

	of this Schedule;
“Major Incident Report”	shall have the meaning given in paragraph 6.7.1 of this Schedule;
“Payment Period”	At the end of each 4-week period (or such other period as may be specified in accordance with Clause 11.1)
“Preparedness Tests”	shall have the meaning given in paragraph 6.6.1 of this Schedule;
“Problem Management”	the process used to determine the root cause of one or more Incidents and to develop workarounds and/or permanent fixes in order to minimise the frequency and/or impact of the Incidents;
“Problem Report”	a report issued as part of the investigation of a Problem which would include a summary of the Problem, related Incidents, root cause analysis, workaround and permanent resolutions;
“Problem”	the cause of one or more Incidents;
“RCC Contractor”	means Cubic Transportation Services Limited, or such other person as the Authority notifies the Service Provider is the Authority’s RCC Contractor from time to time;
“Service Bonus”	A measure of the addition to the Charges due to the Service Provider’s performance bettering the specified Service Level and/or other performance criteria;
“Service Credit”	a measure of the reduction to the Charges due to the Service Provider’s performance for failing to meet the specified Service Level and/or other performance criteria;
“Service Day”	the hours for which the services are required from the Service Provider, as defined in Schedule 4 (Service Scope Specification);
“Service Performance Report”	shall have the meaning given in paragraph 8.2 of this Schedule;
“Service Provider Site”	shall mean any building used by the Service Provider to carry out the Services (or any of them) required under the Contract.

1. Overview

1.1. Scope and Purpose

- 1.1.1. This Schedule sets out the scope and requirements in respect of the management, performance monitoring and reporting for the delivery of the Services.
- 1.1.2. The management of the Service comprises of:
 - 1.1.2.1. provision of all Service Management and other activities set out in this Schedule;
 - 1.1.2.2. managing and delivering Changes; and
 - 1.1.2.3. providing management information and service reporting as set out in Appendix 2 (Service Performance Report).
- 1.1.3. Where this Schedule sets out the requirements for the Service Provider to deliver the Services, these Services shall be provided by the Service Provider to the Authority with effect from the relevant Transition Milestone Dates as set out in the High-Level Transition Plan and/or the Detailed Transition Plan within Schedule 3 (Transition).

1.2. Service Management

- 1.2.1. The Service Provider's responsibilities for the management of the Services ("**Service Management**") shall include but are not limited to:
 - 1.2.1.1. meeting the Service Levels as specified in Appendix 1 (Service Levels);
 - 1.2.1.2. Identify scenarios, plan, and test processes and procedures for Major Incidents and respond quickly and effectively in order to minimise or prevent impact to end users and Authority Personnel;
 - 1.2.1.3. providing detailed reports and attending regular meetings on the performance of the Services against agreed performance targets and implementing corrective action and service improvement plans where necessary as set out in paragraphs 4 (Change Management) and 5 (Major Incident Management) and;
 - 1.2.1.4. Incident and Major Incident reporting.

2. General Requirements

2.1. Performance Measurement

- 2.1.1. Where a Service Level is specified in Appendix 1 (Service Levels), the Service Provider's failure to meet such Service Level will result in the application of Service Credits as set out in the relevant part of that Appendix. Where specifically provided for in Appendix 1 (Service Level) better performance than some Service Levels may, where explicitly stated to do so, result in Service Bonuses being payable.
- 2.1.2. Where the Service Provider can demonstrate to the Authority's satisfaction that a single Incident has directly resulted in the Service Provider's failure to meet multiple Service Levels as a result of which

multiple sets of Service Credits have been applied, the Parties agree that only the highest value single set of Service Credits shall be applied in that instance.

- 2.1.3. Where a performance level is expressed as a "target only" and/or "for information purposes only" these are measures which the Service Provider shall endeavour to achieve and is required to report actual performance against; however, Service Credits and/or (where applicable) Service Bonuses will not be applicable.

3. NOT USED

4. Change Management

4.1. Overview

- 4.1.1. Change Management is required to ensure that any Changes made to the Services have been appropriately communicated, assessed, tested and follows a standard process for delivery.
- 4.1.2. This section sets out the requirements of the Service Provider for the management of Changes.

4.2. Requirements

- 4.2.1. From the Service Commencement Date, the Service Provider shall implement and operate robust processes to facilitate, manage and successfully implement (as appropriate) Change ("**Change Management**").
- 4.2.2. The Service Provider shall adhere to the Authority's Change Management process, and follow its requirements including submitting a Change Request form (the format to be approved by the Authority) where required.
- 4.2.3. The Service Provider shall nominate an appropriate individual to be responsible for such Change Management (the "**Change Manager**").
- 4.2.4. The Service Provider shall provide evidence, when requested, to Assure the Authority that Changes have been suitably assessed and tested and will have no detrimental effects on the performance or availability of the Service.
- 4.2.5. In the event of an Emergency Change, the Service Provider shall use reasonable endeavours to contact and co-ordinate with the Authority Change Manager regarding the proposed resolution, including attending in person or by phone any emergency Change Advisory Board meeting convened. Where the Authority Change Manager is unavailable and the Emergency Change is required to immediately resolve an Incident then the Service Provider shall contact the Authority service desk referencing the Incident.

5. Incident Management

5.1. Overview

5.1.1. The aim of Incident management is to restore the Service to the end user as quickly as possible, often through a work around or temporary fixes, rather than through trying to find a permanent solution.

5.1.2. This section sets out the requirements of the Service Provider for the management of Incidents that are not classified as Major Incidents.

5.2. Requirements

5.2.1. The Parties shall agree a process for the management of Incidents prior to the Service Commencement Date.

5.2.2. The Service Provider shall report incidents as follows:

5.2.2.1. if the Incident meets the criteria of a Major Incident from paragraph 5 (Major Incident Management) then the Service Provider shall manage the Major Incident in accordance with paragraph 6 (Major Incident Management);

5.2.2.2. if the incident is a fault with equipment which the Authority has advised the Service Provider is managed by the RCC Contractor, notify the RCC Contractor's Level 1 Help Desk of the fault and obtain a reference number;

5.2.2.3. if the incident is not a Major Incident nor on RCC Contractor managed equipment, notify the Authority of the Incident to the Authority's Contact Centre operations team via the procedure advised to the Service Provider by the Authority from time to time, and obtain a reference number; and

5.2.2.4. perform tests, if required, and contact the Authority to confirm the Service has been restored.

5.2.3. The Service Provider shall ensure that Incidents are handed over effectively from one Service Provider Personnel to another at the end of shift or when the original Service Provider Personnel has finished their shift.

5.2.4. The Service Provider shall, upon agreement with the Authority, schedule and implement the workaround required to restore the Service and apply Change Management if requested by the Authority.

6. Major Incident Management

6.1. Overview

6.1.1. The objectives of Major Incident management are to ensure that:

6.1.1.1. the Authority is assured that a failure of any part of the Services will be recovered and all will be brought back into service with the minimum disruption to end users;

6.1.1.2. the integrity of the Services will be maintained as far as possible during any Major Incident; and

6.1.1.3. where practical, the Service Levels will be maintained during any Major Incident.

6.1.2. This section sets out the requirements for the Service Provider to develop and maintain plans for the management of Major Incidents and recovery of the Services after such events.

6.1.3. The Service Provider acknowledges and agrees that Major Incident management in respect of the Services is fully dependent upon the Major Incident Plan, and that it is necessary for the Service Provider to ensure the continuity and the provision of the Services pursuant to the terms of this Contract in all circumstances, events and scenarios, including in respect of and following a Major Incident.

6.2. Requirements

6.2.1. The Service Provider shall prepare, submit and maintain the following documents in accordance with the provisions of this Schedule:

6.2.1.1. prepare, submit and maintain the Major Incident Plan;

6.2.1.2. review and maintain the Major Incident List; and

6.2.1.3. prepare and submit Major Incident Reports.

6.3. Major Incident Plan preparation and implementation

6.3.1. The Service Provider shall within 10 Business Days following the Contract Commencement Date, provide to the Authority for Assurance a draft Major Incident Plan, which will adapt the Service Provider's own disaster recovery plan to address, as a minimum those requirements in respect of it set out in this paragraph 6.

6.3.2. The Authority shall review and comment on the draft Major Incident Plan as soon as reasonably practicable. Following such review, the Authority shall, acting reasonably and in good faith, Assure or reject the draft Major Incident Plan no later than 10 Business Days after the date on which the draft Major Incident Plan is delivered to the Authority.

6.3.3. If the Authority rejects the draft Major Incident Plan, the Authority shall inform the Service Provider in writing of its reasons for the rejection. The Service Provider shall then revise the draft Major Incident Plan (taking account of the Authority's reasonable comments) and shall re-submit a revised draft Major Incident Plan to the Authority for the Authority's Assurance within 10 Business Days of the date of the Authority's notice of rejection. The provisions of paragraph 6.3.2 and this paragraph 6.3.3 shall apply again to any resubmitted draft Major Incident Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

6.3.4. The Service Provider shall maintain in accordance with good industry practice and comply with the Major Incident Plan at all times and be able to implement the Major Incident Plan in accordance with its terms at any time.

6.3.5. The Major Incident Plan shall, as a minimum, include:

6.3.5.1. an introduction describing the purpose and structure of the Major Incident Plan and how to use the Major Incident Plan;

6.3.5.2. the overall strategy for ensuring business and service continuity (and for responding to a Major Incident) in respect of the Services;

6.3.5.3. a risk and issue assessment in relation to all elements of the Services including: