

Withdrawal Notice

Variation No. [XXXX]	Date [DD-MMM-YY]
VARIATION TITLE:	
Service Provider: [Inset Service Provider name]	
Authority Project Manager:	Authority Commercial Manager:
[Insert PM Name]	[Insert Commercial Manager Name]

Dear [Service Provider Contract Manager],

RE: [Contract name and date]

We are hereby withdrawing Variation [Variation no.] – [Title] with immediate effect. Please cease implementation of the Variation and update your records accordingly.

[Please advise whether any abortive costs have been incurred and, if so, provide full details of such costs within 10 Business Days. - ***Not to be used for Proposed Variations unless an Authority to Proceed has already been issued***]

Copy to: [Authority Contract Manager], [Authority Project Manager]

For the Authority: [Transport for London] [insert name] [insert job title]	Signed:
-------------------------------------------------------------------------------------	---------

10 SCHEDULE 10 - NOT USED

11 SCHEDULE 11 - HANDBACK OF SERVICE

9. Introduction

9.1. Scope & Purpose

9.1.1. This Schedule 11 (Handback of Services):

9.1.1.1. sets out the strategy to be followed on handback of the Services (or services similar to the Services), where appropriate to a member of the Authority Group and/or any Successor Operator(s); and

9.1.1.2. requires the Service Provider to support an orderly, controlled handover of responsibility for the provision of the Services from the Service Provider to a member of the Authority Group and/or any Successor Operator(s) (as applicable), at the Authority's direction, with the minimum of disruption and so as to prevent or mitigate any inconvenience to the Authority by means of the implementation of the Handback Plan.

9.1.2. It is recognised that the Contract needs to make provision for a member of the Authority Group and/or any Successor Operator not only to take responsibility for any services that are the same as the Services, but also to provide services which are similar to the Services (or any of the activities comprised within them) and/or which have the same or similar use, function, or application as the Services (in whole or part) or their outputs. This Schedule 11, and in particular references to "handback of the Services" "services similar to the Services" and similar expressions shall be interpreted accordingly.

10. Handback

10.1. Handback Plan

10.1.1. The "**Handback Plan**" shall, in relation to all aspects of the handover of the Services (or services similar to the Services) or part thereof to a member of the Authority Group and/or any Successor Operator(s), include details of the following as a minimum:

10.1.1.1. the organisation arrangements including roles and responsibilities for specific individuals and the allocation of resources for the Services (or services similar to the Services);

10.1.1.2. the rationale considered and any assumptions made in developing the Handback Plan;

10.1.1.3. the interface arrangements with the Authority, any Interfacing Parties, or any other person;

10.1.1.4. a complete breakdown of all tasks and work streams structured as reasonably required by the Authority;

10.1.1.5. the handback process for the Services and the function of each of them;

10.1.1.6. time frames with milestones for the transfer of the provision of the Services (or services similar to the Services) from the Service

Provider to any member of the Authority Group and/or any Successor Operator(s) and transfer of or access to Data to any member(s) of the Authority Group and/or any Successor Operator(s);

10.1.1.7. implications of the transfer of the relevant Services (or services similar to the Services) including any applicable Third Party software licences and configurations for the Service Provider's requirements under the performance regimes;

10.1.1.8. details of the transfer of assets, where appropriate and a timetable for the handback of relevant assets including all Authority Assets;

10.1.1.9. NOT USED

10.1.1.10. details regarding the transfer of the relevant Service Provider Personnel, as required by TUPE, and information regarding all the Service Provider Personnel who are engaged in the performance of the Service Provider's obligations under the Contract and such other information as set out at Clause 37 (Transfer of Employees on Expiry or Termination), and ongoing access to Key Personnel or any other personnel who the Authority considers key for a smooth transition of Services (or services similar to the Services) to any member(s) of the Authority Group and/or any Successor Operator(s);

10.1.1.11. all relevant Data regarding the Services including Service Provider information in such form as the Authority and/or any Successor Operator(s) may reasonably require;

10.1.1.12. NOT USED; and

10.1.1.13. such other details or information as the Authority may reasonably require.

10.1.2. The Handback Plan shall, in accordance with the process set out in paragraphs 10.1.3 to 10.1.5 below:

10.1.2.1. make reasonable assumptions using the Service Provider's experience under the Contract as to how the Services can be transferred to a member of the Authority Group and/or any Successor Operator(s) (at the Authority's direction), with details of mitigation actions until such time when the Authority and/or any Successor Operator(s) have defined what such arrangements will be implemented by the Authority and/or any Successor Operator(s) in any future Authority and/or Successor Operator(s) transition plan(s); and

10.1.2.2. NOT USED.

10.1.3. The Service Provider shall submit a draft Handback Plan to the Authority no later than the earlier of the 1st anniversary of the Service Commencement Date or as required by the Authority in relation to termination of the Contract. The Service Provider shall finalise the Handback Plan:

10.1.3.1. not later than six (6) months after the 1st anniversary of the Service Commencement Date, taking due account of the Authority's comments; or

10.1.3.2. as required by the Authority in relation to a termination of the Contract pursuant to Clause 34 (Breach and Termination of Contract) (as applicable).

10.1.4. Save as specified in any Successor Plan, all Handback Plans delivered to the Authority shall:

10.1.4.1. in respect of the first Handback Plan due by the Service Provider:

10.1.4.1.1. cater for all Services to have phased End Dates;

10.1.4.1.2. unless otherwise specified by the Authority, be based on handback to a single member of the Authority Group or Successor Operator; and

10.1.4.1.3. be based on any other information reasonably specified by the Authority and/or where necessary any other reasonable assumptions (which shall be explicitly set out in the Handback Plan); and

10.1.4.2. in respect of each Handback Plan thereafter, cater for different Services having phased or staggered End Dates to the extent specified by the Authority in the most recent Successor Plan and/or take account of any notice served by the Authority pursuant to Clause 34.9.

10.1.5. The Service Provider shall, as soon as reasonably practicable and in any event within two (2) months of the first Successor Plan being provided to it, deliver to the Authority an updated Handback Plan which shall reflect such Successor Plan. Thereafter, the Service Provider shall, within one (1) month following its receipt of a change to the Successor Plan, review, update and submit to the Authority for approval a revised Handback Plan which reflects such revised Successor Plan.

10.1.6. The Service Provider shall consult fully with the Authority in relation to the preparation of each version of the Handback Plan, and shall take full account of the Authority's comments.

10.1.7. The Service Provider shall, within fourteen (14) days of receipt of a notification from the Authority, amend the latest Handback Plan to correct identified non-conformities, incorporate any other comments or feedback from the Authority and resubmit it to the Authority. The Authority shall, within fourteen (14) days of resubmission of the Handback Plan, notify the Service Provider of any remaining or new non-conformities. Subject to Clause 33 (Dispute Resolution) and without limiting the Authority's right to issue a Required Variation (including in relation to any aspect of the Handback Plan, the procedure in this paragraph 10.1.7 shall be repeated until the Handback Plan is free from non-conformities and agreed and confirmed by the Authority in writing.

10.2. NOT USED

10.2.1.

11. NOT USED

12. Reports and Meetings

12.1. NOT USED

12.2. Performance Reports and Meetings

- 12.2.1. The Service Provider shall report on progress of handback in the Service Performance Report and matters affecting handback shall be discussed at the Service Review Meeting.

12 SCHEDULE 12 - NOT USED

13 SCHEDULE 13 - NOT USED

14 SCHEDULE 14 - ASSURANCE

1. Overview

- 1.1. The Service Provider shall provide Assurance to the Authority to ensure the Authority gains the necessary levels of confidence that the Service Provider is complying with its obligations under the Contract and, in particular, in relation to the delivery of the Services.
- 1.2. The purpose of the Assurance process set out below is to provide clarity and visibility of the methods by which the Authority will gain Assurance.
- 1.3. In relation to a project or a programme, the Service Provider shall propose how it plans to Assure the Authority that it will comply with its Contract obligations. The Authority may at its sole discretion require additional Assurance activities.
- 1.4. Given the size and complexity of the Services and the Authority's business, the Service Provider agrees that several different business units and groups internal and external to the Authority may be affected by Changes, and may require to be involved in the Assurance process at different times and to varying levels. Notwithstanding this, the Contract Manager shall be the Authority's prime point of contact with the Service Provider in accordance with Clause 13 (Operational Management).

2. General Assurance Process

- 2.1. The Service Provider shall ensure that the Authority gains Assurance:
 - 2.1.1. through the Service Provider's maintenance and submission of the documentation and information set out in Clause 9 (Major Incident Management) and in Schedules 3 (Transition) to 11 (Handback of Service) inclusive;
 - 2.1.2. through the processes set out in Schedule 8 (Service Management);
 - 2.1.3. NOT USED; and
 - 2.1.4. through a programme of Assurance audits in accordance with paragraph 3 of this Schedule, Assurance Events and/or milestones as provided for under the Contract.
- 2.2. The Service Provider acknowledges and agrees that the Authority may use (as the Authority sees appropriate), as a minimum, the following general methods throughout all phases of the Assurance process as a means of gaining Assurance regarding the Service Provider's performance:
 - 2.2.1. assessing the Service Provider's approach to identifying, evaluating and resolving emerging issues and unforeseen problems;
 - 2.2.2. auditing the Service Provider's processes and operations against the documents submitted by the Service Provider;
 - 2.2.3. measuring the Service Provider's performance for compliance with the Service Levels set out in Schedule 8 (Service Management);

- 2.2.4. reviewing the Service Provider's performance in the achievement of identified events in individual project or programme plans; and
- 2.2.5. reviewing the Service Provider's performance at regular meetings.

3. TfL Assurance Audit Programme

- 3.1. The Authority and/or its nominees shall be entitled to conduct formalised Assurance audits throughout the Term pursuant to Clause 24 (Records, Audit and Inspection) and may develop the TfL Assurance Audit Programme (being a programme of audits which the Authority proposes to undertake as part of the Assurance process) which it may maintain and issue to the Service Provider from time to time. The TfL Assurance Audit Programme will form the basis of the Authority's and/or its nominees' Assurance audits but shall not be construed as exhaustive.
- 3.2. The TfL Assurance Audit Programme shall be a twelve (12) month rolling programme of audits which shall be reviewed, updated and re-issued at least every twelve (12) months by the Authority to the Service Provider.
- 3.3. The Authority and/or its nominees shall carry out Assurance audits to check the Service Provider's compliance with the documents developed in response to the requirements of the Contract and any or all of the processes, procedures, documentation, methods of working, testing, commissioning and operations detailed therein.
- 3.4. The Authority shall, without prejudice to Clause 24 (Records, Audit and Inspection) and at least seven (7) Business Days in advance of each scheduled audit listed in the TfL Assurance Audit Programme, confirm that the audit shall take place and shall provide the Service Provider with such further information to ensure that the audits are carried out in an efficient manner with minimum disruption to the Service Provider's day-to-day operations. The Authority shall provide a detailed scope of each scheduled audit and where appropriate a list of the topics or questions to be covered so that the Service Provider can properly prepare for the Assurance audit.
- 3.5. The Authority and/or its nominees may carry out some Assurance audits and inspections without prior notice in accordance with the provisions of Clause 24 (Records, Audit and Inspection).
- 3.6. In areas of persistent or significant non-compliance by the Service Provider with its obligations pursuant to this Contract, the Authority shall be entitled to require the Service Provider to provide a report on such non-compliance and the Service Provider shall either provide a detailed report within five (5) Business Days of each such request by the Authority or agree with the Authority within five (5) Business Days an action plan for producing a report. The Service Provider shall also attend such meetings to discuss areas of persistent or significant non-compliance as the Authority reasonably requires.

4. Corrective Action Notices

- 4.1. After each Authority Assurance audit in accordance with paragraph 3 of this Schedule and/or Clause 24 (Records, Audit and Inspection) the TfL Contract Manager will prepare an audit report reviewing the Service Provider's performance. Copies of Contract Manager's Assurance audit reports shall be issued to the Service Provider along with any comments or observations. If the

Contract Manager determines that the Service Provider is non-compliant with any part of the Contract, the Contract Manager may issue a Corrective Action Notice in accordance with the provisions of Clause 16 (Corrective Action Notices).

- 4.2. In addition to any Corrective Action Notices issued as a result of an Assurance audit in accordance with paragraph 4.1 of this Schedule, the Contract Manager may, from time to time, issue such other Corrective Action Notices on any other matter where it considers that the Service Provider has failed to comply with its obligations under the Contract, in accordance with the provisions of Clause 16 (Corrective Action Notices).
- 4.3. Each Corrective Action Notice shall state clearly the reason why the Authority believes that the Service Provider is not complying with its obligations under the Contract. The Service Provider shall respond to the Contract Manager within ten (10) Business Days of the Corrective Action Notice being issued:
 - 4.3.1. stating the action it proposes to take and the timescale for completing the action; or
 - 4.3.2. providing an alternative proposal for achieving the objective(s) as set out in the relevant Corrective Action Notice and/or timescale for resolving the non-conformance along with a reasoned explanation. The Authority shall consider any such alternative proposal and at its sole discretion instruct the Service Provider to implement such a proposal which may include such amendments as are agreed with the Service Provider.
- 4.4. The Service Provider shall then implement the corrective action(s) as agreed with the Authority under paragraph 4.3 of this Schedule.
- 4.5. The Service Provider shall provide a Corrective Action Notice status report each Period in the Service Performance Report produced in accordance with Schedule 8 (Service Management) or as otherwise instructed by the Authority.

5. Assurance Feedback

- 5.1. The Authority shall provide feedback to the Service Provider at each Service Review Meeting held in accordance with Schedule 8 (Service Management) in relation to the Services on the level of Assurance that the Authority has gained in the Service Provider's performance during the preceding four (4) week period or over a longer period as appropriate.
- 5.2. The Authority shall identify and notify the Service Provider of areas where the Service Provider needs to increase its efforts to provide Assurance and the Service Provider shall comply with the Authority's reasonable instructions to provide such Assurance.

15 SCHEDULE 15 - SERVICE PROVIDER CONFIDENTIAL INFORMATION

- Journeycall would request that The Authority not disclose any Confidential Information provided to it by Journeycall during the course of the provision of the Services, including without limitation disclosure of any of Journeycall's Confidential Information to any third party as part of any tender exercise.
- Journeycall request specifically that our pricing information and particulars within our training documentation be exempt from an FOI request, as we firmly believe that these differentiate us from our competitors and if released would commercially prejudice the business.

16 SCHEDULE 16 - NOT USED

17 SCHEDULE 17 - NOT USED

