

Ref:	NR/L2/CIV/095
Issue:	1
Date:	7 March 2020
Compliance date:	6 June 2020

Level 2

Business Process

Asset Protection and Optimisation Management of Third Party Works on Network Rail Infrastructure

Approvals

Content Approved by:

.....

Tony Gomez,
Technical Lead

Content approved by:

.....

Mona Sihota,
Standard and Control Document Owner

Approved for publication by:

.....

John Winniffrith,
Standards and Controls Management Team

This document is the property of Network Rail. It shall not be reproduced in whole or part nor disclosed to a Third Party without the written permission of Network Rail.
© Copyright 2020 Network Rail.

Uncontrolled copy once printed from its electronic source.

Published and Issued by Network Rail, 2nd Floor, One Eversholt Street, London, NW1 2DN.



Ref:	NR/L2/CIV/095
Issue:	1
Date:	7 March 2020
Compliance date:	6 June 2020

User information

This Network Rail document contains colour-coding according to the following Red–Amber–Green classification.

Red requirements – no variations permitted

- Red requirements are to be complied with and achieved at all times.
- Red requirements are presented in a red box.
- Red requirements are monitored for compliance.
- Non-compliances will be investigated and corrective actions enforced.

Amber requirements – variations permitted subject to approved risk analysis and mitigation

- Amber requirements are to be complied with unless an approved variation is in place.
- Amber requirements are presented with an amber sidebar.
- Amber requirements are monitored for compliance.
- Variations can only be approved through the national variations process.
- Non-approved variations will be investigated and corrective actions enforced.

Green guidance – to be used unless alternative solutions are followed

- Guidance should be followed unless an alternative solution produces a better result.
- Guidance is presented with a dotted green sidebar.
- Guidance is not monitored for compliance.
- Alternative solutions should be documented to demonstrate effective control.

Ref:	NR/L2/CIV/095
Issue:	1
Date:	7 March 2020
Compliance date:	6 June 2020

Compliance

This Network Rail standard/control document is mandatory and shall be complied with by Network Rail Infrastructure Limited, its contractors and Third Party customers if applicable from June 2020.

Where it is considered not reasonably practicable¹ to comply with the requirements in this standard/control document, permission to comply with a specified alternative should be sought in accordance with the Network Rail standards and controls process, or with the Railway Group Standards Code if applicable.

If this standard/control document contains requirements that are designed to demonstrate compliance with legislation they shall be complied with irrespective of a project's Governance for Railway Investment Projects (GRIP) stage. In all other circumstances, projects that have formally completed GRIP Stage 3 (Option Selection) may continue to comply with any relevant Network Rail standards/control documents that were current when GRIP Stage 3 was completed. For those not following the GRIP framework NR/L2/INI/P3M/101 the Route Asset Protection and Optimisation team will help and support third parties through the delivery process and provide advice on relevant standards and/or legislation to be considered.

NOTE 1: *Legislation includes Technical Specifications for Interoperability (TSIs).*

NOTE 2: *The relationship of this standard/control document with legislation and/or external standards is described in the purpose of this standard.*

Disclaimer

In issuing this standard/control document for its stated purpose, Network Rail Infrastructure Limited makes no warranties, expressed or implied, that compliance with all or any standards/control documents it issues is sufficient on its own to provide safety or compliance with legislation. Users are reminded of their own duties under legislation.

Compliance with a Network Rail standard/control document does not, of itself, confer immunity from legal obligations.

Where Network Rail Infrastructure Limited has granted permission to copy extracts from Network Rail standards or control documents, Network Rail Infrastructure Limited accepts no responsibility for, nor any liability in connection with, the use of such extracts, or any claims arising there from.

This disclaimer applies to all forms of media in which extracts from Network Rail standards and control documents might be reproduced.

Supply

Copies of standards/control documents are available electronically, within Network Rail's organisation. Hard copies of this document might be available to Network Rail people on request to the relevant controlled publication distributor. Other

¹ This can include gross proportionate project costs with the agreement of the Network Rail Assurance Panel (NRAP).

Ref:	NR/L2/CIV/095
Issue:	1
Date:	7 March 2020
Compliance date:	6 June 2020

organisations can obtain copies of this standard/control document from an approved distributor.

Issue record

Issue	Date	Comments
1	March 2020	New. Replacing withdrawn NR/L2/INI/CP0043

Reference documentation

Network Rail Standards

NR/L1/CIV/094	National Asset Protection and Optimisation Delivery Framework
NR/L2/MTC/089	Arrangements for the Exchange of Asset Data and the Continuing Maintenance of Assets Undergoing Change
NR/L2/INI/02009	Engineering Management for Projects
NR/L2/INI/02009/01	Roles, responsibilities and accountabilities
NR/L2/RSE/100/01	Network Rail Assurance Panel
NR/L2/OHS/0044	Planning and Managing Construction Work
NR/L2/OHS/005	High Street Environment and Conditions for Work Outside Network Rail Controlled Infrastructure
NR/L2/ENV/015	Environment and Social Minimum Requirements – Design and Construction
NR/L2/OHS/0047	Application of the Construction (Design and Management) Regulations to Network Rail Construction Projects
NR/L2/RSE/100/01	Network Rail Assurance Panel
NR/L2/RSE/100/03	The application of the interoperability regulations for infrastructure projects
NR/L2/RSE/100/02	Application of the Common Safety Method for Risk Evaluation and Assessment
NR/L2/INF/02202	Records Management of Health and Safety Files
NR/L2/OHS/019	Safety of people at work on or near the line
NR/L1/INI/P3M/100	Project, programme and portfolio management (P3M) framework policy
NR/L2/INI/P3M/104	Network Rail requirements
NR/L2/INI/P3M/101	Governance for Railway Investment Projects
NR/GN/INI/P3M/150	Sponsor's Handbook
NR/L2/PRO/001	Property Clearance Process

Other Network Rail Documents

- Network Rail Health and Safety Management System (HSMS)

Ref:	NR/L2/CIV/095
Issue:	1
Date:	7 March 2020
Compliance date:	6 June 2020

- Stakeholder Relations Code of Practice

Legislation

This standard/control document has been reviewed to confirm it complies with the following legislation:

- Health and Safety at Work Act
- Management of Health and Safety at Work Regulations
- Railways and Other Guided Transport Systems (Safety) Regulations (ROGS)
- Workplace Health and Safety Welfare Regulations
- Construction (Design and Management) Regulations (CDM)
- The Railways (Interoperability) Regulations
- The Railways (Interoperability) Amendment Regulations (statutory instrument 367)
- L59 Guide to the Approval of Railway Works, Plant and Equipment
- HSG 141 Electrical Safety on Construction Sites
- HSG 153/1 to 6 Railway Safety Principles and Guidance
- HSG 224 Managing Health and Safety in Construction (ACOP and Guidance)
- Commission Implementing Regulation (EU) 402/2013
- Health and Safety Executive: Control of Asbestos Regulations

Compliance with this business process standard/control document does not, on its own, provide compliance with the legislation listed.

Ref:	NR/L2/CIV/095
Issue:	1
Date:	7 March 2020
Compliance date:	6 June 2020

Contents

1 Purpose	8
2 Scope	8
3 Roles and Responsibilities	9
3.1 Third Party Process RACI.....	9
3.2 Network Rail (NR) Sponsor	11
3.3 Head of Asset Protection and Optimisation	12
3.4 Network Rail Interface Manager (NRIM).....	12
3.5 ASPRO Construction Manager	13
3.6 Third Party	14
3.7 Designated Project Engineer (DPE)	14
3.8 Principal Contractor	14
3.9 Principal Designer	15
4 Terms, Definitions and Abbreviations	16
Table 2 – Terms and Definitions.....	19
Table 3 - Abbreviations.....	20
5 Third Party Asset Protection & Optimisation Business Process	21
6 Project Initiation	24
7 Requirements Management Framework	25
8 Project Start-up	27
9 Project delivery phase	27
9.1 Design	27
9.2 Pre-Construction.....	28
10 Construction Phase	28
11 Completion	30
11.1 Construction completion	30
11.2 Taking over.....	30
11.3 Project completion	30
11.4 Commercial completion	30
11.5 Service Levels and Customer Satisfaction	31
11.6 Escalation.....	31
12 Railway and other legislation	31
12.1 CDM on Third Party works.....	31
12.2 Common Safety Method for Risk Evaluation and Assessment Regulation (CSM-RA)	32
12.3 Railway (Interoperability) Regulations	32

Ref:	NR/L2/CIV/095
Issue:	1
Date:	7 March 2020
Compliance date:	6 June 2020

13 Asset Management Plan (AMP)	32
13.1 AMP: General	32
13.2 Maintenance of Assets	32
14 Stations and Depots	33
Appendix A Example of Estimation	34

Ref:	NR/L2/CIV/095
Issue:	1
Date:	7 March 2020
Compliance date:	6 June 2020

1 Purpose

The purpose of this business process is to support in the mitigation of potential risks imported to the Network Rail infrastructure by Third Party organisations when working on, near, over or under the infrastructure through the application of Asset Protection and Optimisation (ASPRO) controls.

Potential risks can be imported to the railway infrastructure from a multitude of Third Party works including:

- building a new station;
- building new bridges;
- works within the designated precautionary area of level crossings.

2 Scope

A Third Party is an organisation other than Network Rail intending to undertake works which will physically change or impact the operation, assets, design or other functionality of Network Rail's infrastructure. The application of this business process is project specific, as agreed between the Head of Asset Protection and Sponsorship.

This business process sets out requirements for the application of Asset Protection controls to be established when Third Parties wish to specify, manage and/or deliver projects on Network Rail's Managed (or leased) Infrastructure.

This business process sets out Network Rail's accountabilities and responsibilities to discharge its duties as Infrastructure Manager.

It applies to Third Party works being undertaken where Network Rail is not the sole client, including the Asset Protection assurance of works being undertaken by a Third Party, to assets that will be taken over by Network Rail for operation and/or maintenance.

This business process supports NR/L1/CIV/094; National Asset Protection and Optimisation (ASPRO) Delivery Framework.

This business process is to be read in conjunction with NR/L2/OHS/0047; Application of the Construction (Design and Management) Regulations to Network Rail Construction Projects.

Access to the Network, is governed by this business process, but all parties have a positive obligation to work with each other in a timely manner, prioritising safety and placing passenger needs first.

This business process does not replace the Landlord Consent Process or Stations and/or Depot Change processes (see Station Access Conditions and Depot Access Conditions). It does not replace the requirements stated within the lease, letting conditions, and Access Conditions, to safely manage or authorise construction within the station or depot lease area.

This business process does not apply to Outside Party works.

NOTE: See NR/L2/OHS/005.

Ref:	NR/L2/CIV/095
Issue:	1
Date:	7 March 2020
Compliance date:	6 June 2020

3 Roles and Responsibilities

3.1 Third Party Process RACI

		Head of ASPRO	ASPRO Interface Manager	Asset Protection Engineer	Network Rail (NR) Sponsor	Corporate Commercial Manager	Construction Manager	Route Asset Managers
<p>R – Responsible is the person or people who are responsible for performing a certain task or action.</p> <p>A – An Accountable person is one who has overall accountability to make sure that a task or action is completed.</p> <p>C – Consulted people have an input into the task or action, this can be providing information, reviewing documents or attending workshops etc.</p> <p>I – Informed people are those who receive the output of a task or process.</p> <p>* Denotes option for delegation</p>								
1.	Managing initial enquiry	C		I	A, R	C		C
2.	Register enquiry as ASPRO project	C			A, R	C		I
3.	Appoint Project Sponsor	C			A, R	I		I
4.	Appoint ASPRO lead	A, R	I	I, C	C		I	I
5.	Establish client requirements	I	C	I	A, R		I	C
6.	Check strategic fit with system operator	I	I	I	A, R			C
7.	Property Clearance Process Complete	C		C	A, R			C
8.	Select and agree an appropriate ASPRO Agreement	A, R	C		R	C		
9.	High level cost estimation	A	R	C	R		C	
10.	Investment Authority	I	C	I	A, R			C
11.	Authority to Contract	A	C		R	R		
12.	Complete appropriate ASPRO Agreement	C	C		A, R	I		
13.	Manage project in accordance with ASPRO Agreement terms	I	I	R	A	C	I	I
14.	Explain NR processes, delivery options and documentation requirements	C	R	C	A, R		I	I
15.	Work with Client to confirm CSM proposer	I	I		A, R		I	

Ref:	NR/L2/CIV/095
Issue:	1
Date:	7 March 2020
Compliance date:	6 June 2020

16.	Work with Client to confirm CDM roles	C	C	C	A, R		I	C, I
17.	Assessment of scope and programme	I	R		A		C	
18.	Agree delivery route with client	C	I	I	A, R			C
19.	Send customer satisfaction surveys	A	R		I			
20.	Create Sponsor instruction	C	C	C	A, R			C
21.	Requirements Management Plan review and acceptance (prepared by 3 rd party)	C	C	C	A, R			C
22.	Compile and issue client requirements (e.g. NR CRD)	C	C	C	A, R			C
23.	Compile and issue route requirements (e.g. NR RRD)	I	I	I	A, R			C
24.	Work with Third Party to develop and issue DRRD		A,R	C	C		C	I
25.	Design and implement costs agreement	C	C	C	A, R		C	C
26.	Establish project teams and agree comms and reporting	A	R	C	I		C	I
27.	Providing cost forecast updates; submitting invoices for payment and preparing estimates for variations under the funding agreement	A	R		I	I		
28.	Review and Acceptance of detailed requirements (e.g. NR DRRD)			A, R	C	C	R	C
29.	Agree AIP design	A	R	R			R	C
30.	Agree detailed design	A	R	R			R	C
31.	Agree construction details, temporary works designs and methodology	A	R	R			R	
32.	Carry out railway safety supervision and construction assurance	A	R	C			R	
33.	Close out AMP process/taking over by NR	A	R	C	I		C	R
34.	Final account and close out	C	R	I	A	I		I

Table 1 – Third Party ASPRO RACI Chart

Ref:	NR/L2/CIV/095
Issue:	1
Date:	7 March 2020
Compliance date:	6 June 2020

3.2 Network Rail (NR) Sponsor

The person in Network Rail who is the prime point of contact between any party wishing to specify and/or carry out changes to Network Rail Infrastructure and provides the project remit to the appropriate Network Rail Interface Manager.

NOTE: A Network Rail Sponsor is appointed by the relevant route Business Development/Sponsorship/ASPRO organisation.

The role of NR Sponsor works in accordance with the principles and processes outlined in NR/L3/INI/P3M/122; Governance for Railway Investment Projects (GRIP) Leading a project and NR/GN/INI/P3M/150; *Sponsor's Handbook*.

Key accountabilities are:

- a) Act as initial point of contact for third party enquiries and maintain records of all initial enquiries;
- b) Assisting the Third Party in gaining high-level endorsement of their proposals by Network Rail and its business units and, where appropriate, with the wider industry (including Train Operating Companies, Freight Operating Companies and other key industry stakeholders);
- c) Provide awareness of relevant standards; including informing of requirements of Railway Group standards, Network Rail standards, other rules, regulations, standards and stipulations relevant to the proposed work;
- d) Providing stakeholder management services where appropriate (to be specifically agreed with the Customer as the customer may wish to retain this responsibility);
- e) Understanding and checking compliance with all applicable Network Rail policies;
- f) Negotiating, seeking authorisation of and managing the appropriate ASPRO Agreements with the Third Party in accordance with the Delegation of Authority Policy and managing the agreements throughout the life cycle of the project;
- g) Providing guidance regarding approvals and consents that may be required at each stage of the project, or where a variation to the ASPRO Agreements may be necessary and putting in place such variations in accordance with the Delegation of Authority Policy;
- h) Work with the Head of ASPRO to confirm that Third Party projects submit applications to NRAP and attend System Review Panels and achieve the requisite approvals to confirm the project's compliance with the Common Safety Method and Interoperability Regulations 2011;
- i) Follow all relevant Network Rail's governance processes as required by the project (e.g. investment authority);
- j) Work with the Head of ASPRO to confirm that the Third Party project is completed and closed out effectively;
- k) Regularly communicate with the Head of ASPRO regarding Third Party projects status, progress and reporting;

Ref:	NR/L2/CIV/095
Issue:	1
Date:	7 March 2020
Compliance date:	6 June 2020

- l) Making adequate arrangements in collaboration with the Third Party to confirm that their works are carried out in accordance with standards, particularly:
 - o applying the process to be followed by projects to obtain an authorisation under the Railway (Interoperability) Regulations as set out in NR/L2/RSE/100/03; *The Application of the Interoperability Regulations for Infrastructure Projects*;
 - o applying the processes to be followed complying with the standards as set out in NR/L2/RSE/100/02; *Application of the Common Safety Method for Risk Evaluation and Assessment*.

3.3 Head of Asset Protection and Optimisation

The Head of ASPRO is accountable for key ASPRO delivery elements of Third Party projects including:

- a) Maintaining a record of all Third Party ASPRO enquiries and individual assigned to roles within each project;
- b) Producing an ASPRO Project Remit detailing the services to support the Third Party scheme;
- c) Being aware of the terms of the ASPRO Agreements and the obligation to comply with them at all times;
- d) Appointing a Network Rail Interface Manager (NRIM) to carry out their project specific tasks as described in this business process standard;
- e) Confirming a suitable engineering assurance process is in place to review Third Party design and construction details and methodologies in relation to railway safety;
- f) Arranging for railway safety supervision and construction assurance;
- g) Where the customers' single point of contact is within the sponsorship team, retain the accountability for compliance and governance;
- h) Confirming the customer satisfaction surveys are actioned, monitored and reported;
- i) Working with the NR Sponsor to close out the Third Party Project.

3.4 Network Rail Interface Manager (NRIM)

The Network Rail Interface Manager is appointed by a Head of Asset Protection & Optimisation and is responsible for acting as the focal point for Network Rail, checking that Third Party works are carried out in accordance with this business process standard, the project sponsors instruction and other relevant Railway Group Standards and Network Rail Company Standards.

NOTE: *The role of NRIM could be fulfilled by a number of different job titles depending on what area of the business is supporting the Asset Protection for the Third Party.*

The NRIM is responsible for:

- a) Collating Network Rail's input into the Third Party's Pre-construction Information Pack;

Ref:	NR/L2/CIV/095
Issue:	1
Date:	7 March 2020
Compliance date:	6 June 2020

- b) Obtaining acceptance of the Third Party's Construction Phase Plan in relation to railway related works;
- c) Obtaining acceptance of designs;
- d) Understanding and complying with the ASPRO Agreements;
- e) Supporting the NR Sponsor in drafting an ASPRO Agreement(s) with provision of relevant information, including estimated costs and programme;
- f) Arranging for all planned isolations and possessions for Third Party works regardless of which organisation is the Infrastructure Manager, including arrangements for safety staff where required, by project risk and complexity;
- g) Working with the Third Party throughout the project to review the construction methodology in relation to railway safety, including the contractor's method statements and site-specific risk assessments and obtain acceptance as required;
- h) Confirming that a Responsible Manager has been appointed in accordance with NR/L2/OHS/019; Safety of people at work on or near the line;
- i) Supporting the Third Party in complying with business process standard NR/L2/MTC/089; Arrangements for the Exchange of Asset Data and the Continuing Maintenance of Assets Undergoing Change pre-construction, during construction and post-construction;
- j) Liaising with the NR Project Interface Co-ordinator to maintain local relationships and facilitate access for any NR maintenance within and around the projects site of work;

NOTE: The Project Interface Co-ordinator is outside of the ASPRO team and may sit within the local delivery units. Their role is to co-ordinate the maintenance requirements when projects are being carried out.

- a) Notifying the NR Sponsor and Head of ASPRO in the event of any non-compliance or breach of ASPRO Agreement by the Third Party, in order that any contractual remedies may be applied;
- b) Notifying the NR Sponsor of any change to the proposed cost forecast and / or the potential need to agree a variation to the funding agreement between NR and the Customer;
- c) Maintaining adequate records regarding decisions and agreed actions in relation to the management of the works;
- d) Accepting the Health and Safety File from Third Party in respect of the works as set out in NR/L2/INF/02202; *Records Management of Health and Safety Files*;
- e) Facilitating and distribute lessons learned to enable continuous improvement.

3.5 ASPRO Construction Manager

The ASPRO Construction Manager maintain Network Rail's site representation to assure compliance to the Safe System of Work Pack and Construction Phase Plan.

Key construction assurance activities include:

Ref:	NR/L2/CIV/095
Issue:	1
Date:	7 March 2020
Compliance date:	6 June 2020

- a) Assurance of the construction methodology in relation to railway safety, including the contractor's method statements and site-specific risk assessments;
- b) Monitoring and assurance of site risk mitigation proportionate to the risk imported to the operational railway by the construction activity;
- c) Report progress, together with issues and escalations, to the NRIM;
- d) Support the NRIM at Third Party and other liaison meetings;
- e) Support the AMP process as defined in NR/L2/MTC/089; *Arrangements for the Exchange of Asset Data and the Continuing Maintenance of Assets Undergoing Change.*
- f) Assisting the Designated Project Engineer (DPE) in reviewing design submissions to identify rail related safety issues;
- g) Review of construction methodology and relevant Safe System of Work Pack and provide acceptance of documents where appointed to do so, in support of the NRIM and Asset Protection Engineer;
- h) Support the Principal Contractor's quality assurance procedures to confirm compliance with the accepted design;
- i) Complete rail related safety assurance checks on site and deliver key safety notices and alerts to the Third Party site team.

Provides construction superintendence and assurance of the Third Party scheme. Network rail does not undertake clerk of works duties, but superintends to confirm that the agreed Construction Methodology is complied with a focus on railway safety.

3.6 Third Party

Key activities that the Third Party is responsible for:

- a) Undertaking the role of Client as detailed in the CDM Regulations;
- b) Undertaking the role of Proposer as detailed in Common Safety Method for Risk Evaluation and Assessment Regulations (CSM-RA);
- c) Acting in accordance with ASPRO Agreement(s).

3.7 Designated Project Engineer (DPE)

Roles, responsibilities and accountabilities are as detailed in NR/L2/INI/02009; Engineering Management for Projects (*NR/L2/INI/02009/01; Roles, responsibilities and accountabilities*).

3.8 Principal Contractor

A contractor appointed by the client to manage the construction phase on projects with more than one contractor. The principal contractor's duties are defined CDM and include to plan, manage, monitor and coordinate health and safety during this phase, when all construction work takes place.

Ref:	NR/L2/CIV/095
Issue:	1
Date:	7 March 2020
Compliance date:	6 June 2020

3.9 Principal Designer

A designer appointed by the client to control the pre-construction phase on projects with more than one contractor. The principal designer's duties are defined in CDM and include to plan, manage, monitor and coordinate health and safety during this phase, when most design work is carried out.

Ref:	NR/L2/CIV/095
Issue:	1
Date:	7 March 2020
Compliance date:	6 June 2020

4 Terms, Definitions and Abbreviations

For the purpose of this document, the terms and definitions in Table 1 apply and the abbreviations in Table 2 apply.

Term	Definition
ASPRO Agreements	<p>Contractually binding document signed by Network Rail and the Third Party setting out the relationship between the parties, their respective rights and obligations.</p> <p>NOTE 1: ASPRO agreements include; Third Party Asset Protection Agreement, Basic Services Agreement, Basic Asset Protection Agreement. There is a full range of ASPRO Agreements available via Corporate Commercial.</p> <p>NOTE 2: In addition to health and safety terms, the Agreement should contain commercial, operational and engineering terms, and including the provisions (including standards) for the protection of Network Rail's interests during the course of the works.</p>
Asset Management Plan (AMP)	<p>Clear description of the roles and responsibilities of all parties involved with ongoing maintenance and how the interfaces between them are managed, and which assets are within the scope of the works and which should remain the responsibility of Network Rail, including not only assets that are to be directly worked upon, but also others that may be affected by the works.</p> <p>Define when any training, as built drawings, weld certificates, testing and commissioning certificates, operating and maintenance manuals and other deliverables as appropriate are to be provided by the Third Party.</p> <p>NOTE: Any new and altered assets are to be similarly maintained as soon as they are taken into use should meet the required standards for being taken into use, in accordance with NR/L2/MTC/089..</p>
Access Conditions	The National Station Access Conditions, The National Depot Access Conditions, and any bespoke set of Access Conditions registered on the ORR Public Register
Client	<p>An organisation or individual having a construction project carried out in connection with a business.</p> <p>NOTE: The CDM regulations apply to both domestic and commercial clients. This guidance document is for commercial clients.</p> <p>A client has responsibility to make suitable arrangements for managing a project.</p>
Construction Phase Plan	<p>A document recording the health and safety arrangements, site rules and any special measures for construction work.</p> <p>NOTE: NR/L2/OHS/0044 defines the necessary working arrangements and contains a model Construction Phase Plan.</p>

Ref:	NR/L2/CIV/095
Issue:	1
Date:	7 March 2020
Compliance date:	6 June 2020

Term	Definition
Client Requirements Document (CRD)	<p>Defines the high level outcomes that the business aims to achieve. It represents the client's high level aspirations and needs.</p> <p>NOTE: for example extra capacity, shorter journey times.</p>
Detailed Route Requirements Document (DRRD)	<p>Defines the delivery detail and refine the selected option for implementation. It contains all the detailed requirements for the project, which transform route requirements, as output of the development stage, into a detailed technical set of requirements to deliver the solution that satisfies the route requirements.</p> <p>NOTE: i.e. HOW we can DELIVER the RRD's chosen option and meet the Client's business need.</p> <p>The term route is not exclusive to route based projects or programmes.</p>
Network Rail Managed Infrastructure	<p>Infrastructure that falls within the boundaries of Network Rail's operational railway, including its permanent way or other means of supporting or guiding vehicles and plant used for signalling or exclusively for supplying electricity for operational purposes to Network Rail's operational railway.</p> <p>NOTE: Structures such as tunnels, bridges, viaducts, underpasses, are deemed to form part of Network Rail Managed Infrastructure only in relation to their potential to transfer risk onto, or from, the operational railway.</p>
Network Rail Sponsors Instruction	<p>A Sponsor's Instruction is mandatory for ALL projects.</p> <p>A Sponsor's Instruction is provided by the NR Sponsor as the first request for development activity to be undertaken. It:</p> <ul style="list-style-type: none"> a) outlines the project scope and stage deliverables; b) confirms available budget; c) provides an overview of key information regarding the project, and d) refers to the project's requirements management documentation in accordance with NR/L2/INI/P3M/104. <p>The Sponsor's Instruction represents the request from the Sponsor for the production of a package of work.</p>

Ref:	NR/L2/CIV/095
Issue:	1
Date:	7 March 2020
Compliance date:	6 June 2020

Term	Definition
Outside Party (for clarification purposes only)	<p>An individual, member of the public or organisation other than Network Rail which promotes, funds, designs, constructs, owns and maintains the works but does not physically change the operation of railway infrastructure and does interface with the railway infrastructure</p> <p>NOTE 1: e.g. an over-line structure that may also require incidental changes to NR infrastructure such as bonding, GSMR modifications, changes to lineside fencing, OLE mods, changes to signalling etc.</p> <p>NOTE 2: Outside Parties may include Local Authorities, Statutory Undertakers, builders and private owners.</p> <p>NOTE 3: Examples of Outside Party Works may include:</p> <ol style="list-style-type: none"> 1. An adjacent landowner working within their own property boundary, which may include works to the property boundary. The relevant Highways Authority building a road bridge over the railway in accordance with an Air Rights provision and a Bridge Agreement; 2. A Utility company installing an undertrack crossing in accordance with a Wayleave to carry a main sewer.
Pre-construction information	<p>The information provided by the client to designers and contractors who may be bidding for the Works.</p> <p>NOTE: The information is the project specific health safety and environmental information needed to identify the hazards and risks associated with the design and construction work.</p>
Project remit	<p>A document detailing the scope of the ASPRO services and support for the third party project. This will be developed using the Sponsors Instruction and any other scoping documentation related to the project. The remit is regularly reviewed and updated as the project progresses.</p>
Route Requirements Document (RRD)	<p>Document that transform higher level requirements defined at the start of the development phase into a set of route requirements to fulfil the business needs.</p> <p>NOTE: i.e. WHAT is the best OPTION to achieve the Client's business need.</p>
Safety and Environment Strategy	<p>A document that describes how safety and environmental issues will be managed throughout the project.</p> <p>NOTE: GRIP contains templates that can be used to advise on the content.</p>
Third Party	<p>Organisation other than Network Rail intending to undertake works that physically change or impact the operation, assets, design or other functionality of Network Rail's infrastructure.</p>

Ref:	NR/L2/CIV/095
Issue:	1
Date:	7 March 2020
Compliance date:	6 June 2020

Term	Definition
	NOTE: <i>Third Parties include Train and Freight Operation Companies and Station Operators, Local Passenger Transport Executives, the Department for Transport (DfT), DBFO (Design, Build, Finance Operate), Private Finance Initiatives, commercial developers.</i>
Construction Methodology	<p>Document describing what works will be undertaken (in each package of work) including how significant risks, identified in the Construction Phase Plan, arising from the works will be controlled, this includes construction methods statements and risk assessments.</p> <p>NOTE 1: <i>Network Rail equivalent is the Work Package Plan. The contractor may choose to use a WPP or their own methodology.</i></p> <p>NOTE 2: <i>NR/L2/OHS/0044; Planning and managing construction work – contains a model Work Package Plan.</i></p>
Implementation programme	<p>NRIM works with the Third Party support their submission of a detailed Implementation Programme for approval in principle by Network Rail.</p> <p>Network Rail's ability to provide the Services in accordance with the Implementation Programme is dependent upon the Customer meeting the agreed Implementation Programme.</p> <p>Please refer to ASPRO Agreement for more detail.</p>
Requirements Management Plan (RMP)	<p>Tailors the requirements processes to suit the unique circumstances of a project/programme, it describes all the processes, tools, roles and responsibilities associated with the development, management and validation of the requirements throughout the lifecycle of the project / programme.</p> <p>NOTE: <i>The RMP may be a stand-alone document or it may form part of a suite of governance documents such as Systems Engineering Management Plan, Project Management Plan, or Engineering Management Plan</i></p>

Table 2 – Terms and Definitions

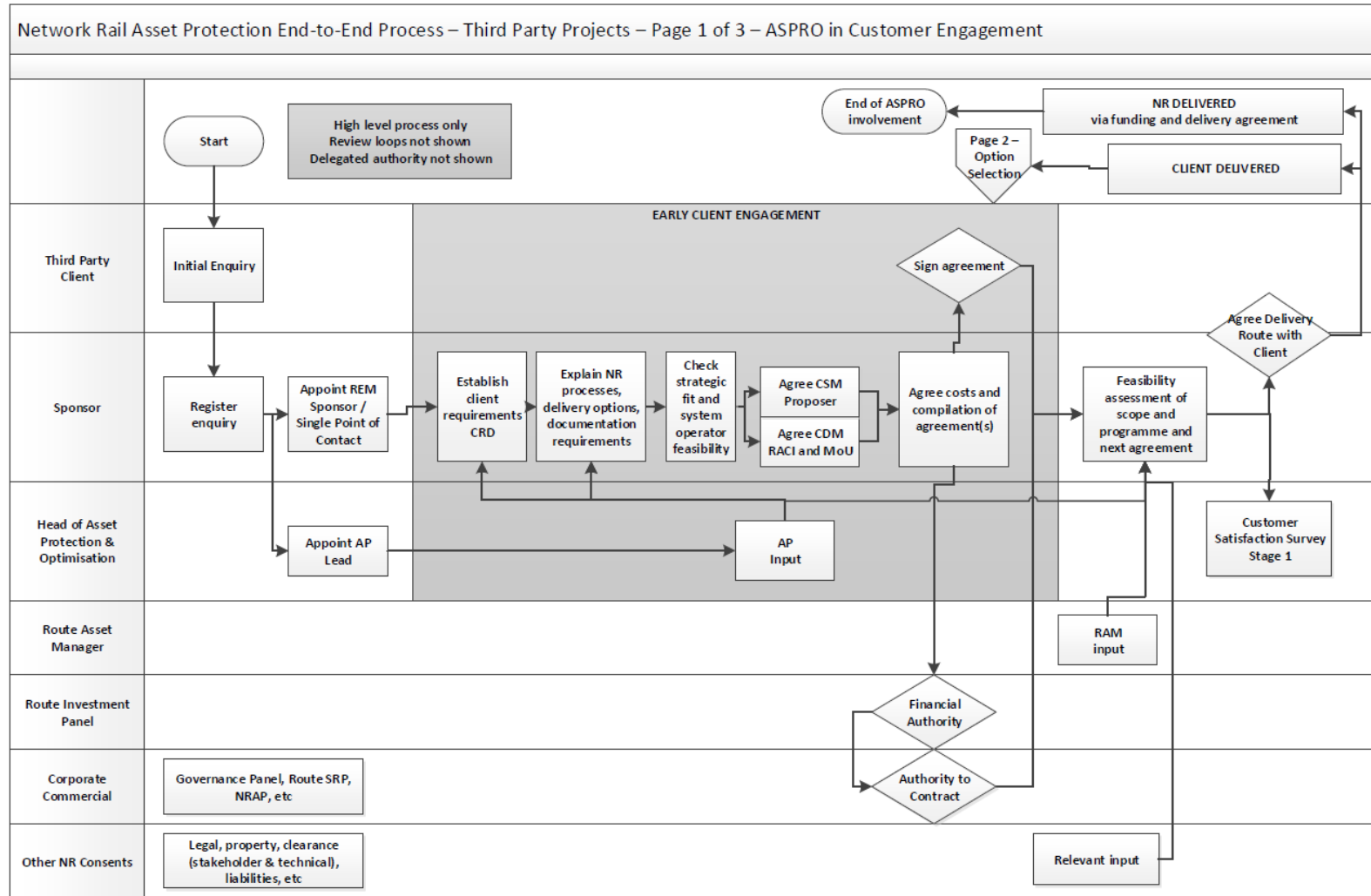
Ref:	NR/L2/CIV/095
Issue:	1
Date:	7 March 2020
Compliance date:	6 June 2020

Abbreviation	Term
APA	Asset Protection Agreement
ASPRO	Asset Protection and Optimisation
BAPA	Basic Asset Protection Agreement
NRAP	Network Rail Assurance Panel
ROGS	The Railway and Other Guided Systems (Safety) Regulations

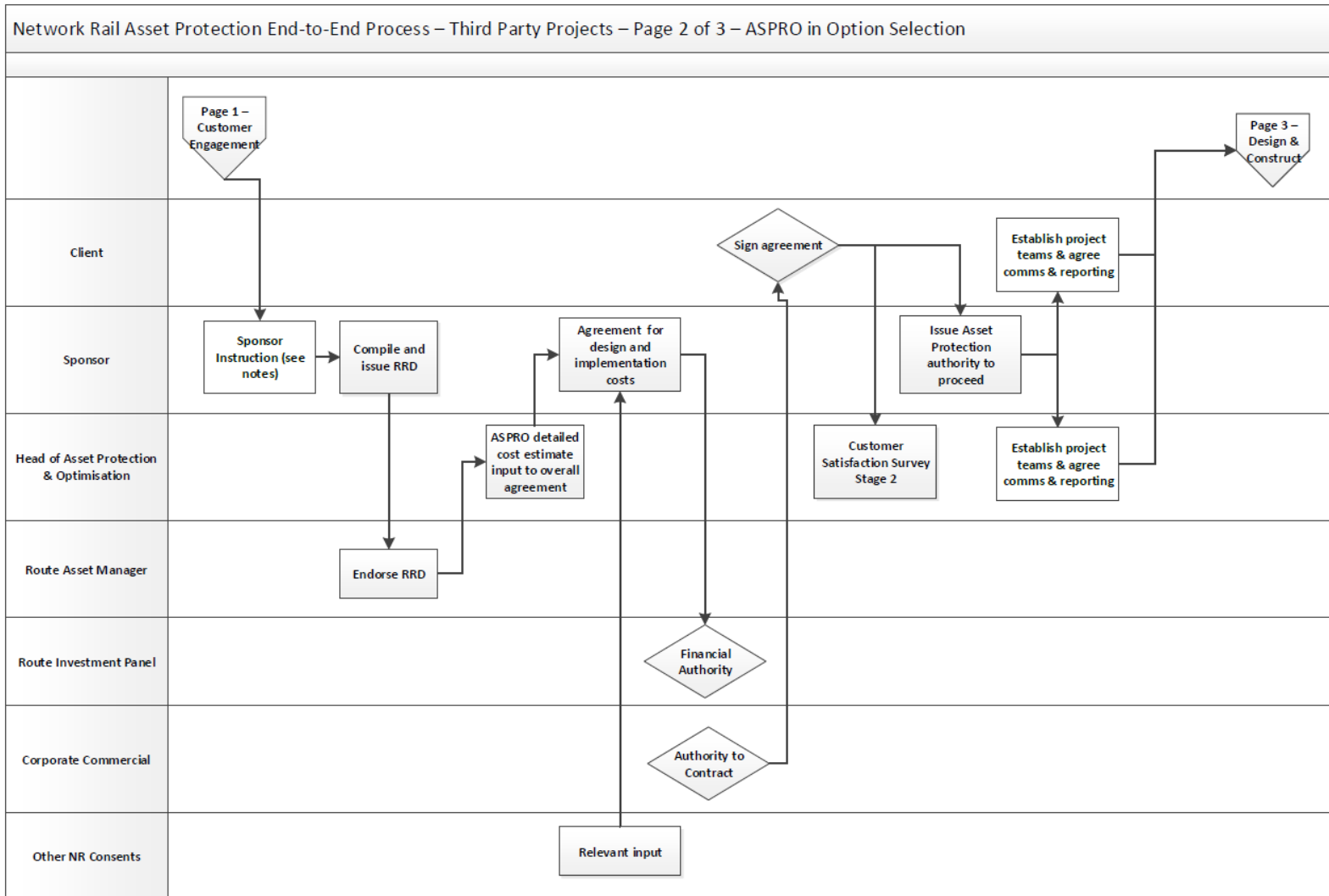
Table 3 - Abbreviations

Ref:	NR/L2/CIV/095
Issue:	1
Date:	7 March 2020
Compliance date:	6 June 2020

5 Third Party Asset Protection & Optimisation Business Process

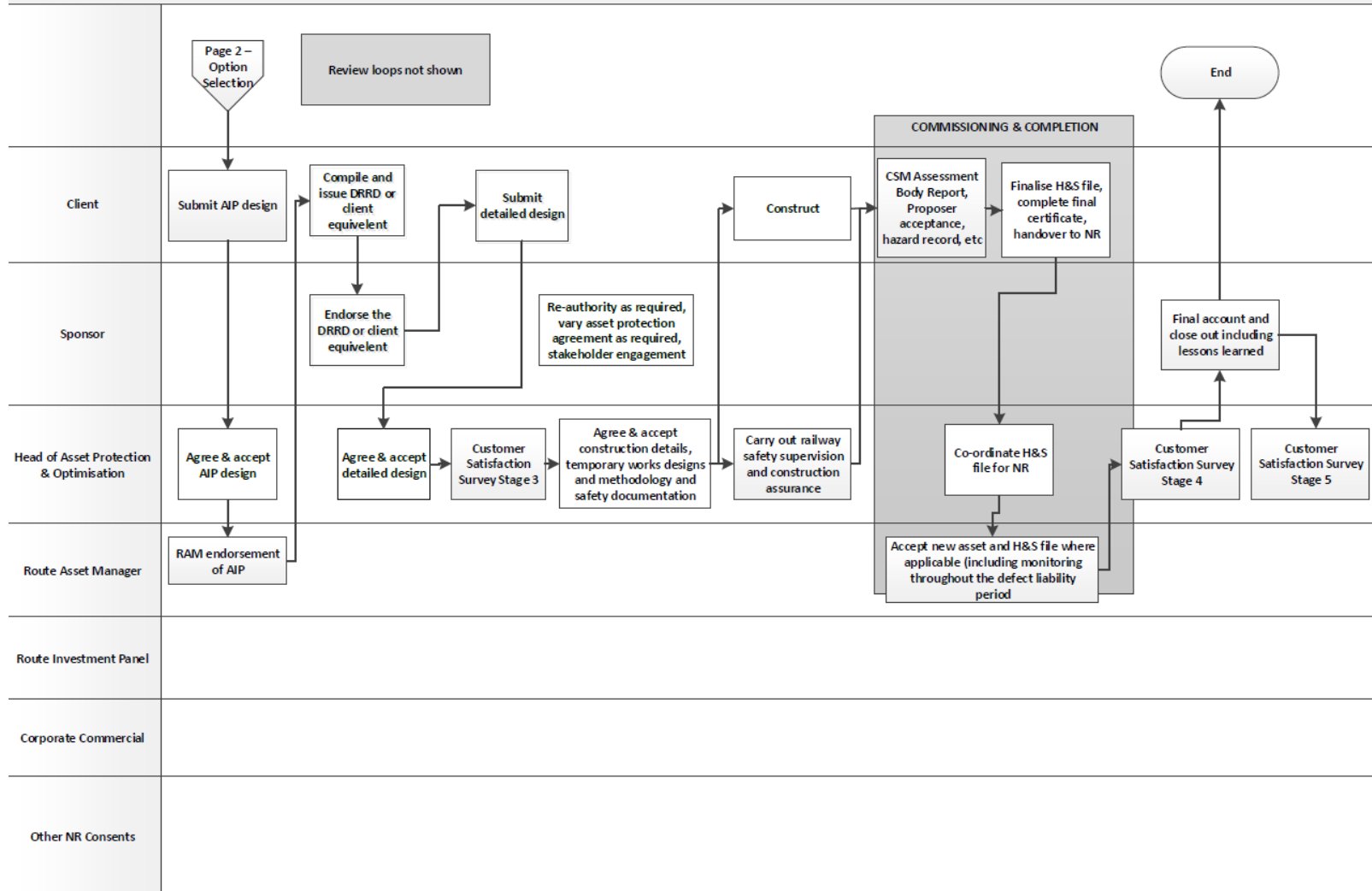


Ref:	NR/L2/CIV/095
Issue:	1
Date:	7 March 2020
Compliance date:	6 June 2020



Ref:	NR/L2/CIV/095
Issue:	1
Date:	7 March 2020
Compliance date:	6 June 2020

Network Rail Asset Protection End-to-End Process – Third Party Projects – Page 3 of 3 – ASPRO in Design, Construction & Completion



Ref:	NR/L2/CIV/095
Issue:	1
Date:	7 March 2020
Compliance date:	6 June 2020

6 Project Initiation

On initial contact from the Third Party their proposal shall be reviewed by the Sponsorship team, if ASPRO support is required a NR Sponsor shall be assigned to the project.

The Head of ASPRO shall be informed of newly proposed projects on a regular basis with the frequency to be set by Head of ASPRO.

From initial contact from a Third Party, ASPRO service level commitments shall be adhered to as detailed on the Network Rail website, under Open for Business.

The NR Sponsor shall make the Third Party aware of the content of this business process and standard NR/L1/CIV/094 and the Investing in the Network guidance document.

NOTE 1: *The NR Sponsor should provide guidance to the Third Party in the early stages of project inception on the feasibility of the proposed project scope, the applicable Network Rail processes, identify appropriate Network Rail contacts, determine the appropriate authorisation processes with NRAP and any other project development issues as required.*

NOTE 2: *Network Rail do not mandate the use of Governance for Railway Investment Projects (GRIP) for Third Parties, this is an internal Network Rail framework, however should work with the Third Party to check a suitably equivalent and robust methodology is being used (e.g. Royal Institute of British Architects (RIBA)).*

The NR Sponsor shall consult the System Operator as to the strategic fit and acceptability of the Third Party project. If the System Operator objects, with reasons, or imposes conditions, the NR Sponsor shall inform the Third Party.

The Head of ASPRO and NR Sponsor shall confirm that property clearance processes are completed.

NOTE 3: *see NR/L2/PRO/001 Property Clearance Process.*

The NR Sponsor shall consult the Head of ASPRO, Property Directorate, and Route Assets Manager(s), Route Business Development/Sponsorship, and other functions as appropriate to the Third Party project to obtain approval that the Third Party project is viable and recp supported by ASPRO.

The NR Sponsor shall inform the Third Party of any objections with reasons, or conditions imposed.

The NR Sponsor shall create a Sponsors Instruction. It shall include the arrangements for:

- a) co-ordination and liaison with the Third Party; and
- b) adequate ASPRO Agreements (e.g. BAPA, APA) to be drawn up by which the Third Party works shall be progressed;
- c) identifying the initial extent of ASPRO involvement/Scope of Services.

The Sponsor's Instruction shall be issued to the Head of ASPRO containing the initial requirements, responsibilities and scope of services known at this stage. This shall be reviewed and agreed by the Head of ASPRO.

The Head of ASPRO shall appoint a Network Rail Interface Manager (NRIM) and jointly review the Sponsor's Instruction.

Ref:	NR/L2/CIV/095
Issue:	1
Date:	7 March 2020
Compliance date:	6 June 2020

NOTE 4: *The NRIMs role is to support the day to day activity of the Third Party scheme from a Network Rail safety and assurance perspective.*

The NRIM shall provide the estimated cost, based on the Third Party project requirements, to the NR Sponsor for onward communication to the Third Party. This shall include a detailed breakdown of hours, rates and assumptions.

NOTE 5: *see Appendix B for best practice example.*

The NR Sponsor in consultation with the Head of ASPRO shall put in place an appropriate form of contractual agreement with the Third Party (e.g. BAPA, APA) in accordance with the Delegation of Authority Policy.

Agreements are generally authorised after Investment Authority is given.

The NR Sponsor shall obtain investment authority.

NOTE 6: *See NR/L2/RSE/100.*

NOTE 7: *Arrangements for these activities are set out in NR/L3/INI/P3M/122; Governance for Railway Investment Projects (GRIP) Leading a project.*

The NR Sponsor shall provide a copy of the signed ASPRO agreement to the Head of ASPRO, and the NRIM and the Director, Corporate Commercial, unless, in the last case, the agreement has been authorised within the Route under authority delegated by the Director, Corporate Commercial.

The NR Sponsor shall act as the single point of contact until the ASPRO Agreement(s) are signed. The NR Sponsor shall retain responsibility for ongoing contract management.

The NRIM shall act as day to day single point of contact during the project.

The NR Sponsor shall inform the Third Party the name and contacts of the NRIM.

NOTE 8: *The single point of contact should have the necessary competence and resources, or have access to such additional competence, resources and advice as may be necessary, to discharge the responsibilities of the role regardless of which function they are aligned to.*

The NR Sponsor shall work with the Third Party to agree a CDM strategy.

7 Requirements Management Framework

This Requirements Management Framework (RMF) covers all externally delivered projects that can influence or import risk to Network Rail as decided by the relevant Route Business, including operational infrastructure, stations and other lands. This RMF does not cover in-house Network Rail maintenance work.

ASPRO teams shall support Third Parties through the RMF process to manage all requirements for ASPRO schemes which fall under the obligations of an ASPRO Agreement.

NOTE 1: *The RMF is recommended to support in capturing robust requirements, however if the Third Party has a similar framework to capture requirements that is acceptable and agreed by the NRIM then please work with the Third Party in developing their requirements using their framework.*

Figure 1 provides guidance to the Sponsor regarding the requirements documentation expected for ASPRO schemes based on the Level of Control (LoC) applied in accordance with NR/L2/INI/P3M/101.

Ref:	NR/L2/CIV/095
Issue:	1
Date:	7 March 2020
Compliance date:	6 June 2020

Level of Control			
	LoC4	LoC3	LoC1-2
RMP	Required	Required	Required
CRD	Not required	Recommended	Required
RRD	Recommended	Required	Multiple required
DRRD	Required	Multiple required	Multiple required

Figure 1 - Level of Control

Network Rail shall support all Third Parties in following the project, programme and portfolio management (P3M) framework (or equivalent) as set out in NR/L1/INI/P3M/100, including the requirements management processes outlined in NR/L2/INI/P3M/104 and NR/L3/INI/P3M/126.

The NR Sponsor shall liaise with the Third Party to determine their project requirements, including key project milestones, to develop the client requirements and highlight specific products set out in the ASPRO Agreement(s).

NOTE 2: A Network Rail Client Requirements Document (CRD) template is available on the GRIP Hub site. An equivalent product that is acceptable to Network Rail may be used by the Third Party.

The NR Sponsor shall issue the CRD to the NRIM for acceptance.

NOTE 3: The client requirements for submission to NRAP are usually captured in the Network Rail Client Requirements Document template, but equivalent document can be submitted by the Client if agreed with Network Rail, however NRAP may mandate use of the CRD for some projects depending on the Level of Control.

The NR Sponsor shall liaise with the Route Asset Managers (RAM) to prepare and issue the Route Requirement Document (RRD). The RRD shall include a fully referenced matrix of defined route requirements with parent / child links to the CRD requirements. The RRD shall be approved by the RAM(s) and issued to the Third Party and Asset Protection Engineer for information.

The NR Sponsor shall work with the Third Party to develop a detailed route requirement document.

NOTE 4: A Network Rail Detailed Route Requirement Document (DRRD) template available on the GRIP Hub site which we would recommend that Third Parties use, however if they have an equivalent product that is acceptable to Network Rail then the Third Party can use this.

The NR Sponsor shall issue the DRRD to the NRIM for acceptance.

NOTE 5: i.e. parent to child relationship for the breakdown of the requirements and satisfaction in reverse. All requirements should be proven through linkages and evidence to the parent (source) requirement.

NOTE 6: RMF tools, templates and best practice examples can be found on the Requirement Management section of the GRIP Hub site.

Ref:	NR/L2/CIV/095
Issue:	1
Date:	7 March 2020
Compliance date:	6 June 2020

8 Project Start-up

Network Rail shall appoint the relevant internal roles and accept the Third Party roles in accordance with NR/L2/INI/02009.

The NRIM shall arrange and facilitate an initial project 'kick-off' meeting with the Third Party to determine:

- a) the day to day coordination and liaison arrangements;
- b) the format and frequency of meetings and reporting;
- c) the project management methodology;
- d) the products required for project and technical assurance;
- e) the requirements management process;
- f) the change control process;
- g) the document management process and system;
- h) implementation programme; format and frequency;
- i) any other requirements relevant to the project.

The NRIM shall highlight to the Third Party that the ASPRO Agreement includes:

- a) all planned access and possession arrangements, isolations and safety staff are to be arranged by ASPRO NRIM in compliance with advance notice responsibilities for access planning in accordance with NR/L2/OPS/202.
- b) that a Network Rail Responsible Manager shall be appointed in accordance with NR/L2/OHS/019;
- c) Third Party is required to comply with legislation and regulations, Railway Industry Standards, Network Rail standards, other industry rules, standards and requirements relevant to the proposed work except where a project specific derogation is agreed by Network Rail;
- d) the Third Party requires Network Rail acceptance of appointments of CDM roles including Principal Designer;
- e) Network Rail are required to approve all Contractors, of which the Principal Contractor is one, (but not in relation to their explicit role as Principal Contractor under CDM).

9 Project delivery phase

9.1 Design

Before design work starts, the NRIM shall work with the Third Party to establish the deliverables appropriate to the scheme.

Design or construction projects that follow GRIP shall adhere to NR/L2/ENV/015.

NRIM shall carry out an Environmental and Social Appraisal (ESA) and for the design/contractor to submit an Environmental and Social Management Plan based on the outcomes of the ESA.

Ref:	NR/L2/CIV/095
Issue:	1
Date:	7 March 2020
Compliance date:	6 June 2020

For projects not following GRIP the NRIM shall work with the Third Party to agree appropriate equivalent deliverables.

NRIM in consultation with the Asset Protection Engineer shall specify the extent to which Network Rail may review the designs prepared by the Third Party. Design reviews and response to technical queries shall be provided by the ASPRO team and feedback shall be through the NRIM to the Third Party.

The NRIM shall collate and issue the Network Rail input to the Third Party pre-construction information pack.

All planned access, possessions and isolations shall be arranged by ASPRO on behalf of the Third Party. All arrangements shall comply with advance notice responsibilities for access planning in accordance with NR/L2/OPS/202.

9.2 Pre-Construction

Before construction work starts, the NRIM shall:

- a) obtain the Construction Phase Plan, Construction Methodology and associated task briefs from the Principal Contractor;
- b) review and respond to the Construction Phase Plan and Construction Methodology in conjunction with the Asset Protection Engineer.

If satisfied the works shall not introduce unacceptable system or health and safety risks to Network Rail Infrastructure, the NRIM shall confirm acceptance of the Construction Phase Plan and Construction Methodology.

NOTE 1: in accordance with NR/L2/OHS/0044, and authorisation obtained as applicable under Network Rail's Safety Verification Scheme or under Railways (Interoperability) Regulations.

The NRIM shall work with the Principal Contractor to arrange a Dilapidation Survey in accordance with NR/L2/MTC/089.

The NRIM shall request from the Third Party their formal monitoring, inspection and review programme, providing assurance that work is carried out in accordance with the accepted Safety and Environment Strategy, Construction Phase Plan and Construction Methodology.

NOTE 2: For arrangements relating to Engineering Access required for the survey refer to NR/L1/CIV/094.

Core/permanent works shall not commence on site until NR/L2/MTC/089/AMP0012 has been authorised by the [Discipline] Maintenance Engineers affected by those works in accordance with NR/L2/MTC/089.

NOTE 3: This is a red clause in NR/L2/MTC/089; Arrangements for the exchange of asset data and the continuing maintenance of assets undergoing change

10 Construction Phase

During construction work, the NRIM shall:

- a) manage change control of the accepted Construction Phase Plan and Construction Methodology in accordance with NR/L2/OHS/0044;

Ref:	NR/L2/CIV/095
Issue:	1
Date:	7 March 2020
Compliance date:	6 June 2020

- b) confirm ongoing asset maintenance during the period of the Third Party works are carried out in accordance with an Asset Management Plan;

NOTE 1: *This should include the relevant Asset Managers and Station Facilities Operator and Local Authority if required.*

- c) confirm that the Asset Management Plan includes arrangements for Network Rail maintenance personnel to be granted access into areas controlled by the Principal Contractor under the CDM Regulations.

NOTE 2: *This should be completed in accordance with NR/L2/MTC/089; Arrangements for maintenance of new and changed assets.*

During the construction phase the NRIM shall request regular progress updates on the works from the Principal Contractor in accordance with the ASPRO Agreement.

NOTE 3: *Any changes to timescales, which may impact on the arrangements for the health and safety of the workforce, railway operations, passengers or members of the public, shall be specifically drawn to their attention.*

Emergency arrangements shall be detailed in the Construction Phase Plan and the Construction Methodology. The NRIM shall obtain from the Principal Contractor the arrangements to stop work immediately in emergency situations.

NOTE 4: *Principal Contractor has a duty to stop work in an emergency situation under Health and Safety at Work Act.*

The NRIM shall support the Principal Contractor to coordinate assurance activities to confirm that the works, including any asset maintenance for which the Principal Contractor is responsible, are carried out in accordance with the ASPRO Agreements. This shall be done in conjunction with the accepted design and specification, Construction Phase Plan and the Construction Methodology.

NOTE 5: *These assurance activities satisfy the Third Party and ASPRO (e.g. monitoring, inspection, testing, audit and supervision).*

The NRIM shall support the Third Party processes to manage the correction by the Principal Contractor of any sub-standard work identified. The consequences of the adverse effects of changes to timescales upon possession planning and other projects shall be the responsibility of the Third Party.

The Network Rail Construction Manager shall determine on the basis of rail related risk and performance the frequency of assurance and on-site monitoring, to all or part of the works in order to discharge Network Rail's duties as Infrastructure Manager and to assess the Principal Contractor's compliance with the Safety and Environment Strategy, Construction Phase Plan and Construction Methodology.

Network Rail shall have the right to carry out and/or validate any formal in-process and post-completion tests and inspections of any new or altered assets to confirm their compliance with their approved/accepted design in accordance with the ASPRO Agreement.

The Network Rail Construction Manager, in conjunction with the Designated Project Engineer, shall check that non-compliances identified through Network Rail's assurance activities are corrected by the Principal Contractor.

NOTE 6: *Non-compliances can be identified against the accepted design, accepted Construction Methodology, accepted Construction Phase Plan, relevant Railway Group Standards or Network Rail Company Standards.*

Ref:	NR/L2/CIV/095
Issue:	1
Date:	7 March 2020
Compliance date:	6 June 2020

Where Network Rail confirms a non-compliance that could affect the safety of the railway, the NRIM shall instruct the Principal Contractor to suspend or terminate work and take immediate action to correct the non-compliance.

Where applicable the NRIM shall check that before any element of the Third Party works is taken into use for the operation of Network Rail Managed Infrastructure, that an authority has been obtained to that effect from either a Competent Independent Person (CIP) appointed by NRAP under NR's Safety Verification system under ROGS, or an authorisation from the Safety Authority for Interoperable Projects in accordance with the ASPRO Agreement.

The NRIM shall advise that the Principal Contractor make arrangements for the removal of all debris, plant, equipment and materials from site as outlined in the ASPRO Agreement:

1. on completion of the works;
2. as necessary during the works, and
3. for maintaining it secure from trespass and vandalism.

Upon completion of the works, the Third Party shall inspect the infrastructure with the Network Rail Construction Manager, the Infrastructure Maintenance representative and others in accordance with 'Taking over walkout' in NR/L2/MTC/089. Any defects identified shall be rectified within agreed time scales with the NRIM.

11 Completion

11.1 Construction completion

The NRIM shall work with the Third Party to follow the Staged and Core works completion process in accordance with NR/L2/MTC/089 and the ASPRO Agreement.

11.2 Taking over

The NRIM shall work with the Route Asset Managers and the Third Party to follow the taking over process in accordance with NR/L2/MTC/089 and the ASPRO Agreement.

11.3 Project completion

The NRIM shall work with the Third Party to follow the Close Project process in accordance with NR/L2/MTC/089 and the ASPRO Agreement.

11.4 Commercial completion

The NRIM shall confirm to the NR Sponsor that the agreed ASPRO services are complete.

At the end of the project the NR Sponsor shall close the ASPRO Agreement in accordance with the terms of Investment Authority and in correspondence with the Third Party.

The NR Sponsor and Head of ASPRO shall confirm that all internal stakeholders are aware of and commit to meeting the Service Levels set out in the ASPRO Agreement.

Ref:	NR/L2/CIV/095
Issue:	1
Date:	7 March 2020
Compliance date:	6 June 2020

The NR Sponsor shall carry out final account and close out activities in accordance with NR/GN/INI/P3M/150 and NR/L3/INI/P3M/122.

11.5 Service Levels and Customer Satisfaction

ASPRO service levels are outlined in the Third Party ASPRO Agreements and are reported on the Network Rail website.

The NR Sponsor shall work with the Head of ASPRO to agree who sends out customer satisfaction surveys to Third Parties at the various key stages of their project (following the Third Party end to end business process).

NOTE: ASPRO Customer satisfaction scores are reported on the Network Rail website.

11.6 Escalation

Any issues that are unable to be resolved between ASPRO teams and the Third Party should firstly be escalated to the Route Head of ASPRO, and then follow the escalation and dispute resolution process outlined in the ASPRO Agreement.

12 Railway and other legislation

12.1 CDM on Third Party works

Unless otherwise agreed, the Third Party shall act as the only Client under the Construction (Design and Management) Regulations (CDM) including appointment of a Principal Designer and a Principal Contractor.

Network Rail shall undertake certain client duties under CDM including provision of preconstruction information in its possession.

The NRIM shall confirm that the Third Party has appointed a Principal Designer acceptable to Network Rail as per the ASPRO Agreement(s). The NRIM shall review and accept the appointment of the designers for all or part of the works.

The NRIM shall confirm that the Third Party has appointed a Principal Contractor acceptable to Network Rail as per the ASPRO Agreement(s). The Principal Contractor shall hold relevant and necessary consents, approvals, permissions, licences.

The NRIM shall confirm that the Principal Contractor hold competencies and capabilities relevant to the works being undertaken by requesting all appropriate licences and permits.

As part of Network Rail's input into the Third Party's preconstruction information pack, the NRIM shall provide the Third Party details of site-specific hazards associated with the works and their location.

NOTE 1: Such details shall include, where applicable, the Hazard Directory, buried services, local information from Maintenance or the RAM and any Health and Safety File information and Environmental and Performance Social Appraisal (GRIP Deliverable or Third Party equivalent) from previous construction work undertaken.

The NRIM shall work with the Third Party Principal Contractor to review and accept in principle a programme for the delivery of the works.

Ref:	NR/L2/CIV/095
Issue:	1
Date:	7 March 2020
Compliance date:	6 June 2020

NOTE 2: *The same organisation may act as both Third Party and Third Party Principal Contractor provided it meets the necessary competence requirements for both roles. There should be a clearly defined separation and no conflict of interest between personnel discharging Third Party and Third Party Principal Contractor responsibilities.*

12.2 Common Safety Method for Risk Evaluation and Assessment Regulation (CSM-RA)

The Third Party is the Proposer under CSM-RA unless agreed otherwise between Network Rail and the Third Party.

The NR Sponsor shall confirm which company or organisation is in charge of implementing the change and request that the Third Party provides written confirmation of said Proposer.

NOTE 1: *i.e. the 'Proposer' under CSM.*

The NRIM shall work with the Third Party to use the risk management framework defined by the Commission Implementing Regulation (EU) 402/2013 on the Common Safety Method for Risk Evaluation and Assessment and in accordance with NR/L2/RSE/100/02.

The NR Sponsor shall provide a copy of Third Party project's CSM-RA System Definition and Hazard Record as submitted to NRAP to the appropriate RAM(s).

The NR Sponsor shall be accountable for submitting applications for Third Party projects to NRAP in accordance with NR/L2/RSE/100/01.

The NRIM shall support reviews and updates to the Third Party project's System Safety Plan at regular intervals to confirm early notice of any rail related risks likely to be residual.

NOTE 2: *i.e. handed back to NR at the end of the project (this is not a full safety review of the third party).*

12.3 Railway (Interoperability) Regulations

Network Rail complies with the Railway (Interoperability) Regulations.

The NRIM shall check that the Third Party project is in accordance with the NR/L2/RSE/100/03.

13 Asset Management Plan (AMP)

13.1 AMP: General

The NRIM shall confirm that the requirements defined in NR/L2/MTC/089 are shared with the Third Party.

A project shall not be closed until the safety measures, safety requirements and any residual risk from the Hazard Record have been formally accepted by and transferred to the Maintenance Manager or Asset Owner.

13.2 Maintenance of Assets

The NRIM shall support the Third Party in understanding and developing their AMP documentation and maintenance responsibilities in accordance with NR/L2/MTC/089.

Ref:	NR/L2/CIV/095
Issue:	1
Date:	7 March 2020
Compliance date:	6 June 2020

NRIM shall review, comment and accept records of any new or altered infrastructure in accordance with the agreed AMP for the specific project.

On completion of the Third Party works, accountability of all maintenance activity shall be transferred to the relevant infrastructure manager.

The NRIM shall check that the documentation provided is processed in accordance with the Asset Management Plan, provided to the Project Interface Co-ordinator and relevant Asset Managers, then archived in accordance with relevant Network Rail requirements.

The NRIM shall receive the completed the Health and Safety File on behalf of Network Rail as outlined in the ASPRO Agreement and hand over to the relevant Route Asset Manager for ownership and management.

14 Stations and Depots

The Head of Asset Protection shall advise on the appropriate ASPRO Agreements and consent processes where Network Rail is not the Infrastructure Manager.

This does not replace the requirements stated within the lease, letting conditions, and Access Conditions, to safely manage or authorise construction within the station or depot lease areas.

NOTE: *In some circumstances Network Rail is not the Infrastructure Manager, for example at certain stations and depots. This can be verified by checking the contractual framework (The lease, the letting conditions, and the Station/Depot Access Conditions).*

Ref:	NR/L2/CIV/095
Issue:	1
Date:	7 March 2020
Compliance date:	6 June 2020

Appendix A Example of Estimation

Below is an example of the level of detail that should be included in an estimation.

NOTE: provide the Third Party with as much information as possible.

Scheme Title:						Project Number			
Services for:						WorkBank Ref.			
Estimate Number						Local Office:			
		Network Rail Personnel	Job Role	No. of Shifts	Hrs per Shift	Total Hrs	Rate £	Total £	Notes
1	Band 1	Senior Programme Manager				-	151.30	-	
2	Band 2	Programme Manager				-	112.27	-	
3	Band 3	Asset Protection Project Manager				-	84.49	-	Project Authorisation/ Sign off Estimate
		Senior Asset Protection Engineer				-	84.49	-	EMP Authorisation/ sign off BAPA
		Project Engineer	Civils			-	84.49	-	
		Project Engineer	E & P			-	84.49	-	
		Project Engineer	Telecoms			-	84.49	-	
		Project Engineer	Signalling			-	84.49	-	
		Project Engineer	Track			-	84.49	-	
		Works Agreement Manager				-	84.49	-	
		HSQE Specialist				-	84.49	-	
4	Band 4	Designated Project Engineer				-	84.49	-	
		Commercial Manager				-	60.21	-	Commercial Review
		Construction Manager				-	60.21	-	Arrangement times, management of NWR resources
		Scheme Project Manager				-	60.21	-	
5	Band 5	Asset Protection Engineer				-	60.21	-	
		Project Commercial Assistant				-	48.94	-	Commercial reviews, office duties, invoicing
		Project Management Assistant				-	48.94	-	Delivery of project, site visit, MS review,
		Assistant Asset Protection Engineer				-	48.94	-	
		Planning Assistant				-	48.94	-	Possession Planning
		Works Scheduler				-	48.94	-	SSOWP
		Assistant Construction Manager				-	48.94	-	PICOP meeting
6	Band 6	Assistant Construction Manager	Coss			-	48.94	-	Possession
		Assistant Construction Manager	Engineering Supervisor			-	48.94	-	Possession
		Project Commercial Support				-	39.40	-	
7	Band 7	Team Organiser				-	33.32	-	Office Duties
8	Band 8					-	27.24	-	
						-	Sub-Total	£	-
				No.					
9	Possession Management	Disruptive Possession Fee (Outside ROTR)					Price Subject to Individual Request		
		Line Blockage			@		300.00	-	
		Up to 8 hours			@		1132.00	-	
		(Shared Possession - 50% discount)			@		566.00	-	
		Up to 12 hours			@		1698.00	-	
		(Shared Possession - 50% discount)			@		849.00	-	
10	Isolations	Planning Package			@		532.22	-	
		ECR Charge Per Isolation			@		300.00	-	
		4 man team upto 12 hours / shift			@		1238.29	-	
		4 man team upto 8 hours / shift			@		762.78	-	
						-	Sub-Total	£	-
12	Other Costs				@				
						-	Sub-Total	£	-
The estimate is based on rates & VAT from 1st April 2013, which are valid until 31 March 2014 and will be subject to index linked increases for future years and any VAT adjustments							NET TOTAL	£	VAT will be added at the rate currently in force
Advance Payment Terms 100% / 50% / PO till value & 2 x Original Signed BAPA's		50%	=	£0.00			GRAND TOTAL	£	including VAT @ 20%
Prepared By:		Checked By:					Approved By:		
Date:		Signature:					Signature:		