service Review Meetings and Contract Review Meetings from time to time;
“Deployment”	means the implementation of Technical Changes;
“Deployment Plan”	means that plan that defines the necessary activities for a particular Deployment;
“Dispute Resolution Procedure”	means that dispute resolution procedure set out in Clause 52;
“Downtime”	means that period of time during which any of the Services are Unavailable at the point of measurement;
“DSL”	means Digital Subscribed Line, a technology for digital data transmission over copper telephone circuits;
“DXI Services”	Not used;
“Effective Date”	means the date set out at the front of this Agreement regardless of the date of signature by the Parties;
“e-Gif”	means the e-Government interoperability framework that defines all those technical policies and specifications governing information flows across the Government and the remainder of the public sector from time to time;

“Emergency”	has that meaning as provided in Schedule 10;
“Emergency Escalation Procedure”	means that emergency escalation procedure in Schedule 10;
“Emergency Incident”	has that meaning as provided in Schedule 15;
“Emergency Repairs”	means Cabling Faults which need resolving at less than two working days’ notice and is determined by TfL to be an emergency repair;
“Employment Regulations”	means the Transfer of Undertakings (Protection of Employment) Regulations 1981;
“Error Control”	means the process involved in progressing Known Errors until they are eliminated by the successful implementation of a Technical Change under the Technical Change management process, as more fully defined in Schedule 4;
“Escalation”	means the process of consultation with higher levels of management within the Supplier and TfL on any disputes or other issues as defined within Schedule 10;
“Escalation Procedure”	means the procedure to be followed in the event of Escalation by either Party, as defined in Schedule 10;
“Evening Rates”	has that meaning as provided in Schedule 14;
“Exit”	has that meaning as provided in Schedule 20;
“Exit Period”	has that meaning as provided in Schedule 20;
“Exit Plan”	means the plan to be agreed by the Parties pursuant to Clause 49;
“Firewall”	means a device that prevents unauthorised users from accessing the Network that is supported under this Agreement as identified in Schedule 6;
“Firewall Configuration Rule Set”	means a security policy that permits authorised access to internal and external Network resources;

“fMR Network Service”	means the Services relating to the fMR network infrastructure as described in paragraph 4.20 of Schedule 4. The fMR Network Service excludes the fMR DSL Service;
“fMR DSL Service”	means the Services relating to the fMR DSL connectivity and associated network routers as described in paragraph 4.21 of Schedule 4;
“FOI Act”	has that meaning as provided in Clause 41.1;
“Force Majeure Event”	means any event that is outside the reasonable control of either party, the affected party having taken all reasonably necessary action to mitigate the effects of such event, and includes but is not limited to riot, war, acts of terrorism, fire, earthquake, storm, flood or other natural catastrophe, strikes, lock-outs, labour disputes (of suppliers other than the Supplier) provided that such event shall be treated as a Force Majeure Event only to the extent that such event has materially affected the ability of the affected party to perform its obligations under this Agreement;
“Foregoing Contract”	means the “LISA1” contract entered into between TfL and Supplier for the Supply of Data Communications and Support dated 09 November 2004;
“Forward Schedule of Technical Changes”	means a document containing details of all the Technical Changes approved by TfL for implementation and their proposed implementation dates;
“Full Service Commencement Date”	has that meaning as provided in paragraph 3.1.4.2 of Schedule 3;
“Gartner”	means Gartner Inc., Tamesis, The Glanty, Egham, Surrey TW20 9AW;
“High Lights and Low Lights”	means an analysis of the main points about the Services that shall be highlighted for TfL by the Supplier;
“HMRI”	means Her Majesty’s Inspectorate of Railways and is the railway specific part of the Health and

	Safety Executive charged with ensuring compliance with the Rail Safety Regulations 1999;
“Home Worker”	means a user who has been provided with the facility to securely access the TfL Network from a non TfL Site;
“Hot Standby”	means standby equipment which is powered and ready for immediate service, and which may be switched into service automatically upon detection of a failure in the regular equipment;
“Incident”	means any event which is not part of the standard operation of the Service and which causes, or may cause, an interruption to, or a reduction in, the quality of the Service;
“Incident Management”	means the management of the Resolution of an incident to minimise the impact of that incident;
“Incident Management Centre (IMC)”	means the Supplier’s facility responsible for monitoring all Incidents and taking appropriate action;
“Index”	means a ratio comprised of the CEL Index and the UK’s Index of Retail Prices published by the Office of National Statistics of the Department of Trade and Industry from time to time, or such index as may replace that index in the respective proportions of 70 per cent and 30 per cent;
“Industry Best Practice”	means the exercise of skill, diligence, prudence and foresight to such extent as would reasonably and ordinarily be expected from a skilled and experienced person seeking to duly comply with ITIL its contractual obligations and seeking to avoid liability arising under any duty of care that might reasonably be contemplated by that person complying with all applicable laws and engaged in the same type of undertaking and under the same or similar circumstances and conditions as that in which the Services arise;
“Infracos”	means the following companies:

- (a) Tube Lines Limited, whose registered office is at 15 Westferry Circus, Canary Wharf, London, E14 4HD;
- (b) Metronet Rail BCV Holdings Limited whose registered office is at Templar House, 81-87 High Holborn, London, WC1V 6NU; and
- (c) Metronet Rail SSL Holdings whose registered office is at Templar House, 81-87 High Holborn, London, WC1V 6NU;

“Intellectual Property Rights”

means patents, trade marks, rights in designs (whether registrable or otherwise), applications for any of the foregoing, copyright (including future copyright), database right, know-how, trade or business names, goodwill associated with the foregoing and other similar rights and obligations whether registrable or not in any country (including but not limited to the United Kingdom);

“Interconnect Network”

means the MAN Switches, WAN transit site equipment, WAN site inventory, the WAN circuits (wired or wireless), firewalls and Internet connections, dial-in ports, mode-centric equipment and the Network management stations. It also includes the DSL circuits and the charge for Network Management services described in Appendix 4. The scope of equipment and circuits is contained in Appendix 6;

“Internet Connectivity”

means the ability to connect to the TfL Internet Service Provider;

“Internet VPN”

means virtual private networking using the Internet as a carrier;

“Invoice”

means a request for payment bearing all the information required by TfL as set out in Schedule 14;

“IPT” or “Internet

Protocol Telephony”	is a technology to allow telephony traffic to run over the Network;
“IPT Equipment”	means the equipment identified in Schedule 24 below;
“IPT Handsets”	means the telephone handsets to be procured by the Supplier, or TFL from time to time, and provided to a User, which the User will use to make and receive calls over the Data Network;
“IPT Service”	means the Service described in paragraph 4.14 of Schedule 4;
“ISO 9001”	means the internationally accepted set of standards concerning quality management systems;
“ITIL”	means the Office of Government Commerce’s information technology structure library containing best practice approaches for use of information systems;
“ITN”	means TfL’s Invitation to Negotiate dated 12 August 2016 issued to the Supplier, who qualified for the procurement under the Railway Industry Supplier Qualification System (RISQS), a qualification system for the purpose of regulation 77 of the Utilities Contracts Regulations 2016 ;
“Key Personnel”	means those personnel of the Supplier who are central to the business relationship between TfL and the Supplier, and who are listed in Schedule 10;
“Known Error”	means an Incident or Problem for which the root cause is known by the Supplier and for which a temporary Work-around or a permanent alternative has been identified and such Incident or Problem remains a Known Error unless it is permanently Resolved;
“Known Error Database”	means a tool used to collect and make available details of Known Errors;

“LAN”	means a local area network;
“Latency”	means the time lag between the beginning of a request for data and the moment it begins to be received;
“Law”	means: <ul style="list-style-type: none"> (a) any statute, regulation, by law, ordinance or subordinate legislation in force from time to time to which a Party is subject; (b) the English common law as applicable to the Parties from time to time; (c) any binding court order, judgement or decree given in respect of a Party; (d) any applicable industry code, policy or standard enforceable by law; and (e) any applicable direction, policy, rule or order that is binding on a Party and that is made or given by any regulatory body having jurisdiction over a Party or any of that Party’s assets, resources or business;
“Leased Private Circuit”	means a Data Circuit leased from a circuit provider;
“Liability Cap”	has that meaning as provided in Clause 45.3;
“Logically Disable”	means to render securely inoperable through the use of Configuration parameters rather than physical intervention;
“Losses”	means all losses, damages, liabilities, costs and expenses (including, without limitation, any legal costs and expenses);
“Major Incident Reports”	means reports produced by the Supplier following a Severity 1 or 2 Incident and detailing the cause of that Incident and the steps taken to restore the

	Services along with recommendations for Resolving to a permanent fix;
“Maintainability”	means the ease with which a Configuration Item can be maintained, to ensure Normal Service Operation;
“MAN”	means Metropolitan Area Network. An industry term that loosely describes a network built within a confined area. It lies between a Local Area Network, which is usually constrained to a single or close group of buildings and a Wide Area Network which can cross a country and/or continents. A MAN is usually characterised with high speed links based on Ethernet;
“MAN Service”	means the services relating to equipment installed as part of the MAN programme as detailed at [Paragraph 24.7 of Schedule 24];
“Managed Contractors”	means those persons with whom TfL has entered into the Managed Contracts as identified in Schedule 12;
“Managed Contracts”	means those contracts for the provision of the Services as identified in Schedule 12 and such other contracts agreed pursuant to Clause 21.5 which are to be managed by the Supplier under the terms of this Agreement;
“Management Information”	means a selection of reports produced for TfL on the level of service performance for each element of the Services against the Service Levels;
“Material Default”	means any material Default by the Supplier with regard to its obligations under this Agreement, including without limitation the definitions of Material Default contained within Clause 30.3 and Clause 36.3;
“Measurement Window”	means that period in which the compliance with the Service Levels shall be measured as described in Schedule 5;
“Milestone(s)”	means in relation to any obligation on the part of the Supplier to perform any of the Services, the

	event(s) identified as milestones and set out in any Call Off;
“Milestone Date(s)”	means the dates set out in a Transition Plan for achievement of the Milestones;
“Modify”	means to amend, adapt, derive or improve and the expressions “Modification” and “Modified” have corresponding meanings;
“Monitor”	means to conduct continual analytical surveillance in such form and with such frequency as the Parties shall agree from time to time during the Service Review Meetings;
“Moral Rights”	means all moral rights as provided under Chapter IV of the Copyright, Designs and Patents Act 1988 (as amended) and any similar moral or author’s rights existing in any other jurisdiction;
“Multimode Fibre Cabling”	means a type of fibre optic medium typically used for high speed, shorter distance connections;
“Network Asset”	means all those Network assets required for the performance of the Services as identified within Schedule 6, or as identified by one Party and notified to the other from time to time;
“Network Cabling Break-Fix and Associated Services”	<p>means the break-fix call-off Service provided on a time and materials basis at LUL Stations, head office buildings and LUL train depots, encompassing the following elements:</p> <ul style="list-style-type: none"> a) Secondary Service Desk 24x7x365 for call handling and fault logging; b) copper and fibre cabling support; c) condition monitoring network cabling support; d) Moxa switch support; and e) clock and television system support at LUCC Palestra Control Centre; as described in paragraph 4.28 of Schedule 4 below.”
“Network Management Centre” or “NMC”	means the Supplier’s facility where Network Monitoring is undertaken;

“Network Monitoring”	means the Monitoring of the Network by electronic tools that detect and indicate any abnormal or unexpected status of devices and communication links;
“Network Services”	means all those services set out in the Service Specification and such other services in relation to the Networks as the Parties may agree in any Contract Variation or Call Off;
“Networks”	means Interconnect Network and all those LANs and all other data communications networks including, without limitation, all networks, wireless, PBXs and PABXs, all Routers, Switches and Hubs and all related cabling infrastructure and equipment as more particularly described in Schedule 4 and Schedule 6;
“Network Topology Database”	means a database that contains information relating to Network devices and connections between devices;
“Neutral Adviser”	means a neutral adviser or mediator who shall assist the parties to resolve any disputes pursuant to the Dispute Resolution procedure set out in Clause 52;
“New Service Provider”	means a third party service provider who has been appointed by TfL to whom the Services shall be transferred upon expiry or termination of this Agreement;
“Normal Office Hours”	means the same as ‘TfL Office Hours’;
“Normal Service Operation”	means performance of the Services in accordance with or in excess of the relevant Target Service Levels in Schedule 5 and other Service Levels in Schedule 4;
“Operational Environment”	means all elements involved in the provision of the Services to the Users;
“Operational Level (Agreement)”	means a Supplier internal agreement covering the delivery of services that support the Supplier organisation in its delivery of Services to TfL

	under this Agreement;
“Out of Hours”	means any hours outside the TfL Office Hours;
“Parent Company”	means any company that is the ultimate holding company of the Supplier or any other company of which that ultimate holding company of the Supplier is also the ultimate holding company and which is either responsible directly or indirectly for the business activities of the Supplier or which is engaged in the same or similar business to the Supplier;
“Parent Company Guarantee”	means that parent company guarantee as set out in Schedule 1;
“Party” and “Parties”	means respectively a party and the parties to this Agreement;
“Persistent Default”	has that meaning as provided within Schedule 5;
“Planned Outages”	means interruptions to part or all of the Services that are scheduled in advance and are to take place at defined times, as agreed with TfL;
“Plant”	means equipment associated with the control of physical environments, such as communications rooms;
“Primary Service Desk”	means the first line service desk that interacts with the Users and is responsible for interacting with the Secondary Service Desk; the Primary Service Desk is outside the scope of this Agreement and is provided for outside the scope of this Agreement;
“PRINCE2”	means the standard UK government methodology for project management;
“Problem”	means unknown underlying cause of one or more Incidents;
“Problem Control”	means the process of identifying the root cause of a Problem and the provision of information and advice to the Secondary Service Desk on Work-arounds when available, as more fully described in Schedule 4;

“Problem Management”	means the management of problems to minimise impact and prevent recurrence;
“Programme Office”	means an administrative function of the Supplier responsible for processing Technical Changes and projects;
“Project Assurance Team”	means these members of the project assurance team responsible for managing the Transition Services, such members to be agreed between the Parties as soon as possible after the commencement of the Transition Phase;
“Project Call Off”	has that meaning as provided in Schedule 15;
“Project Rebate”	means the rebate payable by the Supplier to TfL as calculated in accordance with Schedule [14]
“Project Services”	have that meaning as set out in Schedule 15;
“PTO Interface”	means any connection to the Public Telephone Operator’s equipment;
“Qualifying Charges”	means the total Charges paid by TfL for those components of the Project Services under this Agreement and (to recognise the continuity of the supplier) under the Foregoing Contract between 1 April 2016 and 8 February 2017 for Supplier resources, charged by the Supplier as calculated in accordance with Schedule 14;
“Quality of Service”²⁸	means an agreement between the parties regarding a specified bandwidth for voice traffic over the Data Network;
“Quarter”	means a period of three (3) calendar months during any calendar year commencing respectively on 1st January, 1st April, 1st July and 1st October;
“QUENSH”	means those TfL Group policies as set out in Schedule 18 or as otherwise notified to the Supplier by TfL from time to time;
“Rate Card”	means those day rate fees as set out in Schedule 14 or as otherwise amended in accordance with Clause 16.3 of the Agreement;

“Recovery Design”	means the process, procedure and documentation required to ensure that the Network Infrastructure can meet the required Availability levels in the event of failure to any Network Infrastructure CIs;
“Register”	means that register as provided in Clause 35.1;
“Regression”	means the process for undoing or aborting an unsuccessful Deployment and reverting to Normal Service Operation;
“Release”	means a collection of new and/or changed CIs that are tested and introduced into the live environment together;
“Release Acceptance”	means approval of a Release after testing;
“Release Policy”	means a policy that defines the level and packaging of hardware and software releases;
“Reliability”	means the mean time to failure as specified by the relevant component manufacturer;
“Remote Access”	means connection to the TfL Network via an external public communications circuit;
“Remote Worker”	means a user not at a TfL location that connects to TfL Network via a LAN that is not connected to the TfL Network (Site to site VPN);
“Report Time”	means the time for a report to be provided to the Primary Service Desk (for Severity 1 and 2 Incidents) and for information to be included on the Secondary Service Desk call contact record;
“Representations”	means the representations made by the Supplier in relation to the performance of the Services as contained in those documents identified in Schedule 8;
“Request for Change (RFC)”	means a form, or electronic screen, used to record details of a request for a change of any CIs or to processes and items associated. within the TfL Network;

“Resolution”	means an action that shall resolve an Incident including any Work-around;
“Resolve Time”	means the time required to implement a permanent repair or replacement in circumstances where a temporary solution has been implemented in order to restore service. An Incident shall be resolved when the Primary Service Desk has been notified;
“Response Time”	means the time from the point at which the Supplier becomes aware of the Incident until the time that operational investigation into the Incident begins;
“Restore Time”	means the time from the point at which the Supplier becomes aware of an Incident until either the Incident is resolved, or TfL has approved a plan for Resolution, or a plan for Resolution has been logged with the Primary Service Desk in the case that no TfL representative can be contacted;
“Restraining Event”	has that meaning as set out in Clause 20.7;
“Retained Services”	means any service or services retained by TfL which, for the avoidance of doubt, does not include the Services;
“Risk Analysis”	means the process of the identification, evaluation and selection of a response to a risk;
“Risk Management”	means the identification, selection and adoption of counter measures justified by the identified risks, and the reduction of those risks to an acceptable level;
“Root Cause Analysis”	means an investigation of the source of a fault down to the lowest definable element of a system;
“Router/Switch/Hub”	means devices that route or distribute data packets;
“Satisfaction Survey”	means the process for measuring and quantifying the degree of satisfaction with the services provided;

“Scheduled Outage Time”	means a planned period of time during which a system or service will be Unavailable;
“Secondary Service Desk”	means the Supplier’s service desk that shall receive Contacts involving Incidents, Problems or RFCs from the Primary Service Desk;
“Security Architecture”	means all procedural, personnel, physical and technical elements of the Service relating to the maintenance of the confidentiality, integrity and availability of the Services and the data;
“Security Management”	means the organisational structure responsible for initiating and controlling the implementation and maintenance of information security in accordance with the TfL Group IM security policies;
“Security Policy”	means version 2 of the Security Policy, issued 19 January 2007 covering the security requirements for the Networks including, without limitation, the Firewalls as agreed pursuant to Clause 30.1;
“Service Catalogue”	means the pre agreed and defined catalogue of services that can be requested by TfL as a Call Off, as detailed in Schedule 14;
“Service Delivery Management”	means the management of the delivery of the Services;
“Service Delivery Manager”	means the Supplier’s representative responsible for the delivery of the Services to TfL;
“Service Delivery Unit (SDU)”	means any capability unit within the Supplier’s organisation or a third party that is undertaking an element of the Services for the Supplier;
“Service Hours”	means 24 hours per day, every day of the year including Christmas Day;
“Service Improvement”	has that meaning as provided in Clause 13.2;
“Service Improvement Programme”	means a formal programme undertaken by the Supplier with TfL to identify and introduce

	measurable improvements within a specified element of the Services or a work process;
“Service Incentive Scheme”	means that service performance incentive scheme as set out in paragraph 5.3 of Schedule 5;
“Service Incentive Table”	means that service incentive table setting out the Target Service Levels and Threshold Service Levels as set out in the Service Incentive Scheme in Schedule 5;
“Service Levels”	means all these Target Service Levels in Schedule 5 and those other Service Levels as set out in Schedule 4;
“Service Report”	means a report compiled by the Supplier covering a defined period containing an agreed set of information concerning the Services;
“Service Request”	means an agreed RFC in accordance with that procedure for Technical Changes to be agreed pursuant to paragraph 4.5 of Schedule 4;
“Service Rectification Plan”	means a formal project to identify and introduce measurable improvements to correct any failure to meet the Service Levels or otherwise perform the Services in accordance with the terms of this Agreement;
“Service Rebate”	means the rebate payable by the Supplier to TfL as calculated in accordance with Schedule 14;
“Service Review Meetings”	means a meeting between Supplier and TfL to review the Services provided as detailed in Schedule 10;
“Services”	means all those services to be performed by the Supplier as identified in Clause 9.1 and more particularly described in Schedule 4;
“Service Specification”	means that specification of the Services as set out in Schedule 4, Schedule 5, and Schedule 6;

“Severity”	means the measure of the impact of an Incident or Problem that is used to define times in the Incident Management process;
“Severity Levels”	means those Severity levels as set out in paragraph 4.1.2 of Schedule 4;
“Severity Rating”	means the categorisation of an Incident to associate it to Incident Management and Service Levels;
“Single Mode Fibre Cabling”	means a type of fibre optic medium typically used for long distance connections;
“Site”	means any Site as set out in Schedule 6 for which the Services shall be provided and such other Site as TfL may notify to the Supplier from time to time in accordance with the Technical Change Management Process;
“SMT”	has that meaning as provided in paragraph 10.4 of Schedule 10;
“SPOC”	means Single Point of Contact, being the communication point through which all information relating to a process is channelled;
“Standard Data”	is the provision of a LAN port for a standard desktop PC or printer that is delivering desktop applications and related services to workstations through the LAN connection. The scope of service is limited to the locations listed as within scope in Schedule 6;
“Subsidiary”	has the meaning set out in Section 736 Companies Act 1985;
“Supplier Account Director”	means that Supplier appointed person responsible for managing this Agreement for and on behalf of the Supplier;
“Supplier Business Continuity Plan”	means that plan for the business continuity and disaster recovery arrangements for the Supplier’s business as notified to TfL from time to time including, but not limited to any amendment to such plan;

“Supplier Confidential Information”

has that meaning as provided in Schedule 21;

“Supplier Materials”

means any equipment materials or software owned by the Supplier and provided or used by the Supplier in connection with the Services, including any Modification to such materials made by the Supplier;

“Supplier Service Delivery Manager”

means the Supplier appointed person responsible for managing the delivery of Services under this Agreement for and on behalf of the Supplier;

“Supplier Security Manager”	means that person appointed by the Supplier and nominated to TfL from time to time who is responsible for security of the Services;
“Support Hours”	means the hours during which the Interconnect Network and LAN sites shall be supported which shall be 24 hours per day, every day of the year including Christmas Day;
“Target Service Levels”	means any of the target service levels identified in Schedule 5;
“Technical Change”	means any technical changes to the technical delivery or specification of the Services and/or any equipment or personnel moves to be agreed between the Parties in accordance with the Technical Change Management Process;
“Technical Change Authority”	means a list of TfL members of staff who have the authority to approve Change on behalf of TfL;
“Technical Change Management”	means the process of controlling Technical Changes to the infrastructure of the Networks or any aspect of Services, in a controlled manner, enabling approved Technical Changes to be implemented with minimum disruption;
“Technical Change Management Process”	means that process for effecting Technical Changes as set out in paragraph 4.5 of Schedule 4;
“Tender”	means the Supplier's tender, dated 19 August 2016, made in response to the ITN;
“Term”	has the meaning set out in Clause 2.1;
“Termination Assistance”	has the meaning set out in Clause 48.3;
“Termination Payment”	means the payment to be calculated in the event of termination under clause 47.6, and shall be equal to the value of the three months charges prior to the date of termination.

“Terms and Conditions”	means the terms and conditions of this Agreement, excluding the Schedules;
“TfL Confidential Information”	<p>means, information relating to any of the TfL Group Members that:</p> <ul style="list-style-type: none"> (a) is manifestly confidential; and/or (b) is designated by TfL Group Member as confidential; or (c) the Supplier knows is confidential; <p>and includes, to the extent that it is confidential:</p> <ul style="list-style-type: none"> (a) information relating to the financial position, internal management or structure of any of the TfL Group Members or the personnel and strategies of any of the TfL Group Members; (b) the Agreement; and (c) the TfL materials.
“TfL Contract Manager”	means the TfL appointed representative responsible for managing this Agreement on behalf of TfL as notified to the Supplier from time to time;
“TfL Group”	means all of TfL and each body corporate which is from time to time a Subsidiary of TfL together with the London Development Agency (a functional body of the Greater London Authority) and “TfL Group Member” shall mean any member of the foregoing entities;
“TfL IT Service Continuity Manager”	means that member of TfL personnel appointed to supervise the TfL Business Continuity Plan and Business Continuity Plan for and on behalf of TfL;
“TfL IT Service Continuity Plan”	means that plan for the business continuity and disaster recovery arrangements for the TfL Group Members as notified by TfL from time to time throughout the Term to the Supplier;
“TfL Office Hours”	means the period 08:00 to 18:00, Monday to

Friday, excluding Public Holidays;

“TfL Service Delivery Manager”	means the TfL appointed representative as nominated to the Supplier from time to time responsible for and on behalf of TfL for ensuring that the Supplier delivers the Services to TfL in accordance with this Agreement;
“TfL Security Manager”	means that TfL appointed representative responsible for security as nominated to the Supplier from time to time;
“TfL UGO Strategic Goal”	has that meaning as provided in paragraph 5.3 of Schedule 5;
“Third Party Contracts”	means any contract between the Supplier and a third party which provides services and/or products to enable the Supplier to perform the obligations under the Agreement;
“Third Party Providers”	means those third party providers of the Network Assets and/or other services in respect of the Network Assets as may be set out in Schedule 6;
“Third Party Support Services”	means support services delivered by the Supplier, using a subcontractor, in the performance of the Services, or necessary to perform the Services, excluding all Third Party Project Services.
“Third Party Project Services”	means Project Services delivered by the Supplier, using a subcontractor, in its provision of Services under a Project Call Off.
“Third Party Software”	means any software that is owned by a third party and used in the performance of the Services or necessary to perform the Services;
“Threshold Service Level”	means any of the Threshold Service levels identified in Schedule 5;
“Transferring Employees”	has the meaning provided for in Schedule 16;
“Transformation Charges”	has that meaning as provided in Schedule 14;
“Transformation Plan”	has that meaning as set out in Schedule 7;

“Transition Charges”	has that meaning as provided in paragraph 14.2 of Schedule 14;
“Transport Network”	means the integrated transport network service operated by the TfL Group Members and associated premises, activities and equipment operated from time to time by or on behalf of any TfL Group Member or by third parties by arrangement with any TfL Group Member;
“Unavailable”	means the status of a service or system when it is not able to perform its required function;
“Underpinning Contract (UPC)”	means a contract with an external supplier covering delivery of services that support the Supplier;
“Upgrades”	means changes to the build status a service or system to provide increased performance or functionality;
“User”	means any person who uses the Services on a day-to-day basis;
“User Acceptance Test”	means the test performed by a User to determine whether a potential change to the Services meets their requirements;
“User Group”	means any of those user groups identified in paragraph 4.1.3 of Schedule 4 and the expression the “User Groups” shall mean all such User Groups;
“Value Points”	means those service credit points to be allocated by the Supplier to TfL from time to time with Schedule 5;
“Video Conference Service”	means the services relating to video conferencing technology at various TfL sites, as described in paragraph 4.15 of Schedule 4;
“Variable Network Services”	means those elements of the ongoing Services that are set out at clause 4.1.1.2.2 of Schedule 4 and/or provided under Call Offs;
“Variable Network Services Termination Payment”	means the payment to be made by TfL in the event of termination for convenience of any the

Variable Network Services and calculated in accordance with clause 14.3.5 of Schedule 14;

“Voice Procedure”

means that procedure in relation to the provision of Voice Services as set out in Schedule 23;

“Voice Services”

means all or any of those voice communication services set out in Annex A of Schedule 23;

“VPN”

means virtual private networking;

“WDM”

means wavelength division multiplexing which is technology for transmitting multiple signals at the same time over a single optical fibre;

“Week-end Rates”

has that meaning as provided in Schedule 14;

“WiFi Support Service”

means the Services relating to wireless communications within the TfL Group estate as described in paragraph 4.22 of Schedule 4;

“WLAN”

means wireless LAN; and

“Work-around”

means any method of avoiding an Incident or Problem, either by a temporary fix or by a technique that means TfL is not reliant on a particular aspect of the Services that is known to have a Problem.

Schedule 3

Not Used

Schedule 4

Services

4.1 Part A: Scope

4.1.1 Overview of Services

- 4.1.1.1 The purpose of the Services is to ensure that the Supplier shall provide a comprehensive managed service to support the Networks. The Supplier shall ensure that any Incidents are managed through to Resolution in accordance with the agreed processes and Service Levels set out in this Schedule and Schedule 5, and that the status is updated according to the communication processes set out in this Schedule 4 and Schedule 10. The Supplier shall Monitor the Data Network and proactively rectify Incidents to minimise impact on TfL's business.

In addition, the Supplier shall provide a managed IPT Service, which will manage the internet protocol technology to run telephony traffic over the Networks.

Any TfL requests for support in respect of the Audio Visual Service, the Video Conference Service, the CCTV Service or the Call Handling Service shall be passed by the Supplier directly to its third party supplier to manage. TfL instructed the Supplier during the project phase, that Supplier support was not required for these services other than to log the call and then manage through to resolution. In the event that the Supplier is required to provide services over and above the aforementioned, the Call Off Procedure described in Schedule 15 shall apply and the Supplier shall be entitled to charge TfL at the per diem day rates under the Call Off provisions set out in Schedule 15. The appropriate role will be determined at the time of the Call Off request and will depend on the scope of the service and experience required.

- 4.1.1.2 The scope of the Services includes the following:

4.1.1.2.1 **CORE NETWORK SERVICES**

- Monitoring the Networks, with the aid of tools, and the Resolution of Incidents and Problems;
- Management and support of active LAN and Interconnect Network components (such as Routers, Switches, Hubs) and their configurations (to include software updates and Upgrades);

- Incident & Problem Management and Incident Resolution as determined by the assigned Severity Rating in the Service Levels;
 - Proactive Incident & Problem Management of faults affecting the Networks detected from Monitoring of the Networks;
 - Fully managed support of Firewalls and their configurations in accordance with the terms of the Security Policy;
 - Management of Third Party Contracts;
 - Provision of a Secondary Service Desk, which shall coordinate with the Primary Service Desk, to provide Incident & Problem Management and updates and amendments to the CMDB;
 - Availability management;
 - Capacity management;
 - Security management;
 - The provision of Service Reports and attendance at Service Reviews and all those other meetings and boards detailed in Schedule 10;
 - The provision of a Programme Office to respond to TfL Requests for Change (RFC) including project based design and implementation services;
 - Remote Access as part of the Interconnect Network; and
 - Internet Connectivity as part of the Interconnect Network.
-
- Wireless LAN Services as described in paragraph 4.14.2.2 below.
 - Call Handling Service as described in paragraph 4.16 below.
 - fMR Network Services as described in paragraph 4.20 below (Fujitsu Resources).
 - MAN Service as described in paragraph 4.23 below (Fujitsu Resources).
 - Incorporation of Phases 4 of BTP CCTV into support (Fujitsu Resources).

4.1.1.2.2 VARIABLE NETWORK SERVICES

- Audio Visual Services, Video Conference Services and CCTV Services as described in paragraph 4.15 below.
- DCa Services as described in paragraph 4.19 below.
- fMR Network Services as described in paragraph 4.20 below (Third Party Services)..
- MAN Service as described in paragraph 4.23 below (Third Party Services).
- Enhanced Firewall Service as described in paragraph 4.25 below
- Wi-Fi Service as described in paragraph 4.27 below
- DCb Services as described in paragraph 4.28 below
- Incorporation of Phases 4 of BTP CCTV into support (Third Party Services).
- Provision of Network Break-Fix Cabling and Associated Services as described in paragraph 4.29 below.
- Circuits Management as detailed in Schedule 14 at clause 14.3.1.2
- Optical support
- Third Party Support Services

4.1.2 Incident Severity Definitions

The Parties agree that in respect of any Incidents that may arise during the Term, the following classification of Severity Levels shall apply (together, the “**Severity Levels**”):

Severity	Definition
Severity 1 Critical Priority	The Services are Unavailable resulting in direct and major impact on TfL’s operations. The Problem has resulted in the failure of business critical activities. For example Layer 3 Switch or a major service affecting Incident or affecting key areas of the business. The Incident could affect a building, a department or a major function of the business.

Severity 2 High Priority	The Services are adversely affected resulting in some impact in business operations. The Problem has impacted TfL such that one or more business areas are affected. The Problem directly or indirectly affects multiple Users, or shared functions are Unavailable.
Severity 3 Standard Priority	<p>The Services are adversely affected resulting in limited business impact. The Problem prevents the TfL Group Members' personnel from performing business activities, although important TfL key business shall not be adversely affected. The Problem is limited in scope and scale. This includes equipment failures where, due to redundancy, user service is unaffected. For example digital communications equipment, cable transmission equipment, some exchange alarms, some premises equipment and most office equipment.</p> <p>Most day-to-day Incidents fall into this category.</p> <p>If the failure of redundant services increases the risk to business critical facilities (e.g. circuits to sites of more than 100 people) then this shall be treated as a Severity Level 2.</p>
Severity 4 Low Priority	The Services are not affected, e.g. queries.

4.1.3 User Group Definitions and Environmental Issues

The definition of Users within each User Group is set out below:-

4.1.3.1 UG0

Definition: IT/Telephony Service provision Sites which impact multiple sites / services / Users;

4.1.3.2 UG1

Definition: critical User Sites impacting operational functions of the TfL Group Members if the services are disrupted (plus telephone exchanges, control rooms (LCCs and NCCs), Backup control rooms, crew and train depots);

4.1.3.3 UG2

Definition of Users: group User Site directly impacting operational processes of the TfL Group Members (including GSM Sites);

- 4.1.3.4 UG3
- Definition of Users: individual User location directly impacting operational processes;
- 4.1.3.5 UG4
- Definition of Users: individual User Sites impacting business processes of the TfL Group Members, together with third party links, and disaster recovery sites (i.e. Sunguard); and
- 4.1.3.6 UG5
- Sites within this category have yet to be defined for User Group purposes because they are Sites where no information has been provided. It is the Supplier's intention to re-allocate these Sites to one of the higher User Groups once the infrastructure at site is understood
- (together the **"User Groups"**).
- 4.1.3.7 Changes in User Groups
- Any change in the User Group to which a Site is allocated shall be effected by the Technical Change Management Process. In the event that TfL wishes to effect such a Technical Change it shall issue a RFC detailing its requirement and thereupon the Supplier shall submit a written proposal responding to such RFC detailing TfL's criteria and the activities required of both Parties to effect such Technical Change within such time period as TfL may reasonably require.

4.1.4 Service Hours

- (i) 4.1.4.1 Network Services
- The Supplier shall provide the Network Services within Normal Office Hours based at TfL premises, and then operate outside Normal Office Hours from premises belonging to the Supplier.
- (ii) 4.1.4.2 Secondary Service Desk
- The Supplier shall operate the Secondary Service Desk throughout the Service Hours.
- (iii) 4.1.4.3 Service Delivery Management
- The Supplier shall provide service delivery management services

which shall operate within Normal Office Hours with a point of contact on call to manage any Incidents, Problems and Escalations during all other Service Hours.

(iv) 4.1.4.4 Programme Office

The Programme Office shall operate within Normal Office Hours based at TfL premises. The Programme Office shall receive, record and manage any RFCs.

4.1.5 Supported Locations

The Services provided by the Supplier shall be co-located with TfL service management team on TfL premises, and shall cover all supported Sites that are set out in Schedule 6.

4.1.5.1 Standards & Best Practices

The Supplier shall ensure that the Services align with the following standards and such other standards as may be communicated by TfL to the Supplier from time to time pursuant to Clause 28 of the Agreement and the Technical Change Management Process:

Activity	Description
Standards and best practices	<p>OGC ITIL Best Practice (guidance); BS15000 Best Practice (guidance); PAS56 Business Continuity; ISO EN17799; TfL technical standards as communicated by TfL to the Supplier from time to time; and TfL security standards & policies as communicated by TfL to the Supplier from time to time.</p> <p>Any changes to the above list shall be agreed in accordance with the Technical Change Management Process.</p>

4.2 Part B: Service Specification

4.2.1 Service Delivery Management

4.2.1.1 Service Delivery Management Objective

4.2.1.1.1 The purpose of the Supplier implementing the service delivery management services is to ensure the effective management of the delivery of the

Services to the TfL Group Members by the Supplier throughout the Term.

4.2.1.1.2 The Supplier acknowledges that the service delivery management services are key to the successful delivery of the Services. The Supplier further agrees that such service delivery management services shall include the anticipation of the evolution of the TfL Group Members' business needs by the Supplier and the appropriate development of the Services. The Supplier shall ensure by undertaking the service delivery management services, the provision of a complete, integrated, seamless and consistent interface with TfL including the provision of those Key Personnel of the Supplier identified in Schedule 10.

4.2.1.1.3 The Supplier shall provide a Service Delivery Manager, as the primary interface between the Supplier and TfL. The Service Delivery Manager shall act as a SPOC for the delivery of Services between the Supplier and TfL and shall be responsible for the delivery of the Services in accordance with the terms of this Schedule 4 and Schedule 5.

4.2.1.2 Service Delivery Management Scope

4.2.1.2.1 The Supplier shall appoint a Service Delivery Manager to be allocated to TfL to manage the delivery of the Services in accordance with the Target Service Levels in Schedule 5 and those other Service Levels in this Schedule 4. Where multiple SDUs are involved, the Service Delivery Manager shall provide a complete, integrated and consistent interface to TfL, coordinating the activities of all such SDU's to deliver the Services to the TfL Group Members as a complete, integrated and seamless service.

4.2.1.2.2 In relation to the delivery of the Services the Service Delivery Manager shall:

4.2.1.2.2.1 manage the delivery of the Services to TfL, in accordance with the

Target Service Levels in Schedule 5 and those other Service Levels in this Schedule 4;

- 4.2.1.2.2.2 ensure customer satisfaction surveys are carried out, in accordance with the provisions of Schedule 5 subject to the co-operation of TfL or any third parties where their assistance is necessary and in accordance with such methods as are pre-agreed with TfL;
- 4.2.1.2.2.3 manage all Supplier support staff dedicated to the delivery of the Services;
- 4.2.1.2.2.4 manage the delivery of the Services by each SDU;
- 4.2.1.2.2.5 ensure Contacts, Incidents and Problems are recorded, reported, responded to and managed through to Resolution;
- 4.2.1.2.2.6 act as the initial Escalation point in relation to any service issues which require management intervention or attention;
- 4.2.1.2.2.7 review, revise and agree the Service Levels in accordance with the Contract Variation Procedure, with TfL and implement Continuous Service Improvement in accordance with Clause 13 of the Agreement and this Schedule 4 to ensure that the Services provided continue to meet the TfL Group Member's business requirements;
- 4.2.1.2.2.8 undertake the Customer Satisfaction Scorecard process as set out in Schedule 5 as a measurement of the quality of the Services;

4.2.1.2.2.9 manage the definition, negotiation and review of Third Party Contracts and manage the Managed Contracts in accordance with Clause 21 of this Agreement;

4.2.1.2.2.10 contribute to the development of the Supplier's business partnership with TfL;

4.2.1.2.2.11 agree and manage amendments to the Agreement in accordance with the Contract Variation Procedure;

4.2.1.2.2.12 own and manage the financial account on behalf of the Supplier; and

4.2.1.2.2.13 identify, calculate and agree the payment of Value Points due to TfL where applicable in accordance with Schedule 5.

4.2.1.3 Escalation and Service Exceptions

The Supplier shall ensure that it and its SDM shall comply with the Escalation Procedure and Emergency Escalation Procedure set out in Schedule 10.

4.2.1.4 Service Management Best Practices

The Supplier maintains formal service management best practices to support and maintain all Services. The best practice processes ensure a consistent methodology for managing delivery of Services and are based on Industry Best Practice, such as the ITIL & BS15000. The Supplier's corporate best practices shall be developed from time to time during the Term to reflect updates of Industry Best Practice.

4.2.1.5 Review process

The Service Review Meeting shall define a best practice method for reviewing the Services provided. The objective is to assist the Supplier's Service Delivery Managers by defining best practice so that they can: -

4.2.1.5.1 manage the delivery of the Supplier's obligations under this Agreement;

4.2.1.5.2 ensure that such obligations shall be undertaken;
and

4.2.1.5.3 ensure Continuous Service Improvement.

Best practice information is maintained in the Supplier's corporate knowledge base for management of the Services. The knowledge base structure isolates the essential standard documents and information that a Service Delivery Manager must obtain, gain authorisation for, and maintain to effectively manage delivery of the Services.

4.2.2 Service Delivery Management Activities

The Parties agree that the Supplier SDM shall on behalf of the Supplier undertake the following management activities in respect of the Services throughout the Term:

Activity	Description
To act as the primary point of contact for the service delivery:	
To build and maintain the business relationship between the Parties:	
To manage the Escalation Procedure	
To identify and develop Continuous Service Improvements:	

To manage the Services & the Service Levels:	
To report on the Suppliers' performance and to continually review the Services;	
To control service Charges and ensure their competitiveness:	
To control Technical Changes and manage service Availability / Continuity:	
To manage Incidents & Problems through to successful Resolution:	
To measure and report on User satisfaction with the Services:	
To manage employees & Third Party Contracts involved in the provision of the Services:	

To ensure compliance with Industry Best practice in the provision of the Services:

To maintain and deliver the relevant documentation:

To prepare and provide the following Reports to TfL:

4.2.3 TfL Obligations

In respect of the service delivery management services, TfL's responsibilities to the Supplier under the Agreement throughout the Term shall be limited to the following:

Activity	Impact

4.3 Service Desk

4.3.1 Service Desk

4.3.1.1 The purpose of the provision of the Secondary Service Desk is to achieve the restoration of Service Levels following the occurrence of an Incident or Problem.

4.3.1.2 All Contacts are routed to a Primary Service Desk, the provision of which is outside the scope of the Services and this Agreement. The Primary Service Desk receives Contacts from Users and shall assign and categorise the Severity Level appropriate to the Incident. Where the Incident is relevant to the Services being provided under this Agreement it shall be routed to the Secondary Service Desk. The Secondary Service Desk is the service desk provided by the Supplier under this Agreement and is the SPOC for all Contacts from the Primary Service Desk.

4.3.1.3 The Supplier shall ensure that the Secondary Service Desk shall manage all Incidents assigned to it to Resolution., keeping the Primary Service Desk informed of its progress, in accordance with the provisions of this Schedule 4.

4.3.1.4 The Supplier shall ensure that the Secondary Service Desk provides scripts to the Primary Service Desk to aid first line diagnosis for Network related Incidents.

4.3.1.5 Not used.

4.3.2 Service Desk Scope

The Supplier shall ensure that the Secondary Service Desk provides a range of the support services set out under this paragraph 4.3, allowing business processes to be integrated into the delivery of the Services. It shall manage Incidents, Problems and User questions, and shall also provide an interface for other activities such as TfL's RFC process, maintenance contracts, software licences, Service Level management, Configuration Management, Availability management, financial management and management of those business continuity services set out in the Business Continuity Plan.

Inputs	Outputs
<ul style="list-style-type: none"> • Incidents • Problems • RFC • Known Error Database 	<ul style="list-style-type: none"> • Planned outages, via the Primary Service Desk • 1st Time Fix Resolutions based on information retrieved from the Known Error Database • Management Information

4.3.3 Service Desk Activities

The Supplier shall ensure that Secondary Service Desk shall manage to Resolution Incidents assigned to it by the Primary Service Desk and that the Primary Service Desk is kept informed of the status of such Incidents in such manner and with such frequency as may be agreed from time to time at the Service Review Meetings. The Supplier shall ensure that the following activities are undertaken by the Secondary Service Desk:

Activity		Description
Third Party Management		
Incident Management		

Incident Management

<p><i>Incident Resolution Closure</i></p>	
Planned Outages	

4.3.4 Service Desk Service Levels

The Supplier shall throughout the Term ensure that the Secondary Service Desk is operated in accordance with the following Service Levels:

Service Element	Service Level
Secondary Service Desk Service Hours:	
Secondary Service Desk Availability:	
Telephone Pick up (answer by service desk agent):	
Telephone abandonment rate:	

4.3.5 Incident Management

4.3.5.1 The Primary Service Desk

4.3.5.2 Incident Management - Objectives

The Parties acknowledge that the Primary Service Desk acts as the SPOC for all TfL Users for any Incident. The primary objective of the Incident Management process is to restore Normal Service Operation as quickly as possible and minimise the adverse impact on the TfL Group Members' business operations, thus ensuring that Service Levels are maintained.

4.3.5.3 Incident Management – Scope

4.3.5.3.1 The Supplier shall treat all security incidents, whether actual or suspected, as Severity 1 Incidents, and ensure that sufficient resources are allocated to restore Service Levels to their pre-incident status.

4.3.5.3.2 The Supplier shall conduct a formal Root Cause Analysis of all Incidents that TfL considers to be major and/or recurring Incidents, shall agree the remedial measures necessary with TfL and shall provide ongoing support to ensure that these measures are implemented.

Figure 3.1 depicts the various stages of the Incident Management process. This is broken down as follows:



Figure 3.1: *Incident Management Process*

The key inputs and outputs to be delivered are as follows:

Inputs	Outputs
<ul style="list-style-type: none"> Incident details sourced from Secondary Service Desk or proactive Networks management system; Configuration details from the CMDB; Response from Incident matching against Problems and Known Errors; Resolution details; Response on RFC to effect Resolution for Incident(s). 	<ul style="list-style-type: none"> RFC for Incident Resolution; updated Incident record (including Resolution and/or work-arounds); Resolved and Closed Incidents; Communication to Users via Primary Service Desk; Management Information (reports); Configuration details to the CMDB.

4.3.5.4 Activities

The Parties agree that the Incident Management process to be undertaken by the Supplier throughout the Term shall include the following activities:

Activity	Description
Incident detection and recording	
Investigation and diagnosis	
Resolution and recovery	
Incident ownership,	

Activity	Description
Monitoring, tracking and communication	<div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> </div>
Proactive Logging	<div> <div></div> <div></div> </div>
Network Monitoring	<div> <div></div> <div></div> </div>

4.3.5.4.2 The Parties acknowledge that Network Incidents that cannot be resolved immediately by the Primary Service Desk may be assigned to a SDU via the Secondary Service Desk. A Resolution or Work-around shall be established, in accordance with the relevant Service Levels to restore the Service to Users with minimum disruption. If a Work-Around is utilised then the Incident Record shall be updated accordingly and the Problem Management SDU shall be informed of the details to ensure the Work-Around is either temporary or becomes the normal method of working, informing management of Technical Changes and Configuration Items where appropriate. After Resolution of the cause of the Incident and restoration of the agreed service, the Incident shall be referred to the Primary Service Desk for Closure.

Figure 3.2 illustrates the activities during an Incident *life cycle*.

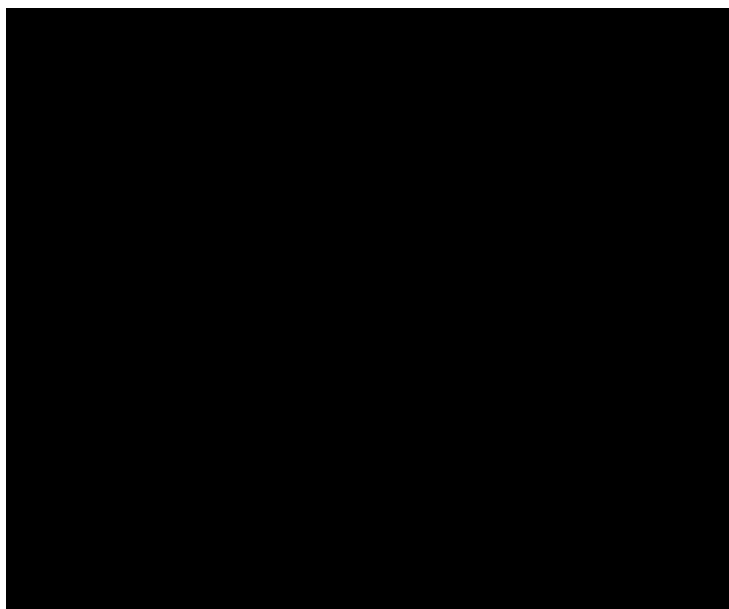


Figure 3.2 – *The Incident life cycle*

The status of an Incident reflects its current position in its life-cycle.
Some examples of status categories might include but are not limited to:

- 4.3.5.4.2.2 New;
- 4.3.5.4.2.2 Accepted;
- 4.3.5.4.2.3 Scheduled;
- 4.3.5.4.2.4 Assigned/Dispatched to
Specialist; 4.3.5.4.2.5 Work In Progress
(WIP); 4.3.5.4.2.6 On Hold;
- 4.3.5.4.2.7 Resolved; and
- 4.3.5.4.2.8 Closed.

4.3.5.5 Incident Management Service Levels

The Supplier agrees that the Incident Management process shall be provided by it in accordance with the following Service Levels:

Service Element				Service Level
Incident Management Service Hours				
Incident Resolution				
Severity Level	Response Time	Restore Time	Resolve Time	Report Time
1				
2				
3				

4.4.1 Problem Management – Objective

4.4.1.1 The purpose of the Problem Management process is to minimise the adverse impact on TfL's business of Incidents and Problems that are caused by errors within the Network infrastructure, and to prevent recurrence of Incidents related to such errors. In order to achieve this the Supplier shall implement Problem Management in order to determine the root cause of Incidents and to carry out all actions required to achieve Resolution.

4.4.1.2 The Parties acknowledge that the Problem Management process is both a reactive and proactive process. The reactive aspect includes solving Problems in response to one or more Incidents. The proactive element is concerned with identifying and solving Problems and Known Errors in order to prevent or avoid the future occurrence of an Incident.

4.4.2 Problem Management – Scope

4.4.2.1 The Parties agree that Problem Control, Error Control and proactive Problem Management are all within the scope of the Problem Management process. The inputs and outputs of the Problem Management process to be provided by the Supplier, are set out below: -

Inputs	Outputs
<ul style="list-style-type: none">• Incident details derived from Incident Management;• Configuration details from the Supplier's CMDB• Any defined Work-arounds (from Incident Management).• Manufacturers recommendations	<ul style="list-style-type: none">• Recording Known Errors on the Known Error Database, and informing the Primary Service Desk and Secondary Service Desk of the same;• A RFC;• An updated Problem record (including a solution and/or any available Work-arounds);
<ul style="list-style-type: none">• Known Errors from the Known Error Database	<ul style="list-style-type: none">• For a resolved Problem, a closed Problem record (provided by the Primary Service Desk);• Response from Incident matching to Problems and Known Errors;• Management Information;

4.4.3 Problem Management - Activities

The Parties agree that the Problem Management process to be undertaken by the Supplier throughout the Term shall include the following activities:

Activity	Description
Preventative	

Activity	Description
Measures	
Trend Analysis	
Status updates	
Escalations	
Proactive Problem Management (Removal of Failure Demand)	

Problem Control

Error Control

Activity	Description
The proactive prevention of Problems	
Completion of major Problem reviews	
Data – Circuits	
Data – Firewalls	

4.4.4 Problem Management - Service Levels

- (a) The Supplier shall ensure that the Problem Management process is carried out in accordance with the following Service Levels:

Service Element	Service Level
Problem Management Service Hours	
Problem Escalation for Severity 1 and 2 Incidents	
Problem Escalation for Severity 3 and 4 Incidents	

Severity Level	Report Time
1	
2	
3	
4	

4.4.5 Measurement

4.4.6 TfL Obligations

The Parties agree that TfL's obligations throughout the Term with respect to the Problem Management process are limited to the following:

Activity	Impact
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Activity	Impact

4.5 Technical Change Management

4.5.1 Scope

4.5.1.1 The provisions of this paragraph 4.5 apply with regard to Technical Changes that may or may not, depending on their nature, require a Contract Variation. All Contract Variations shall be effected in accordance with the Contract Variation Procedure.

4.5.1.2 Not used

4.5.2 Change Management - Objective

4.5.2.1 The objective of the Technical Change Management Process is to ensure that standardised methods and processes are used for efficient and prompt handling of all Technical Changes, in order to minimise the impact of Technical Change-related Incidents upon the performance of the Services and consequently to improve the day-to-day operations of the organisation.

4.5.2.2 To make an appropriate response to an RFC entails a considered approach to assessment of risk and business continuity, the impact of the proposed Technical Change on resource requirements and approval. This considered approach is essential to maintain a proper balance between the need for instigating a Technical Change against the impact of the proposed Technical Change.

4.5.2.3 The Supplier acknowledges the importance of having a Technical Change Management Process that is standardised and clearly defined. The Supplier shall ensure that the status of all proposed Technical Changes and their associated RFCs are tracked from request through to planned Deployment and shall upon request by TfL promptly provide such status information to TfL. Deploy. 4.5.2.4 The Supplier shall implement and manage all Technical Changes that have been authorised by TfL in accordance with the Technical Change Management Process.

4.5.2.5 The Supplier shall assess the potential risk, infrastructure and cost, for allowing the Technical Change to take place.

4.5.2.6 All Technical Changes shall have an appointed owner from both the Supplier and TfL who shall be responsible for such Technical Changes.

4.5.2.7 The Supplier shall promptly process and implement all Technical Changes agreed by TfL in accordance with the Technical Change Management Process;

4.5.2.8 The Supplier shall manage the introduction of any Technical Change agreed by TfL in accordance with the Technical Change Management Process so as, to the extent reasonably possible, not to result in any diminution in the quality of the performance of the Services.

4.5.3 Supplier Responsibilities

The Supplier's responsibilities with regard to Technical Changes shall include the following:

4.5.3.1 receipt and logging of all RFCs;

4.5.3.2 advice provision on the effect of the Technical Change on the Services, the Networks and/or the TfL Group Members' business;

4.5.3.3 Management of the demand for the Services, ensuring that all Technical Changes are understood, planned, communicated and implemented in a controlled and organised manner with minimal impact on operational activities.

(v) This includes:

4.5.3.4 reporting and tracking of Requests for Change (RFC);

4.5.3.5 assessing and improving RFCs;

4.5.3.6 scheduling and implementing Technical Change;

4.5.3.7 controlling the implementation of the Technical Change;

4.5.3.8 reviewing the success of Technical Changes; and

4.5.3.9 planning, co-ordination and management required to ensure that the Technical Changes requirements are implemented so as to avoid minimum disruption to the Services, Networks and the business of the TfL Group Members.

The following are the inputs and outputs in connection with the Technical Change Management Process.

Inputs	Outputs
<ul style="list-style-type: none"> • CI information • Problem records • RFCs • SIP • TfL authorisation • MIRs • Capacity Plan • Availability Plan • Security requirements • Manufacturers upgrade notices • Service Rectification Plan 	<ul style="list-style-type: none"> • Forward Schedule of Technical Changes • Management Information • Authorised Technical Changes • Testing • Capacity planning changes • Technical Change management policy • CAB • Impact assessments • Proposals • Post Implementation Review

4.5.4 Technical Change Management Process and Project Management Activities

The Parties agree that the Technical Change Management Process and Project Management to be undertaken by the Supplier throughout the Term, shall include the following activities:

Activity	Description
Managing Technical Changes and the Technical Change Management Process	
Filtering Technical Changes	

Activity	Description
Change Advisory Board (CAB)	
Management Information	
Network - Cabling	
Network – Design and Specification	
Planned Outages	
Network Implementation	
Network - Firewalls	

Activity	Description
Network –Circuits	
Programme Office	
Reports	

The Supplier shall ensure that interactions via the RFC guarantee that each phase of any Technical Change is planned and controlled.

The Supplier shall ensure that a schedule of all Technical Changes made to the managed Network environment is kept and maintained throughout the Term.

4.5.5 Technical Change Management - Service Levels

Service Element	Service Level
Patching a new port	

4.5.6 Measurement

[REDACTED]

4.5.7 Value Points Applicable

The applicable Value Points are detailed in Schedule 5

4.5.8 TfL Obligations

The Parties agree that TfL's obligations with respect to the Technical Change Management Process throughout the Term are to be limited to the following :

Activity	Impact
[REDACTED]	

Activity	Impact
[Redacted Content]	

4.6 Configuration Management

4.6.1 Configuration Management – Objectives

The purpose of Configuration Management is to:

- 4.6.1.1 account for all the Network Assets and CIs utilised in the provision of the Services;
- 4.6.1.2 provide accurate information on CIs and their documentation to support all the other service management processes;
- 4.6.1.3 provide a sound basis for the Incident Management, Problem Management, Technical Change Management and Release Management processes;

- 4.6.1.4 verify the CI records against the infrastructure and correct any exceptions;
- 4.6.1.5 maintain records of all key CIs in the managed environment, their relationships, dependencies and status; and
- 4.6.1.6 provide information to other processes.

4.6.2 Configuration Management – Scope

The Configuration Management process covers the identification, recording, and reporting of Network components, including their versions, constituent components and relationships. Items that shall be under the control of Configuration Management process include hardware, software and associated documentation that is managed by the Supplier.

The following are the inputs and outputs throughout the Term:

Inputs	Outputs
<ul style="list-style-type: none"> Incident details from Incident Management; Any defined Work-arounds (from Incident Management); Known Errors from the Known Error Database; Definitive Software Library 	<ul style="list-style-type: none"> Known Errors to Known Error Database, Primary Service Desk and Secondary Service Desk; Response from Incident matching to Problems and Known Errors; Management Information; Configuration details to the Supplier's CMDB; Capacity database.

4.6.3 Configuration Management – Activities

The Parties agree that the Configuration Agreement process to be undertaken by the Supplier shall include the following activities:

Activity	Description
Identification:	

Activity	Description
Control:	
Status Accounting:	
Verification and Audit:	
Network – Firewalls:	
Network – Inventory, Configuration & Administration	
Network – Inventory, Configuration & Administration	

Activity	Description
Network circuits	—

4.6.4 Configuration Management - Service Levels

The Parties agree that the Configuration Management process shall be carried out in accordance with the following Service Levels:

Service Element	Service Level
Recording of configuration changes	<div> <div></div> <div></div> <div></div> <div></div> <div></div> </div>

4.6.4.1 Measurement

	<div> <div></div> <div></div> <div></div> <div></div> <div></div> </div>
	<div> <div></div> <div></div> </div>
	<div> <div></div> <div></div> </div>
	<div> <div></div> </div>

4.6.5 TfL Obligations

The parties agree that throughout the Term TfL's obligations in respect of the Configuration Management process shall be limited to:

Activity	Impact

Activity	Impact

4.7 Release Management

4.7.1 Release Management - Objective

The purpose of Release Management is:

4.7.1.1 to plan and oversee the successful rollout of software and related hardware;

4.7.1.2 to design and implement efficient processes for the distribution and installation of Technical Changes to Network systems;

4.7.1.3 to ensure that hardware and software being changed is traceable, secure and that only correct, authorised and tested versions are installed;

4.7.1.4 to communicate and manage expectations of the User during the planning and rollout of new Releases;

4.7.1.5 to agree the exact content and rollout plan for the Release, through liaison with that person or persons responsible for implementing the Release in accordance with the Technical Change Management Process;

4.7.1.6 to implement new software Releases or hardware into the operational environment using the controlling processes of the Configuration Management and Technical Change Management Process. A Release should be Deployed under the Technical Change Management Process and may consist of any combination of hardware, software, firmware and document CIs;

4.7.1.7 to ensure that master copies of all software are secured in the DSL and that the Supplier's CMDB is updated; and

4.7.1.8 to ensure that all hardware being rolled out or changed is secure and traceable, using the Configuration Management process.

4.7.2 Release Management - Scope

4.7.2.1 The Release Management process covers the planning, design, build, configuration and testing of hardware and software to create a set of Release components for an Operational Environment. It further covers the planning, preparation and scheduling of a Release to multiple customers and locations. The Programme Office shall manage the process for Releasing and Deploying Technical Changes.

4.7.2.2 Following verification and testing (when practical) the Deployment of a Technical Change shall be scheduled in agreement with the TfL's Technical Change Manager and with reference to the forward schedule of Technical Changes.

4.7.2.3 Changes shall be implemented at times that cause minimum impact to the Services, and minimum impact to any other services that shall be affected. The Supplier shall identify where possible the Users, Services or business functions of the TfL Group Members that may be affected so that the notice of a Planned Outage can be issued in good time. The Primary and Secondary Service Desks shall be made aware of the Change, and updated with any information they shall need to enable them to diagnose Incidents accurately after the implementation of the Change.

4.7.2.4 As part of the Deployment Plan the Supplier shall incorporate a Back Out Plan, and pre-define a back out decision time at which point the Change shall be rolled back if delays or Problems are being experienced. This shall ensure that any agreed Planned Outages are adhered to, and avoid potential impact to peak service demand hours.

4.7.2.5 After implementation the Supplier's CMDB shall be updated to reflect the Technical Change. The updated Configuration data shall be shared with TfL as required.

The Supplier shall participate in post implementation reviews as necessary.

4.7.3 Release Management – Activities

The Release Management process to be undertaken by the Supplier throughout the Term shall include the following activities:

Activity	Description
Planning	
Design	
Acceptance	
Communication	
Testing	
Audits	
Storage	
Release	
Regression	

The following diagram demonstrates how the Release Management process interacts with the Configuration Management process.

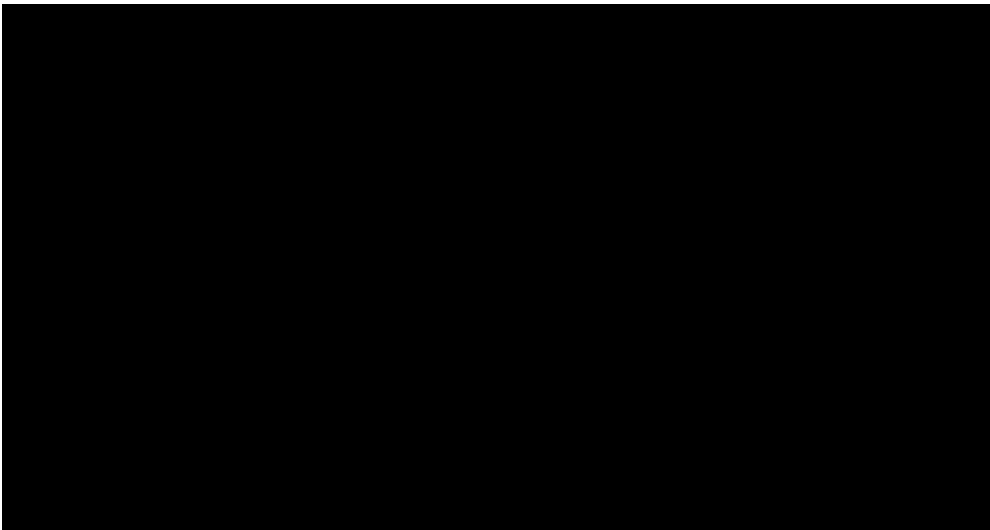


Figure 3.3 – Release Management

The main components to be controlled under the Release Management process are:

- 4.7.3.1 supplier-provided systems software;
- 4.7.3.2 hardware, and hardware specifications; and
- 4.7.3.3 assembly instructions and documentation, including User manuals.

4.7.3.4 The Supplier in conjunction with TfL shall ensure all deliverables are managed effectively, from development or purchasing, through customisation and configuration, through testing and implementation, to operation in the live environment.

4.7.4 The Parties acknowledge that there are no Value Points applicable to the Release Management process as at the Effective Date. However, the Supplier agrees to enter into discussions with TfL, at TfL's request, in respect of the extension of the Service Incentive regime to the Release Management process at any time during the Term.

4.7.5 TfL Obligations

The Parties agree that TfL's obligations throughout the Term with respect to the Release Management process shall be limited to:

Activity	Impact

Activity	Impact

4.8 Service Level Management

4.8.1 Service Level Management - Objective

The purpose of the Service Level Management process is to maintain and improve the quality of the performance of the Services, through a constant cycle of agreeing, Monitoring and reporting upon achievements and instigation of actions to eradicate poor service – in line with business or cost justification. Through these methods, a better relationship between the Supplier and TfL can be developed.

4.8.2 Service Level Management - Scope

- 4.8.2.1 The Service Level Management process shall be used to manage the quality and the level of Services delivered by the Supplier to TfL, in the face of changing needs and demands.
- 4.8.2.2 The Service Level Management process includes the establishment and maintenance of a Service Catalogue that allows the Supplier to offer standard services to TfL.
- 4.8.2.3 The Service Level Management process to be undertaken by the Supplier is responsible for establishing Service Levels with TfL to define the levels of service that shall be delivered.
- 4.8.2.4 The Parties agree that delivery of Services is dependent upon the provision of supporting services by internal and external suppliers. The service level management process therefore includes the management of Operational Levels with the various internal service delivery teams and the service element of UPCs with external service delivery suppliers.
- 4.8.2.5 Once agreements are in place, the Services delivered shall be regularly assessed to ensure that the agreed Service Levels are met.

4.8.2.6 The Service Level Management process ensures that all TfL complaints and feedback are consistently managed in accordance with the terms of this Agreement and any other processes that may be agreed from time to time during either the Service Review Meetings or the Contract Review Meetings.

4.8.3 Service Level Management - Activities

The Service Level Management process to be undertaken by the Supplier throughout the Term shall include the following actions:

Activity	Description
Manage Service Levels	
Manage Operational Levels	
Manage Underpinning Contracts	
Manage the Service Catalogue	
Manage Relationships	
Manage exceptions and over achievements	

4.8.4 Service Level Management - Service Levels

The Parties agree that Service Level Management shall be carried out by the Supplier in accordance with the following Service Levels:

Service Element	Service Level
Service Reporting	
Service Reviews	

Contract Reviews	
Major Incident reporting	
Service Improvement Plan (SIP)	
Service Level Reviews	
Service Audits	

4.8.5 Measurement



4.8.6 Value Points

The Value Points applicable to the Service Level Management process are set out in Schedule 5.

4.9 Availability Management

4.9.1 Availability Management - Objective

- (i) 4.9.1.1 The purpose of the Availability management process is to optimise the capability of the Network infrastructure, Services and supporting organisation to deliver a cost effective and sustained level of Availability that enables TfL to satisfy its business objectives, limiting unavailability within relevant Target Service Levels. It deals with resilience, reliability and maintainability of the supported Network infrastructure.

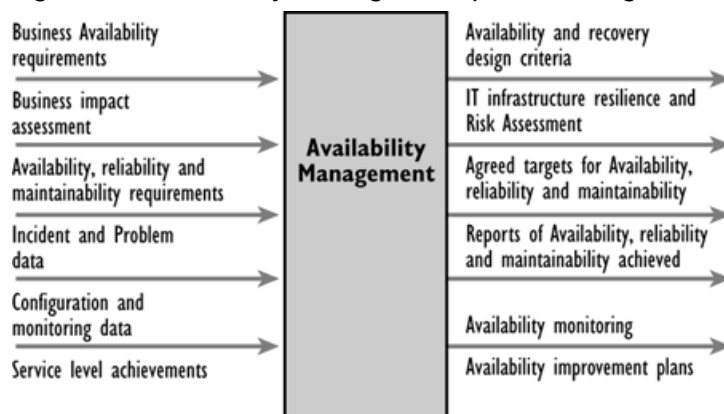
- (ii) 4.9.1.2 The Availability management process shall be used to ensure that the required level of Availability is provided. The measurement and monitoring of Network Availability is a key factor in ensuring that Availability levels are being met consistently.

4.9.2 Availability Management – Scope

The Availability Management process to be undertaken by the Supplier includes, but is not limited, to the following activities:

- (iii) 4.9.2.1 Network Monitoring during the Service Hours including the Resolution of Incidents and Problems;
- (iv) 4.9.2.2 management and support of active Data Network components (such as Routers, Switches, Hubs) and their Configurations;
- (v) 4.9.2.3 management and support of Firewalls and their Configurations;
- (vi) 4.9.2.4 enabling Network Problems and Network Incidents to be raised by Users or identified as a result of Network Monitoring and then raised by the Supplier; and
- (vii) 4.9.2.5 the technical scope of the Services relates to the Network, including leased private circuits and connectivity provided by Connect fibre as detailed in Schedule 6.

Figure 3.4 – High Level Availability Management process diagram



The key inputs and outputs to be provided as part of the Availability management process are:

<ul style="list-style-type: none"> • The Network Availability requirements of TfL for a new or enhanced service • A business impact assessment for each vital business function underpinned by the Network infrastructure • The Availability, Reliability and Maintainability requirements for the Network infrastructure components that underpin the Service(s) • Information on Network service and component failure(s), usually in the form of Incident and Problem records • A wide range of configuration and Monitoring data pertaining to each Network service and component • Service Level achievements against the relevant Target Service Levels. 	<ul style="list-style-type: none"> • Network Availability and recovery design criteria for each new or enhanced service • Details of the Availability techniques that shall be Deployed to provide additional Infrastructure resilience to prevent or minimise the impact of component failure to the Network service • Agreed Target Service Levels of Availability, Reliability and Maintainability for the Network infrastructure components that underpin the Service(s) • Availability reporting of Availability, Reliability and Maintainability to reflect the business, User and Network support organisation perspectives • The Monitoring requirements for Network components to ensure that deviations in Availability, Reliability and Maintainability are detected and reported • Availability Plan for the proactive improvement of the Network infrastructure which shall be included in the SIP.
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4.9.3 Availability Management – Activities

The Parties agree that the Availability Management process to be undertaken by the Supplier throughout the Term will cover the following activities:

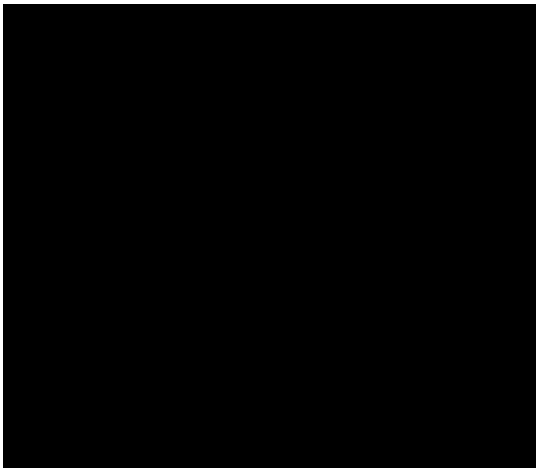
Activity	Description
Design:	
Resilience:	
Service Levels:	
Reporting:	
Monitoring:	
Reviewing:	
Optimising:	
Investigating:	
Availability Plan:	

Activity	Description
Network - Design and Specification:	
Network – Design and Specification Network Architecture:	
Network Operations & Management:	

Activity	Description
Network –Firewalls:	

4.9.4 Availability Management - Service Levels

The Parties agree that the Availability management process to be undertaken by the Supplier shall be carried out in accordance with the following Service Levels:

the Supplier shall be carried out in accordance with the following Service Level			
Service Element		Service Level	
Interconnect Network (WAN) Service Availability	User Group	Availability Target Service Level	Availability Threshold Service Level
	UG0		
	UG1		
	UG2		
	UG3		
	UG4		
	UG5		
	Loss of Interconnect Network connectivity as a result of TfL environmental factors as further detailed in paragraph 5.3 of Schedule 5 is excluded from Interconnect Availability calculation.		
Standard Data (LAN) Service	User Group	Availability	Threshold

Availability	<div>UG0</div> <div>UG1</div> <div>UG2</div> <div>UG3</div> <div>UG4</div> <div>UG5</div> <div>Loss of Standard Data Network connectivity as a result of loss of Interconnect Network connectivity is excluded from the LAN availability calculation.</div> <div>Loss of Standard Data Network connectivity as a result of TfL environmental factors is excluded from the LAN availability calculation.</div>
Availability Planning	<div></div> <div></div>

4.9.4.1 Measurement

(ix)

The purpose of the Capacity Management process is to ensure that cost justifiable Network Capacity always exists and that it is matched to the current and future identified business needs of the TfL Group Members

4.10.2 Capacity Management - Scope

The scope of the Capacity Management process is identified in the Technical Services Schedule 6, and include leased private circuits and connectivity provided by Connect circuits.

The Capacity Management process shall be the focal point for all Network performance and Capacity issues. The Supplier Network Support may carry out the bulk of the relevant day-to-day duties but overall responsibility lies with the Capacity Management process. The process shall encompass, for both the operational and the development environments:

- 4.10.2.1 all hardware – Networking equipment;
- 4.10.2.2 all Networking equipment (circuits, Routers, Switches etc.);
- 4.10.2.3 all software – operating system and Network software, in-house developments and purchased packages; and
- 4.10.2.4 The driving force behind the Capacity Management process shall be the business requirements of the TfL Group Members.

The following are the inputs and outputs in respect of the Capacity Management process:

Inputs	Outputs
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<p>Planning:</p> <ul style="list-style-type: none"> a) External suppliers of new technology. b) TfL's business strategy and plans, and financial plans. c) The strategy plans and current budgets for the Services. d) The Technical Change Management Process with a Forward Schedule of Technical Changes and a need to assess all Technical Changes for their impact on the Capacity of the Network Infrastructure. e) The Service Level management process with details of the contents of the Service Levels and future Service Level requirements, and possibly from the Monitoring of Service Levels, service reviews and breaches of the Service Levels. f) The Network operations team with schedules of all the work that needs to be run and information on the <i>dependencies</i> between different services, and the interdependencies within a service. g) New Service Levels. <p>Management:</p> <ul style="list-style-type: none"> a) The Service Level management process with details of the contents of the Service Levels and future Service Level requirements, and possibly from the Monitoring of Service Levels, service reviews and breaches of the Service Levels. b) The Incident and Problem Management processes with Incidents and Problems relating to poor performance. 	<p>Within other parts of the Capacity Management process.</p> <p>The CMDB holds the information needed by all the sub-processes within Capacity Management.</p> <p>By other Service Management processes (i.e. SIP, Capacity Planning).</p> <p>For example the Capacity Management process verifies new Service Level requirements, and assists the financial management process by identifying when money needs to be budgeted for hardware or software Upgrades, or the purchase of new equipment.</p> <p>For example any Technical Changes that Capacity Management may recommend to the schedule of when services are run, to ensure that the most effective and efficient use is made of the available resource need to be implemented. The Capacity Plan needs to be acted upon by the management of the Supplier and the senior management of TfL.</p>
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4.10.3 Capacity Management - Activities

The Capacity Management process consists of a number of sub-processes, within which various activities to be carried out by the Supplier. Each of the sub-processes perform many of the same activities, but each sub-process has a specific focus. Business Capacity management is focused on the current and future business requirements of the TfL Group Members, while Capacity Management is focused on the delivery of the existing services that support the business and resource Capacity management is focused on the technology that underpins the provision of all the Services. The sub-processes of Capacity Management are set out as follows:

Activity	Description
Business Capacity Management:	
Service Capacity Management:	
Resource Capacity Management:	
Network – Design and Specification:	

Activity	Description
Network – Design and Specification Network Architecture:	
Network – Implementation:	
Network – Capacity Management:	
Network – Circuits:	

Activity	Description
Network Firewalls:	–
Plant Management Phased Distribution:	-

4.10.4 Capacity Management - Service Levels

The Parties agree that the Capacity Management process to be undertaken by the Supplier shall be carried out in accordance with the following Service Levels:

Service Element	Service Level
Interconnect Network and LAN Capacity Monitoring Service Hours	
Capacity Monitoring tool availability	
Capacity Management	

4.10.4.1 Measurement

4.10.4.2 Value Points Applicable

No.

4.10.5 TfL Obligations

The Parties agree that TfL's obligations with respect to the Capacity management process throughout the Term shall be limited to the following:

Activity	Impact

4.11 Business Continuity Management

4.11.1 Business Continuity Management - Purpose

The purpose of the Services to be performed under this paragraph to support TfL's overall business continuity management process by ensuring that the Services and associated facilities (including computer systems, Networks, applications, telecommunications, technical support and the Secondary Service Desk) can be recovered within required business timescales as set out in the Business Continuity Plan.

4.11.2 Business Continuity Management - Scope

TfL's own business continuity planning is outside the scope of this Agreement. However, the Supplier shall provide TfL's with Business Continuity plans for its own business processes. In the event of the Supplier invoking their Business Continuity Plan, costs related to this activity shall be outside the scope of the Agreement but where applicable the Rate Card contained within Schedule 14 shall apply.

4.11.3 Business Continuity Management - Activities

The Parties agree that the business continuity management process to be undertaken by the Supplier shall cover the following activities:

Activity	Description
Plans	

Activity	Description
Testing	
Report	
Change	

All of the above Services in respect of the Supplier's business continuity services including the development, maintenance and any invocation of the Business Continuity Plan shall be in accordance with the terms of the Business Continuity Plan, Clause 42 and Schedule 19.

4.11.5 Business Continuity Management - Service Levels

The Business continuity management process shall be provided in accordance with the following Service Levels:

Service Element	Service Level
Validation of Supplier's disaster recovery and business continuity plans	

4.11.5.1 Measurement

4.12 Third Party Contract Management

4.12.1 Third Party Contract Management - Objective

The purpose of the Third Party Contract management process is to ensure the proper management of Third Party Contracts, in accordance with the relevant Service Levels.

4.12.2 Third Party Management - Scope

4.12.2.1 All Third Party Contracts used in the delivery of the Services shall be operationally managed or owned by the Supplier.

4.12.2.2 The Supplier shall develop and manage Operational Levels (OLs) for the Third Party Contracts in accordance with Schedule 5: Service Level Management.

4.12.2.3 Where Third Party Contracts are involved in delivering the Services, they shall be subject to the Security Policy and associated processes defined and agreed with TfL. All contracts with organisations and individuals shall contain security clauses to ensure security obligations are understood and shall be complied with and controlled to the same degree as required under this Agreement. Third Party Contracts shall be audited by the Supplier Security Manager to ensure compliance with the security policy.

4.12.2.4 Third Party Contracts shall only be given physical and logical access to elements of the Network as is necessary to enable them to provide the Services and as agreed by the TfL Security Manager. Such physical and logical access shall be controlled by physical access restrictions, password and other access controls as appropriate. Such access permissions shall be regularly reviewed and updated as necessary.

Throughout the Term the following are the inputs and outputs with regard to the Third Party Contract management process;

Inputs

Outputs

Inputs	Outputs
<ul style="list-style-type: none"> • Third Party Contracts • Service Levels • OLAs • RFCs • SIP 	<ul style="list-style-type: none"> • Management Information • Technical updates • Technical solutions • Contract Variations • RFCs

4.12.3 Third Party Contract Management – Activities

The Parties agree that the Third Party Contract management process to be undertaken by the Supplier shall include the following activities

Activity	Description
Operational Levels and the management of service components	
Network Cabling	

Activity	Description
Service Desk	
3 rd Party Management	
Network – Firewalls	
LAN Services	
Plant Management	

4.12.4 Third Party Management Service Levels

4.12.5 Value Points

There are none applicable.

4.12.6 TfL Obligations

The Parties agree that TfL’s obligations with respect to third party management process shall be limited to the following:

Activity	Impact

4.13 Continuous Service Improvement

4.13.1 Continuous Service Improvement - Objective

The purpose of the Continuous Service Improvement process is to ensure that the Services being delivered are constantly reviewed for areas of Service Improvement, whether in relation to the quality of the Services, Service Levels or the scope of Services.

4.13.2 Continuous Service Improvement - Scope

4.13.2.1 The Continuous Service Improvement process shall include, but is not limited to the following activities to be undertaken by the Supplier;

4.13.2.2 a measurement and review of the Services provided to TfL

4.13.2.3 identification of areas for improvement in the way Services are delivered; and

4.13.2.4 development plans for improvement in line with defined Service Level aspirations and targets.

Inputs	Outputs
<ul style="list-style-type: none">• Service Levels• Service Rectification Plan• Management Information• Service Review Meetings• Complaints• Availability Plan	<ul style="list-style-type: none">• SIP• Improved Service Levels• RFCs• Efficiencies

The above Continuous Service Improvement activities shall be carried out in accordance with this paragraph 4.14 and Clause 13 of the Agreement.

4.13.3 Continuous Service Improvement - Activities

The Continuous Service Improvement process to be undertaken by the Supplier shall include the following activities:

Activity	Description
Identification of opportunities for Service Improvements	

Activity	Impact

4.14 Not used

4.15 Audio Visual Service, Video Conference Service and CCTV Service

4.15.1 Audio Visual Service, Video Conference Service and CCTV Service Objectives

- 4.15.1.1 This paragraph 4.15 in its entirety describes the Audio Visual Service and Video Conference Service and CCTV Service to be delivered to the TfL Sites. As and when further Sites are required to take the services, further AVCs will be required to formalise the changes to the Agreement.
- 4.15.1.2 The objective of the Audio Visual Service, Video Conference Service and CCTV Service is to provide support for data and voice calls over the Network, within the agreed demarcation boundary.

4.15.2 Audio Visual Service, Video Conference Service and the CCTV Service Service Scope

- 4.15.2.1 The Supplier will provide Audio Visual Services over the Network at Palestra, as described in more detail below in paragraph 4.15.3.1.
- 4.15.2.2 The Supplier will provide Video Conference Services over the Network at Palestra, as described in more detail below in paragraph 4.15.3.1
- 4.15.2.3 The Supplier will provide CCTV Services over the Network at Palestra, as described in more detail below in paragraph 4.15.3.1

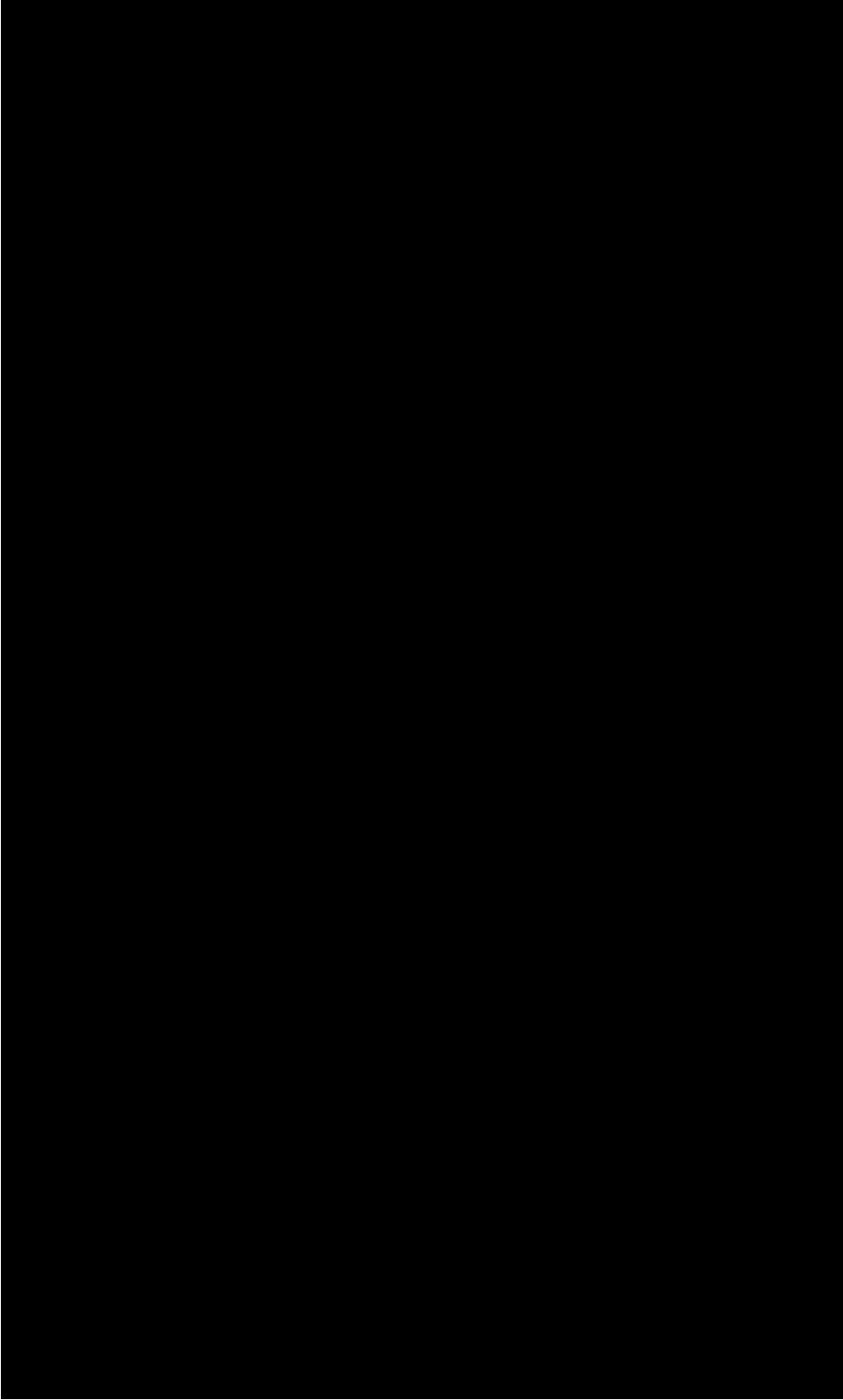
4.15.3 Audio Visual Service and Video Conference Service and CCTV Service Activities

- 4.15.3.1 The Parties agree that the Supplier shall perform the following

activities:

Activity	Description
Service Delivery Management	

Service Desk	

		
Technical Change Management		
Configuration Management		
Release Management		
Service Level Management		
Availability Management		
Capacity Management		
Third Party Contract Management		
Reporting		

4.15.4 Measurement

4.15.5 Value points applicable

Not applicable to the Audio Visual Service, Video Conference Service and the CCTV Service.

4.15.6 TfL obligations

The Parties agree that TfL's obligations with respect to the Audio Visual Service, Video Conference Service and CCTV Service throughout the Term shall be limited to the following:

Activity	Impact

4.16 Call Handling Service

4.16.1 Call Handling Service Objectives

- 4.16.1.1 This paragraph 4.16 in its entirety describes the Call Handling Service to be delivered to the Palestra building. As and when further Sites are required to take the services, further AVCs will be required to formalise the changes to the Agreement.
- 4.16.1.2 The detailed technical design of the Call Handling Service is being agreed and documented as part of the applicable Palestra projects.
- 4.16.1.3 The objective of the Call Handling Service is to provide a Call Management environment for contact centre staff at the Palestra building

4.16.2 Call Handling Service Scope

- 4.16.2.1 The Supplier will provide Call Handling Service over the Network at Palestra, as described in more detail below in paragraph 4.16.3.1.

4.16.3 Call Handling Service Activities

- 4.16.3.1 The Parties agree that the Supplier shall perform the following activities:

Activity	Description
Service Delivery Management	

Service Desk	
Technical Management	Change
Configuration Management	
Release Management	
Service Level Management	
Availability Management	
Capacity Management	

Third Party Contract Management		
Reporting		

4.16.4 Measurement

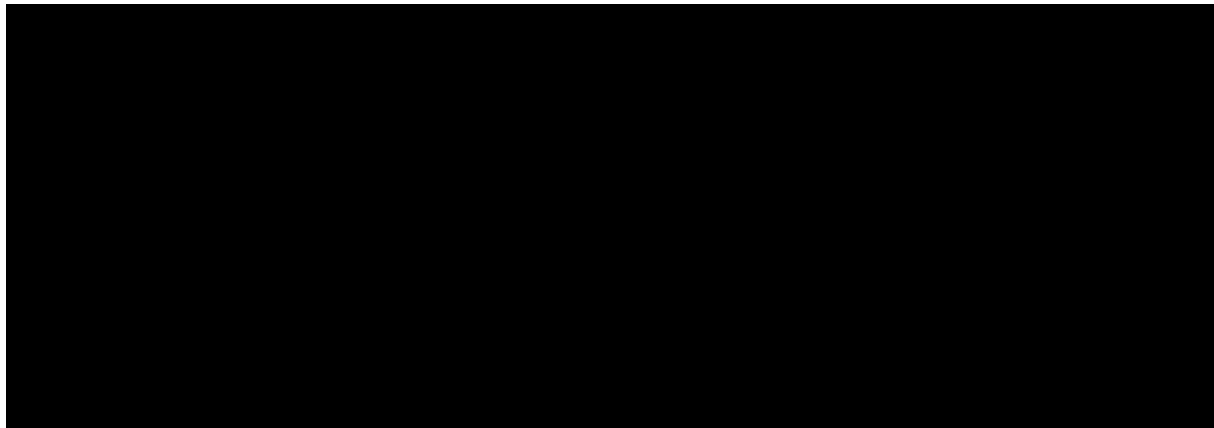
4.16.5 alue points applicable

Not applicable to the Call Handling Service.

4.16.6 TfL obligations

The Parties agree that TfL's obligations with respect to the Call Handling Service throughout the Term shall be limited to the following:

Activity	Impact



4.17 Not used

4.18 Not used

4.19 DCa Service

4.19.1 DCa Service Objectives

- 4.19.1.1 This paragraph 4.19 in its entirety describes the DCa Service to be delivered for the network equipment based at DCa.
- 4.19.1.2 The objective of the DCa Service is to provide support to the data network equipment located at DCa as defined within Schedule 27.

4.19.2 DCa Service Scope

- 4.19.2.1 The Supplier will be responsible DCa Service delivery for the hardware specified in Schedule 27, and subject to the equipment being located at DCa. The DCa Service does not include MAN connectivity.

4.19.3 DCa Service Activities

- 4.19.3.1 The Parties agree that the Supplier shall perform the following activities:

Activity	Description
Service Delivery Management	
Service Desk	

Problem Management	
Technical Change Management	
Configuration Management	
Release Management	
Service Level Management	
Availability Management	
Capacity Management	
Third Party Contract Management	

4.19.3.2 The Incident Management process to be provided by the Supplier will be in accordance with the following Service Levels:

Service Element	Service Level
Incident Management Service Hours	
Incident Resolution	

Severity Level	Response Time	Restore Time	Resolve Time	Report Time
1	Within 15 minutes	4 hours	1 day	Within 30 minutes of investigation with hourly updates
2	Within 45 minutes	4 hours	1 day	Within 1 hour of investigation with two hourly updates
3	Within 3 hours	8 hours	1 day	Within 2 hours of investigation or when cleared
4	Within 7 hours	5 days	As agreed case by case	Within 3 hours of or investigating when cleared

The detailed technical design has been architected by a third party supplier to achieve 99.999% availability. In the event the design does not achieve such availability, four hours shall be added to each restore time detailed within 4.19.3.2 above.

4.19.4 Measurement



4.19.5 Value points applicable

The Service Incentive Scheme applicable to the Incident Management process shall be as follows:

Incident Management Value Points shall be credited to TfL when the Supplier fails to resolve or agree a Service Rectification Plan to resolve an Incident within the times defined within the DCa Service Incentive Table that forms part of this paragraph 4.19.5. The number of Value Points accrued will be accumulated based on the total time taken beyond the Service Level as shown in the DCa Service Incentive Table.

DCa Service Incentive Table		
Service Level – Incident Management	Target	Below Threshold Performance
Incident Management – Restore Time – Severity 1		
Incident Management – Restore Time – Severity 2		

Incident Management – Restore Time – Severity 3	
Incident Management – Restore Time – Severity 4	
<i>Value Points</i>	

4.19.6 TfL obligations

The provision of the DCa Service is subject to the following:

- 14.19.6.1 TfL shall ensure that all Incidents are routed via the Secondary Helpdesk
- 14.19.6.2 When logging Incidents, TfL shall use all reasonable endeavours to provide sufficient diagnostic information to allow the Supplier to progress Incidents without the need for routine call backs to TfL.
- 14.19.6.3 TfL shall use all reasonable endeavours to ensure that it does not report Incidents under this DCa Service which relate to equipment or networks that are not within the scope of the Agreement.
- 14.19.6.4 TfL shall permit the Supplier to contact a named person or group, where required, to perform remote fixes or to perform additional diagnostic activities.
- 14.19.6.5 TfL shall provide access onsite as required to resolve any Incidents.
- 14.19.6.6 TfL shall be responsible for the maintenance of all equipment and cabling that does not form part of the DCa Service.
- 14.19.6.7 The equipment shall be used and stored in accordance with the manufacturer's instructions.
- 14.19.6.8 TfL is responsible for the protection of all equipment connecting to the Network Devices covered by the DCa Service.
- 14.19.6.9 TfL shall not use the network devices, covered by the DCa Service in such a way as to maliciously or negligently:
 - Burden servers, disk space, CPU, network or other resources of the Supplier or a third-party.
 - Use the network to cause a denial of service to Infrastructure Services or a third-party.
 - Commit fraud or in connection with a criminal offence.
 - To send, knowingly receive, upload, download, or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights.
 - To cause annoyance, inconvenience or needless anxiety to other users.
 - To spam or to send or provide unsolicited advertising or promotional material or, knowingly to receive responses to any spam, unsolicited advertising or promotional material sent or provided by any third party.
- 14.19.6.10 In the event that the Supplier reasonably believes TfL to be using the managed network devices in a negligent or malicious manner, then it may terminate a connection immediately until it is reasonably satisfied that TfL has removed the source of the breach. The Supplier is entitled to make charges for work undertaken in accordance with this

and all related activities.

4.20 fMR Network Service

4.20.1 fMR Network Service Objectives

- 4.20.1.1 This paragraph 4.20 in its entirety describes the fMR Network Service to be delivered to fMR estate that now forms part of London Underground Limited. As and when further Sites are required to take the fMR Network Service, further AVCs will be required to formalise the changes to the Agreement.
- 4.20.1.2 The technical design is as per the documentation provided by TfL, and this shall be the baseline for which the services are being delivered.
- 4.20.1.3 The objective of the fMR Network Service is to provide support to the fMR data network, within the agreed demarcation boundary, The demarcation boundary shall be the Supplier supported network where a third party is responsible for connected devices or cabling.

4.20.2 fMR Network Service Scope

- 4.20.2.1 The Supplier will be responsible for the fMR Network Service Service subject to the equipment list detailed in paragraph 24.8 of Schedule 24, as may be amended in writing by mutual agreement of the Parties.

4.20.3 fMR Network Service Activities

- 4.20.3.1 The Parties agree that the Supplier shall perform the following activities:

Activity	Description
Service Delivery Management	The fMR Network Service will be managed in accordance with the provisions of paragraph 4.2.1 of Schedule 4.
Service Desk	<p>The fMR Network Service will be managed in accordance with the provisions of paragraph 4.3 of Schedule 4.</p> <p>All fMR Network Service Incidents will be managed via the Primary Service Desk to the Secondary Service Desk.</p>
Problem Management	The fMR Network Service will be managed in accordance with the provisions of paragraph 4.4 of Schedule 4.
Technical Change Management	The fMR Network Service will be managed in accordance with the provisions of paragraph 4.5 of Schedule 4.
Configuration Management	The fMR Network Service will be managed in accordance with the provisions of paragraph 4.6 of Schedule 4. Any amendments to the configuration management due to

	incorrect information provided by TfL shall be outside of the scope of the Services.
Release Management	The fMR Network Service will be managed in accordance with the provisions of paragraph 4.7 of Schedule 4.
Service Level Management	The fMR Network Service will be managed in accordance with the provisions of paragraph 4.8 of Schedule 4.
Availability Management	The fMR Network Service will be managed in accordance with the provisions of paragraph 4.9 of Schedule 4.
Capacity Management	The fMR Network Service will be managed in accordance with the provisions of paragraph 4.10 of Schedule 4. The capacity of the licences and connections to the Network will be monitored.

4.20.4 Measurement



4.20.5 Value points applicable

Value Points will apply to the fMR Network service as per paragraph 5.3.11 of Schedule 5, with the exception of the initial three months of fMR service where no value points shall apply and where such device is notified to TfL as being end of life.

Value Points do not apply to the fMR DSL service, any service credits received from the third party supplier will be passed through to TfL.

4.20.6 TfL obligations

The Parties agree that TfL's obligations with respect to the fMR Network Service throughout the Term shall be as described in Schedule 4 for the Interconnect Network and Standard Data Network.

4.21 Not used

4.22 Not used

4.23 MAN Service

4.23.1 The MAN Service including the maintenance and support of the equipment listed in paragraph 24.15 of Schedule 24 will be performed and measured as part of, and in accordance with, the existing Interconnect Network (WAN) Service, and categorized as UG0.

4.23.2 The Incident Management process in respect of the MAN Service shall be provided in line with the Service Levels set out in paragraph 4.3.5.5.

4.24 – Additional Optical Equipment

The additional optical equipment will be performed and measured as part of, and in accordance with, the existing Interconnect Network (WAN) Service, and categorised as UG0.

4.25 Enhanced Firewall Service

4.25.1 Summary:

The Enhanced Firewall shall provide the following elements and which applies to the firewalls or firewall management of appliances that are supported by the Supplier under the Agreement.

- Supplier technical resource to investigate the requirements
- Technical consultancy
- liaise with TfL & their third party companies
- Design firewall rules
- Investigate routing requirements or any other network configuration changes.
- Security implications
- Document the firewall rule-sets, using the appropriate firewall form
- Completing and managing the Firewall Change in line with TfL IM change management process
- Subsequent implementation in the current Firewall change window (17:00 - 18:30pm Monday to Friday)
- Carrying out testing to ensure the change has worked.

TfL IM engagement:

Supplier will be engaged by a Work Order or the TfL Service Request process, irrespective of the originator (e.g. TfL Project, BAU, TfL, and GP&F.)

Service Request / Work Orders:

All requests must have an assessment performed by TfL Service Request Management and IM Security to confirm validity.

This Service shall respond to Small, Medium and complex sized service requests: Supplier's Service Technicians and Solution Architect will carry out the implementation of Firewall changes within business hours (Monday to Friday only), when currently most changes are required to be implemented between 17:00pm - 18:30pm unless approved by TfL and then subject to service impact.

Remedy Work Order:

The Service Request/WO will be sent directly to the Supplier project management office ("PMO") and will be assigned to Supplier Enhance Firewall Service team.

Restrictions:

Implementation shall be subject to TfL's Technical Change and IM security approval. This service is for up to 45 Firewall Changes per calendar month irrespective of size or complexity.

All firewall changes as part of this service will be implemented between the

hours of 17:00pm - 18:30pm, Monday to Friday only, subject to TfL approval.

Any changes that need to be implemented outside of these hours will be subject to additional charges at the current Agreement Out of Hour rates. Any issues relating to TfL or third party applications or services, due to non-standard design or code, age or condition shall be excluded from this Service.

4.25.2 Approach

Supplier shall will engage with TfL, TfL IM and TfL's third parties to identify technical requirements needed, and identify firewall changes required to deliver the project, service/application, design of firewall rules, and complete TfL's Firewall Change Form.

Supplier shall:

Provide the necessary Consultancy;
Work with TfL IM security on updating the current firewall form, in line with changes that are required.
Submit responses via TfL's Remedy Technical Change Control Implement the firewall changes
Undertake relevant Supplier testing associated with change.
Support third-parties and TfL in their testing to confirm success of the change and evidence in Remedy with TfL communications. Remediate and re-work if necessary within 5 days to CAB of the unsuccessful partial change.

Update TfL Remedy Change as per TfL's IM Change Management process.
Closure of the Remedy Technical Change
Complete the final WO following implementation
Contact TfL and agree implementation dates, and testing and acceptance criteria.
TfL shall confirm acceptance via email

4.25.3 Service Levels relating to the Enhanced Firewall Service

This Service includes a maximum of 45 Service Requests per working month

Supplier will respond to 95% of Service requests by contacting the requester / within 2 working days of receipt of request.

The necessary Remedy Change will be issued within 10 working days of receipt of Service Request (SR) or Work Order (WO), unless otherwise specifically agreed with the TfL and IM.

Supplier shall:

- complete 95% of all changes within 28 working days, of receipt of Service Request unless otherwise specifically agreed with TfL.
- ensure that 90% of all Changes are successful (completes requirement) on first- attempt. (Subject to TfL or 3rd party acceptance.)
- complete 90% of work required to rectify a previous change submitted, within 5 days (Subject to TfL change process and approvals)
- include basic statistics for this service within the monthly Supplier Service Report., volume received and changes Implemented
- If any additional reporting is required for this service, this will

be reviewed by Supplier and TfL and would be dealt with under the Contract Variation Procedure.

4.25.4 Assumptions:

The charges and timescales for the Enhanced Firewall Services are based on the following assumptions. In the event that any of these prove to be invalid, Supplier and TfL shall discuss and agree the impact upon scope, costs and/or timescales in accordance with the change control procedure:

- All firewall policy changes shall be subject to formal change control approval by TfL; implementation of a request is subject to TfL's Technical Change and IM security approval;
- Availability of the TfL IM, the TfL or their third parties and their obligations to provide sufficient detail to be able to work out the design within agreed time scales;
- When there is an obligation for external agencies or 3rd parties, such as when setting up a site to site VPN's (which can only be done in conjunction with both firewall parties) to design the requirement and implement and test. Then Supplier cannot be held responsible for any delays caused or failures due to this work not being completed;
- Sufficient notice needs to be given to Supplier by TfL to design the firewall rules;
- Any costs incurred by TfL or their third Parties for testing or configuration changes required are excluded from the charges for this Service and TfL/third party activities will be separately charges.

4.25.5 Exclusions and Dependencies:

- This Service excludes any firewalls or firewall management appliances that are not currently supported by Supplier under the Agreement. Any firewall not currently supported by Supplier and for which TfL request that this Service applies shall be subject to a transition process and shall require a separate Service Request to be raised by TfL.
- Where Supplier has formally made TfL aware that the Firewall or Firewall Management Appliance is outside of the manufactures hardware support.
- Any firewall or firewall management appliance where Supplier have highlighted to TfL that the software code is out of manufacture's support and therefore deemed end of life. Any deviation to this would be subject to a risk assessment carried out and agreement sought between both parties.
- Any resolution to any support issues related to TfL or third party Applications or services that are unrelated to the service that Supplier delivers under the Agreement
- Any changes to original requirement will be captured under project change control and will be treated as an additional requirement.
- This Service does not include administering or removing any historical or duplicated firewall rule sets, where a service has become redundant or is not required by TfL (these types of request should be submitted to Supplier as a separate requirement)
- Where TfL Change Management or IM security do not give approval for the implementation to go ahead.
- Delays caused by lack of information from TfL and/or TfL's third parties
- Where changes are required to be implemented by a TfL third party and

outside of Supplier's control.

- Any costs incurred by TfL or their third parties for testing or configuration changes required are excluded from this support model.
- Any TfL and /or third party activities are over-and-above the Enhanced Firewall Service and the associated charges.

4.26 Not used

4.27 Wi-Fi Service

- **Base Wi-Fi Managed Service**
 - The following base Wi-Fi service components are included:
 - The Supplier's NOC will provide 24x7x365 Wi-Fi monitoring which will cover the following:
 - Wi-Fi Zones (DCa & SDC02) and up to 7,000 Access Points which are detailed in the CMDB
 - 107 WAP break-fix visits per Contract Year
 - Firewalls, LAN's, Controllers and Management Tools
 - The logging of Wi-Fi service incidents with TfL's Primary Support Desk
 - "Red" Phone service
 - Up to TfL's handoff point to the Concessionaire, the Services as outlined in the following documents:
 - LUL Stations
 - Corporate buildings
 - LUL train depots
 - 1st, 2nd, 3rd & 4th line support
 - A secondary Helpdesk 24x7x365 for call handling and fault logging
 - Service delivery & problem management (provided by on-site service delivery team)
 - Dashboard and reporting services as outlined in Clause 4.27.3.5
 - Monitoring Virgin Media's WAN to Wi-Fi enabled LUL Stations using EtherVPN

4.27.1.1.7 Break fix of Wi-Fi Zone and APs deployed at Stations, Depots and Offices

4.27.1.1.8 Annual proactive maintenance for LUL Station APs

- The following are excluded
- The Wi-Fi Test & Development environment (with the exception of the standard Manufacturer's warranty and enhanced

hardware/software service offering e.g. Shared Support.)

- The monitoring, capture, storage or analysis of any public data through snooping or Legal Intercept

- **Base Wi-Fi Security Managed Service**

- The base Wi-Fi Security Managed Service is limited to LUL stations to which WiPS services are delivered and excludes any Corporate Building or LUL train depot.
- The following base Wi-Fi Security Service components are included:

4.27.2.2.1 A Wi-Fi Security monitoring service from the Supplier's NOC
24x7x365

- Monitoring of security alerts and escalating in accordance with this clause 4.27
- Wi-Fi Zones and APs (as outlined in the Base Wi-Fi Managed Service)
- Providing 1st & 2nd line support and escalation.
- The logging of Wi-Fi Security incidents with TfL's Primary Support Desk

4.27.2.2.2 A Wi-Fi Security Assessment service between the hours of 08:00 to 18:00 Monday to Fridays (excluding public holidays).

4.27.2.2.3 The Supplier's on-site Service Delivery Team will provide 3rd line support and will be supported by the Supplier's Security Practice during the Assessment period.

4.27.2.2.4 Incidents that occur outside of this assessment period will be addressed by

the NOC and acted upon in accordance with Clause 4.3.5.4 of

Schedule 4.

High severity incidents outside of the assessment period will be acted upon in accordance with the remedial action of the specific incident. This may result in the total closure of the station(s) or Wi-Fi Service.

4.27.2.2.5 A secondary Helpdesk 24x7x365 for call handling and fault logging

4.27.2.2.6 Service delivery & problem management (provided by the on-site service delivery team)

4.27.2.3 The Managed Security Service will only include the areas within the Wi-Fi infrastructure where WiPS sensors have been deployed. This includes LUL station where coverage may not be total, Corporate buildings and Depots.

4.27.3 Base Wi-Fi Managed Service Dashboard & Reporting

4.27.3.1 Management & Service Reporting

Reports will be produced in accordance with clause 4.2.2 of Schedule 4 and will encompass Public, Operational and Corporate Wi-Fi Services.

4.27.3.2 BAU Operational Service Reporting

4.27.3.2.1 The following reports will be produced. Reports outside of those stated will be subject to the TfL SR process.

Capacity & Performance

TfL General Wi-Fi Reports

- CPU_and_port_utilisation
- AP_busiest_per_channel
- AP_not_on_their_primary
- AP_status
- AP_Summary
- Client_Summary Throughput_per_clients
- Total-number-of-clients
- Traffic_per_SSID
- WLC status
- Configuration_audit
- Ap - Inventory

TfL Weekly Wi-Fi Reports

- AP MAC address list. (AP by Location)
- Busiest APs sorted by "Client Counts"
- Busiest APs sorted by "Channel Utilisation%"
- Busiest APs sorted by "TX%"
- Busiest APs sorted by "RX%"

TfL Corporate Buildings

Reports will be incorporated into and produced in accordance with Clause 4.2.2 of Schedule 4

LUL Station BB Connect Service

- Client_operational_BBConnect

LUL Train Depots (ATMS)

Reports will be incorporated into and produced in accordance with Clause 4.2.2 of Schedule 4

Service Availability

TfL General Wi-Fi reports

- Core infrastructure- availability (DCa/SDC02)
- WI-FI Controllers - availability (DCa/SDC02)
- Core infrastructure - at a Glance (DCa/SDC02)
- WI-FI Controllers - at a Glance (DCa/SDC02)
- Daily AP availability

TfL Corporate Buildings

Reports will be incorporated into and be produced in accordance with Clause 4.2.2 of Schedule 4

LUL Station BB Connect Service

Reports will be incorporated into and produced in accordance with Clause 4.2.2 of Schedule 4

LUL Train Depots (ATMS)

Reports will be incorporated into and produced in accordance with Clause 4.2.2 of Schedule 4

4.27.3.3 Security Reporting

4.27.3.3.1 The following reports will be produced. Reports outside of those listed will be subject to the TfL SR process.

- 8.1 A_Security
- Deny_of_Service
- MSE_Status
- MSE_Utilisation

These reports will encompass security activity solely in respect of LUL Stations in which WiPS security devices have already been deployed. Integrating WiPS devices outside of this scope will be included as part of the transition into service of the specific project and will be requested via TfL's change management process.

4.27.3.4 TfL Concessionaire Reporting

The Concessionaire Reporting Service is required as part of the contractual obligations between TfL and the public Wi-Fi Concessionaire.

The Concessionaire reports are sub divided into two categories:

- Performance
- Service Availability

These reports will encompass the Public Wi-Fi Services based on the service and scope outlined in this clause 4.27. However the nature of the "out of the box" PI reports will also mean that Corporate and Operational information will be included in some of the reports.

Performance

4.27.3.4.1 The following reports will be produced. Reports outside of those listed will be subject to the TfL SR process.

- *Client_per_SSID_Virgin*
- *Vendors*

Service Availability

4.27.3.4.2 The following reports will be produced. Reports outside of those listed will be subject to the TfL SR process.

- *TfL Wi-Fi WLC's (Wi-Fi Controllers)*
- *TfL Wi-Fi Switches-FWLS (LAN and Firewalls (Wi-Fi Zone))*

Such reports will be incorporated into and delivered in accordance with Clause 4.2.2 of Schedule 4

The Supplier will not provide any reports, standard, ad-hoc or otherwise directly to the Concessionaire, or their wholesalers. All additions and changes to reports must be presented through TfL's SR process.

4.27.3.5 Dashboards

4.27.3.5.1 As part of the contractual obligations between TfL and the public Wi-Fi Concessionaire, TfL are obliged to provide real time, or near real time, dashboard services.

4.27.3.5.2 The Supplier shall provide on-going BAU and support activities to ensure the maintainability and on-going operation of the SOI application and dashboard services including:

- The maintenance and support of the CA SOI Application
- The maintenance and support of the Web Portal
- The maintenance and support of the interface between Pland SOI
- The deployment of ad-hoc security patches
- The deployment of half yearly service packs for SOI
- The provision and production of up to 5 pre-defined enhanced reports.

4.27.3.5.3 TfL shall provide five virtual servers to host the SOI application in DCa. The delivery, support and ongoing maintenance, including security and OS patches, are provided by and are the responsibility of TfL.

4.27.3.5.4 Changes or additions to the Dashboard required outside of the scope of this clause 4.27 will be included as part of the transition into service of the specific project and is to be requested through TfL's change management process.

4.27.3.6 Management Tools & Services

The tools required to deliver the Wi-Fi Managed Service are detailed below:

- *CA Spectrum* - BAU day to day management of the Wi-Fi and Security Service.
- *Cisco PI*- Management and provisioning of all the Wi-Fi components
 - 1 Hardware and components as maintained and documented in the CMDB
- CA SOI - Dashboard and Enhanced Reporting CA
- eHealth - Service availability - Wi-Fi WAN Management

- Cisco MSE - WiPS security monitoring, alerting and reporting.

2

- Juniper SSG - Juniper Firewall Manager

All other service, change management and configuration tools used currently will continue to be used where applicable.

- **Service Level Agreement**
- **Service availability targets - Wi-Fi Infrastructure**
 - **Wi-Fi Zone**

The Wi-Fi Zone has been architected to provide a dual fully resilient Core Wi-Fi service that enables an AP to have up to three Controllers. The Wi-Fi Zone is distributed between two Data Centre's DCa and SDC02 with each data centre being designed and architected to support the full capacity of its opposite should a Data Centre fail.

Site Category	Availability Targets %
Wi Fi Zone	██████

4.27.4.1.2 LUL Stations

Given the single points of failure within the Station connectivity and Wi-Fi infrastructure the ██████ availability target is the maximum target the Supplier will be measured against. This availability target will be measured over a rolling calendar month period.

Site Category	Availability Targets %
LUL Station, Single WAN	██████

Due to the locations of APs (Ticket Halls, Platforms and Walkways) extended SLAs (as set out in the table above) are required for access to and the replacement of Station APs. This may include space planning and access co-ordination to the station out of hours.

Fix times are governed by the London Underground Access and H&S (SABRE, Protection Master and CTAC) processes in place within Stations and Operational locations. Visits for remedial work will take place in the next available/approved Engineering Hour Shift between the hours of 01:00-05:00.

Note: Where an AP has failed and requires an onsite visit, TfL shall be notified via a call logged to the TfL Primary Service Desk and the Supplier will manage the call in accordance with the Severity 3 requirements.

4.27.4.1.3 LUL Depots

Given the single points of failure within the Depots connectivity and Wi-Fi infrastructure the ██████ availability target is the maximum target the Supplier will be measured against. This availability target will be measured over a rolling calendar month period.

Site Category	Availability Targets %
LUL Depot, Single WAN	■

Due to the locations of APs in these Depots extended SLAs (as set out in the table above) are required for access to and their replacement. This may include space planning and access co-ordination to the Depot out of hours.

Due to the locations of APs in these Depots extended SLAs (as set out in the table above) are required for access to and their replacement. This may include space planning and access co-ordination to the Depot out of hours.

Fix times are governed by the London Underground Access and H&S (SABRE, Protection Master and CTAC) processes in place within Stations and Operational locations. Visits for remedial work will take place in the next available/approved Engineering hour shift between the hours of 01:00- 05:00.

4.27.4.1.4 TfL Corporate Buildings

Typically the TfL Corporate Wi-Fi infrastructure is based on a resilient building network infrastructure. This includes LAN's with dual WAN connectivity and resilient controllers. This availability target will be measured over a rolling calendar month period.

Site Category	Availability Targets %
TfL Corporate Building	■

Due to the locations of APs in these buildings extended SLAs (as set out in the table above) are required for access to enable their replacement out of hours. This may include space planning and access co-ordination to the Depot out of hours.

4.27.4.2 Severity Definitions

Severity	Definition
Severity 1 Critical Priority	<ul style="list-style-type: none"> All LUL Stations and/or Corporate Buildings have no Wi-Fi Service. The majority of stations and/or Corporate Buildings have no Wi-Fi Service Failure of a Wi-Fi Service Catastrophic Failure of all 3rd party circuits Forced shutdown caused by activation of the "Red Phone".
Severity 2	<ul style="list-style-type: none"> Failure of LAN/WAN infrastructure supporting Wi-Fi

High Priority	Services <ul style="list-style-type: none"> • Failure of management platforms providing Concessionaire Dashboard Services • Failure of Wi-Fi controllers located in the Wi-Fi Zone
Severity 3	<ul style="list-style-type: none"> • Access point failure
Standard Priority	
Severity 4	<ul style="list-style-type: none"> • None
Low Priority	

Incidents that cause the Wi-Fi services or infrastructure to be shutdown through a security related alert will be treated as a Severity 1. This is based on the pre-defined critical alert listed approved by TfL, the Supplier and Cisco. All other alerts are to be treated and classified as a severity 2 or 3 incident and treated accordingly.

In the event of a security alert and the disruption to the Wi-Fi Services, whilst the alert will be treated accordingly, due to the nature of the security alert, service credits will not apply. The exception to this will be in cases in which the severity requires a specific response time within a given timeframe. Resolution of this security threat will be outside of these service levels as set out below.

4.27.4.3 Service Levels Applicable to this Service

Service Element	Service Level
Service Hours	
Resolution	

Severity Level	Response Time	Restore time or agreed plan to Fix	Resolve Time	Report Time
1				
2				
3				

4.27.4.4 Maintenance Hours

As part of this Service the Supplier will be required to provide maintenance of the Wi-Fi infrastructure, most notably the Wi-Fi Zone. Whilst the Wi-Fi Zone provides a resilient Wi-Fi service, there may be times when a force failover will be required to carry out maintenance or software upgrades.

4.27.4.5 Performance

- A maximum of 70-150 associations per AP are deemed by Cisco to be acceptable. Above this level the service provided by the APs outlined in this clause 4.27 will experience significant degradation.
- Significant wireless signal degradation may occur to platform based APs when trains pull in and out of the station. APs that are consistently running at 80% or greater capacity should be reviewed. APs that consistently run at 70% require the Supplier to notify TfL.
- Aside from those listed in 4.27.4.3 above, there are no other documented SLAs covering the performance expectation of this service.
- Wireless controllers that have 90% of their licences allocated will be notified to TfL and will be reviewed.

4.27.4.6 AP Footprint, Legacy Deployments and RF Coverage

- The AP footprint and Radio Frequency coverage has been determined by the TfL IM Wi-Fi Projects. "As deployed" heat maps for each of the locations have been produced and approved by the project as part of its project acceptance/assurance process. Changes required to the AP or Controller footprint and coverage will be raised via TfL's service request portal.

4.27.4.7 Capacity

The Wi-Fi Infrastructure capacity is determined by the licensing of the number of APs on a controller and number of client associations that can be supported by each Wi-Fi Controller.

Figures detailed below are the manufacturers published capacity thresholds:

Device	Current Capacity	Maximum Capacity	Spare Capacity	Oversubscribed
Controllers/Wi SM's (20 – DCa)	10,000	20,000	10,000	Relates to controller licenses
		10,000 associations per controller	5,000 associations per controller	Relates to controller licenses

Device	Current Capacity	Maximum Capacity	Spare Capacity	Oversubscribed
Controllers/Wi SM's (20-GS)	3,500	7000	3500	Relates to controller

				licenses
		3500 associati ons per controller	1250 associati ons per controller	Relates to controller licenses

4.27.4.8 Threshold Management

4.27.4.8.1 When controller licences reach 90% of capacity the Supplier will notify TfL that this has occurred and will make recommendations on capacity.

4.27.4.9 Service Delivery & Problem Management

4.27.4.9.1 Service Delivery & Problem Management will be provided in accordance with Clause 4.4.2 of Schedule 4.

4.27.4.10 Change & Service Administration

4.27.4.10.1 The Supplier will perform the following activities in relation to Change and Service Administration:

4.27.4.10.1.1 Manage and co-ordinate the production and distribution of reports in line with TfL's 28 day reporting period

for PI, MSE, Smart-1, NSM Express, HP Spectrum & eHealth.

4.27.4.10.1.2 Manage any ad-hoc requests for Information made by TfL or by the Concessionaire via TfL to agreed SLAs.

4.27.4.10.1.3 Attend Meetings as required by TfL and or the Concessionaire and provide advice on technical issues relating to the service.

4.27.4.10.1.4 Manage all Change Requests to the Wi-Fi Infrastructure.

4.27.4.10.1.5 Administer and manage TACACS & PI access.

4.27.4.10.1.6 Transition new Sites/APs to PI/TACACS and into Service

4.27.4.10.1.7 Raise and manage all MSC's s to conclusion

4.27.4.11 Helpdesk

4.27.4.11.1 The Helpdesk will be provided in accordance with clause 4.3 of Schedule 4.

4.28 DCb Service

4.28.1 DCb Service Objectives

4.28.1.1 This paragraph 4.28 in its entirety describes the DCb Service to be delivered for the network equipment based at DCb.

4.28.1.2 The objective of the DCb Service is to provide support to the data network equipment located at DCb as defined within the CMDb.

4.28.2 DCb Service Scope

- 4.28.2.1 The Supplier will be responsible for DCb Service delivery for the hardware specified in the CMDB, subject to the equipment being located at DCb. The DCb Service does not include MAN connectivity.

4.28.3 DCb Service Activities

- 4.28.3.1 The Parties agree that the Supplier shall perform the following activities:

Activity	Description
Service Delivery Management	
Service Desk	
Problem Management	
Technical Change Management	
Configuration Management	
Release Management	
Service Level Management	
Availability Management	
Capacity Management	
Third Party Contract Management	

- 4.28.3.2 The Incident Management process to be provided by the Supplier will be in accordance with the following Service Levels:

Service Element			Service Level		
Incident Management Service Hours					
Incident Resolution					
Severity	Response Time	Restore Time	Resolve Time	Report Time	

Level				
1				
2				
3				
4				

The detailed technical design has been architected by a third party supplier to achieve 99.999% availability. In the event the design does not achieve such availability, four hours shall be added to each restore time detailed within 4.28.3.2 above.

4.28.4 Measurement

The Supplier shall provide TfL with information as to Incident Management performance levels. Such information shall be derived from Incident records maintained by the Secondary Service Desk.

4.28.5 Value points applicable

The Service Incentive Scheme applicable to the Incident Management process shall be as follows: Incident Management Value Points shall be credited to TfL when the Supplier fails to resolve or agree a Service Rectification Plan to resolve an Incident within the times defined within the DCb Service Incentive Table that forms part of this paragraph 4.28.5. The number of Value Points accrued will be accumulated based on the total time taken beyond the Service Level as shown in the DCb Service Incentive Table.

DCb Service Incentive Table		
Service Level - Incident Management	Target	Below Threshold Performance
Incident Management - Restore Time - Severity 1		
Incident Management - Restore Time - Severity 2		
Incident Management - Restore Time - Severity 3		
Incident Management - Restore Time - Severity 4		
Value Points		

4.28.6 TfL obligations

The provision of the DCb Service is subject to the following:

- 4.28.6.1 TfL shall ensure that all Incidents are routed via the Secondary Helpdesk
- 4.28.6.2 When logging Incidents, TfL shall use all reasonable endeavours to provide sufficient diagnostic information to allow the Supplier to progress Incidents without the need for routine call backs to TfL.
- 4.28.6.3 TfL shall use all reasonable endeavours to ensure that it does not report Incidents under this DCb Service which relate to equipment or networks that are not within the scope of the Agreement.
- 4.28.6.4 TfL shall permit the Supplier to contact a named person or group, where required, to perform remote fixes or to perform additional diagnostic activities.

- 4.28.6.5 TfL shall provide onsite access as required to resolve any Incidents.
- 4.28.6.6 TfL shall be responsible for the maintenance of all equipment and cabling that does not form part of the DCb Service.
- 4.28.6.7 The equipment shall be used and stored in accordance with the manufacturer's instructions.
- 4.28.6.8 TfL is responsible for the protection of all equipment connecting to the Network Devices covered by the DCb Service.
- 4.28.6.9 TfL shall not use the network devices, covered by the DCb Service in such a way as to maliciously or negligently:
- Burden servers, disk space, CPU, network or other resources of the Supplier or a third-party.
 - Use the network to cause a denial of service to Infrastructure Services or a third-party.
 - Commit fraud or in connection with a criminal offence.
 - To send, knowingly receive, upload, download, or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights.
 - To cause annoyance, inconvenience or needless anxiety to other users.
 - To spam or to send or provide unsolicited advertising or promotional material or, knowingly to receive responses to any spam, unsolicited advertising or promotional material sent or provided by any third party.
- 4.28.6.10 In the event that the Supplier reasonably believes TfL to be using the managed network devices in a negligent or malicious manner, then it may terminate a connection immediately until it is reasonably satisfied that TfL has removed the source of the breach. The Supplier is entitled to make charges for work undertaken in accordance with this and all related activities.

4.29 Network Break-Fix Cabling and Associated Services Base Service

4.29.1 Network Break-Fix Cabling and Associated Services

4.29.1.1 This paragraph 4.29 in its entirety describes the Network BreakFix Cabling and Associated Services which may be utilised by TfL on a time and materials basis for Emergency Repairs to the network equipment at LUL Stations, head office buildings and LUL train depots.

4.29.1.2 The objective of the Network Break-Fix Cabling and Associated Services is to provide a call-off mechanism for Emergency Repairs to enable the Supplier to attend the relevant LUL Station, head office building or LUL train depot to diagnose a Cabling Fault and where possible to repair the Cabling Fault at the time of diagnosing ("Diagnose And Repair") or where Diagnose And Repair is not possible at the time, to update the incident call and await a request to repair from TfL via the Incident Management Process. Following receipt of which, the Supplier shall produce and submit a detailed proposal to repair the Cabling Fault with separately costed work orders and submit to TfL for approval prior to commencing any repairs ("Proposal To Repair"). Where repair works exceed the value of approximately £3,000 then the Supplier shall produce a proposal via TfL's 'Service Request Management' ("SRM") process.

4.29.1.3 The Network Break-Fix Cabling and Associated Services shall

be implemented via engineering service credits purchased by TfL quarterly in advance and utilised on a time and materials basis, as and when required by TfL ("Engineering Credits").

- 4.29.1.4 At each quarterly contract review meeting, TfL and the Supplier shall confirm the quantity of Engineering Credits to be purchased. In the event that Engineering Credits purchased by TfL are exhausted prior to the following quarterly contract review meeting, any further Network Break-Fix Cabling and Associated Services utilised by TfL shall be tracked by the Supplier on a time and materials basis and invoiced to TfL at that following quarterly contract review meeting.

4.29.2 Network Break-Fix Cabling and Associated Services Service Scope

- 4.29.2.1 Where this call-off provision is utilised by TfL for Emergency Repairs, the Supplier will be responsible for providing Network Break-Fix Cabling and Associated Services, to encompass the following elements:
- 4.29.2.1.1 copper and fibre structured cabling break-fix support, as further described in paragraph 4.29.3.1.1 ("Copper And Fibre Structured Cabling Support");
 - 4.29.2.1.2 condition monitoring support of network cabling, as further described in paragraph 4.29.3.1.2 ("Condition Monitoring Support");
 - 4.29.2.1.3 industrial Moxa switch support and off-site Moxa switch spares holding, as further described in paragraph 4.29.3.1.3 ("Moxa Switch Support");
 - 4.29.2.1.4 clock and television system support and on-site clock and television system spares holding, as further described in paragraph 4.29.3.1.4 ("Clock And Television Support"); and
 - 4.29.2.1.5** additional break-fix access bookings and logistics, as further described in paragraph 4.29.3.1.8 ("Additional Break-fix Access Bookings and Logistics").

4.29.2.2 Service Level Agreement

- 4.29.2.2.1 Incident Management targets (via the Supplier's Secondary Service Desk):

Service Element	Service Level
Incident Management Service Hours	

All Cabling Faults will be logged by the Supplier Service Desk, who will pass on the Cabling Faults to its third party supplier.

4.29.2.2.2 Dependencies and Assumptions

Supplier's dependencies on other parties are:

- Work requests being granted through TfL's Change Management process.
- Work requests being granted through ARA access process.
- There is no frustrated access.

4.29.2.3 Operation Level Agreements (OLAs)

Due to the locations of Access Points (AP) i.e. Ticket Halls, Platforms and Walkways, extended SLA's are required for access to undertake any installation work to these or other devices.

Response time are dependent on the London Underground access and H&S (SABRE, Protection

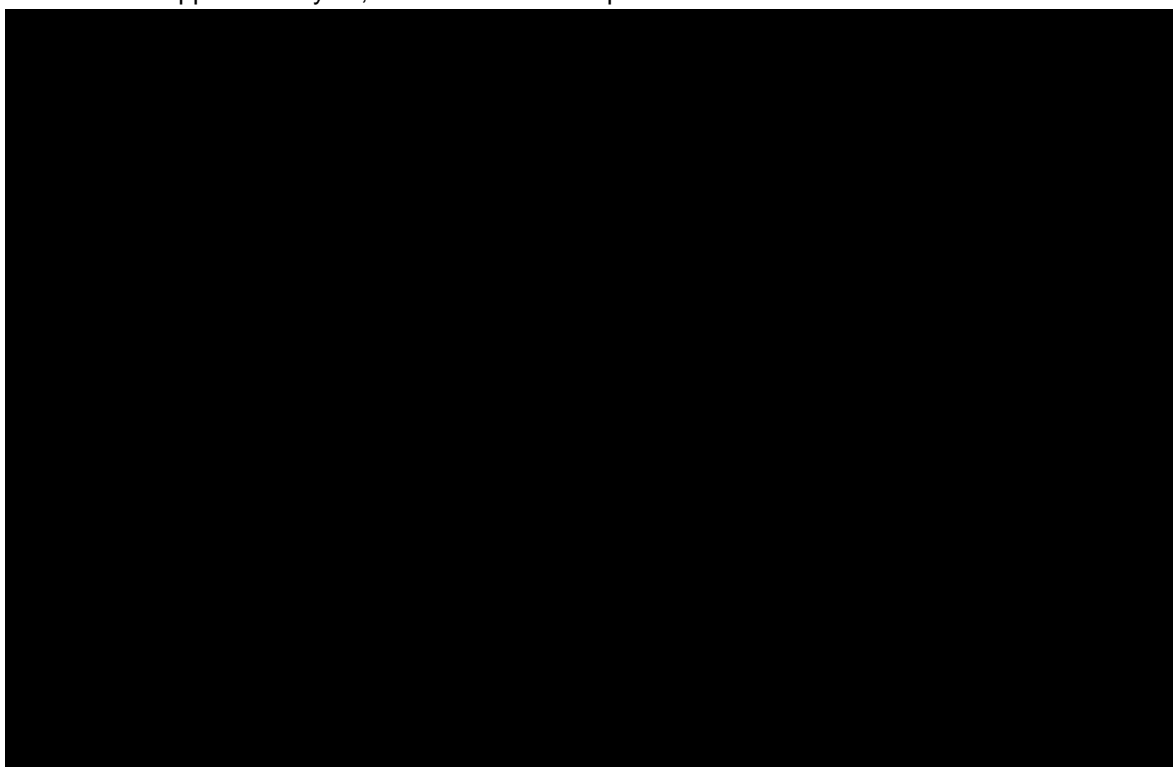
Master and CTAC) processes in place within Stations and operational locations.

Site visits for any installation work, will take place in the next available/approved engineering hour shift between the hours of 01:00 – 04:30.

The following table details the OLAs that are relevant to Cabling Faults:

Component	Target	Total loss of service and time to fix
Access Points located in head office buildings. Fibre, Copper and Condition monitoring structured cabling located within head office buildings. Moxa switches located in head office buildings.		
Access Points located in station environments. Fibre, Copper and Condition monitoring structured cabling located in station environments. Moxa switches located in station environments.		

The following process will be followed in the event that a full restore of service will exceed approximately £3,000 after the initial repair visit:



The above process is representative, and subject to change in the event that Supplier replaces its sub-contractor (currently listed as Installation Technology/ Itech)

4.29.3 Network Break-fix Cabling and Associated Services - Service Activities

4.29.3.1 The Parties agree that the Supplier shall perform the following activities under the Network Break-fix Cabling and Associated Services:

4.29.3.1.1 Copper And Fibre Structured Cabling Support:

4.29.3.1.1.1 Break-Fix Response

In relation to a Cabling Fault at LUL Stations, head office buildings and LUL train depots, the Supplier shall provide engineering resource to attend the relevant LUL Station, head office building or LUL train depot to Diagnose And Repair the Cabling Fault or where this is not possible at that time, to provide a Proposal To Repair the Cabling Fault.

Where the Supplier is notified of a Cabling Fault by TfL via the Supplier's Secondary Service Desk, the Supplier shall proceed to log such Cabling Fault and raise with its third party supplier responsible for providing Copper And Fibre Cabling Support.

The Supplier's third party supplier shall proceed to remotely diagnose the Cabling Fault and if required, provide engineering resource to attend the relevant LUL Station, head office building or LUL train depot within the following timescales (subject to the Supplier gaining all relevant access consents and approvals from TfL, including but not limited to SABRE approval, Protection Masters approval, Fire Head Isolations, etc.):

Head office buildings, LUL Stations and operational areas: Where a call is logged by the Supplier 's Secondary Desk with its third party supplier between 08:00 and 14:00, Monday to Friday excluding Public Holidays, engineering resource shall attend site during the next engineering shift (within 24 hours).

Where a call is logged by the Supplier's Secondary Service Desk with its third party supplier between 14:00 and 08:00, Monday to Friday excluding Public Holidays, engineering resource shall attend site during the second engineering shift (within 48 hours).

4.29.3.1.1.2 Incident Management

The Supplier shall provide call status update within 2 hours from the logging of a Cabling Fault from its Secondary Service Desk with its third party supplier and where required, additional call status updates shall be provided thereafter until resolution of the Cabling Fault. Such call status updates shall only apply between the hours of 08:00 and 17:00, Monday to Friday, excluding Public Holidays.

4.29.3.1.1.3 Access and Protection Requirements

On logging of a fault as a Cabling Fault, the Supplier shall generate a fault number and raise the Cabling Fault with its third party supplier responsible for providing Copper and Fibre Cabling Support. The Supplier's third party supplier shall then proceed to remotely investigate the Cabling Fault and where site attendance is deemed necessary to further investigate, book urgent SABRE access to the required LUL Station, head office building or LUL train depot.

Dependant on the response times under paragraph 4.29.3.1.1.1, the Supplier's third party supplier shall attend site to either Diagnose And Repair the Cabling Fault or where this is not possible, to provide a Proposal To Repair the Cabling Fault for TfL approval prior to commencing resolution of such Cabling Fault.

4.29.3.1.2 Condition Monitoring Support

4.29.3.1.2.1 Break-Fix Response

In relation to Cabling Faults due to environmental factors (UTP and single and Multimode Fibre Cabling) at LUL Stations, head office buildings and LUL train depots (for example due to Cabling Faults within the operational environment caused by station refurbishment works or other TfL station/building wide projects) the Supplier shall provide engineering resource to attend the relevant LUL Station, head office building or LUL train depot to Diagnose And Repair the Cabling Fault or where this is not possible at that time, to provide a Proposal To Repair the Cabling Fault.

Where the Supplier is notified of a Cabling Fault by TfL, via the Supplier's Secondary Service Desk, the Supplier shall proceed to log such Cabling Fault and raise with its third party supplier responsible for providing Condition Monitoring Support.

The Supplier's third party supplier shall remotely diagnose the Cabling Fault and if required, provide engineering resource to attend site within the following timescales (subject to the Supplier gaining all relevant access consents and approvals from TfL, including but not limited to SABRE approval, Protection Masters approval, Fire Head Isolations, etc.).

Head office buildings, LUL Stations and operational areas: where a call is logged by the Supplier's Secondary Service Desk with its third party supplier between 08:00 and 14:00, Monday to Friday excluding Public Holidays, engineering resource shall attend site during the next engineering shift (within 24 hours).

Where a call is logged by the Supplier with its third party supplier between 1400 and 0800, Monday to Friday except Public Holidays, engineering resource shall attend site during the second engineering shift (within 48 hours).

4.29.3.1.2.2 Incident Management

The Supplier shall provide call status update within 2 hours from the logging of a Cabling Fault from its Secondary Service Desk with its third party supplier and where required, additional call status updates shall be provided thereafter until resolution of the Cabling Fault. Such call status updates shall only apply between the hours of 08:00 and 17:00, Monday to Friday, excluding Public Holidays.

4.29.3.1.2.3 Access and Protection Requirements

On logging of a fault as a Cabling Fault, the Supplier shall generate a fault number and raise the Cabling Fault with its third party supplier responsible for providing Copper and Fibre Cabling Support. The Supplier's third party supplier shall then proceed to remotely investigate the Cabling Fault and where site attendance is deemed necessary to further investigate, book urgent SABRE access to the required LUL Station, head office building or LUL train depot.

Dependant on the response times under paragraph 4.29.3.1.2.1, the Supplier's third party supplier shall attend site to either Diagnose And Repair the Cabling Fault or where this is not possible, to provide a Proposal To Repair the Cabling Fault for TfL approval prior to commencing resolution of such Cabling Fault.

4.29.3.1.3 Moxa Switch Support

4.29.3.1.3.1 Break-Fix Response

In relation to Cabling Faults due to faulty and/or damaged Moxa switches, the Supplier shall provide engineering resource to attend the relevant LUL Station, head office building or LUL train depot to Diagnose And Repair the Cabling Fault or where this is

not possible at that time, to provide a Proposal To Repair the Cabling Fault for TfL approval prior to commencing resolution of such Cabling Fault (including hardware, installation and decommission of the operational equipment)

Calls logged with the Supplier's Secondary Service Desk relating to Moxa Switch Support will require the following information to be provided by TfL, in accordance with the current fault management logging process, otherwise this may result in delays in booking access, including:

- a) TfL fault reference number;
- b)** LUL Station, head office building or LUL train depot location; and (c) description of the Cabling Fault.

Where the Supplier is notified of a Cabling Fault by TfL, via the Supplier's Secondary Service Desk, the Supplier shall proceed to log such Cabling Fault and raise with its third party supplier responsible for providing Moxa Switch Support.

The Supplier's third party supplier shall remotely diagnose the Cabling Fault and if required, provide engineering resource to attend site within the following timescales (subject to the Supplier gaining all relevant access consents and approvals from TfL, including but not limited to SABRE approval, Protection Masters approval, Fire Head Isolations, etc. and availability of spares holding or other parts required).

Head office buildings, LUL Stations and operational areas: Where a call is logged by the Supplier with its third party supplier between 08:00 and 14:00, Monday to Friday excluding Public Holidays, engineering resource shall attend site during the next engineering shift (within 24 hours).

Where a call is logged by the Supplier with its third party supplier between 14:00 and 08:00, Monday to Friday excluding Public Holidays, engineering resource shall attend site during the second engineering shift (within 48 hours).

4.29.3.1.3.2 Incident Management

The Supplier shall provide call status update within 2 hours from the logging of a Cabling Fault from its Secondary Service Desk with its third party supplier and where required, additional call status updates shall be provided thereafter until resolution of the Cabling Fault. Such call status updates shall only apply between the hours of 08:00 and 17:00, Monday to Friday, excluding Public Holidays.

4.29.3.1.3.3 Access and Protection Requirements

On logging of a fault as a Cabling Fault the Supplier shall raise a fault number and proceed to log the Cabling Fault with its third party supplier responsible for providing Moxa Switch Support. The Supplier's third party supplier shall then proceed to remotely investigate the Cabling Fault and where site attendance is deemed necessary to further investigate, to book urgent SABRE access to the required site.

Dependant on the response times under paragraph 4.29.3.1.3.1, the Supplier's third party supplier shall attend site to either Diagnose And Repair the Cabling Fault or where this is not possible, to provide a Proposal To Repair the Cabling Fault for TfL approval prior to commencing resolution of such Cabling Fault.

4.29.3.1.3.4 Off-site Spares Holding

Moxa Switch Support shall include the provision of hardware spares purchased by TfL and agreed by TfL and the Supplier at quarterly contract review meetings. Such spares shall be used to replace faulty and/or damaged Moxa switches and power supplies diagnosed by the Supplier's third party supplier.

The off-site spares holding shall be stored by the Supplier's third party supplier responsible for providing Moxa Switch Support, at its premises.

The following warranty provisions for such spares holdings shall apply:

- a) Moxa switches: 5 year warranty from purchase as standard; and
- b) "Din" mount PDU's: 3 year warranty from purchase as standard.

4.29.3.1.4 Clock And Television System Support

The provision of Clock And Television system support at LUCC Palestra, Southwark, to cover the following systems:

- a) 6th floor synchronised clock system (LUCC): the support of roof-mounted antennas and 6th floor clocks;
- b) 6th floor FreeSAT television system: the support from the roof-mounted satellite dish to the co-axial connector at the interface with the end point televisions and/or decoders on the 6th floor; and
- c) digital terrestrial television system: the support from the roof-mounted antenna to the co-axial connector at the interface with the end point televisions and/or decoders on all associated floors within the building.

Should the analysis and/or replacement of the satellite dish or television antenna be necessary, then this may lead to a delay whilst permits to undertake rooftop work are approved by TfL. In which event, the Supplier's third party supplier shall work with TfL facilities at LUCC Palestra to minimise delays.

4.29.3.1.4.1 Out of scope of Clock And Television System Support:

The following are outside the scope of Clock And Television System Support:

- (a) all faults (including Cabling Faults) attributed to Clock And Television System Support caused by the effects of a lightning strike;
- (b) replacement of structured co-axial infrastructure which is non-resilient to each television. As such if the co-axial infrastructure were found to be faulty, new cabling required to resolve this issue would be out of scope;
- (c) replacement of Category 6 UTP structured cabling, which the clock system uses for distribution across the 6th floor. As such replacement of category 6 UTP structured cabling required to resolve this issue would be out of scope; and
- (d) televisions and/or decoders connected to the FreeSAT television system or the digital terrestrial television system. In order to diagnose such faults, Freeview and FreeSAT set-top boxes and a suitable television will be purchased as part of the maintenance spares. In the event of an issue with the satellite and/or digital terrestrial television system, the spares television shall be connected to the appropriate feed in order to prove or disprove that the core service equipment is working. If the fault is attributable to a television and/or decoder,

the fault shall be passed back to TfL via TfL Facilities. Faults of this type, where the issue sits with TfL and/or another party, shall be subject to Engineering Credits.

4.29.3.1.4.2 On-site Spares Holding

An appropriately sized storage-box will be provided by the Supplier, containing the following spares for the Clock and Television System Support, to be securely stored at a designated location (as agreed by TfL and the Supplier) within LUCC Palestra which is accessible to the Supplier's third party supplier in the event of a Cabling Fault:

- a) 1 x rack mounted master clock;
- b) 1 x rack mounted switching unit;
- c) 1 x double-sided ceiling-mounted clock unit; and (d) 2 x Wall mounted Clock Units.

Any further On-Site Spares Holding shall be agreed by TfL and the Supplier at quarterly contract review meetings.

4.29.3.1.5 Additional break-fix access bookings and logistics

4.29.3.1.5.1 The provision of Network Cabling Break-Fix and Associated Services shall include the following:

- a) A Secondary Service Desk 24x7x365 for call handling and fault logging;
- b) Completion of OAN and SABRE access approval, with 21 days lead time for LUL Stations and 28 days lead time for track (platform) access and LUL train depots;
- c) Completion of risk assessments and method statements required for access to the relevant LUL Station, head office buildings and LUL train depots;
- d) Booking of fire isolation as required; and
- e)** Booking access and 'Works Access Systems' in TfL head office buildings and completion of method statements.

4.29.3.1.6 Value Points

The Service Incentive Scheme shall not apply to the Network Break-fix Cabling and Associated Services.

4.29.4.1 TfL Obligations

The provision of the Network Break-fix Cabling and Associated Services is subject to the following:

4.29.4.1.1 TfL shall ensure that all Cabling Faults are routed via the Supplier's Secondary Service Desk;

4.29.4.1.2 When logging Cabling Faults, TfL shall use all reasonable endeavours to provide sufficient diagnostic information to allow the Supplier to progress Cabling Faults without the need for routine call backs to TfL.

4.29.4.1.3 TfL shall use all reasonable endeavours to ensure that it does not report faults under this Network Break-fix Cabling and Associated Services which relate to equipment or networks that are not within the scope.

4.29.4.1.4 TfL shall permit the Supplier to contact a named person or group, where required, to perform remote fixes or to perform additional diagnostic activities.

4.29.4.1.5 TfL shall provide onsite access as required to resolve any Cabling Faults.

4.29.4.1.6 TfL shall be responsible for the maintenance of all equipment and cabling that does not form part of the Network Break-fix Cabling and Associated Services.

4.29.4.1.7 The equipment shall be used and stored in accordance with the manufacturer's instructions.

4.29.4.1.8 TfL is responsible for the protection of all equipment connecting to the network devices covered by the Network Break-fix Cabling and Associated Services.

4.29.4.1.9 TfL shall not use the network devices, covered by the Network Break-fix Cabling and Associated Services in such a way as to maliciously or negligently:

- Burden servers, disk space, CPU, network or other resources of the Supplier or a third-party.
- Use the network to cause a denial of service to Infrastructure Services or a third-party.
- Commit fraud or in connection with a criminal offence.
- To send, knowingly receive, upload, download, or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights.
- To cause annoyance, inconvenience or needless anxiety to other users.
- To spam or to send or provide unsolicited advertising or promotional material or, knowingly to receive responses to any spam, unsolicited advertising or promotional material sent or provided by any third party.

Schedule 5

Service Incentive Mechanism and Reporting

5.1 Introduction

5.1.1 Scope

This Schedule sets out the Supplier's obligations with regard to:

- 5.1.1.1 the measurement and reporting of its performance of the Services as set out in paragraph 5.2 of this Schedule;
- 5.1.1.2 the Service Incentive Scheme as set out in paragraph 5.3 of this Schedule; and
- 5.1.1.3 the measurement and reporting of User satisfaction with the Services and the production of the Customer Satisfaction Scorecard as set out in paragraph 5.5.

5.1.2 Principles

The Supplier shall throughout the Term:

- 5.1.2.1 measure its performance of the Services on a continuous basis and issue Service Reports in accordance with paragraph 5.2 of this Schedule;
- 5.1.2.2 provide those remedies for below Target Service Level performance as set out in the Service Incentive Scheme; and
- 5.1.2.3 use the findings from the Service Reports and Customer Satisfaction Scorecard to drive improvements to the Services.

5.2 Service Measurement and Reporting

- 5.2.1 The Supplier shall measure and report on its performance against both the Threshold Service Levels and Target Service Levels.
- 5.2.2 A Service Report shall be issued at monthly intervals, not more than 5 Business Days following the end of the relevant calendar month. The exact content and format of the Service Report shall be agreed from time to time at Service Review Meetings. Such content shall

include the separation of performance measurement for each of the Sites for each of the TfL Group Members. Typical Service Report contents are listed below and shall comprise the following documents:

- 5.2.2.1 management summary, in a dashboard format with red, amber and green colour coding indicating degree of compliance with Target Service Levels and Threshold Service Levels.
- 5.2.2.2 management summary, in a dashboard format with red, amber and green colour coding indicating degree of compliance with targets. High Lights and Low Lights for the reporting period in a dashboard format with red, amber and green colour coding indicating degree of compliance with Target Service Levels and Threshold Service Levels; and
- 5.2.2.3 Service Report summary which shall include:
 - 5.2.2.3.1 Interconnect Availability and Availability for Standard Data by User Group (UG);
 - 5.2.2.3.2 Incident volumes logged, by severity and closed within the Measurement Window (for the avoidance of doubt, Incidents that are open shall be carried forward to the next Service Report);
 - 5.2.2.3.3 Problem Resolution performance, by severity;
 - 5.2.2.3.4 Network performance;
 - 5.2.2.3.5 Internet Connection Availability;
- 5.2.2.4 Service Incentive Scheme;
- 5.2.2.5 Incidents open at Measurement Window end;
- 5.2.2.6 Scheduled outages during Measurement Window;
- 5.2.2.7 Summary of Severity 1 and 2 Incidents;
- 5.2.2.8 Interim Incident Report performance (Severity 1 and 2 incidents);
- 5.2.2.9 Major Incident Report performance;
- 5.2.2.10 IP addresses requested;

- 5.2.2.11 IP addresses allocated;
- 5.2.2.12 Service Requests received;
- 5.2.2.13 Service Requests completed;
- 5.2.2.14 Service Request performance;
- 5.2.2.15 Requests for Change received;
- 5.2.2.16 Requests for Change completed;
- 5.2.2.17 Unsuccessful Changes;
- 5.2.2.18 Requests for Change outstanding;
- 5.2.2.19 Network Capacity threshold alerts (to be defined during the Transition Phase);
- 5.2.2.20 Highest traffic links (to be defined during the Transition Phase);

and, in addition to the above reports, access to unfettered data on the Services and access to Supplier reporting data via a web browser.

- 5.2.2.21 The Supplier's Service Delivery Manager shall produce the Service Reports and distribute to TfL nominated recipients. The Service Reports shall be reviewed at Service Review Meetings, and any performance issues, corrective actions and improvements shall be agreed between the Supplier's Service Delivery Manager and the TfL representative. The under achievement of any Service Levels for which Service Credits apply shall be agreed at these Service Reviews.

5.3 Service Incentive Scheme

5.3.1 Purpose and Scope

This Section sets out the Service Incentive Scheme that shall apply with respect to the Services and is designed to incentivise the achievement by the Supplier of the Target Service Levels.

5.3.2 Measurement Window

For the purposes of the Service Incentive Scheme the Measurement Window shall be one calendar month which shall, unless otherwise agreed between the Parties in writing, commence on the first calendar day of the month and end on the last calendar day of that month (the "**Measurement Window**").

5.3.3 Performance Below Target Service Levels

In the event that the performance of any of the Services falls below its relevant Target Service Level described in the Service Incentive Table for any Measurement Window during the Term, the Supplier shall develop, within five (5) Business Days or within such longer time period as TfL may agree, a Service Rectification Plan for TfL's prior written approval detailing those activities necessary to ensure that the performance of the Services meets or exceeds such Target Service Level.

Upon TfL giving its written approval to such Service Rectification Plan, the Supplier shall promptly perform the activities described in that plan in accordance with any timescales that may be set out therein.

5.3.4 Performance between Threshold Service Levels and Target Service Levels

In the event that the performance of the Services falls between the range of the relevant Target Service Level and the relevant Threshold Service Level for any two (2) Measurement Windows in any Quarter, then the Supplier shall:

5.3.4.1 develop, within five (5) Business Day's or within such longer time period as TfL may agree, a Service Rectification Plan, for TfL's prior written approval, detailing those activities necessary to ensure that the performance of the Services meets or exceeds the relevant Target Service Level; and

5.3.4.2 award to TfL the corresponding amount of T Value Points as set out in the Service Incentive Table below.

5.3.5 Performance Below Threshold Service Levels

5.3.5.1 In the event that the performance of any of the Services falls below the relevant Threshold Service Level performance described in the Service Incentive Table below for any Measurement Window during the Term, the Supplier shall:

5.3.5.1.1 develop, within five (5) Business Day's or within such longer time period as TfL may agree, a Service Rectification Plan, for TfL's prior written approval, detailing those activities necessary to ensure that the performance of the Services meets or exceeds the relevant Target Service Level; and

5.3.5.1.2 award to TfL the corresponding amount of Value Points as set out in the Service Incentive Table

below.

5.3.5.2 Upon TfL giving its written approval to such Service Rectification Plan, the Supplier shall promptly perform the activities described in that plan in accordance with any timescales that may be set out therein.

5.3.5.3 Therefore, by way of example, if the Supplier achieves a performance in any Measurement Window of T-2 for UG1 Interconnect Network availability, the Supplier shall be required to develop and implement both a Service Rectification Plan to remedy this and award TfL forty (40) Value Points.

5.3.6 Value Points

5.3.6.1 Service credits for any failure to perform the Services in accordance with the required Service Levels set out in the Service Incentive Table below shall be awarded in the form of Value Points. One Value Point shall be equal to 0.02% of the Base Service Charges for that Quarter.

5.3.6.2 The performance figures for the Services shall be measured as against each Measurement Window and the Value Points for each month totalled on a Quarterly basis.

5.3.6.3 Value Points shall be credited to TfL up to a maximum of 550 points per Quarter. Service Credits shall be 'banked' by TfL up to the value of one hundred thousand pounds sterling (£100,000) and drawn down as project/consultancy man-days and must be used within twelve months of their award. Should the bank exceed £100,000 then TfL can take the balance as credit against the invoice of Charges for the next Quarter.

5.3.7 Over Achievement by the Supplier

Should the Supplier's performance exceed any of the Target Service Levels for any Measurement Window then it shall deduct that number of Value Points from the Value Points accrued by TfL down to a maximum of zero Value Points as set out in the Service Incentive Table below. Value Points deducted under this scheme can only be allocated against the same Service Level that incurred the original Value Points. The Parties agree that over performance in one Service Level by the Supplier cannot be used to compensate for under performance in another Service Level.

5.3.8 Persistent Site Default

The Supplier acknowledges that TfL is concerned that all Sites should meet or exceed the

Target Service Levels set out in the Service Incentive Table below. Notwithstanding the other obligations under this paragraph 5.3 in the event that the Supplier fails to achieve the Target Service Levels but is above the Threshold Service Level for any Site during any two (2) consecutive Measurement Windows, or, in the event that the Supplier falls below the Threshold Service Level for any Site for any Measurement Window, the Supplier shall develop within five (5) Business Days or within such longer time period as TfL may agree, a Service Rectification Plan for TfL's prior written approval, detailing those activities necessary to ensure that the performance of the Services for that Site meets or exceeds the relevant Target Service Level. Upon TfL giving its written approval to such Service Rectification Plan, the Supplier shall promptly perform the activities described in that plan in accordance with any timescales that may be set out therein.

5.3.9 Environmental Factors

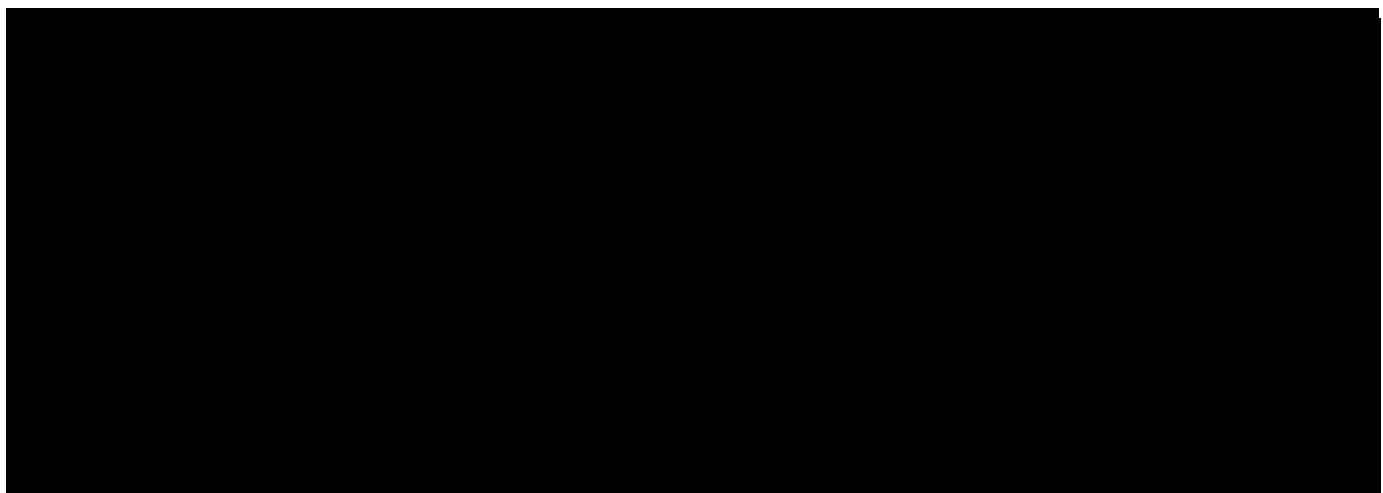
The Supplier shall use its Network monitoring tools to Monitor and manage the Network in accordance with the terms of this Agreement. However, for clarity, any Incidents resulting directly from environmental conditions that are beyond the reasonable control of the Supplier shall not count towards Service Levels and the Service Incentive Mechanism in Schedule 5 provided the Supplier has taken all reasonable steps to be pro-active in raising environment requirements which TfL shall comply with. For the avoidance of doubt, however, they shall still be recorded as Network faults in the Service Reports.

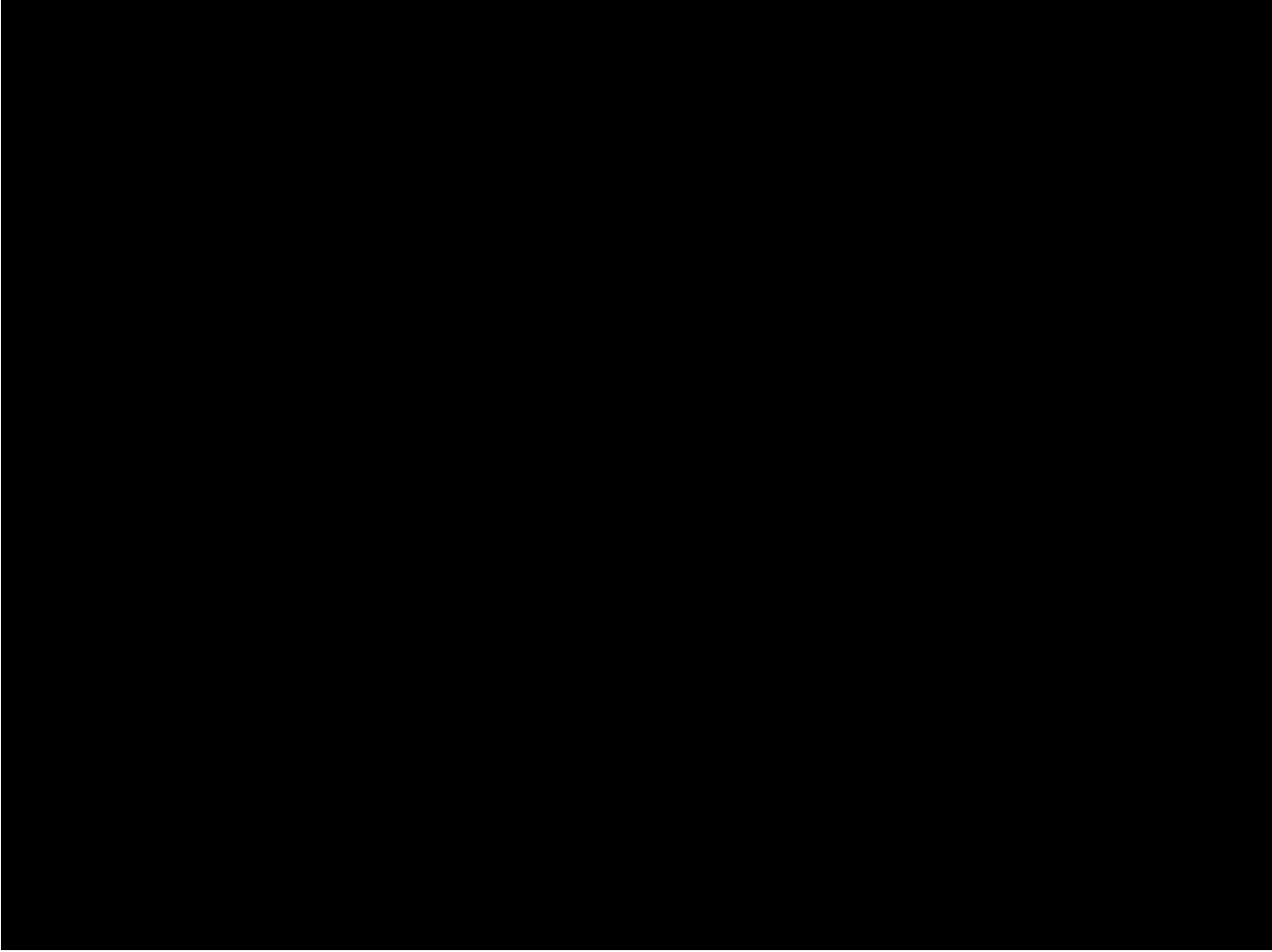
5.3.10 Persistent Default

Should the Supplier achieve on or below T-4 performance as provided in the Service Incentive Table for Network Availability for a consecutive period of three (3) Measurement windows or any four (4) Measurement Windows within a period of five (5) Measurement Windows, then it shall be considered a Persistent Default.

5.3.11 Service Incentive Table

The Threshold Service Levels and Target Service Levels for the Services are as follows:





5.3.12 UG0 User Groups

5.3.12.1 As at the Effective Date, the UG0 User Group shall have those Target Service Levels and Threshold Service Levels as set out in the Service Incentive Table above.

5.3.12.2 The Supplier acknowledges that one of TfL's strategic goals during the Term is for the Target Service Levels and Threshold Service Levels to be increased such that all Sites within the UG0 User Group shall have as their respective Service Levels not less than the following Availability requirements:

5.3.12.2.1 a Target Service Level for Availability of the Interconnect Network at 99.99%;

5.3.12.2.2 a Target Service Level for Availability for the Standard Data Network of 99.99%;

5.3.12.2.3 a Threshold Service Level for Availability of the Interconnect Network of 99.95%; and

5.3.12.2.4 a Threshold Service Level for Availability of the Standard Data Network of 99.95%

(the “**TfL UG0 Strategic Goal**”).

5.3.13 The above increases in the Target Service Level and the Threshold Service Levels shall be achieved by the Supplier agreeing with TfL such actions as TfL may require from time to time during the Term which may include improvements to the environmental conditions of the Networks, undertaking Continuous Service Improvement, undertaking the Costed Transformation Projects and such other Project Call Offs as TfL may require. Upon the completion of any of the foregoing activities, the Parties shall agree a Contract Variation to agree the relevant increases in the UG0 Target Service Levels and UG0 Threshold Service Levels and any variations to the Agreement.

5.3.14 For the avoidance of doubt, until such time as the Contract Variation referenced in paragraph 5.3.13 above is agreed, the Supplier's performance of the Services for the UG0 Group shall be measured in accordance with the Target Service Levels and Threshold Service Levels set out in the Service Incentive Table above. Such performance and the TfL UG0 Strategic Goal for the above increases in the Target Service Levels shall be discussed at the Service Review Meetings and Contract Review Meetings. In the event that TfL requires that certain Sites it considers to be important meet the TfL UG0 Strategic Goal, the Parties shall discuss this at the Contract Review Meeting and agree a plan of action with regard to such TfL UG0 Strategic Goal which may include separating certain Sites from the UG0 User Group and allocating them to the UG1 User Group and agree such plan of action by way of Contract Variation.

5.4 Measures

5.4.1 Network Availability

Network Availability shall be measured for each of the User Groups. For reporting purposes the Supplier will report network availability to Site Level.

5.4.2 Incident Management

Incident Management Value Points shall be credited to TfL when the Supplier fails to resolve or agree a Service Rectification Plan to resolve an Incident within the times defined within the Service Incentive Table above. The number of Value Points accrued will be accumulated based on the total time taken beyond the Service Level as shown in the Service Incentive Table.

5.4.3 Network Performance

5.4.3.1 The Supplier shall measure the Latency of the Network and report to TfL on a monthly basis as part of the Service Report. Where the Network fails to achieve agreed Latency performance targets as a result of Supplier failure to perform its obligations then TfL shall be credited Value Points in addition to the Supplier's obligations to develop a Service Rectification Plan as set out in this Service Incentive Regime.

5.4.3.2 The method of measuring Network Latency performance and the number of Value Points that shall be applicable, shall be defined and agreed during the Transition Phase and shall be recorded in accordance with the Contract Variation Procedure.

5.4.4 Internet Connection Availability

The Supplier shall measure the Availability of the Internet to TfL as measured by the circuit connection provided by the Supplier to the Network as described in Schedule 6.

5.4.5 Service Reports

The Supplier shall provide monthly Service Reports within five (5) Business Days after the end of each respective calendar month. Value Points shall be awarded to TfL for any late delivery of the Service Report.

5.4.6 Technical Changes – Technical Change Management Process

The Service Level and applicable Value Points shall be agreed for any Technical Changes between the Parties during the Transition Phase.

5.4.7 CMDB

The Supplier shall maintain a CMDB for Network equipment throughout the Term in such format as the Parties shall agree. The CMDB shall be audited for accuracy of the data records by TfL on an annual basis against a representative sample of least 100 Configuration Item records of data. Failure to achieve the relevant Threshold Service Level for accuracy of data shall result in that number of Value Points being awarded to TfL as set out in the Service Incentive Table.

5.5 Customer Satisfaction Measurement

5.5.1 Customer Satisfaction Scorecards

5.5.1.1 The Supplier shall use scorecards to assess the TfL's satisfaction with the Services.

5.5.1.2 The content of the scorecard shall be reviewed and agreed

annually. The Scorecard content shall include, but not be limited to recorded Service Level metrics and measures based on the User and business perception of the Services (the “**Customer Satisfaction Scorecard**”).

- 5.5.1.3 The customer Satisfaction Scorecard shall be typically broken down into a number of categories of which each have a subset of specific questions. The following six (6) categories form the Customer Satisfaction Scorecard along with the further two generic business development questions:

1. vision & strategy;	
2. contract Value;	
3. relationships;	
4. resources;	
5. service; and	
6. projects and Technical Changes	
Business	What can the Supplier do to improve its standing in your organisation?
Development	How can the Supplier best develop & grow to the benefit of the TfL Group Members?

- 5.5.1.4 The Customer Satisfaction Scorecard template includes an 'importance' rating which allows the scorecard to be weighted to the categories & sub-categories that are most important to TfL.

- 5.5.1.5 The Supplier shall request TfL Group IM Head of Service Delivery to complete a Customer Satisfaction Scorecard at quarterly intervals on a face-to-face basis. All six categories shall be scored annually, and categories 2, 3, 4, and 5 shall be scored on a Quarterly basis.

- 5.5.1.6 The Supplier's Account Director shall manage the following activities:

- 5.5.1.6.1 scheduling of Customer Satisfaction Scorecard completion;

- 5.5.1.6.2 agreeing measures to address low scores;
- 5.5.1.6.3 adding improvements and corrective measures to the TfL Account or Service Improvement Programme; and
- 5.5.1.6.4 reporting the Customer Satisfaction Scorecard results to the Supplier's customer satisfaction Manager for analysis and recording.

5.6 Customer Satisfaction Interview Programme

- 5.6.1 The Supplier shall invite a senior TfL representative to an annual interview under the Customer satisfaction interview programme (CSIP). The interviews shall be conducted by an independent agency using standard industry benchmarking questions.
- 5.6.2 The CSIP interview shall be targeted at the TfL Group IM Director and can involve a group discussion with more than one TfL director or senior manager. Each interview is conducted with the following set of drivers, although there is also an opportunity to tailor the interview to by asking TfL account specific questions:
 - 5.6.2.1 overall perception;
 - 5.6.2.2 understanding TfL's requirements;
 - 5.6.2.3 pro-activity;
 - 5.6.2.4 service provided by key contacts;
 - 5.6.2.5 project delivery;
 - 5.6.2.6 day to day support;
 - 5.6.2.7 communication;
 - 5.6.2.8 ease of doing business;
 - 5.6.2.9 comparison with other suppliers; and
 - 5.6.2.10 current and future expectations.
- 5.6.3 For comparison purposes all measurement activities are carried out against the score of 1-10, where 1 equals the lowest level of customer satisfaction and 10 equals customer delight. These scores are measured against the key drivers for TfL. The improvement in performance over the past year is also measured.
- 5.6.4 The Suppliers' Account Director shall agree an improvement plan with TfL within 30 days of the reports being published. The agreed improvements and corrective measures shall feed into the Service Improvement Programme.

- 5.6.5 Where an interview attracts a low CSIP score (i.e. overall satisfaction score of 5 or less) a telephone follow up interview shall be conducted 3 months after the publication of the original interview report.

Schedule 6

Technical Specification

6.1 Scope of Services

The Services provided by the Supplier are detailed in Schedule 4 of this Agreement.

6.2 Network Assets

6.2.1 Overview of Annexes

- 6.2.1.1 Schedule 24 and the Annexes to Schedule 6 of this Agreement list the Network equipment and Sites that shall be managed by the Supplier as part of the Services.
- 6.2.1.2 Annex A to Schedule 6 lists the Sites by User Groups.
- 6.2.1.3 Annex B to Schedule 6 lists the details of the Data Circuits, not limited to leased circuits and optical fibre, which shall be managed by the Supplier as part of the Services detailed in Schedule 4.
- 6.2.1.4 Schedule 24 lists both the TfL equipment and the Sites at which the equipment is located that shall be managed by the Supplier, including any non TfL owned and/or managed Sites.
- 6.2.1.5 Where new or additional equipment or circuits are identified for inclusion in scope then this shall be subject to the Technical Change Management Process.

Annex A: Not used - Sites by User Groups are detailed in the CMDDB

Annex B – Not used - Data Circuits details are contained within the CMDDB

Schedule 7

Transformation

7.1 Scope

- 7.1.1 This Schedule sets out those transformational projects that TfL may require from the Supplier from time to time during the Term in accordance with the terms of this Agreement.
- 7.1.2 Any transformational projects required by TfL shall be effected as a Project Call Off in accordance with the procedure for such Call Offs set out in Schedule 15.
- 7.1.3 The Supplier hereby agrees that the Charges for each of the transformational projects set out in paragraphs 7.2 – 7.6 of this Schedule (the “**Costed Transformation Projects**”) shall be as set out in Schedule 14.
- 7.1.4 Not used.
- 7.1.5 TfL hereby reserves the right at any time to reject the Transformation Plan for any or all of the Costed Transformational Projects and extract the Transformation Charges and benefits for such projects specified in Annex C of Schedule 14 or otherwise set off those Transformation Charges from the Charges and benefits and review the Service Levels for the affected Sites.
- 7.1.6 Other Transformational Projects
 - 7.1.6.1 From time to time during the Term, TfL may require that the Supplier shall undertake additional transformational projects agreed pursuant to the Call Off Procedure for projects set out in Schedule 15.
 - 7.1.6.2 Such transformational projects shall have as their goal any or all of the following:
 - 7.1.6.2.1 improved Service Levels;
 - 7.1.6.2.2 increased customer satisfaction as measured by the Customer Satisfaction Scorecard: and/or
 - 7.1.6.2.3 reduction in the Charges.

7.1.7 The Supplier's approach to all transformational projects shall be as follows:

- 7.1.7.1 any proposed solution to replace or refresh existing data network infrastructure shall be scaleable, affordable and technically suitable for the task;
- 7.1.7.2 where the functionality of the existing Network equipment can be combined to reduce the amount of Network hardware and on-going support costs this has been included;
- 7.1.7.3 the Supplier shall look to limit the number and type of Network devices to provide a consistent performance across the estate, reduce cost and simplify maintenance and on-going support; and
- 7.1.7.4 the Supplier shall look to combining tasks at a Site, to reduce the number of Site visits and reduce cost and to incorporate any operational improvements for the Services.

The Costed Transformation Projects are as follows:

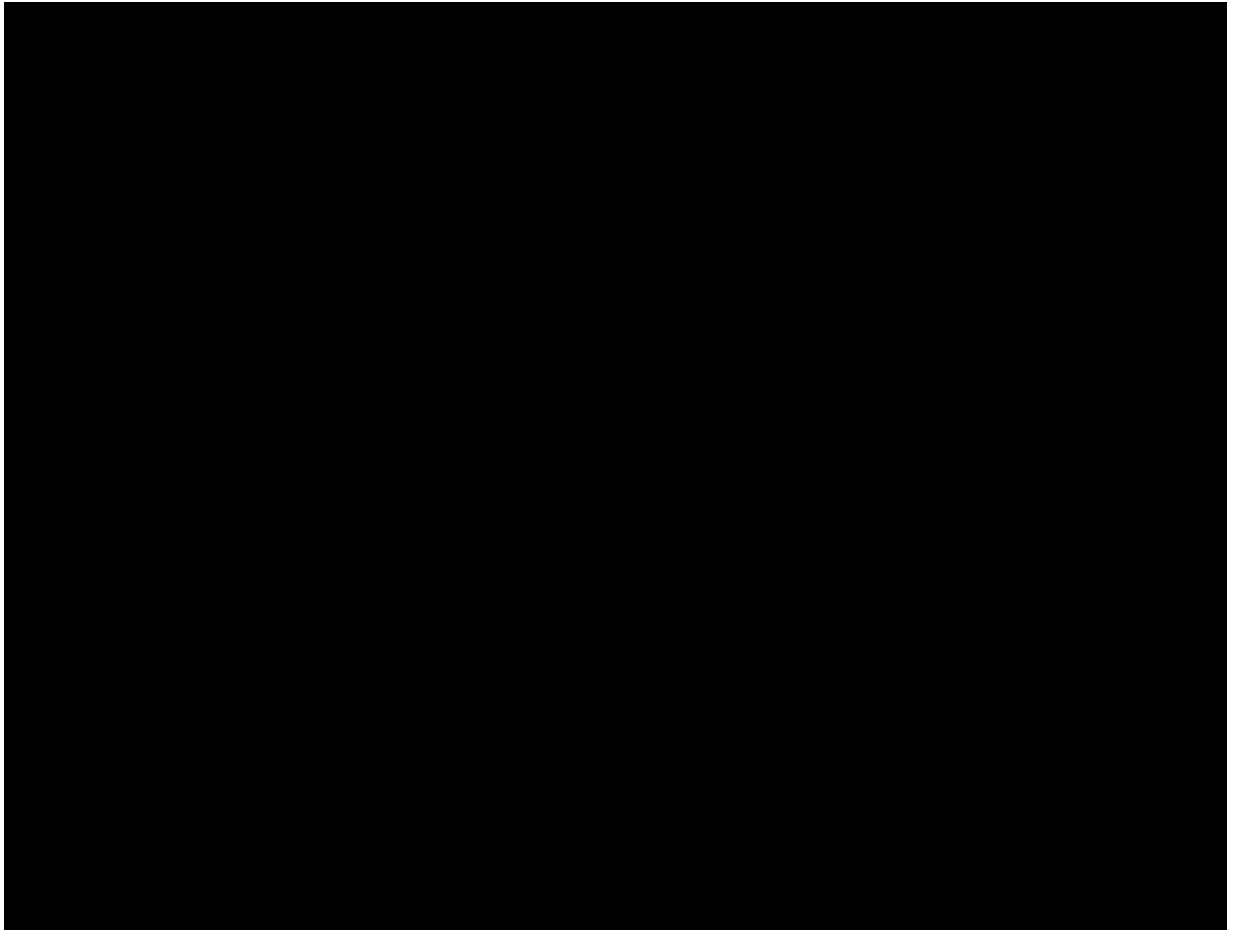
- 7.2 Not used
- 7.3 Not used
- 7.4 Not used
- 7.5 Not used
- 7.6 Not used
- 7.7 Other Transformational Projects

From time to time during the Term, TfL may require that the Supplier shall undertake additional transformational projects agreed pursuant to the Call Off Procedure for projects set out in Schedule 15.

Schedule 8

Representations

- 8.1 The Supplier has made the following representations to TfL regarding its capability to provide the Services and its financial standing:



(together, the “**Representations**”).

Schedule 9

Contract Variation Procedure

9.1 Principles

- 9.1.1 Any change to the Services shall at all times be in accordance with the Contract Variation Procedure set out below.
- 9.1.2 Until such time as the change is approved in accordance with this Contract Variation Procedure, the Supplier shall, unless otherwise agreed in writing, continue to supply the Services as if the request or recommendation had not been made.
- 9.1.3 Any discussions which may take place between TfL and the Supplier in connection with a request or recommendation before the authorisation of a resultant change to the Services shall be without prejudice to the rights of either Party.
- 9.1.4 Any work undertaken by the Supplier or its Authorised Sub-Contractors, which has not been authorised in advance by TfL shall be undertaken entirely at the expense and liability of the Supplier.
- 9.1.5 The Supplier shall bear the cost of investigating the implications of any proposed variation, whether requested by TfL or recommended by the Supplier.
- 9.1.6 For each variation which is agreed between the Parties, this Agreement shall be modified to the extent necessary to give effect to that variation and the Supplier shall implement that variation. Where applicable, the Supplier shall promptly incorporate the approved variation in the relevant Service Levels and in any other documentation where the change calls for modification and provide TfL with revised copies of the relevant Service Levels and other documentation.

9.2 Procedure

- 9.2.1 In the event that TfL wishes to introduce, or consider the introduction of, or the Supplier wishes to have consideration given to the introduction of, any variation whatsoever from the Agreement the following procedure shall be applied. Variations shall be dealt with on behalf of TfL by the TfL Contract Manager and on behalf of the Supplier by the Supplier's Account Director. The Supplier and TfL undertake to act reasonably in respect of all requests for variation to the Agreement raised by TfL.
- 9.2.2 When the variation, if any, in the Charges has been agreed by TfL Contract

Manager, the TfL Contract Manager shall authorise the variation from the Agreement by the issue, in duplicate, of an AVC in the same or substantially similar form as attached to this Schedule. The Supplier shall countersign and return one copy to TfL.

- 9.2.3 No variation whatsoever from the original Charges shall be considered unless the foregoing procedure has been carried out, and it shall be the responsibility of the Supplier to ensure that the relevant form or forms has or have been received from the TfL Contract Manager before any variation from the Agreement is made.
- 9.2.4 All forms should be completed and returned by the Supplier as soon as possible, and in any event within twenty-eight (28) calendar days of receipt by the Supplier.
- 9.2.5 The amount to be added to or deducted from the Charges shall be determined in accordance with the rates specified in Schedule 14. Where rates are not contained in Schedule 14 or are not applicable then the Supplier shall provide details of the rates and prices within the AVC, along with the impact on the ongoing Charges.
- 9.2.6 Each form set out in Schedule 9A shall contain in the “Details of Variation(s)” box, at a minimum, the following information:
 - 9.2.6.1 the title of the change;
 - 9.2.6.2 the originator and date of the request or recommendation for the change;
 - 9.2.6.3 the reason for the change;
 - 9.2.6.4 full details of the change including any specifications;
 - 9.2.6.5 the price, if any, of the change;
 - 9.2.6.6 a timetable for implementation together with any proposals for acceptance of the change;
 - 9.2.6.7 a schedule of payments if appropriate;
 - 9.2.6.8 details of the likely impact, if any, of the change on other aspects of the Services including but not limited to:

- 9.2.6.8.1 the Service Levels;
- 9.2.6.8.2 the Charges;
- 9.2.6.8.3 Transition Plan;
- 9.2.6.8.4 the working arrangements between the Parties;
and
- 9.2.6.8.5 any other contractual issues;
- 9.2.6.9 the date or expiry of validity of the variation; and
- 9.2.6.10 provision for signature by TfL and by the Supplier.

Schedule 9A

Example Variation Forms

[TfL]

[address]

AUTHORITY FOR VARIATION FROM CONTRACT ("AVC")

Contractor Name		Contract No.	00XXX/CO
Address		Variation No.	XX
Post Code		Date	Day Month 200[]

Pursuant to Clause 8 of the Terms and Conditions, authority is hereby given for the variation to the Services and/or the Charges as detailed below. The duplicate copy of this form must be signed by or on behalf of the Supplier and returned to the Contract Manager as an acceptance by the Supplier of the variation shown below.

DETAILS OF VARIATION	AMOUNT (£)
Reduced cost to TfL	
Extra cost to TfL	
TOTAL	

FOR TfL

Schedule 10

Contract Management and Escalation

10.1 Scope

10.1.1 The Supplier shall attend and actively participate in all meetings required by TfL in order to review its performance and encourage development of the Services in a structured framework. the Supplier shall ensure that all necessary staff, as required by TfL for each of the meetings identified in this Schedule, shall attend such meetings and shall be appropriately empowered to provide the necessary information and make those decisions as TfL shall reasonably require at those meetings.

10.1.2 All action agreed at any of the meetings in this Schedule 10 shall be documented by the Supplier in the meeting minutes, which shall be circulated to all attendees of that meeting within forty eight (48) hours of that meeting. TfL shall have the right within five (5) Business Days of such receipt to require the Supplier to amend any part of the minutes that it reasonably considers does not reflect what was discussed at the meeting and/or the agreed action points. Upon such requirement being made known by TfL, the Supplier shall promptly amend the meeting minutes to reflect such reasonable requirement of TfL and shall circulate the amended meeting minutes within forty eight (48) hours of such requirement being made known.

10.1.3 In the event of any dispute between the Parties relating to the minutes and/or any action discussed at any of the meetings that cannot be resolved or agreed by the attending meeting members, such dispute shall be referred to the Escalation Procedure or the Emergency Escalation Procedure as appropriate.

10.1.4 At senior account management level, the Parties shall hold regular joint service reviews of Incidents, Problems and Service Requests, such that the status can be understood, business priorities can be properly considered and actions agreed so as to drive the service forward.

10.2 Service Management Meetings

10.2.1 Service Review Meetings

10.2.1.1 These meetings shall be the forum for review of the Supplier's performance of the Services against the Target Service Levels

and Threshold Service Levels in Schedule 5 and those other Service Levels in Schedule 4. The meeting shall review the Service Report, which shall have been circulated not less than five (5) Business Days in advance of the Service Review meeting.

10.2.1.2 The agenda for each Service Review Meeting shall be set by TfL and may include:

10.2.1.2.1 review of the Supplier's performance of the Services;

10.2.1.2.2 major Incidents and corrective actions;

10.2.1.2.3 availability performance (for last Quarter);

10.2.1.2.4 High lights and Low lights;

10.2.1.2.5 complaints and commendations;

10.2.1.2.6 Value Points accrued;

10.2.1.2.7 risk & business continuity;

10.2.1.2.8 review of Continuous Service Improvement initiatives;

10.2.1.2.9 review of Capacity usage (last Quarter);

10.2.1.2.10 review of Threshold Service Level alerts (last Quarter); and

10.2.1.2.11 any other business.

10.2.1.3 Service Review Meetings - Frequency

Service Review Meetings shall be held at monthly intervals, at a defined standard time after the end of the month to be agreed between the Parties. This shall be within 10 calendar days after the end of the month, to allow for the preparation and consideration of the Service Report for the Period.

10.2.1.4 Service Review Meetings - Attendees

Mandatory:

10.2.1.4.1 Supplier Service Delivery Manager (chair and minutes); and

10.2.1.4.2 TfL Service Delivery Manager.

As required by TfL (for all or part of any Service Review Meeting):

10.2.1.4.3 Supplier technical support staff / technical experts;

10.2.1.4.4 Third Party technical representatives;

10.2.1.4.5 TfL business representatives;

10.2.1.4.6 TfL User representatives; and

10.2.1.4.7 TfL technical authority.

10.2.2 Contract Review Meetings

10.2.2.1 These meetings shall be the forum for review of the Supplier's performance of Services as compared against the Agreement requirements and TfL's general business requirements.

10.2.2.2 The agenda for each Contract Review Meeting shall be set by TfL and may include:

10.2.2.2.1 review of Supplier's performance against the Agreement;

10.2.2.2.2 review of the Agreement so that it continues to meet the business requirements of TfL;

10.2.2.2.3 assessment of any proposed Contract Variations including, for the avoidance of doubt, any proposed changes to the scope of the Agreement;

10.2.2.2.4 Invoices and Charges reconciliation;

10.2.2.2.5 Service Management Audit schedule;

- 10.2.2.2.6 value for money discussions;
- 10.2.2.2.7 discussion of any issues escalated from the Service Review Meeting or otherwise raised;
- 10.2.2.2.8 discussion of performance of the Services and Service Credits;
- 10.2.2.2.9 risk & business continuity;
- 10.2.2.2.10 discussion of Exit Plan arrangements; and
- 10.2.2.2.11 any other business.

(A) 10.2.2.3 Contract Review Meetings - Frequency

These Contract Review Meetings shall be held at 3-monthly intervals, to a rolling 12-month schedule to be held on such dates to be agreed between the Parties. The meetings shall be scheduled to discuss that business issues are reviewed, agreed and documented not less than 2 weeks in advance of the next Quarter's invoice period as provided in Schedule 14.

10.2.2.4 Contract Review Meetings - Attendees

Mandatory:

- 10.2.2.4.1 Supplier Account Director (chair and minutes); and
- 10.2.2.4.2 TfL Contract Manager.

As required by TfL (for all or part of any Contract Review Meeting):

- 10.2.2.4.3 Supplier Service Delivery Manager;
- 10.2.2.4.4 TfL Service Delivery Manager;
- 10.2.2.4.5 TfL business representatives; and
- 10.2.2.4.6 TfL business continuity manager.

10.2.3 Capacity Planning Meeting

10.2.3.1 The Capacity Planning Meeting shall be the forum for discussion of TfL Capacity requirements.

10.2.3.2 The agenda for each Capacity Planning Meeting shall be set by TfL and may include:

10.2.3.2.1 review of capacity usage;

10.2.3.2.2. review of threshold alerts;

10.2.3.2.3 business Capacity requirements;

10.2.3.2.4 expected Network infrastructure Capacity requirements; and

10.2.3.2.5 risk & business continuity.

10.2.3.3 Capacity Planning Meetings - Frequency

These meetings shall be held at 3-monthly intervals, to a rolling 12-month schedule on such dates as the Parties shall agree.

10.2.3.4 Capacity Planning Meetings - Attendees

Mandatory:

10.2.3.4.1 Supplier Service Delivery Manager (chair and minutes)

10.2.3.4.2 TfL Service Delivery Manager; and

10.2.3.4.3 Supplier Data Technical Manager.

As required by TfL (for all or part of any Capacity Planning Meeting):

10.2.3.4.4 TfL technical design authority;

10.2.3.4.5 TfL business representatives; and

10.2.3.4.6 third parties.

10.2.4 Availability Planning Meetings

- 10.2.4.1 The Availability Planning Meeting shall be the forum for discussion of TfL Availability requirements.
- 10.2.4.2 The agenda for each Availability Planning Meeting shall be set by TfL and may include:
 - 10.2.4.2.1 availability performance (last Quarter);
 - 10.2.4.2.2 major incidents (last Quarter);
 - 10.2.4.2.3 design / resilience issues relating to the Networks;
 - 10.2.4.2.4 reliability problems;
 - 10.2.4.2.5 maintenance problems;
 - 10.2.4.2.6 environmental issues;
 - 10.2.4.2.7 spare parts and replacement equipment holding;
and
 - 10.2.4.2.8 risk & business continuity.
- 10.2.4.3 Availability Planning Meetings - Frequency

These meetings shall be held at 3-monthly intervals, to a rolling 12-month schedule on such dates as the Parties shall agree.

10.2.4.4 Availability Planning Meetings - Attendees

Mandatory:

- 10.2.4.4.1 Supplier Service Delivery Manager (chair and minutes);
- 10.2.4.4.2 TfL Service Delivery Manager; and
- 10.2.4.4.3 Supplier Data Technical Manager.

As required (for all or part of meeting):

- 10.2.4.4.4. Technical design authority;

10.2.4.4.5 TfL business representatives; and

10.2.4.4.6 Third Parties.

10.2.5 Change Advisory Board

10.2.5.1 The Change Advisory Board meeting shall be the forum to discuss all Technical Changes. For the avoidance of doubt, Contract Variations shall be discussed at the Contract Review Meeting.

10.2.5.2 The agenda for each Change Advisory Board Meeting shall be set by TfL and may include:

10.2.5.2.1 impact assessment of Technical Changes requested;

10.2.5.2.2 authorise Technical Changes to proceed;

10.2.5.2.3 review of Technical Changes in progress;

10.2.5.2.4 report of Technical Changes completed;

10.2.5.2.5 report on Standard Technical Changes approved by TfL Change Manager; and

10.2.5.2.6 risk & business continuity.

10.2.5.3 Change Advisory Board Meetings - Frequency

Weekly, at a regular time and place to be agreed between the Parties.

10.2.5.4 Change Advisory Board Meetings - Attendees

Mandatory:

10.2.5.4.1 TfL Change Manager or TfL Contract Manager (chair and minutes); and

10.2.5.4.2 Supplier technical design authority.

As required by TfL (for all or part of the Change Advisory Board meeting)

- 10.2.5.4.3 Supplier Service Delivery Manager;
- 10.2.5.4.4 Supplier technical experts;
- 10.2.5.4.5 TfL Service Delivery Manager;
- 10.2.5.4.6 TfL business and User representatives;
- 10.2.5.4.7 TfL Technical Authority; and
- 10.2.5.4.8 Specialist third party suppliers.

10.2.6 Security Review Meetings

- 10.2.6.1 The Security Review Meeting shall be the forum for discussion of all security related issues.
- 10.2.6.2 The agenda for each Security Review Meeting shall be set by TfL and may include:
 - 10.2.6.2.1 impact assessment of any Technical Changes requested as security;
 - 10.2.6.2.2 review of any security issues;
 - 10.2.6.2.3 virus alerts;
 - 10.2.6.2.4 security alerts;
 - 10.2.6.2.5 model office testing issues;
 - 10.2.6.2.6 changes to the Security Policy; and
 - 10.2.6.2.7 risk & business continuity.
- 10.2.6.3 Security Review Meetings - Frequency

These meetings shall be held monthly, at a regular time and place on such dates as agreed between the Parties.

10.2.6.4 Security Review Meetings - Attendees

Mandatory:

10.2.6.4.1 Supplier Service Delivery Manager (chair and minutes);

10.2.6.4.2 Supplier Data Network support team leader;

10.2.6.4.3 TfL Service Delivery Manager;

10.2.6.4.4 TfL Group IM Security Manager; and

10.2.6.4.5 TfL Contract Manager.

As required by TfL (for all or part of the Security Review Meeting):

10.2.6.4.6 TfL technical design authority;

10.2.6.4.7 TfL business representatives; and

10.2.6.4.8 third parties.

10.2.7 Technical & Service Development Strategy Meetings

10.2.7.1 The Technical & Service Development Strategy Meeting shall be the forum for the discussion of the strategic development of the Services and the Networks.

10.2.7.2 Each Technical & Service Development Meeting shall be set by TfL and may include:

10.2.7.2.1 Network architecture;

10.2.7.2.2 technology innovations; and

10.2.7.2.3 Industry Best Practice – as it relates to TfL's business.

10.2.7.3 The Technical & Service Development Strategy Meetings shall be held at six monthly intervals on such dates to be agreed between the Parties.

410.2.7.4 The Technical & Service Development Strategy Meetings– attendees shall be agreed in advance by TfL and the Supplier.

10.2.8 Not used

10.3 Governance and Relationship Management

This paragraph 10.3 sets out the various roles and responsibilities of the following Supplier personnel.

10.3.1 Roles and Responsibilities:

10.3.1.1 Supplier Account Director

The Supplier's Account Director has total responsibility for the business relationship with TfL and for bringing appropriate business offerings and capabilities of the Supplier to TfL.

10.3.1.2 The Supplier's Account Director's responsibilities also include:

10.3.1.2.1 management of the Agreement;

10.3.1.2.2 TfL's satisfaction with the Services and the Agreement;

10.3.1.2.3 the Supplier's performance of the Services; and

10.3.1.2.4 business development.

10.3.2 Supplier Service Delivery Manager

10.3.2.1 The Supplier's Service Delivery Manager provides the primary interface with TfL for service delivery and provides a single management focus for the Services which the Supplier shall provide under the Agreement.

10.3.2.2 The Supplier's Service Delivery Manager's responsibilities include:

10.3.2.2.1 management of the delivery of the Services;

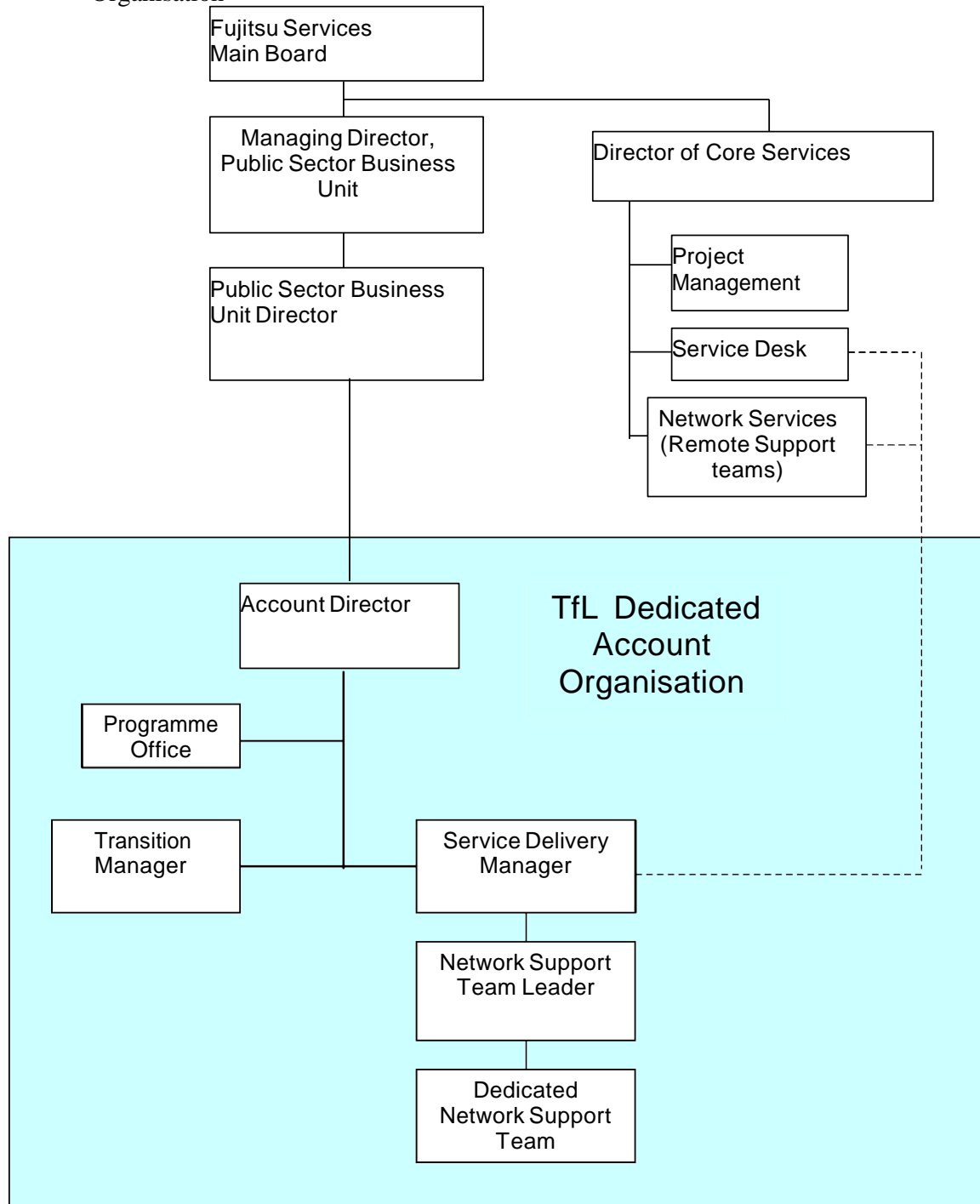
10.3.2.2.2 achievement of Service Levels in accordance with Schedule 5;

10.3.2.2.3 Continuous Service Improvement;

10.3.2.3.4 cost savings and productivity improvements; and

10.3.2.3.5 the Transformation Plan and the implementation of that plan.

Organisation



Key personnel for the TfL account are:

- the Supplier Service Delivery Manager
- the Supplier Transition Manager
- the Supplier Network Support Team Leader

10.4 Roles and Responsibilities

10.4.1 Strategic Management Team

10.4.1.1 During the Transition Phase the Supplier and TfL shall create a strategic management team (“**SMT**”). The SMT shall review all strategic and management activities of the relationship between the Parties. The SMT shall be made up of TfL’s and the Supplier’s high-level management representatives to be agreed during the Transition Phase. The Supplier agreed representatives shall be the Supplier Account Director and the Supplier Service Delivery Manager.

10.4.1.2 The SMT shall meet at least twice a year or more frequently if required by TfL on such dates as agreed between the Parties. The key functions of the SMT shall be:

10.4.1.2.1 to review the relationship between the Parties;

10.4.1.2.2 to review the performance of the Services under the Agreement and future business and technical requirements of TfL;

10.4.1.2.3 direction of the relationship between the Parties;

10.4.1.2.4 to maintain and build the business relationships and values to be shared by managers from the Supplier and TfL; and

10.4.1.2.5 technology and research and development.

10.4.2 Escalation Procedure

In the event that any dispute or issue arises between the Parties relating to the Agreement, such dispute or issue shall be referred to the escalation procedure below (the “**Escalation Procedure**”).

Type of Issues Meeting	Service	Review Not more than 14 days thereafter	Not more than 14 days thereafter
Service Management	For the Supplier: the Service Delivery Manager	For the Supplier: Head of Service Delivery	For the Supplier: the Business Unit Director
	For TfL: The Service Delivery Manager	For TfL: Head of Service Delivery	For TfL: Director of Group Information Management
Contract Management	For the Supplier: the Service Delivery Manager	For the Supplier: the Account Director	For the Supplier: the Business Unit Director
	For TfL: The Contract Manager	For TfL: Head of Communications and Infrastructure Procurement	For TfL: Director of Group Procurement

The above categories of “Service Management” and “Contract Management” are by way of guidance only. In the event of any difference of opinion between the Parties as to the nature of the dispute, TfL’s opinion, as customer, shall prevail.

10.4.3 Emergency Escalation Procedure

Notwithstanding the Parties rights under the Escalation Procedure TfL shall have the right to invoke the emergency escalation procedure below in the event that it considers any dispute to be an emergency or TfL considers that the Escalation Procedure is not sufficiently timely to deal with the nature of the dispute (an “**Emergency**”). In such event TfL shall refer the dispute to the following emergency escalation procedure (the “**Emergency Escalation Procedure**”):

Type of Issue	Not more than 48 hours thereafter	Not more than 96 calendar days thereafter	Not more than seven (7) days thereafter
Emergency	For the Supplier:	For the Supplier	For the Supplier:

	For TfL:	For TfL:	For TfL;
	The Contract Manager	Head of Communications and Infrastructure Procurement/ Head of Service Delivery	Director of Group Procurement/ Director of Group Information Management

10.4.4 Relationship with the Dispute Resolution Procedure

In the event that any dispute cannot be resolved to either Party's satisfaction following either the Escalation Procedure or the Emergency Escalation Procedure, the dispute shall be referred to the Dispute Resolution Procedure.

10.5 Joint Review

10.5.1 The Parties wish to clarify some elements of the Agreement, and to remove ambiguities and increase efficiency. They also wish to achieve the maximum possible reduction of the cost to the Supplier of operating the Services, and to TfL of receiving them.

10.5.2 Not used

10.5.3 Not used

10.5.4 All agreed changes will be implemented by AVC. Where the Parties agree that action is to be taken, the Supplier will draft a Service Request for TfL to raise, and any documents needed for the Call Off Procedure and/or the Contract Variation Procedure.

10.5.5 Where the Parties agree in respect of any such item that no change is required, the Parties shall formally note that decision.

10.6 Enhanced Firewall Service

TfL and Supplier shall initiate a project board comprising representatives from Supplier, TfL IM and TfL businesses to provide overall project governance for the Enhanced Firewall Service.

The frequency of meetings and the content shall be agreed by the parties and this paragraph 10.6 shall be amended under the Contract Variation Procedure.

10.7 TfL WiFi Infrastructure Support Service

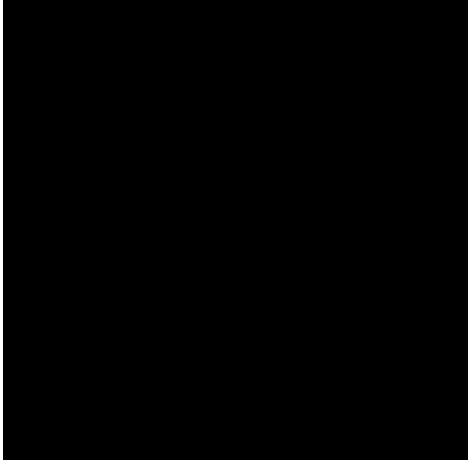
TfL and Supplier shall initiate a TfL Wi-Fi programme board to provide overall governance Enterprise, Public Access and Operations Wi-Fi Services governance.

The frequency of meetings and the content shall be agreed by the parties and this paragraph 10.7 shall be amended under the Contract Variation Procedure.

Schedule 11

Authorised Subcontractors

The following is a list of authorised sub-contractors that the Supplier may choose to use to deliver part of the Services described in Schedule 6:



Schedule 12

Managed Contracts

None – as of the Effective Date, there are no Managed Contracts that the Supplier manages on behalf of TfL. Where any services are provided by a third party provider, this is contracted through the Supplier's own contracts with the applicable subcontractor.

Schedule 13

Deed of Novation

THIS DEED is made [•] day of [•] 200[•]

BETWEEN:

[TfL Group Member] (Company No. [•]) whose registered office is at [•] (“**TfL**”); and

[•] a company registered in England and Wales under number [•]
and having its registered office at [•] (the “**Supplier**”); and

[•] a company registered in England and Wales under number [•]
and having its registered office at [•] (the “**New Company**”)

INTRODUCTION:

(A) TfL has an agreement dated [•] and referenced [insert contract number] with the Supplier for the provision of [describe in brief the scope of work/services] (the “**Contract**”).

(B) TfL wishes to transfer [part of] its benefit and burden under the Contract to the New Company.

(C) Supplier and the New Company have agreed to such transfer upon the terms and conditions of this Deed.

IT IS AGREED AS FOLLOWS:

1. In this Deed:

1.1 “**Transfer Date**” means [•];

[1.2 “**Transferred Part**” means all that part of the undertaking of TfL which consists of [describe part of undertaking that the New Company shall be taking responsibility for]]

2. With effect from the Transfer Date [and only in so far as the Contract relates to the Transferred Part]:

2.1 the New Company undertakes to perform the obligations of TfL under the Contract and be bound by its terms in every way as if the New Company is and had been named at all times as a party to the Contract in lieu of TfL;

2.2 the Supplier releases and discharges TfL from all demands and claims whatsoever in respect of the Contract and accepts the liability of the New Company in relation to the Contract in lieu of the liability of TfL and agrees to be bound by the terms of the Contract in every way as if the New Company were and had been a party to the Contract at all times in lieu of TfL;

2.3 for the avoidance of doubt, it is hereby expressly agreed that:

2.3.1 any and all rights, claims, counter-claims, demands and other remedies of the Supplier against TfL accrued under or in connection with the Contract prior to the date hereof shall be exercisable and enforceable by the Supplier against the New Company; and

2.3.2 any and all rights, claims, counter-claims, demands and other remedies of TfL against the Supplier accrued under or in connection with the Contract prior to the date hereof shall be exercisable by the New Company against the Supplier;

2.4 TfL transfers its rights and obligations under the Contract to the New Company.

EXECUTED as a Deed and delivered the day and year first above written.

THE COMMON SEAL of TfL GROUP
MEMBER was hereunto affixed in the
presence of:-

Director Secretary

THE COMMON SEAL of [SUPPLIER] was
hereunto affixed in the presence of:-

Director

Secretary

THE COMMON SEAL of [THE NEW
COMPANY] was hereunto affixed in the
presence of:-

Director Secretary

Schedule 14

Charges

14.1. This Schedule sets out the Charges that are applicable for the Services (as detailed in Schedule 4) and the payment terms relating to those Charges.

14.2. The Charges for the Services comprise the following elements:

- (i) Base Service Charges
- (ii) Charges for Project Call-Offs

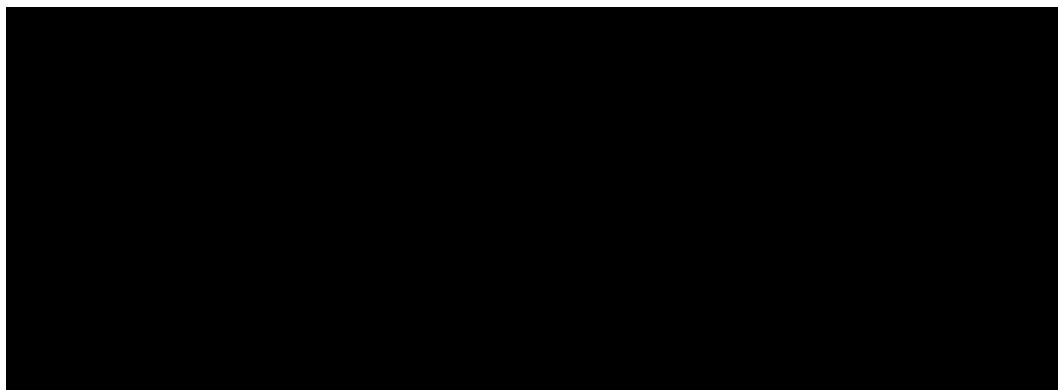
14.3. Base Service Charges

14.3.1. The Base Service Charge (as more particularly broken down at Annex A to this Schedule 14) is comprised of the charges related to the following services:

14.3.1.1. Core Network Services - non-scalable Services (the Charges for which are the "Core Network Services Charge") (see the table at 14.3.2 of this Schedule 14 and also Annex D to this Schedule 14)

14.3.1.2. Variable Network Services - scalable Services, the scope of which is subject to change based on changes made in accordance with clause 14.3.5 of this Schedule 14 (the Charges for which are the "Variable Network Services Charge").

14.3.2. The Base Service Charges (as at 23 September 2016, some of which are expected to vary) are as follows:



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]	[REDACTED] paragraph multiplied by 1.5
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
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[illegible]

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[REDACTED]

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 3. **Methodology**
 4. **Results**
 5. **Discussion**
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Date		Particulars	Debit	Credit
2019				
Jan	1	Balance b/d		1000
	2	By Cash	500	
	3	To Cash		200
	4	By Cash	300	
	5	To Cash		100
	6	By Cash	400	
	7	To Cash		150
	8	By Cash	250	
	9	To Cash		120
	10	By Cash	350	
	11	To Cash		180
	12	By Cash	450	
	13	To Cash		220
	14	By Cash	550	
	15	To Cash		280
	16	By Cash	650	
	17	To Cash		350
	18	By Cash	750	
	19	To Cash		450
	20	By Cash	850	
	21	To Cash		550
	22	By Cash	950	
	23	To Cash		650
	24	By Cash	1050	
	25	To Cash		750
	26	By Cash	1150	
	27	To Cash		850
	28	By Cash	1250	
	29	To Cash		950
	30	By Cash	1350	
	31	To Cash		1050
		Total	13500	13500

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

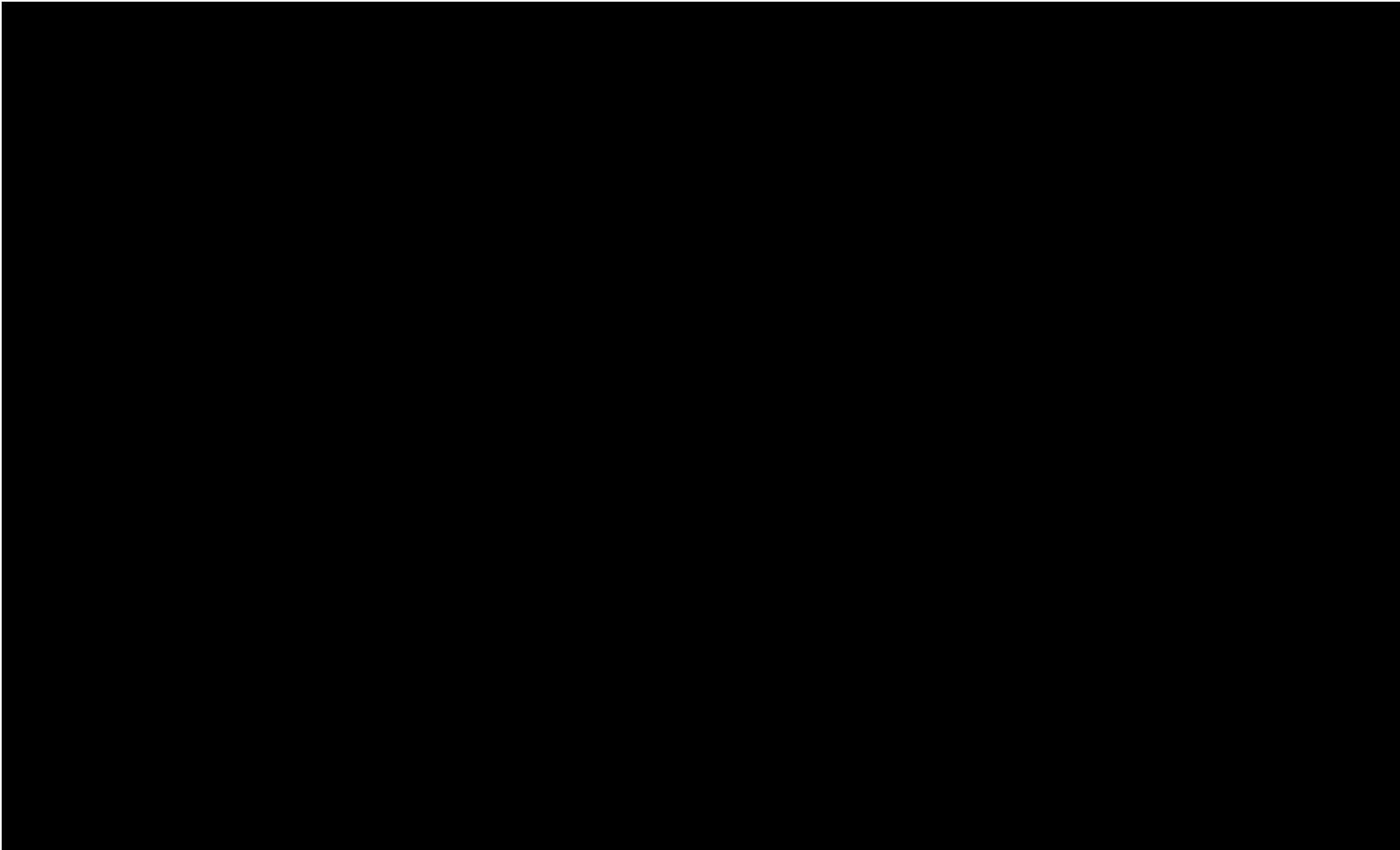
[REDACTED]

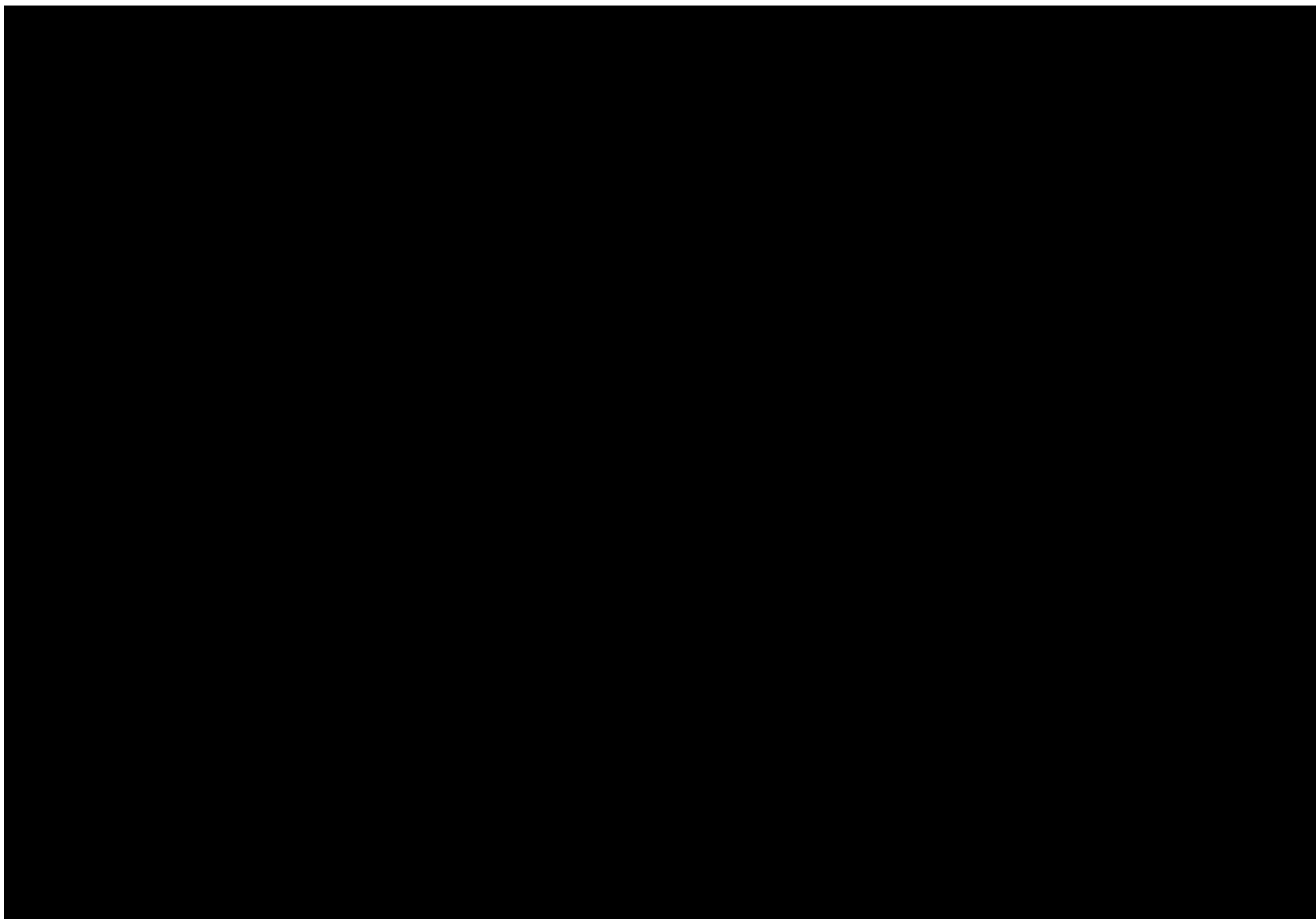
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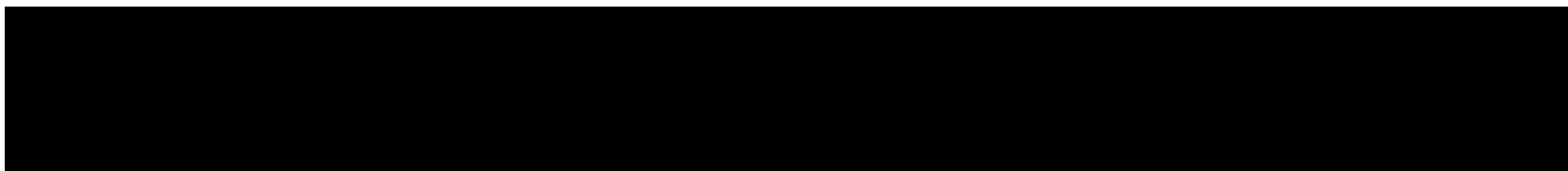
Annex A – Breakdown of Base Service Charges

The following table shows the breakdown of the individual components of the Base Service Charges. This breakdown shall be provided in each quarterly invoice and updated from time to time as agreed between the parties, based on TfL’s needs.









Annex B – Detailed Breakdown of Charges (where applicable)

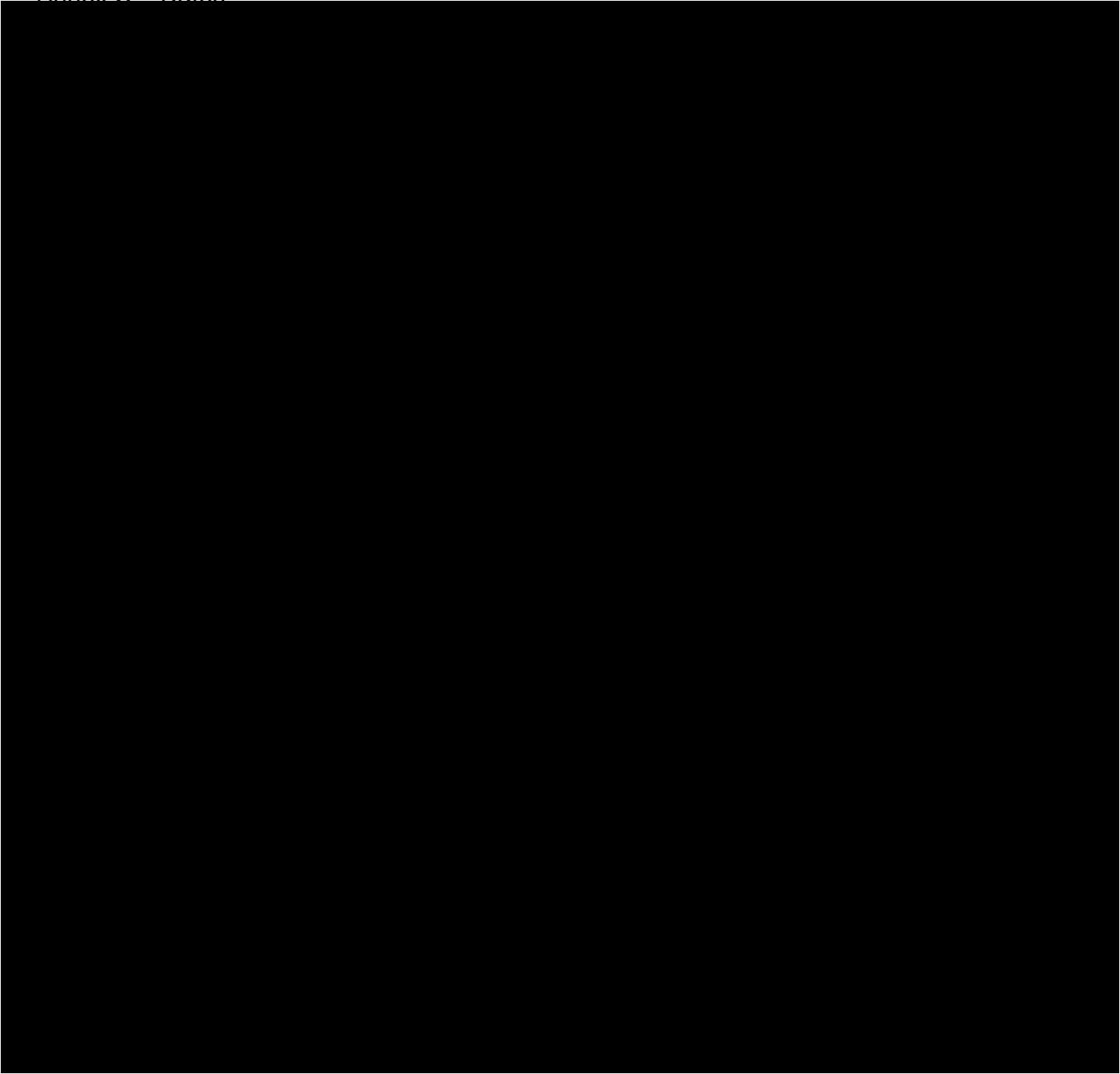
1. Wifi Support Charges

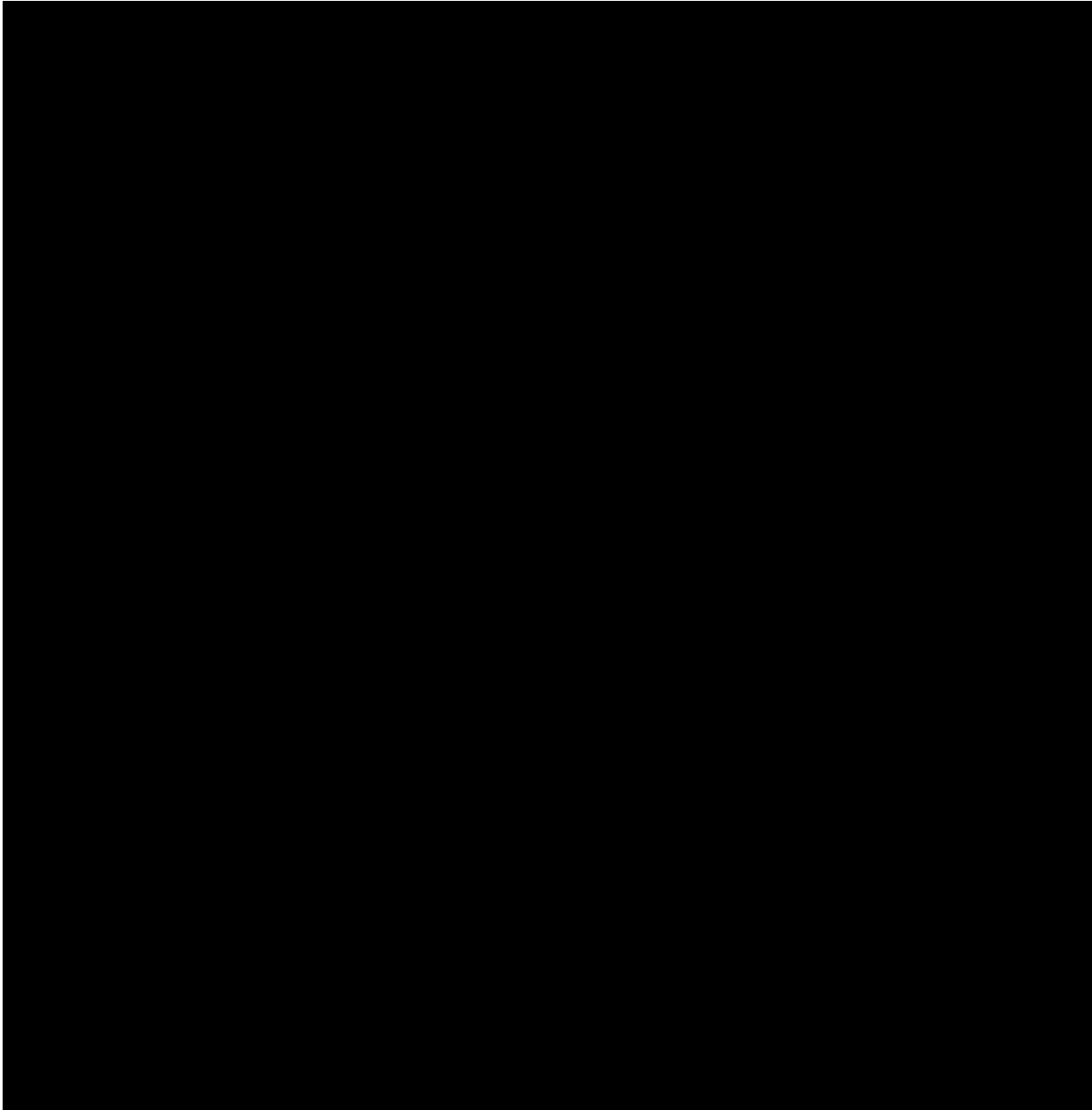
This table provides an indicative breakdown of the component services of the WiFi support, which may be varied from time to time as the Supplier manages the most effective way of providing the service outcomes.

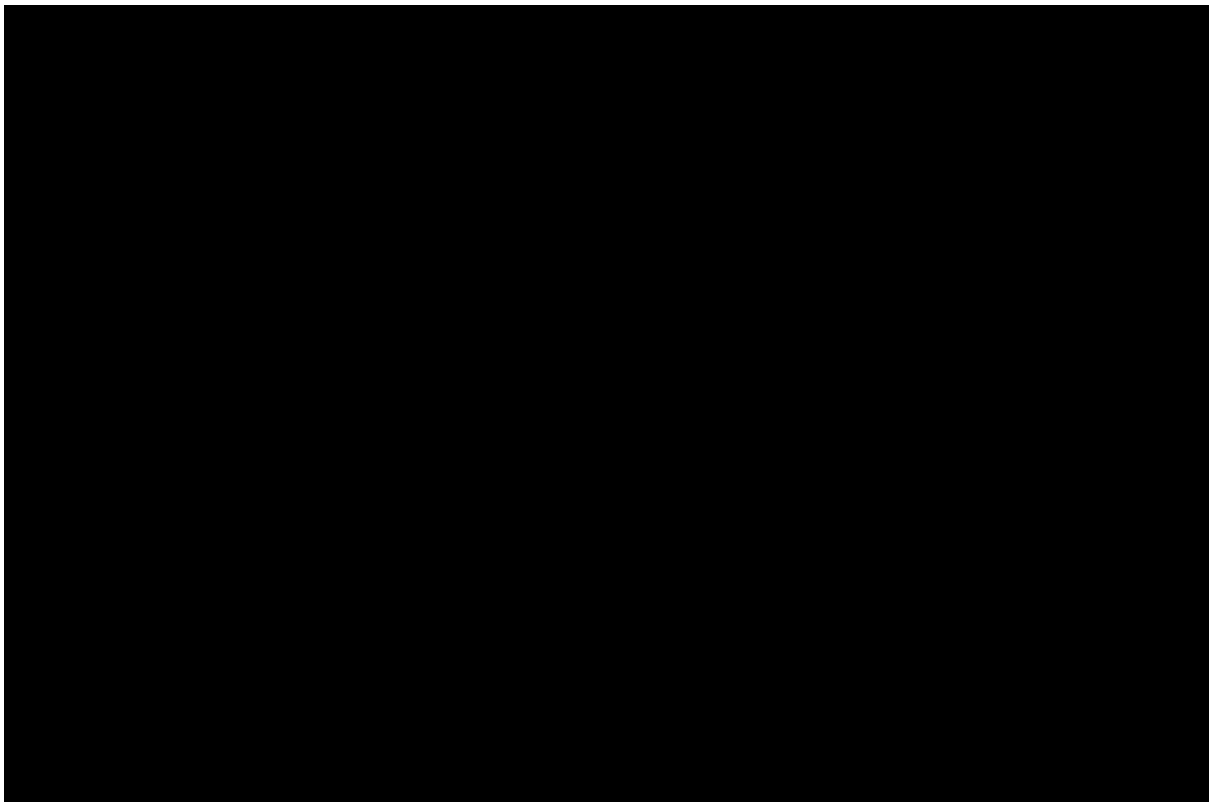


2. Detailed Network Break-fix Cabling Charges

Network Cabling Break-Fix and Associated Services	Total Charge (15 months)	Quarterly Charges	Payment Frequency







Annex D – Breakdown of Core Network Charges

Service Management Team	Network Support Team	Firewall Support Team	Helpdesk and Network Operations Centre

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Schedule 15

Call-off Procedure

In this Schedule 15, the following terms shall have the meanings ascribed to them:

“Call Off Procedure” means all and any of the Call Off processes set out in this Schedule;

“Catalogue Call Off” means a Call Off for the provision of services which may include the delivery of Network equipment as identified in the Service Catalogue;

“Catalogue Services” means the provision of those services as set out in a Catalogue Call Off;

“Emergency Call Off” means a Call Off of any services made under the Emergency Call Off Procedure set out below;

“Emergency Request” means any request for Call Off Services usually outside Normal Office Hours, prior to the issue of a Call Off;

“Emergency Services” means those services as set out in a Catalogue Call Off;

“Project Call Off” means a Call Off for the provision of certain project services including any Transformation Services as detailed in a Proposal;

“Project Services” means those services as set out in a Project Call Off;

“Proposal” means the Supplier’s offer to provide certain services in response to a request for proposal from the TfL Contract Manager or the CAB. The proposal is forwarded to the TfL Contract Manager who then reviews it;

“SAP System” means the TfL SAP procurement information technology system or such other system as may replace it during the Term;

“Service Catalogue” means the pre agreed and defined catalogue of services that can be requested by TfL as a Call Off, as detailed in Schedule 14; and

“TfL Contract Manager” means that person identified in Schedule 10 as the TfL Contract Manager and notified to the Supplier from time to time.

15.1 Purpose of this Schedule

The purpose of this Schedule is to set out the processes whereby TfL may require the Supplier to provide the following types of services pursuant to a Call Off:

15.1.1 Catalogue Call Offs;

15.1.2 Project Call Offs; and

15.1.3 Emergency Call Offs.

15.2 Relationship with Other Schedules

TfL may use for the procurement of services, in its sole discretion, either the Call Off Procedure, the Contract Variation Procedure or the Voice Procedure. However, in principle, the Supplier acknowledges that TfL may use the Call Off Procedure for those services which do not materially increase the scope of the Services or that do not amend the Terms and Conditions.

15.3 SAP System

15.3.1 The Supplier acknowledges that TfL requires that all requests for the provision of Call Offs shall be made via its SAP System.

15.3.2 The Supplier agrees that it shall co-operate in good faith with TfL to support TfL's requirement that all responses and invoices relating to Call Offs are capable of being processed from end to end by TfL's SAP System.

15.3.3 During the Transition Phase and, thereafter, from time to time during the Term, the Parties shall review the business efficacy of the Call Off Procedure and may make such changes to it by the Contract Variation Procedure as TfL may reasonably require.

15.4 Invoicing for Call Offs

All invoices for Call Off Services shall be submitted monthly and in accordance with the relevant Call Off invoicing procedure agreed between the Parties and payment shall be made as set out in Schedule 14.

15.5 Catalogue Call Offs

15.5.1 TfL may from time to time throughout the Term require Catalogue Services from the Supplier. The Supplier agrees that it shall be obliged to provide the Catalogue Services throughout the Term at the rates set out in the Service Catalogue.

15.5.2 Any such request by TfL shall be made by the issue of a request for proposal in the form of an electronic service request form to be agreed between the Parties. The Supplier shall submit a Proposal.

15.5.3 Upon the receipt by the Supplier of such service request form, the Supplier

shall confirm by the issue of an electronic acknowledgement form that it accepts the order set out in the relevant service request form and shall provide the services identified therein. The Supplier shall, thereupon, provide the relevant services as set out in the Catalogue Call Off which may include the delivery of Network equipment to such address and in such timescales as set out in that service request form.

15.5.4 The Supplier shall submit its Invoice for Catalogue Call Offs in accordance with the invoicing procedure set out in Paragraph 15.4 above.

15.6 Project Call Offs

15.6.1 TfL may from time to time throughout the Term require Project Services from the Supplier. The Supplier agrees that it shall be obliged to provide the Project Services throughout the Term at the rates for such Project Services as set out in Schedule 14. For the avoidance of doubt, the procedure set out in this paragraph 15.6 for the Call Off of Project Services shall also be used for the Call Off of any Transformation Services.

15.6.2 Any requirement by TfL for Project Services shall be made by TfL submitting an electronic request for Proposal in such other form as the Parties shall agree.

15.6.3 Without prejudice to Paragraph 15.6.1, the Supplier may request clarification of TfL's requirements by promptly contacting TfL. TfL shall endeavour to provide further information to the Supplier if it is reasonably possible to do so, although the Supplier acknowledges and accepts that this is not an obligation imposed upon TfL which the Supplier is entitled to enforce under this Agreement.

15.6.4 The Supplier shall provide a substantive and detailed Proposal within ten (10) Business Days of receiving a request or such other date as may be specified insofar as the Supplier has received sufficient information from TfL to enable the Supplier to achieve this. The Proposal shall include the following:

- 15.6.4.1 scope of Project Services;
- 15.6.4.2 programme plan with Milestones;
- 15.6.4.3 resource plan;
- 15.6.4.4 deliverables and acceptance criteria (where applicable);
- 15.6.4.5 Supplier responsibilities;
- 15.6.4.6 TfL responsibilities;
- 15.6.4.7 service levels;
- 15.6.4.8 software and hardware maintenance as relevant;
- 15.6.4.9 charges including a full breakdown of all charges, man days, day rates;

- 15.6.4.10 liquidated damages where applicable; and
- 15.6.4.11 exclusions.

15.6.5 In the event that the Supplier, acting in good faith, is unable to provide a Proposal within ten (10) Business Days, it shall seek permission from TfL for a delay. If agreed, the Supplier shall then provide a Proposal by the agreed date.

15.6.6 TfL is not obliged to consider any Proposal submitted by the Supplier in accordance with this Schedule.

15.6.7 A Proposal shall remain valid for not less than sixty (60) Business Days from the date of its receipt by TfL.

15.6.8 The Supplier shall submit all Proposals to the TfL Contract Manager for evaluation. TfL may reject the Proposal in part or whole and request the prompt resubmission of any Proposal with amendments.

15.6.9 TfL shall inform the Supplier as to whether any Proposal is accepted by TfL by the issue of a SAP Call Off form or such other form as TfL may require from time to time. Upon the Supplier's receipt of such form, the Supplier shall commence performance of the Project Services in accordance with the terms set out in the Proposal which shall from thereon shall be referred to as the Project Call Off.

15.6.10

15.6.10.1 In relation to third party support costs and circuit costs procured by Fujitsu under Project Call Offs (whether now or in the future), the first year's third party support costs and the circuit connection charges, but excluding circuit rental charges, shall be incorporated into the Project Services costs submitted by Fujitsu as part of the relevant Project Services proposal and accordingly shall be reimbursed by TfL to Fujitsu as a constituent part of the agreed Project Services costs set out in the respective Purchase Order and not as a separate addition to the Base Service Charges; and

15.6.10.2 in relation to circuits procured pursuant to such Project Services, the circuit rental charges will be recovered through the quarterly charge referred to at paragraph 1.1.1.1 the basis for charging] above.

15.7 Emergency Call Off

15.7.1 In the event of an Emergency Incident TfL may require Emergency Services from the Supplier at those day rates as set out in the Rate Card in Schedule 14.

15.7.2 Any requirement for Emergency Services shall be made verbally by the TfL Contract Manager or the TfL Service Delivery Manager authorising the Supplier Service Delivery Manager only. For the avoidance of doubt, the Supplier shall not perform any Emergency Services without such authorisation. The Supplier shall immediately commence provision of the Emergency Services upon receiving such verbal authorisation.

15.7.3 Promptly during or immediately after the performance of the Emergency Services, the Supplier shall submit a Proposal for the Services undertaken to the TfL Contract Manager for review.

15.7.4 The TfL Contract Manager shall issue a retrospective SAP Call Off.

15.8 Value Point Project Days

15.8.1 TfL has the right to call-off Project Services in accordance with the Service Incentive Mechanism as set out in Schedule 5 and the Call Off provisions in Schedule 15. Any such request shall be made by the TfL Contract Manager to the Supplier using the same procedure as that for other Project Services as set out in Paragraph 6 above save that no invoice shall be generated by the Supplier for such Project Services.

15.8.2 The TfL Contract Manager shall be the custodian of the Value Point project days which shall be reviewed at the Contract Review Meeting as set out in Schedule 10.

15.8.3 The Supplier shall not provide additional Project Services to those identified in Paragraph 15.8.1 above, without a Call Off except in the case of the Emergency Call Off. If it does so, it shall be at the Supplier's sole risk and cost.

15.9 Amendment

The Supplier may not vary, amend, delete or add to any term or condition in respect of a Call Off without TfL's prior written approval save where necessary to prevent or otherwise deal with an Emergency, in which case the Emergency Call Off provisions refer.

15.10 Future Requirements

15.10.1 As part of Continuous Service Improvement TfL may introduce future technology to the Agreement as it becomes available. Whilst it is not possible to foresee all future technology which shall become available, the following section lists the types of Call Off which TfL may wish procure as Project Call Offs at a future date:

15.10.1.1 It is envisaged that there shall be a migration to integrated voice and data services for a proportion of office workers as the technology becomes robust and commoditised;

15.10.1.2 Voice over IP (including installation of individual instruments);

15.10.1.3 small office/home office Voice provision;

15.10.1.4 design installation and operation of a voice IP telephony service for any building making use of existing backbone (may need to be co-ordinated with the in-building service provider);

15.10.1.5 provision of IP Trunking Services over the Interconnect Network;

15.10.1.6 in liaison with Telephone Services integration of Voice over IP Services with the existing Ericsson Telephone system. (Call forwarding group, Pickup etc.);

15.10.1.7 in liaison with other service provider's integration of the IP telephony Service with the desktop service providing:

15.10.1.7.1 integration of Voicemail with Outlook;

15.10.1.7.2 dialling via outlook contacts;

- 15.10.1.7.3 handset integrated with PC;
- 15.10.1.7.4 follow me – at log on time extension number associated with adjacent handset or the PC in use;
- 15.10.1.7.5 follow me facilities to expand to home offices via broadband VPN and soft telephone in the PC; and
- 15.10.1.7.6 such other services not expressly set out here as referenced both in the applicable OJEU Notice and the relevant Invitation to Tender.

Schedule 16

Employment arrangements on exit

The provisions set out in this Schedule shall apply where in the reasonable belief of TfL the Employment Regulations are likely to apply on a full or partial termination of this Agreement. In such circumstances the following expressions shall have the following meanings:

“Replacement Supplier” means any supplier that takes over provision of all or part of the Services provided by the Supplier under the terms of this Agreement on or after full or partial termination of this Agreement;

“Supplier Personnel” means persons employed or engaged by the Supplier;

“Transfer Date” means the date upon which the Transferring Employees transfer to TfL or a Replacement Supplier in accordance with the Employment Regulations; and

“Transferring Employees” means those employees of the Supplier or of any subcontractor of the Supplier whose employment shall transfer to TfL or a Replacement Supplier in accordance with the Employment Regulations on full or partial termination of this Agreement.

16.1 Information

16.1.1 The Supplier shall on each of the following occasions:

- 16.1.1.1 seven days after receipt by either party of notice of early termination of this Agreement;
- 16.1.1.2 seven days after receipt by either party of notice of termination of the Supplier's provision of any of the Services; and
- 16.1.1.3 on receiving a written request from TfL, at any time during the 9 months before this Agreement expires;

16.1.2 Provide to TfL:

- 16.1.2.1 an anonymised provisional list of Transferring Employees;
- 16.1.2.2 all material terms and conditions including salary and benefits relating to the employment of the persons listed on the anonymised provisional list of Transferring Employees;

- 16.1.2.3 written job descriptions of the persons listed on the anonymised provisional list of Transferring Employees;
 - 16.1.2.4 an anonymised list of all other Supplier employees who are engaged, or have been engaged during the preceding six months, in the provision of Services, together with details of their roles and an explanation of why the Supplier does not consider that they shall transfer under the Employment Regulations; and
 - 16.1.2.5 such information together being "Staffing Information".
- 16.1.3 Where the Supplier makes or becomes aware of any changes to the Staffing Information or discovers new information the Supplier shall notify TfL as soon as reasonably practicable of any such change or discovery.
- 16.1.4 The Supplier shall warrant to TfL that to the best of its knowledge and belief the Staffing Information shall be complete and accurate in all respects.
- 16.1.5 10 working days prior to the Transfer Date the Supplier shall provide TfL with the final list of Transferring Employees and shall warrant that as at that Transfer Date:
- 16.1.5.1 the final list of Transferring Employees is complete and accurate;
 - 16.1.5.2 all the Transferring Employees are employed or engaged by the Supplier and no other person employed or engaged by the Supplier is wholly or mainly assigned to work in the provision of the Services (or, on a partial termination, the Services being terminated); and
 - 16.1.5.3 it has disclosed to TfL all material terms and conditions of employment or engagement relating to the Transferring Employees.
- 16.1.6 TfL shall be permitted to copy Staffing Information :
- 16.1.6.1 in summary form to any person who has been invited to tender for the provision of the Services (or similar services); and

16.1.6.2 to any Replacement Supplier.

16.1.7 Supplier Personnel in the run up to exit

From:

16.1.7.1 6 months before this Agreement expires;

16.1.7.2 or, if earlier, receipt of notice of early termination of this Agreement;

16.1.7.3 or, in respect of the termination of the Supplier's provision of some (but not all) of the Services, the date upon which either party notifies the other of such partial termination,

the Supplier shall not other than in the ordinary course of business (or if not within the ordinary course of business, without the prior written consent of TfL, such consent not to be unreasonably withheld or delayed):

16.1.7.4 replace, accumulatively, a material number of the persons listed in the provisional list of Transferring Employees, Deploy or assign any other person to perform the Services or increase the number of employees or terminate or give notice to terminate the employment or contracts of any persons on the provisional list of Transferring Employees; or

16.1.7.5 make, propose or permit any material changes to the terms and conditions of employment or engagement of any persons listed on the provisional list of Transferring Employees which may reasonably be viewed as detrimental from an employer's perspective; or

16.1.7.6 increase to any significant degree the proportion of working time spent on the Services by any of the Supplier Personnel; or

16.1.7.7 introduce any new contractual or customary practice (including for the avoidance of doubt any payments on termination of employment) applicable to any person listed on the provisional list of Transferring Employees,

and the Supplier shall promptly notify TfL, of the period of notice given by the Supplier or received from any person listed on the provisional list of Transferring Employees or final list of Transferring Employees regardless of when such notice takes effect.

16.1.8 Employment indemnities

- 16.1.8.1 The Supplier shall be responsible for all salaries and other sums (including benefits) payable to or in respect of Transferring Employees up to and including the Transfer Date and shall indemnify TfL and any Replacement Supplier against any claim, liability, costs, or expense arising from non-payment thereof and TfL shall be responsible for all salaries and other sums (including benefits) payable to or in respect of Transferring Employees after the Transfer Date and shall indemnify the Supplier against any claim, liability, costs or expense arising from non-payment thereof.
- 16.1.8.2 The Supplier shall indemnify TfL and any Replacement Supplier against all liabilities, obligations, proceedings, court or tribunal orders, fines and penalties, damages, expenses, costs (including reasonable legal costs) claims and demands arising from any claim by any Transferring Employee in respect of any fact or matter concerning or arising from employment before the Transfer Date.
- 16.1.8.3 TfL shall indemnify or shall procure that any Replacement Supplier indemnifies the Supplier against all liabilities, obligations, proceedings, court or tribunal orders, fines and penalties, damages, expenses, costs (including reasonable legal costs) claims and demands arising from any claim by any Transferring Employee in respect of any fact or matter concerning or arising from employment after the Transfer Date.
- 16.1.8.4 The parties shall promptly provide to each other in writing such information as is necessary to carry out their respective duties under Regulation 10 of the Employment Regulations. If either party fails to carry out its duties under Regulation 10, that party shall indemnify the other party against all liabilities, costs, expenses, claims and demands which it may incur to the extent that they arise from any such failure.
- 16.1.8.5 Each party (the "notifying party") shall promptly notify the other party (the "indemnifying party") in writing of any claims in respect of which the notifying party may be entitled to claim indemnity under this [part] of this Agreement and the notifying party shall not settle any such claims without prior written authority from the indemnifying party (which shall not be unreasonably withheld or delayed) and, if the indemnifying party shall so request in writing,

the notifying party shall entrust to the indemnifying party the care and conduct of contesting any such claim.

- 16.1.8.6 In the event of any claim against either party arising out of or in connection with this [part] of this Agreement, the Supplier and TfL shall give upon request by the other party such assistance or information relevant to such claim as may reasonably be requested.
- 16.1.8.7 Notwithstanding any other clause in this Agreement, any Replacement Supplier may enjoy the benefit and enforce the terms of this [part] in accordance with the Contracts (Rights of Third Parties) Act 1999. Notwithstanding this, the parties to this Agreement do not require the consent of any Replacement Supplier to rescind or vary this Agreement at any time, even if that variation or rescission affects the benefits conferred on such Replacement Supplier.

Schedule 17

NOT USED

Schedule 18

QUENSH

- 18.1 The Supplier, including all its personnel and sub-contractors engaged in the performance of the Services, shall be aware of and comply with TfL Group's work place policies set out in this schedule.
- 18.2 The QUENSH conditions are documented in the TfL Management System document S1552, issue number A17 dated August 2015 (the "QUENSH Conditions").
- 18.3 The mandatory conditions include statutory requirements, rail industry specific high risk and best practices, which shall be reviewed by contractors to understand TfL Group Members' requirements appropriate to the work being carried out and potential risk from other work packages and landlord assets. "Off-site" work shall only comply with the selected requirements from additional conditions contained within the QUENSH Conditions and annotated with a 'Y'.
- 18.4 TfL shall advise the Supplier of any updates to the QUENSH Conditions.

Schedule 19

Business Continuity

19.1 Scope

19.1.1 This Schedule outlines the requirements on both Parties in developing and implementing a Business Continuity Plan.

19.1.2 Both Parties shall make all reasonable efforts to ensure that the Business Continuity Plan is compatible with the Supplier Business Continuity Plan and the TfL IT Service Continuity Plan and TfL's priorities.

19.2 Goals

The Parties shall work together to develop, agree and test the Business Continuity Plan. The Supplier shall define and supervise testing of the Business Continuity Plan in accordance with the Service Levels in Schedule 4.

19.3 Risk Assessment

19.3.1 The Supplier shall perform a Risk Analysis of the Supplier Business Continuity Plan at least once every twelve (12) months. Such Risk Analysis shall be reviewed by the Supplier's policy board with responsibility for the Supplier's Business Continuity Plan which shall either authorise or reject proposed changes to the Supplier Business Continuity Plan.

19.3.2 The Supplier shall ensure that the Supplier's Business Continuity Plan addresses the following items:

19.3.2.1 personnel;

19.3.2.2 buildings, associated services and corporate infrastructure;

19.3.2.3 information technology and voice facilities;

19.3.2.4 essential business information records; and

19.3.2.5 external image.

19.4 Activities

19.4.1 Business Continuity

- 19.4.1.1 The Supplier shall develop contingency plans to maintain continuity for each of the core elements of service provided the Services.
- 19.4.1.2 The Parties shall put contingency plans in place that enable TfL to mitigate or recover from the affect of a Force Majeure Event in accordance with good industry practice and without incurring material expenditure.
- 19.4.1.3 The Parties shall ensure that contingency plans support and are consistent with the TfL IT Service Continuity Plan and any other business continuity plan that TfL shall notify to the Supplier from time to time.

19.4.2 Business Continuity

- 19.4.2.1 TfL is responsible for defining, reviewing and maintaining the TfL IT Service Continuity Plan,
- 19.4.2.2 All new projects provided by the Supplier to TfL under any agreed Call Off shall include requirements built into the designs, project plans and service levels.
- 19.4.2.3 The Supplier shall ensure that any Request For Change impact assessment that is provided is compatible with the TfL IT Service Continuity Plan.
- 19.4.2.4 The Supplier shall carry out Business Continuity Plan tests and trials in a manner that is agreed between the Supplier and TfL.
- 19.4.2.5 Both Parties shall ensure that, in the event of any test or trial of the Business Continuity Plan, the management, technical and administrative team members shall practice the parts and roles they are expected to play in a safe environment.
- 19.4.2.6 The Supplier shall oversee the implementation and execution of the Business Continuity Plan when it is invoked.

19.4.3 On-site Network Management Service

- 19.4.3.1 The Supplier shall provide Network Monitoring from an agreed location within TfL's office premises (the "**Primary Site**"). To ensure continuity the Supplier shall provide a hot standby

Network Management System at an alternative TfL location (the “**Secondary Site**”) which is connected to the TfL Interconnect Network.

19.4.3.2 The Supplier shall provide remote management of TfL’s Networks from both the primary and secondary sites so that it can ensure continuity of the remote Network Management Service in the event of an incident rendering either the primary or secondary site inoperable.

19.4.3.3 The Supplier shall provide daily backups of the Configuration Management Database and the backup media shall be secured offsite, ensuring that Configuration Management can be restored in the event of loss in accordance with Schedule 5.

19.4.4 On-site Service Delivery Management

A service delivery team comprising such personnel as the Parties shall agree shall be situated in an agreed location within TfL’s office premises. In the event of an emergency the team shall relocate to suitable accommodation supplied by TfL.

19.4.5 Remote Network Management Service

19.4.5.1 The Network Management Centre (NMC) shall provide Network Monitoring, including firewall and Network management Services support outside of TfL’s office hours.

19.4.5.2 If the NMC is on Supplier premises the Supplier shall maintain an emergency hot back-up facility with standby systems, telephone and fax access and hot-desk facilities to deliver Network Management Services and re-establish Network Monitoring (“Standby NMC”) if an event causes the NMC to be unavailable. The Parties shall use reasonable efforts to ensure that where the NMC is unavailable, all relevant staff are relocated to the agreed location of the standby NMC.

19.4.5.3 The Supplier shall ensure that the NMC and the Standby NMC shall each have an uninterrupted power supply and a standby generator.

19.4.5.4 The Supplier shall test the Supplier’s Business Continuity Plan throughout the year and shall activate the Supplier’s

Business Continuity Plan if an event causes the NMC to become Unavailable. Where the NMC is Unavailable, the Supplier shall use its best efforts to restore services via the Standby NMC and re-connect the NMC when normal operations have been re-established.

19.4.6 Secondary Service Desk Service

- 19.4.6.1 The Supplier Business Continuity Plan shall identify the responsibilities and actions to be taken to minimise and recover from the failure of any essential element of the Secondary Service Desk facilities, preventing the Secondary Service Desk from providing the Services to TfL.
- 19.4.6.2 When the Secondary Service Desk is affected by the failure of a critical system or process such that the Secondary Service Desk is likely to be out of operation for longer than four hours, the Supplier shall implement the Business Continuity Plan which shall include the following procedure.
- 19.4.6.3 Incoming voice and email contacts to the Secondary Service Desk shall be re-directed to an alternative site. Staff at the alternative site shall have access to the call management system containing TfL's call database and call handling processes. The Supplier shall use its reasonable endeavours to provide appropriate capacity by transferring staff to the alternative site as required.
- 19.4.6.4 The Supplier Data Centre shall contain the server platform, which shall host the Secondary Service Desk contact management system for TfL. The application shall be provided from a resilient clustered system, comprising n+1 fail over hardware, which removes the impact of the failure of a single server within the cluster.
- 19.4.6.5 In the event of an Incident resulting in the failure of the server cluster or of the Supplier Data Centre, the contact management system and its database shall be rebuilt from the regular daily backups. Backup processes for the Supplier Data Centre shall ensure that backup media is secured offsite. During live operation, log files that are regularly copied to the backup server shall be used in conjunction with the backup media to restore the contact management system.

Inputs	Outputs
<ul style="list-style-type: none"> • TfL IT Service Continuity Plan • TfL business requirements in terms of the level of IT system resilience and disaster recovery capability of the services/systems in question 	<ul style="list-style-type: none"> • Agreed schedule of plans / tests / reviews • Proven and tested resilience and data recovery facility • Updated Service Levels • Risk assessments • Review meetings in accordance with Schedule 10 – Contract Management and Escalation

19.5 TfL Obligations

TfL shall provide:

19.5.1 a suitable location to permit the Supplier to perform Network Monitoring as described in Schedule 4;

19.5.2 alternative accommodation for the Supplier's on-site team in the event that normal accommodation becomes Unavailable to allow the Supplier to perform the Services as described in Schedule 4; and

19.5.3 the TfL IT Service Continuity Plan.

Schedule 20

Exit Management

20.1 Introduction

20.1.1 Purpose

This Schedule describes what shall be set out in the Exit Plan detailing the Supplier's obligations leading up to expiry or termination of the Agreement ("**Exit**") and how such plan shall be revised to ensure that it remains workable at any time.

20.1.2 Scope

20.1.2.1 On expiry or termination of the Agreement (or of the provision of any part of the Services hereunder) the Supplier shall take all reasonable steps to ensure a seamless transfer of the Services (or such part thereof) back to TfL or a New Service Provider or (at the request of the TfL) to carry out the orderly cessation of the Services (or such part thereof). The remaining paragraphs of this Schedule shall be without prejudice to the generality of this provision.

20.1.2.2 From the date that either Party serves notice of Termination or one hundred and eighty (180) days prior to expiry of the Agreement (hereinafter referred to as the "**Exit Period**") the Supplier shall appoint a person (the Exit Manager) who shall have responsibility for the activities to be undertaken by the Supplier, as set out in the Exit Plan.

20.1.2.3 The principles set out in this Schedule shall be reflected in the Exit Plan, which shall be produced by the Supplier during the Transition Phase.

20.1.3 Exit Plan

20.1.3.1 Within the Transition Phase the Supplier shall prepare an Exit Plan for TfL's review and approval.

20.1.3.2 The Supplier shall in conjunction with TfL maintain the Exit Plan throughout the Term of this Agreement so that it can be implemented immediately, if required.

- 20.1.3.3 The Exit Plan shall be in the form of a single document which shall, on its agreement, be produced in duplicate and be held under the control of the TfL Contract Manager and the Supplier Service Delivery Manager. The Exit Plan shall be the subject of review between the Parties at intervals of no less than every 12 months and may be revised from time to time at the instigation of either Party in accordance with the Contract Variation Procedure.
- 20.1.3.4 The cost of reviewing the Exit Plan annually shall be included within the Supplier's Charges for the Services as set out in Schedule 14.
- 20.1.3.5 TfL's responsibilities during the invocation of an Exit Plan shall be:
 - 20.1.3.5.1 TfL shall appoint a project manager for the management responsibility during the Exit Period;
 - 20.1.3.5.2 the project manager shall report to a steering committee to be comprised of such members as TfL may determine which shall be chaired by TfL; and
 - 20.1.3.5.3 TfL shall ensure that TfL staff in key functional areas shall assist the project manager. These areas include, but are not limited to, HR, finance, service provision and internal audit.

20.2 Contents of Plan

The Exit Plan shall include (without limitation) the following:

- 20.2.1 a list, of the Key Personnel identified in the Agreement;
- 20.2.2 a detailed programme of the transfer process that would be undertaken by the Supplier and which would be in conjunction with TfL or the New Service Provider (as applicable) including details of the means to be used to ensure continuing provision of the Services (including the Core Network Services and the Variable Network Services) throughout the transfer process or until the cessation of the Services;
- 20.2.3 a summary description of all processes and procedures utilised in the performance and monitoring of the Service;
- 20.2.4 a list, by each site, of any assets that could be transferred with full documentation including operating and maintenance manuals and configuration details;

- 20.2.5 plans for communication with the Supplier's staff and suppliers to avoid any detrimental impact on TfL's operations as a result of undertaking the transfer;
- 20.2.6 plans for the transfer of personnel engaged in the undertaking Proposed arrangements for the segregation of the Supplier's networks from any networks owned or controlled by TfL and the identification of specific security tasks necessary upon Exit;
- 20.2.7 a list of all TfL's obligations, including those of the New Service Provider;
- 20.2.8 a list of all dependencies for the Supplier to perform its obligations during the Exit Period; and
- 20.2.9 a list of all the Supplier's obligations other than those referred to in paragraphs 20.2.(1) – (6) above, with respect to implementing the Exit Plan and managing the transfer of Services during the Exit Period to TfL or the New Service Provider (as applicable).

20.3 Exit Management Roles and Progress Report

- 20.3.1 From commencement of the Exit Period the Service Delivery Manager shall take responsibility for managing and implementing the Exit Plan and as act as the SPOC. Within 10 calendar days of the commencement of the Exit Period, the Supplier shall appoint an Exit Manager who shall manage the process of transfer on a daily basis and shall notify such appointment to TfL.
- 20.3.2 The Supplier shall provide weekly progress reports detailing the status of the exit tasks identified in the Exit Plan setting out any actual or anticipated problems or delays and the actions that the Supplier is taking or recommending to resolve such problems.

20.4 Process

The process during the Exit Period shall be as follows:

- 20.4.1 a joint project board shall be established to manage the Exit process made up by representatives from TfL and such other persons from the Supplier as may be agreed in the Exit Plan with a project team reporting to it made up of TfL, the Supplier and the New Service Provider representatives;
- 20.4.2 the Supplier and TfL shall agree costs for any identified work to be carried out by the Supplier, which is over and above the obligations set out in the Exit Plan;

20.4.3 the project team shall consider detailed migration methodologies, and enact them for (for example):

20.4.3.1 Secondary Service Desk functions. The Supplier shall provide TfL with recommendations on alternative systems with equivalent functionality and shall use reasonable endeavours to assist TfL in the transitioning process to the new systems during the Exit Period; and

20.4.3.2 the project team shall agree a cut over date (which may be phased), and produce a detailed migration plan;

20.4.4 TfL and the Supplier shall agree a project completion sign-off process confirming that the Exit Plan has been implemented to TfL's reasonable satisfaction and that all the Supplier's activities and other obligations in the Exit Plan and all work in progress and exit provisions have been completed.

20.5 Invocation

In the event of invocation of the Exit Plan in addition to its other obligations in this Schedule and the Exit Plan itself:

20.5.1 the Supplier shall co-operate fully with TfL staff and any New Service Provider (including but not limited to permitting access to the Supplier's relevant personnel) in order to maintain the Services to the Service Levels set out in this Agreement; and

20.5.2 the Supplier shall use all reasonable endeavours to ensure that the transition of the Services to TfL or any New Service Provider nominated by TfL does not have a detrimental effect on the Services received by TfL to the extent that such transition is within the Supplier's control.

20.6 Documentation

The Supplier shall ensure that all relevant and non commercially sensitive information on the Services which TfL shall reasonably require in order to enable TfL (whether in an emergency or in an orderly manner) either to resume provision of services to replace the Services or to enable such services to be provided by a New Service Provider is recorded in an easily accessible form, such information to include (without limitation) the following in so far as it is relevant to the provision of the Services:

20.6.1 a list of all equipment maintained by the Supplier under the Agreement for the purposes of comparison with the TfL maintained list of equipment;

20.6.2 a description of all hardware and software within the CMDB that is utilised in providing the Services and the location of the same;

- 20.6.3 an inventory of Supplier owned spares and consumables on TfL premises;
- 20.6.4 a list of all IP addresses both assigned and unassigned;
- 20.6.5 a list of all circuits managed by the Supplier;
- 20.6.6 details of all contracts with third parties used in providing the Services, where the Supplier is not restricted from providing such information by obligations of confidence;
- 20.6.7 the documentation and source code for any software developed by the Supplier where it is the property of TfL in accordance with the terms of the Agreement;
- 20.6.8 information to update network diagrams (topologies and equipment build details) where the Supplier has been responsible for any changes in configuration; and
- 20.6.9 records and information, including contracts of employment or service, pension records and job descriptions in respect of all employees or agents of the Supplier (or any member of the Supplier group) engaged in the provision of the Services where it is considered possible that the employees or agents may be entitled to transfer under the Employment Regulations, and insofar as the Supplier is able to provide this information and subject to the duties of confidentiality and the obligations held by the Supplier under Data Protection Legislation and all other Laws.

20.6.10 The full list of information to be provided by the Supplier shall be documented within the Exit Plan.

20.7 Due Diligence

In addition to any other provisions set out in the Exit Plan, the following shall apply with respect to due diligence activities that TfL or a New Service Provider wish to undertake:

- 20.7.1 the Supplier shall allow TfL or the New Service Provider to conduct a due diligence process with respect to the provision of the Services by the Supplier and the Supplier shall maintain the information referred to below in a form that can be readily accessed by TfL or a New Service Provider in that due diligence process;
- 20.7.2 subject to the restrictions identified above, and any further employee confidentiality obligations, records of personnel used by the Supplier in providing the Services;
- 20.7.3 except insofar as the information is reasonably commercially sensitive or confidential to the Supplier, records and details of the Services received by TfL;
- 20.7.4 within an agreed time the Supplier shall answer questions about the Services which may be asked by TfL or the New Service Provider and permit such inspection of TfL premises as is necessary, in order to explain to TfL or the New Service Provider, the extent of the Services; and
- 20.7.5 the Supplier shall prepare and give presentations at a time to be agreed with TfL on the arrangements to be made for the seamless transfer of the Services (or any part thereof) to the New Service Provider or to TfL.

20.8 Contracts

The Supplier shall identify in the Exit Plan any contracts utilised by the Supplier solely in support of the provision of the Services to TfL. The Supplier shall use all reasonable efforts to gain the consent of the relevant third parties to provide a copy of the agreement to TfL. Any rights of assignment or novation shall be identified in the Exit Plan.

20.9 Outstanding Requests

20.9.1 Incidents

At such time as is specified in the Exit Plan or as otherwise required by TfL, the Supplier shall provide TfL with a detailed list of all Incidents that are outstanding. The Parties shall agree and document the following:

- 20.9.1.1 the Incidents that shall be completed and closed by the Supplier;
- 20.9.1.2 any Incidents that shall be transferred back to TfL or the New Service Provider; and
- 20.9.1.3 any Incidents that shall be closed without being resolved by the Supplier.

20.9.2 Documentation of Incident Information

- 20.9.2.1 The process for documenting this information shall be identified within the Exit Plan.
- 20.9.2.2 TfL shall not place any Incidents, orders or requests for Services to the Supplier where, upon advice from the Supplier, these are likely to be completed after Exit.

20.9.2.3. The Supplier shall provide TfL with details of any of the following that have been implemented as part of the Services and which shall still be in place upon expiry or termination of this Agreement;

20.9.2.3.1 TfL assets or equipment in the Supplier's possession or under its control;

20.9.2.3.2 any loan equipment provided to replace faulty items;

20.9.2.3.3 temporary workaround fixes; and

20.9.2.3.4 ongoing projects related to long-term fixes.

20.9.3 Projects / Service Requests

Following the commencement of any Exit Period the Supplier shall review all outstanding proposals initiated under the Call Off Procedure and identify the current status, benefits, costs and risks involved in each. The Parties shall review each outstanding Call Off and agree whether or not:

- 20.9.3.1** the Call Off shall be completed by the Supplier;
- 20.9.3.2** no further work shall be undertaken by the Supplier in respect of the Call Off, in which event the Supplier shall document the status of the Call Off and recommend a reasonable hand-over strategy for the Call Off; or
- 20.9.3.3** TfL and the Supplier shall agree individual action plans for each of these issues above and the Supplier shall complete these actions.

20.10 Asset Transfer

The Exit Plan shall identify any assets that may transfer to TfL upon Exit, along with the conditions of such transfer, including but not limited to payment terms. IN the event that there are any assets that could transfer then the process shall be as follows:

- 20.10.1 an inventory for the transfer shall be prepared;
- 20.10.2 the completion date for the transfer shall be set down by TfL;
- 20.10.3 the payment for the assets shall be determined by the Supplier and agreed with TfL; and
- 20.10.4 the Supplier shall return to TfL any assets that belong to TfL with full documentation including:
 - 20.10.4.1 operating and maintenance manuals;.
 - 20.10.4.2 configuration details; and
 - 20.10.4.3 TfL security passes and keys to access Communications Rooms.

20.11 Premises

- 20.11.1 All TfL sites where the Services are provided to or where rights of access, occupation or use are granted shall be those listed in Schedule 6, unless otherwise agreed through the Contract Variation Procedure.

- 20.11.2 Except where subject to separate contract, all rights of access, occupation and use granted to the Supplier in respect of the TfL sites shall cease when the provision of Services at or to the premises in question cease in accordance with the Agreement and the Exit Plan. The Exit Plan shall include, without limitation, provisions for cessation for each relevant location.
- 20.11.3 Where the Supplier, with TfL's consent, is using the TfL sites (and/or equipment on the sites) to provide service to third parties, the Supplier shall arrange, at its own cost, to cease such use. The timing of the cessation shall be agreed in the Exit Plan. TfL shall free of charge grant access to enable the Supplier to vacate the TfL sites in an orderly manner.
- 20.11.4 Where assets owned by TfL are used in the performance of the Services by the Supplier and are located on the Supplier's or other third party premises, the Supplier shall in accordance with Industry Best Practice deliver up such assets to TfL or the New Service Provider.
- 20.11.5 Upon termination the Supplier shall leave TfL sites in a clean and tidy state.

20.12 Authorised Sub-Contractors

In the Exit Plan the Supplier shall provide details of the Authorised Sub-Contractors and the services that they provide. The Supplier shall provide the following information:

- 20.12.1 name, telephone number and email address of the Authorised Sub-Contractor's contact person;
- 20.12.2 the name and address for correspondence;
- 20.12.3 details of what services are provided under their subcontract; and
- 20.12.4 date of expiry of the sub-contract.

The Exit Plan shall identify the nature of the subcontracts, including but not limited to, information on any ability to assign or novate the agreements to TfL or a New Service Provider.

20.13 Third Party Agreements

The Supplier shall return and release to TfL all TfL's rights under any Managed Contracts or any warranties under TfL agreements used by the Supplier for the provision of the Services. Such Managed Contracts shall be those set out in Schedule 12 and any warranties or other agreements used by the Supplier shall be identified in the Exit Plan.

20.13.1 The Parties shall update and agree the Exit Plan in accordance with the Agreement except that in addition the Exit Plan shall include, amongst other things, ensuring that the CMDDB is up to date as well as provision of all relevant documentation and information in respect of the Services including without limitation relevant information in relation to and where then required copies of all third party contracts which are capable of novation which may not have already been provided, contractual information, commercial information, technical information and information on how the services are performed. The Parties recognise however that in order to achieve this, the principles and detail of the Exit Plan must be in accordance with the provisions of the Agreement and with both Parties acting in a reasonable and pragmatic basis. As part of the Exit process, the Parties shall agree in writing the contracts which shall be novated to TfL.

20.14 Supplier Personnel

The Employment Regulations shall determine the information to be provided by the Supplier regarding the Supplier's personnel if relevant.

20.15 Spares and Consumables

- 20.15.1 Upon Exit or at an earlier date to be agreed between the Supplier and TfL the Supplier shall provide a list of all consumables and spares located at TfL premises which are used in providing the Services. TfL shall have the option to purchase some or all of these items from the Supplier at a fair and reasonable price.
- 20.15.2 The type of spares and consumables and the process for agreeing pricing shall be identified in the Exit Plan.

20.16 Software Licences

- 20.16.1 Any software licences transferred by TfL to the Supplier in order for the Supplier to provide the Services, shall be transferred back to TfL upon Exit, providing the third party licensor agrees to such transfer, and subject to TfL meeting any additional costs as a result. The details of any software licences shall be identified in the Exit Plan.
- 20.16.2 All licences for software used exclusively for the provision of the Secondary Service Desk shall be and remain in the Supplier's name and be used on TfL's behalf by the Supplier during the term of the Agreement.

20.17 Communication Programme

Arrangements for communication with TfL's staff, the Supplier's staff, relevant trade unions, suppliers and customers shall be made so as to avoid any detrimental impact upon the Parties' business as a result of undertaking any transfer contemplated by the Exit Plan. The Parties shall share the responsibility for release of information in connection therewith.

20.18 Provision of Information

- 20.18.1 All data relating to TfL assets belongs to TfL and shall remain with TfL on a

medium to be mutually agreed. The Supplier shall be allowed to continue to use data collected insofar as it has become part of the knowledge bases utilised for predictive and preventative maintenance.

- 20.18.2 The Supplier shall return to TfL all TfL Confidential Information and other data belonging to TfL.
- 20.18.3 During the Exit Period the Supplier shall provide TfL, at no additional cost to TfL, with all reasonable Termination Assistance including the transfer of knowledge to staff from TfL or the New Service Provider who have the required skills and experience to enable TfL or the New Service Provider to take over the Services provided by the Supplier and to ensure a seamless transfer of such Services in accordance with the provisions of this Schedule 20.
- 20.18.4 Reasonable Termination Assistance is defined as full co-operation and responsiveness to all reasonable requests by TfL or by TfL on behalf of the New Service Provider for data, information and documentation including any information that is Supplier Confidential Information, except as provided for in Clause 38.4 (vi) of the Agreement. The request for assistance to be provided by the Supplier shall only be considered reasonable if such assistance can be provided within the time scales and utilising the existing resources provided under the Agreement without reasonably impacting the costs of the Supplier or the Services. Any Termination Assistance requested by TfL outside the scope of this assistance shall be provided at those rates as set out in the Rate Card.

Schedule 21

Supplier Confidential Information

Supplier Confidential Information shall include the following:

Generally or the content of Clause [CI] or Schedule [Sch]	Description of the information or item	FOI Act Exemption that may be applicable
Generally:-	Any costing or pricing information supplied by the Supplier.	Section 41(1) and 43(2)
	Any information, statistics or data relating to products or services supplied by the Supplier	Section 41(1) and 43(1) and 43(2)
	The details of any Intellectual Property Rights not available on a public register or placed in the public domain by the Supplier	Section 41(1) and 43(1) and 43(2)
	The details of any methodology used by the Supplier in the performance of this Agreement	Section 41(1) and 43(1) and 43(2)
	Any information which is by its very nature confidential and not intended to be made publicly available by the Supplier	41(1)
Clauses:-		
CI 43	The whole of Clause 43.1	Section 41(1) and 43(2)
CI 45	Any monetary amounts	Section 41(1) and 43(2)
CI 46	Any monetary amounts	Section 41(1) and 43(2)
Schedules:-		
Sch 1	The whole of the Parent Company Guarantee	Section 41(1) and 43(2)
Sch 3	Content of Transition Plan	Section 41(1) and 43(2)
Sch 4	The metrics of the Service Levels	Section 41(1) and 43(2)
Sch 5	The Incentive Mechanism	Section 41(1) and 43(2)
Sch 8	The Representations and any documents referred to therein	Section 41(1) and 43(2)
Sch 14	The whole of the Schedule	Section 41(1) and 43(2)

Schedule 22

Security

22.1 Introduction

This Schedule sets out TfL's security requirements for the Service and includes, without limitation:

- 22.1.1. principles for security of the Services;
- 22.1.2. the security processes;
- 22.1.3. compliance with IS027001:2005
- 22.1.4. audit and testing; and
- 22.1.5. the Security Policy framework.

22.1.6 The security requirements set out in this Schedule are not exhaustive and TfL reserves the right from time to time, under the Technical Change Management Process, to specify further security requirements for inclusion in the security processes.

22.2 Principles for Security for the Service

To provide the Services including, without limitation, all Call-Off Services under this Agreement in accordance with TfL Group IM security policies, processes and standards as well as compliance with IS027001:2005 and all relevant legislation .

22.3 Definitive Security Policies and Processes

22.3.1 The TfL Security Policy and standards applicable to TfL premises shall be definitive for the Suppliers delivery of services from TfL premises and be agreed with the supplier.

22.3.2 The Supplier's security policy and processes, for agreement-specific Supplier locations and services, shall be definitive for the supplier's delivery of services from agreement-specific supplier locations This security policy shall comply with IS027001:2005 and be agreed with TfL Security Manager.

22.3.3 Security processes shall be created, by the Supplier, for delivery of services from TfL premises. These processes shall conform to TfL Security Policy and shall be agreed with TfL.

22.3.4 Out of Hours Network management support shall comply with IS027001:2005 standards and be provided from agreement-Specific

Supplier locations agreed with TfL. Certificated proof of compliance with ISO27001:2005 shall be provided and maintained current throughout the period of the Agreement for all Agreement specific Supplier locations.

22.3.5 The Supplier and TfL shall, prior to the first “go live” date for the Services (as may be set out in the Transition Plan), create, agree and implement security processes for Agreement-specific Supplier locations and Services. These processes shall comply with the TfL Security Policy.

22.3.6 Security shall be provided to protect TfL’s information, assets, Networks and systems by:

- 22.3.6.1 ensuring the confidentiality, integrity and availability of the data and systems making up the service;
- 22.3.6.2. ensuring that unauthorised access is not permitted to the data and systems making up the service;
- 22.3.6.3. ensuring that all Supplier’s staff, sub-contractors and third parties involved in the provision of the Services comply with the relevant security policies, processes and standards;
- 22.3.6.4. implementing effective change control;
- 22.3.6.5. implementing protection against malicious code and a means of isolating and removing such code from systems utilised in providing the Services;
- 22.3.6.6. protecting the Networks against unauthorised access including access from the Supplier’s own Networks;
- 22.3.6.7. actively managing and auditing the security of the Services for compliance with the relevant security policies, processes and standards;
- 22.3.6.8. maintaining an audit trail, which can be used to detect trends and also to aid the investigation of security incidents and violations;
- 22.3.6.9. providing a forum for the TfL Group IM and the Supplier’s security teams to continually improve the security policy, processes and standards so as to keep abreast of evolving security threats and an escalation point for security incidents and violations. The frequency and membership of the forum to be agreed with TfL; and

22.3.6.10 providing support for TfL's agreed audit plan of the Supplier's conformance to the relevant security policies, processes and standards and the prompt and enduring rectification of any shortfalls identified by such audits or as otherwise brought to the attention of the Supplier by TfL.

22.3.7. TfL may elect to use specialist external IT security organisations in the execution of any security reviews or audits with the Supplier. A list of TfL approved organisations for such reviews or audits shall be maintained by the TfL Security Manager and made known to the Supplier along with any changes to that list which may from time to time be required.

22.4 Security Policies, Standards and Processes

22.4.1. The relevant Security Policy, standards and processes shall set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Services provided under this Agreement. The Security Policy, standards and processes shall be regularly reviewed as necessary, throughout the duration of this Agreement, to reflect:

22.4.1.1 new or changed threats and countermeasures; and

22.4.1.2 changes to the TfL Group IM security policies, standards and processes.

22.4.2 The Security Policy, standards and processes and amendments thereto shall be agreed by the TfL Security Manager and the Supplier's Security manager.

22.5 Certification to IS027001:2005

The Supplier shall provide remote Network management services certificated to IS027001:2005. This certification shall be maintained throughout the duration of this Agreement. In the case of other Services supplied under this Agreement the Supplier shall work with TfL to ensure that the services comply with the requirements of IS027001:2005.

22.5 Audit and Testing

22.6.1 The Supplier's security shall be tested in accordance with TfL's agreed audit plan. In particular:

22.6.1.1 testing for service go live date; and

22.6.1.2. disaster recovery and contingency testing.

22.6.2 At any time TfL may require and fund an external audit to be

undertaken in respect of all or part of the Services and associated processes.

22.7 Third Party Management

22.7.1 Where third parties are involved in delivering services, they shall be subject to the Security Policy and associated processes defined and agreed with TfL. All contracts with organisations and individuals shall contain security clauses to ensure security obligations are understood and that security is controlled at the same level as required by the main contract. Third party suppliers shall be audited by the Supplier Security Manager to ensure compliance with the security policy.

22.7.2 Third party suppliers shall only be given physical and logical access to elements of the Network as necessary for the discharge of the agreement with them and at the discretion of the Supplier Security Manager. Such physical and logical access shall be controlled by physical access restrictions, password and other access controls as appropriate. Such access permissions shall be regularly reviewed and updated as necessary.

22.8 Security Incidents

22.8.1 The Supplier shall treat all security Incidents, actual or suspected, as severity one Incidents and ensure that sufficient resources are allocated to restore TfL Services to its pre-Incident status. The Supplier shall perform a formal Root Cause Analysis of all security Incidents immediately after such Incidents have come to its attention and shall produce a Service Rectification Plan to remedy the Incident and avoid its recurrence. The Supplier shall agree to implement those remedial measures set out in the Service Rectification Plan and such other remedial measures as TfL shall reasonably require. The Supplier shall provide ongoing assurance in such form as TfL may reasonably require (including, but not limited to, follow up reports on the Service Rectification Plan, any other remedial measures and the right to require one of the Supplier's UK Management board directors to meet with senior TfL personnel within such time frame as TfL may require to discuss any such Service Rectification Plan).

22.8.2 All Incidents will be dealt with initially by the business unit responsible for the relevant system and automatically fed into the Supplier's Problem management and reporting (PMR) System. All Problems are Monitored by the Supplier's UK management Incident Management Centre (**IMC**) 365 days per year, 24 hours a day. The IMC are responsible for root cause analysis and Monitoring the Technical Change Management Process.

22.8.3 The IMC process ensures that high profile incidents are escalated to senior management, including the Supplier's Information Security Manager.

22.9 Review of Security Policy, Standards and Processes

The Supplier shall ensure that the Security Policy, standards and processes are reviewed following any major changes to the Services, the system architecture and associated processes. The Supplier shall provide an electronic copy of the current security policies, standards and processes to the TfL Security Manager.

22.10 Security Processes Framework

(Agreement Specific Supplier Locations)

The Supplier's procedures and processes for services delivered from all Agreement specific Supplier locations shall be certificated to ISO27001:2005 standards.

22.10.1 TfL locations

The Supplier procedures and processes for services delivered from TfL locations shall comply with the Security Policy as documented and agreed between the Parties.

22.10.2 Identifying and classifying information assets

Procedure for the maintenance of asset register classifying each asset according to its criticality to the service and level of protection that it requires and nomination of owner to be accountable for providing that protection.

22.10.3 Security controls

Processes to cover:

- 22.10.3.1. information security management roles and responsibilities;
- 22.10.3.2. acceptable Behaviour standard applicable to all staff, and /or contractors and third party staff;
- 22.10.3.3. vetting of staff (including security clearance requirements), particularly for key staff or staff accessing sensitive information or systems. (All Supplier staff providing support for the Services shall be subject to Basic Check (BC) by the supplier's own Corporate Security Organisation. Staff occupying the following sensitive roles in support of the Agreement shall be subject to a Counter Terrorist Check (CTC) or higher security clearance level incorporating CTC checks;
- 22.10.3.4. Network Management Centre staff;

22.10.3.5. Firewall engineers;

22.10.3.6. system administrators with full domain access privileges; and

22.10.3.7 the Supplier's staff shall receive an initial security awareness briefing and awareness shall be maintained by ongoing briefings relevant to their specific role and responsibilities. All Supplier personnel based on a TfL site shall sign a certificate to acknowledge having read and understood the processes and agree to comply with them. There shall be a disciplinary policy for any such non compliance.

22.10.4 Change control

22.10.4.1. Incident Management and responses

22.10.4.2. The analysis of service records and the reporting of

22.10.4.3. effectiveness of the information security policy

22.10.4.4. emerging trends in information security incidents

22.10.4.5. input to service improvement plans

22.10.4.6. control over access to information, assets and systems.

22.10.5 Physical and environmental security

Where critical items of equipment are housed in Supplier premises, suitable physical and procedural security measures shall be established. Where equipment is housed in TfL premises, TfL shall take all reasonable steps to protect the Supplier's equipment housed on TfL premises and shall indemnify the Supplier against loss or damage to such equipment.

22.10.6 Secure areas

Processes for Data /Server /Comms rooms to include:

22.10.6.1. Control of access;

22.10.6.2. Cleanliness;

22.10.6.3. Fire evacuation;

22.10.6.4. Safe working practices;

- 22.10.6.5. Signage;
- 22.10.6.6. Visitors/third party access;
- 22.10.6.7. Out of hours works and access;
- 22.10.6.8. Environmental aspects: heating, lighting, air conditioning;
- 22.10.6.9. In-room incidents reporting processes; and
- 22.10.6.10 Room Monitoring.
- 22.10.7 Equipment security

Processes to include:

- 22.10.7.1. Secure placement of equipment'
- 22.10.7.2. Cabling;
- 22.10.7.3. Maintenance of secure locked cabinets;
- 22.10.7.4. Nomination of key-holders'
- 22.10.7.5. Recording of faults;
- 22.10.7.6. Secure disposal or re-use of equipment'
- 22.10.7.7. Removal of equipment from site' and
- 22.10.7.8. Movement of equipment between locations.
- 22.10.8 Communications and operations management

All staff shall have clear role descriptions, including a statement on security obligations and responsibilities. All role descriptions and processes shall be reviewed on a regular basis

- 22.10.9 Housekeeping
 - 22.10.9.1. Backup procedure
 - 22.10.9.2. Off-site storage
 - 22.10.9.3. Processes for the maintenance of operating, system

and security logs

22.10.9.4. Incident logging (Secondary Service Desk) processes

22.10.10 Network management

Processes on correct and secure operation of that part(s) of the Network for which Supplier are responsible.

22.10.11 Media handling and security

Processes for the management of removable computer media (e.g., tapes, disks, cassettes, and printed reports).

A clearly defined process for the secure disposal of computer media. Media containing TfL data shall be recorded and tracked. This shall include tapes, disks, floppy disks and optical media. The overwriting or destruction of this media shall be by approved means.

22.10.12 Exchanges of information and software

Processes for the secure, reliable transport and transmission of information, media and software.

22.10.13 Access Control Requirements

To include:

- 22.10.13.1. A secure logon process;
- 22.10.13.2. Defined and documented access control rules and rights for the outsourced service provider's operational staff;
- 22.10.13.3. A specific logon mechanism for system and Network management consoles;
- 22.10.13.4. Operating system accounts under the sole control of the outsourced service provider; and
- 22.10.13.5. Network access.

22.10.14 Operating system access control

Procedure for the management of system management accounts.

22.10.15 Monitoring system access and use

Processes for Monitoring system access and usage.

22.10.16 Security of system files

Procedure for the control, maintenance and security of system files.

22.10.17 Security in support processes

Processes covering:

22.10.17.1. Change management;

22.10.17.2. Planned Upgrades to software; and

22.10.17.3. Emergency Upgrades to software.

Schedule 23 – Not used

Schedule 24 – Not used

The sites and hardware that are within the scope of the Services are managed within the CMDB

Schedule 25 – Not used

The DXI Services have been removed from the scope of this Agreement