

Annex 8 MaaS scheme Risk Register Summary

Risk Event	Impact 1-5 (a)	Likelihood 1-5 (b)	Risk Rating with mitigation (a) x (b)	Mitigating Action
Exposure to Non compliant or illegal procurement activity	2	1	2	The procurement process(es) will comply with the Public Contracts Regulations (PCR) 2015, by using compliant frameworks, and by publishing Contract Award Notice(s) on Contract Finder. KCC will be clear, open, and transparent with all tenderers about the adaptations to the standard Further Competition Procedure in this case
Supplier financial failure leading to failure by the successful supplier to provide services	2	1	2	Tenderers for the supply of Electric System services will be assessed against robust selection criteria as part of the procurement process, including a financial assessment undertaken by an accountant in KCC's Finance department.
Supply Chain risks, including any subcontracting arrangements.	2	1	2	It is likely that when bidding there will be a lead organisation with various smaller organisations crucial to the delivery of the MaaS solution such as the core MaaS partner subcontracting to a Contact centre or subcontracting to a PSP provider. KCC Commercial and Procurement team will need to check the status of subcontractors as part of the tender evaluation process
Inclusivity of the service and the effects in the local markets	2	1	2	As this is an emerging market in the UK and established market internationally, this will be an Open tender procedure with negotiation to allow MaaS partners to bid from around the world
Technology or service failures during the contract	2	1	2	Robust KPI's and service credits will be written into the contract to ensure that a high-quality service is delivered with financial penalties for service failure
Cost: Project costs are significantly higher than estimated due to inflation.	2	1	2	Project Managers has added a 15% contingency risk allowance for capital for first two years and 10% contingency risk allowance for revenue elements for the duration of the contract which can include for increases in inflation within the project cost estimates. If costs increase beyond this, it may be necessary to reduce project scope and/or seek funding from elsewhere.
Insufficient budget due to inflationary costs since market engagement costs received in 2020/21 Lack of uptake and a reduction income leading to a funding gap.	2	1	2	Project Manager has conducted updated benchmarking with other MaaS local authorities which indicates that costs have reduced from the 2020/21. A 15% contingency risk allowance for first two year of capital and 10% contingency risk for revenue elements which can include for increases in inflation within the project cost estimates. If costs increase beyond this, it may be necessary to reduce project scope and/or seek funding from elsewhere. Bids from MaaS tenderers will be asked how they can reduce the cost of integrations and some technology providers may already have some of the integrations required by Kent saving KCC money.

<p>Insufficient Resource to commission, mobilise and contract manage all required services to enable MaaS to operate across Kent</p>	2	1	2	<p>Numerous external funding sources have been secured to ensure that there is sufficient budget to kickstart the MaaS scheme until the MaaS service charge income is sufficient to cover the cost of operation of MaaS.</p> <p>Mitigations also include termination/ exit clauses written into the MaaS partner contract and requesting additional funding from other /same sources.</p>
<p>Restrictions of funding to enable the money to be spent as planned (i.e. Capital funding we would like to use as Revenue) Conditions that could open KCC up to financial risk – National Highways funding states that we fund any overspend and if the project is aborted, KCC will have to cover any costs incurred</p>	2	1	2	<p>Ongoing discussions with National Highways over the treatment of Capital and Revenue funding. Finance have provided wording to accept there will be differences in the definition and accounting treatment of certain costs between national and local government accounting rules. National Highways have accepted the wording provided by KCC finance into the NH grant agreement (29 Nov 23)</p> <p>National Highways have also confirmed in their agreement that National Highways define the marketing and survey items as capital and KCC can treat these items as revenue.</p> <p>KCC finance team are satisfied that this risk re treatment of capital/revenue has been mitigated.</p>
<p>Commercial agreements with transport operators taking longer than expected leading to a delay to programme roll out and potential increase in legal fees</p>	2	1	2	<p>Reduce - There has been ongoing engagement with transport providers in the MaaS zone and are part of a voluntary MaaS Consortium EP obligations for MaaS to be added to EP Thameside agreement. EP Bus operators have already been engaged about MaaS. Legal support is ready to draft the MaaS Consortium Partnership Agreement and restart discussions with Consortium members with a legal doc during Feb 24</p>
<p>Schedule Length of time it takes to become RDG TIS accredited to allow MaaS Ebbsfleet scheme to sell train tickets. This may delay when train integration can be complete – without rail it will not be a full multimodal offering.</p>	2	1	2	<p>Reduce - KCC already engaged with RDG whom are aware of our ambitions for MaaS in Kent. The MaaS specifications have been written to ensure the procured MaaS partner has a RDG TIS license or be willing to act immediately to go through the TIS Accreditation process to become a third-party retailer of train tickets with KCC having to do the RDG Accreditation process during mobilisation to become the third-party retailer of train tickets across the UK</p>
<p>Level of readiness of transport operators for API integrations (complexity of integrations)</p>	2	1	2	<p>Stakeholder engagement with Consortium members to ensure that KCC have access to compatible APIs and good quality standard format data from all transport and information providers in the Consortium, which matches the required level of detail. Access to good quality data is a critical component of the project. KCC has provided detail in the MaaS specification of the data format and data standards expected of the APIs to be shared with the MaaS provider for integration, the more clarity bidders will have when assembling their response and the more</p>

<p>Data - the use and purpose and sharing</p>	<p>2</p>	<p>1</p>	<p>2</p>	<p>A set of DPIA's has already been done by the Project Manager and Steve Howes, MaaS Consultant in liaison with Iain Norman and DPO team. KCC will be the Data Controller and the MaaS partner will be the Data Processor on behalf of KCC. There will be a Data Processing Agreement for the MaaS partner within the Contract. Transport providers integrating their real-time data into MaaS will be sub data processors with access to anonymised data in a transport provider portal KCC will have access to anonymised data in the form of a MaaS data portal.</p>
<p>Service Failure - Lack of User uptake, this is a new service to Kent and no data is available yet from any scheme launched in the UK, will need time to establish and grow.</p>	<p>2</p>	<p>1</p>	<p>2</p>	<p>Plan and implement large marketing and behavioural change campaign to gain MaaS users and gain Modal shift to public transport and active travel. The sooner the scheme is rolled out to Kent the better to ensure long term income to become financially self-sustaining and income generating. This is based on best practice and feedback from MaaS technology providers internationally where the wider the geographical area covered by MaaS the more potential users The MaaS partner contract will be designed with Commercial and Procurement with legal support to ensure that there are break /termination clauses to allow exiting from the</p>