

# Transport for London

## Revenue Collection Services

# Schedule 12.4 – Contract Management

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# 1 Introduction

## 1.1 Scope & Purpose

- 1.1.1 Transport for London (TfL) is dependent on the effective delivery by the Contractor of the Services and the Contractor's performance of its obligations under this Contract in order to properly collect TfL's revenue, operate TfL's business and meet the needs of TfL's Customers.
- 1.1.2 TTL requires the Contractor to properly deliver the Services and perform its obligations in accordance with the provisions of this Contract.
- 1.1.3 Without prejudice to TTL's other rights or remedies under the Contract, this Schedule 12.4 (Contract Management) sets out the procedure for addressing, escalating and resolving certain deficient performance by the Contractor of its obligations under this Contract.
- 1.1.4 The objectives of this Schedule are to:
- (a) ensure the implementation of the Services in a timely manner and in any event in accordance with the timescales required under this Contract;
  - (b) provide a clear and structured means for TTL to monitor the Contractor's management of this Contract and performance of the Services; and
  - (c) provide a clear process for escalating matters arising from the Contractor's deficient performance of its obligations under this Contract, including the process for issuing Major Warnings.
- 1.1.5 The Contract management provisions set out in this Schedule are intended to support the Parties in achieving, amongst other things, the objectives set out in paragraph 1.1.4.

## 2 Contract Performance

### 2.1 Overview

- 2.1.1 Without prejudice to TTL's other rights or remedies under the Contract, TTL shall be entitled to specify a number of specific obligations and/or deliverables (as set out in Appendix 1 to this Schedule) (the "**Specific Obligations**"). The Specific Obligations shall have attached to them a specific trigger event set out in Appendix 1 (the "**Trigger Event**") which if met, shall give rise to the relevant consequence as set out in Appendix 1 (the "**Specific Obligation Consequence**").
- 2.1.2 The table in Appendix 1 to this Schedule sets out the Contractor's Specific Obligations against the relevant Clause or Schedule paragraph of this Contract along with the following information:
- (a) a brief description of the Specific Obligation to be met by the Contractor;
  - (b) the specific Trigger Event being a performance level, act or omission which shall give rise to the associated Specific Obligation Consequence if met; and
  - (c) the Specific Obligation Consequence that arises from the deficient performance, act or omission as more fully described in paragraphs 2.3 to 2.6 of this Schedule.

### 2.2 Contract Performance Management

- 2.2.1 Without prejudice to other provisions of this Contract, the Contractor shall be responsible for ensuring that it meets all the Specific Obligations specified in Appendix 1.
- 2.2.2 The Contractor shall diligently perform and complete each action which is subject to the Specific Obligation regime, regardless of any Specific Obligation Consequence that has accrued in respect of such action.
- 2.2.3 If the Contractor fails to achieve the Specific Obligation and consequently the corresponding Trigger Event is met, the Contractor shall promptly (and in any event, within no more than two (2) Business Days of the Trigger Event being met) notify TTL in writing.
- 2.2.4 If TTL, in its reasonable opinion, considers that a Trigger Event has been met but the Contractor has not notified TTL of this, TTL shall notify the Contractor in writing within ten (10) Business Days of such event coming to TTL's attention.
- 2.2.5 If TTL disagrees with the notification from the Contractor served in accordance with paragraph 2.2.3, TTL shall notify the Contractor setting out its reasons.
- 2.2.6 Unless a period for recovery is specifically stated in Appendix 1 in relation to a Specific Obligation, the Specific Obligation Consequence shall be applicable immediately upon the Trigger Event being met.
- 2.2.7 Some Specific Obligations have multiple Trigger Events listed in Appendix 1. This is intended to provide additional Specific Obligation Consequences in the event of persistent or repeated failure.

## 2.3 Service Credits

2.3.1 Where Service Credits are specified as a Specific Obligation Consequence, TTL shall apply the specified number of Service Credits set out in Appendix 1 in accordance with the provisions of Schedule 12.1 (Charges and the Financial Model).

## 2.4 Corrective Action Plans

2.4.1 Where a Corrective Action Plan is specified as a Specific Obligation Consequence, the Contractor shall, within the specified number of days, prepare and submit to TTL a plan which sets out to TTL's reasonable satisfaction:

- (a) the relevant Trigger Event;
- (b) the reasons why the Contractor's performance was deficient;
- (c) a date by which the relevant Specific Obligation is to be performed and/or delivered (as the context requires);
- (d) the specific measures and remedial actions which the Contractor will adopt and undertake to ensure that the deficient performance is remedied and will not be repeated; and
- (e) the specific programme for the actions specified in 2.4.1(d) to Assure TTL that sufficient action will have been undertaken in sufficient time to avoid repeated deficient performance.

2.4.2 TTL shall review and comment on each Corrective Action Plan and the Contractor shall address each such comment and resubmit the plan in accordance with the Submissions Procedure in Schedule 11.1 (Document Management).

2.4.3 In the event that the Parties cannot agree any Corrective Action Plan, it shall be escalated to the Contract Managers Meeting in accordance with Schedule 8.1 (Organisation & Governance). If agreement is still not reached following such escalation then either Party may refer the matter to Dispute Resolution Procedure in accordance with Schedule 15 (Dispute Resolution Procedure).

2.4.4 Where the Contractor fails to undertake or successfully complete the actions specified in the Corrective Action Plan by the date(s) specified therein, TTL may issue a Minor Warning Notice to the Contractor in respect of this non-compliance with the Corrective Action Plan.

## 2.5 Minor Warnings

2.5.1 Where the Specific Obligation Consequence is a Minor Warning, or in accordance with paragraph 2.4.4, TTL shall be entitled to issue a notice to the Contractor specifying the occurrence of a Trigger Event, the actions TTL requires the Contractor to undertake at the Contractor's sole cost to remedy the deficient performance and the date by which the Contractor must have undertaken those actions (a "**Minor Warning Notice**").

2.5.2 Where the Contractor successfully completes the actions set out in the Minor Warning Notice by the date specified therein, the Minor Warning Notice shall be considered closed for the purposes of calculating TTL's Contract termination rights in accordance with Clause 78 (TTL's Termination Rights).

- 2.5.3 Where the Contractor fails to undertake or successfully complete the actions specified in the Minor Warning Notice by the date specified therein, the Minor Warning Notice shall be considered unresolved for the purposes of calculating TTL's Contract termination rights in accordance with Clause 78 (TTL's Termination Rights) until the actions have been successfully completed. TTL may at its sole discretion issue a further Minor Warning Notice or a Major Warning Notice to the Contractor in respect of this further non-compliance with the Minor Warning Notice.
- 2.5.4 Where TTL issues more than ten (10) Minor Warning Notices in any three (3) consecutive Periods or where more than fifteen (15) Minor Warning Notices are concurrently unresolved, TTL may issue a Major Warning Notice to the Contractor.

## **2.6 Major Warnings**

- 2.6.1 Where the Specific Obligation Consequence is a Major Warning, or in accordance with paragraphs 2.5.3 or 2.5.4, TTL shall be entitled to issue a notice to the Contractor specifying the occurrence of a Trigger Event and the actions TTL requires the Contractor to undertake at the Contractor's sole cost to remedy the deficient performance and the date by which the Contractor must have undertaken those actions (a "**Major Warning Notice**").
- 2.6.2 Where the Contractor successfully completes the actions set out in the Major Warning Notice by the date specified therein, the Major Warning Notice shall be considered closed for the purposes of calculating TTL's Contract termination rights in accordance with Clause 78 (TTL's Termination Rights).
- 2.6.3 Where the Contractor fails to undertake or complete the actions specified in the Major Warning Notice by the date specified therein, the Major Warning Notice shall be considered unresolved for the purposes of calculating TTL's Contract termination rights in accordance with Clause 78 (TTL's Termination Rights) until the actions have been successfully completed. TTL may issue a further Major Warning in accordance with Clause 78 (TTL's Termination Rights).
- 2.6.4 Where TTL issues more than four (4) Major Warning Notices in any three (3) consecutive Periods or where more than five (5) Major Warning Notices are concurrently unresolved TTL may terminate the Contract in accordance with Clause 78 (TTL's Termination Rights).

## Appendix 1

Schedule 4.1 (Service Delivery)			
7.1.1	Service Performance Report	Failure to deliver the final Service Performance Report within ten (10) Business Days following the end of a Period	Corrective Action Plan required within ten (10) Business Days
7.1.2	Draft Service Performance Report	Failure to deliver a draft Service Performance Report within five (5) Business Days of the end of the relevant Period	Corrective Action Plan required within ten (10) Business Days
8.1.2	Service Management Reports	<p>Failure to deliver any one of the reports specified in Appendix 2 to Schedule 4.1 (Service Delivery) more than:</p> <ul style="list-style-type: none"> <li>(a) five (5) times in any Period for a daily report;</li> <li>(b) three (3) times in any two (2) consecutive Periods for a weekly report; or</li> <li>(c) three (3) times in any thirteen (13) consecutive Periods for a Period report.</li> </ul>	Corrective Action Plan required within ten (10) Business Days
11.3.8	ELAN Faults	<p>Failure to ensure that no LU Site or Rail Site has:</p> <ul style="list-style-type: none"> <li>(a) four (4) or more ELAN Faults in any single Period; or</li> <li>(b) six (6) or more ELAN Faults in any six (6) consecutive Periods.</li> </ul>	Corrective Action Plan required within ten (10) Business Days
Schedule 4.2 (Surface Transport Services)			
2.1.8	Unacceptable Performance Threshold	The performance over any Period of any Device delivering any part of the ST Services falls below the	Minor Warning

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		specified Unacceptable Performance Threshold for that Device	
		Three (3) or more instances in any thirteen (13) consecutive Periods of the performance over any single Period of any Device delivering any part of the ST Services falling below the specified Unacceptable Performance Threshold for that Device	Major Warning
2.7.1	Repeat Failures	Any individual Bus Validator has more than six (6) System Faults in any consecutive thirteen (13) Periods	Corrective Action Plan required within ten (10) Business Days
2.7.2		Where the Contractor has identified a repeatedly failing Bus Validator as set out in paragraph 2.7.1 of Schedule 4.2 (Surface Transport Services) and has carried out repairs, and such Bus Validator has two (2) or more System Faults within the next three (3) Periods	Minor Warning
<b>Schedule 4.3 (LU Services)</b>			
2.2.4	LU Devices Unacceptable Performance Threshold	The Availability in any Period of the LU Devices falls below the LU Devices Unacceptable Performance Threshold	Major Warning
2.5.3	Group Poor Performance Threshold	The Availability in any Period of one of the Groups described in paragraph 1.2.3 of Schedule 4.3 (LU Services) falls below the relevant Group Poor Performance Threshold (except where TTL has issued a Major Warning in accordance with paragraph 2.2.4 of Schedule 4.3 (LU Services) in relation to the	Minor Warning

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		same events)	
2.10.2	Repeat Failures	Any individual Device has more than six (6) System Faults in any single Period	Corrective Action Plan required within ten (10) Business Days
Schedule 4.4 (Rail Services)			
2.7.2	Repeat Failures	Failure to ensure that no single Validation Device has: (a) four (4) or more System Faults in any single Period; or (b) six (6) or more System Faults in any six (6) consecutive Periods.	Corrective Action Plan required within ten (10) Business Days
Schedule 4.5 (Support Services)			
2.3.2	Repeat Failures	Failure to ensure that no single Device has: (a) four (4) or more System Faults in any single Period; or (b) six (6) or more System Faults in any six (6) consecutive Periods.	Corrective Action Plan required within ten (10) Business Days
Schedule 4.6 (FTP Back Office Services)			
2.2.4	Unacceptable DGC Performance Threshold	The Availability in any Period of either the Rail DGC or the Bus DGC falls below the relevant Unacceptable DGC Performance Threshold	Major Warning
Schedule 4.8 (Prestige Back Office Services)			
2.2.2	Data completeness	Failure on more than five (5) separate occasions in any Period to achieve a minimum of ninety-nine point nine-one per cent (99.91%) of Prestige Data available in the Central Systems to accurately report upon by the third day following the associated	Minor Warning

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		presentation of the Prestige Card to the Card Reader	
2.2.5	Central Systems Module Availability	Failure to achieve an Availability for any Central Systems Module of greater than ninety-nine per cent (99%) in any Period	Corrective Action Plan required within ten (10) Business Days
2.2.13	Apportionment file delivery	Failure to deliver the apportionment files as required by Schedule 4.8 (Prestige Back Office Services) by the specified time set out in Schedule 4.8 more than three (3) times in any given Period	Corrective Action Plan required within ten (10) Business Days
Schedule 4.9 (Retail Management Services)			
3.5.7	Postcode Matrix	Failure to remedy a deficiency in the number of Retail Agents within an individual post code area within the specified Period	Minor Warning
3.5.15	Retail Agent Visits	Failure to visit every Retail Agent once in every twelve (12) months	Minor Warning
3.5.15	Retail Agents attendance at Fares Revisions seminars	Failure to ensure that Retail Agents attend Fares Revisions seminars	Corrective Action Plan or Minor Warning (as TTL shall decide in its reasonable discretion)
5.2.8	Availability of FTIC Group	Availability of the FTIC Group falling below the FTIC Group Poor Performance Threshold	Minor Warning
Schedule 7.4 (Sub-Contracting)			
4.2.4	Sub-Contractor Procurement	Failure to notify TTL of any Sub-Contractor procurement no later than five (5) days before the procurement process commences	Corrective Action Plan required within ten (10) Business Days
5.2.3	Request for Consent to Appoint Category 1 Sub-	Failure to provide required information in paragraph	Corrective Action Plan required within

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	Contractor	5.2.1 of Schedule 7.4 (Sub-Contracting) to TTL at least twenty (20) Business Days prior to appointing the Category 1 Sub-Contractor	ten (10) Business Days
		Failure to provide required information in paragraph 5.2.1 of Schedule 7.4 (Sub-Contracting) to TTL at least twenty (20) Business Days prior to appointing the Category 1 Sub-Contractor three (3) or more times in any thirteen (13) consecutive Periods	Minor Warning
5.4.2	Key Sub-Contract Terms and Conditions	Failure to develop standard terms and conditions for each category of Key Sub-Contract	Corrective Action Plan required within ten (10) Business Days
Schedule 8.1 (Organisation & Governance)			
3.2.2	Contractor's Organisational Plan	Failure to review and update the Contractor's Organisational Plan and any associated Documents at least every six (6) months	Corrective Action Plan required within ten (10) Business Days
Schedule 8.2 (Asset Management & Maintenance)			
2.2.1	Asset Management Plan	Failure to review, update and provide to TTL the Asset Management Plan no later than the anniversary of the Service Commencement Date each year	Corrective Action Plan required within ten (10) Business Days
2.3.1	Preventative Maintenance Plan	Failure to review, update and provide to TTL the Preventative Maintenance Plan with the Asset Management Plan no later than the anniversary of the Service Commencement Date each year	Corrective Action Plan required within ten (10) Business Days
2.4.1	Asset Register	Failure to prepare, maintain and submit with the Service Performance Report each	Corrective Action Plan required within ten (10) Business

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		Period an Asset Register	Days
2.5.1	Asset Plan	Failure to deliver the Asset Plan in accordance with paragraph 2.5 of Schedule 8.2 (Asset Management & Maintenance)	Corrective Action Plan required within ten (10) Business Days
2.6.5	Device Template	Failure to update or create, complete, as applicable, and Assure a template in respect of each Device and any Card Reader in any TOC Gates or TOC retail devices.	Corrective Action Plan required within ten (10) Business Days
2.7.1	Period Asset Report	Failure to submit a Period Asset Report each Period	Corrective Action Plan required within ten (10) Business Days
3.2.3	Performance Assurance Fund	Failure to credit the sum paid by TTL and designated to the Performance Assurance Fund to the Joint Account within one (1) Business Day of receipt from TTL.	Major Warning
<b>Schedule 8.3 (Major Incident Management)</b>			
2.2.4	Major Incident List	Failure to review and update the Major Incident List following each Category 1 Technical Change and each Major Incident	Corrective Action Plan required within ten (10) Business Days
2.3.1 (b)	Service Recovery Plan	Failure to update the Service Recovery Plan each Period and after any Major Incident	Corrective Action Plan required within ten (10) Business Days
2.6.2	Major Incident Reports	Failure to prepare and submit a draft of the Major Incident Report within ten (10) Business Days of any Major Incident having been resolved	Corrective Action Plan required within ten (10) Business Days
<b>Schedule 8.4 (Access Management)</b>			

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3.5.2	Access Management Plan	Failure to review, update and submit a revised Access Management Plan to TTL for Assurance at least every six (6) months following the Service Commencement Date	Corrective Action Plan required within ten (10) Business Days
Schedule 8.5 (SQE)			
2.1.2	Health and Safety Plan	Failure to prepare, implement and maintain the Health and Safety Plan in accordance with all relevant statutory regulations and applicable Law, and failure to review and update the Plan in accordance with paragraph 2.7 of Schedule 8.5 (SQE).	Corrective Action Plan required within ten (10) Business Days
2.2.1	Safety Programme	Failure to prepare, implement and maintain a detailed safety project or programme in accordance with the requirements of paragraph 5.5 of Schedule 10.2 (Programme and Project Lifecycle)	Corrective Action Plan required within ten (10) Business Days
2.2.3		Failure to issue to the TCM within five (5) Business Days of each safety audit an updated Safety Programme	Corrective Action Plan required within ten (10) Business Days
4.1.3	Environmental Plan	Failure to prepare, maintain, issue and update the Environmental Plan in accordance with the requirements set out in paragraph 4.2 of Schedule 8.5 (SQE)	Corrective Action Plan required within ten (10) Business Days
4.6.1	Environmental Reports	Failure to prepare and submit a detailed annual Environmental Report to TTL within four (4) weeks of each anniversary of the Service Commencement Date	Corrective Action Plan required within ten (10) Business Days

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5.7.1	Freight-related Obligations	Failure to comply with FORS obligations in paragraphs 5.1 to 5.7 of Schedule 8.5 (SQE)	Minor Warning
Schedule 8.6 (Training)			
4.4.1	Training Plan	Failure to review and update the Training Plan every six (6) months	Corrective Action Plan required within ten (10) Business Days
	Training Programme	Failure to provide a Training Programme with a six (6) month lookahead	Corrective Action Plan required within ten (10) Business Days
4.4.2	Training Log	Failure to maintain as current and provide to TTL at least every six (6) months or as otherwise requested by TfL	Corrective Action Plan required within ten (10) Business Days
Schedule 9.1 (Technical Authority)			
3.3.3	IRC System Architecture Artefacts	Failure to submit the IRC System Architecture Artefacts for Assurance within twenty eight (28) days of the due date	Corrective Action Plan required within ten (10) Business Days
Schedule 10.1 (Change Management)			
2.6.4	Emergency Change	Implementing a Change as an Emergency Change where TTL reasonably considers that it should not have been an Emergency Change	Corrective Action Plan required within five (5) Business Days
5.2.2	Change Management, Configuration Management and Release Management processes	Failure to submit Change Management, Configuration Management or Release Management processes for TTL review within twenty eight (28) days of the due date	Corrective Action Plan required within ten (10) Business Days
Schedule 10.2 (Programme and Project Lifecycle)			
3.2.6	Project Processes Plan	Failure to submit an updated Project Processes	Corrective Action Plan required within

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		Plan within twenty eight (28) days of the due date	ten (10) Business Days
3.6.12	Project Plans	Failure to issue an updated Project Plan more than once in any three (3) consecutive Periods	Corrective Action Plan required within ten (10) Business Days
3.8.1	Project Reports	Failure to submit a Project Report for a Project at least three (3) Business Days before a scheduled Project Review Meeting more than two (2) times in any six (6) consecutive Periods	Corrective Action Plan required within ten (10) Business Days
6.4.2	Programme Portfolio Plan	Failure to issue an updated Programme Portfolio Plan more than once in any three (3) Periods	Corrective Action Plan required within ten (10) Business Days
6.5.2	Programme Portfolio Report	Failure to submit the Programme Portfolio Report at least three (3) Business Days before a scheduled Programme Portfolio Review Meeting	Corrective Action Plan required within ten (10) Business Days
Schedule 10.4 (New Travel Products and Services)			
2.2.4	New Product/Service Feasibility Report	Failure to submit a New Product/Service Feasibility Report within fourteen (14) days as required by paragraph 2.2.3 of Schedule 10.4 (New Travel Products and Services)	Corrective Action Plan
2.3.2	New Product/Service Implementation	Failure to implement a New Travel Product or Service with the requirements of any New Product/Service Instruction	Corrective Action Plan
Schedule 10.5 (Assurance)			
1.4.7	Corrective Action Notices	Failure to complete the corrective actions(s) required in connection with any Corrective Action Notice	Minor Warning

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Schedule 11.1 (Document Management)			
2.4.3	Document Maps	Failure to reissue a Project Document Map to TTL within one (1) Business Day of a change being made to the list of Documents, their contents or the planned date for submission	Corrective Action Plan required within ten (10) Business Days
2.5.1	Document Management Plan	Failure to update the Document Management Plan every twelve (12) months on each anniversary of the Service Commencement Date during the Term.	Corrective Action Plan required within ten (10) Business Days
Schedule 11.2 (Risk Management)			
2.3.3	Risk Schedule	Failure to give TTL access to the current issue of the Risk Schedule on request	Corrective Action Plan required within ten (10) Business Days
2.3.4	Risk Schedule	Failure to make available to TTL from time to time copies of the Risk Schedule as required	Corrective Action Plan required within ten (10) Business Days
Schedule 11.3 (Fraud Management)			
2.4.1	Fraud Reduction Plan	Failure to review and update the Fraud Reduction Plan at least every six (6) months from the Service Commencement Date through to the Expiry Date	Corrective Action Plan required within ten (10) Business Days
Schedule 12.1 (Charges and the Financial Model)			
6.3.2	Invoicing and Payment	Occurrence of the same or a substantially similar error or discrepancy in two (2) or more of any four (4) consecutive Application for Payment submissions	Corrective Action Plan required within ten (10) Business Days
Schedule 12.2 (Value for Money)			
3.1.2 (a)	Period Cost Report	Failure to provide a Period Cost Report for every	Corrective Action Plan required within



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Schedule 12.4 (Contract Management)			
2.4	Corrective Action Plan	Failure to complete the actions specified in a Corrective Action Plan within the specified programme	Minor Warning
2.5.4	Minor Warning Notice	Issue of more than ten (10) Minor Warning Notices in any three consecutive Periods or more than fifteen (15) Minor Warning Notices are unresolved	Major Warning
2.6.4	Major Warning Notice	Issue of more than four (4) Major Warning Notices in any three consecutive Periods or more than five (5) Major Warning Notices unresolved	Right to terminate under Clause 78 (TTL's Termination Rights)
Schedule 13 (Financial Distress)			
2.2	Duty to notify	Failure to notify TTL of a Financial Distress Event within ten (10) Business Days of the Contractor becoming aware of such event	Major Warning
Schedule 14 (IPR Management and Licences)			

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2.12.1	IPR Management Plan	Failure to submit an updated IPR Management Plan at least every twelve (12) months from the anniversary of the Service Commencement Date	Corrective Action Plan required within ten (10) Business Days
2.3.3	IPR Register	Failure to submit IPR Register ten (10) Business Days in advance of each IPR Review Committee meeting	Corrective Action Plan required within ten (10) Business Days
2.4.1	SAD	Failure to ensure that the most recent version of the SAD is provided to TTL no later than ten (10) Business Days in advance of each IPR Review Committee meeting.	Corrective Action Plan required within ten (10) Business Days
2.5.2	SDF	Failure to ensure that the most recent version of the SDF is provided to TTL no later than ten (10) Business Days in advance of each IPR Review Committee meeting.	Corrective Action Plan required within ten (10) Business Days
2.6.1	MBS	Failure to maintain the MBS for Assurance which consists of a logical representation of the hardware, software and processes that comprise the System.	Corrective Action Plan required within ten (10) Business Days
2.7	IPR Plan	Failure to prepare or update, submit and maintain a detailed IPR Plan in accordance with the requirements for Project Plans set out in paragraph 3.6 of Schedule 10.2 (Programme and Project Lifecycle) and for Assurance.	Corrective Action Plan required within ten (10) Business Days
2.10.2	Proprietary Tools Register	Failure to update and provide the updated Proprietary Tools Register to TTL within two (2)	Corrective Action Plan required within ten (10) Business Days

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		months following the Service Commencement Date and thereafter at least every six (6) months following the anniversary of the Service Commencement Date	
2.11.2	Handback Items Register	Failure to provide the updated Handback Register to TTL within twelve (12) months following the Service Commencement Date and then provided and updated thereafter at least every six (6) months following the anniversary of the Service Commencement Date.	Corrective Action Plan required within ten (10) Business Days