



## Mobility as a Service ('MaaS') Scheme Agreement Template

Building a common, connected, and interoperable ground for the future of mobility



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#### Introduction

Mobility as a Service ('MaaS') provides a new approach to travel as an all-inclusive experience, providing customers with a seamless mechanism for planning, booking, paying for, and being supported during and after, travel across a broad range of mobility options.

For this to be realised multiple organisations, ranging from regulators and local government transport authorities through to transport operators, mobility services providers, and – potentially - financial services providers, will need to collaborate and establish technical, operational, financial, and commercial interfaces.

Such arrangements are not new, and multiple examples of special purpose vehicles and schemes exist worldwide to support multi-operator (and multi-modal) ticketing. These schemes are, however, complex to establish and commonly require significant effort and time to be expended before agreements can be reached between counterparties.

A MaaS scheme shares many attributes with traditional multi-operator ticketing schemes, but extends these both in terms of the number and variety of counterparties involved, and the type of products and services provided to customers.

This document, developed by the MaaS Alliance's Governance and Business Models (G&B) working group, provides a template for a Master Scheme Agreement, together with associated guidance and case studies. Its aim is to accelerate the establishment of MaaS schemes in regions around the world by providing a baseline which can be built upon and tailored for an individual scheme's context.

This draft document and its content is work in progress. It is intended that a first full version (v1.0) will be issued in 2023, and that – thereafter – the document will be updated to reflect emerging leading practice and guidance.

This document is owned and maintained by the MaaS Alliance secretariat.

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#### **Context for this document**

MaaS schemes will operate in a variety of business models dependent on a number of factors, including (but not limited to) the regulatory environment, nature of existing mobility services and relationships, customer propositions to be delivered through the Scheme, and roles and responsibilities of the different counterparties. The business model will determine the specific nature of the Agreements that will need to be established; however, in the majority of cases, bi-lateral or multi-lateral Agreements will be required between different counterparties, and these will need to incorporate a minimum amount of information related to the **Governance**, **Financial**, and **Commercial** aspects of the Scheme. This document sets out the key attributes of each of these aspects (or "pillars") that should be included in (a) Scheme Agreement(s), guidance, and case studies to illustrate how Agreements have been designed and implemented in practice.

The following roles are considered within this document. Please note that these roles can be held / delivered by one or more counterparties (or "actors"). For example, a single organisation could fulfil the roles of the MSP, IIP, and/or a TSP.

Role	Description			
Regulator	Federal Departments of Transport or independent body with responsibility for defining and assuring compliance with transport and financial regulations.			
Sponsor  The commissioner and - if applicable - capital funder of Maschemes. This could be a local transport authority in Government - to - Business ('G2B') context, or a busine (e.g. a large employer commissioning a staff travel scher in a Business - to - Business ('B2B') context.				
MaaS Provider	The organisation that develops, maintains, and operates the MaaS technology solution and Scheme. This includes a number of sub-roles including Front and Back Office services, Payment Services, Token Services, Banking Services, and Customer Services, all of which could be sub-contracted / disintermediated; however, for the purposes of simplicity, are considered as integrated within the role of the MSP.			
B2B Integrator	Or "Broker". The B2B Integrator is an optional counterparty which provides an integration layer through which multiple TSPs can interact with an MSP, e.g. Rivier (Netherlands), Deutsche Telekom, and Rejseplannen (Denmark).			
Mobility Service Provider ('MSP')	Operator / Provider of transport and/or mobility services. This includes bus, rail, Demand Responsive Transport, micro-			



	mobility, rental car, private hire, cycle hire, charge point operators, and other modal and infrastructure operators.
Traveller	The end individual who consumes the mobility / transport services through the MaaS provider's solution.

Illustrations of the Business Models and their typical constructs are shown below.

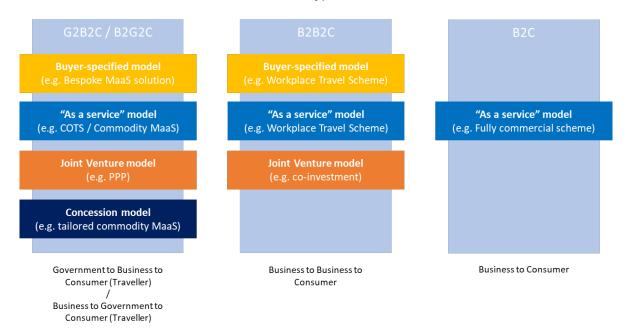


Figure 1: MaaS Business Model overview



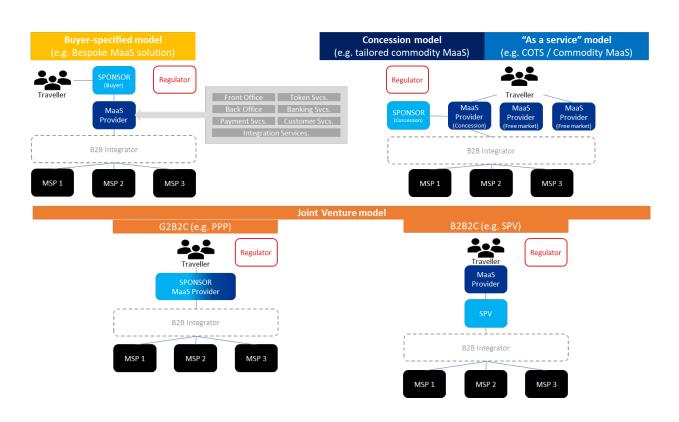


Figure 2: MaaS Business model construct

For the purposes of developing this Scheme Agreement Template we have adopted a buyer-specified model. However, per above, the template is sufficiently comprehensive and flexible to enable it to be adopted for any construct/business model per above.

In addition to the business models above, both MaaS Providers and B2B Integrators can adopt an Intermediary or Reseller Model to manage commercial risks. These are shown in figure 3, below.



Intermediary	Contract	Traveller Account	Payment	
Traveller			X commission payable by traveller	
MaaS Provider / B2B Integrator			O	
Mobility Service Provider			100% MSP charge less X commission	
Description	Contract between user and MSP  User accepts T&Cs of MSP  MSP issues invoice	master user account and User accepts T&Cs of transmits the user data required for booking to the		
Reseller	Contract	Traveller Account	Payment	
Traveller		1	100% of MaaS Provider-	
MaaS Provider / B2B Integrator			defined	
Mobility Service Provider			100% of MSP charge less X commission	
Description	Contract between user and MaaS Provider.  User accepts T&Cs of MaaS Provider  MaaS Provider issues invoice  MaaS Provider buys services from the MSPs and re-sells them to the user, potentially at a different price	MaaS Provider holds the master user account and transmits the user data required for booking to the MSP on a need-to-know basis.	MaaS Provider collects the payment from the user and distributes the amounts owed to the MSPs.	



## **Summary of Scheme Agreement attributes**

This document sets out the minimum set of Schedules which we would expect to be included (a) Scheme Agreement(s) under each of the following three pillars. Where developed (noting that this document is work in progress) suggested content and specific guidance is provided for each Schedule.

Pillar	Sch	edules				
Governance	1	Definitions				
	2	Services				
	3	Products & Pricing				
	4	Counterparty responsibilities				
	5	Participation requirements				
	6	Charges and Fees (Overview)				
	7	Revenue Collection, Allocation / Apportionment, and Settlement				
		Rules (overview)				
	8	Service Management				
	9	Security, Privacy, and Confidentiality				
	10	Governance				
	11	Change Control				
	12	Exit & Termination				
	13	Dispute Resolution				
	14	Claims				
	15	Branding / Publicity				
	16	Data Processing and Sharing				
	17	Audit & Assurance				
	18	Survivability of terms				
Financial	19	Revenue Allocation & Working Capital Management				
	20	Capital Expenditure and cost recovery				
	21	Operating Expenditure and cost recovery				
	22	Penalties & Performance Incentives				
	23	Insurances				
Commercial	24	Liabilities				
	25	Indemnities				
	26	Fees				
	27	Funding Model				
	28	Subsidies & Industry Incentives				
	29	Intellectual Property				
	30	Licensing				
	31	Deposits				
	32	Procurement rules				
	33	Legal				
	34	Default & Force Majeure				

A full list of Schedules and the Agreements to which they are likely to apply is provided in Appendix 1.



## Governance

## **Schedule 1: Definitions**

This Schedule should define the terms that are used throughout the Scheme Agreement. An initial list of key terms (to be developed with the Working Group) is provided below. Please note that these should be subject to refinement and agreement between counterparties for specific schemes, with support of suitably qualified and experienced legal advisors.

Term	Description					
Agreement	The contract and its associated Terms and Conditions that will govern and regulate how the MaaS Scheme is funded, operates, and should be terminated.					
Consumer	The traveller / individual consuming transport / mobility services					
Counterparty	A "Participant" or "Member" of a Scheme.					
Mode	The specific class / type of transport (e.g. Cycle, Rail, Bus, Car, Private Hire, etc.)					
Operator	The Operator of a Transport or Mobility Service					
Product	A permit or right to consume services offered by a Transport Services Provider through the Scheme.					
Services	The capabilities that will be delivered by the MaaS Scheme (e.g. Travel Information, Reservations, Payment, Loyalty, Rewards, Disruption Management)					
Scheme	The processes and technologies established to enable provision of services and products to consumers through a MaaS platform (or platforms) pursuant to this Agreement.					
Transport (or	The means by which a consumer travels from an origin to a destination.					
Mobility)						
Service						
Etc						



#### Schedule 2: Services

This Schedule should set out the Services that are to be provided in the MaaS Scheme, including any restrictions with respect to their applicability to Modes and/or Operators.

Please note that Products (which apply to the Services) are dealt with in a separate Schedule.

		Mode 1			Mode 2		
Service	Description	Op. A	Ор. В	Op. C	Op. D	Op. E	Op. F
Travel Information	<x, y,="" z=""></x,>						
Reservations	<x, y,="" z=""></x,>						
Payments	<x, y,="" z=""></x,>						
Loyalty	<x, y,="" z=""></x,>						
Rewards	<x, y,="" z=""></x,>						
Disruption Management	<x, y,="" z=""></x,>						
Etc							

#### **Schedule 3: Products and Pricing**

This Schedule should set out (at a minimum):

- a. the Products that can be retailed through the Scheme
- b. any Pricing restrictions / constraints (e.g. that products cannot be priced more through the Scheme than through an Operator's own retail channels)
- c. regulatory requirements for Products (e.g. Competition Act regulations regarding price cartels, price discrimination, etc.)
- d. presentational requirements for advertising Products through the Scheme
- e. transparency of Pricing to other Scheme members

#### **Schedule 4: Counterparty responsibilities**

This Schedule should set out the responsibilities of the Counterparties in the Scheme. This will be specific to each Scheme but would likely, at a minimum, include the following contents, using a "RACI" matrix:

- Accountable - Consulted

Responsible - Informed

An indicative allocation of responsibilities is provided in the following table.



Business Processes	Regulator	Sponsor	MaaS Provider	Mobility Service	B2B Integrator	Traveller
11000000			Trovidor	Provider	intogrator	
Define	A&R					С
local/national						
regulatory						
framework						
Define MaaS		Α	R	С	С	С
solution						
specification						
Develop the		Α	R	С	С	С
MaaS						
technology						
solution						
Develop APIs		Α	R	R	R	С
and interfaces						
Develop travel		Α	A&R	A&R		С
products						
Develop		Α	R	1	1	1
scheme						
branding						
Onboard new		Α	R	С	R	Ι
TSPs						
Provide Front		This w	ill be Scheme	e-specific		
line customer						
service		This	::!! l O - l	: <b>::</b> :		
Provide MaaS		I nis w	rill be Scheme	e-specific		
scheme						
customer						
service		Δ	l D	I D	Б	1
Manage claims		Α	R	R	R	I
and disputes		Δ	Б			
Operate the		Α	R			
MaaS scheme					A 0 D	
Provide					A & R	
integration /						
brokerage						
services				105		
Provide				A&R		
transport /						
mobility						
services						



Business Processes	Regulator	Sponsor	MaaS Provider	Mobility Service	B2B Integrator	Traveller
				Provider		
Set fare(box) policy	A	A	R	A&R		
Revenue collection		A	R	I		I
Invoice			A&R	A&R		
travellers			(dependent on business model)	(dependent on business model)		
Revenue		Α	R	C & I		
apportionment						
Revenue distribution		А	R	1		
Secure data	1	Α	R	R	R	I
Assure correct	A&R	R	R&C	R&C	R&C	I
functioning of						
the Scheme						
Maintain			A&R	A&R	A&R	
equipment						
Etc						

## **Schedule 5: Participation Requirements**

This Schedule should set out minimum requirements for participation in the Scheme by Counterparties (nominally Transport Services Providers). At a minimum it is likely to include:

- Insurances
- Certification (e.g. ISO270001, PCI-DSS, etc.)
- Proof of financial capacity
- Bond, Bank, and/or Parent Company Guarantee
- Other Know Your Customer ('KYC') checks
- Proof of eligibility to provide transport / mobility services
- Interoperability requirements (e.g. API "plug and play" capabilities)
- Equipment requirements
- Customer Services provision requirements
- Reporting requirements
- Assurance / Attestation requirements



## **Schedule 6: Overview of Charges and Fees**

This Schedule should set provide an overview of the Charges and Fees associated with participation by Counterparties in the Scheme. Further detail should be provided in Schedule 26. Charges and Fees will be specific to each Scheme but are likely to include:

- Integration fees (one-off capital fees)
- Service fees and/or Commission charged by the MSP for operating the Scheme
- "A la carte" rates for catalogue projects (e.g. provision of supplemental reports not included in the service fees)
- Rates for ad-hoc projects and enhancements (e.g. development of a custom report, or interface)
- Late payment fees (for both the MSP in settling with a TSP, and vice versa where a TSP collects revenue on behalf of a Scheme and fails to remit it in accordance with the agreed settlement schedule)
- Exit and Termination fees
- Audit / Attestation fees

# Schedule 7: Overview of Revenue Collection, Allocation / Apportionment, and Settlement Rules

This Schedule should set provide an overview of the Revenue Collection, Allocation / Apportionment, and Settlement Rules that will apply to the Scheme, setting out key principles for:

- Revenue Collection (e.g. whether the Scheme will collect all revenues, or whether TSPs will collect revenues, in which case, the frequency with which the Scheme will collect these revenues from TSPs)
- Revenue Allocation (e.g. paid net of Charges and Fees or gross, with Charges and Fees being invoiced separately, and treatment of Refunds and ex gratia payments)
- Revenue Settlement (e.g. pay when paid, treatment in the event that the Scheme has insufficient revenue to distribute)

## Schedule 8: Service Management

This Schedule should set out:

- key Service Management principles for the Scheme,
- key Counterparty responsibilities, referencing Schedule 4,
- the key performance measures for the Scheme,
- how key performance measures will be monitored,
- penalties and incentives (linked to Schedule 22)



- Service Continuity and Disaster Recovery

#### Schedule 9: Security, Privacy, and Confidentiality

This Schedule should set out key Security, Privacy, and Confidentiality provisions for the Scheme, including (but not limited to):

- Key principles
- Relevant regulatory requirements (e.g. GDPR, PCI-DSS, PA-DSS, Competition Legislation re. Scheme participant visibility of peer financials, etc.)
- Key responsibilities, referencing Schedule 4
- Requirements in the event of a breach
- Penalties in the event of a breach (referencing Schedule 22)
- Transparency mechanisms in relation to the operation and administration of the Scheme

#### Schedule 10: Governance

This Schedule should set out key governance principles for the Scheme, including (but not limited to):

- Scheme Administration
- Scheme Governance Structure (citing Boards and Committees, and their make-up)
- Voting Rights and what these are in respect of (e.g. strategic decisions related to investment and direction of the Scheme, tactical decisions related to operation of the Scheme, commercial decisions related to fees and charging, etc.)
- Decision making authorities
- Record keeping
- Audit & Assurance (referencing Schedule 17)

An illustration of potential decision points which should be reflected in this Schedule is set out below:

Decision points to be included in Schedule 10
Agree MaaS service offering / proposition
Agree products to be provided in the Scheme (inc. subsidies)
Agree MSP/TSP participants
Agree fees/charges
Agree revenue settlement mechanisms
Agree changes
Agree investments
Approve claims
Agree off-boarding / exit of scheme participants
Agree / approve application of penalties & incentives



Etc...

## **Schedule 11: Change Control**

This Schedule should set out the Change Control mechanisms for the Scheme, referencing the Governance structure (including Voting Rights) as set out in Schedule 10.

#### **Schedule 12: Exit and Termination**

This Schedule should set out the Exit and Termination mechanisms for the Scheme, considering both exit of an individual Counterparty (either voluntarily or due to default), and termination of the overall Scheme. At a minimum it will include:

- Events that will give rise to Default by any Counterparty, including Force Majeure (reference Schedule 34)
- Implications of Default for a Counterparty (referencing Schedules 5 and 31)
- Exit costs (referencing Schedule 6)
- Exit Management protocols and processes
- Events that could lead to termination of the overall Scheme
- Implications of Termination for all Counterparties, including:
  - Termination cost allocation (referencing Schedule 6)
  - Allocation / transfer of Intellectual Property (referencing Schedule 29)
  - Disbursement of retained earnings in the Scheme (referencing Schedule 31)
  - Communications protocols

#### **Schedule 13: Dispute Resolution**

This Schedule should set out the Dispute Management and Resolution processes and protocols for the Scheme, including:

- Which Counterparties can raise a Dispute
- What circumstances can give rise to a Dispute
- How a Counterparty should raise a Dispute
- How a Dispute will be managed
- Escalation routes
- Dispute settlement options
- Provisions for independent arbitration

#### Schedule 14: Claims

This Schedule should set out the mechanisms within the Scheme for Counterparty claims – both against the Scheme, and against each other, and should reference Schedule 13.



## **Schedule 15: Branding**

This Schedule should set out the Branding requirements and restrictions associated with the Scheme, including:

- How any Scheme branding should be applied by the Counterparties
- Restrictions on use of Scheme branding
- Restrictions on use of Counterparty branding within the Scheme
- Timeframes for update of branding should changes occur

#### **Schedule 16: Data Processing and Sharing**

This Schedule should set out the mechanisms for Data Processing and Sharing in the Scheme, including:

- Hosting location and arrangements
- Roles of the Counterparties as they pertain to relevant legislation (e.g. GDPR)
- Responsibilities of the Counterparties (as they pertain to the aforementioned roles and Schedule 4)
- Regulatory and Commercial restrictions and constraints on Data Sharing (referencing Schedule 9)
- Data ownership rights
- Data usage and commercialisation rights

#### Schedule 17: Audit & Assurance

This Schedule should set out any audit and assurance provisions for the Scheme, including:

- Audit rights for the Counterparties
- Statutory audit requirements
- Non-statutory audit requirements
- Audit restrictions

#### Schedule 18: Survivability of terms

This Schedule should set out the survivability principles for the terms of the Agreement.



## **Financial**

## Schedule 19: Revenue Allocation & Working Capital Management

This Schedule should set out the agreed timescales and mechanisms for revenue allocation and working capital management, referencing Schedules 6 and 7, and including:

- The basis of Revenue Allocation and Settlement in the Scheme
- Revenue Allocation rules for specific multi-operator Products (reference Schedule 3)
- Mechanisms for Revenue Allocation in the event of default of a Counterparty (including the MSP itself)
- Settlement schedules
- Working Capital Management principles for the Scheme, including the minimum Working Capital thresholds
- How Refunds and ex gratia payments will be addressed / considered in Revenue Allocation calculations
- How late and missing data will be addressed / considered in Revenue Allocation calculations
- Mechanisms in the event of inability to calculate Revenue Allocations
- Revenue Allocation Disputes (reference Schedule 13) and Claims (reference Schedule 14)

## Schedule 20: Capital Expenditure and cost recovery

This Schedule should set out the Scheme Capital Expenditure and cost recovery rules, including:

- Scheme Participation costs and cost recovery mechanisms
- Mechanisms for calculating Capital expense allocation amongst Counterparties
- Allowable Capital expenses and Scheme spend thresholds where Counterparty funds are being used
- Approval thresholds and escalations (reference Schedule 10)
- Contribution requirements and management mechanisms for any applicable Sinking Funds (for enhancements and expansion)



## Schedule 21: Operating Expenditure and cost recovery

This Schedule should set out the Scheme Operating Expenditure and cost recovery rules, linked to Schedule 26, and including:

- Recoverable Scheme Operating expenses, and the associated recovery mechanisms
- Mechanisms for calculating Operating expense allocation amongst Counterparties
- Indexation provisions
- Debt thresholds and management mechanisms
- Approval thresholds and escalations (reference Schedule 10)

Typical recoverable Scheme Operating expenses include, but are not limited to the following:

Recoverable Scheme Operating expenses
Software Licensing
Hosting
Employee costs
Marketing
Customer Services
Audit & Assurance fees
Accountancy fees
Rent & Rates
Customer Bad Debt (reference Schedule 24)
Etc

#### **Schedule 22: Penalties & Performance Incentives**

This Schedule should set out any penalty and performance regimes, linked to Schedules 8 (Service Management) and 34 (Default & Force Majeure), and including:

- Details on the specific regime for the Scheme
- Targets and Thresholds
- Any applicable ratchet mechanisms
- Implications for repeated failure to correct poor performance
- Dispute procedure (reference Schedule 13)

#### Schedule 23: Insurances

This Schedule should set out Insurance requirements to participate in the Scheme (reference Schedule 5), and Insurances held by the Scheme, including:

- Minimum insurances held
- Minimum insured level
- Procedure for insurance claims



## **Commercial**

#### Schedule 24: Liabilities

This Schedule should set out the Liabilities that the Scheme could incur and their management mitigation mechanisms, including (but not limited to):

- Breach of regulation and associated fines, penalties, sanctions, and claims
- Breach of industry standards resulting in a claim from industry partners (e.g. PCI-DSS)
- Customer claims (e.g. for loss of personal data)
- Counterparty claims (e.g. for loss of commercially sensitive data)
- Counterparty default / inability to settle collected revenue
- Customer default (bad debt)
- Establishment, management and use of bad debt funds (if applicable)
- Use of Insurances (reference Schedule 23)
- Limitations of Liability for Counterparties (including any unlimited Liabilities)

#### Schedule 25: Indemnities

This Schedule should set out the Indemnity position within the Scheme, with a particular focus on cross-indemnification of Scheme Counterparties.

#### Schedule 26: Fees

This Schedule should provide a comprehensive listing of the fees chargeable within and by the Scheme to Counterparties, referencing all relevant Schedules (namely, 6, 12, 19, 20, 21, and 22). This is likely to include (but not be limited to):

#### Scheme Fees

Integration fees (one-off capital fees)

Service fees and/or Commission charged by the MSP for operating the Scheme

"A la carte" rates for catalogue projects (e.g. provision of supplemental reports not included in the service fees)

Rates for ad-hoc projects and enhancements (e.g. development of a custom report, or interface)

Late payment fees (for both the MSP in settling with a TSP, and vice versa where a TSP collects revenue on behalf of a Scheme and fails to remit it in accordance with the agreed settlement schedule)

Exit and Termination fees

Audit / Attestation fees

Refund / Claim processing fees



#### Scheme Fees

Excess Customer Service fees (where a threshold for Customer Services provision has been set)

Etc...

This Schedule should also set out:

- The frequency with which Fees can be reviewed
- Indexation
- Approval requirements for revisions to Fees (reference Schedule 10)
- Fee Disputes (reference Schedule 13) and Claims (reference Schedule 14)

#### **Schedule 27: Funding Model**

This Schedule should set out the Funding Model for the Scheme, including:

- Contribution requirements and management mechanisms for any applicable Sinking Funds for enhancements and expansion (reference Schedule 20)
- Equity investors in the Scheme, their ownership rights, and the mechanisms for investor payback (e.g. dividend payments)
- Dependencies on any grant funding, the period to which this grant funding relates, and any restrictions / constraints associated with the grant funding
- Any other equity payback requirements for the Scheme
- Intellectual Property Rights associated with the Funding Model (reference Schedule 29)

#### Schedule 28: Subsidies & Industry Incentives

This Schedule should set out any Subsidies and Industry Financial Incentives (e.g. Grants) claimable by the Scheme (reference Schedule 27), including:

- Requirements for the operation of the Scheme
- Requirements for Participation by Scheme Counterparties (reference Schedule 5)
- The period and Products to which the subsidies and incentives apply

#### Schedule 29: Intellectual Property

This Schedule should set out the Intellectual Property held within the Scheme, including:

- Ownership
- Rights
- Licensing
- Mechanisms for (re)allocation on Exit or Termination (reference Schedule 12)
- Claims (reference Schedule 14)



## Schedule 30: Licensing

This Schedule should set out the Licenses required by Counterparties to participate in the Scheme, and held by the Scheme, including:

- The type of Licenses held and their nature (annual, perpetual, royalty-payable, royalty free, etc.)
- Restrictions on the use of Licenses
- Restrictions on the transfer of Licenses
- Fees payable for Licenses (reference Schedules 21 and 26)

## **Schedule 31: Deposits**

This Schedule should set out the requirement for, management and return or realisation of Deposits, including:

- Deposits as a Participation Requirement (reference Schedule 5)
- Deposit investment and holding mechanisms, including any restrictions
- Interest accrual and allocation (reference Schedule 19)
- Conditions for return of Deposits (reference Schedule 12)
- Conditions for retention and realisation of Deposits (reference Schedules 12 and 34)

#### Schedule 32: Procurement Rules

This Schedule should set out any requirements (if applicable) for procurement governance within the Scheme (e.g. tender and award for subcontracts by the MSP), including:

- Responsibilities (reference Schedule 4)
- Governance, including approval requirements (reference Schedule 10)

#### Schedule 33: Legal

This Schedule should set out legislation that applies to the Scheme and its operation, and which will be applicable to all Scheme Agreements with and between Counterparties.

## Schedule 34: Default & Force Majeure

This Schedule should set out the conditions that would cause a Counterparty or the Scheme itself to be in Default, including:

- Performance-related causes of Default (reference Schedule 22)
- Participation-related causes of Default (reference Schedule 5)



- Financial-related causes of Default (reference Schedule 24)
- Definition of Force Majeure as it applies to the Scheme
- Exit and Termination mechanisms in the event of Default and Force Majeure (reference Schedule 12)

## List of figures

- Figure 1: MaaS Business Models summary
- Figure 2: MaaS Business Models constructs

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## **Appendix 1: Schedule applicability matrix**

	Schedules		Bi-lateral Agreements					
Pillar			Sponsor / MSP	MSP / TSP	Consumer	IIP / TSP	IIP / MSP	
Governance	1	Definitions	✓	✓	✓	✓	✓	
	2	Services	✓	✓	✓	✓	✓	
	3	Products & Pricing	<b>✓</b>	✓	<b>√</b>	Not required as TSP's should advertise their product catalogue for the IIP to integrate and make available to (the) MSP(s)		
	4	Counterparty responsibilities	✓	✓	✓	✓	✓	
	5	Participation requirements	✓	✓	✓	✓	✓	
	6	Charges and Fees (Overview)	✓	✓	<b>√</b>	✓	✓	
	7	Revenue Collection, Allocation / Apportionment, and Settlement Rules (overview)	<b>√</b>	<b>√</b>	<b>√</b>	Dependent on whether the IIP provides data pass through or is involved in revenue collection and distribution		
	8	Service Management	✓	✓	✓	✓	✓	
	9	Security, Privacy, and Confidentiality	<b>√</b>	✓	✓	✓	✓	
	10	Governance	<b>√</b>	✓	Unlikely but Consumers may be involved in Scheme Governance in some jurisdictions	<b>√</b>	✓	

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	Schedules		Bi-lateral Agreements					
Pillar			Sponsor / MSP	MSP / TSP	Consumer	IIP / TSP	IIP / MSP	
	11	Change Control	<b>√</b>	<b>√</b>	Insofar as Consumers accept changes to Terms and Conditions			
	12	Exit & Termination	✓	<b>√</b>	Where related to early exit from subscription packages	✓	✓	
	13	Dispute Resolution	✓	✓	✓	✓	✓	
	14	Claims	✓	✓	✓	✓	✓	
	15	Branding / Publicity	✓	✓		✓		
	16	Data Processing and Sharing	✓	✓	✓	✓	<b>√</b>	
	17	Audit & Assurance	<b>√</b>	Dependent on local regulatory requirements		Dependent on local regulatory requirements	Dependent on local regulatory requirements	
	18	Survivability of terms	✓	✓	✓	✓	✓	
Financial	19	Revenue Allocation & Working Capital Management	✓	<b>√</b>	Potentially if Consumers benefit from financial rewards from the Scheme			
	20	Capital Expenditure and cost recovery	✓	✓		✓	<b>√</b>	
	21	Operating Expenditure and cost recovery	✓	✓	Potentially in a B2B2C context	✓	✓	

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	Schedules		Bi-lateral Agreements					
Pillar			Sponsor / MSP	MSP / TSP	Consumer	IIP / TSP	IIP / MSP	
	22	Penalties & Performance Incentives	✓	✓	✓	✓	✓	
	23	Insurances	✓	✓	✓	✓	✓	
Commercial	24	Liabilities	✓	✓	✓	✓	✓	
	25	Indemnities	✓	✓		✓	✓	
	26	Fees	✓	✓	✓	✓	✓	
	27	Funding Model	✓					
	28	Subsidies & Industry Incentives	✓	<b>√</b>	✓	✓	✓	
	29	Intellectual Property	✓	✓		✓	✓	
	30	Licensing	✓	✓	✓	✓	✓	
	31	Deposits	✓	✓	✓			
	32	Procurement rules	✓	✓				
	33	Legal	✓	✓	✓	✓	✓	
	34	Default & Force Majeure	✓	✓	✓	✓	✓	

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