



## Schedule 3 – TTL Responsibilities

## CHANGE HISTORY

Version	Description	Author	Document Number
5.0	Execution version	TfL	75251178.11

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## **1 Introduction**

- 1.1 The objective of this Schedule is to record that the Parties have agreed an explicit, unambiguous position in relation to the nature and extent of the TTL Responsibilities.
- 1.2 The TTL Responsibilities are constituted by the responsibilities on TTL set out in Paragraphs 2 and 3 below.
- 1.3 Any obligations or purported obligations of TTL shall not be TTL responsibilities unless:
  - (a) they are specifically stated to be TTL Responsibilities and set out in (or explicitly cross referenced) in Paragraph 3; or
  - (b) they are specifically stated to be TTL Responsibilities in any Change Authorisation Note.
- 1.4 Save for obligations 1, 2 and 3 set out in Paragraph 3, the responsibilities specified within this Schedule shall be provided to the Concessionaire free of charge, unless otherwise agreed between the Parties.

## **2 General Obligations**

- 2.1 TTL shall:
  - (a) perform those obligations of TTL which are set out in the Clauses of this Agreement and the Paragraphs of the Schedules except for obligations set out in:
    - (i) Schedule 2.1 (Services Description);
    - (ii) Annex 1 – Performance Indicators of Schedule 2.2 (Performance Levels);
    - (iii) Schedule 4.1 (Concessionaire Solution) and any document referenced within it;
    - (iv) Schedule 4.5 (Business Plan) and any document referenced within it;
    - (v) Annex 1 – Outline Security Management Plan of Schedule 2.4 (Security Management);
    - (vi) Annexes 1 to 4 of Schedule 6.2 (Testing and Assurance);
    - (vii) Annex 2 - Document Management Plan of Schedule 8.4 (Document Management);
    - (viii) Annex 2 – Outline Exit Plan of Schedule 8.5 (Exit Management);
    - (ix) Annex 2 of Part A of Schedule 12 (Responsible Procurement); and
    - (x) Paragraphs 1.2 and 1.3 of Part C of Schedule 7.1 (Fees and Charges).
  - (b) use its reasonable endeavours to provide the Concessionaire with access to appropriate members of TTL Personnel as such access is reasonably requested by the Concessionaire in order for the Concessionaire to discharge its obligations throughout the Term and the Termination Assistance Period;

- (c) provide sufficient and suitably qualified staff (as determined by TTL in its sole discretion) to fulfil TTL's roles and duties under this Agreement as defined in the Project Execution Plan;
- (d) use its reasonable endeavours to provide such documentation, data and/or other information that the Concessionaire reasonably requests that is necessary to perform its obligations under the terms of this Agreement provided that such documentation, data and/or information is available to TTL and is authorised for release by TTL;
- (e) Approve or Assure (as applicable) Documents in accordance with the Submissions Procedure;
- (f) procure for the Concessionaire such agreed access and use of the relevant TTL Assets (as a licensee only) as is reasonably required for the Concessionaire as if it were acting as a contractor of TTL acting for and on behalf of TTL in the provision of installation services and equipment to comply with its obligations under this Agreement provided always that such access:
  - (i) is requested by the Concessionaire in accordance with and subject to Schedule 2.3 (Standards); and
  - (ii) shall be extinguished on the granting of any relevant Concessionaire Wayleave Agreement or Operator Wayleave Agreement whereupon such Concessionaire Wayleave Agreement or Operator Wayleave Agreement will constitute the entire agreement between the Parties in respect of the access rights and shall supersede and extinguishes all prior negotiations, arrangements, understanding, course of dealings or agreements made between the Parties in relation to it;
- (g) use reasonable endeavours to ensure that other members of the TfL Group are aware at the Effective Date of the existence of this Agreement and in particular the provisions relating to exclusivity contained in Clauses 6.26 to 6.31 (Exclusivity, Current TTL Assets, Future TTL Assets, Protection of Exclusivity Rights) in accordance with TTL's usual customs and practices;
- (h) (subject to the Concessionaire establishing and maintaining appropriate measures to prevent any unauthorised or accidental interference with or loss or destruction to Telecommunications Infrastructure and Concessionaire Effects) procure that TTL Personnel and/or any others authorised by it shall, take all reasonable precautions to avoid any unauthorised or accidental interference with or loss or destruction to the Telecommunications Infrastructure and the Concessionaire Effects;
- (i) where there is a contractual obligation on TTL under any existing contract referred to in Clause 2.1(c)(v) (Due Diligence) to transfer information to a replacement contractor, use reasonable endeavours to give effect to that obligation (subject to the terms of such existing contract and any costs incurred by TTL); and
- (j) use reasonable endeavours to engage in discussions with the Concessionaire relating to the colocation of TTL Personnel and Concessionaire Personnel.

### 3 Specific Obligations

- 3.1 TTL shall, in relation to this Agreement perform TTL's responsibilities identified as such in this Agreement the details of which are set out below:

Number	Obligation	Description
1.	TTL Engineering Services	Provide suitably qualified (as determined by TTL in its sole discretion) resources of the appropriate resource grade (as described in Annex 2 (TTL Engineering Services Day Rates) of Schedule 7.1 (Fees and Charges)) to meet the resource requirements set out in the TTL Resource Forecast Report (SER1).
2.	TTL Construction Management Services	Provide suitably qualified (as determined by TTL in its sole discretion) resources of the appropriate resource grade (as described in Annex 3 (TTL Construction Management Services Day Rates) of Schedule 7.1 (Fees and Charges)) to meet the resource requirements set out in the TTL Resource Forecast Report (SER1).
3.	TTL HSE Services	Provide suitably qualified (as determined by TTL in its sole discretion) resources of the appropriate resource grade (as described in Annex 4 (TTL HSE Services Day Rates) of Schedule 7.1 (Fees and Charges)) to meet the resource requirements set out in the TTL Resource Forecast Report (SER1).
4.	TTL communication	<p>Where TTL is required to review certain submissions relating to the Bespoke Standard titled "Assurance LU Category 1 Standard S1538" or other technical or governance obligations, TTL shall use reasonable endeavours to notify the Concessionaire of the outcome of any such reviews subject to the following principles:</p> <ul style="list-style-type: none"> <li>(a) any TTL response times assumed in the Detailed Implementation Plans will be subject to TTL and TfL Group business-wide priorities at the time of receipt of any submission;</li> <li>(b) TTL will use reasonable endeavours to be as responsive as possible, and will work with the</li> </ul>

		<p>Concessionaire to expedite critical or urgent submissions on a case-by-case basis;</p> <p>(c) TTL responses will depend on the quality of the submission, evidence and information provided. Iterations may be required, or take longer due to complexity or other external factors, including additional surveying or remedial activity that requires specialist services;</p> <p>(d) in respect of any submission, TTL may reject it, require further iterations or make any approval subject to other dependencies and conditions; and</p> <p>(e) the Concessionaire shall ensure that each draft Detailed Implementation Plan takes into account any time required for submissions to be approved by TTL including the identification of the need for early engagement with TTL for time-critical, complex or potentially difficult submissions in order to facilitate a timely, progressive and smooth submission profile.</p>
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