SCHEDULE 3

TTL RESPONSIBILITIES

VERSION CONTROL

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SCHEDULE 3 – TTL RESPONSIBILITIES

1. PURPOSE

This Schedule specifies (in paragraph 3 and Appendix 1) the TTL Responsibilities for the purpose of this Agreement.

2. SCOPE

2.1 The responsibilities of TTL set out in this Schedule shall constitute the TTL Responsibilities under this Agreement. Any obligations of TTL in Schedule 2.1 (RTO System Requirements) and Schedule 4.1 (Supplier Solution) shall not be TTL Responsibilities and TTL shall have no obligation to perform any such obligations unless they are included or cross-referenced in the table in Appendix 1.

2.2 The TTL Responsibilities shall be provided to the Supplier free of charge, unless otherwise agreed between the Parties.

3. GENERAL TTL RESPONSIBILITIES

3.1 In addition to the specific TTL Responsibilities set out at Appendix 1, TTL shall:

3.1.1 perform those obligations of TTL which are set out in the Clauses of this Agreement and the paragraphs of the Schedules (except Schedule 2.1 (RTO System Requirements) and Schedule 4.1 (Supplier Solution));

3.1.2 use its reasonable endeavours to provide the Supplier with access to appropriate members of TTL Personnel, as such access is reasonably requested by the Supplier in order for the Supplier to discharge its obligations throughout the Term;

3.1.3 provide sufficient and suitably qualified TTL Personnel to fulfil TTL's roles and duties under this Agreement;

3.1.4 use its reasonable endeavours to provide such documentation, data and/or other information that the Supplier 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; and

3.1.5 subject to Clauses 5.16 and 5.17 of this Agreement, procure for the Supplier such agreed access and use of TTL Sites (as a licensee only) and facilities (including relevant IT systems) as is reasonably required for the Supplier to comply with its obligations under this Agreement, such access to be provided during TTL's normal working hours on each Working Day or as otherwise agreed by TTL (such agreement not to be unreasonably withheld or delayed).

APPENDIX 1 – SPECIFIC TTL RESPONSIBILITIES

	TTL RESPONSIBILITY	TIME PERIOD (e.g. duration of Term or the Transition Period)	IMPACT IF TTL RESPONSIBILITY NOT PERFORMED
1.	[redacted]	[redacted]	[redacted]
2.	[redacted]	[redacted]	[redacted]
3.	[redacted]	[redacted]	[redacted]
4.	[redacted]	[redacted]	[redacted]
5.	Reasonable access to members of TTL Personnel to support the Agile Methodology, subject to and in accordance with Schedule 6.3 (Agile Software Development).	Duration of Term	May impact on quality outcomes of design activities and achievement of the Milestones from Milestone MS2A onwards for the Transition Services and also for Roadmap Projects and Innovation Projects (where the Agile Methodology is used).
6.	Provision of relevant TTL or TfL or other systems for which TTL or TfL is responsible for as identified in the Architecture Overview and the SITS Interface Catalogue, for the purpose of the Supplier's	Duration of Term	May result in interoperability issues between the RTO System and interfaced systems, delaying Milestones from Milestone MS5 onwards and timely delivery of

	TTL RESPONSIBILITY	TIME PERIOD (e.g. duration of Term or the Transition Period)	IMPACT IF TTL RESPONSIBILITY NOT PERFORMED
	interoperability testing under this Agreement.		Roadmap Projects and Innovation Projects.
7.	Reasonable access to members of TTL Personnel for the purposes of supporting Testing at pre-planned and agreed periods, in accordance with Schedule 6.2 (Testing) and as detailed in the Transition Plan or in Roadmap Project and Innovation Projects delivery plans.	Duration of Term	May impact achievement of Milestones from Milestone MS3A onwards and timely delivery of Roadmap Projects and Innovation Projects.
8.	[redacted]	[redacted]	[redacted]
9.	Reasonable access to members of TTL Personnel to support RTO System Requirements clarification and development of the Requirements Traceability Matrix. This shall include attendance by TTL Personnel at reasonable technical workshops and reasonable work-shadowing of UTC System Users by Supplier Personnel.	Transition Period	May impact Achievement of Milestones MS1, MS2A, MS2B and subsequent Transition Milestones.
10.	Reasonable access to members of TTL Personnel to review and approve RTO System visual models and prototypes in a timely manner, as requested by the Supplier and detailed in the Transition Plan.	Transition Period	May impact achievement of Milestone MS2A and Milestone MS2B and subsequent Transition Milestones.
11.	Provision of copies of the UTC System database at key agreed points during the Transition Period, as requested by the Supplier and detailed in the Transition Plan.	Transition Period	May impact on effective testing and performance of the RTO System and achievement of the Transition Milestones.

	TTL RESPONSIBILITY	TIME PERIOD (e.g. duration of Term or the Transition Period)	IMPACT IF TTL RESPONSIBILITY NOT PERFORMED
12.	Reasonable access to TTL Personnel, as detailed in the Transition Plan, for the purposes of reviewing and Approving Transition Milestone deliverables in accordance with the Document Approval Procedure.	Transition Period	May impact achievement of the Transition Milestones from Milestone MS1 onwards.
13.	Provision of a reasonable number of appropriately skilled TTL Personnel to support migration activities as detailed in the Transition Plan.	Transition Period	May impact achievement of the Transition Milestones from Milestone MS7A onwards.
14.	Provision of a copy of the detailed network design of the UTC System prior to Milestone MS1 or otherwise by the agreed dates set out in the Transition Plan.	Transition Period	May impact achievement of the Transition Milestones from Milestone MS2A onwards.
15.	Reasonable access to all available information relating to the UTC System, including user manuals and training guides, prior to Milestone MS1 or otherwise by the agreed dates set out in the Transition Plan.	Transition Period	May impact achievement of Milestone MS2A and Milestone MS2B
16.	Provision of available TTL or TfL test data to support testing activities in accordance with Schedule 6.2 (Testing) and by the agreed dates set out in the Transition Plan.	Transition Period	May result in tests that are not fully representative and impact on the Transition Milestones from Milestone MS4 onwards.
17.	[redacted]	[redacted]	[redacted]
18.	[redacted]	[redacted]	[redacted]

	TTL RESPONSIBILITY	TIME PERIOD (e.g. duration of Term or the Transition Period)	IMPACT IF TTL RESPONSIBILITY NOT PERFORMED
	[redacted]		[redacted]
19.	To provide and assist with the setup of existing TfL VISSIM models for use by the Supplier as part of pre-migration testing in accordance with the timescales set out in the Transition Plan.	Transition Period	Will add significant risk to development and testing as it will prevent comparison of performance between the UTC System and the RTO System. This could impact the achievement of the agreed timescales for the Transition Services.
20.	Management of Other SITS Suppliers (but subject to the Supplier's compliance with its co-operation obligations set out in Clauses 5.9 to 5.11 of this Agreement).	Duration of Term	Will add significant risk to the delivery of the Transition Services and the interfaces between the RTO System and Third Party systems provided by Other SITS Suppliers.
21.	Provision of existing UTC System training material used for new TTL Personnel.	Transition Period	Misalignment of training approach, which could delay the provision of the Transition Services and/or impact the successful operation of the Road Network.
22.	Provision of TfL 'Training Champions' to work with the Supplier's training team to deliver effective training to TTL Personnel and Users as detailed within Schedule 4.1 (Supplier Solution) and the Transition Plan.	Transition Period	Will result in inadequate training of TTL Personnel and Users, which could delay the provision of the Transition Services and/or impact the successful operation of the Road Network.