

SCHEDULE 12

Asset Management

1. Asset Management

1.1 The Service Provider shall:

- (A) develop procedures for Asset management which shall cover, but shall not be limited to the following: (i) Asset acquisition; (ii) sale and transfer of ownership of Assets; (iii) disposal of Assets; and (iv) destruction of Assets and shall submit such procedures in writing to TfL for Assurance;
- (B) document and operate processes for managing and maintaining the Asset Register in accordance with the provisions of this Schedule 12;
- (C) ensure that all documents relating to processes established for the purposes of Asset management are made available in soft and hard copy to its Personnel; and
- (D) provide training for all Personnel on its Asset management procedures developed pursuant to paragraph 1.1(A) at the commencement of their employment and shall thereafter provide regular training to update its Personnel on such procedures.

1.2 The Service Provider shall use its best endeavours to re-use Assets where such re-use is (i) cost effective; and (b) has the effect of reducing the quantity of Hardware and Software to be purchased and subsequently disposed of by the Service Provider.

2. Asset Register

2.1 The Service Provider shall manage and maintain an Asset Register in accordance with the provisions of this Schedule 12, and shall ensure that the Document Library at all times contains the up-to-date Asset Register.

3. Items to be Included in the Asset Register

3.1 The Service Provider shall develop and deliver to TfL for Approval in accordance with the Project Plan an Asset Register in a Microsoft Excel format (or such other format reasonably required by TfL and notified to the Service Provider). The Service Provider shall:

- (A) ensure that the Asset Register contains, at a minimum, the level of detail required under paragraph 3.3;
- (B) maintain and keep up to date the Asset Register in accordance with paragraph 8; and
- (C) ensure that the Asset Register includes (but is not limited to) the following Assets:

- (1) all Assets with a purchase value of more than £250;
- (2) all security devices and security keys;
- (3) all Software and associated manuals and documentation, including COTS Software; and
- (4) all communications or connectivity infrastructure Assets.

3.2 The Service Provider acknowledges and agrees that, notwithstanding the Approval by TfL of the Asset Register or any other act or omission of TfL, TfL will not be bound by any of the information in the Asset Register, or be deemed to have acknowledged, approved or accepted the accuracy or completeness of any of the information in the Asset Register.

3.3 **Details of Assets to be included in the Asset Register**

The Asset Register shall include such detail as TfL may reasonably require from time to time (and which TfL shall notify to the Service Provider), and as a minimum shall include the following details for each Asset:

- (A) whether it is owned by the Service Provider or a Third Party;
- (B) which Service Element(s) it is to be used for;
- (C) a description;
- (D) the purchase date;
- (E) the purchase price;
- (F) the purchase order number and supplier of the Asset;
- (G) the anticipated life;
- (H) a description of the condition of the Asset;
- (I) the Asset history (including but not limited to maintenance, configuration and refurbishment);
- (J) warranty details for the Asset and associated components;
- (K) a unique asset number allocated to the Asset;
- (L) any manufacturer's serial numbers;
- (M) details of maintenance arrangements in place in respect of the Asset;
- (N) physical location;
- (O) current status/usage (stock, live, test systems etc.); and
- (P) where necessary, notification of Asset disposal.

4. **Additional Asset reporting requirements**

4.1 The Service Provider shall upon request from TfL (and at no extra cost to TfL) report on:

- (A) the number of Software licenses in an inventory against the number of Software licenses installed; and
- (B) consolidated Software license compliance of the Service Provider taking into account its associated license rights across multiple versions, editions and suites.

5. **Basis of Depreciation**

The Service Provider shall ensure that the book value of Assets owned by the Service Provider will be depreciated on a straight-line basis (cost / life) from the month immediately following purchase of the Asset and in accordance with generally accepted accounting practice. Depreciation of Assets shall not be charged to, or borne by, TfL.

6. **Disposal of Assets**

6.1 The Service Provider shall:

- (A) comply with the current applicable Laws relating to the handling, storage, transfer and disposal of all waste materials, including requirements set by the *Waste Electronic and Electrical Equipment Regulations 2006* and by the *Site Waste Management Plans Regulations 2008*;
- (B) take active measures to reduce the amount of waste generated;
- (C) take active measures to maximise the reuse and recycling of waste that is generated;
- (D) propose to TfL economically viable working methods and materials which may result in an improvement in environmental performance; and
- (E) monitor, record and report to TfL on an Annual basis:
 - (1) the amount of waste produced, recycled and reused;
 - (2) the amount of products which have been procured; and
 - (3) the proportion of products procured which are classed as recycled and/or green products.

6.2 The Service Provider shall develop and provide to TfL for Approval a draft Disposal of Assets Policy on or prior to the Operational Commencement Date. The Disposal of Assets Policy must:

- (A) comply with all current applicable Laws and any applicable TfL policy; and
- (B) address the requirements in this paragraph 6.2 and such other requirements as notified by TfL (acting reasonably) to the Service Provider.

7. **Consistency with Service Provider's Solution**

The Service Provider shall at all times ensure that all Assets used by it are consistent with the plans and specifications set out in the Service Provider's Solution.

8. **Updates to Asset Register**

The Service Provider shall update the Asset Register and deliver a copy of the updated Asset Register to TfL's Representative within 10 Working Days of the end of each Operating Period.

9. **Audit**

TfL reserves the right to undertake any inspection of the Assets and any audit or check of any matter relating to the Service Provider's Asset Management and/or the contents of the Asset Register in accordance with Clause 36 (*Audit and Inspection*) of this Agreement.