



Agreement Reference Number: TFL 90880 – Lot 1

Outline Agreement Number: 4600004717/10

Date: 15 March 2015

**Framework Agreement
for the Provision of Services**

between

Transport for London

and

T-Three

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THIS AGREEMENT is made the 31st March 2015

BETWEEN:

- (1) Transport for London (“**the Contracting Authority**”); and
- (2) T-Three, a company registered in England and Wales (Company Registration Number 6495180) whose registered office is at 5 Caxton Place House, Broad Street, Great Cambourne, CB23 6NJ (“**the Service Provider**”).

RECITALS:

- A. The Parties wish to enter into a framework agreement which will enable the Authority, from time to time, to enter into a Call-Off Contract or a series of Call-Off Contracts with the Service Provider for some or all of the Services of the type described in Schedule 3.
- B. The terms and conditions of this Agreement shall apply to the Services to be provided by the Service Provider under any Call-Off Contract.
- C. This framework agreement can be utilised by the Contracting Authority or any other member of the TfL Group.
- D. The terms and conditions of this Agreement provide that the Greater London Authority or any of its other functional bodies may, if the Service Provider so agrees, contract with the Service Provider on the terms set out in this Agreement.

THE PARTIES AGREE THAT:

In consideration of the payment by the Authority to the Service Provider of £5.00 (the receipt and sufficiency of which is acknowledged by the Service Provider) and the mutual promises and covenants set out in this Agreement, the Parties agree as follows:

1. Definitions and Interpretations

In the Agreement (including the Recitals):

- 1.1 unless the context indicates otherwise the following expressions shall have the following meanings:

“Agreement”	this framework agreement, including the Schedules and all other documents referred to in this Agreement;
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“Agreement Commencement Date”	the date for commencement of this Agreement specified in Schedule 1;
“Agreement Reference Number”	the reference number for this Agreement as set out in Schedule 1;
“Authority”	the Contracting Authority and or any TfL Group member utilising this Agreement;
“Business Day”	any day excluding Saturdays, Sundays or public or bank holidays in England;
“Call-Off Contract”	a call-off contract in the form set out in Schedule 6 that has been executed by the Service Provider and the Authority, which incorporates this Agreement and includes any attachments and any documents expressly referred to in that Call-Off Contract;
“Call-Off Contract Number”	the reference number for a Call-Off Contract, as specified in the relevant Call-Off Contract;
“Call-Off Co-ordinator”	the person named as such in a Call-Off Contract or such other person as notified to the Service Provider by the Authority;
“Call-Off Term”	the duration of a Call-Off Contract, as set out in the relevant Call-Off Contract;
“Charges”	the charges payable by the Authority, in consideration of the due performance of the Services, as specified in or calculated in accordance with a Call-Off Contract;
“Confidential Information”	all information (whether written or oral) that by its nature may reasonably be regarded as confidential to the Authority or any other member of the TfL Group (whether commercial, financial, technical or otherwise) including information which relates to the business affairs, customers, suppliers, products, software, telecommunications, networks, trade secrets, know-how or personnel of the Authority or any member of the TfL Group;

“Contract Information”

- (i) the Agreement and any Call-Off Contract in their entirety (including from time to time agreed changes to the Agreement or to any Call-Off Contract); and
- (ii) data extracted from the invoices submitted pursuant to Clause 7 which shall consist of the Service Provider’s name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount;

“Force Majeure Event”

any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the Party relying on the Force Majeure Event (“**Affected Party**”) to perform its obligations in accordance with the terms of this Agreement but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the Affected Party or the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact;

“Holding Company”

any company which from time to time directly or indirectly controls the Service Provider where “control” is as defined by section 840 of the Income and Corporation Taxes Act 1988;

“Insolvency Event”

any of the following:

- (a) the Service Provider and/or the Holding Company making any voluntary arrangement with its creditors or becoming subject to an administration order;
- (b) a receiver, administrative receiver,

manager, or administrator being appointed over all or part of the business of the Service Provider and/or the Holding Company;

- (c) being a company, the Service Provider and/or the Holding Company having passed a resolution for its winding-up or being subject to a petition for its winding-up (except for the purposes of a voluntary amalgamation, reconstruction or other re-organisation without insolvency);
- (d) the Service Provider and/or the Holding Company ceasing or threatening to cease to carry on its business for any reason and/or being unable to pay its debts within the meaning of the Insolvency Act 1986;
- (e) being an individual or firm, the Service Provider becoming bankrupt or dying;
- (f) any similar event to those in (a) to (e) above occurring in relation to the Service Provider and/or the Holding Company under the law of any applicable jurisdiction for those purposes;

“Intellectual Property Rights”

any patent, know-how, trade mark or name, service mark, design right (in each case whether registered or unregistered), copyright, rights in passing off, database right, rights in commercial or technical information, any other rights in any invention, discovery or process and any other intellectual property rights, whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect in each case in the United Kingdom and anywhere else in the world;

“Key Personnel”	the Service Provider’s key personnel named as such in Schedule 1 or any relevant Call-Off Contract;
“Losses”	all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and judgments;
“Milestone”	an event which is the completion of one or more of the specified activities as may be set out in the Project Plan;
“Mini-Competition”	a competitive process which the Authority may from time to time utilise to select a service provider to carry out Services from time to time;
“Parties”	the Authority and the Service Provider (including their successors and permitted assignees) and “Party” shall mean either of them as the case may be;
“Project Plan”	the plan (if any) set out in a Call-Off Contract in relation to the performance and timing of the Services under a Call-Off Contract which may include Milestones;
“Procurement Manager”	the person named as such in Schedule 1 or such other person as notified to the Service Provider by the Authority;
“Proposal”	the Service Provider’s offer to provide Services in response to a request Form. A Proposal must include a draft Call-Off Contract signed by the Service Provider;
“Request Form”	a document produced by the Authority pursuant to clause 3, setting out its request for a Proposal, which document shall be in the form set out in Schedule 5A or Schedule 5B or in such other form as may be notified to the Service

	Provider by the Authority from time to time;
“Required Date”	the date or dates on or by which each Milestone is required to be completed as set out in the Project Plan or, in the absence of any Milestones, the date or dates on or by which the Services are required to be provided as set out in the Project Plan;
“Service Provider Equipment”	the equipment and materials of whatsoever nature used by the Service Provider in providing the Services which do not themselves form part of the Services and in which title is not intended to pass to the Authority under any Call-Off Contract;
“Service Provider’s Manager”	the person who is identified as the Service Provider’s Manager in the Call-Off Contract for the relevant Services;
“Service Provider’s Personnel”	all such employees, officers, suppliers, sub-contractors and agents of the Service Provider as are engaged in the performance of any of the Services and including the Key Personnel;
“Services”	<p>(a) all or any part of the services to be provided to, or activities to be undertaken and completed for, the Authority by the Service Provider under a Call-Off contract as detailed in such Call-Off Contract including any variations to such services and/or activities pursuant to Clause 32; and</p> <p>(b) any services, functions or responsibilities which may be reasonably regarded as incidental to the foregoing services or activities and which may be reasonably inferred from the Call-Off Contract;</p>
“Specification”	the specification and other requirements set out in Attachment 1 of the Call-Off Contract;

- “Term”** the period during which this Agreement continues in force as set out in Schedule 1;
- “TfL”** Transport for London, a statutory corporation established under the Greater London Authority Act 1999;
- “TfL Group”** TfL and all its subsidiaries (as defined in section 736 of the Companies Act 1985) from time to time together with Cross London Rail Links Limited (company number 04212657) and reference to any **“member of the TfL Group”** shall refer to TfL or any such subsidiary;
- “TfL Premises”** any land or premises (including temporary buildings) owned or occupied by or on behalf of any member of the TfL Group (including for the avoidance of doubt the Authority);
- “Transparency Commitment”** means the transparency commitment stipulated by the UK government in May 2010 (including any subsequent legislation) in accordance with which the Authority is committed to publishing its contracts, tender documents and data from invoices received; and
- “VAT”** means value added tax as provided for in the Value Added Tax Act 1994 and any tax replacing the same or of a similar nature.
- 1.2 a reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders;
- 1.3 a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of this Agreement;
- 1.4 a reference to any document other than as specified in Clause 1.3 and save as expressed otherwise shall be construed as a reference to the document as at the date of execution of this Agreement;

- 1.5 headings are included in the Agreement for ease of reference only and do not affect the interpretation or construction of the Agreement;
- 1.6 references to Clauses and Schedules are, unless otherwise provided, references to clauses of, and schedules to, the Agreement and any reference to a paragraph in any Schedule shall, in the absence of provision to the contrary, relate to the paragraph in that Schedule;
- 1.7 in the event, and only to the extent, of any conflict between the Clauses and the Schedules, the Clauses prevail, except where:
 - 1.7.1 the conflicting part of the Schedule is explicitly expressed to take precedence;
 - 1.7.2 the conflict is with a provision in Schedule 2 (Special Conditions of Agreement), in which case the provisions in Schedule 2 shall prevail; or
 - 1.7.3 the conflict is with a provision in Attachment 3 (Special Conditions of Call-Off), in which case the provisions in Attachment 3 shall prevail;
- 1.8 except as otherwise expressly provided in any Call-Off Contract, and subject to Clause 1.7, if there is any inconsistency between any of these Clauses, the Schedules, any Call-Off Contract or any other document referred to in or incorporated into this Agreement or any Call-Off Contract, the order of priority for the purposes of construction is:
 - 1.8.1 each Call-Off Contract;
 - 1.8.2 these Clauses;
 - 1.8.3 the Schedules;
 - 1.8.4 any other document referred to in or incorporated by reference into this Agreement or any Call-Off Contract;
- 1.9 the Schedules form part of the Agreement and will have the same force and effect as if expressly set out in the body of the Agreement;
- 1.10 the expression “person” means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture; and
- 1.11 the words “including”, “includes” and “included” will be construed without limitation unless inconsistent with the context.

2. Framework Agreement

- 2.1 The purpose of this Agreement is to:

- 2.1.1 provide a mechanism whereby the Parties may enter into Call-Off Contracts;
 - 2.1.2 provide the framework to administer each Call-Off Contract; and
 - 2.1.3 set out the obligations of the Parties.
- 2.2 The Services that may be requested by the Authority and provided by the Service Provider are of the type described in Schedule 3 or as more particularly described in each Call-Off Contract. The Authority's requirements may vary and this Agreement shall not place the Authority under any obligation to procure the Services from the Service Provider at a particular time or at all. This Agreement is not an exclusive arrangement and nothing in this Agreement shall operate to prevent the Authority from engaging any other organisations or persons to provide services similar to or the same as the Services.
- 2.3 Clause 3 sets out the procedure by which the Parties may enter into a Call-Off Contract. Each Call-Off Contract shall be a binding agreement on the Parties and shall incorporate the terms and conditions of this Agreement.
- 2.4 The Service Provider shall commence provision of the relevant Services in accordance with the Call-Off Contract. The Service Provider must not commence any Services without an agreed Call-Off Contract.
- 2.5 All Charges in respect of a Call-Off Contract shall be set out in the relevant Call-Off Contract and shall not exceed the rates set out in Schedule 4.

3. Call-Off Procedure

- 3.1 At any time during the duration of this Agreement, the Authority may identify Services which at its sole discretion it wishes to let under the terms of this Agreement.
- 3.2 Where the Authority opts to appoint the Service Provider direct without the need for a Mini-Competition, it will issue to the Service Provider a Request Form substantially in the form set out in Schedule 5A, specifying the Services to be provided, in which event:
 - 3.2.1 the Service Provider shall promptly confirm receipt of such Request Form;
 - 3.2.2 the Service Provider shall respond to the Request Form by completing a Proposal an offer capable of acceptance, or by notifying the Authority in writing that it does not intend to submit a Proposal. The Service Provider shall so respond to the Authority by the date specified in the Request Form or, if no such date is specified, within 10 Business Days of receiving the Request Form, or by such other date as may be agreed with the Call-Off Co-

ordinator. A Proposal must remain valid for at least 90 Business Days from the date it is submitted to the Authority;

- 3.2.3 after receipt of an acceptable Proposal, the Authority will forward to the Service Provider two copies of the Call-Off Contract. The Service Provider shall sign both copies and return same to the Authority within 10 Business Days of receipt. The Call-Off Co-ordinator will arrange for both copies of the Call-Off Contracts to be signed by the Authority and will send a completed signed Call-Off Contract to the Service Provider.
- 3.3 Where the Authority opts to undertake a Mini-Competition it will issue to those Service Providers on the framework that are the subject of this Agreement, that it assesses in its sole discretion, are capable of providing the Services to the Authority's satisfaction, a Request Form as set out in Schedule 5B, specifying the Services to be provided. In the event that the Service Provider receives such a Request Form:
 - 3.3.1 the Service Provider shall immediately confirm receipt of such Request Form;
 - 3.3.2 the Service Provider shall respond to a Request Form by completing a Proposal as an offer capable of acceptance or by notifying the Authority in writing that it does not intend to submit a Proposal. The Service Provider shall respond to the Authority by the date specified in the Request Form or, if no such date is specified, within 10 Business Days of receiving the Request Form, or by such other date as may be agreed with the Call-Off Co-ordinator. A Proposal must remain valid for at least 90 Business Days from the date it is submitted to the Authority;
 - 3.3.3 the Authority will award the relevant Call-Off Contract to the Proposal that is the most economically advantageous with reference to the assessment criteria set out in the Request Form as they relate to the Service(s) in question.
- 3.4 Each Call-Off Contract shall be a binding agreement on the Parties and shall incorporate the terms and conditions of this Agreement, as may have been amended in such Call-Off Contract and such documentation shall together form a separate agreement between the parties.
- 3.5 A Request Form and anything prepared or discussed by the Authority shall constitute an invitation to treat and shall not constitute an offer capable of acceptance by the Service Provider. The Authority shall not be obliged to consider or accept any Proposal submitted by the Service Provider.
- 3.6 A draft Call-Off Contract shall only become a Call-Off Contract upon execution of the draft Call-Off Contract by the Authority.
- 3.7 The Authority is not obliged to approve or sign any Call-Off Contract.

- 3.8 Unless otherwise expressly agreed in writing with the Authority; the Service Provider shall not be entitled to charge under this Agreement for any work involved in any receipt and/or confirmation of any Request Form, and/or any response to any Request Form as contemplated in this clause 3.
- 3.9 Where reasonably requested to do so by the Greater London Authority (“GLA”) or any of its other functional bodies (currently, the London Development Agency, the Metropolitan Police, the London Fire and Emergency Planning Authority) (“Functional Bodies”) and provided the Service Provider is willing to so contract, the Service Provider shall contract with such other members of the GLA Group on the terms of this Agreement mutatis mutandis. The GLA or the Functional Bodies can not affect or amend this Agreement and that each Call-Off Contract is specifically between the Service Provider and the GLA or appropriate Functional Body and the TfL Group shall in no way be liable for the GLA or appropriate Functional Bodies obligations arising out of such Call-Off Contract.

4. Term of Agreement and Call-Off Contracts

- 4.1 This Agreement (but not a Call-Off Contract) commences on the Agreement Commencement Date and continues in force for the Term unless terminated earlier, either in whole or in part, in accordance with this Agreement.
- 4.2 Each Call-Off Term shall be set out in the relevant Call-Off Contract. Unless stated otherwise in a Call-Off Contract, the Call-Off Term and the Services provided pursuant to a Call-Off Contract may extend beyond the termination or expiry of this Agreement, in which case the provisions of this Agreement shall survive such expiry or termination to the extent that such provisions are relevant to any such Call-Off Contract.
- 4.3 A Call-Off Contract may expire or be terminated in accordance with its terms or Clause 28 but such expiry or termination shall not, in and of itself, give rise to an expiry or termination of any other Call-Off Contract or this Agreement.

5. The Services

- 5.1 The Service Provider:
- 5.1.1 shall provide the Services specified in a Call-Off Contract to the Authority in accordance with this Agreement and the terms of the relevant Call-Off Contract;
 - 5.1.2 acknowledges that it has sufficient information about the Authority and the Specification and that it has made all appropriate and necessary enquiries to enable it to perform the Services in accordance with the relevant Call-Off Contract;

- 5.1.3 shall comply with all lawful and reasonable directions of the Authority relating to its performance of the Services under any Call-Off.
- 5.2 Notwithstanding anything to the contrary in this Agreement, the Authority's discretion in carrying out its statutory duties shall not be fettered or otherwise constrained or affected by any provision of this Agreement or relevant Call-Off Contract.
- 5.3 The Service Provider shall provide the Services under each Call-Off Contract:
 - 5.3.1 with the high degree of skill, care and diligence normally exercised by recognised professional firms or by highly skilled and experienced service providers providing services of a similar scope, type and complexity to the Services and with sufficient resources including project management resources;
 - 5.3.2 in conformance in all respects with the Specification and so that they fulfil the purpose indicated by or to be reasonably inferred from the Specification; and
 - 5.3.3 in a safe manner and free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner.

6. Charges

- 6.1 The Service Provider shall invoice the Authority in accordance with the procedures set out in Clause 7 and in consideration of, and subject to the due performance of the Services by the Service Provider, the Authority shall pay the Service Provider the Charges in accordance with those procedures and any other terms and conditions of the relevant Call-Off Contract.
- 6.2 The Service Provider is not entitled to reimbursement for expenses unless such expenses are specified in a Call-Off Contract or have been incurred with the prior written consent of the Authority, in which case the Service Provider shall supply appropriate evidence of expenditure in a form acceptable to the Authority.
- 6.3 All Charges exclude any VAT which may be chargeable, which will be payable in addition to the sum in question at the rate and in the manner for the time being prescribed by law on delivery of a valid VAT invoice.

7. Payment Procedures and Approvals

- 7.1 The Service Provider shall invoice the Authority in respect of the Charges:

- 7.1.1 monthly in arrears during the Call-Off Contract Term; or
 - 7.1.2 at such dates or at the end of such other periods as may be specified in the relevant Call-Off Contract; or
 - 7.1.3 if specified in a Call-Off Contract, on completion of each milestone. It is a condition precedent of the submission of an invoice on completion of a milestone that all preceding milestones specified in the relevant Call-Off Contract have been completed.
- 7.2 The Service Provider shall submit invoices to the address set out in each Call-Off Contract, each such invoice shall contain all information required by the Authority including the Agreement Number, relevant Call-Off Contract Number, SAP order number, the Authority Account Details, the Service Provider's name and address, a separate calculation of VAT and a brief description of the Services provided. Invoices shall be clear, concise, accurate, and adequately descriptive to avoid delays in processing subsequent payment.
- 7.3 In the event of a variation to the Services in accordance with this Agreement or the relevant Call-Off Contract that involves the payment of additional charges to the Service Provider, the Service Provider shall identify these separately on the relevant invoice.
- 7.4 If the Authority considers that the Charges claimed by the Service Provider in any invoice have under the relevant Call-Off Contract:
- 7.4.1 been correctly calculated and that such invoice is otherwise correct, the invoice shall be approved and payment shall be made by bank transfer (Bank Automated Clearance System (BACS)) or such other method as the Authority may choose from time to time within 30 days of receipt of such invoice or such other time period as may be specified in the relevant Call-Off Contract;
 - 7.4.2 not been calculated correctly and/or if the invoice contains any other error or inadequacy, the Authority shall notify the Service Provider and the Parties shall work together to resolve the error or inadequacy. Upon resolution, the Service Provider shall submit a revised invoice to the Authority.
- 7.5 No payment made by the Authority (including any final payment) or act or omission or approval by the Authority or contract Manager or Call-Off Co-ordinator (whether related to payment or otherwise) shall:
- 7.5.1 indicate or be taken to indicate the Authority's acceptance or approval of the Services or any part of them or any act or omission of the Service Provider, or otherwise prejudice any rights, powers or remedies which the Authority may have against the Service Provider, or absolve the Service Provider from any obligation or

liability imposed on the Service Provider under this Agreement or a Call-Off Contract; or

- 7.5.2 prevent the Authority from recovering any amount overpaid or wrongfully paid including payments made to the Service Provider by mistake of law or fact. Without prejudice to Clause 19, the Authority shall be entitled to withhold such amount from any sums due or which may become due to the Service Provider or the Authority may recover such amount as a debt under this Agreement or a Call-Off Contract.

8. Warranties and Obligations

- 8.1 Without prejudice to any other warranties expressed elsewhere in this Agreement or implied by law, the Service Provider warrants, represents and undertakes that:

- 8.1.1 the Service Provider:

- 8.1.1.1 has full capacity and authority and all necessary licences, permits, permissions, powers and consents (including, where its procedures so require, the consent of its holding company as defined in section 736 of the Companies Act 1985) to enter into and to perform the Agreement and any relevant Call-Off Contract; and

- 8.1.1.2 is aware of the purposes for which the Services are required and acknowledges that the Authority is reliant upon the Service Provider's expertise and knowledge in the provision of the Services; and

- 8.1.1.3 is entering into this Agreement and any relevant Call-Off Contract as principal and not as agent for any person and that it will act as an independent contractor in carrying out its obligations under this Contract;

- 8.1.2 the Agreement and Call-Off Contract is executed by a duly authorised representative of the Service Provider;

- 8.1.3 the Service Provider shall provide the Services:

- 8.1.3.1 in accordance with the relevant Call-Off Contract and the terms of this Agreement and with all due skill, care and diligence as may be expected of appropriately qualified and experienced persons (of a professional level if appropriate) with appropriate skill and experience in providing services of a similar scope, type, nature and complexity to the Services;

- 8.1.3.2 in a safe manner and free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner;
 - 8.1.4 all materials, equipment and goods under the relevant Call-Off Contract or supplied by the Service Provider shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979 (as amended), sound in design and in conformance in all respects with the requirements specified in the relevant Call-Off Contract; and
 - 8.1.5 all documents, drawings, computer software and any other work prepared or developed by the Service Provider or supplied to the Authority under the relevant Call-Off Contract shall not infringe any Intellectual Property Rights or any other legal or equitable right of any person.
- 8.2 Each warranty and obligation in this Clause 8 shall be construed as a separate warranty or obligation (as the case may be) and shall not be limited or restricted by reference to, or reference from, the terms of any other such warranty or obligation or any other term of this Agreement.

9. Contractual Management

- 9.1 The Contracting Authority authorises the Procurement Manager to act as the Authority's representative for all purposes of this Agreement and the Service Provider shall deal with the Procurement Manager (or his or her nominated representative) in respect of all matters arising under this Agreement, unless notified otherwise. The Authority will appoint a Call-Off Co-ordinator in respect of each Call-Off Contract in relation to matters arising under a Call-Off Contract, unless otherwise notified by the Authority.
- 9.2 The Service Provider Manager shall act as the Service Provider's representative for all purposes of this Agreement. In respect of each Call-Off Contract, the Service Provider shall provide the Key Personnel. The Service Provider Manager and the Key Personnel and shall procure that they:
- 9.2.1 diligently supervise the performance of the Services;
 - 9.2.2 attend all contract meetings with the Authority (the location, frequency and time of which shall be specified by the Procurement Manager or the relevant Call-Off Co-ordinator from time to time); and
 - 9.2.3 be available to the Authority to resolve any issues arising in connection with this Agreement or Call-Off Contract at such time periods as are specified in the relevant Call-Off Contract.

- 9.3 The Service Provider may only make any changes to the Service Provider Manager or Key Personnel (except in the event of sickness, incapacity or resignation) with the prior consent of the Authority (which shall not be unreasonably withheld).
- 9.4 No act of or omission by or approval from either the Authority, the Procurement Manager, or any Call-Off Co-ordinator in performing any of their respective duties under or in connection with this Agreement or relevant Call-Off Contract shall in any way operate to relieve the Service Provider of any of its duties, responsibilities, obligations or liabilities under this Agreement and relevant Call-Off Contract.

10. Service Provider's Personnel

- 10.1 Nothing in this Agreement or any Call-Off Contract will render the Service Provider's Personnel, an employee, agent or partner of the Authority or of any member of the TfL Group by virtue of the provision of the Services by the Service Provider under this Agreement or Call-Off Contract and the Service Provider shall be responsible for making appropriate deductions for tax and national insurance contributions from the remuneration paid to the Service Provider's Personnel.
- 10.2 The Service Provider shall provide the Service Provider's Personnel as necessary for the proper and timely performance and management of the Services in accordance with the relevant Call-Off Contract.
- 10.3 Without prejudice to any of the Authority's other rights, powers or remedies, the Authority may (without liability to the Service Provider) deny access to such Service Provider's Personnel to any TfL Premises if such Service Provider's Personnel in the Authority's view have not been properly trained in any way required by a relevant Call-Off Contract and/or are otherwise incompetent, negligent, and/or guilty of misconduct and/or who could be a danger to any person and shall notify the Service Provider of such denial in writing; the Service Provider shall immediately remove such Service Provider's Personnel from performing the Services and provide a suitable replacement (with the Call-Off Co-ordinator's prior consent in the case of Key Personnel).
- 10.4 The Service Provider shall indemnify, keep indemnified and hold harmless the Authority from and against all liabilities, costs, expenses, injuries, direct or indirect or consequential loss, damages, claims, demands, proceedings and legal costs (on a full indemnity basis) which the Authority or the TfL Group incur or suffer whenever arising or brought by the Service Provider's Personnel or any person who may allege to be the same.
- 10.5 The Service Provider shall pay to the Service Provider's Personnel not less than the amounts declared to the Authority (if any) as part of the tender process for this Agreement and the relevant Call-Off Contract and not less than the amounts to which the Service Provider's Personnel are contractually entitled.

11. Sub-Contracting and Change of Ownership

- 11.1 The Service Provider shall not assign or sub-contract all or any part of the Services without the prior written consent of the Authority identifying the relevant sub-contractor which may be refused or granted subject to such conditions as the Authority sees fit.
- 11.2 Where the Service Provider sub-contracts all or any part of the Services to any person, the Service Provider shall:
 - 11.2.1 ensure that such person is obliged to comply with all of the obligations and duties of the Service Provider under the relevant Call-Off Contract insofar as they relate to the Services or part of them (as the case may be) which that sub-contractor is required to provide;
 - 11.2.2 be responsible for payments to that person; and
 - 11.2.3 remain solely responsible and liable to the Authority for any breach of the relevant Call-Off Contract or any performance, non-performance, part-performance or delay in performance of any of the Services by any sub-contractor to the same extent as if such breach, performance, non-performance, part-performance or delay in performance had been carried out by the Service Provider.
- 11.3 The Service Provider shall:
 - 11.3.1 not without the prior written consent of the contracting Authority undergo any change in the ownership of the Service Provider where such change relates to 50% or more of the issued share capital of the Service Provider; and
 - 11.3.2 give notice to the Authority in the event that there is any change in the ownership of the Holding Company where such change relates to 50% or more of the issued share capital of the Holding Company, such notice to be given within 10 Business Days of the date on which such change takes effect.

12. Conflict of Interest

- 12.1 The Service Provider warrants that it does not and will not have any interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services or any member of the TfL Group, save to the extent fully disclosed to and approved by the Authority.
- 12.2 The Service Provider shall check for any conflict of interest at regular intervals throughout the duration of this Agreement and in any event not less than once in every six months and shall notify the Contracting Authority in writing immediately upon becoming aware of any actual or

potential conflict of interest with the Services or any member of the TfL Group and shall work with the Contracting Authority to do whatever is necessary (including the separation of staff working on, and data relating to, the Services from the matter in question) to manage such conflict to the Contracting Authority's satisfaction, provided that, where the Contracting Authority is not so satisfied, it may terminate this Agreement and all Call-Off Contracts, in existence, in accordance with Clause 28.1.4.

13. Access to Premises

13.1 Subject to Clause 10.3 any access to any TfL Premises made available to the Service Provider in connection with the proper performance of the Call-Off Contract shall be free of charge and shall be used by the Service Provider solely for the purpose of performing the Services during the Call-Off Contract Term, for the avoidance of doubt, that the Service Provider shall be responsible for its own costs or travel including any congestion charging. The Service Provider shall:

13.1.1 have the use of such TfL Premises as licensee and shall not have or purport to claim any sole or exclusive right to possession or to possession of any particular part of such TfL Premises;

13.1.2 vacate such TfL Premises upon the termination or expiry of the relevant Call-Off Contract or at such earlier date as the Authority may determine;

13.1.3 not exercise or purport to exercise any rights in respect of any TfL Premises in excess of those granted under this Clause 13.1;

13.1.4 ensure that the Service Provider's Personnel carry any identity passes issued to them by the Authority at all relevant times and comply with the Authority's security procedures as may be notified by the Authority from time to time; and

13.1.5 not damage the TfL Premises or any assets on the TfL Premises.

13.2 Nothing in this Clause 13 shall create or be deemed to create the relationship of landlord and tenant in respect of any TfL Premises between the Service Provider and any member of the TfL Group.

13.3 The Authority shall be under no obligation to provide office or other accommodation or facilities or services (including telephony and IT services) to the Service Provider except as may be specified in any Call-Off Contract.

14. Compliance with Policies and Law

14.1 The Service Provider, at no additional cost to the Authority:

- 14.1.1 undertakes to procure that all the Service Provider's Personnel comply with all of the Authority's policies and standards that are relevant to the performance of the Services, including the provisions set out in Schedule 8 and those relating to safety, security, business ethics, drugs and alcohol and any other on site regulations specified by the Authority for personnel working at TfL Premises or accessing the Authority's computer systems. The Authority shall provide the Service Provider with copies of such policies and standards on request;
- 14.1.2 shall provide the Services in compliance with all requirements of all Acts of Parliament, statutory instruments, court orders, regulations, directives, European Community decisions (insofar as legally binding), bye-laws, treaties and other regulatory requirements relevant to the Service Provider's business and/or the Authority's business, from time to time in force which are or may become applicable to the Services. The Service Provider shall promptly notify the Authority if the Service Provider is required to make any change to the Services for the purposes of complying with its obligations under this Clause 14.1.2;
- 14.1.3 without limiting the generality of Clause 14.1.2, shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;
- 14.1.4 acknowledges that the Authority is under a duty under section 71 of the Race Relations Act 1976 and under section 49A of the Disability Discrimination Act 1995 to have due regard to the need to eliminate unlawful discrimination on the grounds of race or disability (as the case may be) and to promote equality of opportunity between persons of different racial groups and between disabled people and other people (as the case may be). In providing the Services, the Service Provider shall assist and co-operate with TfL and/or the Authority where possible in satisfying this duty;
- 14.1.5 acknowledges that TfL is under a duty by virtue of a direction under section 155 of the Greater London Authority Act 1999 in respect of section 404(2) of that Act to have due regard to the need to:
- 14.1.5.1 promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;
 - 14.1.5.2 eliminate unlawful discrimination; and
 - 14.1.5.3 promote good relations between persons of different racial groups, religious beliefs and sexual orientation,

and in providing the Services, the Service Provider shall assist and co-operate with the Authority where possible to enable TfL to satisfy its duty;

14.1.6 without prejudice to any other provision of this Clause 14.1 or the Schedules, shall comply with any provisions set out in the Schedules that relate to traffic management and shall comply with the reasonable instructions of TfL's Traffic Manager as may be made available to the Service Provider from time to time. For the purposes of this Clause 12.1.6, "Traffic Manager" means TfL's traffic manager appointed in accordance with section 17 of the Traffic Management Act 2004; and

14.1.7 shall promptly notify the Service Provider's Personnel and the Authority of any health and safety hazards that exist or may arise in connection with the performance of the Services.

In all cases, the costs of compliance with this Clause 14.1 shall be borne by the Service Provider.

14.2 Without prejudice to Clause 14.1, the Service Provider shall comply with the Authority's workplace harassment policy as updated from time to time (copies of which are available on request from the Authority) and with the Authority's Code of Conduct (which is available on the Authority's website, www.tfl.gov.uk).

14.3 In providing the Services, the Service Provider shall (taking into account best available techniques not entailing excessive cost and the best practicable means of preventing, or counteracting the effects of any noise or vibration) have appropriate regard (insofar as the Service Provider's activities may impact on the environment) to the need to:

14.3.1 preserve and protect the environment and to the need to avoid, remedy and mitigate any adverse effects on the environment;

14.3.2 enhance the environment and have regard to the desirability of achieving sustainable development;

14.3.3 conserve and safeguard flora, fauna and geological or physiological features of special interest; and

14.3.4 sustain the potential of natural and physical resources and the need to safeguard the life-supporting capacity of air, water, soil and ecosystems.

15. Corrupt Gifts and Payment of Commission

The Service Provider shall not, and shall ensure that its employees, agents and sub-contractors do not, pay any commission, fees or grant any rebates

to any employee, officer or agent of the Contracting Authority or any member of the TfL Group nor favour any employee, officer or agent of the Contracting Authority or any member of the TfL Group with gifts or entertainment of significant cost or value nor enter into any business arrangement with employees, officers or agents of the Contracting Authority or any member of the TfL Group other than as a representative of the Authority, without the Authority's prior written approval.

16. Equipment

16.1 Risk in:

16.1.1 all Service Provider Equipment shall be with the Service Provider at all times; and

16.1.2 all other equipment and materials forming part of the Services (title to which will pass to the Authority) ("**Materials**") shall be with the Service Provider at all times until completion of the Services in accordance with the relevant Call-Off Contract.

regardless of whether or not the Service Provider's Equipment and Materials are located at TfL Premises:

16.2 The Service Provider shall ensure that all Service Provider's Equipment and all Materials meet all minimum safety standards required from time to time by law.

17. Quality and Best Value

The Service Provider acknowledges that TfL is a best value authority for the purposes of the Local Government Act 1999 and as such TfL is required to make arrangements to secure continuous improvement in the way it exercises its functions, having regard to a combination of economy, efficiency and effectiveness, as such, the Service Provider shall, where reasonably requested by the Authority, participate in any relevant best value review.

18. Records, Audit and Inspection

18.1 The Service Provider shall, and shall procure that its sub-contractors shall: +

18.1.1 maintain a complete and correct set of records pertaining to all activities relating to the performance of the Services and the Service Provider's obligations under this Agreement and the relevant Call-Off Contract and all transactions entered into by the Service Provider for the purposes of this Agreement (including time-sheets for the Service Provider's Personnel where such records are material to the calculation of the Charges) ("**Records**");

18.1.2 retain all Records during the Term and Call-Off Term and for a period of not less than 6 years (or such longer period as may be required by law) following termination or expiry of this Agreement or relevant Call-Off Contract ("**Retention Period**").

18.2 The Authority and any person nominated by the Authority has the right to audit any and all Records at any time during the Retention Period on giving to the Service Provider what the Authority considers to be reasonable notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of the Service Provider's performance of the Services and the Service Provider shall give all reasonable assistance to the Authority or its nominee in conducting such inspection, including making available documents and staff for interview.

19. Set-Off

The Authority will be entitled but not obliged at any time or times to set off any liability of the Service Provider to the Authority against any liability of the Authority to the Service Provider.

20. Indemnity

20.1 Subject to Clause 20.2, the Service Provider is responsible for and shall indemnify, keep indemnified and hold harmless the Authority and the other members of the TfL Group (including their respective employees, sub-contractors and agents) ("**the Indemnified Party**") against all Losses which the Indemnified Party incurs or suffers as a consequence of any direct or indirect breach or any negligent performance of this Agreement or any relevant Call-Off Contract by the Service Provider (or any of its employees, agents or sub-contractors) (including in each case any non-performance or delay in performance of this Agreement) or of any breach of statutory duty, misrepresentation or misstatement by the Service Provider (or any of its employees or sub-contractors).

20.2 The Service Provider is not responsible for and shall not indemnify the Authority for any Losses to the extent that such Losses are caused by any breach or negligent performance of any of its obligations under this Agreement or Call-Off Contract by the Authority and/or any other member of the TfL Group including by any of their respective employees or agents.

21. Insurance

21.1 The Service Provider will at its sole cost maintain employer's liability and motor insurance cover as required by law and insurance cover in the sum of £5 million per claim (in terms approved by the Authority) in respect of the following to cover the Services ("**the Insurances**") and will ensure that the Authority's interest is noted on each and every policy:

21.1.1 public liability to cover injury and loss to third parties;

- 21.1.2 insurance to cover the loss or damage to any item related to the Services;
 - 21.1.3 product liability; and
 - 21.1.4 professional indemnity or, where professional indemnity insurance is not available, a “financial loss” extension to the product liability insurance referred to in Clause 20.1.3.
- 21.2 The insurance cover will be maintained with a reputable insurer (such approval not to be unreasonably withheld or delayed).
- 21.3 The Service Provider will produce evidence to the Contracting Authority and or the Authority on reasonable request of the insurance policies set out in Clause 21.1 and payment of all premiums due on each policy.
- 21.4 The Service Provider warrants that nothing has or will be done or be omitted to be done which may result in any of the insurance policies set out in Clause 21.1 being or becoming void, voidable or unenforceable.

22. The Authority’s Data

- 22.1 The Service Provider acknowledges the Authority's ownership of Intellectual Property Rights which may subsist in the Authority’s data. The Service Provider shall not delete or remove any copyright notices contained within or relating to the Authority’s data.
- 22.2 The Service Provider and the Authority shall each take reasonable precautions (having regard to the nature of their other respective obligations under this Agreement) to preserve the integrity of the Authority’s data and to prevent any corruption or loss of the Authority’s data.

23. Intellectual Property Rights

- 23.1 The Service Provider hereby assigns with full title guarantee to the Authority all Intellectual Property Rights in all documents, drawings, computer software and any other work prepared or developed by and on behalf of the Service Provider in the provision of the Services (“the Products”) provided that such assignment shall not include items not prepared or developed for the purposes of the relevant Call-Off Contract.
- 23.2 The Service Provider shall provide the Authority with copies of all materials relied upon or referred to in the creation of the Products with a perpetual, irrevocable, royalty-free and transferable licence free of charge to use such materials in connection with the use of the Products.

24. Protection of Personal Data

The Service Provider shall comply with all of its obligations under the Data Protection Act 1998 and, if Processing Personal Data (as such terms are defined in section 1(1) of that Act) on behalf of the Authority, shall only carry out such Processing for the purposes of providing the Services in accordance with this Agreement and any relevant Call-Off Contract and shall act in accordance with instructions from the Authority.

25. Confidentiality, Announcements and Transparency

25.1 Subject to Clause 22.6 and Clause 24, the Service Provider will keep confidential:

25.1.1 the terms of this Agreement and all Call-Off Contracts; and

25.1.2 any and all Confidential Information that it may acquire in relation to the Authority.

25.2 The Service Provider will not use the Authority's Confidential Information for any purpose other than to perform its obligations under this Agreement and any Call-Off Contract. The Service Provider will ensure that its officers and employees comply with the provisions of Clause 25.1.

25.3 The obligations on the Service Provider set out in Clause 25.1 will not apply to any Confidential Information which:

25.3.1 either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause 25); or

25.3.2 a Party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure; or

25.3.3 to the extent that such disclosure is to the Secretary for Transport (or the government department responsible for public transport in London for the time being) the Office of Rail Regulation, or any person or body who has statutory responsibilities in relation to transport in London and their employees, agent and subcontractors.

25.4 The Service Provider shall keep secure all materials containing any information in relation to the Agreement or to any Call-Off Contract and its performance.

25.5 The Service Provider shall not communicate with representatives of the general or technical press, radio, television or other communications media in relation to the existence of the Agreement or any Call-Off Contract or that it is providing the Services to the Authority or in relation to any matter under or arising from the Agreement or any Call-Off

Contract unless specifically granted permission to do so in writing by the Authority. The Authority shall have the right to approve any announcement before it is made.

- 25.6 The Service Provider acknowledges that the Authority is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 25.1 and Clause 26, the Service Provider hereby gives its consent for the Authority to publish the Contract Information to the general public.
- 25.7 The Authority may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation (as defined in Clause 26.1 below). The Authority may in its absolute discretion consult with the Service Provider regarding any redactions to the Contract Information to be published pursuant to Clause 25.6. The Authority shall make the final decision regarding publication and/or redaction of the Contract Information.
- 25.8 The provisions of this Clause 25 will survive any termination of this Agreement or Call-Off Contract for a period of 6 years from termination.

26. Freedom of Information

26.1 For the purposes of this Clause 26:

26.1.1 **“FOI Legislation”** means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them; and any guidance issued by the Information Commissioner, the Department for Constitutional Affairs, or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;

26.1.2 **“Information”** means information recorded in any form held by the Authority or by the Service Provider on behalf of the Authority; and

26.1.3 **“Information Request”** means a request for any Information under the FOI Legislation.

26.2 The Service Provider acknowledges that the Authority:

26.2.1 is subject to the FOI Legislation and agrees to assist and co-operate with the Authority to enable the Authority to comply with its obligations under the FOI Legislation; and

26.2.2 may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Service Provider.

26.3 Without prejudice to the generality of Clause 26.2, the Service Provider shall and shall procure that its sub-contractors (if any) shall:

26.3.1 transfer to the Procurement Manager (or such other person as may be notified by the Authority to the Service Provider) each Information Request relevant to this Agreement or a Call-Off Contract, the Services that it or they (as the case may be) receive as soon as practicable and in any event within 2 Business Days of receiving such Information Request; and

26.3.2 in relation to Information held by the Service Provider on behalf of the Authority, provide the Authority with details about and/or copies of all such Information that the Authority requests and such details and/or copies shall be provided within 5 Business Days of a request from the Authority (or such other period as the Authority may reasonably specify), and in such forms as the Authority may reasonably specify.

26.4 The Authority shall be responsible for determining whether Information is exempt information under the FOI Legislation and for determining what Information will be disclosed in response to an Information Request in accordance with the FOI Legislation. The Service Provider shall not itself respond to any person making an Information Request, save to acknowledge receipt, unless expressly authorised to do so by the Authority.

27. Dispute Resolution

27.1 The Authority and the Service Provider shall use all reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to this Agreement or any relevant Call-Off Contract ("**Dispute**") before resorting to litigation.

27.2 If the Dispute is not settled through discussion between the Contract Manager and a representative of the Service Provider within a period of seven Business Days of the date on which the Dispute arose, the Parties may refer the Dispute in writing to a director or chief executive (or equivalent) ("**Senior Personnel**") of each of the Parties for resolution.

27.3 If the Dispute is not resolved within 14 Business Days of referral to the Senior Personnel, either Party may propose by notice to the other Party ("**Notice**") that a structured mediation or negotiation be entered into with the assistance of a mediator.

27.4 If the Parties are unable to agree on a mediator, or if the agreed mediator is unable or unwilling to act within 28 Business Days of the service of the Notice, either Party may apply to the Centre for Effective Dispute Resolution ("**CEDR**") in London to appoint a mediator. The costs of that

mediator shall be divided equally between the Parties or as the Parties may otherwise agree in writing.

- 27.5 Where a dispute is referred to mediation under Clause 27.3, the Parties will attempt to settle such Dispute by mediation in accordance with the model mediation procedures published by CEDR or such other procedures as the mediator may recommend.
- 27.6 If the Parties reach agreement on the resolution of the Dispute, such agreement shall be recorded in writing and once signed by the Parties' authorised representatives, shall be final and binding on the Parties.
- 27.7 If either Party refuses at any time to participate in the mediation procedure and in any event if the Parties fail to reach agreement on the Dispute within 40 Business Days of the service of the Notice either Party may commence proceedings in accordance with Clause 40.
- 27.8 For the avoidance of doubt, the Service Provider shall continue to provide the Services in accordance with the Call-Off Contract and without delay or disruption while the Dispute is being resolved pursuant to this Clause 27.
- 27.9 Neither Party shall be prevented from, or delayed in, seeking any order for specific performance or for interim or final injunctive relief as a result of the provisions of this Clause 27 and Clause 27 shall not apply in respect of any circumstances where such remedies are sought.

28. Breach and Termination of Agreement

- 28.1 Without prejudice to the Authority's right to terminate at common law, the Contracting Authority may terminate this Agreement and the Contracting Authority or the Authority may terminate any current Call-Off Contract immediately upon giving notice to the Service Provider if:
 - 28.1.1 except as provided in and without prejudice to Clauses 28.1.3, the Service Provider has committed any material or persistent breach of this Agreement (in the case of the Contracting Authority) or Call-Off Contract (in the case of the Contracting Authority and or the Authority) and in the case of such a breach that is capable of remedy fails to remedy that breach within 10 Business Days (or such other timeframe as specified in writing by the Authority) from the date of written notice to the Service Provider giving details of the breach and requiring it to be remedied; or
 - 28.1.2 the Service Provider is subject to an Insolvency Event; or
 - 28.1.3 the Service Provider is in breach of Clause 11.3; or
 - 28.1.4 the Authority is not satisfied on the issue of any conflict of interest in accordance with Clause 12; or

- 28.1.5 the Service Provider commits any of the money laundering related offences listed in the Public Agreement Regulations 2006.
- 28.2 Without prejudice to any of the Contracting Authority's and/or the Authority's other rights, powers or remedies (whether under this Agreement or otherwise) if the Service Provider is in breach of any of its warranties and/or obligations under Clause 8 and/or any of its other obligations in respect of the Services under this Agreement or Call-Off Contract, the Service Provider shall, if required to do so by the Contracting Authority's and/or Authority, promptly remedy and/or re-perform the Services or part of them at its own expense to ensure compliance with such warranties and/or obligations. Nothing in this Clause 28.2 shall prevent the Contracting Authority and/or Authority from procuring the provision of any Services or any remedial action in respect of any Services from an alternative service provider and, where the Contracting Authority and/or Authority so procures any Services or any remedial action, the Contracting Authority and/or Authority shall be entitled to recover from the Service Provider all additional cost, loss and expense incurred by the Contracting Authority and/or Authority and attributable to the Contracting Authority and/or Authority procuring such Services or remedial action from such alternative service provider.
- 28.3 Neither Party shall be deemed to be in breach of the relevant Call-Off Contract, or otherwise liable to the other Party in any manner whatsoever, for any failure or delay in performing its obligations under the relevant Call-Off Contract to the extent that such failure or delay is due to a Force Majeure Event. If a Force Majeure Event has continued for more than 8 weeks from the date on which that Force Majeure Event first arose, then for as long as such Force Majeure Event continues and has that effect, the Party not affected by such Force Majeure Event ("**Unaffected Party**") may terminate the Call-Off Contract immediately upon giving notice to the Affected Party. If the Call-Off Contract is terminated in accordance with this Clause 28.3 then without prejudice to any rights and liabilities which accrued prior to termination the Affected Party shall not be liable to the Unaffected Party by reason of such termination.
- 28.4 Without prejudice to the Contracting Authority's right to terminate this Agreement or Contracting Authority and/or Authority to terminate the relevant Call-Off Contract under Clause 28.1 or to terminate at common law, the Authority may terminate this Agreement or the Contracting Authority and/or Authority relevant the Call-Off Contract at any time without cause subject to giving the Service Provider written notice of the period specified in Schedule 1, provided that this Clause 28.4 may be disapplied by notice to that effect in Schedule 1.
- 28.5 To the extent that the Contracting Authority has a right to terminate this Agreement or the Contracting Authority and/or Authority the relevant Call-Off Contract under this Clause 28 then, as an alternative to termination, the Authority may by giving notice to the Service Provider require the Service Provider to provide part only of the Services with effect from the date

specified in the Authority's notice ("**Change Date**") whereupon the provision of the remainder of the Services will cease and the definition of "the Services" shall be construed accordingly. The Charges applicable with effect from the Change Date will be adjusted proportionately or if in the Contracting Authority's and/or the Authority's opinion a proportionate adjustment would not be reasonable in such manner as the Contracting Authority and/or Authority may determine.

29. Consequences of Termination or Expiry

29.1 Notwithstanding the provisions of Clause 25, wherever the Authority chooses to put out to tender for a replacement service provider some or all of the Services, the Service Provider shall disclose to tenderers such information concerning the Services as the Authority may require for the purposes of such tender. The Service Provider may impose upon any recipient of such information such obligations of confidentiality as it may require.

29.2 The termination or expiry of this Agreement shall not prejudice or affect any right, power or remedy which has accrued or shall accrue to either Party prior to or after such termination or expiry.

29.3 Upon expiry or termination of this Agreement or relevant Call-Off Contract (howsoever caused):

29.3.1 the Service Provider shall, at no further cost to the Authority:

29.3.1.1 on receipt of the Authority's written instructions to do so (but not otherwise), arrange to remove all electronically held information by a mutually agreed date, including the purging of all disk-based information and the reformatting of all disks.

29.3.2 the Authority shall (subject to Clauses 19, 29.1 and 29.4 and the provisions of any security for due performance supplied by the Service Provider) pay the Service Provider any Charges remaining due in relation to any Services properly performed in accordance with the relevant Call-Off Contract up to the date of termination or expiry calculated so far as is possible in accordance with the rules set out in the Call-Off Contract or otherwise reasonably determined by the Authority.

29.4 On termination of this Agreement and any relevant Call-Off Contract under Clause 28.1 or a cessation of any Services under Clause 28.4 (but in the case of the latter only insofar as the right to cease any Services arises as a result of a right for the Authority to terminate under Clause 28.1), the Authority may enter into any agreement with any third party or parties as the Authority thinks fit to provide any or all of the Services and the Service Provider shall be liable for all additional expenditure reasonably incurred by the Authority in having such services carried out and all other costs and

damages reasonably incurred by the Authority in consequence of such termination. The Authority may deduct such costs from the Charges or otherwise recover such costs from the Service Provider as a debt.

30. Survival

The provisions of Clauses 1, 6, 7, 8, 11.2.2, 11.2.3, 13.1.1, 13.1.2, 13.1.5, 13.2, 16, 18-22 (inclusive), 23.2, 25-27 (inclusive), 29-32 (inclusive), 34-44 (inclusive) and any other Clauses or Schedules that are necessary to give effect to those Clauses shall survive termination or expiry of this Agreement. In addition, any other provision of this Agreement which by its nature or implication is required to survive the termination or expiry of this Agreement or relevant Call-Off Contract shall do so.

31. Rights of Third Parties

- 31.1 Save that any member of the TfL Group has the right to enforce the terms of this Agreement or any relevant Call-Off Contract in accordance with this Agreements (Rights of Third Parties) Act 1999 ("Third Party Act"), the Parties do not intend that any of the terms of this Agreement or any relevant Call-Off Contract will be enforceable by virtue of the Third Party Act by any person not a party to it.
- 31.2 Notwithstanding Clause 31.1, the Parties are entitled to vary or rescind this Agreement or any relevant Call-Off Contract without the consent of any or all members of the TfL Group.

32. Contract Variation

Save where the Authority may require an amendment to the Services, this Agreement or Call-Off Contract may only be varied or amended with the written agreement of both Parties. The details of any variations or amendments shall be set out in such form as the Authority may dictate and which may be substantially in the form set out in Schedule 7 and shall not be binding upon the Parties unless completed in accordance with such form of variation.

33. Novation

- 33.1 The Contracting Authority may novate or otherwise transfer this Agreement and the Contracting Authority and/or Authority any relevant Call-Off Contracts (in whole or in part).
- 33.2 Within 10 Business Days of a written request from the Contracting Authority and/or Authority, the Service Provider shall at its expense execute such agreement as the Contracting Authority and/or Authority may reasonably require to give effect to any such transfer all or part of its rights and obligations under this Agreement and any relevant Call-Off Contract to one or more persons nominated by the Contracting Authority and/or Authority.

- 33.3 Subject to Clause 11, this Agreement is personal to the Service Provider who shall not assign the benefit or delegate the burden of this Agreement or otherwise transfer any right or obligation under this Agreement without the prior written consent of the Contracting Authority.

34. Non-Waiver of Rights

No waiver of any of the provisions of this Agreement or any relevant Call-Off Contract is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of Clause 36. The single or partial exercise of any right, power or remedy under this Agreement shall not in any circumstances preclude any other or further exercise of it or the exercise of any other such right, power or remedy.

35. Illegality and Severability

If any provision of this Agreement (in whole or in part) is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed from this Agreement and the remaining provisions shall continue in full force and effect as if this Agreement had been executed without the invalid, illegal, or unenforceable provision. In the event that in the Authority's reasonable opinion such a provision is so fundamental as to prevent the accomplishment of the purpose of this Agreement, the Authority and the Service Provider shall immediately commence good faith negotiations to remedy such invalidity.

36. Notices

Subject to Clause 36.2, any notice, demand or communication in connection with this Agreement will be in writing and may be delivered by hand, post or facsimile addressed to the recipient at its registered office, the address stated in Schedule 1 or any other address (including a facsimile number) notified to the other party in writing in accordance with this clause as an address to which notices, invoices and other documents may be sent. The notice, demand or communication will be deemed to have been duly served:

- 36.1 if delivered by hand, at the time of delivery;
- 36.2 if delivered by post, 48 hours after being posted or in the case of Airmail 14 days (excluding Saturdays, Sundays and public holidays) after being posted; or
- 36.3 if delivered by facsimile, at the time of transmission, provided that a confirming copy is sent by first class post to the other party within 24 hours after transmission.

37. Entire Agreement

37.1 Subject to Clause 37.2:

37.1.1 this Agreement and any relevant Call-Off Contract and all documents referred to in this Agreement and any relevant Call-Off Contract, contain all of the terms which the Parties have agreed relating to the subject matter of this Agreement and such documents and supersede and extinguish any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing relating to the provision of the Services. Neither Party has been induced to enter into this Agreement by a statement which it does not contain;

37.1.2 and without prejudice to the Service Provider's obligations under this Agreement, the Service Provider is responsible for and shall make no claim against the Authority in respect of any misunderstanding affecting the basis of the Service Provider's tender in respect of this Agreement or any incorrect or incomplete information howsoever obtained.

37.2 Nothing in this Clause 37 excludes any liability which one Party would otherwise have in respect of any statement it has made fraudulently to the other Party.

38. Relationship of the Parties

Nothing in this Agreement or any Call-Off Contract constitutes, or shall be deemed to constitute, a partnership between the Parties. Except as expressly provided in this Agreement and any Call-Off Contract, neither Party shall be deemed to be the agent of the other, nor shall either Party hold itself out as the agent of the other.

39. Further Assurance

Each Party will do or procure the doing of all acts and things and execute or procure the execution of all such documents as the other Party reasonably considers necessary to give full effect to the provisions of this Agreement and any relevant Call-Off Contract.

40. Governing Law

The Agreement shall be governed by and construed in accordance with the law of England and Wales. Without prejudice to Clause 27, the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement provided that the Authority has the right in its absolute discretion to enforce a judgment and/or to take proceedings in any other jurisdiction in which the Service

Provider is incorporated or in which any assets of the Service Provider may be situated. The Parties agree irrevocably to submit to that jurisdiction.

THE AGREEMENT has been signed for and on behalf of the Parties the day and year written above.

Signed by
for and on behalf of
The Contracting Authority

)
)
)

Signature

Print name and position

Date:

Signed by
for and on behalf of
the **Service Provider**

)
)
)

Signature

Print name and position

Date:

SCHEDULE 1 - KEY AGREEMENT INFORMATION

- 1. Agreement Reference Number:** TfL 90828
- 2. Name of Service Provider:** T-Three Group
- 3. Agreement Commencement Date:** 1 April 2015
- 4. Term:** 4 years
- 5. Details of the Procurement Manager**

Name: Rachael Davey

Address: Windsor House 44-50 Victoria Street, London, SW1H 0TL

Tel: 020 305 43789

Fax:

Email: rachael.davey@tfl.gov.uk

- 6. Service Provider's Key Personnel:**

Name & Position	Contact Details	Area Of Responsibility

- 7. Notice period in accordance with Clause 28.4 (termination without cause):**
90 days
- 8. Address for service of notices and other documents in accordance with Clause 36:**

For the Authority:

For the Service Provider:

SCHEDULE 2 - SPECIAL CONDITIONS OF AGREEMENT

[REDACTED]

[REDACTED]

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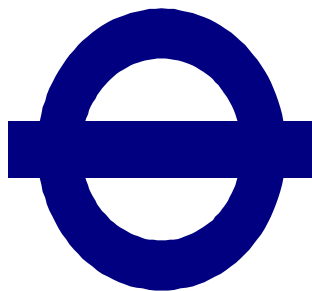
FA3.



The Specification

Transport for London

TfL 90880 FftFS Workplace Coaching in Stations



Workplace One-to-One coaching for station staff

Version: V 0.1

Date: 28th April 2014

Transport for London
42-50 Victoria Street
London
SW1H 0TL

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1 INTRODUCTION

This document outlines the detailed specification for the Invitation to Tender (ITT) for Contract 90880 Transforming Workplace Coaching in Stations. TfL needs organisations to work with us on face to face one-to-one coaching in the work place to enable learning transfer and deliver people transformation required by a major internal change programme: *Fit for the Future – Stations*.

The programme is ambitious, wide-ranging and has transforming people at its core – and coaching is critical to this transformation.

Please refer to the Scope section of this document for details of the scale and size of the transformation TfL is undertaking, of which this contract will form a crucial part. This contract is also required to provide as legacy a clear ongoing model for sustainability of the quality and use of coaching to improve performance management within the organisation.

This is divided into three Lots which will require a different set of skills and capabilities:

- Lot 1: *Leadership and Middle Management Coaching* with a view to improving personal effectiveness and their skills to coach their direct reports to improve performance management.
- Lot 2: *Coaching Skills for First Line Managers* to equip them with the skills and confidence to manage in the moment and formally when required.
- Lot 3: ***Coach the Coach Programme*** will enable enhanced coaching skills, mainly in groups, to equip managers with the skills and accreditation to sustain legacy of coaching within the organisation.

This Framework Agreement Contract is for Lot 3.

At this stage, subject to the outcome of consultation, we envisage the core delivery period of the new contract beginning in April 2014 and continuing for approximately 36 months. The contract will have duration of 4 years. During the diagnosis phase of this contract other activities across all three Lots may become apparent which are fully within the scope of this contract. These will be subject to a contract variation.

Coaching will take place in person at TfL stations and offices in London. The programme will be delivered in accordance with LUL operational hours and shift patterns.

These proposed changes are currently under discussion with our trade union partners – resolution of those discussions may have an effect on the eventual shape of coaching.

As part of market research and diagnosis prior to the release of this specification TfL met with coaching suppliers on 13th March 2014, having invited suppliers via an open TED PIN release. This document benefits from the challenges and perspectives offered at the Event, and includes elements contributed as part of discussions.

1.1 Background

TfL are proposing to undertake a major initiative¹ to transform the customer experience of London Underground: *Fit for the Future – Stations*. This wide-ranging transformation programme relates to all four strategic pillars of TfL (Customer, People, Delivery and Value) and will transform customer experience, people management/leadership, and effect business transformation to achieve value for money alongside major shifts in ways of working.

TfL have established contracts for support from organisations for delivery of a major proposed development programme which will use an integrated blended approach applicable to the real working environment in stations. Headline objectives of the programme include improving the quality and consistency of core people management, the management of individual and station performance, and delivery of quality customer service in stations.

More information on this integrated development programme is outlined in the sections below. *NB:* this specification focuses on the management population, since they are the focus for our requirement for workplace coaching.

Underpinning this is a wider development programme to support managers, particularly first line managers, in carrying out their role and responsibilities. The blended learning approach is critical to this approach, with non classroom-based learning and digital technologies supporting more standard classroom-based delivery.

It is critical that the overall development programme, including coaching in the workplace, is integrated and seamless from a participant perspective.

Within the context of staff development workplace coaching is critical to benefit realisation and will have a major impact on empowering managers and embedding change. It will ensure Managers are competent and confident in managing all the core people processes to drive improvements in performance management, case management, attendance and customer services. Workplace coaching and skills development for Managers is critical to the success of the development programme.

The coaching programme will need to be aligned to an integrated development programme for Managers, and will provide concerted support for ongoing learning and development back in the workplace and through the organisation to improve the customer and staff experience.

In addition to delivering tangible business benefits in stations the coaching programme will be required to embed and deliver legacy of a coaching culture in stations to drive continuous improvement in station performance and customer services. This is reflected in our different requirements by Lot, and is referenced explicitly in the Scope section below.

¹ See www.fitforthefuture.tfl.gov.uk for further details

The effort and expertise of our selected supplier in designing and delivering the proposed workplace coaching programme is critical to driving the required cultural shift and change in behaviours in stations to achieve our aims.

1.2 Context for Change

This section is intended to provide a narrative on the drivers for change, TfL's response to the drivers, and the implications on our operating model and station staffing structures.

London is growing at a rate equivalent to two Tube trains full of people added every week, growing more than our forecasts have predicted. There are half a million more Londoners today than we thought there would be 10 years ago and nearly a million more than we thought there would be 20 years ago².

Passenger journeys on the Tube are forecast to reach nearly 1.5bn a year by 2022/23³. This phenomenal growth along with rising customer expectations requires a Tube that can keep up: supporting our staff to support our customers is an essential part of transforming the Tube to keep pace with change.

The story of the last 10 years is one of significant growth, increasing levels of satisfaction and record levels of reliability. Our staff and our partners have made this possible, but external realities dictate that we need to offer better value to tax payers and customers.

£3bn of efficiencies has already been saved since 2009/10 across TfL, and a further £4.2bn of new efficiencies to be saved across TfL by 2020/21 in order to be able to afford to run our services and invest in our network. Over the next 10-20 years, we will deliver:

- **More capacity** to ensure the engine room of the economy continues to work successfully: By 2022, we will have added 20% more capacity in the peak hours compared to today. By the end of New Tube for London, we will have added 40% capacity to the network compared to 2006.
- **More reliability**: cutting delays even further, so that even one failure a week is one too many, an improvement of 40% compared to today. This means faster, more hassle-free journeys.
- **Excellent Customer Service**: Delivering a customer experience that is personalised, quick and easy, starting with the modernisation of our stations. This will extend to better support for our staff, with significant investment in their development and the technology to support them.
- **More Value for Money**: a better service, more personalised and tailored to the customer's individual needs, addressing the rising expectations amid a backdrop of pressure on finances.

² 8.4m people today increasing to 10m by 2030 – Source Tom Flude based on GLA Forecasts

³ Sources: ONS Sub-National Population Projections past projections and passenger journeys Business Plan Q2 forecast

In response to these drivers for change, TfL is proposing a major shift in the current operating model and a shift in the structure and ways of working for our station staff.

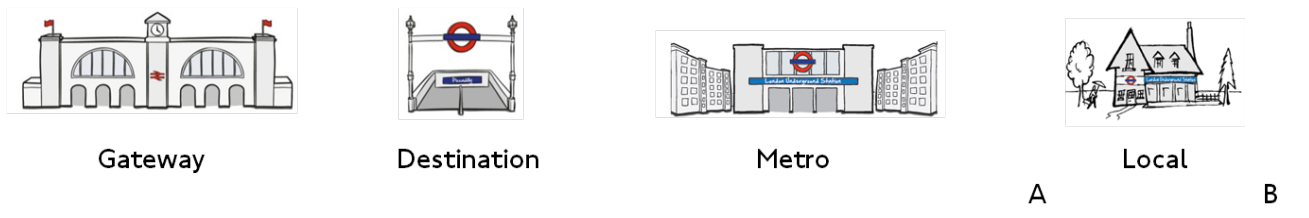
Changes to the Operating Model

We're proposing to reflect the different needs that we see from customers in different stations.

Our stations must meet a wide variety of customer and operational needs. Our customers have multiple needs which vary by individual, location, time, and circumstance. We are looking to change our operational concept to meet new demands which will vary by location.

Based on those needs, our station teams and roles would be structured differently to better serve our customers.

We propose a simple categorisation to align each station to our customer requirements:



Gateway

These stations are the main visitor entry points to London, with high volumes of customers and a high proportion of people unfamiliar with the Tube network. New Visitor Information Centres will be in place at these stations. An example of a Gateway station would be King's Cross St. Pancras or Heathrow 1,2,3.

Destination

These busy stations in Central London, have high volumes of customers, and include commuter rail termini and tourist destinations. An example of a destination station would be Embankment.

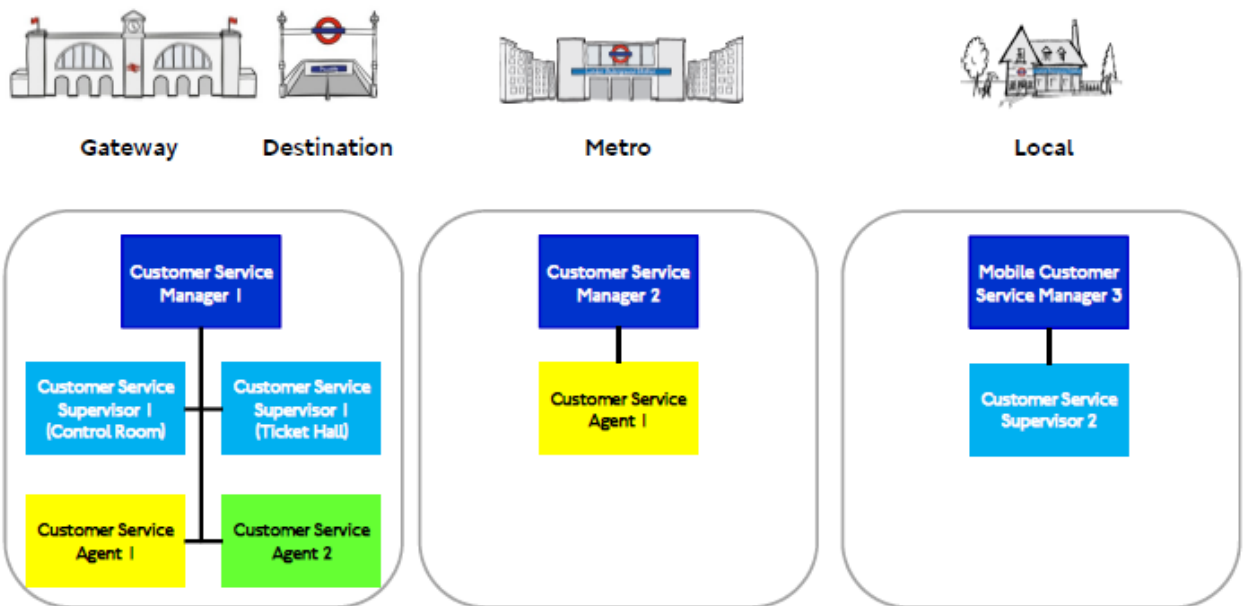
Metro

These stations serve predominantly inner London communities with many regular users. An example of a metro station would be Clapham South.

Local

These smaller stations, in outer London or beyond, have lower customer numbers and serve mainly regular customers, familiar with the Tube network. An example of a local station would be Rickmansworth.

The proposed changes aim to focus people and skills where they're needed within a simplified structure and clearer accountabilities for managing our stations and staff. We need to match our skills to the customer and operational demands of our different stations. Therefore we propose the following staffing for each station classification:



As a brief narrative guide, **Gateway** and **Destination Stations** will be London Underground's flagship stations. Run by a single accountable CSM – supported as required by CSSs who take responsibility for particular aspects of station operation e.g. a ticket hall or control room. These stations will be staffed with both CSA1s and 2s. The CSA 2s will focus mainly but not exclusive on ticket hall customer service while CSAs undertake the full range of operational and customer service duties.

Metro Stations will be staffed in a similar fashion to today but with a greater focus on people management and customer service. This will typically mean CSM2s with CSA support.

In **Local Stations** CSS2s will be present to manage the station operationally and will be supported by mobile CSM3s. Some local stations may have CSAs where there is an identified need for additional support (e.g.: a second gateline or train service requirement). CSS staff will be required where there are lifts, escalators, points and so on as part of the station features. All staff at local stations come under the remit of the CSM2 who will be mobile across the patch of stations to provide leadership and support to all their staff.

Coaching will focus on the CSM role and above. It will support managers in their roles as they undertake new requirements for the first time: people management, and increased focus on customer service.

These new requirements, as well as the need for some CSMs to be mobile between stations, will impact upon the nature and focus of the coaching intervention.

Changes to the Station Staffing Structure

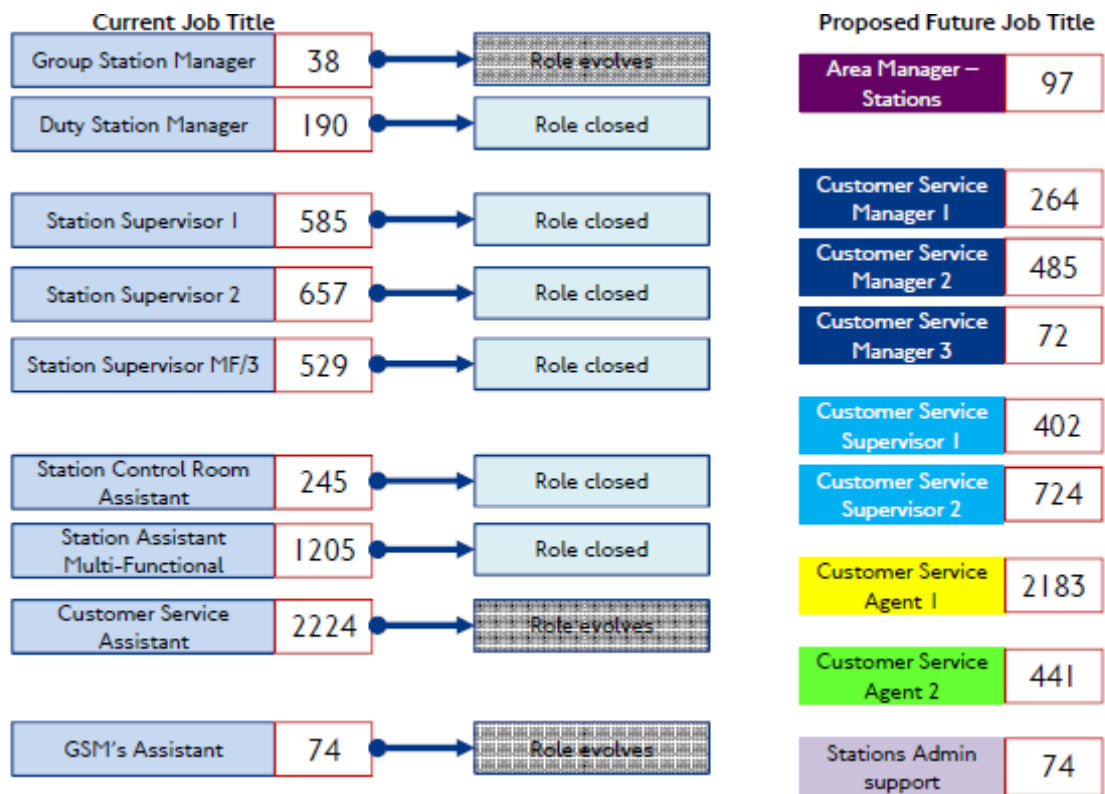
In order to meet the demand for better, more immediate and quality customer service to meet the customer expectation of the near future, our station staff structure is also proposed to transform to better support our aims.

The new requirements will change the job description and role requirements dramatically in order to achieve the desired transformation. This will mean large-scale changes of the working pattern for many staff after more than 20 years of working in the same way. The introduction of people management and a heightened focus on customer service, alongside the stated need for our people to be visible – and in some cases mobile between stations – will all be crucial to the transformation.

The proposed plans would move the staff structure on stations from a unitary one-size-fits-all model to a tailored structure to fit the diverse operational complexity of each station classification – and to better meet the needs of the station customers.

We're proposing to bring our people out from behind a desk or ticket office window and get them closer to customers, making it easier for staff to provide expert help and great service, while modernising the way we provide services and support to customers and fully exploit technology.

In practice, amongst other features this will mean staff in the ticket hall equipped to help customers directly, deployed to help at ticket machines, with information on mobile devices. It'll mean access to special features on ticket machines for staff – including on the spot discretionary refunds for customers when we get it wrong, and smarter use of technology to provide world-class ticketing service. This is the proposed station staffing structure, displaying the current roles and the proposed future roles:



A key feature of the proposed changes is the removal of a pre-existing management layer. Group Station Managers and Duty Station Managers will see their roles moved into a new management level in stations: Area Manager Stations (AMS). This grade will be an important influencer and focus of internal support for the coaching programme.

A significant change will be the shift in mindsets and ways of working for Station Supervisors who will be required take full responsibility for first line people management and customer services in Stations. This will involve visibly supporting station staff in stations in providing excellent customer services and managing in the moment. The majority of staff in this population will be new management and have previously focused on operational and asset management. This is within the context of a high grievance and entitlement culture with very strong Trade Unions.

Strategic design on the spans of managerial control and responsibility have shaped the approach. Lines of responsibility for people management are clearer, and shorter: each manager would be responsible for oversight of fewer people than is currently the case, and reduction in the span of control will enable managers to give better and more tailored support to their teams.

Another major feature of this proposed change is the creation of a new tier of management: introduction of the Customer Service Manager (CSM) grade which will create a single accountable role for the performance of the station. This role will be crucial to the transformation required.

The post will have a reduced and more focussed span of managerial oversight and more immediate local line managerial responsibility. This removes dual accountabilities and is intended to transform both people management and customer service.

Tailored support to this grade, many of whom will be new to people management, will be critical to the success of the new operating model. The vast majority of staff moving into the

CSM role will currently be in post as Station Supervisors. This role has not been required to manage people before, and there is significant transformation responsibility on this grade. Coaching will be critical to supporting the new CSMs.

On a wider more general level, this proposed change will be a major shift in ways of working for many of our staff. We are proposing to shift their focus, and alter the way they relate to each other in the workplace, as well as relating to our customers in a different way.

The changes will bring challenges and organisational demands as we support our people through this change, and workplace coaching is one of the elements we propose as part of an integrated development programme. This change will bring challenges as well as opportunities: we are committed to supporting our staff through the process.

In order to effect a transformative change, the training and development offer has to reflect the complex set of requirements and contextual factors that affect the station operating model and the proposed changes.

Please refer to the diagram above for the proposed new operating model, and the current staffing model for comparison.

2 PEOPLE DEVELOPMENT PROGRAMME

This section is intended to give suppliers a clear understanding of the starting point on the transformational journey for our people, outlining major steps on diagnosis, research and development needs analysis.

We need our suppliers to understand the approach we have taken to the design of the workplace coaching requirement, and include this background information to explain and illustrate the role of the coaching model in an integrated people development programme.

2.1 Background to the People Development Programme

Coaching will form a crucial part of a major people change and transformation programme which is proposed to begin in 2014 and will extend to change the ways of working for all station staff.

The content of the programme is based on firm design principles, informed by diagnosis of our requirements and people development needs.

The design principles come from a Development Needs Analysis report (*DNA*) which was specifically commissioned to outline the changes required for leadership, middle management and first line managers in order to effect the people change we require.

The following is a précis of some of the headline high level requirements in order to give suppliers insight into our driving principles:

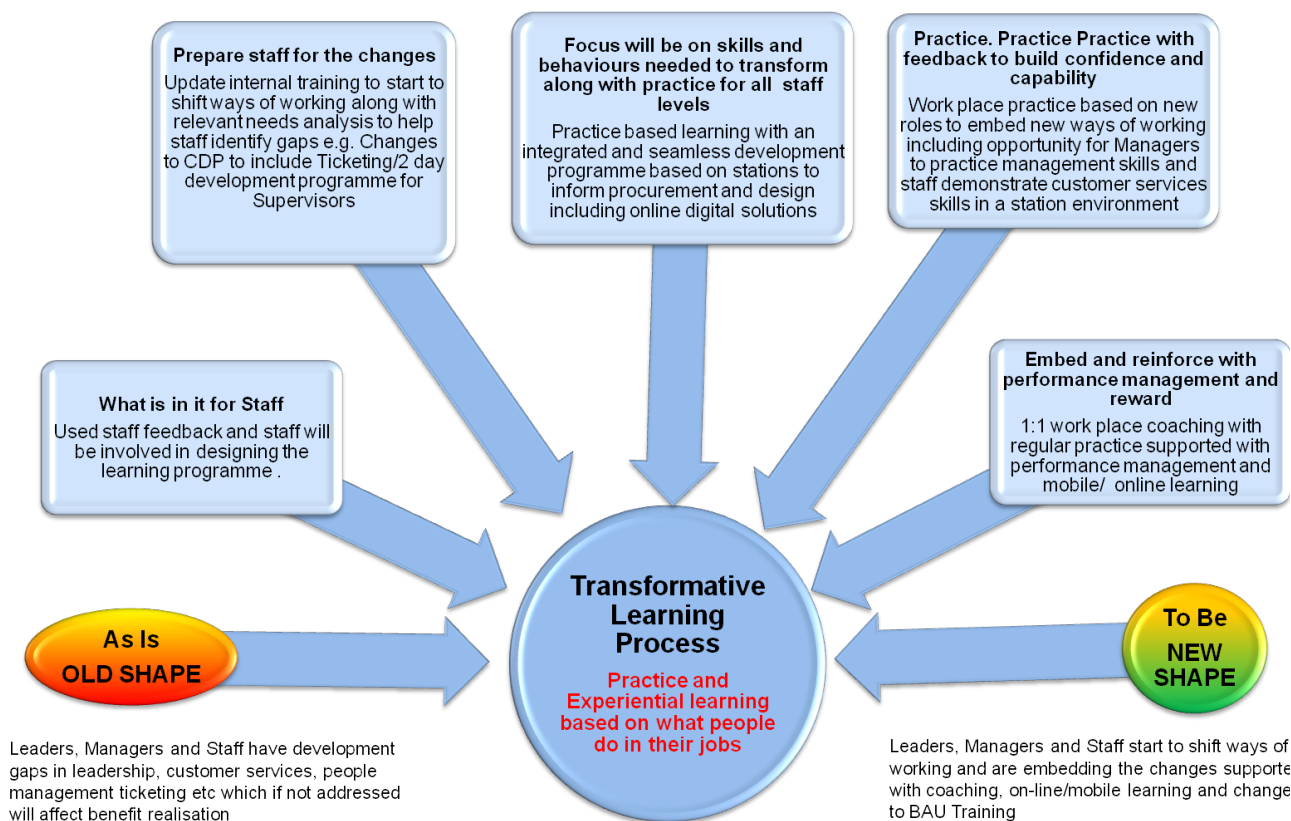
	Leadership	Middle Management	First Line Managers
Customer Service	Define and agree customer service proposition, then lead and role model customer service excellence.	Shift in focus to holding direct reports accountable for customer service, as well as performance. Inspiring staff to deliver world class customer service, leading by example.	Current focus on managing assets/office based – significant shift in mindset. Going forward CSMs will be visibly present in stations, role modelling customer service, empowering staff to deliver excellent customer service. Training on requirements will be provided.
People Management	Role model and coach reports, to ensure required standards are achieved.	Increase role in people management, requirement to hold managers to account and to ensure consistency.	CSM's will be responsible for proactively managing staff; they will be required to acquire skills and behaviours to deliver customer service and performance.

Leadership	Drive the delivery of the programme through active engagement and visibility on the Lines, reinforce required behaviours.	Leading and delivering results through others, need to shift from fire-fighting, to longer term group performance and planning, to deliver results through managers. Adapting style and approach to deliver sustained results.	Role model and lead delivery of change, facilitating change. Engaging employees through change.
Performance Management and CMS⁴	Act as role model and coach direct reports, to ensure required standards are achieved.	Ensure compliance and quality assure the entries, to ensure it is quality not just quantity. Coaching direct reports and holding them to account.	Only 4% currently complete assessments, going forward all CSM grades will be assessors – therefore training will be provided, including how to give feedback, set objectives and have challenging conversations.
Personal Effectiveness & Self Awareness	Have self awareness and understand impact of style on others, amending style where required.	Will need to be bold and be highly self-aware including how they impact on others.	Understanding of leadership style and preferences and how to adapt style and preferences to support the learning and change in behaviour of station staff.
Technology and Asset Changes	Communicate and reinforce rationale for change, including benefits	Support change and ensure rollout is understood and embraced by staff.	Roll out of hand-held and apps to improve service, will be required to learn new ways of working and ensure team are performing to the required standard.
Process Changes	Communicate and reinforce rationale for change, including benefits.	Support change and ensure rollout is understood and embraced by staff.	Number of processes will change if the process improvement team's recommendations are implemented, CSMs will need to learn these and ensure that staff and complying with new processes.
Station Performance & Customer Safety	Recognise change effort and support via reward and recognition.	Review change action plan with station managers and change champions to embed changes and drive continuous improvement.	Changes to fault reporting process, delegation of reporting to station staff, will require them to maintain ownership and ensure trust and accountability of their staff.

⁴ CMS is Competence Management System

2.2 Design Principles

The development needs analysis report, which was based on a gap analysis conducted between June and September 2013. This informed the development of our requirements and proposals and the high level principles to drive transformational learning. These are set out in the diagram below:



These design principles⁵ have informed the main training and development programme, and are useful for suppliers to understand for contextual backdrop.

We were pleased to talk through this set of principles at the Supplier Event in March 2014, and remain committed to these as part of our journey to transformation.

2.3 Overview of Development Programme

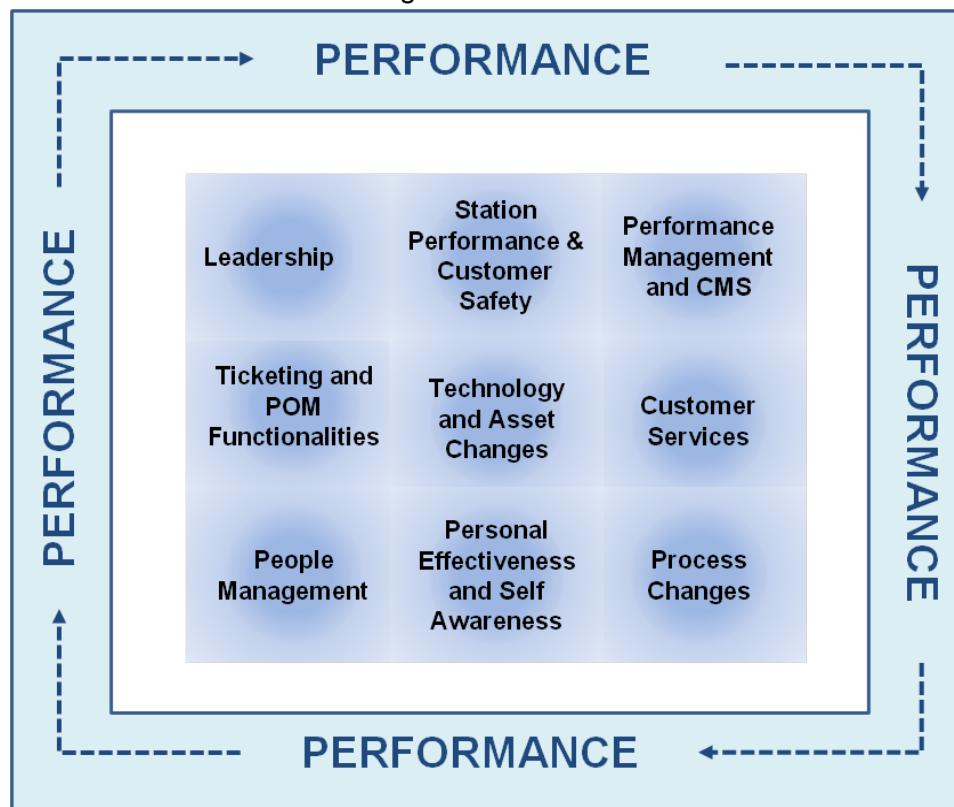
Coaching will take place within the context of a major training and development programme, an integrated and holistic development programme comprised of classroom-based contract sessions and non-classroom-based interventions and supporting materials. It is based firmly in workplace-specific and work-relevant areas, and the role coaches will play in embedding the people changes stemming from the programme is crucial.

Information on the programme, high-level contents and design principles are included here as contextual information on the programme for coaching suppliers.

⁵ From the *Design Principles* figure in 2.2: CDP is Continuous Development Programme, a rolling training programme for station staff.

The programme has been specifically designed for each level of leadership and management in accordance with the programme objectives.

The programme is for all station staff. For the purposes of this document this section focusses on the relevant parts for managers and leaders. The table below⁶ displays some of the core focus areas for managers and leaders:



The integrated development programme will be rolled out to all station staff on a phased area-by-area roll-out, with classroom-based sessions and non-classroom-based interventions, fully utilising technology and supportive materials.

The approach is centred on the principle of practice-based learning based in and on the work environment, and has real connection with the likely needs of our staff to deliver a vibrant and exciting learning experience. This will be supported by interventions to sustain the learning and development once staff are back in the station workplace.

The development programme is due to begin with Development and Selection for CSM roles which will be fully supported by the AMS grades. The proposal is a 2 day course on key developmental areas of Customer Service and People Management, followed by half day development centre.

The main development programme then follows, currently anticipated to begin in 2014 for the Leadership population and April 2015 for Customer Service Managers and Station staff. This will involve all station staff on a group-by-group basis, and will cover a rich blend of operational and business-specific skills alongside softer skills focussing on behavioural and attitudinal shifts to enable transformation in customer services. This will be designed and

⁶ From the Development Programme figure in 2.3: POM is Passenger Operated Machine. CMS is Competency Management System.

delivered by a team comprised of external facilitators and internal and trainers, offering a seamless and integrated experience for participants. The classroom-based part of the programme for other station staff (first line managers and operational station staff) is anticipated to last for around three weeks where first line managers would be present for all 3 weeks; first line supervisors would be present for up to 2 weeks and front line operational staff would be present for a week. All timings are being finalised.

The classroom-based part of the programme for current leaders and managers will focus on core management training for the AMS on a needs basis, and a leading transformation leadership programme which will involve senior managers including AMSs from across the COO (Chief Operating Officer) area of TfL.

Participants will be staff and managers: senior leadership and station-based TfL staff who undertake operational line management, operational station-based roles, and administrative roles. Training and development activities will primarily take place at TfL training locations in London.

We envisage that the non classroom-based interventions will form a major part of the programme and coaching is critical to this. Coaching will be vital to enable the transfer of learning, sustain motivation from the classroom based learning. It's critical that Coaching supports Managers in building confidence and capability back in the work place.

This is an integral part of the requirements we expect from the wider programme, and we would anticipate our coaching suppliers to utilise the same approach.

More information on the exact nature of the development programme and its precise interrelation with coaching will be available once consultation with trade unions is completed.

2.4 Context for Coaching

Workplace coaching will be critical to building management confidence and capability to transform the quality of people management, engagement and leadership. The coaching programme is targeted at two distinct populations:

- Leadership – Area Manager Stations, Performance Managers, General Managers
- First Line Managers – Customer Service Managers

Given the working environment, the detailed requirements as detailed in the DNA report, cultural challenges, and change legacy from previous change programmes in the recent past, ongoing support is seen as a crucial factor to transforming Leadership and supporting managers to embed the changes and shift ways of working at different Management and Leadership levels.

Embedding the required shift in ways of working and realising the major benefits from the programme depends upon supporting our Managers and Leaders to sustain the learning and commitment once back in the workplace.

Coaching in the workplace is anticipated as a key conduit to help managers to transfer learning and drive effective performance of their direct reports and teams at work. Line Managers will be directly accountable for supporting and coaching direct reports and will be required to flex their own styles to suit the context to effectively manage performance.

Coaching represents commitment to sustain the development programme, assist and support new-in-post managers in a practical at-work and workplace-specific way, and to create a new self-sustaining culture of direct workplace support for managers.

Supplier/s will be required to deliver the coaching programme in a collaborative and mutually-beneficial manner to connect with the integrated training and development programme. Supplier/s will work alongside internal and external partners as a critical requirement of the contract.

In order to embed the systemic changes, shift ways of working and mindsets, as well as deliver benefits from the programme, as expected on a wide-ranging programme of this scale, we will require the Supplier/s to work with our internal and external teams, and to take overall responsibility for the delivery of coaching.

These partners will include:

- TfL Learning and Development Team
- Operational Learning (COO-OL)
- HR business partners/case management specialists (PMA)
- Interested stakeholders across TfL
- Senior TfL Leadership
- External suppliers delivering aspect of *Fit for the Future – Stations* (FftFS) training and development:
 - Insights Discovery

- Customer Service
- People Management
- Leadership
- Learning On-line and digital Technologies

The collaborative approach will enable managers to receive the benefit of the Programme's integrated and seamless training and development offer, both in terms of course and collateral, beyond the formal end of *Fit for the Future – Stations* and into business as usual training and development.

Coaching provides a crucial part of the suite of staff engagement and development activities, and needs to be fully integrated into the coalesced blended learning and development offer to our Managers. We will provide all information and links and support the supplier to make these connections.

As described below it is also anticipated that the coaching model will provide a clear ongoing model for sustainability and cyclical growth of coaching as a key part of the contract delivery, setting in place a strong sustainable coaching legacy for staff and managers through the Coach the Coach and accreditation programme.

More importantly we will require Supplier/s to work with us to identify organisation-wide outcomes, monitor progress on a regular basis, and undertake regular evaluations to ensure that the outcomes are being achieved.

After contract award the Supplier/s will be thoroughly briefed on all relevant information and details in order to design and deliver the coaching programme including Supplier/s introduction and collaboration meetings to ensure integration and seamless delivery.

The diagnosis and research phase will be crucial in identifying and agreeing integrated aspects of the individual requirements for coaching in order to deliver programme-wide benefits. We expect our Supplier/s to fully integrate with each other (across Lots of this/ other contracts) and the other suppliers and internal teams delivering the wider development programme.

3 **SCOPE**

This section outlines the scope, our proposed approach to coaching, our expectations and working assumptions, deliverables, and information on desired accreditation and legacy.

Suppliers should ensure their approach is cost effective and imaginative to deliver a high quality coaching experience, fully integrated with other training and development interventions for Managers.

3.1 Overview of Proposed Coaching

The proposals for coaching focuses on two distinct populations and the challenges and requirements for each of these are different:

- Leadership/middle management population (Area Manager Stations and above) and
- First Line Managers (Customer Service Managers).

The table below shows the anticipated coaching target population by Lot:

	Focus	Target grade	Number of sessions	Number of Staff
Lot 1	Leadership	AMS, PM, LGM	Up to 6	250 approx
Lot 2	First Line Managers	CSM	4	1,200 approx
Lot 3	<ol style="list-style-type: none">1. Coach the Coach2. Change Champions3. Action Learning Sets 14. Action Learning Sets 2: "Step up & Sort it"	Mainly Management grades with targeted sessions for change champions	<ol style="list-style-type: none">1. 2-day course in up to 25 cohorts2. 2-day course in up to 29 cohorts3. 3-half-day events in up to 16 cohorts4. 18-half-day Step-up-and-Sort-it by Line	<ol style="list-style-type: none">1. 250 approx2. 350 approx.3. 250 approx4. n/a

3.2 Our requirements for Coaching

In order to understand the key elements suggested by our diagnosis it is important for our suppliers to understand the depth of the challenge in organisational and cultural terms and some of these were discussed at the Supplier event on the 13th March 2014.

The following is a representation of comments on the Challenges and the Requirements gathered from the discussion:

CHALLENGES/ REQUIREMENTS – Directors and Line General Mangers

- Trying to manager while going through change is challenging
- Retaining focus on asset upgrades at the same time as the people changes
- A closer team ethos will be beneficial
- Developing and coaching people is a strong positive benefit
- Clarity on the administrative support mechanisms is desirable
- Leading the change and how can I improve as a Leader and engender trust?
- Need to be engaged and connected to the grades below, and their coaching experience
- Set of demonstrable symbolic changes to demonstrate commitment to the coaching on an ongoing basis
- Establishing a empowerment by delegation
- Self-awareness of their own style is critical
- Dimensions of management: doing, leading, managing and coaching
- 360 degree feedback is essential – downwards and upwards

CHALLENGES/ REQUIREMENTS – Performance Managers

- PM now has many direct reports – support required to coach AMSs
- Beginning with awareness of self and their own impact
- The coaching approach has to match the style and content we expect PMs to deliver to their teams
- PMs should shadow the grades they'll deliver coaching to, in order to truly understand the role
- Coaching enabling staff to move beyond the fear of limiting their career prospects
- Environment of trust is required to ensure this succeeds
- Planned sessions and 'in the moment' coaching to effect change
- Improving confidence in coaching skills and capabilities
- 360 degree feedback is essential – downwards and upwards
- Balancing coaching for compliance and innovation: all aimed at improving performance
- Coaching skills assessment pre- and post- the coaching journey
- Coaching must ensure it doesn't 'hit a wall' after an initial burst of activity
- Establishing boundaries that encourage a contribution culture moving away from the current entitlement culture

CHALLENGES/ REQUIREMENTS – AMS

- Some may feel it's the same job, just a 'change in the title'
- They might find it challenging to delegate some of 'their' actions
- Some may feel demoted due to the scale of change, and reduced size of the new group
- Moving from running a commune to running a family: acknowledging the difference in the journey at this grade, and associated challenges distinct from CSM
- Their own experience of coaching is crucial to supporting their team
- Will capability/skills and application of coaching be part of this grade's assessment in future?
- Coaching needs to be woven into the cultural change programme – staffing, processes and technology
- Heightened commercial awareness
- How they as managers engage and connect with disinterested staff
- Link coaches to development needs directly through observation and direct experience
- Coaching should enable upward communication and management
- Spotting talent through their coaching sessions, and recommending to the champions

CHALLENGES/ REQUIREMENTS – CSM



- Fear of coaching and managing: how to let go of the fear
- The reality of coaching 'in-situ' on the front line
- The cultural challenges of accepting coaching as a viable approach
- Is coaching going to be 'mandatory' for everyone?
- Build trust by engaging with attachment emotions rather than fear emotions
- Coaching skills as part of the development programme
- Identification of an individual's development gaps and needs
- Clear links and parallels to the wider development programme
- Support in place from the beginning to support first line managers
- Managing people is not just coaching – clarity for CSMs is needed to clearly delineate where and when to deploy their coaching skills

3.3 Proposed Approach to Coaching

Coaching is intended as a key part of managers' skills and capabilities to manage and coach their direct reports, to build management confidence and capability, improve performance management and shift ways of working. To ensure coaching reflects the transformation design principles, the following design assumptions should be considered by suppliers when developing proposals in relation to our requirements.

The following is a list of our working assumptions for the coaching model *for Lots 1 and 2*:

- The coaching programme will be informed by relevant diagnosis and will incorporate within the design practical application and the use of the experience and understanding of Insights to improve personal and team effectiveness.
- Integration and a seamless link with the Leadership and Management programme is critical for success and fully integrate development plans into pre- and post-session feedback
- Every session will take place during operational/working hours
- The coaching programme will be dependent on individual needs within the context of the overall programme objectives with mechanisms to track progress, impact and benefits.
- Each session will have clear outcomes and links to the objective of building coaching capability to improve performance management and core leadership and management capability to enable transformation.
- The following model illustrates the anticipated pattern of coaching delivery by grade. Core to this model is the involvement of Line Managers at relevant levels to build coaching capability and ensure effective transition of the coaching relationship from the external coach to the Manager. Developing coaching capability will be supported by Lot 3 – coach the coach programme which focuses on developing coaching capability in groups to build confidence and capability to deploy different coaching tools/techniques to improve performance.
- Please refer to the key below which describes which grade of staff will benefit from the coaching support, and at what stage:

Date 										
Grade(s) of audience	1-2-1 coaching sessions									Group session training
Director/LGM	D		R	R						No
PM	D	D	↓	↓	O	R				No
AMS		D	D	D	↓	↓	O	O		No
CSM							↓	↓		Coaching content included in 3 week Upskilling programme for this grade
CSS/CSA (including change champions)									↓	2 days group training provided for change champions only
Managers and Champions			CA 							Yes. 3 days training for managers and Coaching Champions

Key

D	DIRECT 1-2-1 session with the external coaching provider only
O	Direct 1-2-1 coaching session run by the external coaching provider but OBSERVED by the higher grade
R	1-2-1 session RUN by the higher grade but observed by the external coaching provider with a view to provide feedback
CA	Coach the coach and accreditation programme

3.4 Workplace coaching by Lot

Suppliers are invited to submit bids which meet our requirements across one, two or all three of the Lots in accordance with their capability, capacity and expertise. Tailored delivery with the ability to mobilise rapidly will be crucial to sustaining learning and the change for Managers after their participation in the wider programme.

The contract is divided into three Lots:

Lot 1 (This Framework Agreement contract): Leadership and Middle Management Coaching with a view to improving personal effectiveness and their skills to coach when required direct reports to improve business and performance management.

Lot 2: Coaching Skills for First Line Managers to equip them with coaching skills and confidence to manage in the moment and formally when required.

Lot 3: Coach the Coach Programme will enable enhanced coaching skills, mainly in groups, to equip managers with the skills and accreditation to sustain legacy of coaching within the organisations.

Below is a proposed high-level outline of activities and deliverables we anticipate featuring in the Lots. This is included as an indicative guide, is far from exhaustive, and will be informed by the approaches to each Lot that supplier/s experience suggests as appropriate.

3.4.1 Lot 1 (THIS FRAMEWORK AGREEMENT CONTRACT): Leadership and Middle Management Coaching (Line General Managers, Performance Managers and Area Managers)- approx 250

Up to 6 sessions per person

Purpose:

- *For the coach to create a deeper coaching experience for participants to enable them to connect with the benefits of coaching to improve personal effectiveness*
- *To support Leaders and Managers in their developmental journey, helping them establish goals, personal effectiveness measures and milestones on the journey*
- *To support the Leaders and Managers to effectively coach their own teams, using a coaching conversation either in the moment or when engaging in One to One meetings or Performance Appraisal discussions*

The coaching programme for participants will build on the use of tools such as Insights Discovery, learning and development plans from the leadership and management programme as well as the application of 360 feedback. The Service Provider for this lot will undertake the provision of the 360.

Two thirds of the middle management population will be new to role and for many the AMS role will be a stretch.

Current middle management population GSMs and other Centurion Managers will also require development including coaching to fully understand the requirements for transformation.

Going forward all AMS will have accountability to deliver the changes in business performance and customer services. They will be required to model the required behaviours and take full accountability for driving improvements in the quality and consistency of people management and customer services.

To ensure true transformation the Leadership population (PMs/GMs/Directors) will need to lead and role model the changes and coaching will play a critical role to enable this.

The focus for coaching for this group will be individual personal effectiveness and impact and working collectively together as a leadership team to drive, reinforce and sustain the changes and providing development support to direct reports using coaching.

This will require adapting and using a range of different styles depending on the context and coaching will provide Leaders and Managers with the confidence and capability to use different styles of leadership to drive improvements in performance and individual, team and organisational level.

The Supplier for this Lot should fulfil the following criteria:

- Can show extensive experience and practice in coaching and working in a developmental capacity with senior and middle managers in a range of contexts and organisations, both in-house or as an external consultant/coach.
- Understanding of the challenges within LU/TfL environment is ideal and experience of delivering coaching interventions in similar organisations to enable transformation is critical.

Suppliers should be able to illustrate competence and practice in:

- Developing others through an understanding of how adults learn
- Establishing an ethically based coaching programme in ambiguous and / or conflicted circumstances with the client/ direct report /sponsor where relevant
- Working fluidly in the moment, with varied and often complex client issues in demanding contexts
- Holding simultaneous learning agendas in a coaching space (i.e. when observing the Line Managers coaching of his/her Direct Report, the ability to encourage both of them to learn simultaneously)
- Using their skills/experience flexibly to widen clients' perspective beyond the current 'issue/context' and embrace accountability for leading the change in business and customer transformation
- Working effectively with resistance to change using a range of engagement techniques to drive continuous improvement
- Being able to use different models and approaches appropriately, tailored to the requirements of each client
- Demonstrating critical reflection on their coaching practice and its impact on the client and the client system
- Showing a high level of attentiveness and responsiveness to the client in the moment while holding responsibility for working towards outcomes
- Robust quality control systems with effective and efficient mechanisms for matching Coach and Coachees'
- Working collaboratively with other Suppliers to ensure an integrated and seamless learning journey for participants
- Evaluating outcomes including the tracking of progress in culture shifts and individual, team and organisational levels with a track record of demonstrating return on investment with meaningful and tangible business benefits.

3.4.2 Lot 2: Coaching Skills and Facilitating for Operational Performance for First Line Managers to equip them with the skills and confidence to manage in the moment and formally when

required.

Approx 1200 Customer Service Managers – Three sessions per person by external coach followed by coaching sessions by AMS (Lot 1)

The cohort of first line managers who will benefit from coaching will be currently in post as Station Supervisors. As mentioned in sections 1.2 and 1.3, these members of staff will be experiencing major upheaval in their ways of working.

Coaching will provide a positive impact upon their confidence and capability, and also equip them with the confidence and the capabilities through practice and feedback to transfer learning, and to effectively manage core people processes while sustaining employee engagement.

Amongst these core processes will be people processes such as attendance, performance management, informal stages for grievance, harassment & bullying cases and investigations for conduct and discipline cases. It is envisaged coaching will provide direct guidance to improve engagement and militate against a rise in staff discontent and case management when the new set of managers begin working in their new teams.

The diagnosis phase of activities, following immediately after contract award, should suggest a detailed approach for all three Lots. Suppliers will have to diagnose in detail, and fully understand the context and our requirements for coaching in order to meet our requirements.

Current planning assumptions for all three Lots suggest contract award in January 2015 with core delivery beginning in the Summer 2015 and extending until around Spring 2017. Content for the coaching sessions is solely based on transferring learning, performance management and issues arising in the workplace. This is not executive coaching, nor life coaching.

The timeline for coaching has to begin for senior managers in advance of the main development programme detailed above, to ensure managers at AMS level are equipped and ready with the skills, confidence and capability to coach their reports.

The integrated nature of coaching across different staff roles and grades – with levels supporting each other through the integrated coaching journey – means that AMSs need to be ready to take on the coaching for CSMs from their 2nd/3rd coaching session.

Coaching will build on the development plans emerging from the main development programme, and will harness the benefit of tools and techniques used, including Insights Discovery and 360 assessment.

Suppliers for this Lot should fulfil the following criteria:

- Can demonstrate extensive experience of coaching and working in a developmental capacity with first line managers on the shop floor.
- Ideally these assignments will have been in a customer-facing operational environment where coaching is related to improving overall performance as well as demonstrate an understanding of LU/TfL challenges

Suppliers would be expected to be able to illustrate examples of competence and practice in

- Establishing an ethically based coaching contract between Client, Line Manager and Sponsor in ambiguous and / or conflicted circumstances
- Working fluidly in the moment, with varied and often complex client issues in demanding contexts
- Mobilise and deliver large scale front line management coaching to equip managers with coaching skills to effectively manage performance
- Build a trusting and supportive relationship with the client in a short time frame
- Ability to challenge and give respectful feedback to support the Client's development
- Critical self-reflection - ability to assess their own emotions and manage them accordingly whilst continuing to fully relate to the client
- Attending to, and working flexibly with, the client's emotions, moods & language
- Working effectively with resistance to change
- Ability to optimize the Client's Insights Discovery Experience

The follow-up experience of coaching for this group will be back in the workplace, within the two-week period after retuning to work after the programme. These follow-up sessions will be run by their line manager (from Lot 1) who will deliver the session directly in the workplace, observed by the supplier/s for feedback and continuous improvement.

In common with Lot 1, the end-to-end approach from our supplier/s will incorporate online and offline support materials throughout to benefit the coaching recipient, TfL's organisational coaching collateral and the coaching supplier team as they fulfil their remit.

3.4.3 Lot 3 Coach the Coach, Change Champions and Action Learning Sets

Coach the coach programme – 2 days non-accredited course for 250 participants split into 25 cohorts.

Change Champions programme – 2 days course for up to 350 participants split into 29 cohorts.

Action Learning sets 1 – 3 half-day action learning sets in groups of 16 by Line for a population of up to 250 people

Action Learning sets 2 “Step up and Sort it” – 18 half-day “step-up-and-sort-it” sets (two per line, to dovetail with existing management meetings and fora).

Purpose:

- *To enhance coaching capability using group interventions for Managers and Leaders given them the confidence to utilise a range of coaching tools to support managers and direct reports.*

- *To ensure legacy from coaching using accreditation and quality schemes to establish in-house capability to sustain the coaching culture beyond the programme*
- *To provide a group of change champions with coaching skills to establish peer to peer coaching in Stations.*
- *To establish action learning sets to ensure legacy for continuous improvement beyond the programme.*

The coach the coach programme aimed at enhancing coaching capability for Managers will delivered mainly in groups, to equip leaders and managers with the confidence to deploy different coaching tools and techniques to improve personal effectiveness and performance of both self and others. This also includes giving Leaders and Managers the confidence in coaching and managing direct reports to drive cultural change and transformation required.

It is anticipated that this aspect of the coaching intervention would be supported by an accreditation programme for Managers, Staff and Internal teams. The aspiration is to have a core group of Managers and Internal Trainers/Competency Management team who will accountable for sustaining the coaching culture supported by the Organisational Development Team in TfL.

Linked to the **legacy for the programme** this Lot will also include setting up and establishing Action Learning Sets to sustain continuous improvement and embed changes within Stations. The action learning sets will focus primarily on priority business improvement areas and may consist of mixed group of staff from all levels.

This Lot will enable managers to self-sustain the benefits of coaching, and to drive further self-sustaining activities in their teams and areas.

Supplier/s will be required to work in collaboration with BAU (business as usual) teams throughout the lifecycle of the contract in order to provide a seamless handover to the accredited Coaching programme and action learning sets.

The Supplier for this Lot should fulfil the following criteria:

- Can demonstrate extensive experience of accrediting internal coaching schemes to enable transformation and improvements in organisational culture.
- Can show extensive experience and practice in coaching and working in a developmental capacity with senior and middle managers in a range of contexts and organisations, both in-house or as an external consultant/coach.
- Understanding of the challenges within LU/TfL environment is ideal and experience of delivering coaching interventions in similar organisations to enable transformation is critical.

Suppliers should be able to illustrate competence and practice in:

- Developing others through an understanding of how adults learn particularly the use of coaching and action learning sets to drive business improvements
- Establishing an ethically based coaching programme in ambiguous and / or conflicted circumstances with the client/ direct report /sponsor where relevant

- Working fluidly in the moment, with varied and often complex client issues in demanding contexts
- Holding simultaneous learning agendas in a coaching space (i.e. when observing the Line Managers coaching of his/her Direct Report, the ability to encourage both of them to learn simultaneously)
- Using their skills/experience flexibly to widen clients' perspective beyond the current 'issue/context' and embrace accountability for leading the change in business and customer transformation
- Working effectively with resistance to change using a range of engagement techniques to drive continuous improvement
- Being able to use different models and approaches appropriately, tailored to the requirements of each client when establishing accredited schemes within organisations
- Demonstrating critical reflection on their coaching practice and its impact on the client and the client system
- Showing a high level of attentiveness and responsiveness to the client in the moment while holding responsibility for working towards outcomes
- Robust quality control systems with effective and efficient mechanisms for accrediting internal coaching schemes
- Working collaboratively with other Suppliers to ensure an integrated and seamless learning journey for participants
- Evaluating outcomes including the tracking of progress in culture shifts and individual, team and organisational levels with a track record of demonstrating return on investment with meaningful and tangible business benefits.

3.5 Outcomes from Coaching

There are a number of specific outcomes we anticipate from the coaching intervention and associated support for our Leaders and Managers over the duration of the contract and beyond.

The planned programme benefits are set out in the table below:

Primary Benefit	Intermediate Benefits	Baseline*	Trajectory	Measure
Increased Quality of Customer Service	Enhanced Staff Consistency in providing quality customer service	91%	Increase	Staff and Information Survey
	Increased Staff Helpfulness and approachability to customers	79%	Increase	Staff and Information Survey
	Increased Staff Quality of Information and knowledge	87%	Increase	Staff and Information Survey
Provision of Simpler Ticketing proposition for staff and customers	Increased customer satisfaction with ticketing experience	89%	Maintain (Short Period)/ Increase (Long Period)	Ticketing Experience Survey
	Increased ease to purchase tickets for frequent and infrequent users	94%	Maintain (Short Period)/ Increase (Long Period)	Ticketing Experience Survey
	Increased on-line ticket transaction (excluding contactless payments)	3%	Increase	1. TBC
	Reduced customer's complaints (ticketing specific)	TBC	Reduce	Oyster Tracker/ Number of Complaints
	Potential reduction in ticketing frauds and irregularities	1.21%	Reduce	Ticketing Experience Survey/ Fraud Index
	Maintaining/Reducing current level of queuing time	248 (Seconds)	Maintain	Time in Queue Survey

Increased Staff Visibility and Availability	Increased number of staff providing Customer Service in Ticket Hall	Currently 21% of all ticket hall staff. If rebased not to include current ticket office/control room staff then 37%	2. Increase	Staff and Information Survey
	Increased number of visible roles (Including supervisors)	94%	3. Maintain Short Term/ Increase long	Staff and Information Survey/ Staff Deployment Report
	Enabled introduction of the new uniform for all LU station staff (Linked to Enhanced Staff Appearance)	97%	Maintain	4. Staff and Information Survey
	Increased time per shift assigned to ticket hall duties	TBC	Increase	5. TBC
Increased Station Staff Effectiveness and Accountability	Increased efficiency in Staff Utilisation (Improved Rostering)	6.	Increase	COO Scorecard
	Improved level of attendance and punctuality (can be linked to RAMS targets)	96%	Maintain	7. COO Scorecard
	Increased utilisation of standardised a more effective approach to management (People and Systems)	52%	Increase	8. Line Management Index
	Improved Station Management span of control	1-28 (GSM/CSS)	Reduce	9. Organisational Structure
Improved Customers' Perception of Safety and Security in Stations	Increased customer's satisfaction with Personal Safety in Stations	84%	10. Maintain short term/Increase long	Customer Service Survey

			term	
Improved Station Ambience	Increased customer and stakeholder's satisfaction Station Ambience (also linked to better utilisation of station's space for more focussed customer service)	78%	11. Increase	Mystery Shopper Survey
	Enhanced corporate visibility and reputation (Also linked to stakeholder satisfaction with a more efficient and effective value for money organisation)	37% (LU Customers)	12. Increase	Reputation Survey

We will seek to agree specific outcomes and benefits that will be tracked and measured for the Development programme with all the Suppliers involved. We will also seek to draw from the programme benefits and people metrics below a set of behaviour indicators for the development programme during the diagnosis phase that will contribute to successfully achieving the programme outcomes

The following table sets out people and customer metrics that could be considered in tracking progress and success of the development programme.

	Focus	Information	Target	Outcome
1	Management Confidence and Capability	Line Manager Index for confidence & Capability	Baseline information	Improved baseline information
	Employee Engagement	Engagement Index	Baseline information	Improved baseline information
	Line Manager Index	Line Manager Index	Baseline information	Improved baseline information
	Staff Satisfaction	Staff Survey metrics	Baseline information	Improved baseline information

			(Viewpoint)	
2	Customer Satisfaction	Mystery Shopper feedback	Baseline information	Improved baseline information
3	Case Management: The number of staff related cases a line manager deals with	Attendance At Work (AAW)	Target is for between 80-90% of cases to be managed within a 4 week window	To be completed within three shifts
		Return To Work Interviews (RTWI)	Attendance data	Improved attendance data
		Contact arrangements for absence/sickness from work	Uniform process of every staff member speaking directly to a manager – a type of checklist that must be adhered to	Adherence to the process across areas and lines
		Performance Management and CMS	Metrics/measures to be defined	Improved baseline information
4	Development programme Indicators	KPIs threshold developed during the diagnosis phase	Baseline indicator	Agreed level of sustainable/incremental improvement on baseline

Each Lot will require their own KPIs and a Lot-specific set of outcomes, but it is to be noted that outcomes including performance improvement will be linked across Lots.

4 SERVICE LEVEL AGREEMENTS / KEY PERFORMANCE INDICATORS

- 4.1 The supplier shall be required to meet the agreed Service Level Agreements (SLA's), including any aspect of the Call-Off Contract performed by sub-contractors.
- 4.2 Performance against the Key Performance Indicators will be monitored by the nominated TfL Contract Manager. It is expected that a Service Level Agreement (SLA) with Key Performance Indicators (KPI) will be implemented with any chosen Supplier.
- 4.3 It is essential that the coaches build and maintain credibility with our managers: the staff they will be coaching, and wider staff teams. In addition to excellent communication and coaching delivery skills, they should also have an understanding of TfL's priorities and the context under which the organisation operates.
- 4.4 Every opportunity should be taken during the contract to place the learning in context and therefore help to ensure a smooth transition of skills and learning directly the workplace. This is a key success factor for the coaching: delegates should be given an understanding the requirements of new roles and an awareness of their own development areas as a result.
- 4.5 TfL will provide full induction/briefing and any relevant information/policies as part of the Diagnosis, Scoping and Design/Mobilisation phases of the contract.
- 4.6 TfL will undertake regular Quality Assurance with the full knowledge of the supplier in order to monitor coach performance and ensure that the agreements outlined within the contract are maintained.
- 4.7 **Payment Milestones**

TfL standard payment terms will apply. Subject to the provision of Section 7.1.3 of the Framework Agreement, Lot 1 will be invoiced as follows (*vide* Schedule 4 for reference):

- 4.7.1 First Phase: one invoice at contract execution for all activities before Design, and one invoice upon completion of all activities from Design onwards
- 4.7.2 Second Phase: monthly by effort
- 4.7.3 Third Phase:
 - 4.7.3.1 Delivery: monthly by effort

4.7.3.2 Quality: one invoice after evaluation of 500 completed coaching journeys, as per Evaluation and Return on Investment Framework.

4.7.4 Online Truth Teller: one invoice post set up

4.7.5 Fourth Phase: One invoice upon completion.

4.8 Detailed deliverables and delivery dates

Any optional requirements which arise from work identified (in addition to what would be provided in direct correlation to the requirements) as set out in this specification will be delivered by variation.

Contract and Performance Management

The Supplier shall identify a named individual to act as the Contract Manager and who shall co-ordinate the services provided; monitor the quality of the service provision and liaise with TfL.

TfL will undertake regular Quality Assurance in order to monitor contract performance and ensure that the agreements outlined within the contract are maintained.

The contract managers (TfL and supplier manager) shall meet regularly every quarter (monthly during the first quarter of the Contract) to review contract performance generally and against the KPI's. Other personnel may attend meetings where appropriate.

Meetings will be hosted by TfL (the Authority) unless agreed otherwise.

The Contractor shall be required to meet the agreed Service Level Agreement (SLA) and Key Performance Indicators (KPIs), including any aspect of the contract performed by sub-contractors. Performance against the KPIs will be monitored by TfL.

SCHEDULE 4 - RATES

SCHEDULE 5

SCHEDULE 5A - REQUEST FORM (IDENTIFIED SERVICE PROVIDER)

Framework Number:

Request Form Number:

To:

Address:

From:

Date:

This is a Request Form for the provision of Services in accordance with this Agreement referenced above. This is an enquiry document only, constituting an invitation to treat, and it does not constitute an offer capable of acceptance. Your Proposal must be submitted as an offer capable of acceptance by the Authority; however such acceptance will not occur unless and until the Authority posts notice of acceptance to you.

Attachment 1 of this Request Form sets out the Services required by the Authority and other relevant information.

In your Proposal, you must respond to the information requested in Attachment 1 by completing Attachment 2.

Attached to this Request Form is a draft Call-Off Contract. The Authority is under no obligation to award any Call-Off Contract as a result of this Request Form.

You must complete and return your Proposal by []. Please e-mail your Proposal, and send a paper copy to:

Name:

E-mail address:

Postal address:

Telephone:

Fax:

Any queries regarding this Request Form should be directed to the above. Any queries regarding this Agreement should be directed to the Procurement Manager named in this Agreement.

Signed:

for and on behalf of the Authority

Attachments: Attachment 1: Services to be provided and other relevant information

Attachment 2: Service Provider's Proposal

Draft Call-Off Contract

Framework Number:
Request Form Number:

From:
Date:

Any queries regarding this Request Form should be directed to the above. Any queries regarding this Agreement should be directed to the Framework Manager named in this Agreement.

Signed: _____
for and on behalf of the Authority

Attachments: Attachment 1: Services to be provided and other relevant information

Attachment 2: Service Provider's Proposal

Draft Call-Off Contract

Attachment 1

[To be completed by the Authority]

1. Services to be provided and associated information

[Detail here all (a) Services and (b) deliverables with full descriptions of what is required.

Include a Project Plan that clearly identifies the project milestones against which payments are to be made. This may be as simple as a plan that contains dates for acceptance and completion. If no plan is available, or if the milestones cannot be specified at this stage, you must request the Service Provider to include a proposed plan and milestones in their response.

You should also define other requirements you wish the Service Provider to respond to such as:

- details of any technical and/or functional specifications and/or any service levels (as applicable) of any Deliverable or Service required by the Authority to be delivered or achieved by the Service Provider;*
- Working Hours;*
- CVs of the Personnel to be working on the project;*
- estimated time-lines for each of the milestones and for the overall project;*
- the Service Provider's best price offer based on charges (subject to Schedule 4);*
- the Service Provider's proposal for staged payments or whether pro-rata monthly payments will apply;*
- any materials, equipment or goods required to provide the Services, including Service Provider IPR deliverables and Third Party IPR deliverables;*
- any material assumptions or facts relied upon by the Authority in compiling it and any other material information which relates to the Services required to be provided and/or performed;*
- Service levels, and measurement thereof;*
- any warranties and/or representations required from the Service Provider.]*

2. Acceptance Criteria

[If the Authority requires any deliverable (whether in isolation or in combination with other deliverables (e.g. as a solution, package, or system)) and/or any Service to be subject to acceptance and/or service validation tests (as applicable), define the acceptance criteria which the Service Provider must ensure]

3. Timetable

Commencement Date [complete only if different from the date of the Call-Off Contract]:
Call-Off Term:

4. The Authority account details

Relevant account code and cost centre:

5. The Authority's Call-Off Co-ordinator

Name:
Address:
Phone:
Fax:
Email:

6. Additional insurance (if any) to be held by Service Provider:

[Delete as appropriate]

- a) Employer's liability insurance to be increased to £[X] million per incident;
- b) Public liability insurance to be increased to £[X] million per occurrence with financial loss extension;
- c) Professional indemnity insurance to be increased to £[X] million in the aggregate per annum for the duration of the Call-Off Contract/ Agreement and for 6 years after expiry or termination of the Call-Off Contract/Agreement; and
- d) Product liability insurance to be increased to £[X] million in the aggregate per annum with financial loss extension.

Attachment 2

Proposal

[To be completed by the Service Provider]

1. Proposed Solution

The Service Provider should detail how it proposes to deliver the Services set out in Attachment 1, including (where requested) a Project Plan (this may be as simple as a plan that contains dates for acceptance testing and completion depending on the particular project), details of any equipment and materials required and service levels.

2. Charges

The Service Provider should set out the charges for the Services required, their provision and the contract model as set out in Attachment 1, taking into account that the rates used to calculate the Charges shall not exceed the Rates set out in Schedule 4 of this Agreement.

3. Service Team and Personnel

Details of the Service Provider's Manager, and Personnel, including grades and areas of responsibility. Please attach copies of CVs.

4. Experience

An outline of relevant past work or projects including references;

5. Proposed sub-contractors (if any)

Name and contact details of proposed sub-contractor(s) and details of any proposed sub-contracted work:

6. Proposed completion date

[Complete only if different from duration/expiry date stated in Attachment 1]:

7. Insurance

The Service Provider should confirm that additional insurance cover has/will be arranged according to the requirements (if any) set out in Attachment 1.

8. Other Information

Attachment 3

Special Conditions for Call-Off

CA1 DATA PROTECTION

“Authority Personal Data”	Personal Data Processed by the Service Provider on behalf of the Authority;
“Data Subject”	has the meaning given to it by section 1(1) of the DPA;
“DPA”	the Data Protection Act 1998;
“Personal Data”	has the meaning given to it by section 1(1) of the DPA;
“Processing”	has the meaning given to it by section 1(1) of the DPA and “Process” and “Processed” will be construed accordingly;
“Sensitive Personal Data”	has the meaning given to it by section 2 of the DPA;

CA1.1 Without prejudice to the generality of Clause 24 of the Agreement, the Service Provider shall:

- CA1.1.1 take appropriate technical and organisational security measures, that are satisfactory to the Authority, against unauthorised or unlawful Processing of Authority Personal Data and against accidental loss, destruction of, or damage to such Personal Data;
- CA1.1.2 provide the Authority with such information as it may from time to time require to satisfy itself of compliance by the Service Provider with Clause CA1.1.1;
- CA1.1.3 co-operate with the Authority in complying with any subject access request made by any Data Subject pursuant to the DPA and/or responding to any enquiry made or investigation or assessment of Processing initiated by the Information Commissioner in respect of any Authority Personal Data;
- CA1.1.4 when notified by the Authority, comply with any agreement between the Authority and any Data Subject in relation to any Processing which causes or is likely to cause substantial and unwarranted damage or distress to such Data Subject, or any court order requiring the rectification, blocking, erasure or destruction of any Authority Personal Data;
- CA1.1.5 take reasonable steps to ensure the reliability of personnel having access to Authority Personal Data and to ensure that such personnel are fully aware of the measures to be taken and the Service Provider's obligations under this Clause A1 when Processing Authority Personal Data; and

- CA1.1.6 not Process any Authority Personal Data outside the European Economic Area (or any country deemed adequate by the Commission pursuant to Article 25(6) Directive 95/46/EC) without the Authority's prior written consent.
- CA1.2 When the Service Provider receives a written request from the Authority for information about, or a copy of, Authority Personal Data, the Service Provider shall supply such information or data to the Authority within such time and in such form as specified in the request (such time to be reasonable) or if no period of time is specified in the request, then within 10 Business Days from the date of the request.
- CA1.3 The Authority remains solely responsible for determining the purposes and manner in which Authority Personal Data is to be processed. The Service Provider shall not share any Authority Personal Data with any sub- Contractor or third party unless there is a written contract in place with the Authority which requires the sub-Contractor or third party to:
- CA1.3.1 only Process Authority Personal Data in accordance with the Authority's instructions to the Service Provider; and
- CA1.3.2 comply with the same obligations with which the Service Provider is required to comply with under this Clause CA1.
- CA1.4 Details of the Personal Data to be processed by the Service Provider and the purposes of such Processing are as follows:
1. **Data Subjects**

The Personal Data to be processed by the Service Provider (if any) concerns the following categories of Data Subjects:

[E.g. staff data or data about customers]
 2. **Categories of Data**

The Personal Data to be Processed concerns the following categories of data:

[e.g. names; addresses; telephone numbers; photographs]
 3. **Purposes of the Processing**

The Personal Data is to be Processed for the following purposes:

[set out purposes]
 4. **Manner of Processing**

The Personal Data is to be Processed in the following manner:

[set out manner of processing]
 5. **Sensitive Personal Data**

The Personal Data concerns the following categories of Sensitive Personal Data (if any):

[e.g. information about the data subject's racial or ethnic origin, political opinions, religious beliefs. Refer to section 2 of the DPA for other categories of Sensitive Personal Data]

6. Recipients

The Personal Data may only be disclosed to the following recipients or categories of recipients within the Service Provider's organisation:

[set out permitted recipients]

7. Onward Transfers

The Personal Data may only be shared with the following recipients or categories of recipients outside the Service Provider's organisation:

[set out permitted recipients]

CA7 FURTHER INTELLECTUAL PROPERTY REQUIREMENTS

- CA7.1 The Service Provider shall procure that all the Service Provider's Personnel performing the Services (or part of them) contract with the Service Provider that any Intellectual Property Rights arising out of or relating to work done by those persons pursuant to a Call-Off Contract shall be assigned with full title guarantee to the Authority and that those persons shall have no title, rights or interests whether legal or beneficial in any of such Intellectual Property Rights and, in relation to any copyright work created, that all moral rights shall be waived by the creator.
- CA7.2 If, and to the extent that, the Products consist of or include copyright work authored by the Service Provider or any other person, being work not prepared or developed for the purposes of the Call-Off Contract, then, notwithstanding Clause 23.1, title to the copyright in such work shall not vest in the Authority.
- CA7.3 The Service Provider grants or undertakes to procure the grant to the Authority free of charge of a perpetual, irrevocable, transferable, world-wide and royalty-free licence to reproduce and use any work of the type referred to in Clause CA7.2 and every part of it in any manner.
- CA7.4 As between the Authority and the Service Provider Intellectual Property Rights in all documentation and other items supplied by the Authority to the Service Provider in connection with the Contract shall remain the property of the Authority.
- CA7.5 The Authority grants to the Service Provider a non-exclusive, non-transferable, revocable licence to use all the Intellectual Property Rights owned (or capable of being so licensed) by the Authority required by the Service Provider or any of its the Service Provider's Personnel to provide the Services. Any such licence is granted for the Call-Off Term solely to

enable the Service Provider to comply with its obligations under the Call-Off Contract.

CA8 INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

CA8.1 The Service Provider shall:

CA8.1.1 promptly notify the Authority upon becoming aware of an infringement or alleged infringement or potential infringement of any Intellectual Property Right which affects or may affect the provision or receipt of the Services or if any claim or demand is made or action brought for infringement or alleged infringement of any Intellectual Property Right; and

CA8.1.2 indemnify, keep indemnified and hold harmless the Authority from and against all actions, claims, demands, costs, charges or expenses (including legal costs on a full indemnity basis) that arise from or are incurred by the Authority by reason of any infringement or alleged infringement of any Intellectual Property Rights of any person arising out of the use by the Authority of the Products (or any of them) or anything arising from the provision of the Services and from and against all costs and damages of any kind which the Authority may incur in or in connection with any actual or threatened proceedings before any court or arbitrator.

CA8.2 The Authority shall, at the request of the Service Provider, give the Service Provider all reasonable assistance for the purpose of the Service Provider contesting any such claim, demand, or action referred to in Clause CA8.1.1 and the Service Provider shall:

CA8.2.1 reimburse the Authority for all costs and expenses (including legal costs) incurred in doing so;

CA8.2.2 conduct at its own expense all litigation and/or negotiations (if any) arising from such claim, demand or action; and

CA8.2.3 consult with the Authority in respect of the conduct of any claim, demand or action and keep the Authority regularly and fully informed as to the progress of such claim, demand or action.

CA8.3 If a claim or demand is made or action brought to which Clause CA8.1 applies or in the reasonable opinion of the Service Provider is likely to be made or brought, the Service Provider may, after consultation with the Authority, at its own expense and within a reasonable time, modify or substitute any or all of the Products (as defined in Clause CA7.1) so as to avoid the infringement or the alleged infringement, provided that the terms of the Call-Off Contract shall apply mutatis mutandis to such modified or substituted Products and such Products are accepted by the Authority.

Framework Number:
Call-Off Contract Number:

- (1) [] (“**the Authority**”); and
- (2) [], a company registered in England and Wales (Company Registration Number []) whose registered office is at [] (“**the Service Provider**”).

- A. The Contracting Authority and the Service Provider have entered into an agreement dated [] which sets out the framework for the Service Provider to provide certain Services to the Contracting Authority or the Authority (“**the Agreement**”).
- B. The Authority wishes the Service Provider to provide the specific Services described in this Call-Off Contract pursuant to the terms of the Agreement and this Call-Off Contract and the Service Provider has agreed to provide such Services on those terms and conditions set out in the Call-Off Contract.

- 1.1 The terms and conditions of this Agreement shall be incorporated into this Call-Off Contract.
- 1.2 In this Call-Off Contract the words and expressions defined in this Agreement shall, except where the context requires otherwise, have the meanings given in this Agreement. In this Call-Off Contract references to Attachments are, unless otherwise provided, references to attachments of this Call-Off Contract.

- 2.1 The Services to be performed by the Service Provider pursuant to this Call-Off Contract are set out in Attachment 1.

- 2.2 The Service Provider acknowledges that it has been supplied with sufficient information about this Agreement and the Services to be provided and that it has made all appropriate and necessary enquiries to enable it to perform the Services under this Call-Off Contract. The Service Provider shall neither be entitled to any additional payment nor excused from any obligation or liability under this Call-Off Contract or this Agreement due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Services to be provided. The Service Provider shall promptly bring to the attention of the Call-Off Co-ordinator any matter that is not adequately specified or defined in the Call-Off Contract or any other relevant document.
- 2.3 The timetable for any Services to be provided by the Service Provider and the corresponding Milestones (if any) and Project Plan (if any) are set out in Attachment 1. The Service Provider must provide the Services in respect of this Call-Off Contract in accordance with such timing and the Service Provider must pay liquidated damages in accordance with this Agreement of such an amount as may be specified in Attachment 1. The Service Provider shall be liable for the ongoing costs of providing Services in order to meet a Milestone.
- 2.4 The Service Provider acknowledges and agrees that as at the commencement date of this Call-Off Contract it does not have an interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services provided to the Authority under this Call-Off Contract.

3. CALL-OFF TERM

This Call-Off Contract commences on the date of this Call-Off Contract or such other date as may be specified in Attachment 1 and subject to Clause 4.2 of this Agreement, shall continue in force for the Call-Off Term stated in Attachment 1 unless terminated earlier in whole or in part in accordance with this Agreement.

4. CHARGES

Attachment 2 specifies the Charges payable in respect of the Services provided under this Call-Off Contract. The Charges shall not increase during the duration of this Call-Off Contract unless varied in accordance with this Agreement. The Service Provider shall submit invoices in accordance with this Agreement and the Charges shall be paid in accordance with this Agreement.

5. CALL-OFF CO-ORDINATOR AND KEY PERSONNEL

The Authority's Call-Off Co-ordinator in respect of this Call-Off Contract is named in Attachment 1 and the Service Provider's Key Personnel in respect of this Call-Off Contract are named in Attachment 2.

This Call-Off Contract has been signed by duly authorised representatives of each of the Parties.

SIGNED

For and on behalf of the [*Authority*]

Signature: _____

Name: _____

Title: _____

Date: _____

SIGNED

For and on behalf of [*the Service Provider*]

Signature: _____

Name: _____

Title: _____

Date: _____

Attachment 1

[To be completed by the Authority]

1. Services to be provided

2. Timetable

Commencement date [complete only if different from the date of the Call-Off Contract]:

Call-Off Term:

Attach Project Plan (if any) (including Milestones if applicable)

3. Liquidated Damages

Amount of liquidated damages per day (if any):

4. Expenses

Expenses (if any) that the Service Provider may claim:

5. Authority Account Details

Relevant account code and cost centre:

6. Authority Call-Off Co-ordinator

Name:

Address:

Phone:

Fax:

Email:

7. Availability of Key Personnel

The Service Provider's Key Personnel shall be available at the following period of notice:

8. Other information or conditions

Specify any other information or special conditions relevant to provision of Services under this Call-Off Contract

Attachment 2

[To be completed by the Service Provider]

1. Charges

Charges to be specified on a time and materials or fixed fee basis. If time and materials fee, also specify maximum price for provision of the Services.

2. Key Personnel

The Service Provider's Key Personnel (include grades and areas of responsibility):

3. Proposed sub-contractors (if any)

Name and contact details of proposed sub-contractor(s) and details of any proposed sub-contracted work:

4. Proposed completion date

[COMPLETE ONLY IF DIFFERENT FROM DURATION/EXPIRY DATE STATED IN ATTACHMENT 1]

Attachment 3

Special Conditions for Call-Off

SCHEDULE 7 - FORM FOR VARIATION

Agreement Parties: *[to be inserted]*

Call-Off Contract Number: *[to be inserted]*

Variation Number: *[to be inserted]*

Authority Contact Telephone *[to be inserted]*

Fax *[to be inserted]*

Date: *[to be inserted]*

AUTHORITY FOR VARIATION TO AGREEMENT (AVC)

Pursuant to Clause 32 of this Agreement, authority is given for the variation to the Services and the Charges as detailed below. The duplicate copy of this form must be signed by or on behalf of the Service Provider and returned to the Call-Off Co-ordinator as an acceptance by the Service Provider of the variation shown below.

DETAILS OF VARIATION	AMOUNT (£)
ALLOWANCE TO THE AUTHORITY	
EXTRA COST TO THE AUTHORITY	
TOTAL	

.....
For the Authority

ACCEPTANCE BY THE SERVICE PROVIDER	
Date	Signed

SCHEDULE 8 - AUTHORITY POLICIES AND STANDARDS