

Ref:	NR/L2/CIV/095
Issue:	2
Date:	3 December 2022
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Level 2

Business Process

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


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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

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- Guidance is presented with a dotted green sidebar.
- Guidance is not monitored for compliance.
- Alternative solutions should be documented to demonstrate effective control.

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Compliance

This Network Rail standard/control document is mandatory and shall be complied with by Network Rail Infrastructure Limited and its contractors if applicable from 4 March 2023

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 or Project Acceleration in a Controlled Environment (PACE) phase. In all other circumstances, projects that have formally completed GRIP Stage 3 (Option Selection) or PACE strategic development & project selection phase may continue to comply with any relevant Network Rail standards/control documents that were current when GRIP Stage 3 or PACE phase 1 was completed.

NOTE 1: Legislation includes National Technical Specification Notices (NTSNs)

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

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

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Issue record

Issue	Date	Comments
1	March 2020	New. Replacing withdrawn NR/L2/INI/CP0043
2	December 2022	Updated to reflect changes to the Network Rail structure and ways of working (including aligning with the PACE framework)

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/RSE/02009	Engineering Management for Projects
NR/L2RSE/02009/01	Assessment for Project Engineering Roles
NR/L2/OHS/0044	Planning and Managing Construction Work
NR/L3/OHS/005	Design and Construction Management in a High Street Environment
NR/L2/ENV/015	Environment and Social Minimum Requirements – Design and Construction
NR/L2/OHS/0047	Managing Health and Safety in Construction (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/100/02	Application of the Common Safety Method for Risk Evaluation and Assessment
NR/L2/RSE/100/03	The application of the Railways (Interoperability) Regulations for Network Rail
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/L2/P3M/201	Project Acceleration in a Controlled Environment (PACE)
NR/L2/PRO/001	Property Clearance Process
NR/L2/OHS/0047/F0050	Third Party Client Appointment Letter Template
NR/L2/OPS/202	Principles, Timescales and Functional Responsibilities for Engineering Work, Access and Heavy Resource Planning

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Other Network Rail Documents

- Network Rail Health and Safety Management System (HSMS)
- Stakeholder Relations Code of Practice
- Capital Investment and Delivery Policy

Legislation

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

- 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 (Approved Code Of Practice 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.

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1 Purpose

The purpose of this business process is to support 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 will vary depending on the requirements of individual projects, this will be agreed between the Head of Asset Protection and the Network Rail Sponsor assigned on a project basis. 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 Managing Health and Safety in Construction (Application of the Construction (Design and Management) Regulations to Network Rail) and NR/L2/INF/02202 Records Management of Health and Safety Files.

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 station or depot 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/L3/OHS/005, *Design and Construction Management in a High Street Environment*.

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3 Roles and Responsibilities

3.1 Third Party Process RACI

<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>		Head of ASPRO	ASPRO Interface Manager	Asset Protection Engineer	Network Rail (NR) Sponsor	Corporate Commercial Manager	ASPRO Construction Manager	Asset Owner
1.	Managing initial Third Party ASPRO enquiry	C		I	A, R	C		C
2.	Register enquiry as ASPRO project	C			A, R	C		I
3.	Appoint Scheme 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 and feasibility for proposed Third Party scheme	I	I	I	A, R			C
7.	Confirm that the Property Clearance Process is Complete	C	R	C	A			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	R	I	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 Common Safety Method (CSM) proposer	I	I		A, R		I	

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<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>		Head of ASPRO	ASPRO Interface Manager	Asset Protection Engineer	Network Rail (NR) Sponsor	Corporate Commercial Manager	ASPRO Construction Manager	Asset Owner
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.	Client requirement defined and baselined	C	C	C	A, R			C
23.	Compile and issue route/region requirements	I	I	I	A, R			C
24.	Work with Third Party to develop and issue detailed requirements		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			A, R	C	C	R	C
29.	Agree AIP design	A	R	R			R	C
30.	Agree detailed design	A	R	R			R	C

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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

3.2 Network Rail (NR) Sponsor

The NR sponsor is 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 Scheme Sponsor is appointed by the relevant route/regional Business Development/Sponsorship/ASPRO organisation, depending on the devolved structure.

The role of NR Sponsor works in accordance with the principles and processes outlined in the suite of Project Acceleration in a Controlled Environment (PACE) standards (NR/L2/P3M/220 to NR/L2/P3M/226).

Key accountabilities are:

- Act as initial point of contact for third party enquiries and maintain records of all initial enquiries;
- Supporting the Third Party through the endorsement process for the proposal from relevant senior stakeholders (e.g. Property, Asset management, Business Development, etc) of their proposals;

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- c) Promote awareness provide advice on how to access Network Rail standards.. Inform the Third Party of the need to apply Railway Group standards applicable to their scheme, as well as any other legislation or good practice;
- d) Understanding and checking compliance with all applicable Network Rail policies;
- e) Negotiating, seeking authorisation of and managing the appropriate ASPRO Agreements with the Third Party in accordance with the Delegation of Authority Policy.
- f) Managing the contract and investment related elements of 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 Network Rail Assurance Panel (NRAP) and attend System Review Panels and achieve the requisite approvals to confirm the project's compliance with the Common Safety Method and Railways (Interoperability) Regulations 2011;
- i) Follow all relevant Network Rail governance processes as required by the project (e.g. investment authority);
- j) Regularly communicate with the Head of ASPRO regarding Third Party projects status, progress and reporting;
- k) Making adequate arrangements in collaboration with the Third Party to confirm that their works are carried out in accordance with standards, particularly:
 - 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 Railways (Interoperability) Regulations for Network Rail); and
 - 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 individuals assigned to roles within each project;
- b) Producing an ASPRO Project Remit detailing the services to support the Third Party scheme;

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- c) Having awareness 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 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 customer's 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; and
- 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 standard, the project sponsor's instruction and other relevant Railway Group Standards and Network Rail 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;
- 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 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);

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- i) Supporting the Third Party in complying with 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;
- k) 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;
- l) 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;
- m) Maintaining adequate records regarding decisions and agreed actions in relation to the management of the works;
- n) Supporting the Third Party in complying with standard NR/L2/INF/02202 (Records Management of Health and Safety Files); confirming the content of the Health and Safety File from the Third Party in respect of the works and arranging hand back of the Health and Safety File to the National Records Group; and
- o) Facilitating and recording lessons learned in the lessons learned library. The NRIM can access this via MyConnect. This supports continuous improvement.

3.5 ASPRO Construction Manager

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

Key construction assurance activities include:

- 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 Asset Management 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;

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- 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; and
- j) Provides construction superintendence and assurance of the Third Party scheme.

NOTE: Network Rail does not undertake clerk of works duties, but superintends to confirm that the agreed Construction Methodology is complied with, including 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); and
- c) Acting in accordance with ASPRO Agreement(s).

3.7 Designated Project Engineer (DPE)

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

3.8 Principal Contractor

The Principal Contractor is 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 in CDM and include to plan, manage, monitor and coordinate health and safety during this phase, when all construction work takes place.

3.9 Principal Designer

A Principal Designer is 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 the pre-construction phase, when most design work is carried out.

4 Terms, Definitions and Abbreviations

For the purpose of this document, the terms and definitions in Table 2 apply and the abbreviations in Table 3 apply.

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Term	Definition
Access Conditions	The National Station Access Conditions, The National Depot Access Conditions, and any bespoke set of Access Conditions registered on the Office of Rail and Road Public Register.
ASPRO Agreements	Contractually binding document signed by Network Rail and the Third Party setting out the relationship between the parties, their respective rights and obligations. 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 from the Corporate Commercial team. NOTE 2: In addition to health and safety terms, the Agreement contains commercial, operational and engineering terms, and include the provisions (including standards) for the protection of Network Rail's interests during the course of the works.
Asset Management Plan (AMP)	Clear description of the roles and responsibilities of all parties involved with ongoing maintenance and how the interfaces between them are managed. The AMP also identifies 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. The AMP should define when the Third Party is to provide any training; as-built drawings; weld certificates; testing and commissioning certificates; operating and maintenance manuals and other deliverables as appropriate. NOTE: Please refer to NR/L2/MTC/089 for AMP guidance
Asset Owner	Generic term referring to the route/regional roles covering the safe and responsible management of the assets within their specific route/region.
Client	An organisation or individual having a construction project carried out in connection with a business. NOTE: The CDM regulations apply to both domestic and commercial clients. This standard is for commercial clients only. A client has responsibility to make suitable arrangements for managing a project.
Construction Methodology	Document describing what works will be undertaken (in each package of work) including how significant risks arising from the works and identified in the Construction Phase Plan, arising from the works will be controlled. This

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Term	Definition
	<p>includes construction methods statements and risk assessments.</p> <p>NOTE 1: <i>The Network Rail equivalent is the Work Package Plan (WPP). 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>
Construction Phase Plan	<p>A document recording the health and safety arrangements, site rules and any special measures for construction work.</p> <p>NOTE: <i>NR/L2/OHS/0044 defines the necessary working arrangements and contains a model Construction Phase Plan.</i></p>
Environmental & Social Appraisal	<p>The Environment and Social Appraisal (ESA) is a tool to help identify and manage the environmental and social risks and opportunities associated with projects.</p> <p>NOTE: <i>The PACE Product Index (accessed via MyConnect) contains templates that can be used to advise on the content.</i></p>
Implementation Programme	<p>The Implementation Programme refers to the programme for the Works as set out in the ASPRO Agreement and incorporating the requirements of the Construction Phase Plan as defined in the CDM Regulations.</p> <p>The NRIM works with the Third Party to 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>
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: <i>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.</i></p>
Network Rail Sponsor's 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>

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Term	Definition
	<p>a) outlines the project scope and stage deliverables;</p> <p>b) confirms available budget;</p> <p>c) provides an overview of key information regarding the project, and</p> <p>d) refers to the project's requirements management documentation in accordance with NR/L2/INI/P3M/104.</p> <p>The Sponsor's Instruction represents the request from the Sponsor for the production of a package of work.</p>
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, Global System for Mobile Communications-Railway (GSM-R) modifications, changes to lineside fencing, Overhead Line Equipment modifications, 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. 2. The relevant Highways Authority building a road bridge over the railway in accordance with an Air Rights provision and a Bridge Agreement; 3. 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 Delivery Requirement Document	<p>The Project Delivery Requirements Document defines the delivery detail and refines the selected option for implementation. This document is used to define requirements for the project outputs.</p>
Project remit	<p>A document detailing the scope of the ASPRO services and support for the Third Party project. This is developed using the Sponsor's Instruction and any other scoping</p>

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Term	Definition
	documentation related to the project. The remit is regularly reviewed and updated as the project progresses.
System Review Panel	The scope of the system review panel is to undertake the assessment of changes to Network Rail infrastructure.
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> <p>NOTE: Third Parties include Train and Freight Operations Companies and Station Operators, Local Passenger Transport Executives, the Department for Transport, DBFO (Design, Build, Finance Operate), Private Finance Initiatives, commercial developers.</p>

Table 2 – Terms and Definitions

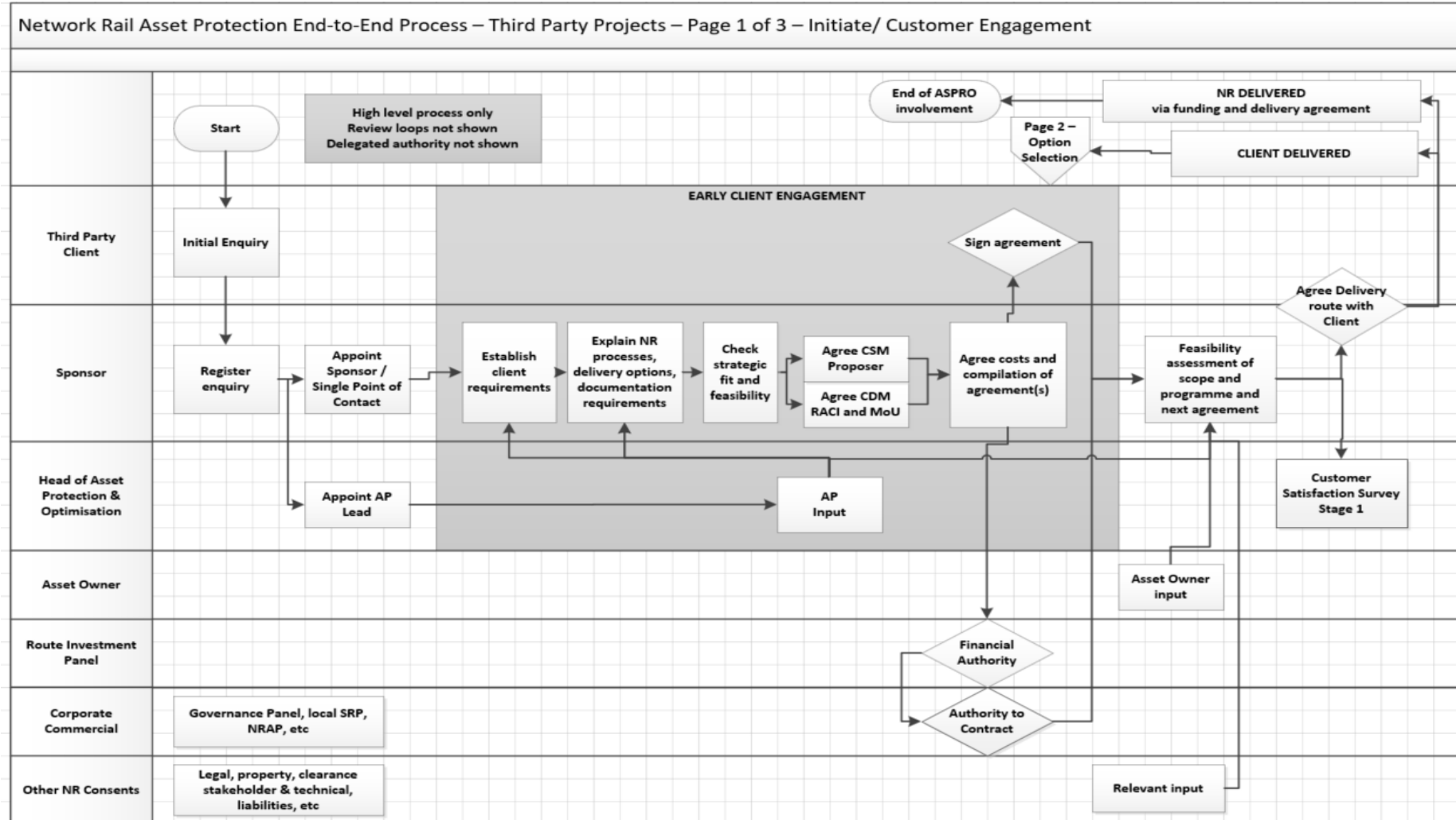
Abbreviation	Term
APA	Asset Protection Agreement
ASPRO	Asset Protection and Optimisation
BAPA	Basic Asset Protection Agreement
NRAP	Network Rail Assurance Panel
MoU	Memorandum of Understanding
SRP	System Review Panel
ROGS	The Railway and Other Guided Systems (Safety) Regulations

Table 3 - Abbreviations

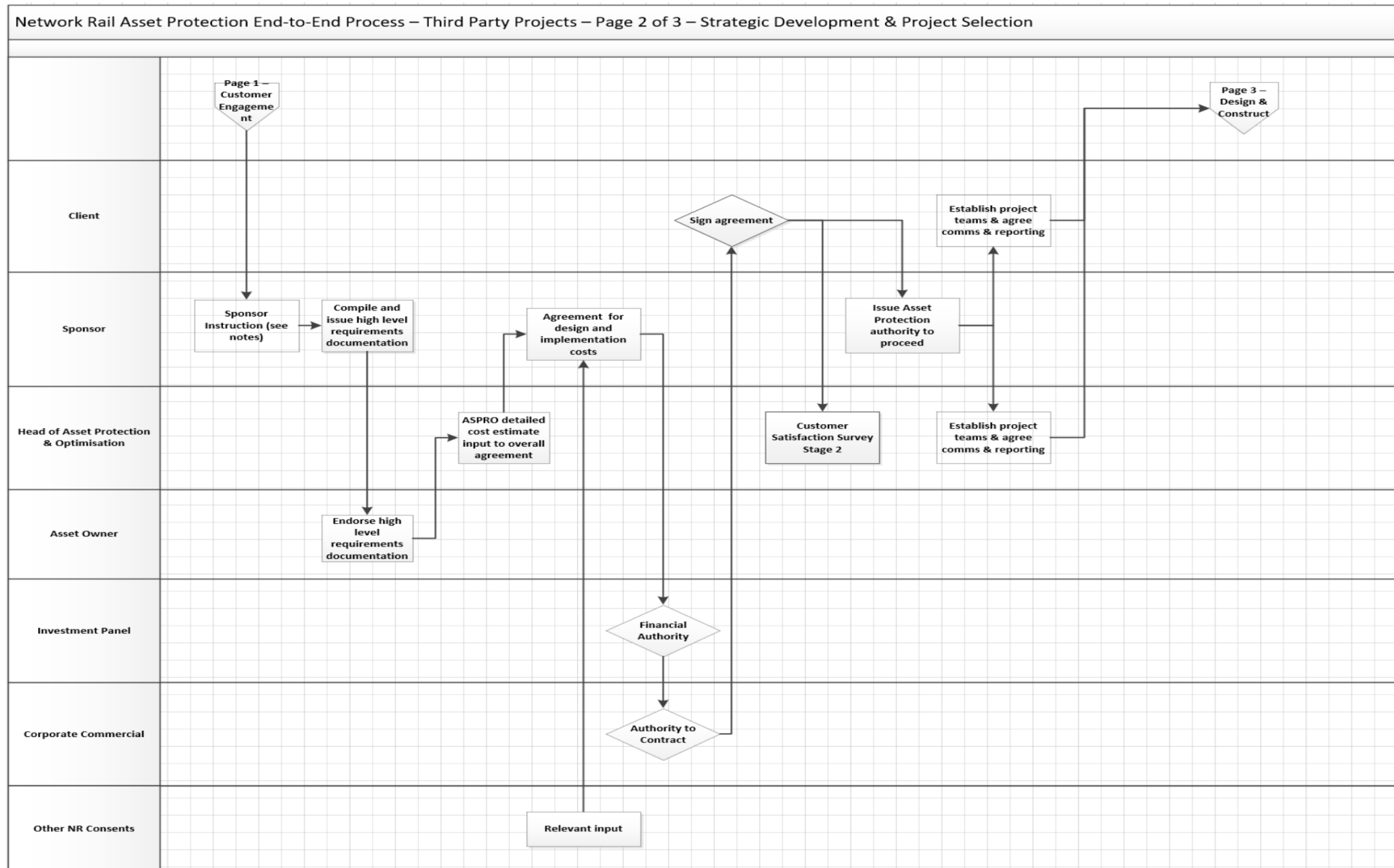
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5 Third Party Asset Protection & Optimisation Business Process

All Network Rail teams supporting ASPRO schemes shall follow the process shown in figure 1.



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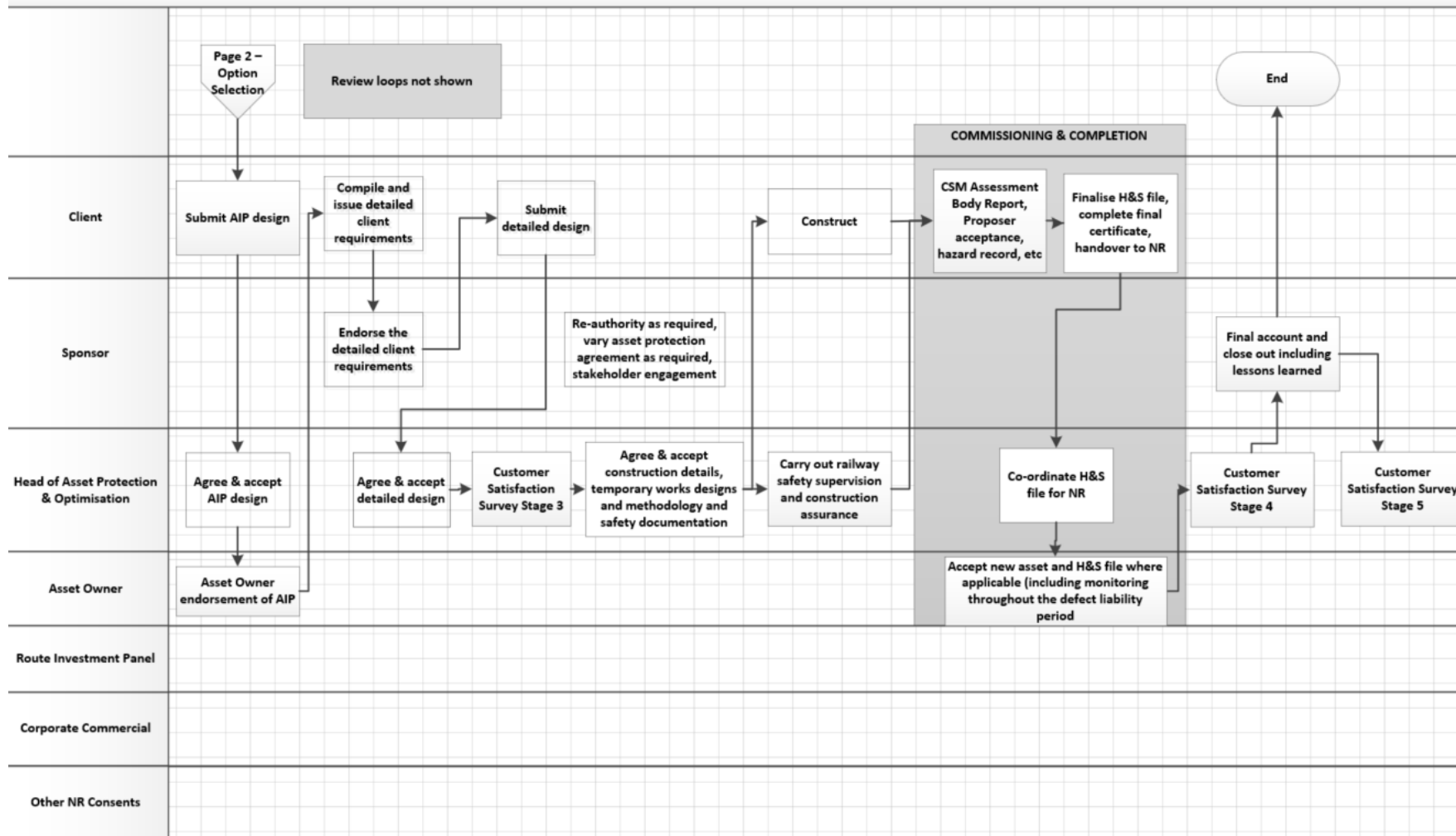


Figure 1 - Third Party Asset Protection & Optimisation Business Process

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6 Project Initiation

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

The Head of ASPRO shall be informed of any newly-proposed projects by the relevant business function(s) that has received the Third Party request(s) (e.g. Business Development, Sponsorship, Property etc). The Head of ASPRO shall be informed on a regular basis and shall set the frequency with which they are to be informed of any newly-proposed projects.

From the point of initial contact from a Third Party, ASPRO service level commitments shall be adhered to.

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.

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.

Network Rail does not mandate the use of Project Acceleration in a Controlled Environment (PACE) for Third Parties, which is an internal Network Rail framework. However, Network Rail should work with the Third Party to check a suitably equivalent and robust methodology is being used.

The NR Sponsor shall consult the relevant strategic planning department in relation to the strategic fit and acceptability of the Third Party project. If the relevant strategic planning team objects, with reasons, to the Third Party project, or imposes conditions, the NR Sponsor shall work with the Third Party to explain any objections and agree how to progress.

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

NOTE 1: see NR/L2/PRO/001 Property Clearance Process.

The NR Sponsor shall consult the Head of ASPRO, Property Directorate, Assets Owners, Route Business Development/Sponsorship, and other functions as appropriate to the Third Party project, in order to obtain approval that the Third Party project is viable and can 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 Sponsor's Instruction. It shall include the arrangements for:

- a) co-ordination and liaison with the Third Party;
- b) adequate ASPRO Agreements (e.g. BAPA, APA) to be drawn up by which the Third Party works shall be progressed; and

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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.

The Sponsor's Instruction shall be reviewed and agreed by the Head of ASPRO.

The Head of ASPRO shall appoint a Network Rail Interface Manager (NRIM) and explain the Sponsor's Instruction to the NRIM, so that the NRIM can progress with the Third Party.

NOTE 2: *The NRIM's 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 3: *See Appendix A 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 (which can be found on the Legal and Corporate Services SharePoint site).

Agreements are generally authorised after Investment Authority is given.

The NR Sponsor shall apply to the relevant Investment Panel for Investment Authority.

If Investment Authority is obtained, the NR Sponsor shall proceed with the scheme.

If Investment Authority is refused, the Sponsor shall support the Third Party to address the Investment Panel's concerns and reapply for Investment Authority.

NOTE 4: *See NR/L2/RSE/100 Network Rail Assurance Panel Processes.*

NOTE 5: *Arrangements for these activities are set out in NR/L2/P3M/201 Project Acceleration in a Controlled Environment (PACE).*

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 with the Third Party until the ASPRO Agreement(s) are signed. The NR Sponsor shall retain responsibility for ongoing contract management and from this point the NRIM shall act as day-to-day single point of contact for all project related activities.

The NR Sponsor shall provide the Third Party with the name and contact details of the NRIM.

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.

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7 Requirements Management

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

NOTE 1: *The PACE framework is recommended to support in capturing robust client requirement and scope and has a number of supporting products. However, if the Third Party has a similar framework to capture requirements that is acceptable and agreed by the NRIM, that framework can be used to work with the Third Party to develop their requirements.*

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: *The client requirements for submission to NRAP are usually captured in the Network Rail client requirements document template, but equivalent document(s) can be submitted by the Client if agreed with Network Rail.*

The NR Sponsor shall liaise with the Asset Owner(s) to prepare and issue the Route/Regional requirement document. The document shall be approved by the Asset Owner 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/Regional requirement document.

NOTE 3: *A Network Rail detailed route requirement document template is available on the National PACE SharePoint 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 the equivalent product.*

The NR Sponsor shall issue the detailed requirements document to the NRIM for acceptance.

8 Project Start-up

Network Rail shall appoint the relevant internal roles and accept the Third Party roles in accordance with NR/L2/RSE/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; and
- i) any other requirements relevant to the project.

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The NRIIM shall highlight to the Third Party that the ASPRO Agreement includes the requirements listed at points a) to e):

- a) all planned access and possession arrangements, isolations and safety staff are to be arranged by the NRIIM 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) the 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 is 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 NRIIM shall work with the Third Party to establish the deliverables appropriate to the scheme.

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

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

The NRIIM shall then review the Environmental and Social Management Plan with the relevant Environment and Sustainability team, before sharing any comments with the Third Party to progress their scheme.

For projects not following PACE, the NRIIM shall work with the Third Party to agree appropriate equivalent deliverables.

The NRIIM, 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 NRIIM to the Third Party.

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

All planned infrastructure access, possessions and isolations shall be assured by ASPRO in collaboration with the Third Party. These shall be documented and agreed by both parties and regularly reviewed.

The ASPRO team shall have full oversight of any Third Party access to Network Rail Infrastructure.

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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 or continue to work with the third party until all risks have a clear mitigation plan.

This acceptance shall be in accordance with NR/L2/OHS/0044, and authorisation shall be obtained as applicable under Network Rail's Safety Verification Scheme or under the 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. The NRIM shall assure that these are followed throughout the scheme.

NOTE 1: For arrangements relating to Engineering Access required for the survey refer to NR/L1/CIV/094.

NOTE 2: Core/permanent works are not to 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 (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;
- b) confirm ongoing asset maintenance during the period of the Third Party work is carried out in accordance with an Asset Management Plan. This shall include the relevant Asset Owner, 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.
- d) This is to be completed in accordance with NR/L2/MTC/089 (Arrangements for maintenance of new and changed assets).

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

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 the NRIM's attention by the Third Party.

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 1: *The 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 (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 ASPRO 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.

NOTE 6: *The purpose of the assurance and on-site monitoring is 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 the approved/accepted design in accordance with the ASPRO Agreement.

The ASPRO 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 7: *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.*

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) a Competent Independent Person (CIP) appointed by NRAP under NR's Safety Verification system under ROGS, or

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(b) an authorisation from the Safety Authority for Interoperable Projects, in accordance with the ASPRO Agreement.

The NRIM shall advise the Principal Contractor to 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 the site, so that it is 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 time scales agreed between the Third Party and 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 Owner 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 committed to meeting, the Service Levels set out in the ASPRO Agreement.

The NR Sponsor and NRIM shall carry out final account and close-out activities as detailed in the Network Rail Sponsorship Professional Landscape and referencing NR/L2/P3M/201 for close-out activities.

NOTE 1: The Network Rail Sponsorship Professional Landscape can be accessed by the NR Sponsor via MyConnect.

ASPRO service levels are outlined in the Third Party ASPRO Agreements.

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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).

The feedback from these surveys should be used to drive continuous improvement and customer engagement.

11.5 Escalation

Any issues that are unable to be resolved between ASPRO teams and the Third Party should firstly be escalated to the Head of ASPRO by the Third Party 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.

The appointment of the CDM Client shall be formally recognised through Third Party Client Appointment Letter NR/L2/OHS/0047/F0050. This shall be sent by the Sponsor (if one is appointed) or the NRIM.

Network Rail has no official role under CDM.

However, Network Rail shall support certain client duties under CDM based on each specific project's requirements, including provision of pre-construction information in its possession and the submission of the Health and Safety file.

The NRIM shall confirm that the Third Party has appointed a Principal Designer acceptable to Network Rail, as per the ASPRO Agreement(s).

The Third Party shall provide the NRIM with the details of the designers appointed for the works (i.e. designers appointed for all of the works and designers appointed for any part of the works). The NRIM shall review the details and confirm whether Network Rail accepts the appointment of the designers.

The NRIM shall confirm to the Third Party that they have 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 and licences for the works.

The NRIM shall work with the third party to assure that the Principal Contractor holds competencies and capabilities relevant to the works being undertaken, by requesting and reviewing 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 with details of site-specific hazards associated with the works and their location.

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Such details should include, where applicable, the Hazard Directory, buried services, local information from Maintenance or the Asset Owner and any Health and Safety File information and Environmental and Performance Social Appraisal (PACE 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.

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 the Third Party project's CSM-RA System Definition and Hazard Record (as submitted to NRAP) to the appropriate Asset Owner for their records.

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 be agreed between ASPRO and the Third Party), to confirm early notice of any rail related risks likely to be residual.

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 NR/L2/RSE/100/03.

13 Asset Management Plan (AMP)

13.1 AMP: General

The NRIM shall share the requirements defined in NR/L2/MTC/089 - with the Third Party.

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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. NRIM shall review, comment on 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 for all maintenance activity shall be transferred to the relevant infrastructure manager following the AMP process in accordance with NR/L2/MTC/089.

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

The NRIM shall check that they have received the completed Health and Safety File on behalf of Network Rail as outlined in the ASPRO Agreement. The NRIM shall hand back the Health and Safety File to the National Records Group for ownership and management and provide a copy to the relevant Route Asset Owner.

14 Stations and Depots

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

This requirement 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).

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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.

Estimate Calculation Sheet



Scheme Title:		Type Of Work:	
Project Number:		Proposed Project Start Date:	
Date of Estimate:		Proposed Project Finish Date:	
Manager:			

Project Management Hours

		Personnel	Job role	No. of shifts	Hours per shift	Total Hours	Internal Cost		External BAPA charge		Notes
							Rate (£)	Total (£)	Rate (£)	Total (£)	
1	Band 3	Project Interface Manager				0.00					
		Senior Asset Protection Engineer				0.00					
2	Band 4	Construction Manager				0.00					
		Scheme Interface Manager				0.00					
		Asset Protection Engineer				0.00					
3	Band 5	Assistant Construction Manager	Site Visit			0.00					
4	Agency	Scheme Interface Manager A				0.00					
		Scheme Interface Manager B				0.00					
Sub Total							£	-	Sub Total	£	-

Engineering Review Hours

		Personnel	No. of shifts	Hours per shift	Total Hours	Internal Cost		External BAPA charge		Notes	
						Rate (£)	Total (£)	Rate (£)	Total (£)		
5	Band 3	Senior Asset Protection Engineer			0.00						
6	Band 4	Construction Manager			0.00						
		Asset Protection Engineer			0.00						
7	Band 5	Assistant Asset Protection Engineer			0.00					1hr for each 3 hours of reviews, 0.5hr min	
						Sub Total	£	-	Sub Total	£	-
		Personnel Required			Hours	Internal Cost		External BAPA charge		Notes	
						Rate (£)	Total (£)	Rate (£)	Total (£)		
8	Consultancy Work	Project Engineer									
		Designated Project Engineer									
		Project Co-Ordinator								0.5hr for each 4 hours of reviews	
						Sub Total	£	-	Sub Total	£	-

Possessions and Construction Activities

						No.	Rate (£)	Total (£)	Notes		
9	No of Possessions Required				Minimum Fee			0.00			
10	Isolation Costs (if known)				Fixed Fee						
11	Schedule 4 Costs (if known)				Fixed Fee						
						Sub Total	£	-			
		Personnel	Job role	No. of shifts	Hours per shift	Total Hours	Internal Cost		External BAPA charge		Notes
							Rate (£)	Total (£)	Rate (£)	Total (£)	
12	Band 4	Construction Manager				0.00					0.5hr for each 7 hours booked
		Works Scheduler				0.00					4 hrs for each possession booked
		Assistant Construction Manager	Night Shifts			0.00					One rest day will be added to the costs
13	Band 5	Assistant Construction Manager	COS			0.00					
		Assistant Construction Manager	Engineering Supervisor			0.00					
		Assistant Construction Manager	Hand Signalman			0.00					
		Assistant Construction Manager	Lookout			0.00					

Other Costs

		Personnel	Rate (%)	Estimated Hours	Internal Cost (£)	External Charge (£)	Notes		
14	General Administration Hours	Head of Asset Protection and Optimisation	6%		0.00	0.00			
		Team Organiser	2%		0.00	0.00			
		Asset Protection Project Interface Manager (x2)	8%		0.00	0.00			
		Asset Protection Technical Interface Specialist	3%		0.00	0.00			
		Project Management Assistant	3%		0.00	0.00			
		Works Planner	3%		0.00	0.00			
		Commercial Manager	3%		0.00	0.00			
		Project Commercial Assistant	5%		0.00	0.00			
		Project Commercial Support	3%		0.00	0.00			
		Service Improvement Manager	2%		0.00	0.00			
		New Starters / Training	3%		0.00	0.00			
				Sub Total	£	-	£	-	
					Internal Cost (£)	External Charge (£)	Notes		
16	ACM Vehicle Costs	No of Shifts			0.00	0.00	£30 per shift to cover fuel, lease, maintenance etc.		
17	NRG Drawings -> Put number in Estimated Hours box				0.00	0.00	£2.50 per drawing		
18	Contingency	Risk of Overspend			0.00	0.00			
19	Other Cost								
				Sub Total	£	-	£	-	

Total Costs

				Internal Cost	External BAPA Charge	Notes
The estimate is based on rates & VAT from 1st April 2020, which are valid until 31 March 2021 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

Standard and control document briefing note

Ref: NR/L2/CIV/095	Issue: 2
Title: Asset Protection and Optimisation Management of Third Party Works on Network Rail Infrastructure	
Publication date: 3 December 2022	Compliance Date: 4 March 2023
Standard/Control Document Owner: David Castlo	
Standards Change Lead/contact for briefings: Tony Gomez	Tel: 07710 961019

Purpose:

The purpose of this business process is to support 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.

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 will vary depending on the requirements of individual projects, this will be agreed between the Head of Asset Protection and the Network Rail Sponsor assigned on a project basis. 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) and NR/L2/INF/02202 Records Management of Health and Safety Files.

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 station or depot 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.

What's new, what's changed and why:

The changes to this standard are as a result of a post implementation review with a working group of route/regional subject matter experts. The changes are to ensure that the standard is up to date and fit for purpose following publication in March 2020. There have been a few updates to the standard to reflect organisational changes and job titles, additional clarification notes and replacing references to GRIP with PACE.

There have been no changes to the end to end process.

Detail of change

<u>Section(s)/clause(s)</u>	<u>Summary of changes</u>
Compliance	References to PACE rather than GRIP
Network Rail Standards	Updated with new standard name and references (e.g. Standard ref changed from INI to RSE - NR/L2/RSE/02009)

RACI	'Responsible' has been move from Sponsor to Network Rail Interface Manager for the confirmation that the property clearance process has been complete.
RACI	Changed Route Asset Manager (RAM) job title to use generic term of 'Asset Owner' to support devolved organisation.
8.1 Design	<p>Provided more clarity on red clause relating to access planning (see below):</p> <p>New: All planned infrastructure access, possessions and isolations shall be assured by ASPRO in collaboration with the Third Party. These shall be documented and agreed by both parties and regularly reviewed. The ASPRO team shall have full oversight of any Third Party access to Network Rail infrastructure. All arrangements shall comply with advance notice responsibilities for access planning, in accordance with NR/L2/OPS/202.</p> <p>Current: 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.</p>
Appendix	Updated the estimation template example (best practice example)

Affected documents

Reference	Issue	Impact	Document type
NR/L2/CIV/095	1	Supersede	Standard

Briefing requirements:

Briefings are given to those who have specific responsibilities within, or are directly affected by, this standard/control document.

A copy of briefings may be available from the Standards & Controls intranet site or IHS.

Requirements to cascade briefings are described within any implementation plans.

Briefing (O-Overview/ D-Detailed)	Post	Function	Responsible for cascade briefing? Y/N
O	Programme Director (Asset protection & Optimisation)	Regional	N
O	Head of Asset Protection	Route Businesses	Y
O	Network Technical Heads	TA	Y
O	Corporate Commercial Manager	Group Finance	Y
Briefing (O-Overview/ D-Detailed)	Role	Function	Responsible for cascade briefing? Y/N

NOTE: Contractors are responsible for arranging and undertaking their own Detailed and Overview Briefings in accordance with their own processes and procedures.