

SCHEDULE 3

Milestones and Deliverables

1. **Scope**

- 1.1 The Milestone Achievement Criteria which the Service Provider is required to satisfy relating to the delivery and operation of the Services are set out in this schedule and the annexes to it. Achievement of the Milestone Achievement Criteria shall be required in order to demonstrate achievement by the Service Provider of the Milestones.
- 1.2 A Milestone shall be successfully achieved when TfL issues a Milestone Notice to the Service Provider in respect of all relevant Milestone Achievement Criteria.
- 1.3 This schedule also sets out the procedures to be applied when Milestone Achievement Criteria are not met by the relevant Milestone Date.
- 1.4 For illustration only, the Annex to this schedule comprises a diagram indicating how the Milestones relate to one another. The provisions of this schedule shall take precedence over such Annex.

PART A : MILESTONES

2. **Milestones**

2.1 General Provisions

- (A) The Service Provider shall achieve the Milestones by the relevant Milestone Date for Release 1 and Release 2 and for each Service Element as specified in Table 1 and Table 2 below. For the avoidance of doubt, all Milestones relate to both Release 1 and Release 2, unless specified otherwise in the Milestone Achievement Criteria.
- (B) Subject to paragraph 29 of Part B of this schedule, TfL shall pay Milestone Payments against the achievement of the Milestones.
- (C) Subject to paragraph 29 of Part B of this schedule, upon achievement of a Milestone by the Service Provider, TfL shall issue the relevant Milestone Notice, as appropriate.
- (D) The Service Provider agrees that, where applicable, the Milestones set out in Table 1 and Table 2 below shall be completed in parallel within and between each Release, so, for example, Milestone (17) may be in the process of being achieved in parallel to Milestone (15) in Release 1 and Milestone 20 in Release 2 and so forth.
- (E) The Milestones set out in Table 1: Core IT Milestones and the relevant Milestone Achievement Criteria contained therein shall relate only to the delivery of Core IT, except where expressly stated otherwise in Table 1.
- (F) The Milestones set out in Table 2: Business Operations and Enforcement Operations Milestones and the relevant Milestone Achievement Criteria contained therein shall relate only to the delivery of Business Operations and Enforcement Operations, except where expressly stated otherwise in Table 2.

- (G) For the avoidance of doubt, any activity or Deliverable that is required for the implementation and delivery of the Services which is not expressly covered by the Milestones and relevant Milestone Achievement Criteria in Table 2 below, shall be deemed to be included in Table 1.

Table 1: Core IT Milestones

Milestone	Milestone Achievement Criteria	Milestone Outcome	Milestone Date
(1A) End of planning	<p>The Service Provider to have achieved Notice of Approval from TfL in relation to the following Documentation:</p> <p>(A) Plan for deployment of resources including the Service Provider’s team organisation structure, staff numbers and roles and responsibilities;</p> <p>(B) Level 0 Strategy Plan for Release 1 and Release 2, which complies with paragraphs 3.1 and 3.4 of this schedule;</p> <p>(C) Level 1 High Level Implementation Plan for Release 1 and Release 2, including without limitation internal and external dependencies and all assumptions made in developing the Level 1 High Level Implementation Plan, which shall comply with paragraphs 3.2 and 3.4 of this schedule;</p> <p>(D) Quality Plan which complies with paragraph 4 of this schedule;</p> <p>(E) Risk Register and Issues Register which</p>	Agreement to Release Payment	14 February 2008

Milestone	Milestone Achievement Criteria	Milestone Outcome	Milestone Date
	<p>comply with paragraph 5 of this schedule;</p> <p>(F) High Level Implementation Approach for development, Testing and Data Migration which complies with paragraph 6 of this schedule;</p> <p>(G) Documentation List which complies with paragraph 23 of this schedule; and</p> <p>(H) CAPEX Plan, which complies with paragraph 7 of this schedule.</p>		
(2A) Design start	<p>The Service Provider to have achieved Notice of Approval from TfL in relation to the following Documentation:</p> <p>(A) Level 2 Detailed Implementation Plan, which complies with paragraphs 3.3 and 3.4 of this schedule;</p> <p>(B) updated Level 0 Strategy Plan for Release 1 and Release 2, which shall comply with paragraphs 3.1 and 3.4 of this schedule; and</p> <p>(C) updated Level 1 High Level Implementation Plan for Release 1 and Release 2, including internal and external dependencies, which shall comply with paragraphs 3.2 and 3.4 of this</p>	Authority to Proceed	14 February 2008

Milestone	Milestone Achievement Criteria	Milestone Outcome	Milestone Date
	schedule.		
(3A) Software development start	<p>The Service Provider to have achieved Notice of Approval from TfL in relation to the following:</p> <p>(A) completion of the Service Provider's High Level Design and Detailed Design for any constituent parts of the Systems required to commence development of Software and which comply with paragraphs 8 and 16 of this schedule;</p> <p>(B) updated Level 2 Detailed Implementation Plan for all Software development required in connection with the relevant Release, which complies with paragraphs 3.3 and 3.4 of this schedule; and</p> <p>(C) completion of ITIL accreditation for all change management and release management elements.</p>	Authority to Proceed	14 March 2008
(4A) Infrastructure and Accommodation Design complete	<p>The Service Provider to have achieved Notice of Approval from TfL in relation to the following Documentation:</p> <p>(A) Infrastructure Design, which complies with paragraph 21 of this schedule; and</p>	Agreement to Release Payment	14 June 2008

Milestone	Milestone Achievement Criteria	Milestone Outcome	Milestone Date
	<p>(B) Accommodation Plan, which complies with paragraph 22 of this schedule.</p> <p>Subject to clause 1.10, Parties to have completed their review of the Service Provider’s Design Statements and agreed any relevant amendments to the Agreement pursuant to clause 1.9, in relation to each Service Element.</p>		
<p>(5) Data Migration Planning complete</p>	<p>The Service Provider to have achieved Notice of Approval from TfL in relation to the following Documentation which shall relate to each Service Element:</p> <p>(A) Data Quality Analysis Report, which complies with paragraph 9 of this schedule;</p> <p>(B) Migration Strategy, which complies with paragraph 10 of this schedule;</p> <p>(C) Level 1 Data Migration Plan, which complies with paragraphs 3.2 and 3.4 of this schedule;</p> <p>(D) Cutover Plan which complies with paragraph 25 of this schedule; and</p> <p>(E) Level 2 Build and Test Data Migration Plan, which complies with paragraphs 3.3 and 3.4 of</p>	<p>Agreement to Release Payment</p>	<p>14 July 2008</p>

Milestone	Milestone Achievement Criteria	Milestone Outcome	Milestone Date
	this schedule.		
(6A) Design complete	<p>The Service Provider to have achieved Notice of Approval from TfL in relation to the following Documentation:</p> <p>(A) Test Strategy which complies with paragraph 3 of schedule 4 (Testing Regime);</p> <p>(B) Functional Requirements which complies with paragraph 11 of this schedule;</p> <p>(C) Process Definition Deliverable which complies with paragraph 12 of this schedule;</p> <p>(D) Evidential Strategy which complies with paragraph 13 of this schedule;</p> <p>(E) Capacity Plan which complies with paragraph 14 of this schedule;</p> <p>(F) a list of the Escrow Software and Software which may be included as Escrow Software which complies with paragraph 15 of this schedule;</p> <p>(G) Detailed Design which complies with paragraph 16 of this schedule; and</p>	Agreement to Release Payment	14 September 2008

Milestone	Milestone Achievement Criteria	Milestone Outcome	Milestone Date
	(H) Service Provider High Level Design which complies with paragraph 8 of this schedule and is complete for the Release to which it applies.		
(7A) System Testing start	<p>The Service Provider to have achieved Notice of Approval from TfL for Core IT in relation to:</p> <p>(A) successful completion of all Tests referred to in paragraph 8.1(A) of schedule 4 (Testing Regime) regarding Unit Testing, pursuant to paragraph 2 of schedule 4 (Testing Regime) without any Severity 1 Errors or any Severity 2 Errors, for each constituent part of the Systems required to commence System Testing;</p> <p>(B) provision of Environments for System Testing in accordance with the Test Strategy and relevant Test Plan referred to in paragraph 3 and paragraph 6 of schedule 4 (Testing Regime); and</p> <p>(C) Test Plan and Test Specification for each System subject to System Testing.</p>	Authority to Proceed	14 November 2008
(8A) Software development complete	<p>The Service Provider to have achieved Notice of Approval from TfL for Core IT in relation to:</p> <p>(A) successful completion of all Tests referred to in paragraph 8.1(A) of schedule 4 (Testing</p>	Agreement to Release Payment	14 January 2009

Milestone	Milestone Achievement Criteria	Milestone Outcome	Milestone Date
	<p>Regime) regarding Unit Testing, pursuant to paragraph 2 of schedule 4 (Testing Regime) without any Severity 1 Errors or any Severity 2 Errors;</p> <p>(B) completed development and delivery of all Software to be used as part of the Service Systems; and</p> <p>(C) updated Detailed Design for all constituent parts of the Service Systems.</p>		
<p>(9A) Installation of Infrastructure complete</p>	<p>The Service Provider to have achieved Notice of Approval from TfL for Core IT in relation to:</p> <p>(A) successful installation of all Hardware required for operation of the Services in accordance with the Infrastructure Design and the System Build Documentation;</p> <p>(B) updates to the Accommodation Plan as built following installation;</p> <p>(C) Data centre procedures complete;</p> <p>(D) documentation of the specification, physical layout and location of all Hardware, including networks, and including the As-Built Physical</p>	<p>Agreement to Release Payment</p>	<p>14 May 2009</p>

Milestone	Milestone Achievement Criteria	Milestone Outcome	Milestone Date
	<p>Architecture; and</p> <p>(E) System Build Documentation.</p>		
(10) Data Migration Testing complete	<p>The Service Provider to have achieved Notice of Approval from TfL for each Service Element in relation to:</p> <p>(A) successful completion of all Tests referred to in paragraph 8.1(E) of schedule 4 (Testing Regime) regarding Data Migration Testing, pursuant to paragraph 2 of schedule 4 (Testing Regime) without any Severity 1 Service Issues or Errors or any Severity 2 Service Issues or Errors;</p> <p>(B) Level 2 Detailed Plan for Data Migration Execution, which complies with paragraphs 3.3 and 3.4 of this schedule; and</p> <p>(C) Data Migration scripts and procedures, including and without limitation tools and mechanisms for Data Migration.</p>	Agreement to Release Payment	14 May 2009
(11A) System Testing complete	<p>The Service Provider to have achieved Notice of Approval from TfL for Core IT in relation to:</p> <p>(A) successful completion of all Tests referred to in paragraphs 8.1(B) and 8.1(C) of schedule 4</p>	Agreement to Release Payment	14 May 2009

Milestone	Milestone Achievement Criteria	Milestone Outcome	Milestone Date
	<p>(Testing Regime) regarding System Testing and System Acceptance Testing, pursuant to paragraph 2 of schedule 4 (Testing Regime) without any Severity 1 Errors or any Severity 2 Errors;</p> <p>(B) completion of a Test Report in respect of System Testing and System Acceptance Testing; and</p> <p>(C) Regression Test Suite, which complies with paragraph 26 of this schedule.</p>		
<p>(12A) Systems Integration Testing start</p>	<p>The Service Provider to have achieved Notice of Approval from TfL in relation to:</p> <p>(A) demonstration that the Infrastructure for Systems Integration Testing is correctly configured and that the Service Systems Software is sufficiently integrated into that Infrastructure to commence Systems Integration Testing;</p> <p>(B) successful completion of System Testing for all Systems comprising the Service Systems required to commence Systems Integration Testing;</p> <p>(C) Test Plans and Test Specifications in</p>	<p>Authority to Proceed</p>	<p>14 May 2009</p>

Milestone	Milestone Achievement Criteria	Milestone Outcome	Milestone Date
	<p>respect of Systems Integration Testing;</p> <p>(D) provision of Environments for Systems Integration Testing in accordance with the Test Strategy and relevant Test Plan and System Build Documentation which complies with paragraph 27 of this schedule; and</p> <p>(E) Data required for Systems Integration Testing is defined, created and available.</p>		
<p>(13A) Technical Proving start</p>	<p>The Service Provider to have achieved Notice of Approval from TfL for Core IT in relation to:</p> <p>(A) completion of installation of all Infrastructure required for operation of the Services and Service Systems in accordance with the Infrastructure Design and the System Build Documentation;</p> <p>(B) Test Plans and Test Specifications in respect of Technical Proving; and</p> <p>(C) operational procedures for the Infrastructure including without limitation: Documentation containing information on all Equipment Layouts and all Network Plans.</p>	<p>Authority to Proceed</p>	<p>14 May 2009</p>

Milestone	Milestone Achievement Criteria	Milestone Outcome	Milestone Date
(14A) Systems Integration Testing complete	<p>The Service Provider to have achieved Notice of Approval from TfL for Core IT in relation to:</p> <p>(A) successful completion of all Tests referred to in paragraph 8.1(D) of schedule 4 (Testing Regime) regarding Systems Integration Testing, pursuant to paragraph 2 of schedule 4 (Testing Regime) without any Severity 1 Service Issues or Errors or any Severity 2 Service Issues or Errors;</p> <p>(B) Test Reports in respect of Systems Integration Testing;</p> <p>(C) Regression Test Suite, which complies with paragraph 26 of this schedule;</p> <p>(D) updated Test Specifications; and</p> <p>(E) updated Test Data.</p>	Agreement to Release Payment	14 September 2009
(15A) Technical Proving complete	<p>The Service Provider to have achieved Notice of Approval from TfL for Core IT in relation to:</p> <p>(A) successful completion of all Tests referred to in paragraph 8.1(F) of schedule 4 (Testing Regime) regarding Technical Proving, pursuant to paragraph 2 of schedule 4 (Testing Regime) without any Severity 1 Service Issues or Errors</p>	Agreement to Release Payment	14 September 2009

Milestone	Milestone Achievement Criteria	Milestone Outcome	Milestone Date
	<p>or any Severity 2 Service Issues or Errors;</p> <p>(B) updated Accommodation Plan as built;</p> <p>(C) updated Infrastructure Design; and</p> <p>(D) updated System Build Documentation.</p>		
<p>(16A) Release 1 Ready for Service Testing start</p>	<p>The Service Provider to have achieved Notice of Approval from TfL in relation to Release 1 for Core IT in relation to:</p> <p>(A) all Operational Processes and Procedures provided by the Service Provider which comply with paragraph 18 of this schedule;</p> <p>(B) the following Documentation:</p> <p>(1) all Documentation relevant to the Services, including, without limitation, instructions and procedures for the build, installation, configuration and commissioning of the Services (including final 'as built' site drawings) and all Systems management processes, procedures and maintenance schedules documented;</p> <p>(2) Test Plans and Test Specifications in</p>	<p>Authority to Proceed</p>	<p>14 September 2009</p>

Milestone	Milestone Achievement Criteria	Milestone Outcome	Milestone Date
	<p>respect of Ready for Service Testing;</p> <p>(3) the Asset Register being accurate, complete and updated, and which complies with schedule 12 (Asset Management);</p> <p>(4) the Security Plan, together with all associated security procedures, being finalised which complies with schedule 14 (Security Policy);</p> <p>(5) the Business Continuity Plan and Business Continuity Test Schedule, prepared in accordance with this Agreement (including without limitation schedule 25 (Business Continuity)); and</p> <p>(6) a Communication Plan which complies with paragraph 19 of this schedule;</p> <p>(C) all Premises and other accommodation required for the operation of the Services are complete and commissioned as required for the operation of the Services in accordance with the Accommodation Plan;</p> <p>(D) completion of all Tests referred to in paragraph 8.1(F) of schedule 4 (Testing Regime) regarding Technical Proving, pursuant</p>		

Milestone	Milestone Achievement Criteria	Milestone Outcome	Milestone Date
	<p>to paragraph 2 of schedule 4 (Testing Regime) without any Severity 1 Service Issues or Errors and Severity 2 Service Issues or Errors;</p> <p>(E) completion of all Tests referred to in paragraph 8.1(D) of schedule 4 (Testing Regime) regarding Systems Integration Testing, pursuant to paragraph 2 of schedule 4 (Testing Regime) without any Severity 1 Services Issues or Errors and Severity 2 Service Issues or Errors;</p> <p>(F) all Personnel required to operate or provide the Services have been recruited and are available to operate or provide the Services in accordance with the provisions of this Agreement;</p> <p>(G) all Personnel required to operate or provide the Services have been trained according to the Training Plan which complies with paragraph 24 of this schedule; and</p> <p>(H) ITIL accreditation for all elements.</p>		
<p>(17) Data Migration execution complete</p>	<p>The Service Provider to have achieved Notice of Approval from TfL for each Service Element in relation to:</p>	<p>Agreement to Release Payment</p>	<p>26 October 2009</p>

Milestone	Milestone Achievement Criteria	Milestone Outcome	Milestone Date
	<p>(A) provision of a Data Migration Report which complies with paragraph 17 of this schedule;</p> <p>(B) completion of Data Migration necessary to complete Ready for Service Testing without any Severity 1 or Severity 2 Errors or Service Issues; and</p> <p>(C) activities detailed within the Migration Strategy and the Level 1 Data Migration Plan for the completion of all Data Migration.</p>		
<p>(18A) Release 1 Ready for Service Testing complete</p>	<p>The Service Provider to have achieved Notice of Agreement to Operate from TfL in relation to Release 1 for Core IT in relation to the following:</p> <p>(A) successful completion of all Tests referred to in paragraph 8.1(G) of schedule 4 (Testing Regime) regarding Ready for Service Testing pursuant to paragraph 2 of schedule 4 (Testing Regime);</p> <p>(B) full compliance with clause 54.1 (Source Code) in relation to Escrow Software;</p> <p>(C) a finalised CAPEX Plan, which complies with paragraph 7 of this schedule; and</p> <p>(D) delivery of an executed letter of credit in</p>	<p>Agreement to Operate</p>	<p>26 October 2009</p>

Milestone	Milestone Achievement Criteria	Milestone Outcome	Milestone Date
	accordance with clause 17A.		
(19) Release 1 Initial Operations Review	<p>The Service Provider to have achieved Notice of Approval from TfL in relation to Release 1 for each Service Element in relation to:</p> <p>(A) post activity process checking, monitoring and MIS reporting showing that the PIs in schedule 5 (Service Level Agreement) are being met with Service Failure Deductions for the Month preceding the Month in which the Milestone Date falls ("Month M-1") being no more than ten percent (10%) of the Monthly Operational Charges for Month M-1;</p> <p>(B) all Documentation updated;</p> <p>(C) Exit Plan, which complies with paragraph 20 of this schedule has been finalised;</p> <p>(D) security procedures in force at each of the Premises, which conform to the Security Plan;</p> <p>(E) a report demonstrating completion of BS/ISO/IEC 27001:2005 in accordance with paragraph 3.1(D) of schedule 14 (Security Policy); and</p> <p>(F) completion of all Data Migration as per the</p>	See clause 17A (Failure to Achieve operational Milestones)	2 February 2010

Milestone	Milestone Achievement Criteria	Milestone Outcome	Milestone Date
	Migration Strategy and Level 1 Data Migration Plan.		
(20) Release 2 Configuration complete	<p>The Service Provider to have achieved Notice of Approval from TfL in relation to Release 2 for each Service Element in relation to:</p> <p>(A) updated System Build Documentation;</p> <p>(B) successful configuration of all Hardware, Software and Systems required for operation of the Services in accordance with the Infrastructure Design and the System Build Documentation; and</p> <p>(C) updated Regression Test Suite, which complies with paragraph 26 of this schedule.</p>	Authority to Proceed	2 August 2010
(21) Release 2 Ready for Service Testing start	<p>The Service Provider to have achieved Notice of Approval from TfL in relation to Release 2 for each Service Element in relation to:</p> <p>(A) all Operational Processes and Procedures provided by the Service Provider which comply with paragraph 18 of this schedule;</p> <p>(B) the following Documentation:</p> <p>(1) all Documentation relevant to the</p>	Authority to Proceed	4 October 2010

Milestone	Milestone Achievement Criteria	Milestone Outcome	Milestone Date
	<p>Services, including, without limitation, instructions and procedures for the build, installation, configuration and commissioning of the Services (including final 'as built' site drawings) and all Systems management processes, procedures and maintenance schedules documented.</p> <p>(2) Test Plans and Test Specifications in respect of Ready for Service Testing;</p> <p>(3) the Asset Register being accurate, complete and updated, and which complies with schedule 12 (Asset Management);</p> <p>(4) the Security Plan, together with all associated security procedures, being finalised which complies with schedule 14 (Security Policy);</p> <p>(5) the Business Continuity Plan and Business Continuity Test Schedule, prepared in accordance with this Agreement (including without limitation schedule 25 (Business Continuity)); and</p> <p>(6) a Communication Plan which complies with paragraph 19 of this schedule;</p>		

Milestone	Milestone Achievement Criteria	Milestone Outcome	Milestone Date
	<p>(C) all Premises and other accommodation required for the operation of the Services are complete and commissioned as required for the operation of the Services in accordance with the Accommodation Plan;</p> <p>(D) completion of all Tests referred to in paragraph 8.1(F) of schedule 4 (Testing Regime) regarding Technical Proving, pursuant to paragraph 2 of schedule 4 (Testing Regime) without any Severity 1 Service Issues or Errors and Severity 2 Service Issues or Errors;</p> <p>(E) completion of all Tests referred to in paragraph 8.1(D) of schedule 4 (Testing Regime) regarding Systems Integration Testing, pursuant to paragraph 2 of schedule 4 (Testing Regime) without any Severity 1 Services Issues or Errors and Severity 2 Service Issues or Errors;</p> <p>(F) all Personnel required to operate or provide the Services have been recruited and are available to operate or provide the Services in accordance with the provisions of this Agreement; and</p> <p>(G) all Personnel required to operate or provide the Services have been trained according to the</p>		

Milestone	Milestone Achievement Criteria	Milestone Outcome	Milestone Date
	Training Plan which complies with paragraph 24 of this schedule.		
(22) Release 2 Ready for Service Testing complete	<p>The Service Provider to have achieved Notice of Agreement to Operate from TfL in relation to Release 2 for each Service Element in relation to the following:</p> <p>(A) successful completion of all Tests referred to in paragraph 8.1(G) of schedule 4 (Testing Regime) regarding Ready for Service Testing pursuant to paragraph 2 of schedule 4 (Testing Regime);</p> <p>(B) full compliance with clause 54.1 (Source Code) in relation to Escrow Software; and</p> <p>(C) a finalised CAPEX Plan, which complies with paragraph 7 of this schedule.</p>	Agreement to Operate	2 November 2010
(23) Release 2 Initial Operations Review	<p>The Service Provider to have achieved Notice of Approval from TfL in relation to Release 2 for each Service Element in relation to:</p> <p>(A) post activity process checking, monitoring and MIS reporting showing that the PIs in schedule 5 (Service Level Agreement) are being met with Service Failure Deductions for the Month preceding the Month in which the</p>	See clause 17A (Failure to Achieve operational Milestones)	2 February 2011

Milestone	Milestone Achievement Criteria	Milestone Outcome	Milestone Date
	<p>Milestone Date falls (“Month M-1”) being no more than ten percent (10%) of the Monthly Operational Charges for Month M-1;</p> <p>(B) all Documentation updated;</p> <p>(C) Exit Plan, which complies with paragraph 20 of this schedule has been finalised;</p> <p>(D) security procedures in force at each of the Premises, which conform to the Security Plan; and</p> <p>(E) a report demonstrating completion of BS/ISO/IEC 27001:2005 in accordance with paragraph 3.1(D) of schedule 14 (Security Policy).</p>		

Table 2: Business Operations and Enforcement Operations Milestones

Milestone	Milestone Achievement Criteria	Milestone Outcome	Milestone Date
(1B) End of planning	<p>The Service Provider to have achieved Notice of Approval from TfL in relation to the following Documentation:</p> <p>(A) Plan for deployment of resources including the Service Provider’s team organisation structure, staff numbers and roles and responsibilities;</p> <p>(B) Level 0 Strategy Plan for Release 1 and Release 2, which complies with paragraphs 3.1 and 3.4 of this schedule;</p> <p>(C) Level 1 High Level Implementation Plan for Release 1 and Release 2, including without limitation internal and external dependencies and all assumptions made in developing the Level 1 High Level Implementation Plan, which shall comply with paragraphs 3.2 and 3.4 of this schedule;</p> <p>(D) Quality Plan which complies with paragraph 4 of this schedule;</p> <p>(E) Risk Register and Issues Register which</p>	Authority to Proceed	14 February 2008

Milestone	Milestone Achievement Criteria	Milestone Outcome	Milestone Date
	<p>comply with paragraph 5 of this schedule;</p> <p>(F) High Level Implementation Approach for development, Testing and Data Migration which complies with paragraph 6 of this schedule;</p> <p>(G) Documentation List which complies with paragraph 23 of this schedule; and</p> <p>(H) CAPEX Plan, which complies with paragraph 7 of this schedule.</p>		
(2B) Design start	<p>The Service Provider to have achieved Notice of Approval from TfL in relation to the following Documentation:</p> <p>(A) Level 2 Detailed Implementation Plan, which complies with paragraphs 3.3 and 3.4 of this schedule;</p> <p>(B) updated Level 0 Strategy Plan for Release 1 and Release 2, which shall comply with paragraphs 3.1 and 3.4 of this schedule; and</p> <p>(C) updated Level 1 High Level Implementation Plan for Release 1 and Release 2, including internal and external dependencies, which shall comply with paragraphs 3.2 and 3.4 of this</p>	Authority to Proceed	14 February 2008

Milestone	Milestone Achievement Criteria	Milestone Outcome	Milestone Date
	schedule.		
(3B) Software development start	<p>The Service Provider to have achieved Notice of Approval from TfL in relation to the following:</p> <p>(A) completion of the Service Provider's High Level Design and Detailed Design for any constituent parts of the Systems required to commence development of Software and which complies with paragraph 16 of this schedule;</p> <p>(B) updated Level 2 Implementation Plan for all Software development required in connection with the relevant Release, which complies with paragraphs 3.3 and 3.4 of this schedule; and</p> <p>(C) completion of ITIL accreditation for all change management and release management elements.</p>	Authority to Proceed	14 March 2008
(4B) Infrastructure and Accommodation Design complete	<p>The Service Provider to have achieved Notice of Approval from TfL in relation to the following Documentation:</p> <p>(A) Infrastructure Design, which complies with paragraph 21 of this schedule; and</p> <p>(B) Accommodation Plan, which complies with</p>	Authority to Proceed	14 June 2008

Milestone	Milestone Achievement Criteria	Milestone Outcome	Milestone Date
	paragraph 22 of this schedule.		
(6B) Design complete	<p>The Service Provider to have achieved Notice of Approval from TfL in relation to the following Documentation:</p> <p>(A) Test Strategy which complies with paragraph 3 of schedule 4 (Testing Regime);</p> <p>(B) Functional Requirements which complies with paragraph 11 of this schedule;</p> <p>(C) Process Definition Deliverable which complies with paragraph 12 of this schedule;</p> <p>(D) Evidential Strategy which complies with paragraph 13 of this schedule;</p> <p>(E) Capacity Plan which complies with paragraph 14 of this schedule;</p> <p>(F) a list of the Escrow Software and Software which may be included as Escrow Software which complies with paragraph 15 of this schedule;</p> <p>(G) Detailed Design which complies with paragraph 16 of this schedule; and</p>	Authority to Proceed	14 September 2008

Milestone	Milestone Achievement Criteria	Milestone Outcome	Milestone Date
	(H) Service Provider High Level Design which complies with paragraph 8 of this schedule and is complete for the Release to which it applies.		
(7B) System Testing start	<p>The Service Provider to have achieved Notice of Approval from TfL for Business Operations and Enforcement Operations in relation to:</p> <p>(A) successful completion of all Tests referred to in paragraph 8.1(A) of schedule 4 (Testing Regime) regarding Unit Testing, pursuant to paragraph 2 of schedule 4 (Testing Regime) without any Severity 1 Errors or any Severity 2 Errors, for each constituent part of the Systems required to commence System Testing;</p> <p>(B) provision of Environments for System Testing in accordance with the Test Strategy and relevant Test Plan referred to in paragraph 3 and paragraph 6 of schedule 4 (Testing Regime); and</p> <p>(C) Test Plan and Test Specification for each System subject to System Testing.</p>	Authority to Proceed	14 November 2008
(8B) Software development complete	The Service Provider to have achieved Notice of Approval from TfL for Business Operations and Enforcement Operations in relation to:	Authority to Proceed	14 January 2009

Milestone	Milestone Achievement Criteria	Milestone Outcome	Milestone Date
	<p>(A) successful completion of all Tests referred to in paragraph 8.1(A) of schedule 4 (Testing Regime) regarding Unit Testing, pursuant to paragraph 2 of schedule 4 (Testing Regime) without any Severity 1 Errors or any Severity 2 Errors;</p> <p>(B) completed development and delivery of all Software to be used as part of the Service Systems; and</p> <p>(C) updated Detailed Design for all constituent parts of the Service Systems.</p>		
<p>(9B) Installation of Infrastructure complete</p>	<p>The Service Provider to have achieved Notice of Approval from TfL for all Business Operations and Enforcement Operations Infrastructure, except the Contact Centre Infrastructure, in relation to:</p> <p>(A) successful installation of all Hardware required for operation of the Services in accordance with the Infrastructure Design and the System Build Documentation;</p> <p>(B) updates to the Accommodation Plan as built following installation;</p>	<p>Authority to Proceed</p>	<p>14 May 2009</p>

Milestone	Milestone Achievement Criteria	Milestone Outcome	Milestone Date
	<p>(C) Data Centre procedures complete;</p> <p>(D) documentation of the specification, physical layout and location of all Hardware, including networks, and including the As-Built Physical Architecture; and</p> <p>(E) System Build Documentation.</p>		
<p>(9C) Installation of Contact Centre Infrastructure complete</p>	<p>The Service Provider to have achieved Notice of Approval from TfL for all Business Operations and Enforcement Operations Contact Centre Infrastructure in relation to:</p> <p>(A) successful installation of all Hardware required for operation of the Services in accordance with the Infrastructure Design and the System Build Documentation;</p> <p>(B) updates to the Accommodation Plan as built following installation;</p> <p>(C) Data Centre procedures complete;</p> <p>(D) documentation of the specification, physical layout and location of all Hardware, including networks, and including the As-Built Physical Architecture; and</p>	<p>Authority to Proceed</p>	<p>31 July 2009</p>

Milestone	Milestone Achievement Criteria	Milestone Outcome	Milestone Date
	(E) System Build Documentation.		
(11B) System Testing complete	<p>The Service Provider to have achieved Notice of Approval from TfL for Business Operations and Enforcement Operations in relation to:</p> <p>(A) successful completion of all Tests referred to in paragraphs 8.1(B) and 8.1(C) of schedule 4 (Testing Regime) regarding System Testing and System Acceptance Testing, pursuant to paragraph 2 of schedule 4 (Testing Regime) without any Severity 1 Errors or any Severity 2 Errors;</p> <p>(B) completion of a Test Report in respect of System Testing and System Acceptance Testing; and</p> <p>(C) Regression Test Suite, which complies with paragraph 26 of this schedule.</p>	Authority to Proceed	14 May 2009
(12B) Systems Integration Testing start	<p>The Service Provider to have achieved Notice of Approval from TfL in relation to:</p> <p>(A) demonstration that the Infrastructure for Systems Integration Testing is correctly configured and that the Service Systems Software is sufficiently integrated into that Infrastructure to commence Systems Integration</p>	Authority to Proceed	14 May 2009

Milestone	Milestone Achievement Criteria	Milestone Outcome	Milestone Date
	<p>Testing;</p> <p>(B) successful completion of System Testing for all Systems comprising the Service Systems required to commence Systems Integration Testing;</p> <p>(C) Test Plans and Test Specifications in respect of Systems Integration Testing;</p> <p>(D) provision of Environments for Systems Integration Testing in accordance with the Test Strategy and relevant Test Plan and System Build Documentation which complies with paragraph 27 of this schedule; and</p> <p>(E) Data required for Systems Integration Testing is defined, created and available.</p>		
<p>(13B) Technical Proving start</p>	<p>The Service Provider to have achieved Notice of Approval from TfL for Business Operations and Enforcement Operations in relation to:</p> <p>(A) completion of installation of all Infrastructure required for operation of the Services and Service Systems in accordance with the Infrastructure Design and the System Build Documentation;</p>	<p>Authority to Proceed</p>	<p>14 May 2009</p>

Milestone	Milestone Achievement Criteria	Milestone Outcome	Milestone Date
	<p>(B) Test Plans and Test Specifications in respect of Technical Proving; and</p> <p>(C) operational procedures for the Infrastructure including without limitation: Documentation containing information on all Equipment Layouts and all Network Plans.</p>		
<p>(14B) Systems Integration Testing complete</p>	<p>The Service Provider to have achieved Notice of Approval from TfL for Business Operations and Enforcement Operations in relation to:</p> <p>(A) successful completion of all Tests referred to in paragraph 8.1(D) of schedule 4 (Testing Regime) regarding Systems Integration Testing, pursuant to paragraph 2 of schedule 4 (Testing Regime) without any Severity 1 Service Issues or Errors or any Severity 2 Service Issues or Errors;</p> <p>(B) Test Reports in respect of Systems Integration Testing;</p> <p>(C) Regression Test Suite, which complies with paragraph 26 of this schedule;</p> <p>(D) updated Test Specifications; and</p>	<p>Authority to Proceed</p>	<p>14 September 2009</p>

Milestone	Milestone Achievement Criteria	Milestone Outcome	Milestone Date
	(E) updated Test Data.		
(15B) Technical Proving complete	<p>The Service Provider to have achieved Notice of Approval from TfL for Business Operations and Enforcement Operations in relation to:</p> <p>(A) successful completion of all Tests referred to in paragraph 8.1(F) of schedule 4 (Testing Regime) regarding Technical Proving, pursuant to paragraph 2 of schedule 4 (Testing Regime) without any Severity 1 Service Issues or Errors or any Severity 2 Service Issues or Errors;</p> <p>(B) updated Accommodation Plan as built;</p> <p>(C) updated Infrastructure Design; and</p> <p>(D) updated System Build Documentation.</p>	Authority to Proceed	14 September 2009
(16B) Release 1 Ready for Service Testing start	<p>The Service Provider to have achieved Notice of Approval from TfL in relation to Release 1 for Business Operations and Enforcement Operations in relation to:</p> <p>(A) all Operational Processes and Procedures provided by the Service Provider which comply with paragraph 18 of this schedule;</p>	Authority to Proceed	14 September 2009

Milestone	Milestone Achievement Criteria	Milestone Outcome	Milestone Date
	<p>(B) the following Documentation:</p> <ul style="list-style-type: none"> (1) all Documentation relevant to the Services, including, without limitation, instructions and procedures for the build, installation, configuration and commissioning of the Services (including final 'as built' site drawings) and all Systems management processes, procedures and maintenance schedules documented; (2) Test Plans and Test Specifications in respect of Ready for Service Testing; (3) the Asset Register being accurate, complete and updated, and which complies with schedule 12 (Asset Management); (4) the Security Plan, together with all associated security procedures, being finalised which complies with schedule 14 (Security Policy); (5) the Business Continuity Plan and Business Continuity Test Schedule, prepared in accordance with this Agreement (including without limitation schedule 25 (Business Continuity)); and 		

Milestone	Milestone Achievement Criteria	Milestone Outcome	Milestone Date
	<p>(6) a Communication Plan which complies with paragraph 19 of this schedule;</p> <p>(C) all Premises and other accommodation required for the operation of the Services are complete and commissioned as required for the operation of the Services in accordance with the Accommodation Plan;</p> <p>(D) completion of all Tests referred to in paragraph 8.1(F) of schedule 4 (Testing Regime) regarding Technical Proving, pursuant to paragraph 2 of schedule 4 (Testing Regime) without any Severity 1 Service Issues or Errors and Severity 2 Service Issues or Errors;</p> <p>(E) completion of all Tests referred to in paragraph 8.1(D) of schedule 4 (Testing Regime) regarding Systems Integration Testing, pursuant to paragraph 2 of schedule 4 (Testing Regime) without any Severity 1 Services Issues or Errors and Severity 2 Service Issues or Errors;</p> <p>(F) all Personnel required to operate or provide the Services have been recruited and are available to operate or provide the Services in accordance with the provisions of this</p>		

Milestone	Milestone Achievement Criteria	Milestone Outcome	Milestone Date
	<p>Agreement;</p> <p>(G) all Personnel required to operate or provide the Services have been trained according to the Training Plan which complies with paragraph 24 of this schedule; and</p> <p>(H) ITIL accreditation for all elements.</p>		
<p>(18B) Release 1 Ready for Service Testing complete</p>	<p>The Service Provider to have achieved Notice of Agreement to Operate from TfL in relation to Release 1 for Business Operations and Enforcement Operations in relation to the following:</p> <p>(A) successful completion of all Tests referred to in paragraph 8.1(G) of schedule 4 (Testing Regime) regarding Ready for Service Testing pursuant to paragraph 2 of schedule 4 (Testing Regime);</p> <p>(B) full compliance with clause 54.1 (Source Code) in relation to Escrow Software;</p> <p>(C) a finalised CAPEX Plan, which complies with paragraph 7 of this schedule; and</p> <p>(D) delivery of an executed letter of credit in</p>	<p>Agreement to Operate</p>	<p>26 October 2009</p>

Milestone	Milestone Achievement Criteria	Milestone Outcome	Milestone Date
	accordance with clause 17A.		

3. **Implementation Plan**

3.1 Level 0 Plans

- (A) The Service Provider shall within ten (10) Working Days of the Effective Date develop and provide to TfL for review a “Level 0 Strategy Plan” (the “**Level 0 Strategy Plan**”).
- (B) Once Approved by TfL in accordance with Part C of this schedule, TfL shall issue a notice confirming that Approval of the Level 0 Strategy Plan.
- (C) Thereafter, the Service Provider shall keep the Level 0 Strategy Plan updated on an ongoing basis during the Term.
- (D) The Service Provider shall ensure that the Level 0 Strategy Plan shall include, without limitation, planning details and an illustration of the key activity phases during the Implementation Phase and the implementation of each later Release with their corresponding Milestone Dates as set out in Table 1 and Table 2 above.

3.2 Level 1 Plans

- (A) The Service Provider shall:
 - (1) develop and provide to TfL for review a “Level 1 High Level Implementation Plan” (the “**Level 1 High Level Implementation Plan**”); and
 - (2) develop and provide to TfL for review a “Level 1 Data Migration Plan” to TfL for review (the “**Level 1 Data Migration Plan**”).
- (B) Once Approved by TfL in accordance with Part C of this schedule, TfL shall issue a notice confirming that Approval of each such plan.
- (C) Thereafter, the Service Provider shall keep such plans updated on an ongoing basis during the Term provided that the Level 1 Data Migration Plan need only be kept updated until TfL has issued an Agreement to Release Payment in respect of Milestone 17.
- (D) The Service Provider shall ensure that the Level 1 High Level Implementation Plan and the Level 1 Data Migration Plan shall include, without limitation:
 - (1) planning details; and
 - (2) a Gantt chart covering the key activities required to achieve the Milestones in Table 1 and Table 2 above and including without limitation all dependencies on TfL and the Service Provider and any Third Party.

3.3 Level 2 Plans

- (A) the Service Provider shall develop and provide to TfL for Approval in accordance with Part C of this schedule:

- (1) at least ten (10) Working Days prior to the Milestone Date of Milestone 2, a “Level 2 Detailed Implementation Plan” for each Release (each a “**Level 2 Detailed Implementation Plan**”);
- (2) at least ten (10) Working Days prior to the Milestone Date of Milestone 5, a “Level 2 Build and Test Data Migration Plan” (the “**Level 2 Build and Test Data Migration Plan**”); and
- (3) at least ten (10) Working Days prior to the Milestone Date of Milestone 10, a “Level 2 Detailed Plan for Data Migration Execution” (the “**Level 2 Detailed Plan for Data Migration Execution**”),

collectively the “**Level 2 Plans**”.

- (B) The Service Provider shall ensure that the Level 2 Plans include, but shall not be limited to:
- (1) a fully resourced Gantt chart covering all detailed activities required to achieve the Milestones in Table 1 and Table 2, including without limitation a level of detail that identifies the individual tasks for the successful completion of the Implementation Phase and the implementation of each later Release;
 - (2) the dates for production of a detailed business process definition including without limitation development of the processes and procedures required to implement and operate the Services;
 - (3) the processes and requirements for the recruitment of Service Provider Personnel;
 - (4) the dates for all training and roll-out activities; and
 - (5) the work packages that the Service Provider anticipates will be required to complete the Test Stages and meet the Milestones.

3.4 Quality Criteria

- (A) The Service Provider shall ensure that all plans listed in paragraphs 3.1 to 3.3 (together the “**Implementation Plan**”) of this schedule are, without limiting the Service Provider’s other obligations under this schedule and the Agreement, subject to the following quality criteria:
- (1) the Implementation Plan shall be available in “Microsoft Project 2002” (or a later version if required in writing by TfL) format with all supporting Documentation as appropriate;
 - (2) the Implementation Plan shall contain details of any assumptions on which it is based and/or any other dependencies on TfL, the Service Provider and/or any Third Party (where applicable); and
 - (3) the Service Provider shall ensure that the Implementation Plan allows the Service Provider to achieve the Milestones in accordance with the provisions of this Agreement, including without limitation the relevant

Milestone Dates.

4. **Quality Plan**

4.1 The Service Provider shall develop and keep updated on an ongoing basis during the Term a quality plan (the “**Quality Plan**”) which contains details of the processes, procedures, mechanisms and tools that the Service Provider proposes to use to assure the quality of the Services, including without limitation:

- (A) the scope of that plan;
- (B) the contractual and organisational quality expectations and requirements to be met by the Service Provider in accordance with this Agreement;
- (C) references to standards and methods that apply to the Services;
- (D) roles and responsibilities for quality assurance;
- (E) identification of Deliverables;
- (F) acceptance mechanisms and high level acceptance criteria for the products and Deliverables;
- (G) project management and control processes including without limitation:
 - (1) communication, reporting and project review mechanisms;
 - (2) risk, Service Issue and Error management including an escalation process;
 - (3) in relation to the Change Control Request Procedure;
- (H) Third Party and Sub-Contractor management; and
- (I) product quality control processes for:
 - (1) Documentation including without limitation version control and review processes;
 - (2) Service Systems design, build, Testing and implementation including configuration, release and Problem management processes for Hardware, Software and Systems;
 - (3) Services delivery including recruitment, Training, and Operational Phase process development and improvement; and
 - (4) quality audit processes.

4.2 The Service Provider shall submit the Quality Plan and updates from time to time for Approval in accordance with Part C of this schedule.

5. **Risk Register and Issues Register**

- 5.1 The Service Provider shall develop and keep updated on an ongoing basis during the Term a document recording all perceived risks during the Implementation Phase and during the implementation of each later Release or operation or provision of the Services, together with the probability of their occurrence (including without limitation a categorisation of each risk as low, medium and high level risk (or as otherwise instructed by TfL) based on the probability of its occurrence), the impact on the programme should they occur, and all preventative, reactive and mitigating actions to be taken by the Service Provider to prevent their occurrence or minimise the impact should they occur (the “**Risk Register**”).
- 5.2 The Service Provider shall develop and keep updated on an ongoing basis during the Term a document recording all issues that will or may have an impact on provision of the Services from time to time, together with the perceived impact of each issue and all preventative, reactive and mitigating actions taken by the Service Provider or to be taken to resolve it or minimise its impact (the “**Issues Register**”).
- 5.3 The Service Provider shall submit each of the Risk Register and Issues Register and updates to each of them from time to time (and, in respect of the Risk Register, in any event no less frequently than upon the identification by the Service Provider of each high level risk (or such other category of risk as TfL may instruct from time to time)) for Approval in accordance with Part C of this schedule.

6. **High Level Implementation Approach**

- 6.1 The Service Provider shall develop and keep updated on an ongoing basis during the Implementation Phase a document setting out at a high level the approach the Service Provider intends to apply during development, Testing, and Data Migration for the Implementation Phase and the implementation of each later Release (the “**High Level Implementation Approach**”) which shall include, without limitation:
- (A) the methodologies to be used for development of the Service Systems;
 - (B) the strategy for Testing of the Service Systems and Services, which shall be further developed to form the Test Strategy for delivery at Milestone 6; and
 - (C) the approach to be taken to ensure that all Data required by TfL to be migrated to the Service Systems in relation to the Schemes are completely and correctly transferred to the Service Systems so as to enable a seamless transfer of that Data to the Service Provider, which shall be further developed to form the Migration Strategy for delivery at Milestone 5 and in accordance with schedule 4 (Testing Regime) and clause 9 (Implementation Plan and Data Migration Plan).
- 6.2 The Service Provider shall submit the High Level Implementation Approach and updates from time to time for Approval in accordance with Part C of this schedule.

7. **CAPEX Plan**

- 7.1 The Service Provider shall develop and keep updated on an ongoing basis during the Term a “CAPEX Plan” that reports on any significant capital expenditure and/or committed costs for all physical Assets needed to be acquired and/or upgraded for

all Stages of each Release and which are required under this Agreement to be set out in the Asset Register (the “**CAPEX Plan**”).

7.2 The Service Provider shall submit the CAPEX Plan and updates from time to time for Approval in accordance with Part C of this schedule.

7.3 The Service Provider shall comply with its obligations in clause 67 (Assets) in relation to capital expenditure.

8. **Service Provider High Level Design**

8.1 The Service Provider shall develop the Service Provider High Level Design which expands on the Functional Requirements, the Statement of Requirements and the Service Provider’s Solution to specify the Software design for the Service Systems for each of the Service Elements, including the Management Information System and which shall include, but not be limited to:

- (A) sub-division of the Software design into its constituent logical parts, the lowest level of which shall be the units to be developed and/or configured and Unit Tested as discrete units;
- (B) descriptions of the function of each of the logical sub-divisions of the Software in terms readily comprehensible to a non-technical user;
- (C) a detailed logical specification of the functions implemented by each of the constituent parts of the Software;
- (D) design constraints and assumptions;
- (E) Data model(s);
- (F) process and Data flows within the overall Service Systems including without limitation between the constituent parts of the Service Systems;
- (G) specification of the Interfaces between the constituent logical parts of the Service Systems;
- (H) specification of the Interfaces between the Service Systems and Service Elements;
- (I) specification of the Interfaces between Service Elements;
- (J) specification of all Interfaces to Other Service Providers or Third Parties; and
- (K) a mapping between such document(s) and the Functional Requirements to demonstrate that the document(s) covers the Functional Requirements.

8.2 The Service Provider shall submit the Service Provider High Level Design and updates as necessary (including, without limitation, as required in line with any changes made to other Documentation in accordance with the Agreement and/or any Changes) from time to time for Approval in accordance with Part C of this schedule.

9. **Data Quality Analysis Report**

9.1 The Service Provider shall develop and keep updated on an ongoing basis during the Term a report on the completeness, correctness and integrity of the Data provided to the Service Provider by or on behalf of TfL or an Other Service Provider in connection with the Services (the “**Data Quality Analysis Report**”).

9.2 The Service Provider shall submit the Data Quality Analysis Report and updates from time to time for Approval in accordance with Part C of this schedule.

10. **Migration Strategy**

10.1 The Service Provider shall develop and keep updated on an ongoing basis during the Implementation Phase a document describing how the Service Provider will identify, verify and transfer all Data (including, without limitation, Legacy Data) provided to or to be provided to the Service Provider by or on behalf of TfL or an Other Service Provider in connection with the Services and containing all items specified in paragraph 10.3 (the “**Migration Strategy**”).

10.2 The Service Provider shall submit the Migration Strategy and updates from time to time for Approval in accordance with Part C of this schedule.

10.3 The Migration Strategy shall contain all detail necessary to effect a smooth and orderly commencement of the Services and hand-over by the incumbent service provider as at the Effective Date (the “**Incumbent Service Provider**”) to the Service Provider, and shall, without limitation to the generality of the foregoing:

- (A) set out the respective obligations of the parties and applicable timescales;
- (B) plan the transfer of the key service outputs;
- (C) plan the transfer of any technical and/or administrative Interfaces between relevant Service Provider Assets, Hardware, Software and Systems and any external Systems and/or Data sources;
- (D) plan the transfer of any work in progress the Incumbent Service Provider will deliver to TfL or the Service Provider;
- (E) plan the transfer of the levels of resources required by the Service Provider in the provision of the Services including but not limited to the numbers and grades of all Personnel employed in the provision of the Services, the Data processing and printing capacities required to provide the Services (without limiting the Service Provider’s obligations under clause 20 (As-Built Physical Architecture and Capacity Planning)) and any accommodation occupied by the Service Provider and any of its Sub-Contractors or agents to the extent they are involved in the provision of the Services;
- (F) plan any Personnel transfers in accordance with the TUPE Regulations;
- (G) include details of the parties’ respective responsibilities and obligations during preparation for, and the transfer of:
 - (1) Assets and all associated warranties and guarantees;

- (2) Sub-Contracts and any other contracts;
 - (3) Data (including proposals for Data Migration and Data deletion, as appropriate);
 - (4) required consents;
 - (5) operational documentation including customer records and databases, configuration documentation and manuals; and
 - (6) Software licences;
- (H) document the key activities to be undertaken during Data Migration;
- (I) preparation and testing of Data Migration programs;
- (J) arrangements for sharing Data to enable Testing with the Service Provider and/or TfL; and
- (K) detail the documentation to be prepared and made available by the Incumbent Service Provider during migration including without limitation:
- (1) employee Data;
 - (2) asset register including release and version numbers;
 - (3) service databases and structure;
 - (4) service documentation covering Incidents, Business Continuity Events and Disaster Recovery Events and Service Levels achieved over the past twelve (12) months, and service level measurement method;
 - (5) status of Third Party Software covering supplier, version, upgrade status;
 - (6) status of custom developed programs, including Source Code and documentation;
 - (7) system and equipment fault databases;
 - (8) asset maintenance history and status;
 - (9) asset warranties and guarantees;
 - (10) manuals for the key applications;
 - (11) process and procedure documentation;
 - (12) outline of the commercial information relevant to the Services;
 - (13) full contract documentation for the Incumbent Service Provider's sub-contractors which will be novated to the Service Provider;

- (14) other items relating to the provision of the services by the Incumbent Service Provider or relating to the configuration control of the Hardware, Software and Systems used to provide those services;
- (15) key service outputs;
- (16) specifications of any technical and/or administrative Interfaces between the service continuity Assets and any external Systems;
- (17) details of any work in progress;
- (18) the list of all required consents;
- (19) the list of Sub-Contracts which are to be novated by the Incumbent Service Provider to TfL or Service Provider;
- (20) an inventory of spare Hardware and Hardware parts ("**Spares**"), if any, purchased by the Incumbent Service Provider necessarily or with the written approval of TfL in order to provide the services or any part of them;
- (21) the list of all of the Incumbent Service Provider's internal and Third Party support arrangements used in the operation and delivery of the services; and
- (22) any other information or action pertaining to the Migration Plan required by TfL to ensure a smooth and timely transfer to the Service Provider.

10.4 The Service Provider shall promptly comply with all instructions from TfL with regard to the implementation and execution of the Statement of Requirements (including, without limitation, as it relates to Data Migration) and the Migration Strategy including, without limitation to the generality of the foregoing, co-operating fully with the Incumbent Service Provider, TfL and such Third Parties as TfL may require.

10.5 The Service Provider shall submit the Migration Strategy and updates from time to time for Approval in accordance with Part C of this schedule.

11. **Functional Requirements**

11.1 The Service Provider shall develop and keep updated on an ongoing basis during the Term a document which sets out the detailed requirements for the functional behaviour of the Service Systems for each of the Service Elements and which shall be derived from and expand on the Statement of Requirements, the TfL Design and the Service Provider's Solution and shall form the basis for development of the Service Provider High Level Design (the "**Functional Requirements**"). The Service Provider shall ensure that each such detailed requirement shall be expressed discretely and unambiguously.

11.2 The Service Provider shall submit the Functional Requirements and updates from time to time for Approval in accordance with Part C of this schedule.

12. **Process Definition Deliverable**

- 12.1 The Service Provider shall develop and keep updated on an ongoing basis during the Term a document which sets out the business processes relating to the Operational Services provided by the Service Provider and the processes to be followed by the Service Provider for interacting with Other Service Providers and Third Parties providing elements of the Schemes Systems (the “**Process Definition Deliverable**”).
- 12.2 The Service Provider shall submit the Process Definition Deliverable and any updates from time to time for Approval in accordance with Part C of this schedule.

13. **Evidential Strategy**

- 13.1 The Service Provider shall develop and keep updated on an ongoing basis during the Term a document which sets out the principles of, and the Service Provider’s approach to, Evidential Integrity and describes the Service Systems’ functions and mechanisms, operational procedural controls implemented by the Service Provider in respect of the Service Systems, and the Documentation required to ensure Evidential Integrity of the Service Systems (the “**Evidential Strategy**”).
- 13.2 The Service Provider shall submit the Evidential Strategy and any updates from time to time for Approval in accordance with Part C of this schedule.

14. **Capacity Plan**

- 14.1 The Service Provider shall comply with its obligations in clause 20 (As-Built Physical Architecture and Capacity Planning) in relation to Capacity Plans.

15. **Escrow Software List**

- 15.1 The Service Provider shall develop and keep updated on an ongoing basis during the Term the Escrow Software List detailing all Software which is or may be available from time to time to be placed, or has been placed into escrow in accordance with clause 54 (Source Code) of this Agreement, to include but not be limited to, the categories of Software set out in schedule 29 (Escrow Software).
- 15.2 The Service Provider shall submit the Escrow Software List and any updates from time to time for Approval in accordance with Part C of this schedule.

16. **Detailed Design**

- 16.1 The Service Provider shall develop and keep updated on an ongoing basis during the Term a document which expands on the Service Provider High Level Design for each Service Element and provides a specification sufficient for development and/or configuration of each of the lowest level units of the logical sub-division of the Software specified in the Service Provider High Level Design. It shall include, but not be limited to detailed low level specifications for:

- (A) all Specially Written Software;
- (B) all external and internal Interfaces; and

(C) any customisation and/or configuration required for COTS Software packages,

(the “**Detailed Design**”).

16.2 The Service Provider shall submit the Detailed Design and any updates as necessary (including, without limitation, as required in line with any changes made to other Documentation in accordance with the Agreement and/or any Changes) from time to time for Approval in accordance with Part C of this schedule.

17. **Data Migration Report**

17.1 The Service Provider shall develop and keep updated on an ongoing basis during the Term a report which describes how the Service Provider executed the Data Migration in accordance with the Migration Documents, and provides a plan for resolution of any outstanding Service Issues or Errors in relation to Data Migration (the “**Data Migration Report**”).

17.2 The Service Provider shall submit the Data Migration Report and any updates from time to time for Approval in accordance with Part C of this schedule.

18. **Operational Processes and Procedures**

18.1 The Service Provider shall develop and keep updated on an ongoing basis during the Term detailed operational processes and procedures which document the working methods which shall be utilised by all Personnel providing the Services or providing support to the Service Systems, including but not limited to the operational processes and procedures described in the Specification (the “**Operational Processes and Procedures**”).

18.2 The Service Provider shall submit the Operational Processes and Procedures for Approval in accordance with Part C of this schedule.

19. **Communication Plan**

19.1 The Service Provider shall develop and keep updated on an ongoing basis during the Term a document for operational use which shall contain contact details and instruction of whom should be contacted in the event of occurrence of any problem(s) with the Services and/or the Service Systems including without limitation Trigger Events, Incidents, Problems, Errors, Service Failures and outages (the “**Communication Plan**”).

19.2 The Service Provider shall submit the Communication Plan and updates from time to time for Approval in accordance with Part C of this schedule.

20. **Exit Plan**

20.1 The Service Provider shall comply with its obligations in clause 73 (Exit Management) and schedule 16 (Exit Plan) in relation to the Exit Plan.

21. **Infrastructure Design**

21.1 The Service Provider shall develop and keep updated on an ongoing basis during the Term a document which expands on the Service Provider's Solution to specify the design of the Infrastructure for each Service Element, including all Hardware and Systems that will comprise the Service Systems and including the Management Information System, which shall include, but not be limited to:

- (A) identification of the Hardware items, and their mapping to the logical subdivisions of the Service Systems including without limitation plans in respect of each wide area network;
- (B) detailed specifications for all elements of the Infrastructure including but not limited to all Hardware and Systems;
- (C) local, inter-site and external network diagrams;
- (D) Capacity Planning calculations, including but not limited to all assumptions made in determining the required capacity for the Hardware and Systems subject to clause 20 (As-Built Physical Architecture and Capacity Planning);
- (E) details of the predicted performance based on the planned capacity of the Hardware and Systems subject to clause 20 (As-Built Physical Architecture and Capacity Planning); and
- (F) specification of the Parameters and other settings required to configure the Hardware and Service Systems Software including without limitation operating Systems, database management systems and middleware,

(together and individually the "**Infrastructure Design**").

21.2 The Service Provider shall submit the Infrastructure Design for Approval in accordance with Part C of this schedule.

22. **Accommodation Plan**

22.1 The Service Provider shall develop and keep updated on an ongoing basis during the Term an accommodation plan which contains details relating to the Premises to be used or provided in connection with the Services, including without limitation:

- (A) Network Plans and Equipment Layouts in each case in respect of each LAN;
- (B) number of Personnel;
- (C) number and type of desks and workstations provided;
- (D) the provisions to be made for all visiting personnel, including without limitation the car parking facilities available,

(the "**Accommodation Plan**").

22.2 The Service Provider shall submit the Accommodation Plan and any updates from time to time for Approval in accordance with Part C of this schedule.

23. **Documentation List**

- 23.1 The Service Provider shall develop and keep updated on an ongoing basis during the Term a document setting out what Documentation it intends to deliver during the Implementation Phase and the implementation of each later Release along with a schedule for delivery and review (the “**Documentation List**”).
- 23.2 The Service Provider shall submit the Documentation List and any updates from time to time for Approval in accordance with Part C of this schedule.

24. **Training Plan**

- 24.1 The Service Provider shall develop a training plan for all Personnel setting out what training the Service Provider intends to provide during Ready for Service Testing in accordance with clause 27 (Training) of the Agreement together with the mechanisms by which successful completion of training is measured and recorded (the “**Training Plan**”).
- 24.2 The Service Provider shall submit the Training Plan and any updates from time to time for Approval on the date specified in the Level 1 High Level Implementation Plan in accordance with Part C of this schedule.

25. **Cutover Plan**

- 25.1 The Service Provider shall develop and keep updated on an ongoing basis during the Implementation Phase a document or documents defining the sequenced procedures and steps to bring the Service Systems to an Operational Phase state and to transition legacy congestion charging services from the Incumbent Service Provider to the Core Operations (the “**Cutover Plan**”).
- 25.2 The Service Provider shall submit the Cutover Plan and any updates from time to time for Approval in accordance with Part C of this schedule.

26. **Regression Test Suite**

- 26.1 The Service Provider shall develop and keep updated on an ongoing basis during the Term a document describing a suite of Tests:
- (A) which provide assurance that all key functions of the Service Systems continue to operate in accordance with the Specification and remain Fit for Purpose following any changes to the Service Systems;
 - (B) that are executed for each release of Software to the Service Systems; and
 - (C) which, when supplemented with additional Tests specific to the changes made to the Service Systems, as identified by analysis of the impact of the changes, forms the full set of regression Tests required for each release of Software to the Service Systems,
- (the “**Regression Test Suite**”).

- 26.2 The Service Provider shall submit the Regression Test Suite and any updates from time to time for Approval in accordance with Part C of this schedule.

27. **System Build Documentation**

- 27.1 The Service Provider shall develop and keep updated on an ongoing basis during the Term a set of documents setting out all the information necessary to set up and configure the Hardware, Software and Systems comprising the Service Systems including, without limitation, Software build procedures, Hardware and Software installation procedures, task sequences and Hardware and Software configuration settings and files (the “**System Build Documentation**”).
- 27.2 The Service Provider shall submit the System Build Documentation and any updates from time to time for Approval in accordance with Part C of this schedule.

28. **Provisions of General Application to Deliverables**

28.1 Without prejudice to TfL’s other rights and remedies under this Agreement, common law, statute or in equity, and without limitation to the Service Provider’s other obligations under this Agreement, the Service Provider shall ensure that:

- (A) the structure and outline content of all Deliverables shall be determined by TfL in its absolute discretion;
- (B) the Service Provider employs a recognised development methodology in accordance with Good Industry Practice as determined by TfL in its absolute discretion from time to time;
- (C) all Deliverables shall be produced in accordance with Good Industry Practice and shall be Fit for Purpose;
- (D) the Service Provider produces Documentation in respect of the design of the Service Systems, including Functional Requirements where applicable, for all elements of the Service Systems and maintains that Documentation in line with changes to the Service Systems throughout the Term; and
- (E) any changes proposed by the Service Provider from time to time to the Deliverables described in this schedule as necessary to update such Deliverables shall only be made pursuant to the Change Control Request Procedure.

28.2 The Service Provider shall provide all Deliverables to TfL a reasonable period before each Milestone Date, having regard, without limitation, to the following:

- (A) the number of Deliverables in respect of which TfL is conducting a review at any time; and
- (B) the volume and complexity of each of the Deliverables referred to in paragraph 28.2(A),

and, without limiting the foregoing, in any event not less than ten (10) Working Days before the relevant Milestone Date.

28.3 Unless expressly provided to the contrary elsewhere in this Agreement, and subject to the Milestone Dates, TfL shall use reasonable endeavours to complete a review of each Deliverable within ten (10) Working Days from its delivery to TfL or within

such other period as TfL may agree. Where re-work is required following review, the Service Provider shall complete such re-work and re-issue the Deliverable within five (5) Working Days of receipt of TfL's review comments on the basis of which the re-work is required, or within such other period as TfL may agree.

PART B : MILESTONE ACHIEVEMENT

29. Milestone Achievements General Provisions

29.1 Without prejudice to TfL's rights under paragraph 34.1 of this schedule, TfL shall, as soon as commercially practicable and in any event within ten (10) Working Days of the later of:

- (A) completion of Testing, Test Witnessing and receipt by TfL of the relevant Test Report and the relevant Information from the Incident Log (if relevant);
- (B) delivery by the Service Provider of all Deliverables to be delivered as part of the Milestone Achievement Criteria for the relevant Milestone (if relevant); and
- (C) successful completion of all other tasks and activities ("**Milestone Tasks**") to be undertaken as part of the Detailed Milestone Achievement Criteria for the relevant Milestone (if relevant),

comply with the provisions of paragraph 29.2 of this schedule.

29.2 TfL shall, within such period, at TfL's absolute discretion and without prejudice to any of TfL's other rights and remedies under this Agreement or otherwise:

- (A) issue to the Service Provider a Notice of Approval in respect of any Milestone Achievement Criteria to be achieved during the Implementation Phase and the implementation of each later Release, to which the relevant Testing, Approval of Deliverables and/or Milestone Tasks relate;
- (B) issue to the Service Provider a Notice of Authority to Proceed in respect of the associated Milestone to be achieved during the Implementation Phase and the implementation of each later Release, to which the relevant Testing, Approval of Deliverables and/or Milestone Tasks relate;
- (C) issue to the Service Provider a Notice of Agreement to Operate in respect of the associated Milestone to be achieved during the Implementation Phase and the implementation of each later Release, where TfL has received proof that all parts of the Services provide the features, functions and facilities and meet the performance criteria specified in the Specification, proof that all Deliverables have been provided and are appropriate and Approved and proof that all Milestone Tasks have been successfully undertaken in TfL's absolute discretion;
- (D) issue to the Service Provider an Agreement to Release Payment in respect of the associated Milestone to be achieved during the Implementation Phase and the implementation of each later Release to which the relevant Testing, Approval of Deliverables and/or Milestone Tasks relate;

- (E) issue to the Service Provider an Agreement to Release Payment in respect of the associated Milestones to which the relevant Testing, Approval of Deliverables and/or Milestone Tasks relate; or
- (F) issue to the Service Provider a Notice of Business Acceptance in respect of any Testing which was to be performed, Deliverables which were to be provided and Approved or a Milestone Task which was to be undertaken during the Operational Phase (including without limitation pursuant to the Change Control Request Procedure); or
- (G) issue to the Service Provider notice of rejection of any or all parts of the Services if either:
 - (1) any Milestone to be achieved to which those Tests relate is not achieved due to:
 - (a) one (1) or more Severity 1 Service Issues or Errors;
 - (b) one (1) or more Severity 2 Service Issues or Errors;
 - (c) four (4) or more Severity 3 Service Issues or Errors;
 - (d) one (1) or more Security Incidents which have not been resolved to TfL's satisfaction; or
 - (e) where the cumulative effect of all Service Issues, Errors and/or Security Incidents identified (regardless of their respective Severity Levels) adversely affects the operation of the Services or any part of them;
 - (2) any Deliverables to be provided in accordance with the Detailed Milestone Achievement Criteria for the relevant Milestone are missing, incomplete, inaccurate, deficient or not Fit for Purpose; or
 - (3) any Milestone Task required to satisfy the Detailed Milestone Achievement Criteria has not been successfully undertaken and completed;

29.3 If TfL rejects any or all parts of the Services under paragraph 29.2(G) of this schedule:

- (A) the Service Provider shall immediately and at the Service Provider's cost and expense commence to make and promptly complete all corrections of all Service Issues and/or Errors contributing to failure to achieve the Milestone, provide, complete, rectify or amend (as appropriate) any Deliverables, complete all relevant Milestone Tasks and/or perform or re-perform Tests or alternative tests, within reasonable timeframes specified by TfL from time to time (at TfL's absolute discretion), to demonstrate to TfL's satisfaction that the relevant parts of the Services provide the features, functions, and facilities and meet the performance criteria specified in the Specification and this Agreement, including in connection with the Service Provider implementing any Work-off Plan pursuant to paragraph 29.3(B) of this schedule;

- (B) the Service Provider shall immediately upon request from TfL and at the Service Provider's cost and expense commence preparation of a Work-off Plan including full details of the steps to be taken by the Service Provider to perform its obligations under paragraph 29.3(A) of this schedule and shall, without limiting paragraph 29.3(A) of this schedule, promptly (and in any event within two (2) Working Days of the date of that notice of rejection) submit a copy of that Work-off Plan to TfL for its approval pursuant to paragraphs 34.1 and 34.2 of this schedule which shall apply mutatis mutandis to that Work-off Plan and, subject to those paragraphs 34.1 and 34.2 of this schedule, the Service Provider shall fully carry out the activities specified in that Work-off Plan;
- (C) the Service Provider shall promptly escalate the matter to the Programme Manager or such other level of seniority within the Service Provider's Personnel as TfL may reasonably require;
- (D) the parties shall repeat the procedure set out in paragraphs 29.1, 29.2 and this paragraph 29.3 of this schedule until Approval of the relevant parts of the Services and/or the Service Systems and Services pursuant to paragraph 29.2 of this schedule or termination of this Agreement pursuant to paragraph 29.3(E) or paragraph 29.3(F) of this schedule;
- (E) TfL may, at its absolute discretion, issue a Milestone Notice, conditional upon the Service Provider complying with the relevant Work-off Plan produced by the Service Provider in accordance with paragraph 29.3(B) of this schedule. If the Service Provider fails to comply with the Work-off Plan, or if the Service Provider does not achieve the aims of the Work-off Plan to the satisfaction of TfL (acting reasonably), TfL may exercise its Step-in Rights or terminate or Partially Terminate this Agreement with immediate effect by giving notice to the Service Provider; and
- (F) such that the relevant Milestone for the receipt by the Service Provider of a Milestone Notice is not achieved within twenty (20) Working Days or other period agreed in writing between the Parties in any relevant Work-off Plan Approved by TfL in accordance with Part C of this schedule of the applicable Milestone Date, TfL may:
 - (1) exercise its Step-in Rights;
 - (2) terminate or Partially Terminate this Agreement with immediate effect by giving notice to the Service Provider; and/or
 - (3) issue a Milestone Notice and refer the matter (without limiting in any way the Service Provider's obligations to provide the Services in accordance with the provisions of this Agreement) to the Expert to determine a reduction in the Service Charges equal to the adverse financial and other impacts of that failure on TfL.

29.4 Payment of the relevant Milestone Payment set out in paragraph 4 of schedule 7 (Charging) shall be made:

- (A) subject to paragraphs 29.3(F)(3) and 29.4(B) of this schedule, upon a Milestone Notice; and

(B) where a Milestone Notice has been issued conditionally under paragraph 29.3(E) of this schedule, upon full compliance of the Service Provider with a Work-off Plan such that the Milestone Achievement Criteria are fully achieved and TfL has served written notice to this effect.

29.5 Without limiting paragraphs 32 and 33 of this schedule or this paragraph 29 of this schedule, the Service Provider shall at all times comply with its other obligations set out in Part A of this schedule and in schedule 4 (Testing Regime).

29.6 The Service Provider or TfL may request changes to any Documentation or Testing envisaged under Part C of this schedule, paragraph 2 of schedule 4 (Testing Regime) and/or this paragraph 29 from time to time in accordance with the Change Control Request Procedure but subject always to clauses 13.1(B) (Responsibility for achievement of Milestones and service delivery) and 76.4 (Waiver and Approvals).

29.7 Notwithstanding the foregoing, all Errors and Service Issues outstanding at the date of achievement of a Milestone shall be corrected at the Service Provider's earliest opportunity at no cost or expense to TfL.

29.8 The Service Provider agrees that the provision of clause 13.1(B) (Responsibility for achievement of Milestones and service delivery) apply in respect of this Part B of this schedule.

30. **Work-Off Plans**

30.1 Where the Service Provider is required under this Agreement to produce a Work-off Plan, the Service Provider shall ensure that each Work-off Plan includes without limitation:

(A) details of all outstanding Errors or Service Issues;

(B) the Severity Level ascribed to each Error or Service Issue, where appropriate;

(C) any workarounds for the Error or Service Issue;

(D) the dates for correction and Testing of outstanding Errors or Service Issues;

(E) dates for release of related Hardware, Software or Systems for operational use; and

(F) details of Deliverables and Milestone Tasks to be completed, rectified or provided is appropriate.

30.2 The Service Provider shall follow the reasonable instructions of TfL in connection with a Work-off Plan including without limitation promptly (and in any event within three (3) Working Days of TfL issuing such instructions) incorporating all amendments to the Work-off Plan suggested by TfL.

30.3 The Service Provider agrees that:

- (A) in the event that a Work-off Plan is rejected by TfL pursuant to paragraph 34.1 of this schedule, TfL may in its absolute discretion withhold a Milestone Notice for the relevant Milestone;
- (B) TfL's rights to Test Witnessing shall apply in respect of Testing carried out in relation to a Work-off Plan;
- (C) all Work-off Plans shall comply with the provisions of clause 57 (Security) and the Security Plan; and
- (D) it shall promptly comply with the provisions of each Work-off Plan.

31. **Development of Detailed Milestone Achievement Criteria**

31.1 The Service Provider acknowledges and agrees that for all Milestones after Milestone 1, the Milestone Achievement Criteria specified in Table 1 and Table 2 are high level and TfL may, on a case-by-case basis, determine supplemental additional, low-level criteria detailing elements of the relevant Milestone Achievement Criteria ("**Detailed Milestone Achievement Criteria**"), provided that:

- (A) each party shall promptly negotiate in good faith to agree in writing the Detailed Milestone Achievement Criteria for each Milestone within ten (10) Working Days of TfL having issued a Milestone Notice in respect of the preceding Milestone;
- (B) subject to the provisions of paragraph 31.2 of this schedule, if no such agreement on the Detailed Milestone Achievement Criteria is reached within ten (10) Working Days of the date of the Milestone Notice in respect of the preceding Milestone then TfL shall be entitled to determine what Detailed Milestone Achievement Criteria (if any) are required for the next Milestone.

31.2 TfL may only determine Detailed Milestone Achievement Criteria which:

- (A) are objectively measurable;
- (B) do not fundamentally alter the Milestone Achievement Criteria (subject to ensuring consistency with the requirements of the Statement of Requirements and this Agreement); and
- (C) consist of supplemental additional, low-level criteria which detail elements of the relevant Milestone Achievement Criteria.

PART C : DOCUMENTATION

32. **Key Documents and Approval of Key Documents**

32.1 The Service Provider shall, in accordance with the applicable Milestone Dates and the Implementation Plan (as appropriate):

- (A) provide the Design Services such that the Service Provider creates the Key Documents, in each case to reflect the Statement of Requirements;

- (B) perform any other tasks allocated to it in the Implementation Plan in relation to the Key Documents; and
- (C) provide TfL with a copy of the Key Documents.

32.2 TfL shall:

- (A) where reasonably practicable supply the Service Provider on reasonable notice with information the Service Provider reasonably requires so that the Service Provider is not delayed in performing its obligations under paragraph 32.1 of this schedule;
- (B) within such period as is specified in the Agreement or the Implementation Plan and in any event by any applicable Milestone Dates (or as the parties otherwise agree in writing) following TfL's receipt of the Key Documents:
 - (1) review the Key Documents; and
 - (2) notify the Service Provider that TfL:
 - (a) accepts the Key Documents; or
 - (b) if the Key Documents:
 - (i) fail to provide for the functions and the performance criteria specified in the Design Documents (in the case of the Functional Requirement) and (in any event) the Statement of Requirements; or
 - (ii) are not Fit for Purpose;

32.3 If TfL rejects any Key Documents under paragraph 32.2(B)(2)(b) of this schedule:

- (A) the Service Provider shall, at no cost to TfL, promptly undertake a revision or amendment of the relevant Key Documents at no cost or expense to TfL and re-submit them to TfL for review;
- (B) the parties shall repeat the procedure set out in paragraph 32.2 and this paragraph 32.3 of this schedule until acceptance of the Key Documents or termination of this Agreement pursuant to paragraph 32.3(C) of this schedule;
- (C) such that the Milestone for the Approval of those Key Documents is not achieved within twenty (20) Working Days (unless otherwise agreed in writing between the Parties) of the applicable Milestone Date, and the Service Provider fails to comply with the appropriate Work-off Plan TfL may terminate this Agreement with immediate effect by giving notice to the Service Provider.

33. **Testing Documents and Other Documents**

33.1 The Service Provider shall, in accordance with the applicable Milestone Dates, the Implementation Plan, the Design Documents, the Specification and schedule 4 (Testing Regime) and so as to achieve all relevant Milestones:

(A) prepare:

- (1) the Implementation Phase Testing Documents to reflect the Test Strategy, the Design Documents and the Specification;
- (2) the following other Documentation required during the Implementation Phase and the implementation of each later Release:
 - (a) Service Provider Solution;
 - (b) Delay Plan;
 - (c) Draft Maintenance Plans;
 - (d) training plan in respect of TfL's Personnel;
 - (e) any release schedule (referred to in clause 23.1(C)(4) (Systems, Support and Maintenance)), any timetable detailing downtime (referred to in clause 58.2 (Testing of the Business Continuity Plan and Security Plan during the Operational Phase)) or any training details (referred to in clause 27.3 (Training)); and
 - (f) any other Documentation or Deliverables (other than Software) requiring Approval under the Agreement, (all Documentation in this paragraph 33.1(A)(2) is hereinafter collectively referred to as the "**Other Documents**"); and
- (3) an updated version of each of the Implementation Phase Testing Documents following a Change so as to incorporate the effects of that Change in the relevant document in accordance with the Change Control Request Procedure;
- (4) an updated version of each of the Other Documents following a Change so as to incorporate the effects of that Change in the relevant document in accordance with the Change Control Request Procedure; and

(B) if requested by TfL, consult and work in conjunction with TfL (or any Third Party nominated by TfL) in relation to the preparation of the Documentation referred to in paragraph 33.1(A) of this schedule;

(C) submit a copy of that Documentation to TfL for Approval pursuant to paragraphs 34.1(B) and 34.2 of this schedule.

33.2 The Service Provider shall, in accordance with the Agreement, the applicable Milestone Dates, the Change Control Request Procedure, the Design Documents, the Specification and schedule 4 (Testing Regime) and so as to achieve all relevant Milestones:

- (A) promptly upon request by TfL, prepare:
 - (1) the Operational Phase Testing Documents as required from time to time to reflect the Test Strategy, the Design Documents and the Specification and to deal with the Testing of:
 - (a) Changes (including Additional Services);
 - (b) work undertaken to correct Errors or Service Issues; and
 - (c) work undertaken as a result of Security Incidents where there is a System impact; and
 - (2) the Other Documents as required from time to time to reflect the Test Strategy, the Design Documents and the Specification and to deal with the Testing of:
 - (a) Changes (including Additional Services);
 - (b) work undertaken to correct Service Issues and/or Errors; and
 - (c) work undertaken as a result of Security Incidents; and
 - (3) an updated version of each of the Operational Phase Testing Documents following a Change so as to incorporate the effects of that Change in the relevant document in accordance with the Change Control Request Procedure; and
 - (4) an updated version of each of the Other Documents following a Change so as to incorporate the effects of that Change in the relevant document in accordance with the Change Control Request Procedure;
- (B) if requested by TfL, consult and work in conjunction with TfL (or any Third Party nominated by TfL) in relation to the preparation of the Documentation referred to in paragraph 33.2(A) of this schedule;
- (C) promptly upon request by TfL, submit a copy of that Documentation to TfL for Approval pursuant to paragraphs 34.1(B) and 34.2 of this schedule.

33.3 The Service Provider shall ensure that all Documentation submitted to TfL is Fit for Purpose.

34. **Approval of documents**

34.1 In relation to Documentation (envisaged under paragraph 33 of this schedule), TfL shall:

- (A) where reasonably practicable supply the Service Provider on reasonable notice with information the Service Provider reasonably requires so that the Service Provider is not delayed in performing its obligations under paragraphs 33.1 and 33.2 of this schedule;

- (B) within such period as is specified in the Implementation Plan (if applicable) and in any event so as to comply with any applicable Milestone Dates (or as the parties otherwise agree in writing including pursuant to the Change Control Request Procedure) following TfL's receipt of any Documentation envisaged under paragraphs 33.1 and 33.2 of this schedule:
- (1) review that Documentation; and
 - (2) at TfL's absolute discretion:
 - (a) issue to the Service Provider a notice confirming that TfL approves Documentation to be reviewed by TfL during the Implementation Phase and the implementation of each later Release;
 - (b) issue to the Service Provider a notice confirming that TfL approves Documentation to be reviewed by TfL during the Operational Phase;
 - (c) agree the Change subject to the Change Control Request Procedure; or
 - (d) issue to the Service Provider notice of rejection of that Documentation.

34.2 If TfL rejects any Documentation under paragraph 34.1(B)(2)(d) of this schedule:

- (A) the Service Provider shall, at the Service Provider's cost, promptly undertake a revision or amendment of that Documentation and re-submit it to TfL for review within such period as TfL may reasonably require;
- (B) the Service Provider shall promptly escalate the matter to such level of seniority within the Service Provider's Personnel as TfL may require;
- (C) the parties shall repeat the procedure set out in paragraph 34.1 and this paragraph 34.2 of this schedule until a notice confirming that TfL has approved that Documentation, or agreement subject to the Change Control Request Procedure (as applicable) is issued pursuant to paragraph 34.1 of this schedule or termination of this Agreement pursuant to paragraph 34.2(D) of this schedule; and/or
- (D) such that the Milestone in relation to which the approval of the Documentation is a Milestone Achievement Criterion is not achieved within thirty (30) calendar days of the applicable Milestone Date in accordance with paragraph 32.2 or 32.3 of this schedule (as appropriate), TfL may terminate this Agreement with immediate effect by giving notice to the Service Provider.

34.3 The Service Provider agrees that the provisions of clause 13.1(B) (Responsibility for achievement of Milestones and service delivery) apply in respect of this Part C of this schedule.

ANNEX : MILESTONE DIAGRAM

