

## Revenue Collection Services

# **Schedule 8.1 – Organisation & Governance**

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# 1 Introduction

## 1.1 Scope and Purpose

1.1.1 This Schedule 8.1 (Organisation & Governance) sets out:

- (a) the information to be provided by TTL to the Contractor regarding the TTL organisation;
- (b) the information to be provided by the Contractor to TTL regarding the Contractor's organisation;
- (c) the Contract Management Meetings to be held between TTL and the Contractor;
- (d) the procedure for escalating issues which cannot be resolved at the regular Contract Management Meetings; and
- (e) the functions that the Parties have agreed will be Contractor Key Personnel for purposes of this Contract.

1.1.2 The objectives of this Schedule, which shall be deemed TTL Objectives for purposes of Clause 3 (Objectives), are to ensure that:

- (a) both Parties are familiar with each other's organisation in order to work together effectively;
- (b) TTL is Assured that the Contractor has an adequate organisational structure, resources and processes in order to deliver the Services; and
- (c) a clear process is set out for escalating matters arising from regular Contract Management Meetings in order to minimise the need for formal resolution through the process set out in Schedule 15 (Dispute Resolution Procedure).

## 2 TTL Organisation

### 2.1 TTL Organisational Plan

2.1.1 TTL shall prepare and issue on the Service Commencement Date and thereafter maintain throughout the Term a set of documents in accordance with this paragraph 2 (the “**TTL Organisational Plan**”) which shall include the following information:

- (a) organisation charts;
- (b) responsibilities and accountabilities; and
- (c) a contact directory.

2.1.2 The TTL Organisational Plan shall include appropriate organisation charts which describe:

- (a) the TTL Contract Management Team;
- (b) the relationship between the TTL Contract Management Team and the wider TTL organisation; and
- (c) the links between the TTL Contract Management Team, the Contractor, the Related Contractors and the Interfacing Parties.

2.1.3 Without prejudice to any other provisions of this Contract, each organisation chart shall clearly identify the key managers, their main functional areas of responsibility and the lines of communication and authority as appropriate.

2.1.4 The TTL Organisational Plan shall:

- (a) include a written description of each main role covering a functional area of responsibility;
- (b) describe the main reporting lines within TTL;
- (c) highlight who has delegated powers on behalf of TTL under the Contract and TTL shall notify the Contractor of the extent of these powers in accordance with Clause 53 (Contract Management). TTL shall maintain the list of delegated powers as current and shall promptly inform the Contractor of all changes in writing; and
- (d) subject to any obligations of confidentiality or any applicable Law (including Data Protection Legislation), include a project directory covering both internal TTL and external contact names, post addresses, email addresses, telephone and fax numbers. The TTL Organisational Plan shall also highlight any emergency contacts.

2.1.5 TTL shall keep the Contractor informed of changes in the TTL Contract Management Team.

### 2.2 Review and Updating

2.2.1 TTL shall review the TTL Organisational Plan and associated documents each time there is a material change to the TTL Contract Management Team or its

responsibilities. TTL shall formally issue any revisions to the TTL Organisational Plan as controlled documents following the regular review or when material changes occur.

## 3 Contractor's Organisation

### 3.1 Contractor's Organisational Plan

- 3.1.1 The Contractor shall prepare and submit on the Service Commencement Date and thereafter maintain throughout the Term a set of documents in accordance with this paragraph 3 (the “**Contractor's Organisational Plan**”) which shall include the following information as a minimum:
- (a) organisation charts;
  - (b) responsibilities and accountabilities; and
  - (c) contact directory.
- 3.1.2 The Contractor shall ensure that the Contractor's Organisational Plan shall include appropriate organisation charts that describe:
- (a) the Contractor's organisation;
  - (b) the Category 1 Sub-Contractors' organisations; and
  - (c) the relationship between the Contractor and the Category 1 Sub-Contractors.
- 3.1.3 The Contractor shall ensure that the organisation charts shall contain sufficient information about the Contractor's organisation and the Category 1 Sub-Contractors' organisations to enable TTL to understand the interrelationships between the Contractor's organisation and the Category 1 Sub-Contractors' organisations and how these organisations interface with TTL, the Related Contractors and the Interfacing Parties both contractually and operationally.
- 3.1.4 Without prejudice to any other provisions of this Contract, each organisation chart shall clearly identify the Key Personnel, their main functional areas of responsibility and the lines of communication and authority as appropriate.
- 3.1.5 The Contractor's Organisational Plan shall:
- (a) include a written description of each main role covering a functional area of responsibilities;
  - (b) describe the main reporting lines within the Contractor's organisation and the levels of authority of the Key Personnel who have a responsibility for delivering information in response to any Contract requirement;
  - (c) include a plan for the succession and replacement of Key Personnel;
  - (d) describe the processes for staff performance management, talent recognition and retention, learning and development; and
  - (e) subject to any obligations of confidentiality or any applicable Law (including Data Protection Legislation), include a contact directory of contact names, post and email addresses (where applicable) and telephone and fax numbers. The Contractor shall clearly identify emergency contacts and maintain them as current for the Term.

## **3.2 Review and Updating**

- 3.2.1 The Contractor shall review and update where necessary the Contractor's Organisational Plan and any associated documents at least every six (6) months following submission of the first Contractor's Organisational Plan or, subject to Clause 31 (Key Personnel) where there is a change in Key Personnel. The Contractor shall formally issue any revisions to the Contractor's Organisational Plan as controlled documents following this review or when significant changes occur.
- 3.2.2 Where the Contractor fails to conduct the reviews, updates and/or submissions in accordance with paragraph 3.2.1, the Contractor shall prepare and submit a Corrective Action Plan in accordance with Schedule 12.4 (Contract Management).

## 4 Contract Management Personnel

### 4.1 Contract Managers

- 4.1.1 In accordance with the provisions of Clause 53 (Contract Management) and this Schedule, TTL and the Contractor shall each nominate a contract manager (the "TCM" and "CCM" respectively, and together, the "**Contract Managers**").
- 4.1.2 The Contractor shall ensure that the CCM is authorised by the Contractor with full power and authority to make decisions and bind the Contractor in the performance of this Contract.
- 4.1.3 Subject to Clause 53 (Contract Management), the Contract Manager shall be empowered to receive, on behalf of the relevant Party, directions and instructions from the other Party in relation to this Contract.
- 4.1.4 Except in cases of emergency, or where such notice is not possible, a minimum of three (3) months' notice shall be given to the TCM of a proposal to replace the CCM. Before the appointment of the replacement, the TCM shall have the opportunity to interview and consent to the appointment in accordance with Clause 31 (Key Personnel) of the replacement CCM. Without prejudice to Clause 31 (Key Personnel), the TCM shall have the right to veto the appointment but shall not withhold its consent unreasonably.

### 4.2 Site Persons in Charge

- 4.2.1 The Contractor shall identify Site Persons in Charge to superintend the implementation of this Contract and shall provide a list of such Site Persons in Charge to TTL on the Service Commencement Date and thereafter shall update such list for any changes throughout the Term and provide such updated list to TTL.
- 4.2.2 At least one such Site Person in Charge shall be present whilst the Contractor or any of its Sub-Contractors are working on Site in connection with the installation or maintenance of any part of the System.
- 4.2.3 Any orders or instructions given to the Site Person in Charge in connection with the work being carried out by the Contractor or Sub-Contractor on the Site, which the TCM or any designated TTL representative on Site may give orally or in writing, shall be deemed to have been given to the Contractor.
- 4.2.4 Except in an emergency, if the Contractor or the Site Person in Charge is in doubt over the authority of the TTL representative giving an instruction then he shall contact the TCM or their nominated deputy and seek clarification.



## 5 Governance

### 5.1 Contract Management Meetings

- 5.1.1 In order to properly review the Contractor's performance under the Contract and address matters arising in connection with that performance a number of contract management meetings between representatives of TTL and the Contractor are required. These shall include, as a minimum:
- (a) the Service Review Meeting as set out in paragraph 9.2 of Schedule 4.1 (Service Delivery);
  - (b) the Technical Authority Forum meeting as set out in paragraph 4 of Schedule 9.1 (Technical Authority);
  - (c) the IPR Review Committee meeting as set out in paragraph 3.1 of Schedule 14 (IPR Management and Licences);
  - (d) the Information Security Forum as set out in paragraph 2.3 of Schedule 9.4 (Security Management);
  - (e) the Programme Portfolio Review Meeting as set out in paragraph 6.2 of Schedule 10.2 (Programme and Project Lifecycle);
  - (f) the Fraud Reduction Forum as set out in paragraph 2.5 of Schedule 11.3 (Fraud Management);
  - (g) the Commercial Review Meeting as set out in paragraph 7.1 of Schedule 12.1 (Charges and the Financial Model); and
  - (h) the Contract Managers Meeting as set out in paragraph 5.2 of this Schedule, (together, the "**Contract Management Meetings**").

Where necessary, TTL and the Contractor may agree to hold further Contract Management Meetings in addition to those listed above.

- 5.1.2 The Contract Management Meetings shall be chaired by a representative from TTL. The Contractor shall be responsible for ensuring that records and minutes are kept of all Contract Management Meetings in accordance with the relevant Schedule unless otherwise stated in that Schedule or agreed in writing between the Parties.
- 5.1.3 The Parties shall ensure that their respective representatives at any of the Contract Management Meetings have a sufficient level of seniority, responsibility, authority and availability to allow that Contract Management Meeting to carry out its business.
- 5.1.4 Any of the Contract Management Meetings shall be validly convened with a quorum of at least one (1) representative from each Party who shall attend in person unless otherwise agreed.
- 5.1.5 Unless otherwise agreed by the Parties, any of the Contract Management Meetings will be a meeting in person at the location determined in accordance with the provisions set out below and in the relevant Schedules. If a Party requests that a Contract Management Meeting takes place via conference call, the other Party shall not unreasonably withhold its consent to such request.

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- 5.1.6 The decisions taken by, actions of and any failure to act by, the representatives at any of the Contract Management Meetings shall not in any way relieve the Contractor from any of its obligations under this Contract nor shall they constitute a Variation or grounds for a Variation or make TTL responsible for any additional cost or expense or create any liability on TTL (unless expressly agreed in writing by a representative of TTL with the necessary level of authority at the time of, or subsequent to, such decision, action or failure to act).
- 5.1.7 Where a decision at a Contract Management Meeting requires amendment or variation to this Contract or any documentation referred to pursuant to this Contract, such decision shall not be deemed to be final and binding on the Parties unless and until this Contract or such other documentation as may be referred to under this Contract has been amended in accordance with the Variation Procedure.
- 5.1.8 Either Party may call an extraordinary Contract Management Meeting if it reasonably believes that such a meeting is required on providing a minimum of five (5) Business Days' notice. Each Party will use reasonable endeavours to ensure that any extraordinary Contract Management Meeting is quorate.
- 5.1.9 Unless notified otherwise by TTL in respect of any of the Contract Management Meetings:
- (a) references to "required inputs" and "required outputs" shall be references to the "required inputs" and "required outputs" of the Contractor;
  - (b) the timings and locations of all Contract Management Meetings shall be in accordance with the timings and locations specified in the relevant Schedule; and
  - (c) TTL shall have the right to make such amendments to the minutes of the Contract Management Meetings as it may reasonably require.
- 5.1.10 In the event that any representative of the Contractor who normally attends any Contract Management Meeting is absent, the Contractor shall ensure that the role of the absent member of Contractor Personnel is fulfilled by a person:
- (a) who has, or has been properly delegated, an equivalent level of authority as the absent member of Contractor Personnel; and
  - (b) who has been briefed in order to act on behalf of the absent member of Contractor Personnel.

## **5.2 Contract Managers Meeting**

- 5.2.1 The purpose of the Contract Managers Meeting is to review and address any matters escalated from the other Contract Management Meetings.
- 5.2.2 The agenda for each Contract Managers Meeting shall include a discussion of any matter escalated from the other Contract Management Meetings plus other issues as deemed necessary by the Parties giving due regard to the Contract provisions for separate meetings to discuss specific issues.
- 5.2.3 TTL shall prepare the meeting agenda and the TCM shall chair the meeting. At the end of each meeting there shall be an agreed set of actions which TTL shall circulate within one (1) Business Day and, where necessary, TTL shall subsequently produce

formal minutes of the Contract Managers Meeting which shall be circulated within three (3) Business Days of each meeting.

ATTENDEES	
TTL	Contractor
TCM any other representative of TTL relevant to the matters to be discussed at the meeting	CCM any other representative of the Contractor relevant to the matters to be discussed at the meeting

FREQUENCY AND LOCATION
Once each Period, or upon the reasonable request of either Party, in London at a location determined by TTL

CONTRACT MANAGEMENT ROLE	
<b>Review of last meeting</b>	<ul style="list-style-type: none"> <li>The Parties shall review and approve the previous Contract Managers Meeting minutes and action log (if applicable)</li> <li>TTL shall notify the Contractor if it deems any outstanding actions in the action log to be closed (otherwise, such actions shall remain open until closed by TTL and notified to the Contractor in writing)</li> </ul>
<b>General</b>	<p>The objectives of the Contract Managers Meeting are to:</p> <ul style="list-style-type: none"> <li>review upcoming opportunities</li> <li>ensure good team/Contractor relationship with clarity of roles, responsibility and communications</li> <li>ensure that Services and Programmes are delivering the required outcomes for users</li> <li>achieve continuous improvement in quality and performance over the life of the Contract</li> <li>ensure any commercial risks are reduced and managed effectively</li> <li>resolve any matters that have been escalated from other Contract Management Meetings</li> </ul>

INPUTS AND OUTPUTS
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Required Inputs	<ul style="list-style-type: none"><li>• Action log from previous meeting</li><li>• Escalated matters from other Contract Management Meetings</li></ul>
Required Outputs	<ul style="list-style-type: none"><li>• Updated action log</li></ul>

## 6 Key Personnel

TTL and the Contractor have agreed that the Contractor functions identified in the table below shall be Key Personnel for purposes of the Contract, except where agreed by the Parties otherwise in writing.

Where no proportion of time required is set out in the table below, the Contractor shall be required to ensure that each member of Key Personnel is available a sufficient amount of the time in order to deliver the Services to TTL in accordance with the provisions of this Contract.

Function	Description	Proportion of time required	Name
Contractor Contract Manager ("CCM")	Responsibilities include overall management of this Contract, oversight of operations across the Contractor's organisation and management of all aspects of operations and performance against Service Levels under this Contract	Exclusively dedicated to the Contract	[REDACTED]
Service Operations Manager	Responsible for the management of the day to day delivery of the Services		[REDACTED]
Change Manager	Responsible for Change Management in accordance with Schedule 10.1 (Change Management)		[REDACTED]
IPR Manager	Responsible for the management of the Contractor's obligations in respect of IPR under Clause 51 (Intellectual Property Rights) and Schedule 14 (IPR Management and Licences)		[REDACTED]
Information Security Manager	Responsible for the management of the Contractor's obligations in respect of security under Clause 27 (Security) and Schedule 9.4 (Security Management)		[REDACTED]
Back Office Software Development Manager	Responsible for the management of the development of Software for the Prestige Back Office Modules, FTP Back Office Modules and ITS0 System		[REDACTED]

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Front Office Software Development Manager	Responsible for the management of the development of Software for Front Office Modules and Devices		[REDACTED]
Integration Manager	Responsible for the management of the Contractor's responsibilities in respect of the IRC System and System architecture and System Integration in accordance with Clause 11 (Systems Integration) and Schedule 7.2 (System Integrator)		[REDACTED]
Programme Portfolio Manager	Accountable for leading and overseeing the Programme Portfolio as set out in Schedule 10.2 (Programme and Project Lifecycle)		[REDACTED]
Safety Manager	Responsible for the Contractor's compliance with its safety obligations under Clause 69 (Safety, Quality and Environment) and Schedule 8.5 (SQE)		[REDACTED]
Quality Manager	Responsible for the Contractor's compliance with its quality assurance, control and management obligations under the Contract under Schedule 8.5 (SQE)		[REDACTED]
Performance Assurance Manager	Responsible for the management of the Contractor's responsibilities in respect of Asset management and Performance Assurance as set out in Clause 14.8 (Maintenance) and paragraph 3 of Schedule 8.2 (Asset Management & Maintenance)		[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]