Asset Support Contract

Service Information

Annex 26

Responsibility for Management of the RTMC (Midlands)

SERVICE INFORMATION FOR ASC

ANNEX 26

CONTENTS AMENDMENT SHEET

Amend. No.	Issue Date	Amendments	Initials	Date
0	May 2013	First Issue	SOS	28/05/13
1	June 2013	Section 26.1 title amended to 'Identified and defined terms'. Section 26.2 title amended to 'General' Minor text amendments throughout document.	SOS	12/06/13

LIST OF CONTENTS

26   RESPONSIBILITY FOR MANAGEMENT OF THE RTMC (MIDLANDS)

26.1   Identified and defined terms

26.1.1   For the purposes of Table 26.1 and 26.2 "*Contractor,*" "*Provider,*" "*Service Manager*" and "*Employer*" have the meanings given to them in this contract.

All other identified and defined terms are as per the RTMC Contract (Midlands) unless stated otherwise.

26.2   General

26.2.1   The Provider performs the duties and functions of the Service Manager as set out in the RTMC (Midlands) and carries out the duties and functions as identified in tables 26.1 and 26.2 below. The Provider recommends to the Service Manager the appropriate course of action when the Service Manager's agreement is required.

26.2.2   Unless otherwise specified in tables 26.1 and 26.2, the Provider processes information obtained from the RTMC Contractor (Midlands) in accordance with the provisions of the ASC contract in respect of information of the same type and nature.

26.2.3   The Provider upon receipt of any information as specified in tables 26.1 and 26.2, relating to the Regional Technology Network (Midlands) which is outside the ASC Area Network promptly provides that information to Others providing asset support services to the Employer.

26.2.4   The Provider issues instructions to the RTMC Contractor (Midlands) when requested by the Employer and/or the Service Manager.

26.2.5   The Provider submits reports to the Employer on Annex 26 duties as agreed with the Service Manager.

26.2.6   The Provider submits copies of records in relation to Annex 26 duties when requested by the Service Manager.

26.2.7   The Provider proactively manages the performance of the RTMC Contractor (Midlands), using the RTMC Contract (Midlands) contractual mechanisms to improve RTMC Contractor (Midlands) performance.

Table 26.1:   RTMC (Midlands) Conditions of Contract

Clause Ref:	Duties and Functions
	Core Clauses
11.2(6)	When agreed with the *Service Manager,* the *Provider* decides Disallowed Cost.
13.4	The *Provider* replies to a communication submitted or resubmitted to it by the *Contractor* for acceptance. If its reply is not acceptance the *Provider* states its reasons.
13.5	The *Provider* may extend the *period for reply* to a communication if the *Provider* and the *Contractor* agree to the extension before the reply is due. The *Provider* notifies the *Contractor* of the extension which has been agreed.
13.6	When agreed with the *Service Manager,* the *Provider* issues its certificates to the *Employer* and the *Contractor*.
13.8	When agreed with the *Service Manager,* the *Provider* withholds acceptance of a submission by the *Contractor*.
14.2	When agreed with the *Service Manager,* the *Provider,* after notifying the *Contractor,* delegates any of its actions or cancels any delegation. A reference to an action of the *Provider* includes an action by its delegate.
14.3	When agreed with the *Service Manager,* the *Provider* gives an instruction to the *Contractor* which changes the Service Information.
16.1	The *Provider* gives an early warning as soon as it becomes aware of any matter which could: • increase the total of the Prices, • interfere with the timing of the *service* or

	• impair the effectiveness of the *service*. The *Provider* receives early warnings from the *Contractor*. The *Provider* enters early warning matters in the Risk Register and notifies the *Service Manager* of early warnings.
16.2	The *Provider* may instruct the *Contractor* to attend a risk reduction meeting. If instructed by the *Contractor* the *Provider* attends a risk reduction meeting. The *Provider* may instruct other people to attend if the *Contractor* agrees.
16.4	The *Provider* revises the Risk Register to record the decisions made at each risk reduction meeting and issues the revised Risk Register to the *Contractor*. A decision to change the Service Information requires the agreement of the *Service Manager.* The *Provider* instructs any change to the Service Information at the same time as it issues the revised Risk Register.
21.3	Within two weeks of the *Contractor* submitting a plan to it for acceptance, the *Provider* either accepts the plan or notifies the *Contractor* of its reasons for not accepting it.
22.1	The *Provider* receives a revised plan submitted by the *Contractor* for acceptance.
23.1	When agreed with the *Service Manager,* the *Provider* instructs the *Contractor* to submit particulars of the design of an item of Equipment to the *Provider* for acceptance.
24.1	The *Provider* receives details of a proposed replacement person submitted by the *Contractor* for acceptance.
24.2	When agreed with the *Service Manager,* the *Provider*, having stated its reasons, instructs the *Contractor* to remove an employee.
25.2	When agreed with the *Service Manager,* any cost incurred by the *Employer* as a result of the *Contractor* not providing the facilities and other things it is to provide is assessed by the *Provider* and paid by the *Contractor*.
26.2	The *Provider* receives the name of each proposed Subcontractor submitted by the *Contractor* for acceptance. The *Provider* notifies the *Service Manager* of the name of each proposed Subcontractor.

26.3	The *Provider* receives the proposed conditions of contract for each subcontract submitted by the *Contractor* for acceptance. Acceptance is subject to the agreement of the *Service Manager*
27.2	The *Provider* notifies the *Contractor* of Others requiring access to work being done and to Plant and Materials being stored for the RTMC Contract.
32.1	When agreed with the *Service Manager* except in an emergency, the *Provider* instructs the *Contractor* to stop or not to start any work or later instructs it that it may re-start or start it.
40.3	The *Provider* notifies the *Contractor* of each of its tests and inspections before it starts and afterwards notifies the *Contractor* of its results. The *Provider* receives notifications from the *Contractor* of its tests. The *Provider* may watch any test done by the *Contractor*.
40.6	When agreed with the *Service Manager*, the *Provider* assesses the cost incurred by the *Employer* in repeating a test or inspection after a Defect is found. The *Contractor* pays the amount assessed.
41.1	The *Provider* notifies the *Contractor* when those Plant and Materials which the Service Information states are to be tested or inspected before delivery have passed the test or inspection.
42.1	When agreed with the *Service Manager*, the *Provider* assesses the cost to the *Employer* of having a Defect corrected by other people.
42.2	When agreed with the *Service Manager*, the *Provider* arranges for the *Employer* to allow the *Contractor* access if it is needed for correcting a Defect.
43.1	The *Provider* with the agreement of the *Service Manager* may propose, and/or receive a proposal from the *Contractor*, that the Service Information should be changed so that a Defect does not have to be corrected. If the *Contractor* and the *Provider* are prepared to consider the change, the *Provider* receives a quotation for reduced Prices submitted by the *Contractor* for acceptance. If the *Provider* accepts the quotation, it gives an instruction to change the

	Service Information and the Prices accordingly. Acceptance is subject to the agreement of the *Service Manager.*
50.1	When agreed with the *Service Manager*, the *Provider* assesses the amount due at each assessment date. The first assessment date is decided by the *Provider* to suit the procedures of the Parties and is not later than the *assessment interval* after the *starting* date.
50.4	When agreed with the *Service Manager*, the *Provider* considers any application for payment the *Contractor* has submitted on or before the assessment date. The *Provider* gives the *Contractor* details of how the amount due has been assessed.
50.5	When agreed with the *Service Manager*, the *Provider* corrects any wrongly assessed amount due in a later payment certificate.
51.1	When agreed with the *Service Manager*, the *Provider* certifies a payment within one week of each assessment date.
61.1	For compensation events which arise from the *Provider* giving an instruction or changing an earlier decision, the *Provider* notifies the *Contractor* of the compensation event at the time of giving the instruction or changing the earlier decision. The *Provider* also instructs the *Contractor* to submit quotations, unless the event arises from a fault of the *Contractor* or quotations have already been submitted.
61.2	The *Provider* may instruct the *Contractor* to submit quotations for a proposed instruction as agreed with the *Service Manager* or a proposed changed decision.
61.3	The *Provider* receives notification from the *Contractor* of an event which has happened or which the *Contractor* expects to happen as a compensation event. The *Provider* informs the *Service Manager* of any notification received.
61.4	When agreed with the *Service Manager*, that an event notified by the *Contractor* • arises from a fault of the *Contractor,* • has not happened and is not expected to happen,

	• has no effect upon Defined Cost or • is not one of the compensation events stated in the RTMC contract, the *Provider* notifies the *Contractor* of its decision that the Prices are not to be changed.
61.5	If the *Provider* decides that the *Contractor* did not give an early warning of the event which an experienced contractor could have given, it notifies this decision to the *Contractor* when it instructs it to submit quotations.
61.6	When agreed with the *Service Manager* that the effects of a compensation event are too uncertain to be forecast reasonably, the *Provider* states assumptions as agreed with the *Service Manager* about the event in its instruction to the *Contractor* to submit quotations. Assessment of the event is based on these assumptions. If any of them is later found to have been wrong, the *Provider* notifies a correction.
62.1	After discussing with the *Contractor* different ways of dealing with the compensation event which are practicable, the *Provider,* with the agreement of the *Service Manager,* may instruct the *Contractor* to submit alternative quotations.
62.3	The *Provider* receives quotations submitted by the *Contractor* and replies within two weeks of the submission. Its reply, agreed with the *Service Manager*, is • an instruction to submit a revised quotation, • an acceptance of a quotation, • a notification that a proposed instruction will not be given or a proposed changed decision will not be made or • a notification that it will be making its own assessment.
62.4	The *Provider* instructs the *Contractor* to submit a revised quotation only after explaining its reasons for doing so to the *Contractor*.
62.5	The *Provider* extends the time allowed for • the *Contractor* to submit quotations for a compensation event and

	• the *Provider* to reply to a quotation if the *Provider* and the *Contractor* agree to the extension before the submission or reply is due. The *Provider* notifies the extension that has been agreed to the *Contractor*.
62.6	The *Provider* receives from the *Contractor* any notification that the *Provider* has not replied to a quotation within the time allowed. The *Provider* replies to the notification within two weeks. The *Provider* informs the *Service Manager* of any notification received.
63.3	If the *Provider,* with the agreement of the *Service Manager,* and the *Contractor* agree, rates and Prices in the Price List may be used as a basis for assessment instead of Defined Cost and the resulting Fee.
64.1	The *Provider,* with the agreement of the *Service Manager,* assesses a compensation event • if the *Contractor* has not submitted a quotation and details of its assessment within the time allowed, • if the *Provider* decides that the *Contractor* has not assessed the compensation event correctly in a quotation and it does not instruct the *Contractor* to submit a revised quotation, • if, when the *Contractor* submits quotations for a compensation event, it has not submitted a plan or alterations to a plan which the RTMC contract requires it to submit or • if, when the *Contractor* submits quotations for a compensation event, the *Provider* has not accepted the *Contractor*'s latest plan for one of the reasons stated in the RTMC contract.
64.2	The *Provider,* with the agreement of the *Service Manager*, notifies the *Contractor* of its assessment of a compensation event and gives it details of it within the period allowed for the *Contractor*'s submission of its quotation for the same event.
64.3	The *Provider* receives from the *Contractor* any notification that the *Provider* has not assessed a compensation event within the time allowed replied to a quotation within the time allowed. The *Provider* replies to the notification within two weeks. The *Provider* informs the *Service Manager* of any notification received.
84.1	The *Provider* receives certificates which state that the insurance required by the RTMC contract is in force submitted by the

	Contractor for acceptance. The *Provider* informs the *Service Manager* of any certificates received.
86.1	The *Provider* submits policies and certificates for insurances provided by the *Employer* to the *Contractor* for acceptance before the *starting date* and afterwards as the *Contractor* instructs.
90.1	The *Provider* receives notifications from either Party wishing to terminate the *Contractor*'s obligation to Provide the Service and giving details of the reason for terminating. When instructed by the *Service Manager*, the *Provider* issues a termination certificate to both Parties promptly if the reason complies with the RTMC Contract.
90.4	Within thirteen weeks of termination, and with the agreement of the *Service Manager*, the *Provider* certifies a final payment to or from the *Contractor* which is the *Provider's* assessment of the amount due on termination less the total of previous payments.
91.2	The *Provider,* with the agreement of the *Service Manager*, may notify that the *Contractor* has defaulted in one of the following ways and not put the default right within four weeks of the notification:. • Substantially failed to Provide the Service (R11). • Not provided a bond or guarantee which the RTMC contract requires (R12). • Appointed a Subcontractor for substantial work before the *Provider* has accepted the Subcontractor (R13).
92.2	P3 The *Provider,* with the agreement of the *Service Manager*, may notify the *Contractor* that the *Employer* no longer requires Equipment to complete the *service.*
	Option A
20.5	The *Provider* consults with and receives from the *Contractor*, forecasts of the final total of the Prices for the whole of the service. The *Provider* provides the *Service Manager* with the forecasts.
54.2	The *Provider* receives revisions of the Price List submitted by the *Contractor* for approval. Approval is subject to the agreement

	of the *Service Manager.*
	Option X2
X2.1	The *Provider,* with the agreement of the *Service Manager*, may notify the *Contractor* of a compensation event for a change in the law and instruct it to submit quotations.
	Option Z
Z6	**Recovery of sums due from *Contractor***
Z6.1	When under the contract any sum of money is recoverable from or payable by the *Contractor,* the *Provider*, with the agreement of the *Service Manager,* shall: • deduct such sum when assessing the amount due to the *Contractor* pursuant to clause 50.2 or • give notice in writing the sum that is to be paid by the *Contractor* to the *Employer.*
Z8	**Discrimination, Bullying and Harassment**
Z8.4	The *Provider* receives notification from the *Contractor* of any investigation or proceedings brought against the *Contractor* under the Discrimination Acts in connection with the RTMC contract. The *Provider* informs the *Service Manager* of any notification received.
Z9	**Confidentiality and Disclosure of information**
Z9.1	The *Provider*, with the agreement of the *Service Manager,* may consult and consent to the disclosure of information by the *Contractor*.
Z10	**Conflict of interest**

Z10.1	The *Provider* receives notification from the *Contractor* of any uncertainty about whether a conflict of interest may exist or arise. The *Provider* informs the *Service Manager* of any notification received.
Z12	**Subcontracting**
Z12.3	The *Provider*, with the agreement of the *Service Manager,* may request and receive from the *Contractor*, details of the relevant due date under the RTMC contract and the date upon which the amount due in respect of each Subcontract was paid to the Subcontractor. The *Provider* provides the *Service Manager* with the information received.
Z12.4	The *Provider*, with the agreement of the *Service Manager,* may, having stated its reasons, instruct the *Contractor* to remove a Subcontractor
Z12.5	The *Provider*, when instructed by the *Service Manager,* gives agreement for the *Contractor* to subcontract to an Associated Company.
Z13	**Data protection**
Z13.4	The *Provider* receives notification from the *Contractor* if the *Contractor* has received: • a request from any person whose Personal Data it holds to access his Personal Data or • a complaint or request relating to the *Employer*'s obligations under the Data Protection Acts. The *Provider* informs the *Service Manager* of any notification received.
Z13.5	The *Provider* may request and receive from the *Contractor* assistance and co-operation in relation to any complaint or request received. The *Provider* provides the *Service Manager* with any information received.
Z13.7	The *Provider* receives notification from the *Contractor* when the *Contractor* becomes aware of any breach of this clause or of the Data Protection Acts. The *Provider* informs the *Service Manager* of any notification received.

Z13.8	The *Provider*, when instructed by the *Service Manager,* gives agreement for the *Contractor* to process the Personal Data outside the European Economic Area.
Z19	**Quality Management**
Z19.3	The *Provider* notifies the *Contractor* if it considers that the Quality Plan does not comply with the requirements of the RTMC Contract. The *Provider* receives the *Contractor*'s proposed changes to the Quality Plan for acceptance. The *Provider* informs the *Service Manager* of any changes.
Z19.4	The *Provider* receives proposed revisions to the Quality Statement from the *Contractor* for acceptance. The *Provider* informs the *Service Manager* of the revisions.
Z20	**Audit, Quality Management Points and Correction of Nonconformities**
Z20.1	The *Provider* receives notifications of the internal audit dates from the *Contractor,* and receives copies of all internal audit documentation including reports and action plans from the *Contractor*. The *Provider* informs the *Service Manager* of the internal audit dates.
Z20.2	The *Provider*, with the agreement of the *Service Manager,* may carry out audits of the *Contractor's* quality management system from time to time.
Z20.4	The *Provider* receives the corrective and preventative action that the *Contractor* proposes to take to deal with a Nonconformity and submitted by the *Contractor* for acceptance.
Z20.5	Within one week of the *Contractor* submitting the proposed corrective and preventative action to it for acceptance, the *Provider* either accepts with the agreement of the *Service Manager* the proposal or notifies the *Contractor* of its reason for not accepting it.
Z20.6	The *Provider* receives a revised proposal submitted by the *Contractor* for acceptance within one week.

Z20.8	The *Provider* receives notification from the *Contractor* when the proposed actions have been taken together with verification that the defective part of the *service* has been corrected.
Z20.10	The *Provider,* when instructed by the *Service Manager,* instructs the *Contractor* to accrue the applicable number of Quality management points calculated in accordance with the Quality Table.
Z20.12	The *Provider* attends meetings to consider ways of reducing the number of Quality Management Points in effect to 25 or less and to avoid accruing further Quality Management Points. The *Provider* receives a report from the *Contractor* setting out • the actions agreed at the meeting and • any other actions which the *Contractor* proposes to take. The *Provider* provides the *Service Manager* with a copy of the report.
Z20.13	If the *Provider* does not accept the *Contractor*'s proposals or the *Contractor* does not take the agreed actions, the *Provider,* with the agreement of the *Service Manager,* serves a quality warning notice on the *Contractor*. The *Provider* receives a report from the *Contractor* setting out the actions which the *Contractor* has taken and what further or alternative actions it proposes to take to reduce the number of Quality Management Points in effect to 25 or less. The *Provider* provides the *Service Manager* with a copy of the report.
Z20.14	The *Provider* receives weekly reports from the *Contractor* setting out the actions it has taken, the results of those actions and the actions which are still to be taken by it. The *Provider* provides the *Service Manager* with a copy of the report.
Z22	**Project Bank Account**
Z22.3	The *Provider* receives details of the banking arrangements for the Project Bank Account submitted by the *Contractor* for acceptance. Acceptance is subject to agreement by the *Service Manager*. The *Provider* receives copies of communications with the *project bank*. The *Provider* provides the *Service Manager* with copies of the information received.

Z22.6	The *Provider* receives applications for payment submitted by the *Contractor*. The *Provider* submits the applications for payment to the *Service Manager.*
Z25	**Incidents**
Z25.1	Following an Incident, the *Provider,* with the agreement of the *Service Manager* except in an emergency*,* may instruct the *Contractor* to stop Providing the Service (or part of the *service*), remove Equipment and Materials from the Regional Technology Network and/or take such other actions as are necessary to enable the Regional Technology Network and/or the Traffic Technology Systems (or part of them) to be brought back into use by traffic as soon as possible and to minimise disruption to the free flow of traffic on the Regional Technology Network.
Z26	**Illegal and impossible requirements**
Z26.1	The *Provider* receives notifications from the *Contractor* that the Service Information requires it to do something which is illegal or impossible. The *Provider* may request and receive proposals from the *Contractor* for overcoming the illegality or impossibility. If required the *Provider,* with the agreement of the *Service Manager,* gives an instruction to change the Service Information.
Z27	**Annual Price Reductions**
Z27.2	The *Provider* receives from the *Contractor* a proposed reduction in the Price for each lump sum in the Price List. The *Provider*, if instructed by the *Service Manager*, issues an instruction to amend the Price List accordingly.
Z28	**Continual Improvement**
Z28.3	The *Provider* receives details of any Efficiency Improvement submitted by the *Contractor* for acceptance. Acceptance is subject to the agreement of the *Service Manager.*
Z29	***Provider*'s provided Premises**

Z29.1	The *Provider* agrees with the *Contractor* the basis upon which the *Contractor* occupies and uses the Premises.
Z29.3	The *Provider*, with the agreement of the *Service Manager*, may accept that the *Contractor* may use its own premises.
Z29.4	The *Provider* provides fully serviced and furnished office accommodation as stated in the Service Information for the use of representatives of the *Contractor*.
Z31	**Termination**
Z31.2 – 91.3	The *Provider*, with the approval of the *Service Manager*, may notify that the *Contractor* has defaulted in one of the following ways and not stopped defaulting within four weeks of the notification except for failures to comply with Z4, Z8, Z11, Z13, Z15, Z20 • Substantially hindered the *Employer* or Others (R14). • Substantially broken a health or safety regulation (R15).
Z34	**Routine Maintenance Plan**
Z34.1 – 21.1	The *Provider* receives a first Routine Maintenance Plan (a plan) submitted by the *Contractor* for acceptance.
Z35	**Ambiguities and Inconsistencies**
Z35.1 – 17.1	The *Provider* receives notifications from the *Contractor* of any ambiguity or inconsistency in or between the documents which are part of the RTMC contract. The *Provider* notifies the *Contractor* as soon as it becomes aware of any ambiguity or inconsistency in or between the documents which are part of the RTMC contract. The *Provider,* as directed by the *Service Manager*, gives an instruction resolving the ambiguity or inconsistency.
Z36	**Records**

Z36.1	The *Provider* may request that the *Contractor* makes available detailed records relating to the Regional Technology Network, the Traffic Technology Systems and the *service* (including performance levels in the Regional Technology Network and the Traffic Technology Systems, the Defined Cost of Providing the Service and records relating to Subcontractors) in the format and containing the details and for the period specified in the Service Information. The *Provider* informs the *Service Manager* of the records that are available.
Z36.2	The *Provider* receives from the *Contractor* information in the form, at the times and containing the details specified in the Service Information relating to • the Defined Cost of Providing the Service, • performance levels in the Regional Technology Network and the Traffic Technology Systems by reference to the Performance Requirements and the performance measures referred to in the Service Information and • asset inventory and condition. The *Provider* provides the *Service Manager* with the information.
Z37	**Innovations**
Z37.1	The *Provider* receives from the *Contractor* a proposal for an Innovation. The *Provider* informs the *Service Manager* of any proposals received.
Z37.4	The *Provider* receives from the *Contractor* an outline business case. The *Provider* provides the *Service Manager* details of any outline business case received.
Z37.6	The *Provider,* if instructed by the *Service Manager*, takes part in a joint review of the outline business case.
Z37.7	The *Provider* receives from the *Contractor* a detailed business case. The *Provider* provides the *Service Manager* details of any detailed business case received.

Z37.8	The *Provider,* if instructed by the *Service Manager*, takes part in a joint discussion of the *Contractor*'s proposal.
Z37.10	The *Provider,* if instructed by the *Service Manager*, instructs the implementation of the Innovation as a change to the Service Information.
Z38	**Co-operation**
Z38.1	The *Provider* co-operates with the *Contractor* and Others in obtaining and providing information which they need in connection with the Area Network, the Regional Technology Network and/or the Traffic Technology Systems.
Z38.2	The *Provider* liaises and co-operates with the *Contractor* and Others: • appointed by the *Employer* to manage and carry out works on the Area Network and/or the Regional Technology Network, or • responsible for the management and maintenance of roads and systems adjacent to or serving the Area Network, the Regional Technology Network and the Traffic Technology Systems, or otherwise as stated in the Service Information in order to enable the *Contractor* to Provide the Service .
Z41	**Parent Company Guarantee**
X4.1	The *Provider*, if instructed by the *Service Manager*, requires the *Contractor* to give to the *Employer* a guarantee by the requisite parent company of the *Contractor*'s performance in the form set out in Schedule 1
Z42	**Changes to the Network Information**]

Z42.1	*Provider* may give an instruction to the *Contractor* which changes the Network Information. In the event that the change to the Network Information is a change in: • the Area Network, such change is not a compensation event and there is no increase in the Prices, • the Affected Property, such change is a compensation event in accordance with clause 60.1(10) (subject to clauses Z32.2 and Z32.3), or the Employer's Stocks, such change is only a compensation event if and to the extent that it gives rise to a compensation event pursuant to one of the events identified in clause 60.1.
Z43	**Reporting Spend information with Small and Medium Sized Enterprises**
Z43.1	The *Provider* receives from the *Contractor* reports for each Small and Medium Sized Enterprise (SME) in the *Contractor*'s supply chain each quarter from the *starting date* and at the end of the *service period* setting out: • the names of each SME, • the value of the proportion of the RTMC contract each SME will be undertaking, • the monthly amounts paid to each SME in the quarter and • the aggregated value paid to each SME since the *starting date.* The *Provider* provides the *Service Manager* with details of any the reports.

Table 26.2:   RTMC (Midlands) Service Information

Clause Ref:	Duties and Functions
	General Obligation
0.2.1 (2) (b)	The *Provider* obtains and responds to information from the *Contractor* on any improvements or enhancements that could be made to the Traffic Technology System to reduce congestion and improve reliability.
0.2.1 (2) (f)	The *Provider* obtains adequate information and forewarning from the *Contractor* of any events or any matters affecting the Traffic Technology Systems (Midlands), as will enable the *Provider* to minimise any adverse consequences of those events or matters. If any information or forewarning of any event is in regard to Traffic Technology Systems (Midlands) outside the boundary of the ASC Area Network the *Provider* promptly provides that information to Others providing asset support services to the *Employer*. If the arrangement is within the boundary of the ASC Area Network the *Provider* acts in accordance with Annex 12 of the Service Information.
0.2.3	The *Provider* sets, measures and adjusts targets from time to time for the *Contractor* to meet, by managing its activities, in accordance with the NDD and ASC Performance Management Framework and the Technology Maintenance and Management Manual (TMMM), as modified and updated by the *Employer* from time to time.
	Quality Management
1.1.1(2)	The *Provider* inspects where necessary to ensure that the *Contractor*'s documented quality processes or procedures are in place.
1.1.2(2)	The *Provider* obtains, reviews and accepts within *the period for reply* any proposed revisions from the *Contractor* to its Quality

	Plan.
	Data Management
1.2.2(1)	The *Provider* agrees the *Contractor*'s Business Information Gateway interface or other access arrangements.
1.2.3(1)	The *Provider* obtains from the *Contractor* the reports specified in Appendix E of the RTMC Service Information in such form and compatible with such software as the *Provider* may reasonably require.
	Health & Safety
1.3.2(1)	The *Provider* obtains from the *Contractor* details of any serious incidents involving any person injured or killed or any significant near miss – an event that, whilst not causing harm, has the potential to cause serious injury or death within 24 hours of the incident If such an incident has occurred in any area outside the ASC Area Network the *Provider* promptly provides that information to Others providing asset support services to the *Employer*. If the incident has occurred in the ASC Area Network the *Provider* is to report the incident using the Accident and Incident Reporting System as listed in Annex 6 of the ASC Service Information.
	Public Relations and Media
1.4.1(3)	The *Provider* obtains all media enquiries from the *Contractor*. Upon receipt of such enquiries the *Provider* acts in accordance with the requirements of the "Highways Agency's Communication Strategy" and complies with the requirements of Annex 3 of the ASC Service Information.
1.4.1(4)	The *Provider* obtains from the *Contractor* the information necessary for the operation of the *Employer*'s information service and complies with the requirements of Annex 3 of the ASC Service Information in relation to such information.
1.4.1(5)	The *Provider* obtains recommendations from the *Contractor* on publicity for matters relating to the Regional Technology

	Network.
	If any recommendation on publicity matters is in regard to any area outside the boundary of the ASC Area Network the *Provider* promptly provides that information to Others providing asset support services to the *Employer*. If the arrangement is within the boundary of the ASC Area Network the *Provider* acts in accordance with Annex 3 of the ASC Service Information.
	Customer Enquiries, Correspondence and Complaints
1.4.2(1)	The *Provider* obtains from the *Contractor* all queries and complaints obtained by the *Contractor* relating to the Traffic Technology Systems.
	If any queries or complaints are in regard to any area outside the boundary of the ASC Area Network the *Provider* promptly provides that information to Others providing asset support services to the *Employer*. If the arrangement is within the boundary of the ASC Area Network the *Provider* acts in accordance with clause 1.8.2 of the ASC Service Information.
1.4.2(2)	The *Provider* requests and reviews information obtained from the *Contractor* to support the preparation by the *Provider* of statements or responses to questions or issues raised by or on behalf of any public organisation (including the United Kingdom parliament, any local authority or any member or representatives of the foregoing).
	The *Provider* imposes time periods (acting reasonably having regard to the purpose of the provision of the information requested and to the nature and extent of the information requested) for the receipt of the above information from the *Contractor*.
	Upon receipt of such enquiries the *Provider* acts in accordance with clause 1.8.2 of the ASC Service Information.
1.4.2(3)	The *Provider* obtains from the *Contractor* any communications in connection with the subject matter of the RTMC Contract and the Regional Technology Network generally with:
	(a) MP's or MEP's,
	(b) Any public organisation and
	(c) any other third party where the matters in question might reasonably be expected by the *Contractor* to have political

	significance, be in the public interest, or concern issues of policy.
	If any communication is in regard to any area outside the boundary of the ASC Area Network the *Provider* promptly provides that information to Others providing asset support services to the *Employer*. If the arrangement is within the boundary of the ASC Area Network the *Provider* acts in accordance with clause 1.8.2 of the ASC Service Information.
	Branding, Marketing, Advertising and Publicity
1.4.3(1)	The *Provider* must ensure that the *Contractor* conforms with the Highways Agency Visual Identity Requirements for Suppliers with further information and guidance available from the local Highways Agency Media Services (Graphics) office and that all text must follow the *Employer's* language branding guidelines known as 'Tone of Voice'
	Mobilisation
1.5.1	The *Provider* obtains a mobilisation process prepared in accordance with the Quality Management requirements of Appendix B of the RTMC Service Information from the *Contractor* within two weeks of the starting date of the RTMC Contract and reviews and, where appropriate, accepts it.
1.5.3(6)	The *Provider* provides to the *Service Manager* the *Contractor*'s recommendations in relation to actions to complete records and data.
1.5.3(7)	The *Provider* obtains from the *Contractor* details of duties being performed by the outgoing contractor and ongoing work on the Traffic Technology Systems and provides such information to the *Service Manager*.
1.5.3 (9)	The *Provider* liaises with the *Contractor* to agree (a) how and from which facilities the Employer's Stocks will be handed over to the *Contractor,* (b) how the *Contractor* uses the Employer's Stocks, (c) how the *Contractor* reports to the *Provider* and

	(d) where the Employer's Stocks are held by the *Contractor*.
1.5.3(10)	The *Provider* reviews the *Contractor*'s information security plan and accepts it where appropriate.
1.5.3(11)	The *Provider* agrees with the *Contractor* initial target values for the performance indicators identified in the NDD and ASC Performance Management Framework.
	De-mobilisation
1.6.1	The *Provider* obtains the following information from the *Contractor* in a format agreed by the *Provider*. A draft of the information is to be provided 3 months before the expiry of the service period and is to be finalised 1 week before the expiry of the RTMC service period or at a time agreed by the *Provider*: a) All relevant inventories and records including any electronic inventories/records, b) The data collected, calculations and the results of analyses produced by the *Contractor*; and c) A report on all outstanding defects, work in progress and the *Contractor*'s assessment of all duties that would appropriately be performed by the *Contractor* after the end of the RTMC contract period. If the information listed above is in regard to any area outside the boundary of the ASC Area Network the *Provider* promptly provides that information to Others providing asset support services to the *Employer*. If the information is in regard to the ASC Area Network the *Provider* acts in accordance with clause 1.10 of the ASC Service Information
1.6.2(6)	The *Provider* obtains from the *Contractor* all digital information that is accumulated during the RTMC contract period, other than the *Contractor*'s digital information relating to the acquisition and management of the *Contractor*'s resources, at the end of the RTMC *Contractor* service period.
	Facilities provided by the *Provider*
1.7	The *Provider* provides the contractor with office and depot space in accordance with Annex 8 of the ASC Service Information.

	Financial Management
	Provider's **Annual Planning**
2.1.1	The *Provider* obtains assistance from the in preparing its Annual Commercial Plan for each Financial Year.
	Monthly Spend Forecasting
2.2	The *Provider* provides financial forecasts and estimates received to the *Service Manager.*
	Cost Capture and Cost Control
2.3.1	The *Provider* provides cost records received to the *Service Manager*.
2.3.2	The *Provider* accepts where appropriate the *Contractor*'s proposals for continual improvement.
	Invoicing
2.4.1	When agreed with the *Service Manager*, the *Provider* stipulates all the supporting information required from the *Contractor* to demonstrate how the amount stated as due in each invoice has been assessed.
	Inventories & Records
3.1.3(2)	The *Provider* agrees with the *Contractor* acceptable formats in which the *Contractor* maintains records, taking into account advances and other developments in information systems.
3.1.4(1)	The *Provider* may request from the *Contractor* records and inventories which are available for inspection by the *Provider* at all reasonable times.

	Planning and Co-ordination
4.1.1(1)(a)	The *Provider* liaises with the *Contractor* in relation to all fatal and other major accidents.
4.1.1(1)(b)	The *Provider* obtains assistance from the *Contractor* in approving the interface between the *Employer*, Emergency Services and other highway authorities.
4.1.1(1)(c)	The *Provider* convenes meetings to be attended by the *Contractor* and Others relating to the management, operation, performance and maintenance of the Regional Technology Network and the obligations of the *Contractor*.
4.1.1(1)(f)	The *Provider* requests information to be provided by the *Contractor* to the TASC Network Board as defined in the RTMC) Service Information. If such information received is in regard to any area outside the boundary of the ASC Area Network the *Provider* promptly provides that information to Others providing asset support services to the *Employer*. If the information is in regard to the ASC Area Network the *Provider* acts in accordance with Annex 10 of the ASC Service Information.
4.1.2(1)	The *Provider* obtains assistance from the *Contractor* with the development of the protocols in accordance with the RTMC contract governing the interaction between the control centres, the Traffic Officers and Others providing asset support services.
	Managing Road Space
4.2.1(1)	The *Provider* obtains from the *Contractor* lane closure information for input into the *Employer's* "Scheduled Roadworks" (SRW) database for planned and unplanned events that result in a loss of lane availability to traffic using the Regional Technology Network. If such information received is in regard to any area outside the boundary of the ASC Area Network the *Provider* promptly provides that information to Others providing asset support services to the *Employer*. If the information is in regard to the ASC Area Network the *Provider* will input into the SRW.

4.2.1(2)	The *Provider* liaises with Others and notifies the *Contractor* of the requirements for network occupancy of the Regional Technology Network.
4.2.1(3)	When agreed with the *Service Manager*, the *Provider* instructs the *Contractor* as to specific working restrictions on the Regional Technology Network as apply to the ASC Area Network or as are advised by Others providing asset support services to the *Employer*. If no instruction is given the working restrictions on the Regional Technology Network identified in the Network Information shall apply.
	Traffic Management
4.3.3	The *Provider* agrees with the *Contractor* a process for making traffic management requests.
	Incident Management
4.4.1	The *Provider* receives from the *Contractor* notification of an instruction given to *Contractor* by the Emergency Services following an Incident.
4.4.3	The *Provider* obtains the necessary resources from the *Contractor* to assist the *Provider* and Others in returning the Regional Technology Network to normal operating standards following an Incident.
4.4.4	The *Provider* communicates with the *Contractor* regarding Incidents, especially outside normal working hours.
	Third Party Claims
4.5.1	The *Provider* obtains from the *Contractor* all information relating to Traffic Technology Systems involved in Third Party Claims. If such information is in regard to any area outside the boundary of the ASC Area Network the *Provider* promptly provides that information to Others providing asset support services to the *Employer*. If the information is in regard to the ASC Area Network the *Provider* will input into the SRW

	Routine Maintenance and Fault Rectification
	Routine Maintenance
5.1.1 and 5.1.4	The *Provider* obtains, reviews, requires amendments and accepts as appropriate a Routine Maintenance Plan produced by the *Contractor*.
	Routine Maintenance
5.1.6 and 5.1.7	The *Provider* obtains, reviews and, where appropriate, accepts proposals from the *Contractor* if the *Contractor* considers that a component, other than a consumable or perishable item, of the Traffic Technology Systems is beyond economic repair.
	If the *Provider* accepts a proposal for the replacement of a component, the *Employer* replaces the component from the Employer's Stocks or, if the component is not available from the Employer's Stocks, the *Provider* purchases the component and the *Provider* supplies the component to the *Contractor*.
	Fault & Failure Rectification
5.2.1(2)	The *Provider* notifies the *Contractor* of faults which it receives.
5.2.2(1)	The *Provider* agrees a process with the *Contractor* for handling faults with systems for which Others will need access to the Regional Technology Network.
	Employer's Stocks
5.4.1 (1) & (3)	The *Provider* agrees with the *Contractor* a process for the issue of Employer's Stock from the *Provider*'s facilities to the *Contractor*.
	The *Provider* agrees with the *Contractor* a process for the return of Employer's Stock to the *Provider*'s facilities at the end of the RTMC Contract.

	Severe Weather Plan
5.3.2	The *Provider* obtains and approves where appropriate the Severe Weather Plan as defined in the RTMC Contract from the *Contractor* so that this plan is operational by the commencement of the first winter period.
5.3.3	The *Provider* obtains the Severe Weather Plan from the *Contractor* • not later than the earlier of four weeks prior to the access date or the 15th of August before prior to the commencement of the first winter period; • on or before the 15th of August for each subsequent year. The *Provider* reviews and comments on the Severe Weather Plan on or before the 15th of September each year.
	Appendix C – Performance Management
C.3.1, C.3.5, C.3.6, C.3.7 & C.3.8	The *Provider* requests any performance information from the *Contractor* in line with the Regional Technology Maintenance Contract Performance Management Manual (RTMCPMM) and associated documents as added to or amended from time to time.
C.3.9	The *Provider* requests clarification from the *Service Manager*, if required by the *Contractor,* in relation to unclear data formatting requirements, and passes the response to such clarifications to the *Contractor* to allow the *Contractor* to update data accurately and ensure that performance data is entered precisely against the relevant fields and attributes in the PMIS.
C.5.1	With the *Service Manager's* agreement, the *Provider* may opt to utilise the AMO (or other parties) to undertake the audit as defined in Appendix C of the Service Information of the RTMC on behalf of the *Employer*. Performance of the *Contractor* against the requirements of Appendix C of the Service Information of the RTMC will be included into the audit process as defined in the RTMC Contract. Should the *Provider* not utilise the AMO (or other parties) to undertake the audit the *Provider* will undertake the audit.

C.6.1	The process for amendments to any of the requirements (including to the performance targets set, or the measures themselves) within Appendix C of the Service Information in the RTMC is:
	The *Provider* obtains any proposed Regional Technology Network specific amendments from the *Contractor*. The *Provider* submits these to the *Service Manager,* for consideration by the *Employer's* Asset Management Office (AMO) for approval.
	The *Provider* issues written confirmation of the decision of the AMO to the *Contractor* upon receipt of approval or otherwise by the AMO.
	Appendix E - Reports
E.1	The *Provider* obtains the following reports as required and defined in the RTMC Contract submitted by the *Contractor*:
	• Monthly Progress Reports
	• Report on Performance
	• Accidents and Incidents Reports
	• Severe Weather Plan
	• Non-conformity and Corrective Action Reports
	• Demobilisation Report
	Appendix F - Procedural Forms
F.1.2	The *Provider* obtains from the *Contractor* any relevant Procedural Forms as defined in the RTMC Contract and required to be completed and submitted by the *Contractor* and reviews them. The *Provider* provides copies of the Procedural Forms and its reviews to the *Service Manager* when requested.