

## SCHEDULE 10

### Contract Management and Reporting

#### 1. **Scope**

1.1 This schedule sets out:

- (A) contract management procedures; and
- (B) the Management Information and reporting requirements,

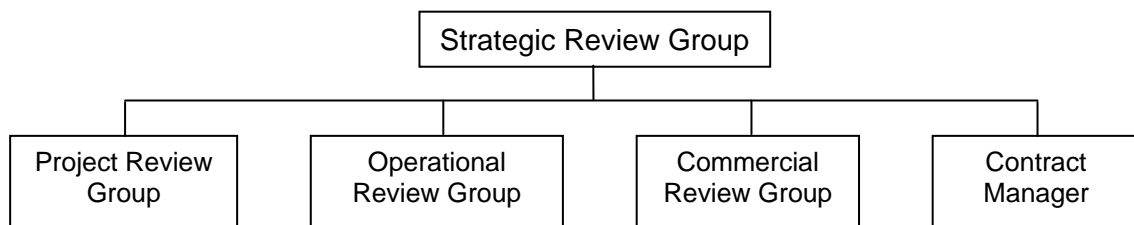
with which the Service Provider shall comply with a view to promoting a successful working relationship in relation to the provision of the Services.

1.2 The objective of this Schedule is to enable:

- (A) the implementation of the Services in a timely manner and in any event in accordance with the timescales required under this Agreement including in accordance with Schedule 3 (*Milestones and Deliverables*); and
- (B) TfL to monitor the Service Provider's performance of the Services.

1.3 The contract management set out in this Schedule is intended to support the Parties in achieving, amongst other things, the objectives set out in paragraph 2.1.

1.4 The following diagram provides an overview of the contract management structure for the purposes of this Agreement, and such structure is further described below.



1.5 For the avoidance of doubt in the event an issue or Dispute in relation to the Services is referred to this contract management process, such referral shall not prejudice any other right of a Party to exercise or claim the benefit of any other remedy available to it pursuant this Agreement including, without limitation, the implementation of Remedy Plans, the exercise of Enhanced Co-Operation Rights, the payment or liability for any Service Failure Deductions, the Service Provider's obligations to make Compensation Escrow Deposit and/or any rights of termination.

#### 2. **Contract Management Objectives**

2.1 The contract management structure set out in this Schedule is intended to support TfL and the Service Provider in achieving, amongst other things, the following principles:

- (A) the regular monitoring of the performance of the Services in order to ensure compliance with the terms of this Agreement including Schedule 3 (*Milestones and Deliverables*) and Schedule 5 (*Service Level Agreement*);

- (B) the early identification of problems and issues in the performance of the Services so that they may be resolved in a prompt and co-operative manner;
- (C) the discussion and resolution of issues and Disputes prior to further escalation in accordance with the Dispute Resolution Procedure;
- (D) the anticipation of potential Changes, and monitoring of Changes to be implemented so that Change is managed in a prompt and co-operative manner and in accordance with the Change Control Request Procedure; and
- (E) meeting the TfL Objectives during the Term.

### 3. **Escalation**

- 3.1 The Parties shall escalate Disputes to (and between) the Governance Groups in accordance with the Dispute Resolution Procedure.

### 4. **Terms of reference for contract management**

- 4.1 The Contract Management Groups, their purpose, objectives and method of operation shall include, but shall not be limited to, for the:
  - (A) Project Review Group, as set out in paragraph 6;
  - (B) Operational Review Group, as set out in paragraph 7;
  - (C) Commercial Review Group, as set out in 8; and
  - (D) Strategic Review Group, as set out in paragraph 9.
- 4.2 Each Contract Management Group will be chaired by a representative from TfL. The Service Provider shall be responsible for ensuring that records and minutes are kept of any meeting of a Contract Management Group in accordance with this Schedule.
- 4.3 The Parties shall ensure that their respective representatives at any meeting of the Contract Management Groups have a sufficient level or seniority, responsibility, authority and availability to allow that Contract Management Group to carry out its business.
- 4.4 Meetings of any Contract Management Group shall be validly convened with a quorum of at least one (1) representative from each Party who shall attend in person unless otherwise agreed in accordance with paragraph 4.5.
- 4.5 Unless otherwise agreed by the Parties, any meeting of a Contract Management Group will be a meeting in person at the location determined in accordance with the provisions below. If a Party requests that a Contract Management Group meeting takes place via conference call the other party shall not unreasonably withhold its consent to such request.
- 4.6 The decisions taken by, actions of and any failure to act by, the Contract Management Groups 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 (unless expressly agreed in writing by TfL at the time of, or subsequent to, such decision, action or failure to act).

- 4.7 Where a decision of a Contract Management Group requires amendment or variation to this Agreement or any documentation referred to pursuant to this Agreement, such decision of that Contract Management Group shall not be deemed to be final and binding on the Parties unless and until this Agreement or such other documentation as may be referred to under this Agreement has been amended in accordance with the relevant Change Control Request Procedure.
- 4.8 TfL may call an extraordinary meeting of any Contract Management Group if that Party reasonably believes that such a meeting is required on providing a minimum of five (5) Working Days' notice. Each Party will use best endeavours to ensure that any extraordinary meeting of any Contract Management Group is quorate.
- 4.9 Unless notified otherwise by TfL:
- (A) references to "required inputs" and "required outputs" shall be references to the "required inputs" and "required outputs" of the Service Provider;
  - (B) the timings and locations of all meetings of the Contract Management Groups shall be in accordance with the timings and locations specified below; and
  - (C) TfL shall have the right to make such amendments to the minutes of the Contract Management Groups meetings as it may reasonably require.

## 5. **Contract Manager**

- 5.1 In accordance with the provisions of Clause 30 (*Employees and Key Personnel*) and Schedule 11 (*Employees and Key Personnel*), TfL and the Service Provider shall each nominate a contract manager, with prime responsibility for:
- (A) monitoring the Service Provider's provision of the Services;
  - (B) the management of the Agreement; and
  - (C) identifying Changes to be concluded under the Change Control Request Procedure,
- (the "**Contract Manager**").
- 5.2 In the event that a Contract Manager is absent from the Service Provider, the Service Provider shall ensure that the Contract Manager role is fulfilled by a person:
- (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 has been communicated to, and agreed by, TfL prior to the meeting.

6. **Project Review Group**

The purpose of the Project Review Group is to oversee and provide overall direction to the provision of the Services and such group shall meet in accordance with this paragraph 6 (each such meeting being a “**Project Review Meeting**”).

<b>ATTENDEES</b>	
<b>TfL</b>	<b>Service Provider</b>
Head of Contracted Services Head of Projects Head of Technical Head of Commercial Project Manager Such other persons as the Parties may agree or TfL shall reasonably require from time to time	Executive Board Member with overall responsibility for this Agreement Project Manager Operations Lead Commercial Manager Such other persons as the Parties may agree or TfL shall reasonably require from time to time
If a Service Provider member of the Project Review Group is unable to attend a Project Review Meeting, the Service Provider shall ensure that such meeting shall be attended by a representative of the Service Provider: <ol style="list-style-type: none"> <li>a) who shall be an equivalent of, or more senior member of, the Service Provider’s Personnel than the absent member; and</li> <li>b) whose identity has been communicated to, and agreed by, TfL prior to the meeting.</li> </ol>	

<b>FREQUENCY AND LOCATION</b>
Weekly in London at a location determined by TfL. Project Review Meetings to commence from the Effective Date of the Agreement and cease when TfL is satisfied that the Implementation Plan is complete and the final Milestone has been Accepted.

<b>CONTRACT MANAGEMENT ROLE</b>	
Review of last meeting	<ul style="list-style-type: none"> <li>• TfL shall review and approve the previous Project Review Meeting minutes and action log;</li> <li>• TfL shall notify the Service Provider if it deems any outstanding actions in the action log to be closed (otherwise, such actions shall remain open until closed by TfL and notified to the Service Provider in writing)</li> </ul>

General	<p>The Project Review Group's objectives are to:</p> <ol style="list-style-type: none"> <li>1) monitor progress against the Implementation Plan</li> <li>2) review of the Progress Report (produced pursuant to Schedule 3 (Milestones and Deliverables));</li> <li>3) review progress of Service development and Service System delivery;</li> <li>4) review progress of Testing;</li> <li>5) review Milestone Acceptance Status;</li> <li>6) review progress of TfL Assurance;</li> <li>7) review and resolve escalated incidents;</li> <li>8) review any issues or risks in relation to the Service Provider's compliance during the Implementation Phase with Clause 15 (<i>Co-operation with TfL and Other Service Providers</i>)</li> </ol> <ol style="list-style-type: none"> <li>2) agree and review implementation of Remedy Plans during the Implementation Phase;</li> <li>3) review the level of the Service Provider's current resources and any current forecasts for future resources;</li> <li>4) confirm that the Document Library is up-to-date; and</li> <li>5) discuss any other matter referred to the Project Review Group by TfL.</li> </ol>
---------	---

<b>INPUTS AND OUTPUTS</b>	
Required Inputs	<ul style="list-style-type: none"> <li>• Minutes and action log from the previous meeting;</li> <li>• updated Progress Reports;</li> <li>• reports of key issues arising from the development and delivery and action plans to address;</li> <li>• reports of progress of Remedy Plans;</li> <li>• updated Incident Log;</li> <li>• updated Risk Register;</li> </ul>

	<ul style="list-style-type: none"> <li>• updated Issues Register;</li> <li>• Test Progress Reports;</li> <li>• Incident Logs and Defect Logs and any associated reports;</li> <li>• Defect reports;</li> <li>• resource plan; and</li> <li>• list of all documents added to the Document Library since the last Project Review Meeting.</li> </ul>
Required Outputs	<ul style="list-style-type: none"> <li>• The Service Provider shall take minutes of the meeting and within five (5) Working Days update the action log detailing actions for either the Service Provider or TfL as agreed in the Project Review Meeting.</li> </ul>

**7. Operational Review Group**

The purpose of the Operational Review Group is to review and monitor the operational performance of the Services and the Service System(s) in accordance with the terms of this Agreement. The Operational Review Group shall meet in accordance with this paragraph 7 (each such meeting being an "**Operational Review Meeting**").

<b>ATTENDEES</b>	
<b>TfL</b>	<b>Service Provider</b>
Head of Contracted Services Contract Manager  Any other person as TfL may deem appropriate from time to time	Operations Lead Contract Manager
These titles are subject to change from time to time and such change will not require agreement in writing (but each Party shall notify the other of any such change).  If a member of the Operational Review Group cannot attend the meeting then he or she may be represented by an appropriately empowered deputy provided that prior notice is given to the other Party.	

<b>FREQUENCY AND LOCATION</b>
Each Operational Review Meeting shall be held weekly and shall commence with effect from the date notified to the Service Provider by TfL (which, for the avoidance of doubt, may be in the Implementation Phase).

The Operational Meetings shall take place at TfL's offices unless otherwise agreed in advance.

<b>CONTRACT MANAGEMENT ROLE</b>	
Review of last meeting	<ul style="list-style-type: none"> <li>• TfL shall review and approve previous Operational Review Meeting minutes and action log;</li> <li>• TfL shall notify the Service Provider if it deems any outstanding actions in the action log to be closed (otherwise, such actions shall remain open until closed by TfL and notified to the Service Provider in writing).</li> </ul>
General	<p>The Operational Review Group's objectives are to:</p> <ol style="list-style-type: none"> <li>1) review operational performance;</li> <li>2) review operational performance against the PI regime;</li> <li>3) review IT/Service System(s) operations (including service management, performance management and security management);</li> <li>4) review and plan the Service System(s) release schedule and potential and/or planned Changes;</li> <li>5) agree and review the implementation of Remedy Plans during the Operational Phase;</li> <li>6) review Operational risks and controls;</li> <li>7) review the monthly Operational Charge; and</li> <li>8) agree PI failures/incentives.</li> <li>9) Health and Safety</li> </ol>

<b>INPUTS AND OUTPUTS</b>	
Required Inputs from the Service Provider	<ul style="list-style-type: none"> <li>• Minutes and action log from the previous meeting;</li> <li>• updated Incident Log;</li> <li>• report on Remedy Plans;</li> <li>• the Service Provider shall provide and present information, reports and documents relating to the provision of the Services relevant for the areas of discussion at Operational Review Meetings.</li> </ul>

<p>Required Outputs from the Service Provider</p>	<ul style="list-style-type: none"> <li>The Service Provider shall take minutes of the meeting and update the action log detailing actions for either the Service Provider or TfL as agreed in the Operational Review Meeting, such minutes to be provided to the Head of Contracted Services within five (5) Working Days of the relevant meeting.</li> </ul>
---	---

8. **Commercial Review Group**

The purpose of the commercial meetings is to review and monitor the commercial aspects of the Services, including Change Control Requests and Service Charges in accordance with the terms of this Agreement. The Commercial Meetings shall meet in accordance with this paragraph 8 (each such meeting being a "**Commercial Review Meeting**").

<p style="text-align: center;"><b>ATTENDEES</b></p>	
<p style="text-align: center;"><b>TfL</b></p>	<p style="text-align: center;"><b>Service Provider</b></p>
<p style="text-align: center;">Commercial Surface Category Manager Commercial Contract Manager</p>	<p style="text-align: center;">Commercial Manager Change Manager</p>
<p>These titles are subject to change from time to time and such change will not require agreement in writing (but each Party shall notify the other of any such change).</p> <p>If a member of the Commercial Review Group cannot attend the meeting then he or she may be represented by an appropriately empowered deputy provided that prior notice is given to the other Party.</p>	

<p style="text-align: center;"><b>FREQUENCY AND LOCATION</b></p>
<p>Each Commercial Review Meeting shall be held weekly and shall commence within one (1) month of the Effective Date and continue for the duration of the Term.</p> <p>The Commercial Group Meetings shall take place at TfL’s offices.</p>

<p style="text-align: center;"><b>CONTRACT MANAGEMENT ROLE</b></p>	
<p>Review of last meeting</p>	<ul style="list-style-type: none"> <li>TfL shall review and approve previous Commercial Group Meeting minutes and action log;</li> <li>TfL shall notify the Service Provider if it deems any outstanding actions in the action log to be closed (otherwise, such actions shall remain open until closed by TfL and notified to the Service Provider</li> </ul>



	in writing).
General	<p>The Commercial Group Meeting's objectives are to:</p> <ol style="list-style-type: none"> <li>1) review and discuss the summary of billings related to live and/or agreed Change Control Requests;</li> <li>2) discuss the current and future billing and PO numbers for Change Control Requests</li> <li>3) review the current status of Milestones;</li> <li>4) discuss next steps of Service Provider in order to achieve Milestones;</li> <li>5) review and discussing all commercial issues including: <ul style="list-style-type: none"> <li>• any contractual/commercial issues;</li> <li>• Audits pursuant to this Agreement;</li> <li>• complex commercial issues relating to Change Control Requests;</li> <li>• Service Provider requirements of TfL (for example, individual performance review, Service Provider customer satisfaction survey);</li> <li>• review any matter referred to it by the Project Review Group or the Operational Review Group; and</li> <li>• review of any general news items relating to the Scheme or the Services;</li> </ul> </li> <li>6) review of the completed Billing Model for the previous two (2) months, any associated payments and any proposed Changes to the Billing Model (including the introduction of any new Pass-Through Charges;</li> <li>7) discuss IPR management issues;</li> <li>8) review and discuss the Monthly SLNT Monitoring Report;</li> <li>9) review and update the status of live Change Control Requests;</li> <li>10) discuss next steps and timescales for Change Control Requests;</li> <li>11) discuss any potential future Change Control</li> </ol>

	<p>Requests;</p> <p>12) discuss AOB and/or new commercial issues to be added to the commercial dashboard/minutes;</p> <p>13) discuss general issues that may not need adding to the commercial dashboard/minutes; and</p> <p>14) discuss any Disputes.</p>
--	--

<b>INPUTS AND OUTPUTS</b>	
Required Inputs	<ul style="list-style-type: none"> <li>• Electronic minutes and action log from the previous meeting;</li> <li>• The populated Billing Models for the last two (2) months, together with the relevant Operational Chargeable Process Reports;</li> <li>• Live Change Control Requests; and</li> <li>• Monthly SLNT Monitoring Report.</li> </ul>
Required Outputs	<ul style="list-style-type: none"> <li>• Minutes of the meeting and within five (5) Working Days update of the action log.</li> </ul>

9. **Strategic Review Group**

The purpose of the Strategic Review Group is to review and monitor the overall performance of the Service Provider in the provision of the Services and the Service System(s) in accordance with the terms of this Agreement. The Strategic Review Group shall meet in accordance with this paragraph 9 (each such meeting being a "**Strategic Review Meeting**").

<b>ATTENDEES</b>	
<b>TfL</b>	<b>Service Provider</b>
Director of Congestion Charging Head of Contracted Services Head of Projects Head of Technical Head of Commercial Such other persons as the parties may agree or TfL shall reasonably require from time to time	Executive Board Member with overall responsibility for this Agreement Operations Lead Commercial Manager Such other persons as the parties may agree or TfL shall reasonably require from time to time

These titles are subject to change from time to time and such change will not require agreement in writing (but each Party shall notify the other of any such change).

If a member of the Strategic Review Group cannot attend the meeting then he or she may be represented by an appropriately empowered deputy provided that prior notice is given to the other Party.

**FREQUENCY AND LOCATION**

Each Strategic Review Meeting shall be held monthly immediately following the month which is the subject of the Strategic Review Meeting (or at such other times as notified by TfL to the Service Provider) and shall commence within one (1) month of the Effective Date and shall be for the duration of the Term.

The Strategic Review Meetings shall take place at TfL's offices.

**CONTRACT MANAGEMENT ROLE**

<p>Review of last meeting</p>	<ul style="list-style-type: none"> <li>• TfL shall review and approve previous Strategic Review Meeting minutes and action log;</li> <li>• TfL shall notify the Service Provider if it deems any outstanding actions in the action log to be closed (otherwise, such actions shall remain open until closed by TfL and notified to the Service Provider in writing).</li> </ul>
<p>General</p>	<p>The Strategic Review Group's objectives are to:</p> <ol style="list-style-type: none"> <li>1) report on the performance of the Service and the Service System(s) as against TfL's objectives set out in Clause 4;</li> <li>2) review and discuss Performance Indicator Reports;</li> <li>3) review Incidents escalated to it by another Contract Management Group;</li> <li>4) review issues and risks escalated to it by another Contract Management Group;</li> <li>5) review and discuss major business Changes escalated to it by another Contract Management Group;</li> <li>6) discuss significant commercial, legal and media issues relating to the Scheme or Services;</li> </ol>

	<p>7) review Financial Reports;</p> <p>8) discuss the furtherance of the TfL Objectives;</p> <p>9) discuss any other matters referred to the Strategic Review Group by TfL.</p>
--	---

<b>INPUTS AND OUTPUTS</b>	
Required Inputs	<ul style="list-style-type: none"> <li>• Minutes and action log from the previous meeting;</li> <li>• updated Incident Log;</li> <li>• updated Risk Register;</li> <li>• updated Issues Register;</li> <li>• provision and presentation of information, reports and documents (with such content and in such format and style as TfL may require) relating to the provision of the Services; and</li> <li>• provide copies of any Incident Reports and any other reports relating to Remedy Plans, Relief Events and Force Majeure Events in relation to the relevant Month.</li> </ul>
Required Outputs	<ul style="list-style-type: none"> <li>• Minutes of the meeting and update the action log detailing actions for either the Service Provider or TfL as agreed in the Strategic Review Meeting and such minutes shall be provided to TfL's Head of Contracted Services within five (5) Working Days of the relevant meeting.</li> </ul>

10. **Performance Indicator Reporting**

10.1 Pursuant to its obligations set out in Schedule 5 (*Service Level Agreement*), the Service Provider shall provide to TfL Performance Indicator Reports and shall ensure that such reports report on the following:

- (A) the Service Provider's performance in respect of the Performance Indicators set out in Schedule 5 (*Service Level Agreement*);
- (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*); and
- (C) the Performance Indicator Reports shall be fully specified and shall be sourced from/verifiable via MIS, as specified in paragraph 3.2 (PI and Standard Reporting) of Schedule 2 (*Statement of Requirements (MIS)*),

(the "**Performance Indicator Reports**").

- 10.2 The Service Provider shall provide to TfL each Month on or before the Performance Indicator Report Date the Performance Indicator Reports. Such reports shall be provided:
- (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.
- 10.3 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 TfL may expressly in writing agree.

## 11. **Financial Reporting**

- 11.1 The Service Provider shall provide financial reports (the "**Financial Reports**") to TfL for the purpose of the Strategic Review Meetings and shall ensure that:
- (A) TfL receives the Financial Reports no later than one (1) week in advance of the relevant Monthly Strategic Review Meeting;
  - (B) the Financial Reports 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
  - (C) the Financial Reports 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 TfL Financial Year as TfL may require.
- 11.2 The Service Provider shall provide the Financial Statements to TfL within ten (10) Working Days of auditor approval each year and shall ensure that such Financial Statements comply with IFRS and are provided to TfL in a commercially standard format or such other format as TfL may require. The Parties shall discuss such Financial Statements at the Strategic Review meeting which follows TfL's receipt of such statements.

## 12. **Other Reporting Requirements**

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

- 12.3 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 the FOI Legislation in accordance with Clause 49 (*Information Governance*) and the Statement of Requirements;
  - (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.