

SCHEDULE 15: OBLIGATIONS ON HANDOVER

The provisions of this Schedule 15 (Obligations on Handover) are without prejudice to the obligations of the Supplier to continue to provide the Services as required by the terms of the Contract and any services reasonably required to transition the Services to an incoming supplier with the minimum of disruption and so as to prevent or mitigate any inconvenience to the Company or disruption to its operations.

1. The Supplier shall at its own cost, commencing no later than eleven (11) months before the Expiry Date or on the date of receipt of any Termination Notice:
 - 1.1 prepare and submit for review and approval by the Company's Representative, a detailed demobilisation plan for the Services containing the Supplier's proposals for the demobilisation aspects of the Services, including but not being limited to transfer of staff, intellectual property rights and manuals, spares and equipment (the "Demobilisation Plan") and thereafter update the Demobilisation Plan as requested by the Company;
 - 1.2 in order to support the seamless transition of the Services following the Expiry Date or Termination Date, undertake all necessary actions in connection with the demobilisation, including but not being limited to the following:
 - (A) providing all necessary resource, including Supplier Personnel, equipment and materials to enable timely demobilisation;
 - (B) identifying its demobilisation team and demobilisation manager;
 - (C) procuring that its demobilisation team shall attend Company chaired demobilisation/transition meetings;
 - (D) keeping the Company's Representative fully informed on the progress of the demobilisation;
 - (E) complying with all reasonable instructions of the Company in connection with the demobilisation; and
 - (F) ensuring, supporting and facilitating migration of any IT systems used by the Supplier in providing the Services;
 - 1.3 cooperate fully with and provide all reasonable and necessary assistance and information in connection with the Services and/or to facilitate the orderly transfer of responsibility for and conduct of the Services to the Company and any incoming supplier or suppliers in the transition of the Services before the Expiry Date or Termination Date (as the case may be) and for a period of three months after such date to ensure that the changeover to the incoming supplier (or back to the Company) is effected with minimal disturbance and disruption;
 - 1.4 the requirement for the Supplier to provide cooperation pursuant to paragraph 1.3 above extends to any retender process for the Services carried out by the Company in relation to an incoming supplier or suppliers to enable it to access the Sites and/or Company personnel, and specifically an obligation to provide, on reasonable notice during the term of the Contract, information for the

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purpose of a competition and managing the transition to an incoming supplier or suppliers, to include:

- (A) details of the Services;
 - (B) details of employees who would transfer to the replacement contractor;
 - (C) management information; and
 - (D) any other information that the Company may reasonably require; and
- 1.5 maintain records, data, files, information and Documentation relating to the Services in such form and manner as to enable the Supplier to effectively transfer them in full to the Company and/or to any third party nominated by the Company, so as to put the Company and/or the third party into a position where the Company and/or the third party can provide a level of service which is similar to or the same level as Services provided under this Contract.
2. Without prejudice to paragraph 1, within three (3) months of the Services Commencement Date, and thereafter annually, on each anniversary of the Services Commencement Date until expiry of the Contract or earlier termination, the Supplier shall submit a draft Demobilisation Plan for review and approval by the Company. In addition to each such submission, at other intervals the Supplier shall update the draft Demobilisation Plan where requested by the Company (acting reasonably).
3. On receipt of an instruction from the Company, the Supplier shall return to the Company's Representative all Free Issue Materials provided to the Supplier in accordance with Clause 23 of the Contract.
4. Without prejudice to the provisions of Clause 13 and 37 of the Contract, the Supplier shall:
- 4.1 hand back to the Company (at the Expiry Date or Termination Date (as the case may be)) all records, data, files, information and documentation owned by the Company but used by the Supplier in the performance of the Services, subsequently destroy all electronic copy information in the possession of the Supplier and provide a certificate of destruction to the Company's Representative; and
 - 4.2 provide the Company and/or incoming supplier or suppliers with all reasonable help, assistance and co-operation to make available and effect the transfer of records, data, files, information and documentation to an incoming supplier or suppliers so as to enable the Company and/or incoming supplier or suppliers to set up and effect the transition of the Services, in accordance with Clause 13 of the Contract; and
 - 4.3 hand over to the Company (upon request of the Company's Representative but in any event, at the Expiry Date or Termination Date (as the case may be)) all passes or entry permits.
5. The Supplier shall ensure that (at the Expiry Date or Termination Date (as the case may be)):
- 5.1 all equipment (whether of a temporary or permanent nature) used in the

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delivery of the Services whether or not owned by the Supplier, the Company or any third party is fully maintained, serviced and fully functional with an up-to-date service and maintenance history which is entered on the CAFM system. Equipment which fails to meet these conditions shall be replaced with new by the Supplier at its own cost. In the event that the Supplier is in breach of this paragraph 5.1 (irrespective of whether the equipment is in the ownership and responsibility of the Supplier or a sub-contractor), the Company shall be entitled to purchase such equipment itself and recover the associated costs from the Supplier;

- 5.2 all assets and spares, critical and non-critical, are handed over to the incoming supplier and the Company and that relevant members of the Supplier's Personnel are present at handover; and
 - 5.3 all areas which the Contractor has used for storage or operation have been left clean and tidy and all rubbish has been removed from the Sites.
6. During demobilisation the Supplier shall promptly provide all reasonable co-operation and support resource in relation to any audit or check required by the Company and commissioned by the Company's Representative, including in each particular circumstance:
- 6.1 granting or procuring the grant of access to any premises used in performance of the Contract, whether the Supplier's own premises or otherwise;
 - 6.2 granting or procuring the grant of access to any equipment (including all computer hardware, software and databases) used (whether exclusively or non-exclusively) in the performance of the Supplier's obligations under the Contract, wherever situated and whether the Supplier's own equipment or otherwise;
 - 6.3 making any contracts and other documents, records and information related to the provision of the Services available for inspection;
 - 6.4 granting copying facilities to the Company and/or LUL's auditor for the purposes of making copies of any or all the information, records and documents;
 - 6.5 complying with the Company's reasonable requests for access to senior personnel engaged in the Supplier's performance of the Contract; and
 - 6.6 granting access to the Sites to staff of the incoming suppliers (with the approval of the Company) for the purpose of mobilisation and transitioning of the Services. This will include providing access to all plant, equipment, contract related records, staff, and escorting the incoming staff as requested by the Company's Representative.
7. In the event of a failure by the Supplier to comply with any of the obligations set out in this Schedule 15, in the final 12 months of the Contract the Company shall be entitled to retain from each payment per period due to the Supplier a sum of 5% equal to the cost to the Supplier of performing the relevant obligation(s). The Parties agree that such retention shall not be a penalty and is fair and reasonable and represents a genuine pre-estimate of what the cost of performance to the Supplier would have

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been.

8. The Supplier is required to notify any Sub-Contractors of the relevant demobilisation procedures set out in this Schedule 15 and/or the Demobilisation Plan.
9. In relation to any Necessary Consents, these will not transfer from the Supplier to an incoming supplier or suppliers and the incoming supplier or suppliers shall be required to obtain these in accordance with Clause 6 of the Contract.

SCHEDULE 16 : RESPONSIBLE PROCUREMENT

Timber Standards

For the purposes of this Schedule 16, unless the context indicates otherwise, the following expressions shall have the following meanings:

<u>“Independent Report”</u>	means an independent report by an individual or body: <ul style="list-style-type: none">(a) whose organisation, systems and procedures conform to:<ul style="list-style-type: none">(i) ISO Guide 65:1996 (EN 45011:1998); and(ii) general requirements for bodies operating product certification systems; and(b) who is accredited to audit against forest management standards by a national or international body whose organisation, systems and procedures conform to ISO Guide 61 General Requirements for Assessment and Accreditation of Certification Bodies;
<u>“Legal Timber”</u>	means Timber in respect of which the organisation that felled the trees and/or provided the Timber from which the wood supplied under the Contract derived: <ul style="list-style-type: none">(a) had legal rights to use the forest;(b) holds a register of all local and national laws and codes of practice relevant to forest operations; and(c) complied with all relevant local and national laws and codes of practice including environmental, labour and health and safety laws and paid all relevant royalties and taxes;
<u>“Recycled Timber”</u> and <u>“Reclaimed Timber”</u>	means recovered wood that has been reclaimed or re-used and that has been in previous use and is no longer used for the purpose for which the trees from which it derives were originally felled. The terms ‘recycled’ and ‘reclaimed’ are interchangeable and include, but are not limited to the following categories: pre-consumer recycled wood and wood fibre or industrial by-products but excluding sawmill co-products (sawmill co-products are deemed to fall within the category of Virgin Timber), post-consumer recycled wood and wood fibre and drift wood. Recycled or Reclaimed Timber must be capable of being evidenced as such to the Company’s satisfaction in order to satisfy this definition;

“Sustainable Timber”

means Timber, which in order to meet the Company’s criteria for sustainable timber, must be:

- (a) Recycled Timber; or
- (b) Sustainably Sourced Timber; or
- (c) a combination of (a) and (b);

“Sustainably sourced Timber”

means Timber sourced from organisational, production and process methods that minimise harm to ecosystems, sustain forest productivity, ensure that both forest ecosystem health and vitality, and forest biodiversity is maintained. In order to satisfy this definition, Timber must be accredited with the Forest Stewardship Council (“FSC”) or equivalent. Where it is not practicable to use FSC standard accredited Timber, the Company will accept Timber accredited through other schemes approved by the Central Point of Expertise on Timber (CPET), as listed below:

- (a) Canadian Standards Association (CSA);
- (b) Programme for the Endorsement of Forest Certification (PEFC); or
- (c) Sustainable Forestry Initiative (SFI),

or such other source as the Supplier may demonstrate to the Company’s satisfaction is equivalent;

“Timber”

means wood from trees that have been felled for that purpose, but excludes any item where the manufacturing processes applied to it has obscured the wood element (by way of example only, paper would not be treated as Timber). Where the term Timber is used as a generic term it includes both Virgin Timber and Recycled Timber; and

“Virgin Timber”

means Timber supplied or used in performance of the Contract that is not Recycled Timber.

1.1 Supplier's Obligations and the Company's Rights

- a. The Supplier shall ensure that all Timber supplied or used in the performance of the Contract shall be Sustainable Timber. If it is not practicable for the Supplier to meet this condition the Supplier must inform the Company in writing prior to the supply of any Timber that is not Sustainable Timber, and stating the reason for the inability to comply with this condition. The Company reserves the right, in its absolute discretion, to approve the use of Timber that is not Sustainable Timber. Where the Company exercises its right to reject any Timber, the provisions of paragraph 1.1(d) below shall apply.
- b. Without prejudice to paragraphs 1.1(a) and 1.3(b), all Virgin Timber procured by the Supplier for supply or use in performance of the Contract shall be Legal Timber.
- c. The Supplier shall ensure that Virgin Timber it procures for supply or use in performance of the Contract shall not have derived from any species of tree that is protected under the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES) unless the Supplier can prove, by producing official documentation, that he has complied with the CITES requirements that permit trading in the particular species of tree so listed under that Convention.
- d. The Company reserves the right to reject at any time any Timber that does not comply with the conditions of this Contract or the Specification. Where the Company exercises its right to reject any Timber, the Supplier shall supply contractually compliant alternative Timber, at no additional cost to the Company and without causing delay to the performance of the Contract.
- e. The Supplier shall maintain records of all Timber supplied and used in the performance of the Contract. Such information shall be made available to the Company promptly if requested at any time.

1.2 Company's Reporting Requirements

- a. Unless the Company has given its written approval in accordance with paragraph 1.1(a) that Timber that is not Sustainable Timber may be used, then, if requested, the Supplier shall promptly provide evidence to the Company's satisfaction that the Timber is Sustainable Timber.
- b. Upon a request by the Company referred to in paragraph 1.2(a), in the event that the Supplier does not promptly provide such evidence, or the evidence provided does not satisfy the Company's requirements, then (and without prejudice to paragraph 1.3(a)), the Company reserves the right to retain 25% of any monies payable to the Supplier under the Contract until such date as the Company is in receipt of such evidence and the Company is satisfied that the evidence establishes that the Timber is Sustainable Timber.
- c. The Supplier shall report quarterly on its use of Sustainable Timber in the performance of the Contract, in accordance with Appendix 2 (Timber Standards) of this Schedule 16.
- d. The Supplier shall report on the amount of Timber that has been supplied to the

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Company in accordance with paragraph 1.1(a) which is not Sustainable Timber.

1.3 Verification

a. Evidence of Sustainable Timber

(i) The Company reserves the right to determine whether the evidence supplied by the Supplier is sufficient to satisfy it that the Specification and the conditions of this Contract have been fully complied with. In the event that the Company is not so satisfied, the Supplier shall, on written request by the Company, commission and meet the costs of an Independent Report to:

- (1) verify the source of the Timber; and
- (2) assess whether the forests of origin were managed in accordance with the specified local laws and regulations.

b. Evidence of Legal Timber

(i) The Supplier shall, before delivering any Virgin Timber under this Contract, obtain documentary evidence to the Company's satisfaction that the Timber is both Legal and Sustainable Timber. If requested in writing by the Company, the Supplier shall submit such documentary evidence to the Company either prior to delivery or at such other times as the Company may require. For the avoidance of doubt, the Supplier shall identify, as part of the evidence submitted, a chain of custody from the source of the Timber through to delivery of the final product.

(ii) The Company reserves the right at any time during the execution of the Contract and for a period of 6 years from final delivery of any Timber under the Contract to require the Supplier to produce the evidence required for the Company's inspection within 14 days of the Company's written request.

2 Ethical Sourcing

2.1 The Company is committed to ensuring that workers employed in its supply chains throughout the world are treated fairly, humanely and equitably. In the course of complying with this Contract, the Supplier shall comply with and shall procure that its Sub-Contractors (as applicable) comply with those principles of the Ethical Trading Initiative (ETI) Base Code as are detailed in Appendix 1 (ETI Base Code) to this Schedule 16, or an equivalent code of conduct approved by the Company, (the "Ethical Sourcing Principles") in relation to the provision of the Services.

2.2 As at the Commencement Date, the Supplier shall be registered with an ethical supplier database, such as SEDEX (Supplier Ethical Data Exchange). The Supplier agrees that for the duration of this Contract, it shall permit and enable the Company to have access to the information relating to the Supplier that subsists in such ethical supplier database.

2.3 During the course of this Contract, the Company has the right to request the Supplier to carry out one or more audits using a reputable auditor to verify whether the Supplier is complying with the Ethical Sourcing Principles. The identity of the auditor is to be approved by the Company, such approval not to be unreasonably

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withheld or delayed. The costs of the audit shall be borne by the Company.

- 2.4 During the course of this Contract, if the Company has reasonable cause to believe that the Supplier is not complying with any of the Ethical Sourcing Principles, then the Company shall notify the Supplier and the Parties shall agree an action plan with appropriate timeframes for compliance by the Supplier (the "Action Plan"), such Action Plan to be agreed by the Parties by no later than 5 Working Days from the date of the Company notifying the Supplier that remedial action is required or such other period as the Parties may otherwise agree in writing. The costs of the creation and implementation of the Action Plan shall be borne by the Supplier.
- 2.5 Following the agreement of the Action Plan, the Company reserves the right to conduct one or more audits, (either itself or via a third-party auditor approved by the Company) in relation to compliance by the Supplier with the Action Plan.
- 2.6 For the avoidance of doubt, the rights of audit contained in this Schedule 16 shall include without limitation the right of the Company (or a Company-approved auditor) acting reasonably to undertake physical inspections of relevant sites/factories, to conduct interviews with relevant personnel and to inspect relevant documents. The Supplier shall co-operate and shall procure that its Sub-Contractors (as applicable) co-operate with the Company in relation to all aspects of any audit.

3. Supplier Diversity

3.2 **Strategic Equality and Diversity Plan**

- (a) For the duration of this Contract, the Supplier shall comply with the Agreed Strategic Equality and Diversity Plan and shall procure that each of its Sub-Contractors adopts and implements a strategic equality and diversity plan in respect of their respective employees engaged in the performance of the Contract which is at least as extensive in scope as that agreed with the Company and set out in the Agreed Strategic Equality and Diversity Plan.
- (b) For the purposes of this paragraph 3, the expression "Agreed Strategic Equality and Diversity Plan" means the strategic equality and diversity plan to be provided by the Supplier to the Company and as negotiated and agreed between the parties and attached to the Contract as a new Schedule headed "Agreed Strategic Equality and Diversity Plan".
- (c) Where a Sub-Contractor has, pursuant to paragraph 3.2(a) or otherwise, adopted a strategic equality and diversity plan, the Supplier shall procure that each of its Sub-Contractors provides a copy of its strategic equality and diversity plan (and any amendments thereto) to the Company or its nominee as soon as reasonably practicable.

3.3 **Diversity Training**

- (a) For the duration of this Contract, the Supplier shall comply with the "Agreed Training Plan" in relation to all of its employees engaged in the performance of the Contract. For the purposes of this paragraph 3, the expression "Agreed Training Plan" means the diversity training plan to be provided by the Supplier to the Company and as negotiated and agreed between the parties and attached to the Contract as a new Schedule headed "Agreed Training Plan". The Supplier shall procure that each of its Sub-Contractors adopts and

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implements a diversity training plan in respect of their respective employees engaged in the performance of the Contract which is at least as extensive in scope as the Agreed Training Plan.

- (b) Where a Sub-Contractor has, pursuant to paragraph 3.4(a) or otherwise, adopted a diversity training plan, the Supplier shall procure that each of its Sub-Contractors provides a copy of its diversity training plan (and any amendments thereto) to the Company or its nominee as soon as reasonably practicable.

3.4 Supplier Diversity

- (a) For the duration of this Contract the Supplier shall at all times comply with the "Agreed Supplier Diversity Plan". For the purposes of this paragraph 3, the expression "Agreed Supplier Diversity Plan" means the supplier diversity plan to be provided by the Supplier to the Company and as negotiated and agreed between the parties and attached to the Contract as a new Schedule headed "Supplier Diversity Plan". The Supplier shall procure that each of its Sub-Contractors adopts and implements a supplier diversity plan in relation to the performance of this Contract which is at least as extensive as the Agreed Supplier Diversity Plan.
- (b) Where a Sub-Contractor has, pursuant to paragraph 3.4(a) or otherwise, adopted a supplier diversity plan, the Supplier shall procure that each of its Sub-Contractors provides a copy of its supplier diversity plan (and any amendments thereto) to the Company or its nominee as soon as reasonably practicable.

3.5 Communications Plan

For the duration of this Contract and in all dealings with the Local Community, the Supplier shall comply with the Agreed Communications Plan. For the purposes of this paragraph 3, the expression "Agreed Communications Plan" means the communications plan to be provided by the Supplier to the Company and as negotiated and agreed between the parties and attached to the Contract as a new Schedule headed "Agreed Communication Plan" and the expression "Local Community" means those areas of London affected by the Services from time to time.

3.6 Monitoring and Reporting

- (a) Subject to paragraph 3.6(c), the Supplier shall use reasonable endeavours to provide the Company on the date of this Contract and subsequently every 12 months from the date of this Contract or such other frequency as the Company may reasonably request with an annual report on performance and compliance with the equality and diversity provisions as set out in paragraphs 3.2 to 3.5 of this Schedule 16. The annual report should set out:
 - (i) the performance of the Supplier over the past 12 months in relation to the Agreed Strategic Equality and Diversity Plan, the Agreed Training Plan, the Agreed Supplier Diversity Plan and the Agreed Communications Plan and/or the action plan submitted for the previous 12 months in accordance with paragraph 3.6(a)(iv);
 - (ii) the proportion of the Supplier's employees engaged in the

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performance of the Contract and, to the extent reasonably possible, the employees of the Sub-Contractors engaged pursuant to the terms of the relevant sub-contracts in the performance of the Contract who are:

- (1) female;
 - (2) of non-white British origin or who classify themselves as being non-white British;
 - (3) from the Local Community; or
 - (4) disabled;
 - (iii) the proportion of the Supplier's Sub-Contractors that are SMEs and/or BAMEs and/or other suppliers from other under-represented or protected groups; and
 - (iv) a plan of action for the forthcoming 12 months showing what the Supplier plans to do to continue delivery of the equality and supplier diversity objectives.
- (b) For the purposes of this paragraph 3.6, the meaning of SME and BAME is as set out in Appendix 3 (TfL Supplier Diversity Definitions) to this Schedule 16.
- (c) The Supplier shall ensure at all times that it complies with the requirements of the Data Protection Act 1998 (as may be amended) in the collection and reporting of the information to the Company pursuant to paragraph 3.6(a).

3.7 Equality and Diversity Infractions

- (a) If the Supplier or any of its Sub-Contractors commits an Equality and Diversity Infraction, the Company shall be entitled (but not obliged) to act as follows:
- (i) if an Equality and Diversity Infraction is committed by the Supplier then the Company may serve written notice upon the Supplier identifying in reasonable detail the nature of the Equality and Diversity Infraction, and the Supplier shall cease committing and remedy, at its own cost, the Equality and Diversity Infraction, within 30 days of receipt of such notice (or such longer period as may be specified in the notice); or
 - (ii) if the Equality and Diversity Infraction is committed by a Sub-Contractor of the Supplier, the Company may serve written notice upon the Supplier identifying in reasonable detail the nature of the Equality and Diversity Infraction, and the Supplier shall procure that the Sub-Contractor ceases committing and remedies, at its own cost, the Equality and Diversity Infraction within 30 days of receipt by the Supplier of such notice (or such longer period as may be specified in the notice). If the Supplier fails to procure the remedy of the Equality and Diversity Infraction, the Company may serve a further written notice upon the Supplier and within 30 days of receipt of such further notice (or such longer period as may be specified in the notice), the Supplier shall terminate, at its own cost, the relevant contract with its

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Sub-Contractor and procure performance of the affected works or services by another person which also complies with the obligations specified in paragraphs 3.2 to 3.5 of this Schedule 16.

- (b) It shall be a fundamental term and condition of the Contract that the Supplier complies with its obligations under paragraphs 3.7(a)(i) to 3.7(a)(ii). Where, following receipt of a notice given pursuant to paragraphs 3.7(a)(i) to 3.7(a)(ii) the Supplier fails to remedy an Equality and Diversity Infraction to the satisfaction of the Company or in the case of paragraph 3.7(a)(ii) fails to terminate the contract with a defaulting Sub-Contractor and procure performance by another person on the terms specified in paragraph 3.7(a)(ii) the Supplier will be in breach of the Contract and the Company shall be entitled (but not obliged) to terminate the Contract, without further notice to the Supplier, in accordance with Clause 44 of the Contract.
- (c) For the purposes of this paragraph 3.7, "Equality and Diversity Infraction" means any breach by the Supplier of its obligations specified in paragraphs 3.2 to 3.5 of this Schedule 16 and/or any failure by a Sub-Contractor to adopt and implement a strategic equality and diversity plan, a diversity training plan and/or a supplier diversity plan as described in paragraphs 3.2 to 3.5 of this Schedule 16.

3.8 Equality and Diversity Audit

- (a) The Company or its nominee may from time to time undertake any audit or check of any and all information regarding the Supplier's compliance with paragraphs 3.2 to 3.5 of this Schedule 16.
- (b) The Company's rights pursuant to this paragraph 3.8 shall include any and all documents and records of the Supplier and its Sub-Contractors and shall include the Documentation.
- (c) The Supplier shall maintain and retain the Documentation for a minimum of six years from the termination or expiry of the Contract with respect to all matters in respect of the performance of and compliance with paragraphs 3.2 to 3.5 of this Schedule 16. The Supplier shall procure that each of its Sub-Contractors shall maintain and retain the Documentation for a minimum of six years from the termination or expiry of the Contract with respect to all matters in respect of the performance of and compliance with paragraphs 3.2 to 3.4 of this Schedule 16. The Supplier shall procure that each sub-contract between it and its Sub-Contractors shall contain rights of audit in favour of and enforceable by the Company substantially equivalent to those granted by the Supplier pursuant to paragraph 3.8(a).
- (d) The Company shall use reasonable endeavours to co-ordinate its audits and to manage the number, scope, timing and method of undertaking audits so as to ensure that the Supplier and each Sub-Contractor is not, without due cause, disrupted or delayed in the performance of its obligations under the Contract and/or relevant sub-contract (as the case may be).
- (e) The Supplier shall promptly provide, and procure that its Sub-Contractors promptly provide all reasonable co-operation in relation to any audit or check including, to the extent reasonably possible in each particular circumstance:

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- (i) granting or procuring the grant of access to any premises used in the Supplier's performance of the Contract or in the relevant Sub-Contractor's performance of its sub-contract, whether the Supplier's own premises or otherwise;
 - (ii) granting or procuring the grant of access to any equipment (including all computer hardware and software and databases) used (whether exclusively or non-exclusively) in the performance of the Supplier's or the relevant Sub-Contractor's obligations specified in paragraphs 3.2 3.4 of this Schedule 16, wherever situated and whether the Supplier's own equipment or otherwise; and
 - (iii) complying with the Company's reasonable requests for access to senior personnel engaged in the Supplier's performance of the Contract or the relevant Sub-Contractor's performance of its sub-contract.
- (f) For the purposes of this paragraph 3.8, the expression "Documentation" means all information relating to the Supplier's performance of and compliance with paragraphs 3.2 to 3.5 of this Schedule 16 and the adoption and implementation of a strategic equality and diversity plan, an equality and diversity training plan and a supplier diversity plan by each Sub-Contractor of the Supplier.

Appendix 1: The ETI Base Code

The following terms shall be defined as follows when used within this Appendix 1:

- “Child”** means any person less than 15 years of age unless local minimum age law stipulates a higher age for work or mandatory schooling, in which case the higher age shall apply. If however, local minimum age law is set at 14 years of age in accordance with developing country exceptions under International Labour Organisation (**“ILO”**) Convention No. 11, the lower will apply.
- “Young person”** means any worker over the age of a child as defined above and under the age of 18.
- “Child labour”** means any work by a child or young person younger than the age(s) specified in the above definitions, which does not comply with the provisions of the relevant ILO standards, and any work that is likely to be hazardous or to interfere with the child's or young person's education, or to be harmful to the child's or young person's health or physical, mental, spiritual, moral or social development.

1.1 EMPLOYMENT IS FREELY CHOSEN

- 1.1.1 There is no forced, bonded or involuntary prison labour.
- 1.1.2 Workers are not required to lodge "deposits" or their identity papers with their employer and are free to leave their employer after reasonable notice.

1.2 FREEDOM OF ASSOCIATION AND THE RIGHT TO COLLECTIVE BARGAINING ARE RESPECTED

- 1.2.1 Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively.
- 1.2.2 The employer adopts an open attitude towards the activities of trade unions and their organisational activities.
- 1.2.3 Workers representatives are not discriminated against and have access to carry out their representative functions in the workplace.
- 1.2.4 Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.

1.3 WORKING CONDITIONS ARE SAFE AND HYGIENIC

- 1.3.1 A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health

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arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment.

- 1.3.2 Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers.
- 1.3.3 Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.
- 1.3.4 Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.
- 1.3.5 The company observing the code shall assign responsibility for health and safety to a senior management representative.

1.4 CHILD LABOUR SHALL NOT BE USED

- 1.4.1 There shall be no new recruitment of child labour.
- 1.4.2 Companies shall develop or participate in and contribute to policies and programmes which provide for the transition of any child found to be performing child labour to enable her or him to attend and remain in quality education until no longer a child.
- 1.4.3 Children and young persons under 18 shall not be employed at night or in hazardous conditions.
- 1.4.4 These policies and procedures shall conform to the provisions of the relevant ILO standards.

1.5 LIVING WAGES ARE PAID

- 1.5.1 Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. In any event wages should always be enough to meet basic needs and to provide some discretionary income.
- 1.5.2 All workers shall be provided with written and understandable information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid.
- 1.5.3 Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. All disciplinary measures should be recorded.

1.6 WORKING HOURS ARE NOT EXCESSIVE

- 1.6.1 Working hours comply with at least UK national laws and benchmark industry standards, whichever affords greater protection.
- 1.6.2 In any event, workers shall not on a regular basis be required to work in excess of 48 hours per week and shall be provided with at least one day off for every 7 day period on average. Overtime shall be voluntary, shall not exceed 12 hours per week, shall not be demanded on a regular basis and shall always be compensated at a premium rate.

1.7 NO DISCRIMINATION IS PRACTISED

- 1.7.1 There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

1.8 REGULAR EMPLOYMENT IS PROVIDED

- 1.8.1 To every extent possible work performed must be on the basis of recognised employment relationship established through national law and practice.
- 1.8.2 Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, sub- contracting, or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

1.9 NO HARSH OR INHUMANE TREATMENT IS ALLOWED

- 1.9.1 Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

Note on the Provisions of this Code

The provisions of this code constitute minimum and not maximum standards, and this code should not be used to prevent companies from exceeding these standards. Companies applying this code are expected to comply with national and other applicable law and, where the provisions of law and this Base Code address the same subject, to apply that provision which affords the greater protection.

Appendix 2: Timber Standards

Timber Standards

Appendix 2

Aim of KPI :

Implement the Mayor's Green Procurement Code

Implement the GLA Sustainable Timber Policy

Implement TfL environmental objective: Reduce resource consumption and improve green procurement

Reporting period	
Date	
Completed by	
Title	

Desired Outcome	Service Performance Indicator	Quantity (KG)	Value (£)	% of good represented	Reporting Frequency	objective	2007	2008	2009	2010	2011
Reduce resource consumption and improve green procurement (TfL Env' KPI)	Timber complies with Sustainable Timber definition and obligations as per Contract.				Quarterly, with Annual report.	Increase/maintain % of sustainable timber supplied					
Reduce resource consumption and improve green procurement (TfL Env' KPI)	Timber does NOT comply with Sustainable Timber definition and obligations as per Contract				Quarterly, with Annual report.	Reduce amount of Non Sustainable Timber procured.					

Appendix 3: TfL Supplier Diversity Definitions

TfL Supplier Diversity Definitions

Issue Date: February 2010

Effective: February 2010

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1. Document Outline

1.1 Background

Encouraging a diverse base of supplier forms a part of the GLA Group Responsible Procurement Policy. The TfL Supplier Diversity Definitions ensure consistency across Supplier Diversity activities across TfL. These definitions form a basis for the TfL Supplier Diversity Policy and act as a basis for alignment in the measurement of diverse suppliers.

1.2 Version Control

Version Date	Author	Notes
26 February 2010	C Cottam	Turnover/Balance Sheet Amendment
02 February 2009	C Cottam	SME definition update
31 January 2008	J Gall	Ownership categorisation
8 th May 2006	J Gall	EU definitions
19 th October 2005	J Gall	Updates/clarifications

2. Diverse Suppliers

For the purposes of TfL's Procurement Supplier Diversity Programme, "**Diverse Suppliers**" comprise the following four subsets:

- 2.1 Small and Medium Enterprises (SMEs)
- 2.2 Black, Asian and Minority Ethnic (BAME) businesses
- 2.3 Suppliers from other under-represented or protected groups
- 2.4 Suppliers demonstrating a diverse workforce composition

The more detailed explanations of the four above subsets are given in the sections below.

3. **Small and Medium Enterprises (SMEs)**

3.1 A **Small Enterprise**⁵ is a business which has both the following:

- i) 0-49 Full Time Equivalent employees¹;

AND EITHER

- ii) Turnover² per annum of no more than £5.6 million net (or £6.72 million gross); in the last financial year;
OR

- iii) Balance sheet total⁴ of no more than £2.8 million net (£3.36 million gross).

3.2 A **Medium Enterprise**⁵ is a business which has both the following:

- i) 50-249 Full Time Equivalent employees¹;

AND EITHER

- ii) Turnover² per annum of no more than £22.8 million net (or £27.36 million gross) in the last financial year;
OR

- iii) Balance sheet total⁴ of no more than £11.4 million net (or £13.68 million gross).

3.3 A **Large Enterprise**⁵ is a business which has both the following:

- i) 250 and over Full Time Equivalent employees¹;

AND EITHER

- ii) Turnover² per annum over £22.8 million net (or £27.36 million gross) in the last financial year;
OR

- iii) Balance sheet total⁴ of over £11.4 million net (or £13.68 gross).

¹ Full Time equivalent employees is defined in Section 7.1

² Turnover is defined in Section 7.3

⁴ Balance Sheet Total is defined in Section 7.5

⁵ Further explanation is outlined in Section 7.7 (Definition of Size) & 7.8 (Ownership Categorisation)

4. **Black, Asian and Minority Ethnic (BAME) owned businesses**

A Black, Asian and Minority Ethnic (BAME) owned business is a business which is 51% or more owned by members of one or more Black, Asian or Minority ethnic groups.

Minority ethnic groups are all people including those who have classified themselves as members of ethnic groups other than 'White British'.

The minority ethnic classification groups used by TfL for monitoring purposes are:

<u>Ethnic group</u>	<u>Racial origin</u>
White	Irish Any other White background
Mixed	White & Black Caribbean White & Black African White & Asian Any other Mixed background
Asian or Asian British	Indian Pakistani Bangladeshi Any other Asian background
Black or Black British	Caribbean African Any other Black background
Chinese or other Ethnic Group	Chinese Any other Ethnic Group

5. Suppliers from other under-represented groups or protected groups

5.1 A Supplier from an under-represented group is one which is 51% or more owned by members of one or more of the following groups (where not covered by previous definitions):

5.1.1 Women (gender)

5.1.2 Disabled people with physical and sensory impairments, learning difficulties and mental health requirements;

5.1.3 Lesbians, Gay men, Bisexual and Transgender people (sexual orientation); and

5.1.4 Older people (aged 60 or over), young people (aged 24 or under) (age)

5.2 A Supplier from a protected group is one which is 51% or more owned by members of a group for which protection is provided by anti-discriminatory legislation and which is not already covered by the above (such as religious, faith or belief groups, or alternatively, ownership by a social enterprise or a voluntary/community organisation).

6. Suppliers demonstrating a diverse workforce composition

This relates to Full Time Equivalent employees in the supplier's workforce who may be from one or more minority ethnic groups, and/or under-represented groups and/or protected groups as listed in II and III above.

7. Other Definitions & Information

7.1 Full-Time Equivalent Employees

Where employee numbers are used, these refer to Full-Time Equivalents (FTEs) expressed in **Annual Work Units** (see below). Staff headcount should include full-time, part-time and seasonal staff and includes the following:

- Employees
- Persons working for the enterprise being subordinated to it and considered to be employees under national law
- Owner managers
- Partners engaged in regular activity in the enterprise and benefiting from financial advantages from the enterprise.

Full-time workers are expressed as hours worked per week. TfL refer to standard UK hours of work as full time workers – i.e. those who work 35 hours a week and 52 weeks a year (including annual leave).

7.2 Annual Work Units

Refer to anyone who worked, over the past year, full-time within your enterprise, or on its behalf, during the entire reference year counts as one unit. You treat part-time staff, seasonal workers and those who did not work the full year as fractions of one unit.

7.3 Turnover

Turnover is in line with that defined in the Companies Act 1985:

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The amounts derived from the provision of goods and services falling within the company's ordinary activities, after deduction of:

- i) trade discounts
- ii) value added tax

Please refer to Section 7.8 regarding ownership categorisation to understand how to interpret ownership, where an enterprise is part of a parent organisation.

7.4 Financial Year

Financial Year relates to 1st April – 31st March or any other 12 month period as defined by the company.

All data must be relating to the last approved accounting period and calculated on an annual basis. In the case of newly-established enterprises whose accounts have not yet been approved, the data to apply shall be derived from a reliable estimate made in the course of the financial year.

7.5 Balance Sheet Total

The annual balance sheet total refers to the value of your company's main assets.

7.6 Ownership

Individual or those in named control holding capital or voting rights - either through private or shared ownership - of any given business entity.

7.7 Definition of Size

Where headcount and turnover and/or balance sheet conditions apply to different size definitions, headcount acts as the more predominant aspect, in defining size.

An organisation does not need to satisfy both turnover and balance sheet total, only one of the conditions and may exceed one of them without losing its status. This is illustrated by an organisation which has 30 employees, a turnover of £12 million and a balance sheet total of £10 million. The number of employees figure would class the organisation as a small organisation, however the turnover and balance sheet total define the organisation as medium. In this case, the headcount would be used to define the classification of the organisation. This organisation would be classed as a small organisation.

To illustrate this, the following scenarios have been mapped for the different characteristics of supplier diversity definitions (based on information from the Department for Trade & Industry (*now Department for Business Enterprise & Regulatory Reform*)):

		Turnover/Balance Sheet Total		
		£5.6m net(up to)/ £2.8m net (up to)	£22.8m net(up to/incl.)/ £11.4m net (up to/incl.)	£22.8m net(over)/ £11.4m net (over)
Employees	0-49	✓	Employees more predominant	Employees more predominant
	50-249	Employees more predominant	✓	Employees more predominant
	250+	Employees more predominant	Employees more predominant	✓

7.8 Ownership Categorisation

EU Commission Definition on Enterprise Ownership Categorisation

The European Commission's Guidance published in 2005 "The New SME Definition: User Guide and Model Declaration"⁶, outlines parameters for defining an organisation's ownership categorisation and whether an organisation is autonomous, partner or linked.

7.8.1 Autonomous

This is the most common category of ownership.

An organisation is autonomous if:

- It is totally independent, i.e. there is no participation in other enterprises and no enterprise has a participation.
- It has a holding of less than 25% of the capital or voting rights (whichever is the higher) in one or more other enterprises and/or outsiders do not have a stake of 25% or more of the capital or voting rights (whichever is the higher) in your enterprise.

If an organisation is autonomous, it means that it is not a partner or linked to another enterprise

7.8.2 Partner

An enterprise is a partner enterprise if:

- It has a holding equal to or greater than 25%, of the capital or voting rights in another enterprise and/or another enterprise has a holding equal to or greater than 25% in the other.

It is not linked to another enterprise. This means, among other things, that voting rights in the other enterprise (or vice versa) do not exceed 50%.

7.8.3 Linked

Enterprises formed as a **group** through the direct or indirect control of the majority of voting rights. An enterprise owned by another or through the ability to exercise a **dominant influence** on another enterprise.

Two or more enterprises are linked when they have any of the following relationships:
-One enterprise holds a majority of the shareholders' or members' voting rights in another.

-One enterprise is entitled to appoint or remove a majority of the administrative, management or supervisory body of another.

-A contract between the enterprises, or a provision in the memorandum or articles of association of one of the enterprises, enables one to exercise a dominant influence over the other.

-One enterprise is able, by agreement, to exercise sole control over a majority of shareholders' or members' voting rights in another.

⁶Refer directly to the EU Commission Definitions for more guidance:
http://ec.europa.eu/enterprise/enterprise_policy/sme_definition/sme_user_guide.pdf

SCHEDULE 17: STRATEGIC LABOUR NEEDS AND TRAINING

1 Introduction

1.1 Without prejudice to the other provisions in this Contract relating to Supplier Personnel, this Schedule sets out the Supplier's obligations in respect of:

- (A) supporting the TfL Group (and Third Parties nominated by the TfL Group) in the implementation of the Skills and Employment Strategy; and
- (B) ensuring that the Supplier attracts, develops and retains Supplier Personnel with the skills necessary to deliver the Services, throughout the Term.

1.2 In this Schedule, the following terms shall have the corresponding meanings:

"Apprentice" means a member of Supplier Personnel who is registered as an apprentice or technician with an industry recognised body;

"Agreed Plan" **SLNT** means the Supplier's strategic labour needs and training plan set out at Appendix 3 (Initial/Agreed SLNT Plan) to this Schedule, to be prepared in accordance with the SLNT Plan Template and approved by the Company;

"Initial Plan" **SLNT** means the initial strategic labour needs and training plan set out at Appendix 3 (Initial/Agreed SLNT Plan), submitted by the Supplier prior to the Services Commencement Date and to be agreed between the Parties in accordance with paragraph 2 of this Schedule;

"Monthly Monitoring Report" **SLNT** means the report to be prepared by the Supplier in the form set out at Appendix 5 (*Monthly SLNT Monitoring Report Template*) and submitted to the Company in accordance with the provisions of paragraph 5 of this Schedule;

"Relevant Employment Vacancy" means an employment vacancy within the Supplier's organisation for a member of Supplier Personnel;

"Skills and Employment Strategy" **and** means the TfL Group's ten (10) year skills and employment strategy, as amended from time to time. A copy of the current Skills and Employment Strategy is provided at Appendix 1 (Skills and Employment Strategy) to this Schedule;

"SLNT ordinator" **Co-** has the meaning set out in paragraph 3.1 of this Schedule;

"SLNT Infraction" means any breach by the Supplier of any of its obligations under this Schedule;

"SLNT Output" means the minimum number of Apprentice positions or equivalent to be delivered by the Supplier (either

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directly through its own personnel and the personnel of its Sub-Contractors) under this Contract, as identified and agreed in the Agreed SLNT Plan;

“SLNT Plan Template” means the template for the SLNT Plan set out at Appendix 2 (SLNT Plan Template) to this Schedule, to be completed by the Supplier; and

“Trainee” means a member of Supplier Personnel who is registered as a trainee with an industry recognised body.

2) **Agreed SLNT Plan and Implementation Plan**

2.1 Based on the Initial SLNT Plan, the Supplier shall:

- (A) further develop the Initial SLNT Plan to reflect the comments and requirements of the Company;
- (B) submit a revised copy of the Initial SLNT Plan to the Company for approval within twenty (20) Working Days from the Services Commencement Date; and
- (C) provide an Implementation Plan as contained in Appendix 4 (Implementation Plan) of this Schedule 17 based on the revised copy of the Initial SLNT Plan within forty (40) Working Days from the Services Commencement Date.

2.2 If the Initial SLNT Plan is:

- (A) approved, it shall be adopted immediately and become the Agreed SLNT Plan; or
- (B) not approved, the Supplier shall amend the Initial SLNT Plan and re-submit it to the Company for approval within the time period agreed in writing between the Parties. If the Company does not approve the Initial SLNT Plan following its resubmission, the matters preventing such approval shall be resolved in accordance with Clause 65.

2.3 Without limiting any other provision of this Contract, the Supplier shall:

- (A) comply with provisions of the Agreed SLNT Plan and the Implementation Plan; and
- (B) at no additional cost to the Company and subject to the provisions of paragraph 2.4 below, review and amend the Agreed SLNT Plan and Implementation Plan every twelve (12) Months following the Services Commencement Date or at other times requested by the Company, to reflect:
 - (1) Good Industry Practice;
 - (2) any changes to the nature of the Services and updates to the Asset Management System; and
 - (3) any amendments proposed by the Company.

2.4 Any changes or amendments to the Agreed SLNT Plan shall be subject to the

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provisions of Clause 15 and shall not be implemented until approved in writing by the Company.

3 SLNT Co-ordinator

3.1 Within twenty (20) Working Days of the Services Commencement Date, the Supplier shall nominate a member of Supplier Personnel with the necessary skills and authority to:

- (A) be responsible for the implementation and on-going development and maintenance of the Agreed SLNT Plan; and
- (B) act as the single point of contact between Company nominated personnel on all matters concerning the Agreed SLNT Plan,

(the “**SLNT Co-ordinator**”).

3.2 The Parties shall add the SLNT Co-ordinator to the list of Key Personnel set out in Schedule 19 (Key Personnel).

4 Community Relations

4.1 The Supplier acknowledges and accepts that members of the TfL Group work closely with third party organisations to implement the Skills and Employment Strategy.

4.2 Accordingly, the Supplier shall:

- (A) at the time of placing an advertisement for a Relevant Employment Vacancy, notify the relevant member of Company personnel (and/or any third parties nominated by the TfL Group) of such advertisement, providing details of the:
 - (1) Relevant Employment Vacancy;
 - (2) date of the advertisement; and
 - (3) publication in which the advertisement is scheduled to appear or appeared (as applicable); and
- (B) attend a minimum of two (2) events each year, at a time and location specified by the Company, to publicise employment and training opportunities arising from the provision of the Services.

5 Monitoring and Reporting

5.1 Subject to paragraph 5.2 below, the Supplier shall provide the Company with a Monthly SLNT Monitoring Report from 01 August 2017 and on the first day of each month thereafter, detailing the Supplier’s performance against the Agreed SLNT Plan.

5.2 Failure to provide the Company with a copy of the Monthly SLNT Monitoring Report within the timescales set out in paragraph 5.1 above shall constitute a failure for the purposes of paragraph 4 of Schedule 12 (Performance Measurement).

5.3 The Supplier shall ensure at all times that it complies with the requirements of the Data Protection Act 1998 (as may be amended) in the:

- (A) development and maintenance of Training Plans; and

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- (B) collection and reporting of the information to the Company pursuant to paragraph 5.1 above.

6 SLNT Infractions

Failure to:

- (A) ensure that each SLNT Output for the monitoring period is delivered in accordance with Agreed SLNT Plan; and/or
- (B) review the Agreed SLNT Plan in accordance with paragraph 2.3 of this Schedule 17 (Strategic Labour Needs and Training),

shall constitute a failure for the purposes of paragraph 4 of Schedule 12 (Performance Measurement).

7 SLNT Audit

- 7.1 The Company may from time to time undertake any audit or check of any and all information regarding the Supplier's compliance the provisions of this Schedule 17.
- 7.2 The Supplier shall maintain and retain records relating to the Agreed SLNT Plan and its compliance with the provisions of this Schedule 17 for a minimum of seven (7) years.
- 7.3 The Company shall use reasonable endeavours to co-ordinate such audits and to manage the number, scope, timing and method of undertaking audits so as to ensure that the Supplier is not, without due cause, disrupted or delayed in the performance of the Supplier's obligations under this Contract.
- 7.4 The Supplier shall promptly provide all reasonable co-operation in relation to any audit or check including, to the extent reasonably possible in each particular circumstance:
 - (A) granting or procuring the grant of access to any:
 - (1) premises used in the Supplier's performance of this Contract, whether the Supplier's own premises or otherwise;
 - (2) equipment (including all computer hardware and software and databases) used (whether exclusively or non-exclusively) in the performance of the Supplier's obligations under this Schedule 17, wherever situated and whether the Supplier's own equipment or otherwise; and
 - (B) complying with TfL's reasonable requests for access to senior personnel engaged in the Supplier's performance of this Contract.

APPENDIX 1 TO SCHEDULE 17

Skills and Employment Strategy

A copy of the Skills and Employment Strategy can be obtained from:

<https://www.tfl.gov.uk/cdn/static/cms/documents/skills-and-employment-strategy.pdf>

APPENDIX 2 TO SCHEDULE 17

SLNT Plan Template

Title – SLNT Activity Breakdown

Please complete the following table outlining how you intend to meet your SLNT commitments.

Table 1:

SLNT Activity Breakdown

SLNT Activity Area	Priority Output	Year 1	Year 2	Year 3	Year 4	Totals	Cross Check		
							SLNT Value	SLNT Totals	
Apprenticeships									
- Apprentices Job Start (FTE)	Y					0	1	0	
- Workless Apprentices Job Start (FTE)	Y					0	1	0	
- Apprentice Start (Existing Staff)	Y					0	1	0	
Worklessness									
- Workless Job Starts (FTE)						0	1	0	
- Workless Graduate Job Start (FTE)						0	1	0	
Educational/Career Support									
- Placement Positions (Days)						0	20	0	
- School Engagement (Days)						0	20	0	
Job Creation									
- Job Start (non-workless) (FTE)						0	1	0	
				Total SLNT Activity					0
				Priority Activities					0

Please detail any information or assumptions relevant to the above outputs you have indicated as meeting your SLNT requirements:

Additional Information/ Assumptions (max 250 words)

Content:

Strategic Labour Needs and Training Method Statement

Title: Delivery Against TfL Priorities

Referring to the SLNT Activity Breakdown outlined in Table 1, please describe the activities you will undertake in each of the SLNT areas. This should include further detail for each of the areas detailed below:

- The qualifications and training programmes you have identified;
- Named staff resource you will be deploying to support the activity;
- External funding streams you have identified to support the activity;
- Assumptions made in preparing proposed activities;
- Any input you require from TfL to undertake these activities.

Any areas where you are not proposing to undertake activity should be left blank.

You may use up to [250] words in each of the following boxes.

Apprentice Job Start

Content:

Workless Apprentice Job Start

Content:

Apprentice Start (Existing Staff)

Content:

Workless Job Start

Content:

Workless Graduate Job Start

Content:

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Placement Positions

Content:

School Engagement

Content:

Job Start (non-workless)

Content:

APPENDIX 3 TO SCHEDULE 17

Initial/Agreed SLNT Plan

CQ17 – People - Strategic Labour Needs and Training (SLNT) Requirements

Question:

Provide responses to the specific SLNT tender questions detailed in Appendix 15 to this ITT (SLNT Explanation and Response Requirements). Please complete the SLNT Activity Breakdown Table and the SLNT Method Statement.

Strategic Labour Needs and Training Activity Breakdown

1. Please provide clarification on your workless apprentice activity and explain how you will ensure you target and attract young people from workless backgrounds or which partners or organisations you will seek to engage with to ensure your forecast is met. There are no details of previous success in this area - please confirm.

Title – SLNT Activity Breakdown

Please complete the following table outlining how you intend to meet your SLNT commitments.

Table 1:

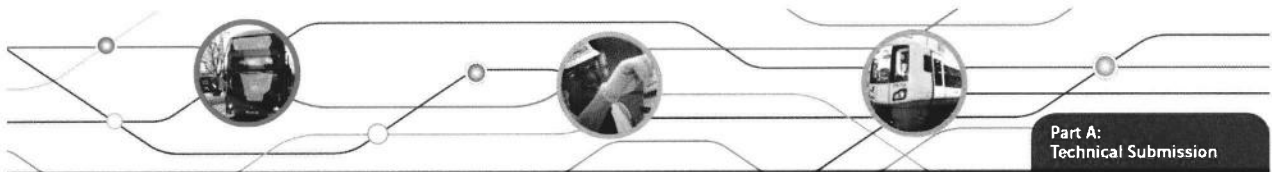
SLNT Activity Breakdown

SLNT Activity Area	Priority Output	Year 1	Year 2	Year 3	Year 4	Totals	Cross Check		
							SLNT Value	SLNT Totals	
Apprenticeships									
-Apprentices Job Start (FTE)	Y	2	2	1	1	6	1	6	
-Workless Apprentices Job Start (FTE)	Y	1	1	1	1	4	1	4	
-Apprentice Start (Existing Staff)	Y	2	2	2	1	7	1	7	
Worklessness									
-Workless Job Starts (FTE)				1		1	1	1	
-Workless Graduate Job Start (FTE)		1	1	1	1	4	1	4	
Educational Career Support									
-Placement Positions (Days)		15	15	15	15	60	20	3	
- School Engagement (Days)		5	5	5	5	20	20	1	
Job Creation									
-Job Start (non-workless) (FTE)		1				1	1	1	
				Total SLNT Activity					27
				Priority Activities					17

Please detail any information or assumptions relevant to the above outputs you have indicated as meeting your SLNT requirements:

Additional Information/ Assumptions (max 250 words)

Content: The numbers above are the minimum we would look to undertake as part of the awarded package. These numbers may increase, depending on the Apprenticeship Levy and Digital Apprenticeship Service being launched in April 2017. Should this be the case, there may be an



opportunity for more apprenticeship opportunities within the contract for both new starters and existing staff we wish to upskill.

In addition, the SLNT Coordinator, [REDACTED], will take up her Enterprise Coordinator role as part of the Local Enterprise Partnership (LEP) in September. As the role evolves, there may be an opportunity to undertake some educational/ career support activities, supported by those working directly on the contract.

Strategic Labour Needs and Training Method Statement

Title: Delivery Against TfL Priorities

Referring to the SLNT Activity Breakdown outlined in Table 1, please describe the activities you will undertake in each of the SLNT areas. This should include further detail for each of the areas detailed below:

- The qualifications and training programmes you have identified;
- Named staff resource you will be deploying to support the activity;
- External funding streams you have identified to support the activity;
- Assumptions made in preparing proposed activities;
- Any input you require from TfL to undertake these activities.

Any areas where you are not proposing to undertake activity should be left blank.
You may use up to [250] words in each of the following boxes.

Apprentice Job Start

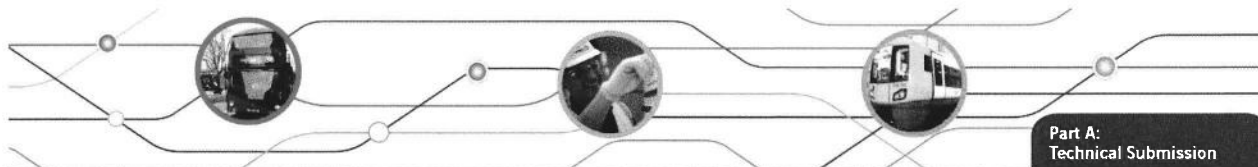
Content: We would seek to employ apprentices in the following disciplines:

- Plumbing
- Electrical Maintenance
- Business and Administration

Each apprentice would work and study in line with the appropriate Apprenticeship Standards as set out by the Skills Funding Agency.

[REDACTED], the SLNT Coordinator, will facilitate the recruitment of these apprentices alongside the managers of the teams they will be working with. Once recruited, a learning plan will be put in place in agreement with the apprentice to ensure experience is gained in line with the academic requirements of the apprenticeship. Reviews of this training plan will take place with the Apprentice, SLNT Coordinator and Manager at 6-monthly intervals, to track progress and performance in line with this plan.

To maximise the funding streams available, the Apprenticeship vacancies will be advertised via the National Apprenticeship Service. From April 2017, we should also be able to take advantage of the Digital Apprenticeship Service to gain the best rates from training providers to deliver the Apprenticeship training for us, assuming the Government Apprenticeship Levy plans go ahead.



In [REDACTED] is due to take up her role as Enterprise Coordinator for local schools as part of the Local Enterprise Partnership (LEP) scheme. By working with local schools, local vacancies can be promoted to prospective candidates.

The skills and breadth of experience gained by these apprentices would depend on the ongoing and varied work provided by TfL on the contract.

Workless Apprentice Job Start

Content: Consideration for apprentices in the following fields would be made:

- Electrical Maintenance
- Mechanical and Electrical
- Plumbing

The roles will be recruited from a pool of candidates registered with a training provider and currently not in work, but seeking an Apprenticeship with a Company.

The apprentice would work in line with the relevant Apprenticeship Standard, as set out by the Skills Funding Agency. The experience gained on site would ensure they are able to follow their chosen pathway and complete the apprenticeship in a timely manner.

The apprenticeships would be advertised through the National Apprenticeship Service to take advantage of this provision, funded by the Government. The SLNT Coordinator, [REDACTED] would liaise with training providers to ensure the recruitment is targeted towards candidates living within the local vicinity and currently not working, and looking to take up an apprenticeship position. Once recruited, a learning plan will be put in place in agreement with the apprentice to ensure experience is gained in line with the academic requirements of the apprenticeship. Reviews of this training plan will take place with the Apprentice, SLNT Coordinator and Manager at 6-monthly intervals to track progress and performance in line with this plan.

In addition, each new apprentice would be assigned a mentor to guide them through their initial period with VINCI. This would allow them to quickly gain confidence in the work place, and transition smoothly into their new role.

The skills and breadth of experience gained by these apprentices would depend on the ongoing and varied work provided by TfL on the contract.

Apprentice Start (Existing Staff)

Content: We anticipate the introduction of the Apprenticeship Levy in April 2017. Vinci Facilities will be required to contribute towards the levy and therefore we would look to maximise the funding streams available to upskill our existing staff. We would use the Digital Apprenticeship Service to pay training providers and negotiate the best rates for training. In order to plan for this, we would undertake a skills gap analysis of all staff (to include current VINCI staff and those under TUPE arrangements) on award of the package of work, so we would require training records of individuals transferring to VINCI from TfL.