

## SCHEDULE 10

### Contract Management and Reporting Procedure

#### 1. **Scope And Definitions**

1.1 This schedule sets out:

- (A) contract management procedures; and
- (B) the Management Information and reporting requirements with which the Service Provider shall comply.

1.2 The objective of this schedule is to ensure that a successful working relationship is maintained that will enable:

- (A) the implementation of the Services in a timely manner and in any event in accordance with the timescales required under this Agreement; and
- (B) TfL to monitor the Service Provider's performance of the Services.

#### 2. **Contract Manager**

2.1 In accordance with the provisions of clause 35 (Key Personnel), the Service Provider shall nominate a contract manager, with prime responsibility for the Service Provider's provision of the Services, the management of the Agreement and for presenting, reviewing and authorising Changes under the Change Request Procedure (the "**Contract Manager**").

#### 3. **Project Management**

3.1 A project review group will be set up consisting of the Contract Manager, TfL's Programme Manager and such other persons as may be agreed between the Service Provider and TfL from time to time (the "**Project Review Group**").

3.2 The Project Review Group's responsibilities will include, but not be limited to:

- (A) review of the Incident Log and resolution of escalated Incidents;
- (B) review of the risk register and resolution and mitigation of risks;
- (C) monitoring of progress against the Implementation Plan;
- (D) without prejudice to the parties' rights under clause 91 (Dispute Resolution), resolving cross-functional project or cross-discipline differences that impede progress; and
- (E) reviewing the level of the Service Provider's resources.

- 3.3 The Project Review Group will meet weekly in London or at such other period or venue as may be agreed between the Service Provider and TfL (each such meeting being a “**Project Review Meeting**”). Minutes will be taken by the Service Provider and circulated following review and sign-off by TfL. The minutes shall include an action log detailing actions for either the Service Provider or TfL as agreed at the Project Review Meeting. Such actions shall only be deemed closed when the parties have agreed them to be closed at a Project Review Meeting or expressly in writing.
- 3.4 In the event that the Contract Manager is unable to attend a Project Review Group Meeting, such meeting shall be attended by a representative of the Service Provider:
- (A) who shall be an equivalent of, or more senior member of, the Service Provider’s Personnel than the Contract Manager; and
  - (B) whose identity shall be communicated to, and agreed by, TfL prior to the meeting.
- 3.5 Unless expressly agreed in writing to the contrary by TfL and the Service Provider, the decisions taken by, actions of and any failure to act by, the Project Review Group shall not in any way relieve the Service Provider of any of its obligations under this Agreement nor shall they constitute a Change or grounds for a Change Request or make TfL responsible for any additional cost or expense or create any liability on TfL.
4. **Strategic Review**
- 4.1 Strategic Review meetings shall be held between the Service Provider and TfL. The frequency of the Strategic Review meetings may be varied by mutual agreement subject to a minimum requirement of one Strategic Review meeting each calendar month.
- 4.2 Strategic Review meetings shall be the forum for, but not limited to, the review by the Service Provider and TfL at the senior operational management level of:
- (A) Performance Indicator Reports;
  - (B) escalated Incidents;
  - (C) escalated risks;
  - (D) major business Changes; and
  - (E) significant commercial, legal and media issues.
- 4.3 The Strategic Review meetings will be attended by:
- (A) the Service Provider’s Executive Board Member with overall responsibility for this Agreement;
  - (B) TfL’s Director of Congestion Charging;

- (C) the Service Provider's Business Operations Services Lead;
- (D) TfL's Head of Business Operations;
- (E) the Service Provider's Enforcement Operations Services Lead;
- (F) TfL's Head of Enforcement Operations;
- (G) the Service Provider's Commercial Manager;
- (H) TfL's Head of Technology and Commercial; and
- (I) such other persons as the parties may agree or TfL shall reasonably require.

4.4 The Strategic Review meetings shall:

- (A) take place at TfL's offices unless otherwise agreed in advance; and
- (B) be minuted by the Service Provider.

4.5 The minutes of each Strategic Review meeting shall:

- (A) include an action log detailing actions to be undertaken by the Service Provider and TfL as agreed at the Strategic Review meeting. Such actions shall only be deemed closed when the parties have agreed them to be closed at a Strategic Review meeting or expressly in writing; and
- (B) be provided to TfL's Representative by the Service Provider within five (5) Working Days of the relevant meeting. The Service Provider shall make such amendments to the minutes as TfL reasonably requires. The minutes of the preceding Strategic Review meeting shall be agreed and signed by both the Service Provider and TfL at each Monthly Strategic Review Meeting.

4.6 Unless otherwise agreed by TfL each Strategic Review meeting shall be held in the last week of the Month immediately following the Month which is the subject of the Strategic Review meeting.

4.7 At each Strategic Review meeting, the Service Provider shall provide and present information, reports and documents (with such content and in such format and style as TfL may Approve) relating to the provision of the Services.

4.8 Notwithstanding any other obligations of the Service Provider to supply reports to TfL, the Service Provider shall provide copies of any Incident Reports and any other reports relating to Compensation Events, Relief Events and Force Majeure Events, that were or should have been provided by the Service Provider to TfL in relation to the relevant Month, at each Monthly Strategic Review meeting.

4A. **Innovations Board**

4A.1 The Service Provider shall establish a board comprised of such persons as it deems appropriate (the "**Innovations Board**") which shall seek to identify opportunities for improvement and cost reduction in the delivery of the Services.

4A.2 The Innovations Board shall meet once per year or more regularly as the Parties may agree, at such time and venue as the Parties may agree.

4A.3 TfL shall be entitled to attend all meetings of the Innovations Board.

4A.4 In the event that the Innovations Board identifies any opportunities for service improvement and/or cost reduction it shall put forward such identified opportunities as Changes in accordance with the Change Control Request Procedure.

## 5. **Review of Performance Management Regime**

5.1 The parties agree that the Performance Management Regime set out in schedule 5 (Service Level Agreement) shall be reviewed on a six (6) Monthly basis commencing six (6) Months after the Operational Commencement Date.

## 6. **Performance Indicator Reporting**

6.1 The Service Provider shall provide Performance Indicator Reports each Month to TfL in a format Approved by TfL, on or before the Performance Indicator Report Date:

(A) to such person or persons as TfL may from time to time specify; and

(B) in a format to be submitted in draft by the Service Provider to TfL for Approval, and to be finalised by the Service Provider including any amendments proposed by TfL, no later than three (3) Months prior to the Planned Operational Commencement Date, and thereafter with such amendments as may be reasonably required by TfL from time to time.

6.2 The Performance Indicator Reports shall report on the following:

(A) the Service Provider's performance in respect of the Performance Indicators set out in schedule 5 (Service Level Agreement); and

(B) the Service Provider's performance in respect of any additional Performance Indicators as may be required from time to time pursuant to schedule 5 (Service Level Agreement) and/or schedule 9 (Change Control Request Procedure).

6.3 If TfL or the Service Provider identifies any errors, omissions or discrepancies in the Performance Indicator Reports the Service Provider shall promptly correct such errors, omissions or discrepancies and republish the Performance Indicator Reports within two (2) Working Days of such errors, omissions or discrepancies being identified, or such other period as the Parties may expressly in writing agree.

## 7. **Financial Reporting**

7.1 The Service Provider shall provide financial reports ("**Financial Reports**") to TfL for the purpose of the Strategic Review meetings.

7.2 The Service Provider shall provide the Financial Reports no later than one (1) week in advance of the relevant Monthly Strategic Review meeting.

- 7.3 The Financial Reports shall include such information on financial aspects of the provision of the Services and the Schemes as TfL reasonably requires from time to time including the details required under schedule 32 (Revenue Collection and Payment) and, without prejudice to the generality of the foregoing:
- (A) amounts of Revenue received, broken down to indicate from where they originated;
  - (B) full details of amounts held on suspense accounts and how long individual sums have been held;
  - (C) full reconciliation of all sums received;
  - (D) details of all overpayments received into the Collection Accounts; and
  - (E) details of any repayments, reductions or refunds made.
- 7.4 Financial Reports provided by the Service Provider shall provide details of both cash received during the period to which they relate and of amounts due in relation to PCNs on an accruals basis.
- 7.5 The Service Provider shall provide its Financial Statements to TfL within ten (10) Working Days of auditor approval each year, which shall be discussed at the next Monthly Strategic Review meeting thereafter.
- 7.6 All Financial Reports and Financial Statements provided by the Service Provider shall comply with UK GAAP and shall be provided to TfL in a commercially standard format or such other format as TfL may agree.
- 7.7 The Financial Reports provided for the Strategic Review meeting referred to in paragraph 7.1 above shall include, in addition to the relevant Monthly details, a year end report including full details of bad debts and such summaries, explanations, information and aggregated details for the preceding Financial Year as TfL may require.

## 8. **Other Reporting Requirements**

- 8.1 The Service Provider shall provide all reports as stipulated in the Statement of Requirements in accordance with the timeframes set out in this Agreement.
- 8.2 The Service Provider shall provide all Management Information in accordance with the Statement of Requirements and the Service Level Agreements.

## 9. **Incident Reporting**

- 9.1 The Service Provider shall promptly:
- (A) identify all Incidents that come to its attention, whether raised by its own Personnel, by Other Service Providers or by TfL, as a result of or in connection with Testing and/or during the provision of the Services;

- (B) record the Incident in the Incident Log (which, in the case of a Security Incident, shall be no later than four (4) hours after it came to the Service Provider's attention) and prepare an Incident Report in relation thereto in such format as TfL may require from time to time;
- (C) classify any Incident arising (whether raised by TfL or the Service Provider) as one of the categories set out in paragraph 9.3;
- (D) notify TfL of the Incident and the Service Provider's proposed classification of the Incident in accordance with any timing requirements set out in the Specification and the Incident Communication Plan; and
- (E) notify any relevant Other Service Provider of any Incident which may affect, or of any Errors or problems arising from, that Other Service Provider's Systems in accordance with the Incident Communication Plan.

9.2 New and any other outstanding Incidents shall be discussed at the Project Review Meeting during the Implementation Phase and at the Strategic Review meetings during the Operational Phase. TfL shall be entitled to call, and the Service Provider shall attend, any additional meetings to discuss the proper classification of each new Incident and any other outstanding Incidents on such notice as TfL deems appropriate.

9.3 Incidents shall be classified as either:

- (A) an Error, which shall be logged in the Incident Log and shall identify the relevant Severity Level applicable to it and shall be resolved by the Service Provider at its cost; or
- (B) a change to TfL's requirements as set out in the Specification, which shall be logged in the Change Log; or
- (C) a Service Issue, which shall be logged in the Incident Log, shall identify the relevant Severity Level applicable to it and shall be resolved by the Service Provider at its cost; or
- (D) a Security Incident, which shall be logged in the Incident Log, shall identify the relevant Severity Level applicable to it and shall be resolved by the Service Provider at its cost; or
- (E) a PI Incident, which shall be logged in the Incident Log, and shall be resolved by the Service Provider at its cost in accordance with this Agreement; or
- (F) an incident which does not fall within paragraphs 9.3(A) to 9.3(E) and therefore should be closed.

9.4 At the relevant meeting referred to in paragraph 9.2, the parties shall in good faith seek to agree the appropriate classification of each outstanding Incident. If the parties are unable to agree the appropriate classification of an Incident it shall be referred to the next Project Review Meeting or Strategic Review Meeting (as appropriate) to be held in accordance with this schedule. Failing agreement at such

Project Review Meeting or Strategic Review Meeting, the provisions of paragraph 9.7 shall apply.

- 9.5 The Service Provider shall as soon as possible record each Incident arising from time to time in the Incident Log and/or the Change Log, as appropriate (or shall ensure that all Sub-Contractors do so) together with details of:
- (A) the Incident's classification in accordance with paragraph 9.3;
  - (B) whether such classification is the Service Provider's classification, has been agreed with TfL or is the classification stipulated by TfL in accordance with paragraph 9.7; and
  - (C) in respect of any Incident classified as an Error, Security Incident (if appropriate) or Service Issue, any corresponding Severity Level.
- 9.6 The Service Provider shall comply with its obligations under paragraphs 29.3(A) to (C) of schedule 3 (Milestones and Deliverables) which shall apply *mutatis mutandis* in respect of each Error and Service Issue which arises in connection with the Testing and/or the provision of the Services.
- 9.7 The Service Provider shall follow TfL's instructions in relation to the identification and resolution of Incidents (including the classification of an Incident and the classification of the Severity Level in respect of an Error, Security Incident or Service Issue, as appropriate) and the recording of Incidents. If the Service Provider disagrees with TfL's instructions as to the identification and resolution of an Incident it shall have the right to submit the matter to the Dispute Resolution Procedure but shall continue to provide all of the Services and, pending determination of the matter, shall comply fully with TfL's instructions.
- 9.8 Any Incident agreed, or determined by TfL in accordance with paragraph 9.7 to be classified as a change shall be dealt with through the Change Control Request Procedure.
10. **Other Reporting Obligations**
- 10.1 Without limiting the Service Provider's obligations to provide any other reports, information or Data under this Agreement, the Service Provider shall provide to TfL:
- (A) all information required pursuant to the Data Protection Act and/or the FOI Legislation in accordance with clause 61 (Information Compliance) and schedule 15 (Information Compliance);
  - (B) an up to date Asset Register in accordance with schedule 12 (Asset Management); and
  - (C) all plans required under this Agreement, in accordance with the relevant provisions of this Agreement.