

Schedule 11.1 – Document Management

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1 Introduction

1.1 Scope and Purpose

1.1.1 This Schedule 11.1 (Document Management) sets out:

- (a) the requirements for the Contractor to prepare and maintain:
 - (i) a document management plan to set out how the Contractor will manage the entirety of documents and information pertaining to this Contract, as further described in paragraph 2.1 of this Schedule (the "**Document Management Plan**");
 - (ii) a document management system as described in paragraph 2.2 of this Schedule (the "**Document Management System**"); and
 - (iii) a document register as described in paragraph 2.3 of this Schedule (the "**Document Register**"); and
- (b) the process of document exchange and review as described in paragraph 4 of this Schedule (the "**Submissions Procedure**").

1.1.2 Paragraph 3 of this Schedule sets out TTL's specific requirements with respect to drawings, As Built Records, Software and Operating Manuals.

1.1.3 The objectives of this Schedule are to ensure that:

- (a) TTL is Assured that Contract information will be established, maintained and stored in a consistent manner that will allow information to be made available to TTL as required by Clause 65 (Records, Audit and Inspection); and
- (b) Documents are shared in a structured manner which supports Projects, Programmes and Service delivery.

1.2 Documents to be Submitted by the Contractor

1.2.1 The Contractor shall prepare, submit, and maintain the following Documents in accordance with the requirements of this Schedule through the use of a Document Management System:

- (a) the Document Management Plan;
- (b) the Document Register;
- (c) drawings;
- (d) manuals;
- (e) As Built Records and as-installed records; and
- (f) any other information required to be submitted under this Contract.

1.2.2 The Contractor shall prepare all Documents required by this Contract in accordance with the provisions of this Schedule and any relevant Standards listed in Schedule 9.3 (Standards).

2 Document Management

2.1 Document Management Plan

2.1.1 The Contractor shall ensure that the Document Management Plan sets out:

- (a) the principles that govern the planning, preparation, production, classification, indexing, checking, submission, distribution, updating, use, storage, traceability and retrievability of all Documents;
- (b) a Document classification system and the standards the Contractor shall adopt for each classification;
- (c) details of the Contractor's Document management strategy, including interfaces with TTL and details of all the Contractor's processes to ensure protection, security, sharing and storage and a list of the software used to generate and manage Documents (and the Contractor may not change any aspect of its Document management strategy that has a material impact on TTL's management of this Contract without the prior written agreement of the TCM);
- (d) details of the processes the Contractor will use to review and update Documents when Changes are introduced, ensuring that each Document clearly states which other Documents it supersedes;
- (e) a Document retention schedule setting out which Documents will be retained and for how long;
- (f) details of the Document Management System; and
- (g) details of the Document Register.

2.1.2 The Contractor and TTL shall work together to identify those Documents which shall be security classified using the TTL standards of "Confidential – High", "Confidential", "Restricted – High", "Restricted", or "Unclassified", as set out in Appendix 1 to this Schedule.

2.2 Document Management System

2.2.1 Without prejudice to paragraph 2.1.1(c), the Contractor shall adopt an efficient Document Management System which conforms to Good Industry Practice.

2.2.2 The Contractor shall operate the Document Management System and provide details to TTL. This Document Management System shall include procedures for managing different types of Documents. The classification details of the Documents shall be included in the Document Management Plan.

2.2.3 Where there is more than one issue of a Document then the Contractor shall record details of its status within the Document Management System. Documents that are required by TTL for review shall be marked with an appropriate designation.

2.2.4 The Contractor shall implement a Document control system (details of which shall be included in the Contractor's quality management system set out in Schedule 8.5 (SQE)) and shall request details of the TTL controlled document copy holders from TTL.

2.2.5 The Contractor's Document Management System shall enable the controlled electronic exchange of working Documents between the Parties for the purpose of review and comment during Project and Programme delivery, in accordance with the applicable security classification requirements. To support such Document exchange, the Document Management System shall, where appropriate as a minimum:

- (a) enable TTL and authorised Third Party Personnel to easily access, mark up and add comments to Documents remotely;
- (b) enable remote access across the world wide web using a browser based interface;
- (c) classify Documents according to agreed hierarchies (as set out in paragraph 2.1.2 above);
- (d) automate Change request, review and Assurance processes;
- (e) enable supporting and referenced Documents to be accessed on the same system;
- (f) record and enable the audit of all Document views and changes through an immutable audit trail;
- (g) enable a user to have a Document 'checked out' such that other users cannot alter the Document;
- (h) make Documents easy to find by providing flexible search options; and
- (i) use permissions to control access to Documents.

2.2.6 The Contractor shall ensure that its Document Management System complies with the provisions of Schedule 9.4 (Security Management) in respect of Documents required in connection with the Information Security Management System.

2.3 Document Register

2.3.1 The Contractor shall develop and maintain a Document Register that allows information to be sorted, selected and issued to TTL by any combination of the following:

- (a) unique reference;
- (b) dates (e.g. of issue, of revision);
- (c) revision(s) number;
- (d) title;
- (e) issue number;
- (f) status;
- (g) originating organisation and author; and
- (h) Module (where applicable).

- 2.3.2 The Contractor shall retain details of superseded Documents and a record of the superseding Document together with an audit trail.
- 2.3.3 The Contractor shall allow access to the Document Register by TTL either by enabling remote access or providing a copy to TTL within one (1) Business Day of TTL's request.

2.4 Document Maps

- 2.4.1 The Contractor shall provide a list of all the Documents to be submitted to TTL in relation to each Project or Programme and the planned date for such submission (a "**Project Document Map**").
- 2.4.2 Each Project Document Map shall contain a brief description of the contents of each Document sufficient for TTL to determine by whom the Document will need to be reviewed.
- 2.4.3 The Project Document Map shall be maintained as current in line with the Project Plan and reissued to TTL each time within one (1) Business Day of a change being made to the list of Documents, their contents or the planned date for submission. If the Contractor fails to comply with this obligation it shall prepare and issue a Corrective Action Plan in accordance with Schedule 12.4 (Contract Management).

2.5 Review and Updating

- 2.5.1 The Contractor shall review and, if necessary, update the Document Management Plan every twelve (12) months on each anniversary of the Service Commencement Date during the Term. If the Contractor fails to comply with this obligation it shall prepare and issue a Corrective Action Plan in accordance with Schedule 12.4 (Contract Management).
- 2.5.2 The Contractor shall discuss all proposals to upgrade or introduce any new Document creation or management software with TTL at least forty (40) Business Days prior to the planned implementation date and the Contractor shall take TTL's comments into account in relation to the implementation of any such proposals.
- 2.5.3 The Contractor shall maintain the Document Management System and Document Register as current.
- 2.5.4 The Contractor shall report progress on any issues arising from the Document Management Plan, Document Management System and Document Register in the Programme Portfolio Report and be prepared to discuss the same at the Programme Portfolio Review Meetings required by Schedule 10.2 (Programme and Project Lifecycle).

3 Documents

3.1 General requirements

3.1.1 The Contractor shall:

- (a) retain all Documents in hard and/or electronic formats as appropriate. The Contractor shall maintain back-ups of all Documents in a manner which ensures easy recovery in the event of any incident;
- (b) deliver all Documents requested by TTL in electronic format or hard copy and within such timeframes as agreed with TTL. Documents for review shall be made available in their native electronic format or an alternative format if agreed by TTL, provided it enables easy review, mark up and comment;
- (c) ensure every Document displays an appropriate copyright statement correctly reflecting its status in accordance with Appendix 2 to this Schedule;
- (d) generate Documents in accordance with an appropriate and suitable industry standard. Where a Document is to be supplied to TTL then the Contractor shall discuss its proposed standard with TTL and incorporate TTL's reasonable comments;
- (e) submit details of the standards it uses as part of its Document Management Plan;
- (f) in respect of any Documents presented as printed material, use paper of suitable quality for a retention time of six (6) years after the Expiry Date, under suitable storage conditions; and
- (g) create, share and store all Documents in a manner capable of producing legible copies suitable for viewing and printing. Where Documents are required by TTL the Contractor shall advise how the Documents are to be stored and shall bear the costs of replacement where the Documents are subsequently found to have deteriorated such that they are corrupted, illegible or unsuitable for their intended use, provided the reasonable storage requirements have been met.

3.1.2 The Contractor shall provide evidence that procedures are in place to ensure that all Documents are clearly marked with their appropriate status code and are dated and signed as "checked and approved" by a Contractor's approved signatory.

3.1.3 The Contractor shall implement procedures covering Document issue and all Documents issued to TTL shall be accompanied with a suitable Document transmittal note or auditable electronic delivery receipt process in accordance with the provisions of the Submissions Procedure.

3.1.4 The Contractor shall issue copies of any and all documents requested by TTL pursuant to Clause 65 (Records, Audit and Inspection). Documentation issued for review by TTL shall be made available in electronic format unless hard copy format is requested by TTL.

3.1.5 All revisions from the previous version of a Document shall be clearly marked on the Document and shall state clearly the reason and authorisation for the revision.

- 3.1.6 The Contractor shall ensure that the content and presentation of all Documents is of the appropriate level of quality and fit for its intended purpose, including in respect of clarity, structure, spelling and punctuation.
- 3.1.7 TTL and the Contractor shall agree an industry standard method for electronically signing Documents to avoid the need for the proliferation of paper documents.

3.2 Drawings

- 3.2.1 The Contractor shall submit all Station layout drawings and installation drawings involving changes to TTL infrastructure for record purposes in computer aided design (CAD) software file format (Bentley Microstation DGN file format) or as reasonably required by TTL.
- 3.2.2 The Contractor shall ensure that any drawing information transmitted in electronic format shall be accompanied by details of the loading method, the files provided, the status of the files and the relevant symbol libraries.
- 3.2.3 Drawings shall be of a size and format that allows the information to be presented clearly, readily understood, and is appropriate for its intended use.

3.3 Software

- 3.3.1 The Contractor shall ensure that information transmitted electronically is compatible with TTL's software from time to time. As at the Date of Contract these are:
- (a) Microsoft Office 2007 (including Word, Excel, Powerpoint, Visio and Project); and
 - (b) Oracle Primavera P6 Professional Project Management.
- 3.3.2 Either Party may upgrade its software from time to time, for example to reflect changes in technology. The Party upgrading shall notify the other Party of any changes in software, and shall bear any reasonable costs reasonably incurred by the other Party as a direct result of the software change in relation to any software which the other Party requires solely for the purposes of this Contract, and each Party shall bear its own costs resulting from the software change otherwise.
- 3.3.3 The Contractor shall transfer Data to TTL using a method that is applicable to the Data being transferred and capable of transfer on to the TTL systems. The Contractor acknowledges that the method of Data transfer may change from time to time and TTL will notify the Contractor of TTL developments. The Contractor shall not implement changes in an agreed method of Data transfer without discussing and agreeing the same with TTL.
- 3.3.4 Without prejudice to other provisions of this Contract, the Contractor and TTL shall implement processes to ensure that only Virus-free electronic information is transferred between the Parties.

3.4 Manuals Generally

- 3.4.1 The Contractor shall maintain all manuals for each part of the System and create or update manuals, as appropriate, in relation to any Change.
- 3.4.2 All manuals shall be clear, consistent and generally easy to read, understand and use. The size and format shall be appropriate for their intended use.

- 3.4.3 TTL shall have the right to reference the Contractor's manuals in its Assurance audits of the Contractor's operations and maintenance regime in accordance with Schedule 10.5 (Assurance).
- 3.4.4 Where requested by TTL, the Contractor shall make available or provide access to TTL to the current issue of the Master Operational Guides and Master Installation & Maintenance Guides in accordance with Schedule 14 (IPR Management and Licences).

3.5 Operating Manuals

- 3.5.1 The Contractor shall maintain Master Operational Guides for each Module and other operating manuals for each part of the System, and create or update such Master Operational Guides and manuals, as appropriate, in relation to any Change (the "**Operating Manuals**") in close consultation with TTL.
- 3.5.2 The Operating Manuals shall be in an agreed format appropriate to their use allowing ease of use and updating.
- 3.5.3 The Contractor acknowledges that the Operating Manuals will be used by Operator Personnel to understand and use the System and/or the IRC System and, in particular, the Devices used in the Front Office Modules. The Operating Manuals will also be used extensively by training staff in the preparation and delivery of Operator Personnel training.
- 3.5.4 The Contractor shall ensure that the Operating Manuals include guides that will aid Operator Personnel to identify the nature of equipment System Faults and Faults and decide whether the System Fault or Fault can be rectified locally or where there is a need to call for technical assistance from the Contractor.
- 3.5.5 The guides provided in accordance with paragraph 3.5.4 of this Schedule shall be in an easy to use format that is readily understandable and shall be developed in close co-operation with TTL.
- 3.5.6 The guides provided in accordance with paragraph 3.5.4 of this Schedule shall cover:
- (a) symptoms;
 - (b) possible System Faults and Faults;
 - (c) likely causes;
 - (d) method of identifying defect precisely;
 - (e) whether Operator Personnel should call for assistance; and
 - (f) in those cases where Operator Personnel can rectify the System Fault or Fault, the method of overcoming the defect so that the Device can be returned promptly to service.
- 3.5.7 For the avoidance of doubt, the level of System Fault or Fault rectification work to be carried out by Operator Personnel shall be limited to operations that do not require specialist technical knowledge, tools and facilities. Operations shall be limited to simple elementary checks and procedures and minor rectification of operational abnormalities to the level set out in Schedule 4 (The Services).

- 3.5.8 The Contractor shall ensure that all Operating Manuals are available in electronic format via a controlled electronic document management system (DMS) so that users and service engineers can obtain the latest version for use on mobile devices such as laptops.

3.6 As Built Records

- 3.6.1 The Contractor shall be responsible for preparing and maintaining an accurate set of As Built Records showing Changes to existing Assets and the installation of new Assets and installed equipment which shall include as-installed records.
- 3.6.2 Essential operating As Built Records shall be made available within twenty (20) Business Days prior to the introduction of new services pursuant to a Project. Essential operating As Built Records shall be classed as any records which affect:
- (a) TTL operational activities; and
 - (b) TTL safety case obligations.
- 3.6.3 Non-essential operating As Built Records shall be made available within forty (40) Business Days prior to the introduction of new services pursuant to a Project.
- 3.6.4 The Contractor shall provide As Built Records in accordance with the provisions of Schedule 10.2 (Programme and Project Lifecycle). Where As Built Records are not already classified as essential in accordance with paragraph 3.6.2 above, TTL shall designate Documents as either essential or non-essential for TTL purposes.
- 3.6.5 As Built Records shall be comprehensive and shall clearly identify modifications to existing Assets. The Contractor shall operate a system that dates each Change and cross references Change descriptions with drawing alterations.

3.7 Management Communications

- 3.7.1 Unless expressly stated otherwise in the Contract, all written communication made in accordance with this Contract shall be addressed to the TCM and shall take the form of letter, certificate, email, advice of delivery of equipment, or minutes of meetings as appropriate.
- 3.7.2 For the avoidance of doubt, any notices affecting this Contract shall be issued pursuant to Clause 55 (Notices) and any Invoices shall be prepared and delivered in accordance with Clause 36 (Charges) and Schedule 12.1 (Charges and the Financial Model).

4 Submissions Procedure

4.1 Overview

- 4.1.1 TTL and the Contractor will need to exchange and get the other Party's comments and input in relation to a wide variety of Documents in relation to the Contract and, in particular, in relation to Projects.
- 4.1.2 The Parties may agree to vary the Submissions Procedure set out below for Documents where a more efficient and/or effective procedure can be implemented.
- 4.1.3 Unless the Parties agree a different procedure under paragraph 4.1.2, the procedures described in paragraphs 4.2 to 4.6 below shall apply in respect of Documents (the "**Submissions Procedure**").
- 4.1.4 The Submissions Procedure is comprised of the following periods:
 - (a) preparation;
 - (b) submission;
 - (c) review;
 - (d) response; and
 - (e) revision.

4.2 Preparation Period

- 4.2.1 During the preparation period, the Contractor shall prepare Documents for submission to TTL for TTL's review (each a "**Document Submission**").
- 4.2.2 The Contractor shall ensure appropriate time is built in for TTL's reviews in accordance with this Schedule and, where appropriate, for incorporating any TTL comments. The Contractor shall promptly issue to TTL updates of every Project Plan and Programme Plan, as well as the Programme Portfolio Plan so that TTL can plan its resources for reviewing Document Submissions.
- 4.2.3 The Contractor shall ensure that each Document Submission includes the following:
 - (a) a unique reference number;
 - (b) the date submitted;
 - (c) a "response required by" date;
 - (d) the purpose of the Document Submission; and
 - (e) confirmation that the Document Submission has been through all the necessary and appropriate Contractor checks and approvals.

4.3 Submission Period

- 4.3.1 The Contractor shall submit Document Submissions to TTL to the address designated by TTL and in accordance with any agreed deadline or, if no deadline has

been agreed, as soon as reasonably practicable. Upon receipt of a Document Submission, TTL shall review the sufficiency of the information received. TTL shall endeavour to respond to the Contractor within two (2) Business Days to:

- (a) confirm the date and time of receipt of the Document Submission by TTL; or
- (b) request such further information that TTL considers is necessary to complete the review of the Document Submission and the Contractor shall provide this further information within three (3) Business Days of TTL's request.

4.3.2 The further information process described at paragraph 4.3.1(b) shall be repeated until TTL considers that it has sufficient information to review the Document Submission and when TTL is so satisfied then it shall confirm receipt of the Document Submission to the Contractor in accordance with paragraph 4.3.1(a).

4.4 Review Period

4.4.1 The review period shall commence upon confirmation by TTL of receipt of a Document Submission in accordance with paragraph 4.3.1(a).

4.4.2 Once TTL has received all the necessary and requested information in accordance with paragraph 4.3 of this Schedule, in the review period TTL shall review the Contractor's Document Submission and assess its compliance with the specified Assurance criteria set out in the Contract.

4.4.3 TTL may review Document Submissions with respect to any or all of the following, without limitation:

- (a) compliance with specific Contract requirements;
- (b) impact on TTL safety obligations;
- (c) impact on other TTL commitments;
- (d) impact on the operation of the Services or the equipment or Software to be supplied;
- (e) impact on Customers and Customer Services;
- (f) aesthetics (with respect to design); and
- (g) impact on and interface with the existing assets of TTL.

4.4.4 During the review period the Contractor may supplement or may be requested by TTL to supplement the Document Submission with presentations and workshops as appropriate. These shall be aimed at assisting TTL to gain Assurance that the desired outcomes will be delivered. This will aid TTL in reviewing and commenting on the Contractor's Document Submissions.

4.5 Response Period

4.5.1 In the response period TTL shall respond to the Contractor with comments on the Document Submission. TTL shall classify its comments as:

- (a) critical;

- (b) concerns;
- (c) other comments; or
- (d) commendations.

4.5.2 In its response TTL shall relate comments as appropriate to specific Contract requirements and Assurance criteria, and in the case of critical comments shall state reasons why the Contractor's proposals are not Assured.

4.5.3 TTL shall endeavour to provide the Contractor with its comments on Document Submissions within ten (10) Business Days of the date upon which TTL confirmed receipt of the Document Submission pursuant to paragraph 4.3.1(a).

4.6 Revision Period

4.6.1 In the revision period the Contractor shall take note of and respond to all of TTL's comments on the Document Submission within ten (10) Business Days.

4.6.2 The Contractor's response shall advise TTL of the action it will take in response to TTL's comments. This may be any combination of the following:

- (a) incorporate the comments in a revised Document Submission;
- (b) provide a reasoned explanation for not incorporating TTL's comments;
- (c) seek clarification; or
- (d) provide such further information, presentations or demonstrations to provide Assurance to TTL.

4.6.3 In the event that TTL is dissatisfied with the Contractor's initial response or further response, then the TCM may notify the Contractor specifying the nature of the dissatisfaction. The Contractor shall write to the TCM specifying the actions it proposes to take to address the issues raised and the programme to complete such actions.

Appendix 1: TTL Document Security Classifications

A horizontal bar chart consisting of 25 black bars of varying lengths, arranged vertically. The bars represent a distribution of data, with the longest bar at the top and the shortest at the bottom. The lengths of the bars vary significantly, with some being nearly the full width of the chart and others being very short.

[REDACTED]	
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Appendix 2: Copyright Statement

[REDACTED]

[REDACTED]

[REDACTED]

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