

TRAFFIC TECHNOLOGY CONTRACT (TTC)

BETWEEN

(1) TRANSPORT FOR LONDON

(2) YUNEX LIMITED

LOT 4 (NORTH AND CENTRAL)

VOLUME 3 of 5

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For and on behalf of Yunex Limited

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For and on behalf of Yunex Limited

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For and on behalf of Transport for London

Date

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23 MARCH 2023

TRAFFIC TECHNOLOGY CONTRACT (TTC)

LOT 4 (FOUR) – NORTH AND CENTRAL

SCHEDULE 7

Change Control and Contract Variation

Contents

1	Meanings.....	3
2	Principles	4
3	Significant Change Procedure	4
4	Minor Change Procedure	6
5	General	6
	ANNEX 1 – Change Control Notice	8
	ANNEX 2 - Minor Change Notice.....	9

1. **Meanings**

In this **Schedule 7**, the following words and expressions have the following meanings:

"Change"	any change to the Services (other than Instructed Capital Works), the Performance Measures and any other change that is stated in this Contract as being required to be made pursuant to the Change Control Procedure;
"Change Control Notice" or "CCN"	a notice in the form set out in Annex 1 to this Schedule 7 ;
"Minor Change"	any Change other than a Significant Change;
"Minor Change Notice"	a notice in the form set out in Annex 2 to this Schedule 7 ;
"Significant Change"	any of the following Changes: <ul style="list-style-type: none">(a) the introduction of new Services or Performance Measures;(b) material Changes to any Performance Measures;(c) material Changes to any of the Services;(d) any Changes that are likely to increase the operational, reputational or regulatory risk of the Authority;(e) the implementation of any material Changes in Applicable Law;(f) any material Changes to the Contractor's Solution; or(g) any Change with a financial impact equal to or greater than £25,000 (twenty five thousand pounds) over the Term of the Contract.

For the avoidance of doubt, the provisions of this **Schedule 7** will not apply to Instructed Capital Works which will be addressed in accordance with the Capital Works Conditions of Contract.

2. Principles

- 2.1 Both Parties will conduct all discussions relating to proposed Changes to this Contract in good faith.
- 2.2 The Contractor will use its reasonable endeavours to suggest Changes from time to time that would result in a benefit to the Authority, including Changes proposed pursuant to **Schedule 22 (Innovation and Improvement)**.
- 2.3 Until such time as a Change Control Notice (in the form of the pro-forma set out in **Annex 1 to this Schedule 7**) has been signed by both Parties, the Contractor will continue to fully perform its obligations in accordance with this Contract in all respects.
- 2.4 Any work undertaken in connection with any proposed Change to this Contract by the Contractor, the Contractor Personnel or any Sub-Contractors or agents (other than that which has previously been agreed as evidenced by a CCN in accordance with the provisions of **paragraph 2.3** above) will be undertaken entirely at the expense and liability of the Contractor.
- 2.5 Any discussions, negotiations or other communications which may take place between the Authority and the Contractor in connection with any proposed Change to this Contract, including but not limited to the submission of any written communications, prior to the signing by both Parties of the relevant CCN, will be without prejudice to the rights of either Party.

3. Significant Change Procedure

- 3.1 Should either Party wish to make a Significant Change to this Contract pursuant to the provisions of this **paragraph 3**, then the Commercial Manager for the Authority or the Contract Manager for the Contractor, will submit a brief written paper (the "**Proposed Change Paper**") to the other Party addressing, as a minimum, the following points:
 - a) the title of the proposed Change;
 - b) the originator and date of the proposal for the proposed Change;
 - c) the reason for the proposed Change;
 - d) full details of the proposed Change;
 - e) the price, if any, of the proposed Change (applicable to the Contractor only);
 - f) the value of any benefits, and the proposed share of those benefits between the Contractor and the Authority;
 - g) details of the likely impact, if any, of the proposed Change on other aspects of this Contract; and
 - h) any date by which a decision or response is critical.

- 3.2 Within 10 (ten) Business Days of the submission of a Proposed Change Paper (or such other period as may be agreed between the Parties) the Authority's Commercial Manager or the Contractor's Contract Manager (as appropriate) or their respective nominees will respond to the Proposed Change Paper in writing and, if appropriate, the Authority's Commercial Manager and the Contractor's Contract Manager or their nominees shall meet to discuss the Proposed Change Paper.
- 3.3 Discussion between the Parties following the submission of a Proposed Change Paper will result in either:
- a) agreement between the Parties on the Changes to be made to this Contract (including agreement on the date upon which the Changes are to take effect (the "**CCN Effective Date**")), such agreement to be expressed in the form of proposed revisions to the text of the relevant parts of this Contract; or
 - b) if agreement cannot be reached, no further action being taken on that Proposed Change Paper.
- 3.4 In respect of any Significant Change for which the Contractor has identified a benefit which can be shared between the Contractor and the Authority (pursuant to **paragraph 3.1f**) above), if the Parties cannot reach agreement on the relevant Proposed Change Paper, then either Party may refer the matter in writing to a director or chief executive (or equivalent) of each of the Parties ("**Senior Personnel**") for resolution. Within 7 (seven) Business Days of such a referral, the Senior Personnel of each of the Parties will meet and use reasonable endeavours to negotiate in good faith and to reach agreement on the matter.
- 3.5 A copy of any proposed Changes agreed between the Parties in accordance with **paragraph 3.3a**) above, accompanied by a completed pro-forma CCN, will constitute a written variation to this Contract. Each CCN shall be uniquely identified by a sequential number (referred to as a "**Variation Number**").
- 3.6 Two copies of each CCN will be signed by the Contractor's Contract Manager and submitted to the Authority in accordance with the provisions of (**Clause 58 – Notices and Communications**) not less than 10 (ten) Business Days (or such other period as may be agreed between the Parties) prior to the CCN Effective Date agreed in accordance with **paragraph 3.3a**) above.
- 3.7 Subject to the agreement reached in accordance with **paragraph 3.3a**) above remaining valid (and subject to the Authority's right to refuse to consent to a Change proposed by the Contractor at any point before the CCN is signed), the Authority will sign both copies of the CCN within 5 (five) Business Days (or such other period as may be agreed between the Parties) of receipt by the Authority. Following signature by the Authority, one copy of the signed CCN will be returned to the Contractor by the Authority.
- 3.8 A CCN signed by a representative from both Parties with appropriate delegated authority will constitute a variation to this Contract.

4. Minor Change Procedure

- 4.1 Either Party may propose a Minor Change by serving a written notice in the form set out in **Annex 2**.
- 4.2 The Contractor's Contract Manager and the Project Manager will be responsible for reviewing and agreeing Minor Changes. If either the Contractor's Contract Manager or the Project Manager, acting reasonably, believes that a Change has been wrongly categorised as a Minor Change it will notify the other in writing and the Minor Change will automatically be reclassified as a Significant Change. Either Party may issue a Proposed Change Paper in respect of a Change that has been reclassified as a Significant Change, following which the provisions of **paragraph 3** will apply.
- 4.3 A Minor Change will be considered agreed by both Parties once the Minor Change Notice requesting it has been authorised in writing by the Contract Managers of both Parties.
- 4.4 Each Party will use its reasonable endeavours to procure that its representative expedites the review and agreement of Minor Changes.
- 4.5 Neither Party will unreasonably withhold or delay its consent to the implementation of a Minor Change save that the Authority will not be required to agree to any Minor Change which the Authority believes may have a financial impact equal to or greater than £5,000 (five thousand pounds). Any such Change will be reclassified a Significant Change.
- 4.6 Within 5 (five) Business Days of agreement to a Minor Change the individual named in the Minor Change Notice as the originator will update any part of the Contract that is affected by the Minor Change and will provide the updated section (in hard or electronic format) to the other Party.
- 4.7 If the Parties fail to agree a Minor Change, either Party may serve a Proposed Change Paper in respect of that Minor Change and the relevant Minor Change will be reclassified as a Significant Change for that purpose.

5. General

- 5.1 The Contractor will not make any charge for investigating a proposed Change.
- 5.2 It will be the responsibility of the Party that issues the Proposed Change Paper or (as applicable) the relevant Minor Change proposal in respect of a Change to update any system, documentation or records as necessary to reflect an agreed Change as set out in the applicable CCN.
- 5.3 If any Change proposed by a Party is required to be implemented urgently in order:
 - a) to avoid non-compliance by the Authority with any Applicable Law;
 - b) to avoid or mitigate the effects of any fraud or other criminal activity;
 - c) to avoid material damage to the Authority's reputation;

- d) to avoid a material degradation to the performance of the Services and/or the Performance Measures;
- e) to ensure the security of the Authority's systems is maintained; or
- f) to mitigate any other risk that the Authority believes may have a material adverse effect,

each being an "**Urgent Change**", the Parties will follow the same procedure as for a Minor Change save that the Commercial Manager will be responsible for reviewing and agreeing any Urgent Changes on behalf of the Authority.

- 5.4 The Contractor shall calculate the price of the proposed Change in accordance with the provisions of **paragraph 5.5**.
- 5.5 To the extent that a Change affects the Services done or not yet done the change to the price for a Change is calculated:
 - 5.5.1 to the extent that the Change only affects the quantities of Services shown in the Price List, by multiplying the changed quantities of Services by the appropriate rates in **Schedule 5** or the Schedule of Capital Works Rates;
 - 5.5.2 to the extent that a Change does not only affect the quantities of Services shown in **Schedule 5** or the Schedule of Capital Works Rates:
 - 5.5.2.1 by using the appropriate rates and/or lump sums in the **Schedule 5** or the Schedule of Capital Works Rates;
 - 5.5.2.2 to the extent that there is no appropriate rate or lump sum in **Schedule 5** or the Schedule of Capital Works Rates, by using the rates or lump sums in **Schedule 5** or the Schedule of Capital Works Rates (as applicable) for Services of a similar character and executed under similar conditions to the proposed Change;
 - 5.5.2.3 to the extent that there is no rate or lump sum in **Schedule 5** or the Schedule of Capital Works Rates (as applicable) for Services of a similar character and executed under similar conditions to the proposed Change, by using rates included in the Contract Data.

ANNEX 1 – Change Control Notice

Contractor Name:	Contract Reference No:
Address:	Variation No:
Post Code:	Date:

Contract dated [] between (1) the Authority and (2) the Contractor relating to Automated Traffic Signals and related Services (the Contract).

Pursuant to **Clause 56** of the Contract, authority is given for the Contract to be varied as detailed below. The duplicate copy of this form will be signed by or on behalf of the Contractor and returned to the Authority's Commercial Manager as an acceptance by the Contractor of the variation shown below.

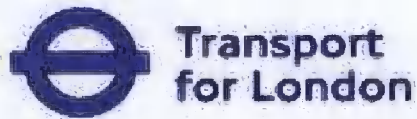
DETAILS OF VARIATION	AMOUNT (£)
Value of Contract before this Variation	
Reduced cost to the Authority	
Extra cost to the Authority	
TOTAL	

ACCEPTANCE BY THE CONTRACTOR	
Date	Signed
ACCEPTANCE BY THE AUTHORITY	
Date	Signed

ANNEX 2 - Minor Change Notice

Contract [] dated [] between (1) the Authority and (2) the Contractor relating to Automated Traffic Signals and related Services (the Contract).

Minor Change Number:	[UNIQUE ID NUMBER]
Originator:	[NAME OF INDIVIDUAL]
Originator's Organisation:	[CONTRACTOR/AUTHORITY]
Date of Notice:	
Proposed Minor Change:	[DESCRIBE CHANGE]
Reasons for Minor Change:	[DESCRIBE RATIONALE FOR CHANGE]
Impacts and risks of the Minor Change:	[DETAIL ALL RISKS AND IMPACTS LIKELY TO BE ASSOCIATED WITH THE MINOR CHANGE]
Cost of Minor Change	
Proposed Timetable:	[SUGGESTED TIMETABLE]
Acceptance Criteria:	[DETAIL ANY PROPOSED ACCEPTANCE CRITERIA]



TRAFFIC TECHNOLOGY CONTRACT (TTC)

LOT 4 (FOUR) – NORTH & CENTRAL

Schedule 8

Contract Management and Reporting

Contents

1.	Scope	3
2.	Contract management objectives	3
3.	Escalation	4
4.	Terms of reference for contract management	4
5.	Contract Manager	5
6.	Annual Review Panel	6
7.	Surface Tech Strategic Forum	7
8.	ST Maintenance Meeting	10
9.	Tech Contract Project Delivery Meeting	12
10.	Performance reporting	13
11.	Health and Safety Reporting	14
12.	Environmental Reporting	16
13.	Risk Management	16
14.	Partnering and Collaboration	17
1.	Explanatory Note	18
2.	Definitions:	18
3.	Partnering and Collaborative Working	18
4.	The Collaboration Manager	19
5.	Collaboration Group Meetings	19
6.	Annual Collaboration Meeting	19
7.	Joint Collaboration Meetings	20
8.	Collaboration Interest Groups	21
9.	Reporting on Collaboration Benefits	22

SCHEDULE 8

CONTRACT MANAGEMENT AND REPORTING

1. Scope

1.1 This **Schedule 8 (Contract Management and Reporting)** sets out:

- a) the contract management procedures; and
- b) the contract management meetings and reporting requirements,

which the Contractor will comply with (including for the purpose of promoting a successful working relationship in relation to the provision of and receipt of the Services).

1.2 The objective of this **Schedule 8 (Contract Management and Reporting)** is to ensure that a successful working relationship is maintained between the Parties that will enable the Authority to be kept informed and up to date in respect of and to monitor the Contractor's performance of the Services.

1.3 The contract management set out in this **Schedule 8 (Contract Management and Reporting)** is intended to support the Parties in achieving, amongst other things, the objectives set out in **paragraph 2.1** below.

1.4 For the avoidance of doubt, in the event an issue or Dispute in relation to the Services is referred to the contract management process set out in this **Schedule 8 (Contract Management and Reporting)**, such referral will not prejudice any other right of a Party or a Party's right to exercise or claim the benefit or any other remedy available to it pursuant to this Contract, including the implementation of Action Plans, the payment or liability for any Service Failure Points, and/or any rights of Termination or otherwise.

2. Contract management objectives

2.1 The contract management structure set out in this **Schedule 8 (Contract Management and Reporting)** is intended to support the Authority and the Contractor in achieving, amongst other things, the following principles:

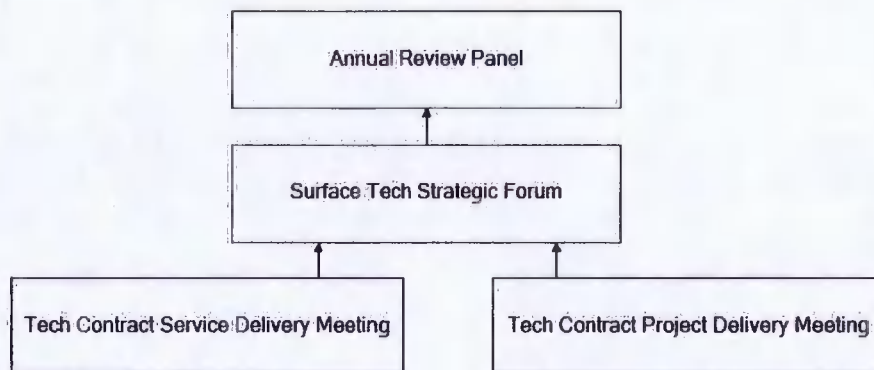
- a) the regular monitoring of the performance of the Services in order to ensure compliance with the terms of this Contract including **Schedule 4 (Service Level Agreement)**;
- b) the early identification of incidents, problems and issues in the performance of the Services and the Contractor's obligations so that they may be resolved in a prompt and, where the Authority's input is required, co-operative manner; and
- c) the discussion and resolution of incidents, issues and Disputes prior to further escalation in accordance with the Dispute Resolution Process.

3. **Escalation**

- 3.1 The Parties will escalate Disputes to (and between) the Contract Management Groups (as defined below) in accordance with the Dispute Resolution Process pursuant to **Clause 74** of this Contract.

4. **Terms of reference for contract management**

- 4.1 The following diagram provides an overview of the contract management structure for the purposes of this Contract, and such structure is further described below.



- 4.2 The Contractor and the Authority will form groups ("**Contract Management Groups**"), the purpose, objectives and method of operation of which will include, the:
- a) Annual Review Panel, as set out in **paragraph 6**;
 - b) Surface Tech Strategic Forum, as set out in **paragraph 7**;
 - c) Tech Contract Maintenance Meeting, as set out in **paragraph 8**; and
 - d) Tech Contract Project Delivery Meeting, as set out in **paragraph 9**.
- 4.3 Each Contract Management Group will be chaired by a representative from the Authority.
- 4.4 The Parties will ensure that their respective representatives at any meeting of any Contract Management Group have a sufficient level of seniority, responsibility, authority and availability to allow that Contract Management Group to carry out its business and purpose.
- 4.5 If a Contractor member of the Contract Management Group is unable to attend a meeting as set out in **paragraph 4.1** of this **Schedule 8 (Contract Management and Reporting)**, the Contractor shall ensure that such meeting is attended by a representative of the Contractor:
- a) who shall be an equivalent of, or more senior member of, the Contractor's Personnel than the absent member; and
 - b) whose identity has been communicated to, and agreed by, the Authority in writing prior to the meeting.

- 4.6 Meetings of any Contract Management Group will be validly convened with a quorum of at least one (1) representative from each Party who shall attend in person unless otherwise agreed in accordance with **paragraph 4.7**.
- 4.7 Any meeting of a Contract Management Group will be a meeting in person at a location determined by the Authority. Where an in person meeting is not possible, a Contract Management Group may take place by other means acceptable to the Authority, including via telephone, online video conferencing platforms or any other electronic means.
- 4.8 The decisions taken by, actions of and any failure to act by, the Contract Management Groups shall not in any way relieve the Contractor of any of its obligations under this Contract nor shall they constitute a Change or grounds for a Change Control Notice or make the Authority responsible for any additional cost or expense or create any liability on the Authority (unless expressly agreed in writing by the Authority at the time of, or subsequent to, such decision, action or failure to act).
- 4.9 The Contractor will promptly produce minutes of all meetings that it is required to attend and will submit the minutes to the Authority for comment and approval within ten (10) Business Days of the meeting taking place.
- 4.10 Where a decision of a Contract Management Group requires an amendment or variation to this Contract or any documentation referred to pursuant to this Contract, such decision of that Contract Management Group will not be deemed to be final and binding on the Parties unless and until this Contract or such other documentation as may be referred to under this Contract has been amended in accordance with the relevant Change Control Procedure.
- 4.11 The Authority may at any time call an extraordinary meeting of any Contract Management Group if it reasonably believes that such a meeting is required on providing a minimum of five (5) Business Days' notice to the Contractor. Each Party will use best endeavours to ensure that any extraordinary meeting of any Contract Management Group is quorate.
- 4.12 The forming of groups as outlined in **paragraph 4.2** will be undertaken and agreed between the Parties during the Mobilisation Period of this Contract and as reviewed and amended from time to time by the Authority.
- 4.13 Unless notified otherwise by the Authority:
- a) references to "required inputs" and "required outputs" shall be references to the "required inputs" and "required outputs" of the Contractor; and
 - b) the timings and locations of all meetings of the Contract Management Groups will be in accordance with the timings and locations specified below.

5. Contract Manager

- 5.1 In accordance with the provisions of **Clause 26 (Contractor Personnel)** and **Schedule 9 (Employees and Key Personnel)**, the Authority and the Contractor shall each nominate a Contract Manager, with the prime responsibility for:
- a) monitoring the Contractor's provision of the Services; and

b) the management of the Contract.

5.2 In the event that the Contactor's Contract Manager is absent from any Contract Management Group meeting, the Contractor will ensure that the Contract Manager role is fulfilled by a person:

- a) who is an equivalent of, or more senior member of, the Contractor's Personnel than the Contract Manager; and
- b) whose identity has been communicated to, and agreed by, Authority in writing prior to the meeting.

6. **Annual Review Panel**

6.1 The purpose of the Annual Review Panel is for the Parties to review the Contractor's activities over the preceding year and assess the strategic direction in achieving the objectives of the Contract. The details of Annual Meetings shall be in accordance with this **paragraph 6** (each such meeting being an "**Annual Meeting**"). The attendees will be as follows:

ATTENDEES	
Authority	Contractor
Project Manager Contract Manager Representatives from Commercial, Performance and Projects Delivery and Engineering Any other person as the Authority may deem appropriate from time to time (including any senior Personnel at the Authority)	Director (Signatory of the Contract or equivalent of, or more senior member) Contract Manager Such other persons as the Parties may agree or the Authority shall reasonably require from time to time

FREQUENCY AND LOCATION

Annual Meetings will take place on or around the date of each anniversary of the Contract Commencement Date (with the exact date to be agreed between the Parties) at the Authority's offices or at any alternative location agreed between the Parties prior to the meeting. Where agreed between the Parties, the Annual Meeting may be held virtually, including but not limited to by telephone, online video conferencing platforms or other electronic means.

ANNUAL MEETING KEY OBJECTIVES

General	The objectives of the Annual Meeting are to review: <ul style="list-style-type: none">1) health, safety and environment;2) the Contractor's Annual Report (as per paragraph 10.2
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	<p>Reporting);</p> <ol style="list-style-type: none"> 3) the Contractor's overall performance and key outcomes over the preceding year against the provision of Services set out in this Contract; 4) the Contractor's strategies and Action Plans for achieving the performance management regime in accordance with Schedule 4 (Service Level Agreement) set out in this Contract; 5) changes to the Equipment List and/or the Obsolescence List; 6) the Contractor's proposals for continuous improvement; 7) technological innovation; and 8) Responsible Procurement (including environmental report, social responsibilities, training plans and strategic labour needs report).
INPUTS AND OUTPUTS	
Required Inputs	<p>For each Annual Meeting, the Contractor will provide:</p> <ul style="list-style-type: none"> • an agenda approved by the Authority which meets the Annual Meeting objectives as set out above; • an update on actions from the previous Annual Meeting; • the latest Annual Report (which the Contractor will provide four (4) weeks in advance of the Annual Meeting); and • a list of all documents the Authority may need to review as agreed with the Contractor prior to each Annual Meeting requested by the Authority.
Required Outputs	<p>Where the Contractor is required to follow-up or undertake any actions resulting from the meeting, the Contractor will record all necessary notes and actions accordingly.</p>

7. **Surface Tech Strategic Forum**

- 7.1 The purpose of the Surface Tech Strategic Forum is for the Parties to review and monitor the ongoing performance of the Services, the Contractor's Obsolescence Lists and the Authority's Master Obsolescence List in accordance with the terms of this Contract. The Surface Tech Strategic Forum is also intended to provide a forum for collaboration with TTC Framework contractors, Third Party Suppliers and other Sub-Contractors who may be deemed appropriate by the Parties or reasonably necessary by the Authority. The Surface Tech Strategic Forum will occur in accordance with this **paragraph 7** (each such meeting being a "**Surface Tech Strategic Forum**"). The attendees will be as follows:

ATTENDEES	
Authority	Contractor
<p>Project Manager (Chair) or a designated representative</p> <p>Contract Manager or a designated representative</p> <p>Representatives from Commercial, Performance and Projects Delivery</p> <p>Any other person as the Authority may deem appropriate from time to time (including any senior Personnel at the Authority)</p>	<p>Contract Manager (Responsible for the overall Services)</p> <p>Such other persons as the Parties may agree or the Authority reasonably requires from time to time</p>
FREQUENCY AND LOCATION	
<p>The Surface Tech Strategic Forum will be held quarterly with effect from the Works Commencement Date.</p> <p>The Surface Tech Strategic Forum will take place at the Authority's offices or at any alternative location agreed between the Parties prior to the meeting. Where agreed between the Parties, the Surface Tech Strategic Forum may be held virtually, including but not limited to, by telephone, online video conferencing platforms or other electronic means.</p>	
SURFACE TECH STRATEGIC FORUM KEY OBJECTIVES	
General Agenda	<p>The objectives of the Surface Tech Strategic Forum are to review the following items (without limitation):</p> <ol style="list-style-type: none"> 1) health, safety and environment; 2) Quarterly Report (as per paragraph 10.3 Reporting); 3) Capital Works delivery (timeliness, quality); 4) total Capital Works allocation via direct Works Instruction; 5) the Contractor's resource capacity; 6) changes to the Equipment List, the Obsolescence List and/or the Master Obsolescence List; 7) Asset Register discrepancies and asset failure trend analysis; 8) continuous improvement initiatives; 9) the Authority's strategic objectives and the role of the Contract and the Contractor;

	<p>10) risks and controls in relation to the Services;</p> <p>11) commercial and proposed Contract Change aspects (if required);</p> <p>12) any relevant Action Plans;</p> <p>13) the Authority's strategy for managing and mitigating obsolescence of Installed Equipment across the Lot;</p> <p>14) the effect of the Authority's Modernisation programme;</p> <p>15) the number of Spares which the Contractor and the other contractors signed up to the TTC Framework have in stock at any of its premises, in particular where the number of a particular Spare has reached or fallen below the Minimum Spares Threshold;</p> <p>16) any Installed Equipment which is approaching obsolescence or end of life (including any Assembly and/or Sub-Assembly of Installed Equipment as well as Whole Units which may become Obsolescence Factor 3 before the next Surface Tech Strategic Forum); and</p> <p>17) any knowledge or information of the Equipment industry or the Services which may have an impact on the availability or otherwise or potential obsolescence of Spares or items of Equipment as shared by the Contractor and/or any of the other contractors signed up to the TTC Framework.</p> <p>18) As required by Schedule 22, the Contractor shall contribute to the content of the Innovation Strategic Roadmap and will be required to endorse its content at this meeting throughout the Term of the Contract.</p>
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INPUTS AND OUTPUTS	
Required Inputs	<p>For each Surface Tech Strategic Forum, the Contractor will provide:</p> <ul style="list-style-type: none"> • an update on actions from the previous Surface Tech Strategic Forum; • a report and/or status update on Action Plans (unless stated not to be required by the Authority); • information, reports and documents relating to the provision of the Services relevant for the areas of discussion at each Surface Tech Strategic Forum as outlined in the agenda for the relevant meeting; and • the Contractor's Obsolescence Lists.

Required Outputs	Where the Contractor is required to follow-up or undertake any actions resulting from the meeting, the Contractor will record all necessary notes and actions accordingly.
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8. **ST Maintenance Meeting**

- 8.1 The purpose of the ST Maintenance Meeting is for the Parties to review the Contractor's performance on Maintenance at regular intervals in accordance with the terms of this Contract. The Maintenance performance meeting will occur in accordance with this **paragraph 8** (each such meeting being a "**Maintenance Meeting**"). The attendees will be as follows:

ATTENDEES	
Authority	Contractor
Project Manager Contract Manager Any other person as the Authority may deem appropriate from time to time (including any senior Personnel at the Authority)	Contract Manager Such other persons as the Parties may agree or the Authority reasonably requires from time to time
FREQUENCY AND LOCATION	
<p>A Maintenance Meeting will be held at regular four (4) to six (6) week intervals with effect from the Works Commencement Date. The detailed schedule of meetings will be agreed between the Parties during the Mobilisation Period, and may be reviewed and amended from time to time by the Authority.</p> <p>The Maintenance Meeting will take place at the Authority's offices or at any alternative location agreed between the Parties prior to the meeting. Where agreed between the Parties, the Maintenance Meeting may be held virtually, including but not limited to, by telephone, online video conferencing platforms or other electronic means.</p>	
KEY OBJECTIVES	
General Agenda	<p>The objectives of the Maintenance Meeting are to review:</p> <ol style="list-style-type: none"> 1) health and safety; 2) delivery of Maintenance against the SLIs and SFPs in accordance with Schedule 4 (Service Level

	<p>Agreement);</p> <ol style="list-style-type: none"> 3) Availability (target versus actual); 4) financial issues; 5) Maintenance cycle and Fault and Problem trends; 6) accuracy and population of data inputted into the System(s) by the Contractor; 7) any staff changes and/or other event that may pose a threat to the Services; 8) compliance with and updates against Action Plans for Service improvements and remedies against SFPs; 9) Contract risk register; and 10) any existing Action Plans and, if necessary, agree new Action Plans or updates to current Action Plans for Service improvements and remedies against SFPs and any other service improvement the Authority may suggest time to time.
INPUTS AND OUTPUTS	
Required Inputs	<p>For each Maintenance Meeting, the Contractor will:</p> <ul style="list-style-type: none"> • provide the status of actions from the previous Maintenance Meeting; • report on remedy plans or proposals in response to an Action Plan (if required); and • at least five (5) Business Days before a Maintenance Meeting, provide to the Authority information, reports and documents relating to the provision of the Services relevant for the areas of discussion at a Maintenance Meeting, including relevant performance reports relating to Maintenance in the period since the previous Maintenance Meeting (such reports to be agreed within the Mobilisation Plan).
Required Outputs	<p>The Contractor will produce minutes of each Maintenance Meeting and submit them to the Authority for approval within ten (10) Business Days following the meeting.</p> <p>Where the Contractor is required to follow-up or undertake any actions resulting from the meeting, the Contractor will record all necessary notes and actions in writing and deliver those promptly to the Authority accordingly.</p>

9. **Tech Contract Project Delivery Meeting**

- 9.1 The purpose of the Tech Contract Project Delivery Meeting is for the Parties to review the Contractor's performance on Capital Works and assess the Reporting Period Value of Capital Works in accordance with the terms of this Contract. The Tech Contract Project Delivery Meeting will occur in accordance with this **paragraph 9** (each such meeting being a "**Project Delivery Meeting**"). The attendees will be as follows:

ATTENDEES	
Authority	Contractor
Project Manager Contract Manager Any other person as the Authority may deem appropriate from time to time (including any senior Personnel at the Authority)	Contract Manager Such other persons as the Parties may agree or the Authority reasonably requires from time to time

FREQUENCY AND LOCATION	
<p>A Project Delivery Meeting will be held at regular four (4) to six (6) week intervals with effect from the Works Commencement Date. The detailed schedule of meetings will be agreed between the Parties during the Mobilisation Period, and may be reviewed and amended from time to time by the Authority.</p> <p>The Project Delivery Meeting will take place at the Authority's offices or at any alternative location agreed between the Parties prior to the meeting. Where agreed between the Parties, the Project Delivery Meeting may be held virtually, including but not limited to telephone, online video conferencing platforms or other electronic means.</p>	
KEY OBJECTIVES	
General Agenda	<p>The objectives of the Project Delivery Meeting are to review:</p> <ol style="list-style-type: none"> 1) health and safety; 2) delivery of Capital Works against the SLIs and SFPs in accordance with Schedule 4 (Service Level Agreement); 3) financial issues; 4) the Reporting Period Value of Capital Works; 5) the Contractor's ongoing capacity for Capital Works; 6) compliance with Action Plans for Service improvements and remedies against SFPs; 7) agree Action Plans for Service improvements and

	<p>remedies against SFPs and any other Service improvement the Authority may suggest from time to time; and</p> <p>8) the Contractor's risk register.</p>
INPUTS AND OUTPUTS	
Required Inputs	<p>For each Project Delivery Meeting, the Contractor will provide:</p> <ul style="list-style-type: none"> the status of actions from the previous Project Delivery Meeting; a report detailing the Reporting Period Value of Capital Works for the relevant Reporting Period(s); a report on remedy plans or proposals in response to any relevant Action Plan (if required); and at least five (5) Business Days before a Project Delivery Meeting, provide to the Authority information, reports and documents relating to the provision of the Services relevant for the areas of discussion at a Project Delivery Meeting, including relevant performance reports relating to Capital Works in the period since the previous Project Delivery Meeting (such reports to be agreed within the Mobilisation Plan).
Required Outputs	<ul style="list-style-type: none"> The Contractor will produce minutes of each Project Delivery Meeting and submit them to the Authority for approval within ten (10) within Business Days following the meeting. The Authority will either approve the Contractor's Reporting Period Value of Capital Works for the relevant Reporting Period(s) or request further information to support the Contractor's Reporting Period Value of Capital Works for the relevant Reporting Period(s) or request that the Contractor amends the Reporting Period Value of Capital Works in line with the Authority's own assessment of the Reporting Period Value of Capital Works for the relevant Reporting Period(s). Where the Contractor is required to follow-up or undertake any actions resulting from the meeting, the Contractor will record all necessary notes and actions accordingly and promptly action them.

10. **Performance reporting**

- 10.1 The Contractor will comply with all reporting requirements set out in **Schedule 3 (Statement of Requirements)** and **Schedule 4 (Service Level Agreement)**.

10.2 The Contractor will submit to the Authority not less than five (5) Business Days before the Annual Meeting an annual report that provides an overview of the performance of the Services under this Contract including Installed Equipment over the previous twelve (12) months from the last Annual Meeting ("**Annual Report**"). The Annual Report will be reviewed at the Annual Meeting as outlined in **paragraph 6** of this **Schedule 8 (Contract Management and Reporting)**. The Contractor will ensure that the Annual Report includes the following information in relation to the previous twelve (12) months:

- a) a written report in accordance with the **Clause 5.9** of this Contract, which will identify any potential improvement to technology and/or processes to the Equipment or any other Services provided under this Contract;
- b) achievement against strategic direction and performance;
- c) performance against the Availability targets;
- d) overall performance against the Service Levels; and
- e) details of any Action Plans in place and progress against them.

10.3 The Contractor will submit to the Authority not less than five (5) Business Days before the Surface Tech Strategic Forum a Quarterly Progress Report that provides an overview of the Contractor's performance of the Services under this Contract including Installed Equipment over the previous quarter for review at the next quarterly Surface Tech Strategic Forum as outlined in **paragraph 7** of this **Schedule 8 (Contract Management and Reporting)**. The Quarterly Progress Report shall include, but not be limited to, the following information over the past three (3) Reporting Periods since the last Surface Tech Strategic Forum:

- a) performance against the Availability targets;
- b) Maintenance performance against the Service Levels;
- c) Capital Works performance against the Service Levels;
- d) potential improvements and/or developments that are proposed in relation to the Equipment and/or Services;
- e) performance against the Contract objectives; and
- f) details of any Action Plans in place.

10.4 The specific contents and format of all Reports identified in this **10** Schedule which the Contractor is required to provide to the Authority will be agreed between the Parties during the Mobilisation Period.

11. Health and Safety Reporting

11.1 The Contractor will submit a health and safety report to the Authority within 10 (fourteen) Business Days of the end of each Reporting Period on the appropriate form in use from time-to-time as supplied by the Authority. The report will provide details of:

- 1) all accidents and incidents affecting Contractor Personnel;
 - 2) the number of hours worked by the Contractor and its Sub-Contractors during the last Reporting Period;
 - 3) a corresponding list of Contractor Personnel working during the Reporting Period; and
 - 4) the cumulative number of hours worked by the Contractor and each Sub-Contractor since the Contract Commencement Date, categorised into management, site level supervision and operatives.
- 11.2 In the event that the Authority or any delegated officer identifies a safety hazard or witnesses unsafe working practices, it will have the authority to stop the associated works until this incident has been suitably resolved / mitigated by the Contractor.
- 11.3 The contractor shall report accidents, incidents & near miss events which occur during the contract via the clients required mechanisms within required timescales.
- 11.4 Notwithstanding paragraph 11.1 and subject to paragraphs 11.5 and 11.6, accidents and incidents reportable under The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR) involving the Contractor Personnel or members of the public injured as a result of the Contractor's provision of the Services will be notified to the relevant enforcing authority and authority as required under RIDDOR regulations as soon as reasonably practicable, and in any event within 24 (twenty-four) hours. All such incidents will be investigated by the Contractor with an interim report provided to the enforcing Authority as required under the RIDDOR regulations and also the Authority's Contract Manager within 10 (ten) Business Days of the incident. All RIDDOR incidents shall be investigated by the Contractor and a written report detailing the findings of the contractors forwarded to the Authority within 14 (fourteen) Business Days of the incident.
- 11.5 Where serious accidents occur, including Major injuries and Dangerous Occurrence (as defined in RIDDOR), these will be reported by the Contractor to the Authority immediately (by phone) and are subject to a thorough formal investigation by the Contractor. The Contractor will keep the Authority up-to-date throughout the investigation process and, if so required by the Authority, allow the Authority to take control of the investigation.
- 11.6 For incidents reportable under RIDDOR, Lost Time Injuries and Utility Strikes, the Contractor will, within fourteen (14) Days, submit a written report / investigation report detailing as a minimum the following:
- 1) description of the incident;
 - 2) immediate actions taken following the incident;
 - 3) immediate causes;
 - 4) root causes;
 - 5) actions taken to prevent a recurrence;
 - 6) skills, knowledge and experience of those involved – supervisors and operatives; and

- 7) details of plant/equipment used including calibration and maintenance.
- 11.7 For all other incidents, the Contractor will inform the Authority as soon as reasonably practicable, within two (2) Days of an incident occurring, submit an initial written report following an investigation and after twenty-eight (28) Business Days a full report detailing, as a minimum the same items listed in **paragraph 11.6 and 11.6** above.
- 11.8 All investigation reports required to be produced by the Contractor pursuant to this **paragraph 11** will be completed by the Contractor and will, amongst other things, set out root causes to a level of detail acceptable at the time to the Authority. Any comments on such reports provided by the Authority following its review will be promptly addressed by the Contractor and an updated report submitted if required.
- 11.9 Nothing in this **Schedule 8 (Contract Management and Reporting)** or this Contract supersedes or absolves the Contractor of its responsibility for statutory reporting of incidents/accidents.
- 11.10 The Contractor will submit a quarterly summary of RIDDOR reportable incidents and accidents that affect Contractor Personnel engaged in delivering the Services. The summary report will be presented in the form of incidents per 1,000,000 workforce hours and will be submitted by the Contractor to the Authority within 14 (fourteen) Business Days of the end of the Reporting Period at the end of each quarter.

12. **Environmental Reporting**

- 12.1 Environmental Reporting requirements are as per Schedule 25 of the Statement of Requirements

13. **Risk Management**

- 13.1 The Contractor will operate a formal risk management process which aligns with ISO31000:2018. The Contractor will:
- 1) identify and record its risks;
 - 2) use an industry-standard template to create a comprehensive risk register with all the key parameters fully populated;
 - 3) realistically assess the probability and impact of the risk and opportunities, including cost and schedule impact. The risk spend should be phased and profiled;
 - 4) identify appropriate mitigations for all risks and opportunities;
 - 5) periodically provide to the Authority the risk register, along with a risk report and the risk profiling/ phasing; and
 - 6) escalate all risks as appropriate (by impact, probability, proximity or a combination of these) in a timely manner to provide early visibility to the Authority and provide ample opportunity to intervene prior to the risk(s) materialising.
- 13.2 Where a risk is likely to result in a change to the Services, this will not absolve the Contractor of its obligations under this Contract but will be recorded in accordance

with the Change Control Procedure as set out in **Schedule 7 (Change Control Procedure)**.

14. **Partnering and Collaboration**

- 14.1 The Contractor will comply with the Partnering and Collaboration requirements set out in **Annex A** of this **Schedule 8 (Contract Management and Reporting)**.
- 14.2 The Collaboration Group(s) (as defined in **paragraph 2 of Annex A** to this **Schedule 8 (Contract Management and Reporting)**) will hold regular meetings ("**Collaboration Group Meetings**") (as further detailed in **paragraph 5 of Annex A**) which shall operate by consensus and the Collaboration Groups shall adhere to the Partnering and Collaborative principles set out in this **Schedule 8 (Contract Management and Reporting)**. The Parties will follow the Dispute Resolution Procedure to resolve any differences in the event that a consensus is not obtained.
- 14.3 For the avoidance of doubt, the Authority will use reasonable endeavours to combine Collaboration Group Meetings with other Contract Management Group meetings (as detailed in **paragraph 4.2**) in order to efficiently utilise the time of all parties involved.
- 14.4 Following the Collaboration Group Meetings the Parties may reasonably agree to implement any number of Initiatives (as defined in **paragraph 2 of Annex A**) to the provision of the Services. For the avoidance of doubt, any consequential material changes to the Services or this Contract arising from such Initiatives will be dealt with in accordance with **Schedule 7 (Change Control Procedure)**.

Annex A – Partnering and Collaboration Requirements

1. Explanatory Note

All references in this Annex to a “Partner” or to “Partnering” and “Collaboration” are intended to convey the style of collaborative working relationship that is based upon joint objectives and mutual benefit, which the Authority is seeking to achieve with the Contractor. All such references are strictly outside of the ambit of the Partnership Act 1890 and any other such legislation relating to legal partnerships or limited liability partnerships.

2. Definitions:

In this Annex, the following terms will have the following meanings:

“Collaboration Group” – means the Contractor, or any combination of contractors signed up to the TTC Framework, the Authority and the Stakeholders who agree to combine forces to undertake an Initiative to generate mutual benefits.

“Initiative” – means any collaboration or improvement initiative undertaken by Collaboration Groups, or by any individual Contractor or by the Authority.

“Participants” – means the Contractor(s), Stakeholder representative(s) and/or the Authority who are undertaking the Initiative.

3. Partnering and Collaborative Working

3.1 This section outlines the Authority’s proposals for the implementation of Partnering and Collaboration. The Authority is aiming to enter into a Partnering relationship based on collaborative team working within a performance driven environment that will provide sustained improvements in quality and efficiency.

3.2 Partnering and Collaboration will be practised throughout the Term through the development, demonstration and application of the following:

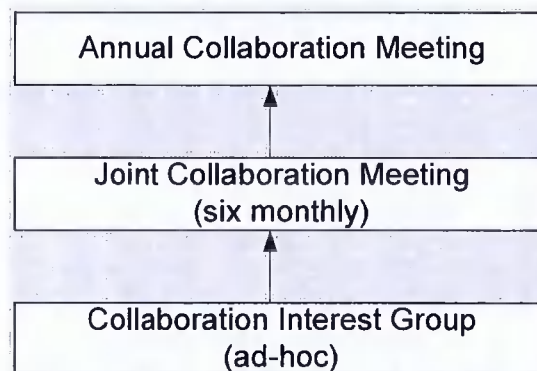
- a) integrated teams and processes;
- b) openness and honesty between all parties;
- c) non-adversarial relationships;
- d) collaborative team working;
- e) operating in a culture of ‘no blame’;
- f) focussing on a path of continuous improvement; and
- g) sharing of information and knowledge.

4. The Collaboration Manager

- 4.1 The Authority's Contract Manager will act as the Collaboration Manager for the Contract. The role of the Collaboration Manager is to:
- a) facilitate and co-ordinate Collaboration Group Meetings;
 - b) review action plans of Initiatives; and
 - c) publicise the benefits of Initiatives and development of Collaboration Benefits Reports (as defined in **paragraph 8** of this **Annex A**).

5. Collaboration Group Meetings

- 5.1 The following diagram provides an overview of the Collaboration Group Meeting structure for the purposes of this Contract, and such structure is further described below in **paragraphs 6 to 8** (inclusive) of this **Annex A**.



- 5.2 Collaboration Group Meetings will be held at the Authority's office or at any alternative location agreed between the Parties prior to the meeting. Where agreed between the Parties, the Collaboration Group Meetings may be held virtually, including but not limited to telephone, online video conferencing platforms or other electronic means.

6. Annual Collaboration Meeting

- 6.1 The Annual Collaboration Meeting shall occur in accordance with this **paragraph 6** of **Annex A** (each such meeting being a "**Annual Collaboration Meeting**").
- 6.2 The Annual Collaboration Meeting attendees will be made up of:
- a) Director(s) of the Authority;
 - b) Director (Signatory of the Contract or equivalent) from all contractors signed up to the TTC Framework;
 - c) Director (Signatory of other Authorities contracts that interface with the TTC Framework);
 - d) the Authority's Project Manager;
 - e) the Authority's Collaboration Manager; and

- f) those invited by mutual agreement of the Authority and the Contractor(s).

6.3 The objectives of the Annual Collaboration Meeting are to:

- a) ensure that a Joint Collaboration Meeting occurs at least twice in each Contract Year;
- b) give strategic direction;
- c) provide leadership, commitment and motivation for a successful collaborative approach and to create and maintain a proactive knowledge sharing culture between all parties; and
- d) promote innovative thinking and continuous improvement.

6.4 The outputs of the Annual Collaboration Meeting are to;

- a) set long-term strategic goals and/or targets for the Joint Collaboration Meeting forum; and
- b) review and, where applicable, implement action plans arising from Collaboration Group Meetings.

7. **Joint Collaboration Meetings**

7.1 The Joint Collaboration Meeting will be held twice each Contract Year. The Joint Collaboration Meetings will be held with all contractors signed up to the TTC Framework and the Authority, and will not be held individually between the Contractor and the Authority. The Joint Collaboration Meeting shall occur in accordance with this **paragraph 7 of Annex A** (each such meeting being a "**Joint Collaboration Meeting**").

7.2 The Joint Collaboration Meeting attendees will be made up of the Collaboration Manager and attendees of the Joint Core Group Meetings (as per **paragraph 7 of this Schedule 8 (Contract Management and Reporting)**).

7.3 The objectives of the Joint Collaboration Meetings are to:

- a) discuss how to achieve any targets set by the Annual Collaboration Meeting and establish Collaboration Interest Groups where appropriate;
- b) discuss matters relating to any area of the TTC Framework contracts which would benefit from greater collaboration between all parties;
- c) review the action plans of any Collaboration Interest Groups before they go to the Annual Collaboration Meeting; and
- d) report upwards to the Annual Collaboration Meeting on the progress against any targets and/or Initiatives by Collaboration Interest Groups.

7.4 The outputs of the Joint Collaboration Meetings are to;

- a) disseminate any targets on Collaboration and Innovation into actions for Collaboration Interest Groups;
- b) establish Collaboration Interest Groups; and
- c) provide feedback on action plans submitted by Collaboration Interest Groups.

8. **Collaboration Interest Groups**

8.1 The Collaboration Interest Groups will be held at such intervals as the Authority deems necessary, and will be attended by the Contractor, for the purposes of:

- a) health and safety incidents and investigations;
- b) achieving a stated Authority strategic objective;
- c) process improvements e.g. Lean Six Sigma reviews or similar;
- d) responding to third party technology changes,

or such other reasonable purposes determined by the Authority.

8.2 The Collaboration Interest Groups will be held across all contractors signed up to the TTC Framework and the Authority or separately between the Authority and each individual contractor signed up to the TTC Framework as the Authority shall determine. The Collaboration Interest Groups will meet in accordance with this **paragraph 8 of Annex A** (each such meeting being a "**Collaboration Interest Group**").

8.3 Collaboration Interest Groups may be made up of any combination of the following:

- a) the Authority's Collaboration Manager;
- b) Contract Managers from contractors signed up to the TCMS2 Framework;
- c) the Stakeholder Representative(s); and
- d) those invited by mutual agreement of the Authority and Contractor(s).

8.4 The objectives of Collaboration Interest Groups are to:

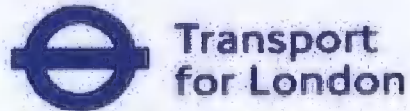
- a) develop the opportunities and goals set at the Annual Collaboration Meeting and Joint Collaboration Meeting into agreed Initiatives;
- b) share knowledge and best practice in response to the targets, strategic goals set at the Annual Collaboration Meeting;
- c) work together and agree action plans for implementing any Initiative(s); and
- d) understand and communicate progress for reporting to the Joint Collaboration Meeting against long-term strategic goals and targets.

8.5 The outputs of Collaboration Interest Groups are to:

- a) create action plans for implementing Initiative(s);
- b) agree criteria for success and measurement of expected benefits for the Initiative(s); and
- c) increase collaboration and innovation between all parties.

9. **Reporting on Collaboration Benefits**

- 9.1 A report will be produced by the Authority's Collaboration Manager based on the outcomes following the Collaboration Interest Group meetings to be presented to the Joint Collaboration Group Meeting ("**Collaboration Benefits Report**").
- 9.2 The final Collaboration Benefits Report will be produced no later than 10 (ten) days prior to an Annual Collaboration Meeting.
- 9.3 The Collaboration Benefits Report will include mutual benefits generated by Initiative(s).



TRAFFIC TECHNOLOGY CONTRACT (TTC)

LOT 4 (FOUR) – NORTH & CENTRAL

Schedule 9

Employees & Key Personnel

SCHEDULE 9

EMPLOYEES AND KEY PERSONNEL

DEFINITIONS

In this **Schedule 9**, the following words and expressions have the following meanings unless the context otherwise requires:

"Appropriate Pension Rights"	in respect of Transferring Protected Staff who were immediately before the Transfer of Provision Date members of (or eligible to become members of) the Current Contractor Scheme, means rights to pension benefits which the Authority's Actuary has certified prior to the Transfer of Provision Date as being broadly comparable to the benefits provided by the TfLPPF, the LGPS or the PCSPS (as applicable in respect of each individual member of the Transferring Protected Staff) at the Transfer of Provision Date
"Authority's Actuary"	means such firm or person appointed by the Authority for the purposes of this Schedule 9 or such other firm or person appointed by the Authority for the purposes of this Schedule 9
"Best Value Direction"	the Best Value Authorities Staff Transfers (Pensions) Direction 2007, as amended and supplemented from time to time
"Contractor's Personnel"	those employees, workers, officers, suppliers, subcontractors (including any Sub-Contractor) and agents of, or any other person engaged by, the Contractor or any Sub-Contractor (as applicable) who are engaged in the performance of any of the Services or part of the Services, including but not limited to the Key Personnel
"Contractor's Scheme"	the pension scheme or schemes nominated by the Contractor as the "Contractor's Scheme" for the purposes of compliance with the Contractor's obligations in respect of provision of Appropriate Pension Rights to

	Transferring Protected Staff in accordance with this Schedule 9
"Current Contractor(s)"	any provider or providers of services substantially similar to the Services (or any part of them) immediately before the Transfer Provision Date
"Current Contractor's Scheme"	the pension scheme or schemes provided to Transferring Protected Staff by the Current Contractor(s) in accordance with arrangements entered into between the Authority and the Current Contractor(s) pursuant to the Best Value Direction and/or Fair Deal
"Employment Costs"	all salaries, wages, commissions, bonuses, all statutory contributions, holiday pay (including payment for accrued but untaken holiday), sick pay, national insurance contributions, pension contributions made to or on behalf of an employee or worker, taxation (including all income tax deductible under PAYE, and any penalties, charges or interest) and all other emoluments)
"Employment Losses"	means all costs (including the costs of enforcement), losses, damages, liabilities (including without limitation any tax liability), injuries, claims, charges, awards, compensation, demands, proceedings and legal costs (on a full indemnity basis) (including without limitation any costs relating to settlement) and expenses including without limitation any fines, penalties, legal and other professional fees and expenses
"Fair Deal"	HM Treasury guidance 'A Fair Deal for Staff Pensions' (1999 and 2004), as appended to the Cabinet Office Statement of Practice on Staff Transfers (notwithstanding that this guidance was replaced by new guidance in October 2013)

"Final Staff List"	has the meaning set out in paragraph 3.4
"Further Transfer Date"	the date on which the Services (or any part of them) cease to be provided by the Contractor and start to be performed by the Authority or any Replacement Contractor (or its sub-contractor) and when (on the basis that TUPE applies) the transfer of the contracts of employment or engagement of the Re-Transferring Personnel (or part thereof) from the Contractor to the Authority and/or any Replacement Contractor (or its sub-contractor, as applicable) occurs or will occur
"Key Personnel"	means those of the Contractor's Personnel identified in the table at Appendix 2 to this Schedule 9
"LGPS"	The Local Government Pension Scheme for England and Wales
"Long-Term Sick Leave"	in respect of any member of staff, a period of continual absence from work due to illness (including because of any operation, hospital treatment, recuperation period or health condition) for a period of at least four consecutive weeks
"PCSPS"	The Principal Civil Service Pension Scheme
"Replacement Contractor"	means for the purposes of this Schedule 9 any replacement contractor(s) to the Authority of the Services (or any part of the Services), including in respect of any Contract Area, and any sub-contractor to such replacement supplier or provider
"Re-Transferring Personnel"	any Contractor's Personnel: <ul style="list-style-type: none"> • who are assigned (for the purposes of TUPE) to the relevant Services (or any part of them) immediately before the Further Transfer Date and whose contract of employment or engagement (or part thereof) will

transfer to the Authority and/or any Replacement Contractor (and/or its or their subcontractors, if applicable) pursuant to TUPE with effect from the Further Transfer Date; and/or

- who accepts an offer of employment or engagement from the Authority or a Replacement Contractor or its/their subcontractors (as appropriate), provided that the Contractor shall not be required to provide any information in relation to such an individual in breach of Data Protection Laws,

in each case upon the expiration or termination (in whole or in part) of this Contract, including in respect of a Contract Area, or the cessation of the provision of the Services (or of any part of the Services) by the Contractor, or the appointment of a Replacement Contractor

“TfL PF”

means the TfL Pension Fund (previously known as the LRT Pension Fund) as currently governed by the trust deed and rules scheduled to a deed of variation dated 19 December 2008 (as amended)

“Transfer of Provision”

means the transfer of the provision of the Services (or any part of the Services) from the Current Contractor(s) and/or any of its subcontractors or the Authority to the Contractor or any Sub-Contractor and without limitation the parties envisage that such a transfer will take place upon the Works Commencement Date

“Transfer of Provision Date”

means the date on which the Transfer of Provision occurs or will occur

“Transferring Protected Staff”

those Transferring Staff:

- (a) who were originally employees of the Authority,
- (b) who were members of (or eligible to become members of) the

TfLPG, the LGPS and/or the PCSPS as employees of the Authority,

(c) whose employment transferred from the Authority to the Current Contractor under TUPE; and

(d) who immediately before the Transfer of Provision Date will be entitled to broadly comparable benefits under the Current Contractor's Scheme,

the names of whom are to be provided by the Authority in accordance with the definition of "Transferring Staff" below

"Transferring Staff"

such employees of and/or other persons engaged by the Current Contractor(s) (and any of its or their sub-contractor(s)) who are assigned (for the purposes of TUPE) to the Services or any part of the Services immediately before the Transfer of Provision and whose contracts of employment or engagement (or part thereof) transfer, or will transfer, to the Contractor pursuant to TUPE

Other capitalised terms in this **Schedule 9** will have the meaning given to them under **Schedule 2** of this Contract.

1. KEY PERSONNEL

This **Schedule 9** sets out details of TUPE and Pensions provisions. Appendix 2 to this **Schedule 9** sets out the role and description of the Key Personnel that are assigned to this Contract.

The Contractor will ensure that:

- 1.1 in respect of each Key Personnel role there is at all times at least one other member of the Contractor's Personnel, in addition to the person holding that role, who understands and is capable of performing to the level required by this Contract for each of the Key Personnel roles and in the absence (whether temporary or otherwise and for any reason whatsoever) of the person who currently fulfils that Key Personnel role; and

- 1.2 without prejudice to **Clause 26**, the Contractor does not either change the role or responsibilities of any of the Key Personnel without the prior written consent of the Authority's Commercial Manager (to be given at the Authority's Commercial Manager's sole discretion) or remove any of the Key Personnel from their designated role for more than five (5) consecutive days without the prior written consent of the Authority's Commercial Manager (to be given at the Authority's Commercial Manager's sole discretion), except in each case where such of the Key Personnel is absent on sick leave or other statutory leave (such as maternity, shared parental, parental or adoption leave) or has ceased to be employed or engaged by the Contractor, and the Contractor agrees to and shall at all times use all reasonable endeavours to maintain continuity of each of the Key Personnel in their roles.

2. **TRANSFER OF EMPLOYEES TO CONTRACTOR**

- 2.1 It is understood and acknowledged by the Parties that TUPE applies to the Transfer of Provision and accordingly, pursuant to TUPE, the contracts of employment and/or engagement (or any relevant part thereof) between the Current Contractor(s) and any Transferring Staff (or between the Current Contractor(s)' subcontractor(s) and any Transferring Staff, if applicable) will have effect from the Transfer of Provision Date as if originally made between the Contractor (and/or its subcontractor(s)) and the Transferring Staff (except in relation to occupational pension scheme benefits excluded under Regulation 10 of TUPE which will be subject to the provisions of **paragraph 5**).

- 2.2 In respect of any Transferring Staff, the Parties agree that all Employment Costs (whether or not due for payment at the relevant date, and regardless of when such sums fall to be paid) will be apportioned on a time basis as follows:

2.2.1 up to 23:59 on the date immediately preceding the Transfer of Provision Date will be the responsibility of the Current Contractor(s) (and/or its/their sub-contractor(s)); and

2.2.2 from 00:00 on the Transfer of Provision Date and thereafter will be the responsibility of the Contractor (and/or its Sub-Contractor(s)) (to the extent that such Employment Costs relate to the Transferring Staff's contract of employment or engagement, or part thereof, that transfers to the Contractor (and/or its subcontractor(s)) relating to the period on and after the Transfer of Provision Date,

except that there will be no apportionment in respect of any Transferring Staff's holiday entitlement.

- 2.3 The Authority warrants to the Contractor that none of the Authority's employees are or will be wholly or mainly assigned to the provision of the Services as at the Transfer of Provision Date.
- 2.4 The Authority (on behalf of the Current Contractor(s)) will indemnify, keep indemnified and hold harmless the Contractor from and against all Employment Losses which the Contractor incurs or suffers arising out of or in connection with:
- 2.4.1 a failure by the Current Contractor(s) to perform and observe its obligations under or in connection with the contracts of employment of the Transferring Staff before the Transfer of Provision Date; and/or
 - 2.4.2 any failure by the Current Contractor(s) to comply with Regulation 13 of TUPE; and/or
 - 2.4.3 any act or omission by or on behalf of the Current Contractor(s) in respect of any person who is or was employed or engaged by it, except in the case of the Transferring Staff where the Authority's indemnity will only apply in respect of such Transferring Staff who are employees and insofar as and to the extent that any such act or omission occurred on or before the Transfer of Provision Date or was undertaken by, or on behalf or at the instruction of the Current Contractor(s); and/or
 - 2.4.4 any claim or demand or other action taken against the Contractor by any person employed or engaged by the Current Contractor(s) (other than Transferring Staff) who claims (whether correctly or not) that the Contractor has inherited any liability from the Current Contractor(s) in respect of such person by virtue of TUPE.
- 2.5 The Contractor (and/or its Sub-Contractors) will indemnify, keep indemnified and hold harmless the Authority and the Current Contractor(s) (and/or its or their sub-contractors) from and against all Employment Losses which the Authority and/or the Current Contractor(s) (and/or its or their subcontractors) incurs or suffers arising out of or in connection with:
- 2.5.1 any act or omission by or on behalf of the Contractor (and/or its Sub-Contractors) in respect of any person employed or engaged by it (and/or its Sub-Contractors) (including the Transferring Staff) on or after the Transfer of Provision Date; and/or
 - 2.5.2 any failure by the Contractor (and/or its Sub-Contractors) to comply with its or their obligations under TUPE; and/or
 - 2.5.3 any claim brought or other action taken by or on behalf of any Transferring Staff which arises from or in connection with (directly or indirectly) any act or omission and/or communication made to any such Transferring Staff before the Transfer of

Provision Date by, on behalf of and/or at the instruction of the Contractor (or its Sub-Contractors); and/or

- 2.5.4 the employment or engagement or termination of employment/engagement by the Contractor (or its Sub-Contractors) of any Transferring Staff (whether or not terminated by notice and, if so terminated, whenever that notice expires) on or after the Transfer of Provision Date; and/or
- 2.5.5 any actual, proposed or anticipated changes by the Contractor (and/or its Sub-Contractors) to the terms and conditions of employment or engagement or working conditions of any Transferring Staff which are or are alleged to be to the detriment of any of the Transferring Staff; and/or
- 2.5.6 any failure by the Contractor (and/or its Sub-Contractors) to comply with **paragraph 2.2.2**.

For the avoidance of doubt, the Contractor (and/or its Sub-Contractors) shall have full liability under this **paragraph 2.5** to the extent that it is held or alleged that: (a) the contract of employment or engagement of any of the Transferring Staff as at immediately prior to the Transfer of Provision Date does not transfer in its entirety to the Contractor (and/or its Sub-Contractors) and/or (b) liability for any such contract of employment or engagement of any such Transferring Staff does not transfer in its entirety to the Contractor (and/or its Sub-Contractors).

- 2.6 The Contractor (and/or its Sub-Contractors) has provided or will provide the Current Contractor(s) and, if requested, will confirm to the Authority that it has done so, as soon as practicable, but in any event in good time before the Transfer of Provision Date with all information which the Current Contractor(s) (and/or its sub-contractors) may reasonably require to enable it/them to comply with its/their information and consultation obligations under TUPE.
- 2.7 The Contractor warrants and undertakes to the Authority and the Current Contractor(s) (and/or its or their subcontractor(s)) that all information given to the Authority or the Current Contractor(s) (and/or its or their subcontractors) regarding any Transferring Staff and any measures it proposes to take in relation to them is and will be full and accurate in all respects.

3. **PROVISION OF INFORMATION**

- 3.1 The Contractor will promptly provide (and shall procure that its Sub-Contractors will promptly provide) when requested by the Authority (and in any case not more than fourteen (14) days after (i) the date of any notice to terminate this Contract (whether in whole or part) is given by either Party, including in respect of a Contract Area, for any reason whatsoever, or (ii) the date of any notice to the Contractor to cease provision of the Services, or any part of the Services) the following information to the Authority:

- 3.1.1 an anonymised or pseudonymised list of current Contractor's Personnel and any persons employed or engaged by its Sub-Contractors engaged in the provision of the Services or any part of the Services (each identified as such in the list) (the "**Staff List**");
- 3.1.2 such of the information specified in **Appendix 1** to this **Schedule 9** as is requested by the Authority in respect of each individual included on the Staff List;
- 3.1.3 written job descriptions of the persons listed on the Staff List;
- 3.1.4 all other information which the Contractor or its Sub-Contractor(s) knows or ought to know about its or their rights, powers, duties and liabilities under or in connection with the contracts of employment or engagement of the persons listed on the Staff List including without limitation their job titles, grades or seniority, dates of commencement of continuous employment, remuneration (salary and benefits), pension rights and any litigation (potential or otherwise); and
- 3.1.5 in the situation where notice to terminate this Contract or the provision of Services (or a part of this Contract or Services) has been given, including in respect of a Contract Area, an anonymised or pseudonymised list of all persons who are engaged or have been engaged during the preceding six months in the provision of the Services (or any part of it), whom the Contractor (and/or its Sub-Contractors) considers will not transfer under TUPE for any reason whatsoever together with details of their role and the reasons why the Contractor (and/or its Sub-Contractors) believes such persons will not transfer,

such information together being the "**Staffing Information**".

- 3.2 The Contractor will notify the Authority and the Replacement Contractor in as much detail as possible as soon as practicable and in any event within five (5) days of the Contractor (and/or its Sub-Contractors) becoming aware of any additional or new Staffing Information and/or any changes to any Staffing Information already provided.
- 3.3 The Contractor warrants to the Authority and any Replacement Contractor that any Staffing Information which it supplies and/or its Sub-Contractors supply (including any copies of it) is complete and accurate in all respects and will be kept complete and accurate.
- 3.4 Subject to **paragraph 3.5**, the Contractor will provide and will procure that its Sub-Contractors provide the Authority and any Replacement Contractor with a final Staff List (the "**Final Staff List**"), and which will be clearly designated as such, and Staffing Information relating to persons on that list not less than twenty-eight (28) days before the date of expiry or earlier termination of this Contract (or such relevant part of this Contract).

- 3.5 If this Contract is terminated by either Party in accordance with **Clause 32** (including in respect of a Contract Area) or if the Authority exercises its rights in accordance with **Clause 31** (including in respect of a Contract Area) then the Final Staff List will be provided by the Contractor (and/or its Sub-Contractors) to the Authority as soon as practicable and no later than fourteen (14) days after the date of termination of the Contract.
- 3.6 The Contractor warrants to the Authority and to any Replacement Contractor that as at the date of expiry or earlier termination of the Contract (or such relevant part of the Contract):
- 3.6.1 the Final Staff List and the Staffing Information relating to persons on that list will be complete and accurate;
 - 3.6.2 the Final Staff List will identify all actual and potential Re-Transferring Personnel; and
 - 3.6.3 it will have disclosed all terms and conditions of employment or engagement and other Staffing Information relating to the Re-Transferring Personnel to the Authority and any Replacement Contractor.
- 3.7 From the earlier of:
- 3.7.1 the date falling 6 calendar months before the date of expiry of this Contract; or
 - 3.7.2 if the Contract is terminated by either Party in accordance with **Clause 32** (including in respect of a Contract Area) or if the Authority exercises its rights in accordance with **Clause 31** (including in respect of a Contract Area), the date of the relevant notice termination notice; or
 - 3.7.3 if either Party refers a dispute to adjudication in accordance with **Clause 76.6**, the date of such referral,
- the Contractor will not and will procure that its Sub-Contractors will not without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed):
- 3.7.4 terminate or give notice to terminate the employment or engagement or replace the persons listed on the most recent Staff List and/or any Re-Transferring Personnel (save for any termination by reason of gross misconduct, provided that the Authority is informed promptly of any such termination);
 - 3.7.5 deploy or assign any other person to perform the Services who is not included on the most recent Staff List;
 - 3.7.6 make, propose or permit any changes to the terms and conditions of employment or engagement of any persons listed

on the most recent Staff List and/or any Re-Transferring Personnel;

3.7.7 increase to any significant degree the proportion of working time spent on the Services by any of the Contractor's Personnel; or

3.7.8 introduce any new contractual or customary practice (including for the avoidance of doubt any payments on termination of employment or engagement) applicable to any person listed on the most recent Staff List or any Re-Transferring Personnel.

3.8 The Contractor will and shall procure that any Sub-Contractor will promptly notify the Authority of any notice of resignation received from any person listed on the most recent Staff List or the Final Staff List (if any) during the period referred to in **paragraph 3.7** regardless of when such notice takes effect.

3.8.1 For the avoidance of doubt, the Contractor confirms that the Authority will be permitted to disclose any information provided to it under this **paragraph 3** in anonymised or pseudonymised form (where required by Data Protection Laws) to any person who has been invited to tender for the provision of the Services (or similar services) or any part of the Services and to any third party engaged by the Authority to review the delivery of the Services and to any Replacement Contractor.

4. **TRANSFER OF EMPLOYEES ON EXPIRY OR TERMINATION OR APPOINTMENT OF A REPLACEMENT CONTRACTOR**

4.1 If TUPE applies on the expiration or termination of this Contract (including in respect of a Contract Area) or the cessation of the Services (in each case whether in whole or in part) and/or a change in the Scope and/or the appointment of a Replacement Contractor, the following will apply:

4.1.1 The contracts of employment and/or engagement of each member of the Re-Transferring Personnel will have effect (except in relation to occupational pension scheme benefits excluded under Regulation 10 of TUPE which will be treated in accordance **paragraph 5** below) from the Further Transfer Date as if originally made between the Re-Transferring Personnel and the Authority or Replacement Contractor (as appropriate).

4.1.2 During the period commencing on the earlier of:

4.1.2.1 the date falling 6 calendar months before the Further Transfer Date; or

4.1.2.2 if the Contract is terminated by either Party in accordance with **Clause 32** (including in respect of a Contract Area) or if the Authority exercises its rights in accordance with **Clause 31** (including in respect of a

Contract Area), the date of the relevant notice or termination notice,

and ending on the Further Transfer Date (the "**Pre-Further Transfer Period**") the Contractor will:

- a) provide the Authority or Replacement Contractor (as appropriate) with access to such employment and personnel records as the Authority or Replacement Contractor (as appropriate) may reasonably require to put in place the administrative arrangements for the transfer of the contracts of employment and/or engagement of the Re-Transferring Personnel to the Authority or Replacement Contractor (as appropriate);
- b) allow the Authority or Replacement Contractor (as appropriate) to have copies of any of the documents referred to in **paragraph 4.1.2.2a**);
- c) provide all original employment and/or engagement records relating to the Re-Transferring Personnel to the Authority or Replacement Contractor (as appropriate) in accordance with Data Protection Laws;
- d) co-operate with the Authority and any Replacement Contractor (and any of its/their sub-contractors) in the orderly management of the transfer of employment or engagement of the Re-Transferring Personnel which may include;
- e) re-allocate the time spent on the Services (or such relevant part of the Services) by any person on the Staff List, in each case before the Further Transfer Date (so that they are or are not (as required by the Authority and/or following discussion with the Contractor) then Re-Transferring Personnel) provided that where the role of any such person would otherwise become fragmented between two (or more) employers on the Further Transfer Date and, in the reasonable opinion of the Authority or the Replacement Contractor, such fragmentation would not be practically workable for reasons that the Authority or the Replacement Contractor shall explain to the Contractor before the Further Transfer Date and/or would result, or would reasonably be considered to result in the worsening of working conditions of that person or adversely impact upon the protection afforded to that person by TUPE; and/or
- f) permit the Authority and/or Replacement Contractor upon reasonable request to consult with the Re-Transferring Personnel or their representatives before the Further Transfer Date in relation to measures connected to the transfer of their employment or engagement (or any part thereof).

4.1.3 If the Re-Transferring Personnel are employed or engaged by Sub-Contractors, the Contractor will procure such Sub-Contractors provide the Authority and/or Replacement

Contractor (as appropriate) with the same level of access, co-operation and information.

4.1.4 The Contractor warrants to each of the Authority and the Replacement Contractor (as applicable) that as at the Further Transfer Date no Re-Transferring Personnel (except where the Contractor has notified the Authority and the Replacement Contractor (if appointed) in writing to the contrary) to the Contractor's knowledge:

- 4.1.4.1 is under notice of termination;
- 4.1.4.2 is or is likely to be on Long-Term Sick Leave as at the Further Transfer Date;
- 4.1.4.3 is on maternity, shared parental, parental or adoption leave;
- 4.1.4.4 has committed any serious security breach or engaged in any serious fraudulent activity or misconduct amounting to a breach of any regulations;
- 4.1.4.5 is entitled or subject to any additional terms and conditions of employment and/or engagement other than those disclosed to the Authority or Replacement Contractor (as appropriate);
- 4.1.4.6 is or has been within the previous two years the subject of formal disciplinary proceedings;
- 4.1.4.7 has received a written warning (other than a warning that has lapsed);
- 4.1.4.8 has taken or been the subject of a grievance procedure within the previous two years; or
- 4.1.4.9 has objected, or has indicated an intention to object, in accordance with TUPE to his or her employment or engagement (or part thereof) transferring to the Authority or Replacement Contractor (as appropriate) under TUPE.

4.1.5 The Contractor undertakes to each of the Authority and any Replacement Contractor (as appropriate):

- 4.1.5.1 that it will (and will procure that its Sub-Contractors) continue to perform and observe all of its obligations and those of any of its predecessors under or in connection with the contracts of employment or engagement of the Re-Transferring Personnel and any collective agreements relating to the Re-Transferring Personnel up to the Further Transfer Date;

- 4.1.5.2 to pay to the Re-Transferring Personnel all Employment Costs and any other sums to which they are entitled from the Contractor and/or any Sub-Contractor up to the Further Transfer Date (regardless of when such sums fall due) including, without limitation, all wages and salaries, sick pay, maternity pay, shared parental leave pay, any liability to taxation, expenses, accrued bonus, commission and other sums payable in respect of any period up to the Further Transfer Date;
 - 4.1.5.3 to pay to the Authority or the Replacement Contractor (as appropriate) within seven (7) days of the Further Transfer Date any apportioned sum in respect of Employment Costs as set out in **paragraph 4.1.6**; and
 - 4.1.5.4 to comply (and to procure that its Sub-Contractors comply) in all respects with its information and consultation obligations under TUPE and to provide to the Authority or Replacement Contractor (as appropriate) such information as the Authority or Replacement Contractor may request in order to verify such compliance.
- 4.1.6 In respect of the Re-Transferring Personnel the Parties agree that all Employment Costs will be apportioned on a time basis (regardless of when such sums fall to be paid) as follows:
- 4.1.6.1 up to 23:59 on the date immediately preceding the Further Transfer Date the Contractor (and/or its Sub-Contractors) will be responsible for any Employment Costs;
 - 4.1.6.2 from 00:00 on the Further Transfer Date and thereafter the Authority and/or Replacement Contractor (as appropriate) will be responsible for the Employment Costs (to the extent that such Employment Costs relate to the Re-Transferring Personnel's contract of employment or engagement, or part thereof, that transfers to the Authority or Replacement Contractor),
- except that there will be no apportionment in respect of the Re-Transferring Personnel's holiday entitlements.
- 4.1.7 The Contractor will indemnify, keep indemnified and hold harmless each of the Authority and any Replacement Contractor (and/or its or their sub-contractor(s)) from and against all Employment Losses which the Authority and/or the Replacement Contractor (and/or its or their subcontractor(s)) (as appropriate) incurs or suffers arising directly or indirectly out of or in connection with:

- 4.1.7.1 any failure by the Contractor and/or its Sub-Contractors to comply with its obligations under this **paragraph 4.1**;
- 4.1.7.2 any act or omission (whether alleged or actual) by or on behalf of the Contractor (and/or any of its Sub-Contractors) in respect of any person who is or was employed or engaged by it, except in the case of the Re-Transferring Personnel where the Contractor's indemnity will only apply in respect of such employees or workers insofar as and to the extent that any such act or omission occurred on or before the Further Transfer Date or was undertaken by, on behalf or at the instruction of the Contractor or its Sub-Contractors;
- 4.1.7.3 any failure by the Contractor (and/or its Sub-Contractors) to comply with any of its/their obligations under TUPE (including Regulations 11 and 13 of TUPE) (except to the extent that such failure arises from a failure by the Authority or the Replacement Contractor to comply with Regulation 13(4) of TUPE); and/or
- 4.1.7.4 any claim or demand by HMRC or any other statutory authority in respect of any financial obligation including but not limited to PAYE and national insurance contributions in relation to any Re-Transferring Personnel to the extent that such claim or demand relates to the period from the Transfer of Provision to the Further Transfer Date;
- 4.1.7.5 any claim or demand or other action taken against the Authority and/or Replacement Contractor (and/or its or their subcontractors) by any person employed or engaged by the Contractor (or its Sub-Contractors) (other than Re-Transferring Personnel) who claims (whether correctly or not) that the Authority and/or Replacement Contractor (and/or its/their sub-contractors) has or should have inherited any liability from the Contractor (and/or its Sub-Contractors) in respect of any person by virtue of TUPE; and/or
- 4.1.7.6 any claim or demand or other action taken against the Authority and/or any Replacement Contractor (and/or its/their sub-contractors) by any Re-Transferring Personnel who continues to be employed or engaged in part by the Contractor (and/or its Sub-Contractors) after the Further Transfer Date, and in each case which arises directly or indirectly out of or in connection with that continued employment or engagement and/or its termination.

For the avoidance of doubt, the Contractor shall have full liability under this **paragraph 4.1.7** to the extent that it is held or alleged that: (a) the contract of employment or engagement as at immediately prior to the Further Transfer Date of any of the Re-Transferring Employees does not transfer in its entirety to the Authority and/or any Replacement Contractor (and/or its/their sub-contractors) and/or (b) liability for any such contract of employment or engagement of any such Re-Transferring Employees does not transfer in its entirety to the Authority and/or any Replacement Contractor (and/or its/their sub-contractors).

4.2 If it is found or alleged that the current or former employment or engagement of any person (or any liabilities in respect of them) other than the Re-Transferring Personnel who are on the Final Staff List transfers in whole or in part to the Authority and/or any Replacement Contractor (and/or any of its or their subcontractor(s)) on or after the Further Transfer Date pursuant to TUPE:

4.2.1 the Contractor shall or shall procure that its Sub-Contractors shall within seven (7) days of becoming aware of that allegation or finding make that person a written offer of employment or engagement to commence immediately on the same terms and conditions as that person was employed or engaged prior to the transfer (actual or alleged), and under which the Contractor or its Sub-Contractor(s) agrees to recognise that person's prior service with the Contractor or its Sub-Contractor (where such person is an employee) and the Authority and/or Replacement Contractor (and/or its or their subcontractors), as appropriate, will give all reasonable assistance requested by the Contractor or its Sub-Contractors to persuade that person to accept the offer;

4.2.2 the Authority and/or the Replacement Contractor (and/or its or their sub-contractor(s)) as applicable may, within 28 days after becoming aware of that finding or allegation, if that person is still an employee of (or engaged by) the Authority and/or the Replacement Contractor (and/or its/their sub-contractors) and has not accepted an offer of employment or engagement with the Contractor or its Sub-Contractor(s), terminate that person's employment or engagement; and

4.2.3 the Contractor shall indemnify and keep indemnified the Authority and/or the Replacement Contractor (and/or its or their sub-Contractor(s)) from and against all Employment Losses which the Authority and/or the Replacement Contractor (and/or its or their subcontractor(s)) may suffer or incur in relation to that termination and/or the employment or engagement of that person up to the date of that termination and any other claim brought by that person in each case provided the Authority and/or the Replacement Contractor (and/or its or their subcontractors) take all reasonable steps to minimise such costs, liabilities and expenses.

- 4.3 If TUPE does not apply on the expiration or termination of the Contract (including in respect of a Contract Area) or cessation of the Services (in each case whether in whole or part) and/or the appointment of a Replacement Contractor, the Contractor (and/or its Sub-Contractors) will remain responsible for the Contractor's Personnel and/or former Contractor's Personnel and will indemnify, keep indemnified and hold harmless the Authority and/or any Replacement Contractor (and/or its or their subcontractor(s)) from and against all Employment Losses which the Authority and/or any Replacement Contractor (and/or its or their subcontractor(s)) incurs or suffers arising directly or indirectly out of and/or in connection with the employment or engagement, or termination of employment or engagement, of any of the Contractor's Personnel or former Contractor's Personnel and/or any individual alleging to be a Contractor's Personnel and/or former Contractor's Personnel.
- 4.4 The Contractor will and will procure that its Sub-Contractors will whenever the Authority so requires on reasonable notice at any time during the continuance in force of this Contract and for six (6) years following the date of expiry or earlier termination of the Contract the Authority and any Replacement Contractor will be given access to and be allowed to consult with any person, consultant or employee who, at that time:
- 4.4.1 is still an employee, worker or Sub-Contractor of the Contractor or any of the Contractor's associated companies or Sub-Contractors; and
 - 4.4.2 was at any time employed or engaged by the Contractor or its Sub-Contractors in order to provide the Services to the Authority under this Contract or any other applicable contract,
- and such access and consultation will be provided free of charge for two (2) years following the date of expiry or earlier termination of the Contract and thereafter be charged at reasonable rates, to be agreed in advance with the Authority, for the time spent by the Contractor (or its Sub-Contractors) and/or its employees or Sub-Contractors on such consultation. The Contractor will further procure that all such persons co-operate with the Authority's requests.
- 4.5 **Clause 63.2.2** shall be amended so that benefits conferred on the Replacement Contractor under this **paragraph 4** shall be directly enforceable by them.
- 4.6 For the purposes of this **paragraph 4**, any reference to the Authority shall also include any member of the TfL Group to which any Re-Transferring Personnel or liability relating thereto does or is alleged to transfer under TUPE. For the avoidance of doubt, any such member of the TfL Group shall be able to enforce the terms of this **paragraph 4** in accordance with **Clause 63.2.2**.
- 4.7 The Contractor will procure that any Sub-Contractor (of any tier) will comply in full with the provisions of this Schedule. Any references to any obligation or act or omission of the Contractor will be deemed to include any such Sub-Contractor.

5. PENSIONS

- 5.1 The Contractor will (and will procure that each of its Sub-Contractors) adhere to the requirements of Fair Deal and the Best Value Direction in relation to pensions arrangements for Transferring Staff under this Contract. During the term of this Contract, the Contractor will (and will procure that each of its Sub-Contractors will) on request by the Authority provide, as soon as reasonably practicable, with such information as is necessary for the Authority to monitor the Contractor's (and its Sub-Contractors') compliance with Fair Deal and the Best Value Direction, including information on the terms and conditions of employment of the Transferring Staff and of new recruits taken on to work on the Services after the Transfer of Provision Date.
- 5.2 Notwithstanding **paragraph 5.1**, the Contractor will (and will procure that each of its Sub-Contractors) ensure that for the period of the employment with the Contractor (or its Sub-Contractors) after the Transfer of Provision Date and during the period of this Contract, the Transferring Protected Staff who opt to join the Contractor's Scheme in accordance with **paragraph 5.3** are offered Appropriate Pension Rights. Notwithstanding any other provisions of this Contract, the Transferring Protected Staff shall have the ability to enforce this requirement against the Contractor.
- 5.3 Prior to the Transfer of Provision Date, the Contractor will (and will procure that each of its Sub-Contractors) invite the Transferring Protected Staff to join the Contractor's Scheme from the Transfer of Provision Date. The invitation must be in a form acceptable to the Authority.
- 5.4 The Contractor will (and will procure that each of its Sub-Contractors will) provide the Transferring Staff who are not the Transferring Protected Staff with pension benefits in accordance with TUPE and/or the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 with effect from the Transfer of Provision Date.
- 5.5 The Contractor will (and will procure that each of its Sub-Contractors will) ensure that any new recruits taken on to work on the Services shall be offered reasonable pension provision in accordance with obligations under Part 1 of the Pensions Act 2008.
- 5.6 The Contractor will provide to the Authority not less than fourteen (14) days before issue or presentation copies of any communication or presentation to be issued or made to the Transferring Staff explaining the pension provision to be made for them on and from the Transfer of Provision Date under this **Schedule 9**. No communication or presentation shall be issued or made without prior reference to the Authority who shall have the right to require amendment within fourteen (14) days of receipt of such copy where in its reasonable opinion the contents of the notice do not accurately reflect the contents of this **Schedule 9** or could be easily misconstrued by a member of the Transferring Staff. The Contractor will take account of all reasonable comments made to it as to the form and content of the communication or presentation concerning the pension arrangements. The Contractor will ensure that any individual charged with communicating the new pension

arrangements shall respond to all queries by Transferring Staff in a manner not inconsistent with the agreed communications or presentations.

APPENDIX 1 TO SCHEDULE 9

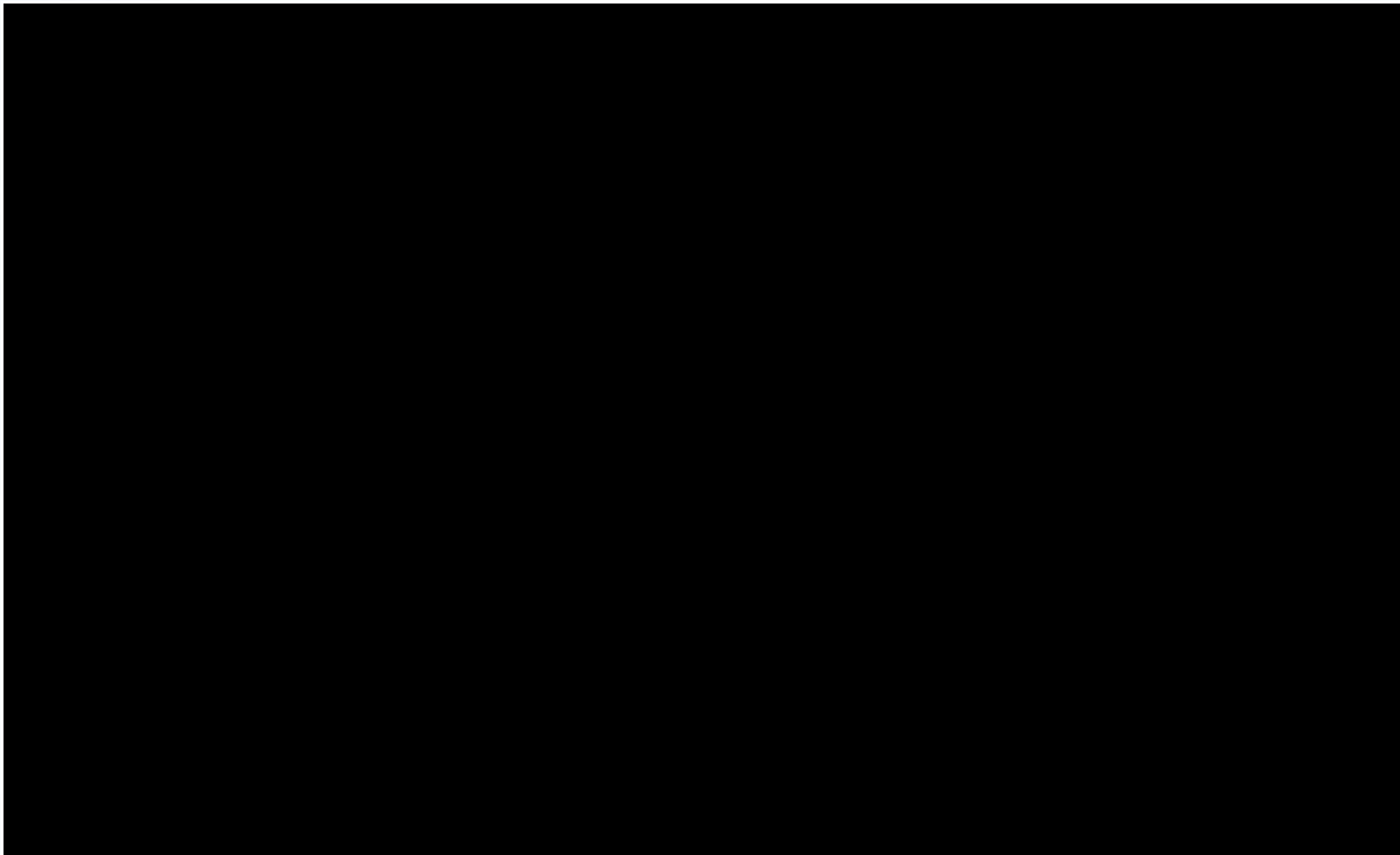
INFORMATION TO BE PROVIDED IN RESPECT OF THOSE ON THE STAFF LIST

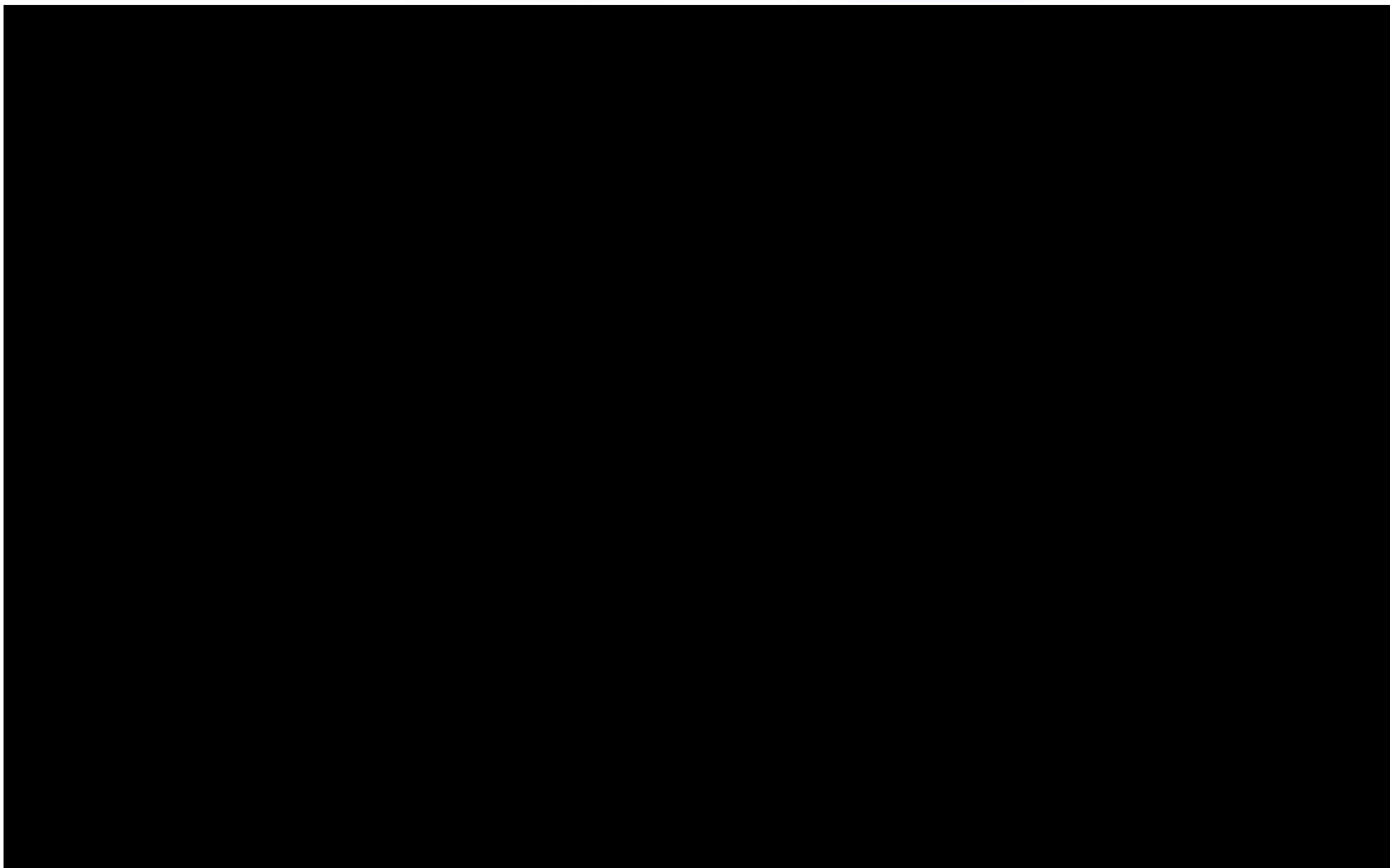
- Amount of time (on a time and percentage basis) spent on the Services (or any part of the Services specified by the Authority) together with any other relevant information requested by the Authority to determine whether such individuals are assigned to the Services (or a part of the Services) within the meaning of TUPE
- Geographical Area of Work / Location, including the amount of time (on a time and percentage basis) spent on the Services (or any part of the Services specified by the Authority) in any particular geographical area (including any Contract Area) as specified by the Authority
- Organisational chart and such other information about the organisation of the workforce involved in the Services (and any part thereof) as the Authority may require
- Age
- Role Title/Designation and Role Profile
- Annual Salary £
- Bonus (including any retention bonus) and Commission Amount and Frequency
- Pay Frequency and Date
- Overtime - Contractual or Non Contractual and Rates
- Contractual Working Hours
- Contract Type - Perm/Temp
- Commencement of Employment Date
- Continuous Service Date
- Car Allowance
- Pension Contributions
 - 1) Employer
 - 2) Employee
 - Including additional information on:
 - who were originally employees of the Authority,
 - who were members of (or eligible to become members of) the TfL Pension Fund / The Local Government Pension Scheme for England and Wales/The Principal Civil Service Pension Scheme,
 - whose employment transferred from the Authority to the Service Provider under TUPE; and
 - who were entitled to broadly comparable benefits under the Current Contractor's Scheme
- Details of the relevant employee representative body or bodies and relevant collective agreements
- Date of Annual Pay Award
- Annual Leave Entitlement
- Contractual Notice Period
- Public Holiday /Concessionary Days Entitlement
- Sickness Entitlement (in 12 month rolling period)
- Salary/wage increases pending
- Eligibility for enhanced redundancy pay and any other contractual or non-contractual termination of severance arrangements (including methods of calculation)
- Details of any other benefits provided, whether contractual or non-contractual
- Copy of employment contract or applicable standard terms and employee handbook
- Any loans or educational grants
- For those employees who are foreign nationals the country of citizenship, immigration status and all documentation required by law to demonstrate a right to work in the United Kingdom

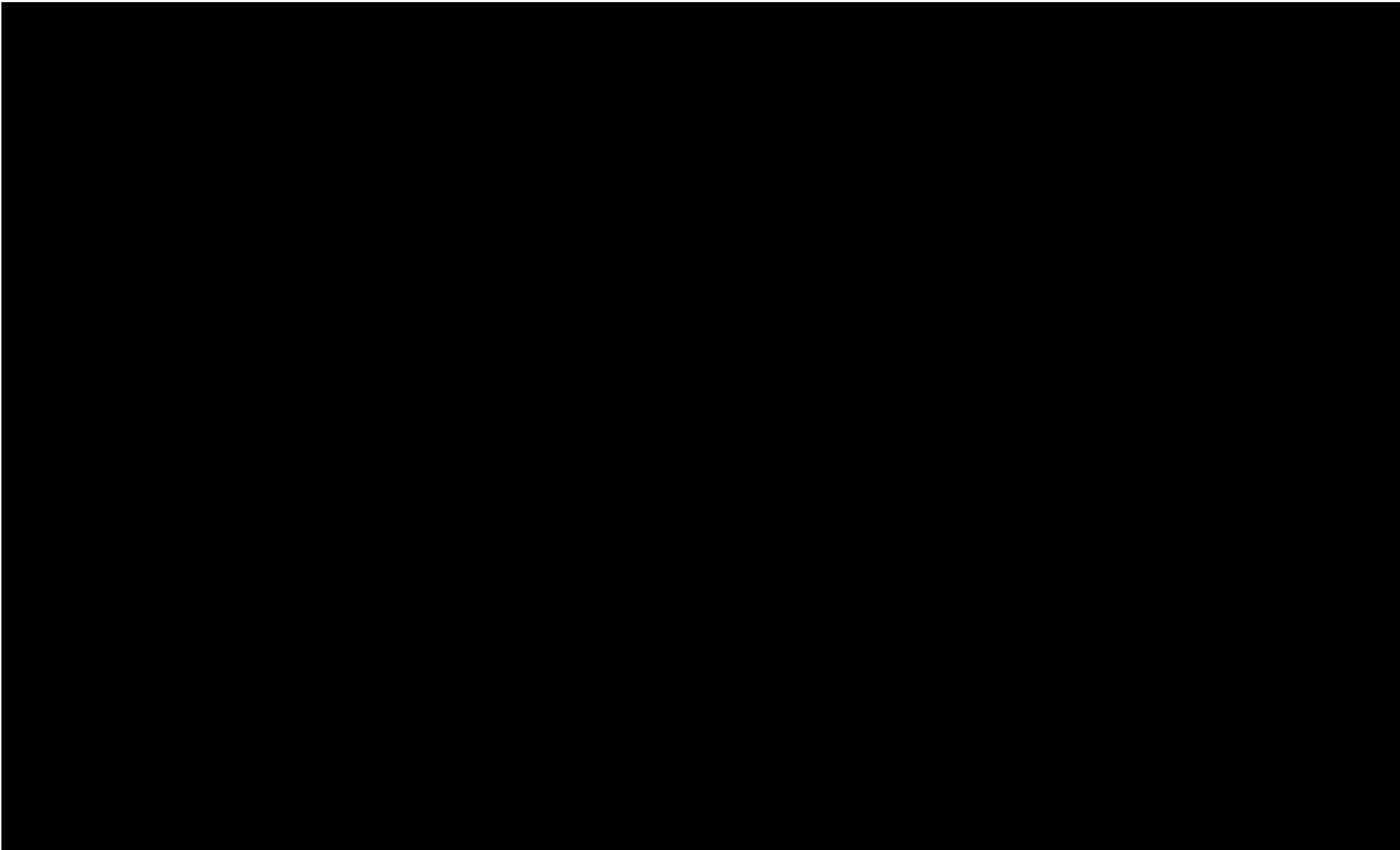
- Information on any disciplinary or grievance procedure taken against or by an employee in the two years immediately preceding the information being provided
- Information about any tribunal claims in the immediately preceding two years or whether there are reasonable grounds to believe a claim may be brought
- Department and place on organisation chart
- Average absence due to sickness
- Training and competency records

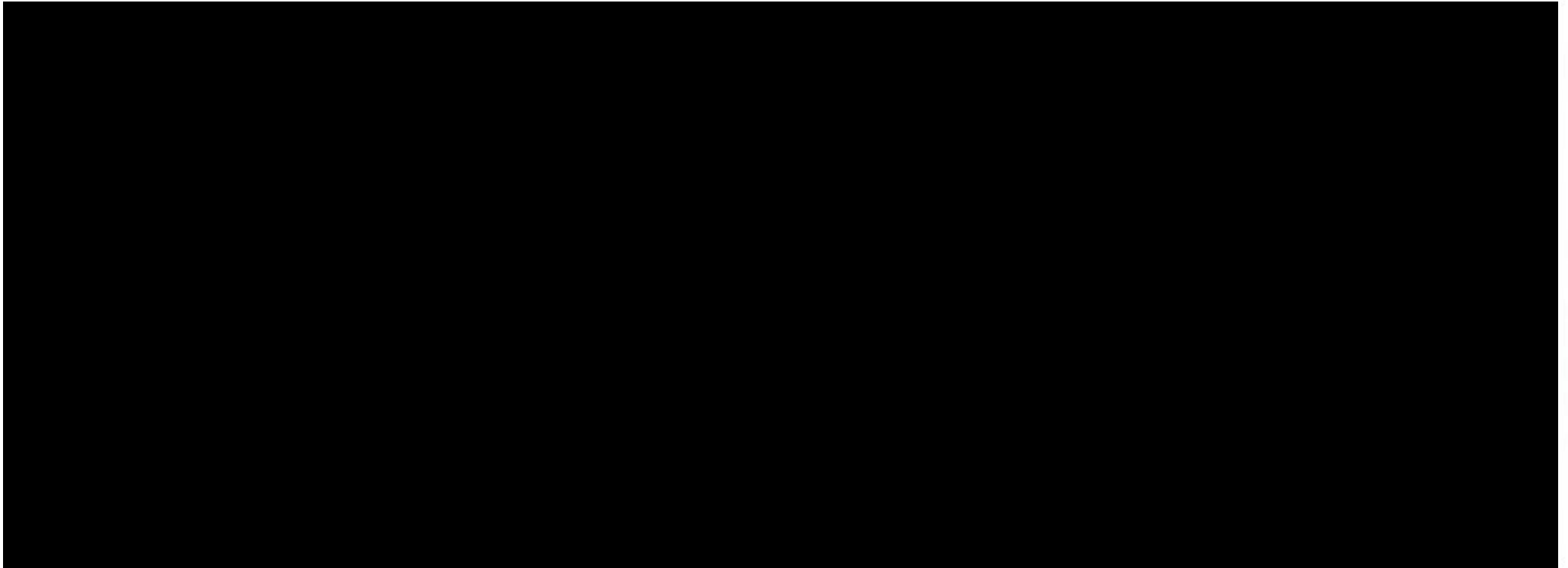
APPENDIX 2 TO SCHEDULE 9

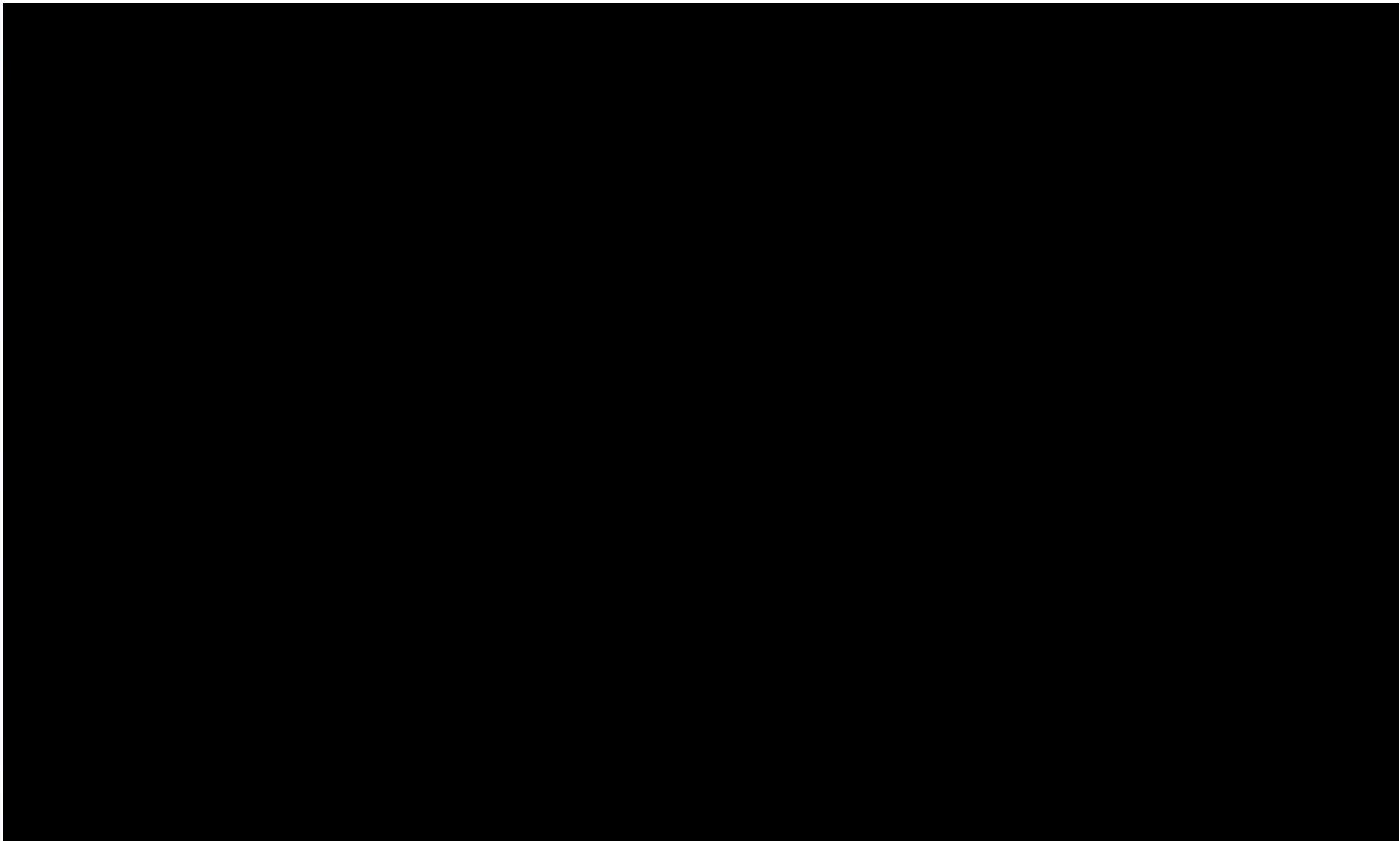
Key Personnel

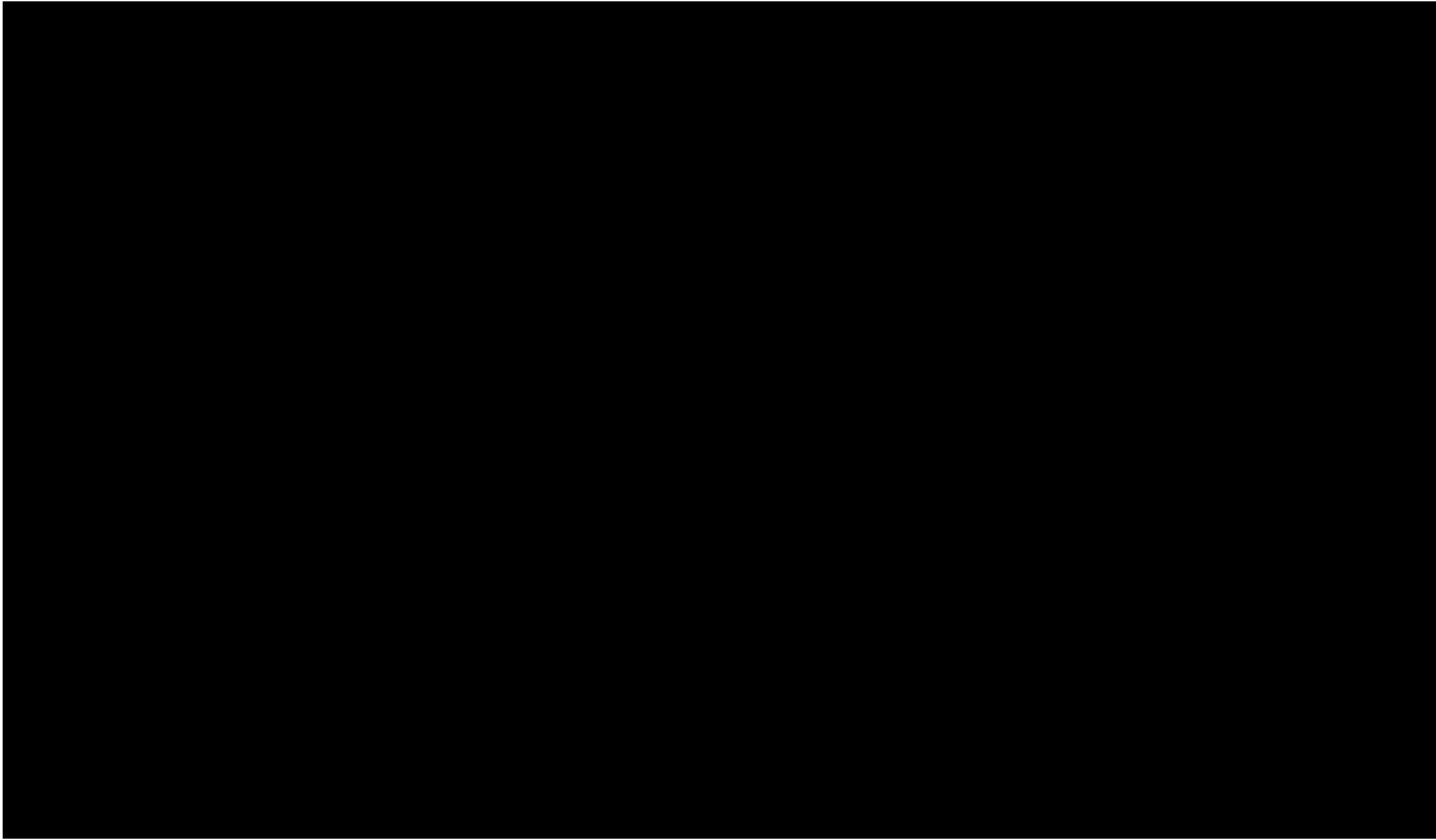


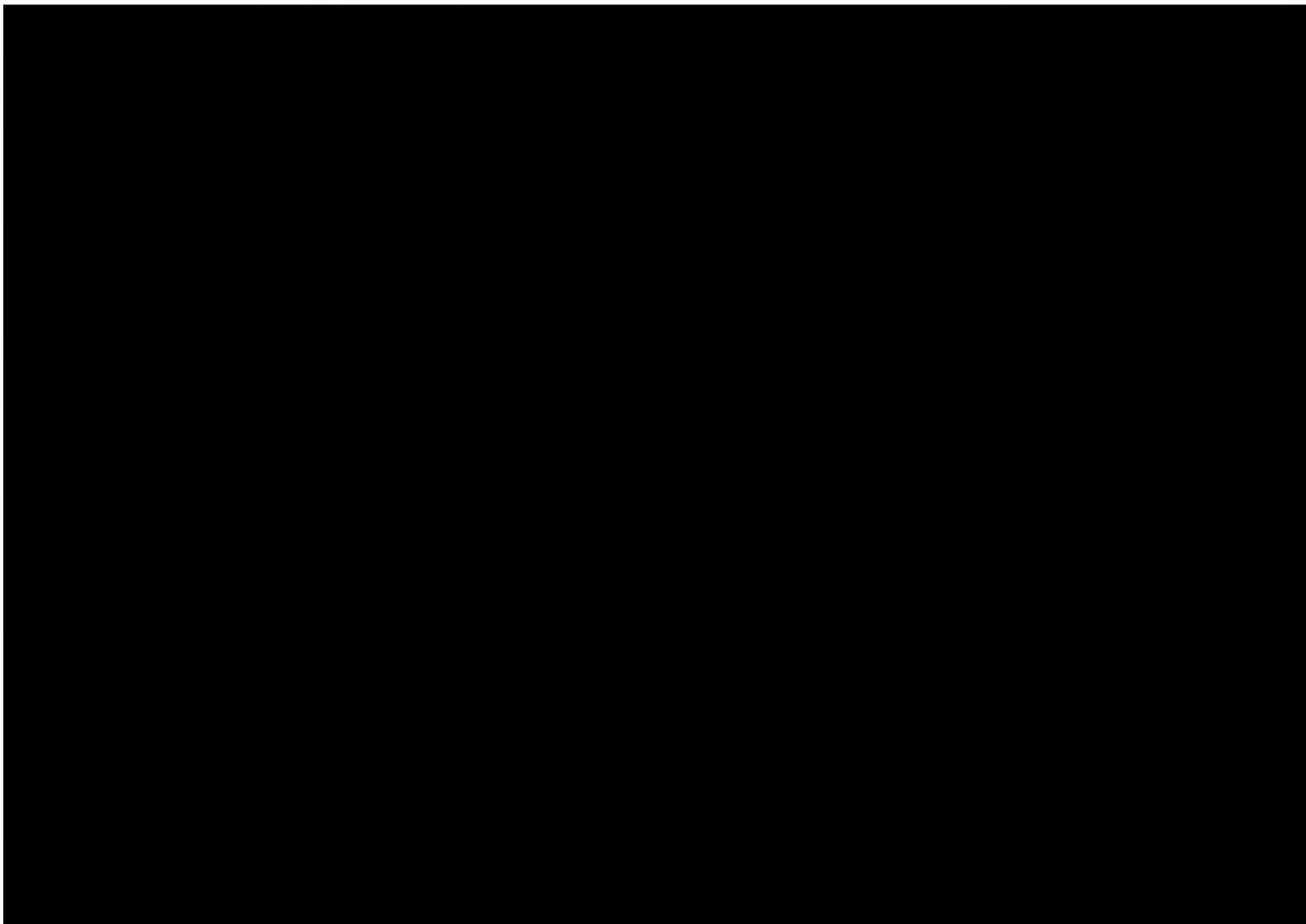


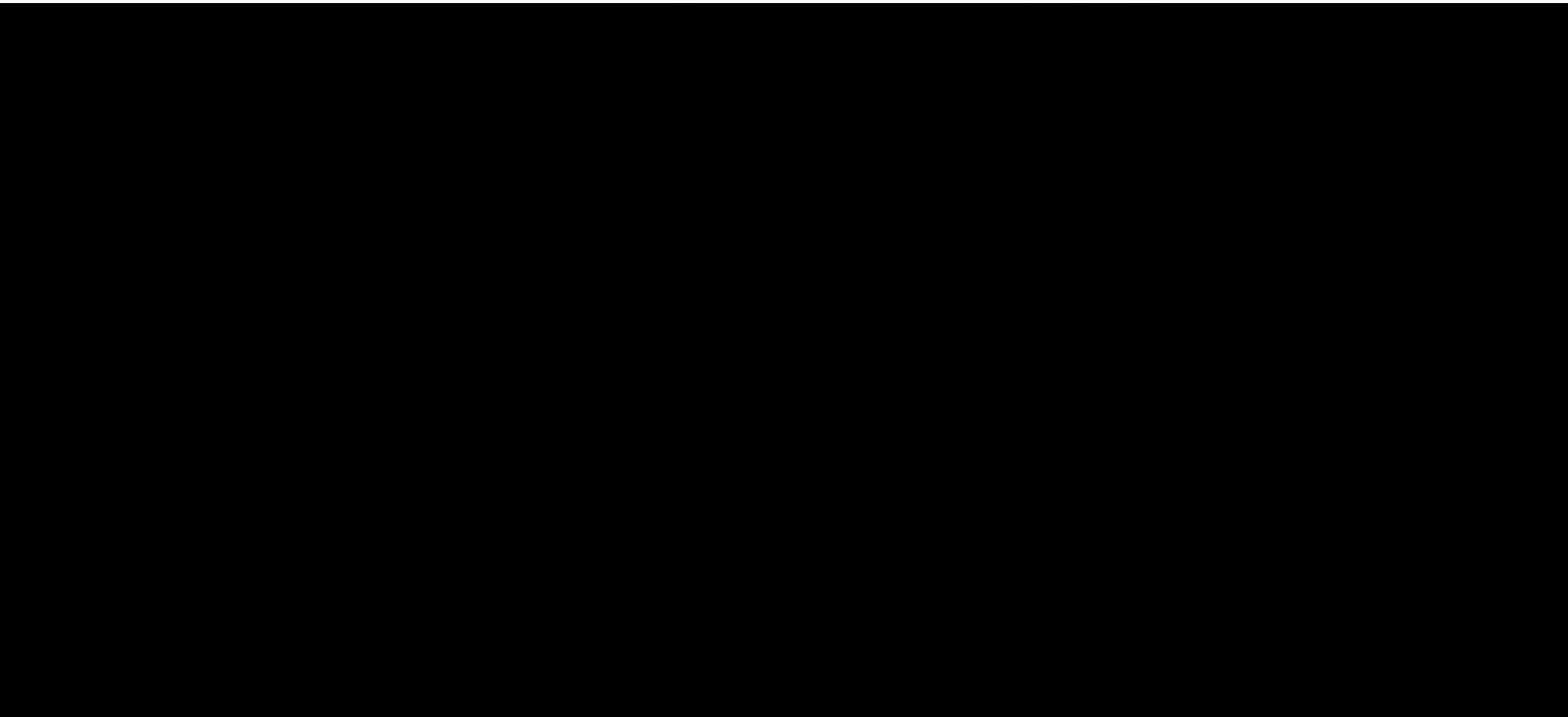


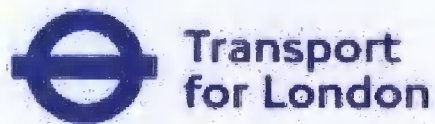












TRAFFIC TECHNOLOGY CONTRACT (TTC)

LOT 4 (FOUR) – NORTH AND CENTRAL

Schedule 10

Exit Plan

Contents

1	Scope	3
2	Exit Strategy and Exit Objectives	4
3	Development and Review of the Exit Plan	8
4	Disclosure of Exit Documents	9
5	Contents of the Exit Plan	10
6	Assignment/Novations/Transfers of Relevant Licences and Agreements	15
7	Employees and Training	18
8	Continued Performance	18
9	Termination Services	18
10	Knowledge Transfer	22
11	Charges	23
ANNEX A TO SCHEDULE 10		25

SCHEDULE 10

EXIT PLAN

1. Scope

1.1 This Schedule 10:

- (A) sets out the strategy and obligations to be followed by the Parties on the termination (including partial termination) and/or expiry of this Contract to the extent required by the Authority (acting reasonably); and
- (B) requires the Contractor to develop an Exit Plan that will separately account for:
 - (1) the cessation of the Services and the optional removal of any Free Issue Equipment loaned to the Contractor by the Authority and/or any Authority Spares and/or Authority Furnished Assets;
 - (2) the transfer of the Services to the Authority and/or one or more Replacement Contractor(s) (if appropriate/as applicable), which will require the Contractor to support an orderly, controlled transition of responsibility for the provision of the Services and related knowledge and information handover from the Contractor to the Authority and/or one or more Replacement Contractor(s) (if appropriate/as applicable), in accordance with the Exit Plan and/or at the Authority's direction, with the minimum of disruption and so as to prevent or mitigate any inconvenience to the Authority by means of the implementation of the Exit Plan in the following circumstances for termination:
 - (a) cessation of the Services at the expiry of the Initial Term (or any extension thereof);
 - (b) transfer of the Services and any Free Issue Equipment loaned to the Contractor and/or Equipment by the Authority and/or Authority Spares and/or Authority Furnished Assets due to an Insolvency Event;

- (c) transfer of the Services and any Free Issue Equipment loaned to the Contractor by the Authority or cessation of the Services and the optional removal of the Free Issue Equipment loaned to the Contractor and/or Authority Spares and/or Authority Furnished Assets by the Authority due to Step-In and/or Re-allocation pursuant to **Clause 31**; and
- (d) transfer of the Services and any Free Issue Equipment loaned to the Contractor by the Authority or cessation of the Services and the optional removal of the Free Issue Equipment loaned to the Contractor and/or Authority Spares and/or Authority Furnished Assets by the Authority due to termination or partial termination of the Contract pursuant to **Clause 32**.

1.2 For the purposes of this **Schedule 10**, any reference to termination or partial termination of the Contract covers any Permanent Re-allocation under **Clause 31** and partial termination includes in respect of a Contract Area.

2. **Exit Strategy and Exit Objectives**

2.1 The Contractor will ensure that the Exit Plan that it prepares in accordance with Good Industry Practice and **paragraph 3.1** reflects and that, without prejudice to the generality of the foregoing, incorporates all relevant parts of the Exit Strategy (as defined in **paragraph 2.3** below), the requirements of **paragraph 5** and deals as a minimum with those areas set out in this **paragraph 2.1** below together with such other provisions as the Contractor deems necessary and/or the Authority requests from time to time including:

- (A) the name and contact details of each Party's representative who will act as the primary point of contact for all exit related matters;
- (B) the timing and process for jointly establishing an exit team of suitably skilled representatives of the Parties to manage the implementation of the Exit Plan ("**Exit Team**"), and replacements thereof including the following information:

- (1) the name and contact details for each member of the Exit Team and his role (provided that the Exit Team will consist of no more than five (5) representatives from each Party);
 - (2) reporting lines for each member of the Exit Team;
 - (3) liaison lines between the Authority and the Contractor and any Replacement Contractor(s) or Third Party, and the responsibilities of each Party;
 - (4) responsibilities for approval of any relevant documentation and which Party such responsibilities lie with; and
 - (5) escalation processes;
- (C) unless the Parties agree otherwise, the Exit Plan will cover the period commencing on the date a notice of termination is served by either Party in respect of this Contract or, in the case of a Permanent Re-allocation, a Lot 7 Notice (the "**Trigger Date**") and ending on the Termination Date, Partial Termination Date, or expiry date (as appropriate) or other such later date as set out in the Exit Plan;
- (D) a project plan detailing the responsibilities of each Party and/or the Replacement Contractor(s) and the timeframes for implementation of each part of the Exit Plan and any milestones that need to be met by the Contractor or the Authority or any Replacement Contractor(s);
- (E) details of the management processes and controls to be used in the Implementation of the Exit Plan;
- (F) a list of the meetings that will take place during the implementation of the Exit Plan. Unless agreed otherwise in writing between the Parties, the Exit Team will meet at least once a week from the Trigger Date;
- (G) a list of the Free Issue Equipment loaned to the Contractor by the Authority, Authority Spares and Authority Furnished Assets that are capable of delivery by leaving such equipment in situ in a safe and secure condition, and any other Equipment that is to be transferred to the Authority or to any Replacement Contractor(s) (including Authority Spares) and including the following information:

- (1) an outline of the process and timeframes for the transfer of the Equipment purchased by the Contractor but not yet installed and fully paid for by the Authority, to the Authority;
 - (2) an outline of the process and timeframes for the purchase by the Authority (at the Authority's option acting in its sole discretion) of any purchased by the Contractor but not dedicated to any particular Site or Scheme; and
 - (3) the procedure and timeframe for the transfer back of Equipment owned by the Authority or leased to the Contractor by the Authority, if appropriate including Free Issue Equipment, Authority Spares and Authority Furnished Assets;
- (H) a list of the design documents and any other documents that are to be transferred or handed over to the Authority or to any Replacement Contractor(s), including an outline of the process, timeframes and terms of the transfer of the items to the Authority or any Replacement Contractor and the format in which they will be delivered;
- (I) an outline of the procedures for the transfer and/or removal of data from the equipment which is not transferring to the Authority and/or which is the Contractors or any Third Parties and from any other systems and networks of the Contractor or any Third Party including any format the data will be transferred to, if applicable;
- (J) an outline of any special transition provisions relating to the transfer or removal of any software or the transfer or termination of any software licences;
- (K) the procedure and timeframe for the hand back or destruction of any equipment and/or any other documents containing the other Party's Intellectual Property Rights or Confidential Information as expressly required by this Contract;
- (L) a list of all Contractor internal and Third Party support arrangements used in the performance of the Services;

- (M) a list of the Contractor Personnel on an anonymous/grade basis who are or may be involved in the provision of the Services and a summary of their terms of employment;
- (N) a list of all Sub-Contracts or other relevant contracts (if any);
- (O) the procedure, structure and timeframe for training the employees of the Authority and/or any Replacement Contractor(s) as the case may be;
- (P) a list of any and all approvals, consents, licences, permissions, certificates and statutory agreements, permits or authorisations which are necessary, desirable or required by Applicable Law or by any competent authority obtained, or to be obtained by the Contractor for the performance of the Services, the occupation and use of any premises used in the performance of the Services, the performance of services replacing the Services and/or any other transfer or hand-back envisaged under this **paragraph** ;
- (Q) a full list of the information relevant to the Contractor's provision of the Services including volumes processed, data volumes stored, performance against the SLIs, Performance Measures, Maintenance statistics and Fault statistics; and
- (R) any other information and/or actions pertaining to the Exit Plan and/or required by the Authority to ensure a smooth and timely transfer to the Authority or any Replacement Contractor(s) as the case may be.

2.2 The Contractor will ensure it follows the Exit Strategy, incorporates the requirements of **paragraph 2.1** above, **paragraph 5** and the following objectives (together, the "**Exit Objectives**") when and in producing, updating and implementing the Exit Plan:

- (A) the purpose of the exit process is to enable the Contractor to cease supplying the Services, or part thereof, and for any Replacement Contractor(s) and/or the Authority to perform equivalent (or similar) services;
- (B) the Contractor will provide such assistance and information to the Authority and/or any Replacement Contractor(s) as necessary to enable as efficient and effective a transfer of service as possible;
- (C) any relevant data will be presented in a reasonable format that is capable of being utilised by the Authority and/or any Replacement Contractor(s);

- (D) the Contractor will ensure that any relevant data is not compromised during the exit process;
- (E) the Contractor will not impose any barriers or restrictions to the smooth transition of the Services to any Replacement Contractor(s) and/or the Authority and, where charges are permissible and agreed by the Authority, will minimise the costs of such transition;
- (F) the Contractor will ensure the timely development and agreement of plans describing exit activity, and compliance with these plans;
- (G) the Contractor will participate in planning and co-ordinating and will co-operate with the Authority, other Contractors and any Replacement Contractor(s) as required; and
- (H) the Contractor will continue to perform the Services during the exit process without disruption or deterioration of the Services and in accordance with this Contract.

2.3 The initial exit strategy is set out in **Annex A** to this **Schedule 10** (the "**Exit Strategy**").

2.4 The Contractor will revise the Exit Strategy from time to time throughout the Term to take into account changing technologies and any changes to the scope or nature of the Services and any other relevant Change, subject to the approval by the Authority.

2.5 The Contractor will make such amendments to the Exit Strategy as the Authority may require from time to time.

3. **Development and Review of the Exit Plan**

3.1 As a deliverable of the Mobilisation Plan, the Contractor will (at no cost to the Authority) prepare an exit plan during the Mobilisation Period and submit it to the Authority for approval within three (3) months of the Contract Commencement Date (the "**Exit Plan**"). Once all amendments to the Exit Plan requested by the Authority have been incorporated by the Contractor, and the Exit Plan is approved by the Authority and signed on behalf of both Parties, the Exit Plan will become part of, and incorporated into, this Contract.

- 3.2 The Contractor will ensure that the Exit Plan deals as a minimum with those areas set out in the Exit Strategy, and those areas set out in **paragraphs 2.1 and 5** of this **Schedule 10** to the maximum level of detail as it is reasonably possible to determine at the time of preparation of the Exit Plan, together with such other provisions as the Contractor deems necessary or the Authority may request from time to time in relation to expiry or termination or partial termination of this Contract.
- 3.3 The Contractor will (at no cost to the Authority), on a six-monthly basis starting at the Works Commencement Date and at any other time the Authority or the Contractor deems necessary throughout the Term:
- (A) review and revise the Exit Plan to take into account changing technologies and any changes to the scope or nature of the Services, including any changes agreed pursuant to the Contract;
 - (B) inform the Authority of the outcome of any review of the Exit Plan and identify any necessary updates; and
 - (C) agree with the Authority the scope and detail of any necessary revisions to the Exit Plan and will promptly and in any event within three (3) Business Days submit such revised Exit Plan to the Authority for written approval.
- 3.4 Without limitation to the generality of the foregoing, the Contractor will promptly make all and any such amendments to the Exit Plan as the Authority may require from time to time. The Contractor will bear the full cost of preparing, revising and updating all versions of the Exit Plan.
- 3.5 The Contractor will promptly implement the approved Exit Plan in accordance with its terms on the termination and/or expiry of the Contract and each partial termination, if applicable.

4. **Disclosure of Exit Documents**

The Contractor agrees that, notwithstanding any of the Authority's obligations of confidentiality under this Contract, the Authority may at any time disclose (without any liability whatsoever to the Contractor) the Exit Strategy, Exit Plan and/or any documentation resulting from the activities described in this **Schedule 10** to the Replacement Contractor(s) and/or to Third Parties who are tendering or involved in the tendering process to take over provision of the Services or substantially similar services on termination, partial termination and/or expiry of this Contract or the Framework Term.

5. **Contents of the Exit Plan**

5.1 Without prejudice to **paragraph 3** of this **Schedule 10**, the Contractor will ensure that the Exit Plan will contain all detail necessary to effect a smooth and orderly termination or partial termination of the Services and hand-over to the Authority and/or any Replacement Contractor(s), and will, without prejudice to the generality of the foregoing:

- (A) set out the respective obligations of the Parties and applicable timescales;
- (B) document details of any work in progress the Contractor will deliver to the Authority or any Replacement Contractor(s) on the expiry or termination of the Contract or on partial termination;
- (C) document the levels of resources employed by the Contractor in the provision of the Services in the previous year including the numbers and grades of all Contractor Personnel employed in the provision of the Services, in accordance with the level of detail required pursuant to **Clause 26** (Contractor Personnel), and any accommodation occupied by the Contractor or any of its Sub-Contractors or agents to the extent they are involved in the provision of the Services;
- (D) document details of any and all Contractor Personnel to transfer in accordance with TUPE (without prejudice to **paragraph 3** of **Schedule 9**, including the provision of Staffing Information and the Final Staff List, as defined in **Schedule 9**);
- (E) include the names of the Key Personnel;
- (F) document each of the Contractor's, the Authority's and the Replacement Contractor's responsibilities for the provision of the Services commencing on the Trigger Date:
 - (1) up to the Termination Date, date of partial termination or expiry of the Contract or expiry of the Initial Term;
 - (2) on the Termination Date, date of partial termination or expiry of the Contract or expiry of the Initial Term;
 - (3) during any parallel running of the Services by the Contractor and the Replacement Contractor(s) (if relevant); and

- (4) after the Termination Date, date of partial termination or expiry of the Contract or expiry of the Initial Term;
- (G) include details of the Parties' respective responsibilities and obligations during preparation for the transfer of:
 - (1) any relevant Equipment and all associated warranties and guarantees, including any Free Issue Equipment loaned to the Contractor by the Authority, Authority Spares and Authority Furnished Assets;
 - (2) Sub-Contracts;
 - (3) any relevant data requested by the Authority;
 - (4) any required consents from Third Parties;
 - (5) operational documentation including Equipment specification documentation and manuals;
 - (6) software licences including any escrow provisions; and
 - (7) all keys for Installed Equipment;
- (H) include a detailed service and equipment transfer plan in respect of either:
 - (a) the hand-over of the:
 - (i) Maintenance;
 - (ii) Capital Works; and
 - (iii) any Free Issue Equipment loaned to the Contractor by the Authority, any Authority Spares and Authority Furnished Assets,

to the Authority and/or any Replacement Contractor(s) as directed by the Authority, or
 - (b) (the:
 - (i) winding-down and cessation of the Services (as the case may be); or

- (ii) sale and/or removal of any Free Issue Equipment loaned to the Contractor by the Authority and/or any Authority Spares and/or Authority Furnished Assets (or parts thereof),

as instructed by the Authority;

(I) include the timetable for the transfer of the Services which will include:

- (1) the transfer and cut-over milestones (being the points at which the Services or parts thereof transfer from the Contractor to the Authority and/or any Replacement Contractor(s)), identifying dates, events, and criteria to be met for completion of the transfer;
- (2) the order of priority for transfer of the Services or parts thereof transfer from the Contractor to the Authority and/or any Replacement Contractor(s)), including where such transfer will be phased over a period of time;
- (3) dependencies on the Authority, the Contractor, any Replacement Contractor(s) and/or Third Parties;
- (4) the timing as to when the Authority and any Replacement Contractor(s) will review data relating to the Services and Installed Equipment (if relevant);
- (5) the timing of the knowledge transfer and training of the employees of the Authority and/or any Replacement Contractor(s);
- (6) the timing for transfer of Contractor Personnel and related activities; and
- (7) the obligations and related timings of Third Parties who will need to be involved in the transfer of the Services and equipment (including the Equipment, Authority Spares, Authority Furnished Assets and/or Free Issue Equipment, where applicable);

(J) document the key activities to be undertaken during exit including:

- (1) the arrangements for continuing provision of the Services in accordance with this Contract;
- (2) handing over to the Authority all Free Issue Equipment loaned to the Contractor by the Authority and/or Equipment, Authority Spares and/or Authority Furnished Assets required by the Authority, documentation, software, software licences, configuration information, manuals, procedure documentation, associated warranties and guarantees, and any other similar items used or produced during the course of the provision of the Services by the Contractor;
- (3) subject to the provisions of **paragraph 7.2** of this **Schedule 10**, an outline of knowledge transfer and any training of the Authority's or any Replacement Contractor's and/or Authority's employees required to effect an orderly and successful transition of the Services;
- (4) an outline of the transition provisions relating to the transfer of Third Party contracts;
- (5) procedures and timeframe for the hand-back or destruction of documents and equipment containing each Party's Intellectual Property Rights (with destruction only to be at the Authority's express written consent in relation to the Authority's Intellectual Property Rights);
- (6) subject to the provisions of **paragraph 7.1** of this **Schedule 10**, arrangements which the Contractor proposes for the Authority and/or any Replacement Contractor(s) continuing to use the Contractor's Premises, covering access, security, space to be used, any modifications to be made to the Contractor's Premises to allow their continued use;
- (7) the arrangements for hand-over or hand-back of any premises other than the Contractor's Premises;
- (8) the arrangements for transfer of any Contractor Personnel including communications, briefing and negotiation;

- (9) any contracts which will be novated from the Contractor to the Authority and/or any Replacement Contractor(s) (including any escrow agreements);
 - (10) preparation and testing of Data checking, verification, cleansing, review, quality analysis and assurance, integrity, and migration programs; and
 - (11) arrangements for sharing Data to enable parallel running and/or testing by the Replacement Contractor(s);
- (K) set out the timescales for such activities and details of the Contractor Personnel who will carry out the activities listed in **paragraph 5.1(L)** and any other necessary resources;
- (L) detail the documentation to be prepared and made available by the Contractor during exit including without limitation:
- (1) Data on Contractor Personnel as defined by, and constrained by, TUPE and/or other employment or privacy legislation;
 - (2) status of Third Party software covering supplier, version, upgrade status and any escrow agreements;
 - (3) Equipment warranties and guarantees;
 - (4) Equipment manuals;
 - (5) process and procedure documentation;
 - (6) other items relating to the provision of the Services;
 - (7) details of any Services in progress and how handover will be dealt with;
 - (8) the list of all required consents to effect a smooth and orderly termination of the Services or hand-over to the Replacement Contractor(s) as the case may be;
 - (9) the list of Sub-Contracts or other contracts relating to the provision of the Services and any other Relevant Contracts

which may be assigned, transferred or novated in accordance with **paragraph 6** below;

- (10) full copies of all Sub-Contracts which will be novated to the Replacement Contractor(s), together with all relevant reference and operational documentation;
 - (11) the list of all of the Contractor's internal and Third Party support arrangements used in the operation and delivery of the Services and any Sub-Contracts which are not to be novated to the Replacement Contractor(s) under **paragraph 5.1(L)(9)** to the extent such arrangements are not covered by **paragraphs 5.1(L)(J)(3) and 5.1(L)(10)** of this **Schedule 10**; and
 - (12) any other information or action reasonably required by the Authority to ensure a smooth and timely transfer to the Authority or the Replacement Contractor(s) as the case may be; and
- (M) if the Authority has exercised its rights of Step-In and/or Re-allocation in accordance with **Clause 31** which is continuing at the Termination Date, date of partial termination or expiry of the Contract or of the Initial Term, include an explanation as to how this impacts each of the points referred to above in paragraphs (A) to (L).

6. **Assignment/Novations/Transfers of Relevant Licences and Agreements**

- 6.1 The Contractor will, subject to the provisions of **Clause 44** (Intellectual Property Rights), procure that, if notified by the Authority that the Contractor should do so, after the Trigger Date and on or prior to the Termination Date, Partial Termination Date or the expiry date (as appropriate) (the relevant date in each case being the "**End Date**") assign each of the Sub-Contracts and any other contracts relating to the provision of the Services entered into by the Contractor.
- 6.2 Upon receipt from the Contractor of all required Third Party consents in respect of a Sub-Contract or a contract relating to the provision of the Services entered into by the Contractor or software licence to which **paragraph 6.1** applies (a "**Relevant Contract**"), the Contractor will, as soon as reasonably practicable, assign, transfer or novate the Relevant Contract to which the Third Party consent relates to the

Replacement Contractor(s) and/or the Authority, as the Authority may direct (the date from which such assignment, novation or transfer becomes effective being the "**RC Transfer Date**").

6.3 Until such time as it can be assigned, novated or transferred pursuant to **paragraph 6.2**, in respect of each Relevant Contract:

- (A) **the Contractor** will hold the rights and benefits under the Relevant Contract in trust for the Authority and/or the relevant Replacement Contractor(s) absolutely from the End Date until such Third Party consent is obtained and the Relevant Contract is so assigned, transferred or novated (the date from which each such holding of rights and benefits on trust becomes effective being the "**RC Trust Date**"). The Contractor will, whilst so holding the rights and benefits under the Relevant Contract in trust as aforesaid, in the performance of its obligations and the exercise of its rights under the Relevant Contract, seek and act at all times in accordance with the instructions of the Authority in order to secure the performance of the Relevant Contract and will deliver to (or will procure that there is delivered to) the Authority, as soon as practicable following receipt by the Contractor, any notice or other document concerning or relating to the Relevant Contract; and
- (B) the Authority or the Replacement Contractor will, as the Contractor's agent, perform all the obligations of the Contractor under such Relevant Contract subject to such co-operation from the Contractor as may be requested by the Authority (the date from which the performance commences being the "**RC Agency Date**").

6.4 If:

- (A) the Contractor holding a Relevant Contract on trust for the benefit of the Authority or the Replacement Contractor(s) would result in the breach of the Relevant Contract; or
- (B) any Third Party consent is not obtained by the End Date,

then the Relevant Contract will be deemed to have not been transferred to the Authority (and/or such Replacement Contractor) and, in either case, the Parties will make such other reasonably practicable arrangements between themselves which will, without (in the case of **paragraph 6.4(A)** above) giving rise to such a breach,

and so far as is practicable, secure rights for the Authority and/or the relevant Replacement Contractor(s) equivalent to those it would have enjoyed had the benefit of the Relevant Contract been transferred to it and for relieving the Contractor from all liability under the Relevant Contract with effect from the End Date.

- 6.5 Notwithstanding any other provision of this Contract or any document effecting any assignment, novation or transfer in accordance with this **Schedule 10**, the Authority and the Replacement Contractor(s) will not have any liability for any Losses of the Contractor in each case arising out of or in connection with any failure or delay in performing, or negligent performance or non-performance of the Contractor's obligations under the Relevant Contracts prior to the relevant RC Agency Date and/or the RC Transfer Date (as applicable) to perform any of its obligations thereunder.
- 6.6 The Contractor will indemnify the Authority and the relevant Replacement Contractor(s) (as applicable) against the Losses suffered or incurred by the Authority and the relevant Replacement Contractor(s) in each case arising out of or in connection with any failure or delay in performing, or negligent performance or non-performance of the Contractor's obligations under the Relevant Contracts by the Contractor prior to the RC Transfer Date or RC Agency Date (as appropriate). Replacement Contractor(s) will have the right to enforce the terms of this **paragraph 6**.
- 6.7 The Authority will indemnify the Contractor against the Losses suffered or incurred by the Contractor in each case arising out of or in connection with any failure or delay in performing, or negligent performance or non-performance of the Contractor's obligations under the Relevant Contracts to the extent that such term or obligation is undertaken by the Authority or any Replacement Contractor(s) (as applicable) pursuant to paragraph 6.3 from the relevant RC Agency Date until such date (if any) as the sub-contracting or holding on trust ceases to be effective in accordance with **paragraph 6.4** provided that:
- (A) the Authority will be entitled to assume conduct of the defence of each such claim;
 - (B) the Contractor will not, without the prior written consent of the Authority, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened action in respect of which indemnification may be sought under this **paragraph 6.7**; and

- (C) the Contractor provides all information reasonably required by the Authority in connection with the defence of each such claim.

7. **Employees and Training**

- 7.1 Within ten (10) Business Days after the Trigger Date, the Authority will specify those Contractor Personnel that it requires to remain based on the Contractor Premises and to continue to be engaged in the provision of the Services during the remainder of the Term, provided that the Authority will only specify the maximum number of Contractor Personnel that it determines (acting reasonably) are required to provide the Services during this time.
- 7.2 The Contractor will not engage those Contractor Personnel that the Authority specifies in accordance with **paragraph 7.1** in the provision of any other services other than the Services provided to the Authority under this Contract for the remainder of the Term.

8. **Continued Performance**

Except as otherwise expressly specified in this **Schedule 10**, the Contractor will at all times during exit continue to perform its other obligations, including in respect of the achievement of the Service Level Indicators and accrual of Service Failure Points, pursuant to the provisions of this Contract.

9. **Termination Services**

General

- 9.1 During the period between a Trigger Date and the Termination Date, or Partial Termination Date, as applicable (the "**Termination Assistance Period**") or such shorter period as the Authority may require, the Contractor will continue to provide the Services (as applicable) and will, at the request of the Authority pursuant to **paragraph 9.6**, provide the services and activities to be performed by the Contractor as required by the Authority pursuant to the Exit Plan (the "**Termination Services**").
- 9.2 The costs of providing these Termination Services, if any, will be as stated at **paragraph 11** below.
- 9.3 During the Termination Assistance Period, the Contractor will, in addition to complying with the Exit Plan, and providing the Services and the Termination Services, provide to the Authority any reasonable assistance requested by the

Authority to allow the Services to continue without interruption following the termination or expiry of this Contract and/or Initial Term and to facilitate the orderly transfer of responsibility for and conduct of the Services to the Authority and/or the Replacement Contractor(s).

- 9.4 During the Termination Assistance Period, the Services and the Termination Services will be provided at no detriment to the Service Levels.
- 9.5 The Parties acknowledge that the migration of the Services from the Contractor to the Authority and/or the Replacement Contractor(s) may be phased, as required by the Authority, such that certain of the Services are handed over before others and, where possible, this will be set out in the Exit Plan.

Notification of Requirements for Termination Services

- 9.6 The Authority will be entitled to require the provision of Termination Services by notifying the Contractor in writing ("**Termination Assistance Notice**"). The Termination Assistance Notice will specify the:
- (A) date from which Termination Services are required which will be no earlier than six (6) months prior to expiry of this Contract or from the date of service of notice by either Party to terminate, as the case may be;
 - (B) the nature of the Termination Services required; and
 - (C) the period during which it is anticipated that Termination Services will be required which will continue no longer than the Termination Date.
- 9.7 The Authority will have an option to extend the period of assistance beyond the period specified in the Termination Assistance Notice provided that such extension will not extend for more than six (6) months after the date the Contractor ceases to provide the Services or, if applicable, beyond the end of the Termination Assistance Period and provided that it will notify the Contractor to such effect no later than twenty-one (21) days prior to the date on which the provision of Termination Services is otherwise due to expire. The Authority will have the right to terminate its requirement for Termination Services by serving not less than twenty-one (21) days' written notice upon the Contractor to such effect.

Termination Obligations

- 9.8 The Contractor will at all times comply with all of its obligations contained in the Exit Plan and this **Schedule 10** (as applicable).
- 9.9 At the end of the Termination Assistance Period (or earlier if this does not adversely affect the Contractor's performance of the Services and the Termination Services and its compliance with the other provisions of this **Schedule 10**):
- (A) unless stated to the contrary in the Exit Plan, the Contractor will return to the Authority and then erase from any computers, storage devices and storage media that are to be retained by the Contractor after the end of the Termination Assistance Period any and all software belonging to or licensed to the Authority and TfL Group data, and confirm in writing to the Authority that it has done so;
 - (B) the Contractor will return to the Authority such of the following as is in the Contractor's possession or control:
 - (1) all copies of the software belonging to or licensed to the Authority and any other software licensed by the Authority to the Contractor under this Contract where such licences are to extend beyond termination;
 - (2) all materials created by the Contractor under this Contract, the Intellectual Property Rights in which are owned by the Authority;
 - (3) any items that have been on-charge to the Authority, such as consumables;
 - (4) the Contractor will transfer all TfL Group data (in complete, uncorrupted form) in its possession or control to the Authority save to the extent (and for the limited period) that such data is required for the purposes of providing any services to the Authority under this **Schedule 10** or the Exit Plan;
 - (5) the Contractor will vacate any Sites; and
 - (6) all Confidential Information of the Authority and will certify that it does not retain the Authority's Confidential Information save to the extent (and for the limited period) that such information

needs to be retained by the Contractor for the purposes of providing any Services or Termination Services.

- 9.10 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Authority to the Contractor in relation to the Services will be terminated with effect from the end of the Termination Assistance Period.

Scope of the Termination Services

- 9.11 The Termination Services will be those services set out in the relevant Exit Plan which the Authority selects the Contractor to perform (as confirmed in writing). Even if not already provided for in the Exit Plan, the Termination Services to be provided by the Contractor will include such of the following services as the Authority may specify in writing:

- (A) notifying its Sub-Contractors of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;
- (B) providing assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and re-writing and implementing processes and procedures such that they are appropriate for use by the Authority and/or any Replacement Contractor(s) after the end of the Termination Assistance Period;
- (C) providing details of work volumes and staffing requirements over the twelve (12) month period immediately prior to the commencement of the Termination Services;
- (D) with respect to work in progress as at the end of the Termination Assistance Period, documenting the current status and stabilising for continuity during transition;
- (E) in relation to Maintenance, providing the Authority with any problem and incident logs which have not previously been provided to the Authority;
- (F) providing assistance and expertise as necessary to examine all governance and reports in place for the provision of the Services and re writing and implementing these during and for a period of twelve (12) months after the Termination Assistance Period;

- (G) providing assistance and expertise as necessary to examine all relevant roles and responsibilities in place for the provision of the Services and re-writing and implementing these such that they are appropriate for the continuation of the Services after the Termination Assistance Period;
- (H) agreeing with the Authority a hand-over plan for all of the Contractor's responsibilities. The Contractor will co-operate fully in the execution of the agreed plan, providing skills and expertise of a suitable standard;
- (I) in respect of Installed Equipment where Maintenance has been provided, providing historical performance Data for the previous twelve (12) months;
- (J) answering all reasonable questions from the Authority and/or its Replacement Contractor(s), if any, regarding the Services;
- (K) providing information and documentation relating to the Services that are in the possession or control of the Contractor or its Sub-Contractors (and the Contractor agrees and will procure that its Sub-Contractors do not destroy or dispose of that information) including providing the Authority with the right to take reasonable copies of that material for itself and its Replacement Contractor(s); and
- (L) following reasonable notice and during the Contractor's normal business hours, access to members of the Contractor Personnel who have been involved in the provision or management of the Services and who are still employed or engaged by the Contractor or its Sub-Contractors by the Authority and/or any Replacement Contractor(s).

Disputes Relating to Termination Services

9.12 Where there is any dispute between the Parties regarding the manner in which the Termination Services are to be performed, such dispute will be resolved in accordance with the Dispute Resolution Procedure.

10. Knowledge Transfer

10.1 During the Termination Assistance Period, the Contractor will:

- (A) transfer all training material and provide appropriate training to those Authority and/or the Replacement Contractor(s) staff responsible for internal training in connection with the provision of the Services;

- (B) transfer to the Authority and/or the Replacement Contractor(s) all knowledge reasonably required for the provision of the Services which may, as appropriate, include information, records and documents; and
- (C) provide the Authority and/or the Replacement Contractor(s) with access to such members of the Contractor Personnel or its Sub-Contractors' personnel as have been involved in the design, development, provision or management of the Services and who are still employed or engaged by the Contractor or its Sub-Contractors.

10.2 To facilitate the transfer of knowledge from the Contractor to the Authority and/or its Replacement Contractor(s), the Contractor will provide a detailed explanation of the procedures and operations used to provide the Services, the change management process and other standards and procedures to the operations personnel of the Authority and/or the Replacement Contractor(s).

11. Charges

11.1 In relation to all assistance and services (whether Termination Services or otherwise) provided by the Contractor pursuant to this **Schedule 10** and the Exit Plan:

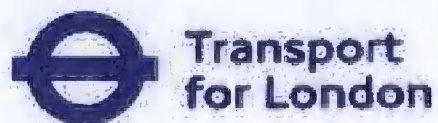
- (A) such assistance and services will be free of charge in the event of termination by the Authority in accordance with **Clauses 32.1, 32.2** and/or **32.4.2** (save that in relation to **Clause 32.4.2, Clause 35** will apply and the Contractor will be entitled to certain charges relating to exit as set out in **Clause 35.5**); and
- (B) in all other circumstances than those set out in **paragraph 11.1(A)** above, the Contractor will be entitled to charge for such assistance and services, such charges to be calculated at the Fixed Unit Rates for Maintenance set out in **Schedule 5** or the Schedule of Capital Works Rates for Capital Works set out in **Schedule 6b**, and in the absence of applicable agreed hourly rates, at no more than the Contractor's current standard hourly rates used with its customers at the relevant time.

11.2 Where Charges apply in accordance with **paragraph 11.1(B)** above, during the Termination Assistance Period (or for such shorter period as the Authority may require the Contractor to provide the Termination Services), the Authority will pay such Charges to the Contractor in respect of the Termination Services and any assistance properly provided by the Contractor pursuant to the Exit Plan monthly in

arrears upon production of a properly executed invoice in accordance with **Schedule 5** showing the time and monies incurred, and any disputes relating to such Charges will be resolved in accordance with the Dispute Resolution Procedure at **Clause 74**.

ANNEX A TO SCHEDULE 10

Exit Strategy



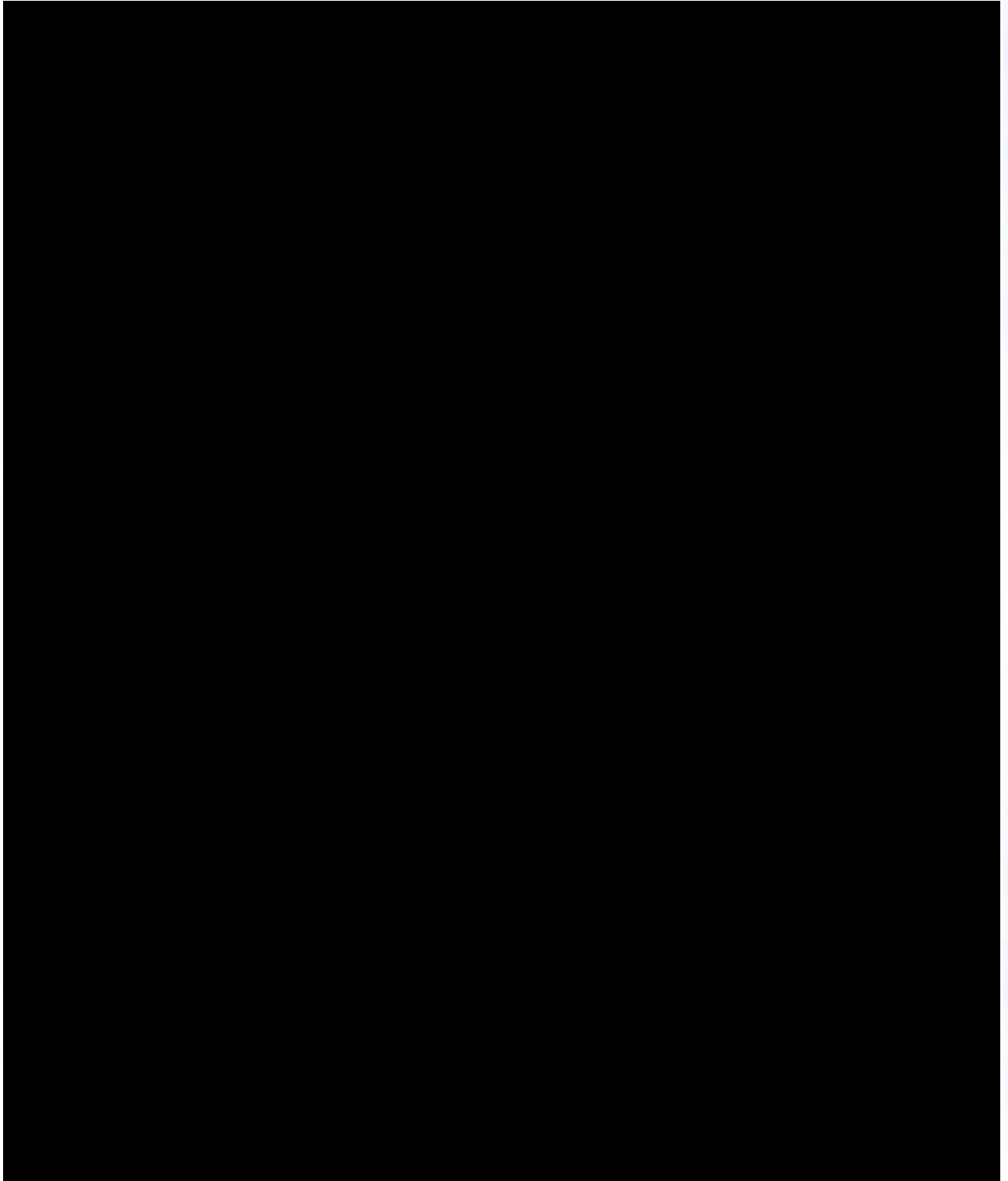
TRAFFIC TECHNOLOGY CONTRACT (TTC)

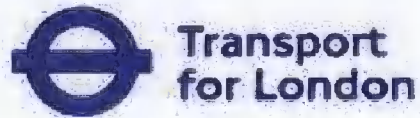
LOT 4 (FOUR) – NORTH AND CENTRAL

Schedule 11

Permitted Sub-Contractors

SCHEDULE 11
PERMITTED SUB-CONTRACTORS





TRAFFIC TECHNOLOGY CONTRACT (TTC)

LOT 4 (FOUR) – NORTH & CENTRAL

Schedule 12

Responsible Procurement

Contents

Part 1 - Strategic Labour Needs and Training

1.	INTRODUCTION.....	3
2.	AGREED SLNT PLAN.....	5
3.	SLNT CO-ORDINATOR	5
4.	MONITORING AND REPORTING	6
5.	SLNT INFRACTIONS	6
6.	SLNT AUDIT	6
	SCHEDULE 12, PART 1 - APPENDIX 1	8
	SCHEDULE 12, PART 1 - APPENDIX 2	9
	SCHEDULE 12, PART 1 - APPENDIX 3	14
	SCHEDULE 12, PART 1 - APPENDIX 4	15
	SCHEDULE 12, PART 1 - APPENDIX 5	17
1.	EQUALITY, DIVERSITY AND INCLUSION	19
2.	EQUALITY, DIVERSITY AND INCLUSION POLICY	19
3.	EQUALITY, DIVERSITY AND INCLUSION ACTION PLAN.	19
4.	EQUALITY, DIVERSITY AND INCLUSION ACTION PLAN	19
5.	EQUALITY, DIVERSITY AND INCLUSION AUDIT	20
6.	WORKFORCE INTEGRATION NETWORK (WIN) INCLUSIVE EMPLOYERS TOOLKIT :	21
7.	MAYOR'S GOOD WORK STANDARD.....	22
8.	GENDER NEUTRAL LANGUAGE.....	22
	SCHEDULE 12, PART 2 - APPENDIX 1	23
	SCHEDULE 12, PART 2 - APPENDIX 2	26
	EQUALITY, DIVERSITY AND INCLUSION ACTION PLAN	26
	DEFINITIONS	27
	APPENDIX A: THE ETI BASE CODE	31
	APPENDIX B.....	34

SCHEDULE 12

RESPONSIBLE PROCUREMENT

Part 1 - Strategic Labour Needs and Training

1. Introduction

1.1 Without prejudice to the other provisions in this Contract relating to the Contractor Personnel, this **Schedule 12** sets out the Contractor's obligations in respect of:

- (A) supporting the Authority Group (and third parties nominated by the Authority Group) in the implementation of the Skills and Employment Strategy (as defined below); and
- (B) ensuring that the Contractor attracts, develops and retains the Contractor Personnel with the skills necessary to deliver the Works and Services throughout the Term.

1.2 In this **Schedule 12 Part 1**, the following terms will have the corresponding meanings:

"Agreed Plan"	SLNT	means the Contractor's Strategic Labour Needs and Training ("SLNT") plan set out at Appendix 3 (Initial/Agreed SLNT Plan) to this Schedule 12 Part 1 to be prepared in accordance with the SLNT Plan Template and approved by the Authority;
"Apprentice"		means a member of the Contractor Personnel who is registered as an apprentice or technician with an industry recognised body;
"Implementation Plan"		means the plan set out at Appendix 4 (Implementation Plan) of this Schedule 12 Part 1 , submitted by the Contractor in accordance with paragraph 2.1(C) below;
"Initial SLNT Plan"		means the initial SLNT plan set out at Appendix 3 (Initial/Agreed SLNT Plan) of this Schedule 12 Part 1 , and to be agreed between the Parties in accordance with paragraphs 2.1 to 2.4 ;
"Quarterly SLNT Monitoring Report"		means the report to be prepared by the Contractor in the form set out at Appendix 5 (Quarterly SLNT Monitoring Report Template) to this Schedule 12 Part 1 and submitted to the Authority in accordance with the provisions of paragraph 4 below;
"Relevant Employment Vacancy"		means an employment vacancy within the Contractor's organisation for a member of the Contractor Personnel;

"Skills Employment Strategy"	and	means the Authority 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 12 Part 1 ;
"SLNT ordinator"	Co-	has the meaning set out in paragraph 3.1 below;
"SLNT Infraction"		means any breach by the Contractor of any of its obligations under this Schedule 12 Part 1 ;
"SLNT Output"		means the minimum number of Apprentice positions or equivalent to be delivered by the Contractor (either 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 Template"	Plan	means the template for the SLNT Plan set out at Appendix 2 (SLNT Plan Template) to this Schedule 12 Part 1 , to be completed by the Contractor; and

2. Agreed SLNT Plan

2.1 Based on the Initial SLNT Plan, the Contractor will:

- (A) further develop the Initial SLNT Plan to reflect the comments and requirements of the Authority;
- (B) submit a revised copy of the Initial SLNT Plan to the Authority for approval within twenty (20) Business Days of the Contract Commencement Date; and
- (C) provide an Implementation Plan as contained in **Appendix 4** to this **Schedule 12, Part 1** based on the revised copy of the Initial SLNT Plan within forty (40) Business Days of the Contract Commencement Date.

2.2 If the Initial SLNT Plan is:

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

2.3 Without limiting any other provision of this Contract, the Contractor will:

- (A) comply with provisions of the Agreed SLNT Plan; and
- (B) at no additional cost to the Authority 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 Works Commencement Date or at such other times as requested by the Authority, to reflect:
 - (a) Good Industry Practice;
 - (b) any changes to the nature of the Works or Services or Authority Assets; and
 - (c) any amendments proposed by the Authority.

2.4 Any changes or amendments to the Agreed SLNT Plan shall be subject to the Change Control Procedure and will not be implemented until approved in writing by the Authority.

3. SLNT Co-ordinator

3.1 Within twenty (20) Business Days of the Contract Commencement Date, the Contractor will nominate a member of Contractor 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 for personnel of the Authority on all matters concerning the Agreed SLNT Plan,
- (the "SLNT Co-ordinator").

3.2 The Parties will add the SLNT Co-ordinator to the list of Key Personnel set out **Schedule 9 (Employees and Key Personnel)**.

4. **Monitoring and Reporting**

4.1 Subject to **paragraph 5.1** below, the Contractor will provide the Authority with a Quarterly SLNT Monitoring Report, within ten (10) Business Days of the end of each quarter. This will detail the Contractor's performance against the Agreed SLNT Plan.

4.2 Failure to provide the Authority with a copy of the Quarterly SLNT Monitoring Report within the timescales set out in **paragraph 4.1** above will constitute a material breach of this Contract by the Contractor.

4.3 The Contractor will ensure at all times that it complies with the requirements of the Data Protection Act 2018 (as may be amended from time to time) in the:

- (A) development and maintenance of training plans; and
- (B) collection and reporting of the information to the Authority pursuant to **paragraph 4.1** above.

5. **SLNT Infractions**

5.1 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** above,
- will constitute a material breach of the Contract by the Contractor.

6. **SLNT Audit**

6.1 Without prejudice to the Authority's right to carry out audits under this Contract, the Authority may from time to time undertake any audit or check of any and all information regarding the Contractor's compliance with the provisions of this **paragraph 6**.

6.2 The Contractor will maintain and retain records relating to the Agreed SLNT Plan and its compliance with the provisions of this **Schedule 12 Part 1** for a minimum of twelve (12) years.

6.3 The Authority will 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 Contractor is not, without due cause, disrupted or delayed in the performance of the Contractor's obligations under this Contract.

6.4 The Contractor will 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 Contractor's performance of this Contract, whether the Contractor'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 Contractor's obligations under this Contract, wherever situated and whether the Contractor's own equipment or otherwise; and

(B) complying with the Authority's reasonable requests for access to senior personnel engaged in the Contractor's performance of this Contract.

SCHEDULE 12, PART 1 - APPENDIX 1

Skills and Employment Strategy

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

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

A copy of the Transport Infrastructure Skills Strategy can be obtained from:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/495900/transport-infrastructure-strategy-building-sustainable-skills.pdf

A copy of the Transport Infrastructure Skills Strategy (TISS) – Three Years On - can be obtained from:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/953107/stat-three-years-of-progress.pdf

SCHEDULE 12, PART 1 - APPENDIX 2

SLNT Plan Template

Title – SLNT Activity Breakdown

Please complete the following table outlining how you intend to meet your SLNT commitments.¹

Table 1:

SLNT Activity Area	Priority Output	Year 1	Year 2	Year 3	Year 4	Year 5	Total	Cross Check	
								SLNT Value	SLNT Totals
Apprenticeship Job Starts									
New Entrant – Level 2-3 (FTE)	Y						0	1	0
New Entrant – Level 4+ (FTE)	Y						0	1.5	0
Social Mobility Level 2-3 (FTE)	Y						0	1	0
Social Mobility Level 4+ (FTE)	Y						0	1.5	0
Existing Employee Level 2-3 (FTE)	Y						0	1	0
Existing Employee Level 4+ (FTE)	Y						0	1.5	0
Apprenticeship Success									
Completion (FTE)							0	1	0
Job Creation									
Social Mobility (FTE)							0	1	0
Educational/Career Support									
Targeted Placement Positions (Days)							0	10	0
Placement Positions (Days)							0	20	0
Educational Engagement (Days)							0	20	0
Equivalent Contract Value									
Services	£0						Total SLNT Activity		0
Construction / Manufacturing	£0						Priority Activities		0

¹

Note: TFL to finalise prior to contract execution.

Strategic Labour Needs and Training Method Statement

A) Delivery of SLNT Activity Breakdown

Referring to the SLNT Activity Breakdown outlined in Table 1 above, provide a method statement of how you will undertake activities in each of the SLNT areas.

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 – New Entrant

Method statement shall include:

- Attraction and Recruitment
- Apprenticeship Frameworks & Standards
- Training Provider
- Funding
- Apprentice welfare – Terms, Conditions and Benefits

Content: (Max 250 words)

Apprentice Job Start – Social Mobility

Method statement shall include:

- Attraction and Recruitment
- Apprenticeship Frameworks & Standards
- Training Provider
- Funding
- Apprentice welfare – Terms, Conditions and Benefits
- Engagement with charities and referral partners

Content: (Max 250 words)

Apprentice Start – Existing Staff

Method statement shall include:

- Generating interest in the existing workforce
- Apprenticeship Frameworks & Standards
- Training Provider
- Funding

Content: (Max 250 words)

Apprentice Success – Completion

Method statement shall include:

- Support provided to ensure timely completion of the Apprenticeship

- Career pathways and opportunities available for successful Apprentices
- How Apprentices that are not retained are supported into work upon completion of the Apprenticeship

Content: (Max 250 words)

Job Start - Social Mobility

Method statement shall include:

- Target groups or priorities
- Possible job roles available
- Training and support to retain the job start
- Charities and partner engagement to find suitable candidates

Content: (Max 250 words)

Targeted Placement Positions

Method statement shall include:

- The target group(s) and the method of finding the candidates
- Placement objectives
- Typical length and type of placement

Content: (Max 250 words)

Placement Positions

Method statement shall include:

- The target group(s) and the method of finding the candidates
- Placement objectives
- Typical length and type of placement

Content: (Max 250 words)

Educational Engagement

Method statement shall include:

- The target educational establishments
- Objectives of engagement
- Engagement activities

Content: (Max 250 words)

B) Transport Infrastructure Skills Strategy Diversity and Inclusion Commitments

Indicate what actions you will undertake to work towards meeting the following commitments contained within the Transport Infrastructure Skills Strategy:

- 20% of new entrants to engineering and technical apprenticeships in the transport sector to be women by 2020, and to achieve parity with the working population at the latest by 2030.
- A 20% increase in the number of BAME candidates undertaking apprenticeships by 2020.

This shall include:

- Engagement, attraction, retention and development strategies for candidates from underrepresented groups;
- Details of any programmes you will join or partnerships you will form with external organisations such as charities and employability groups;
- What steps you will take to ensure your recruitment is fair and open.

Content: (Max 250 words)

C) Supply Chain Compliance

If you are using sub-contractors in your work programme, please outline how you will ensure your SLNT requirements will be met through your sub-contractors. This shall include:

- How you will include SLNT considerations in your selection, contracting and management of sub-contractors;
- How you intend to ensure your sub-contractors are aware of appropriate TfL/government support and funding streams for any SLNT activity they will be undertaking towards your stated SLNT outputs;
- How will you facilitate engagement between TfL's Supplier Skills Manager and your supply chain.
- How you will ensure complete and accurate reporting to TfL of supply chain apprenticeship starts and SLNT activity.

Content: (Max 250 words)

D) SLNT Implementation, Monitoring & Co-ordination

What arrangements you will put in place to put the plan into action during the Contract including:

- Describe who will be responsible for implementing, managing and reporting SLNT activity within your company;
- What are the administrative and management arrangements that will be operated in relation to your SLNT activity?
- How will the proposed role/ structure interact with TfL?
- The transfer of knowledge from bid team to the project team;
- Engagement with TfL to develop the agreed SLNT Delivery Plan;
- Appointment of the SLNT Coordinator and establishment of the required administration, management and reporting structure

Content: (Max 250 words)

E) Assumptions, Risks and Support from Supplier Skills Manager (SSM)

Indicate the assumptions made in the creation of this method statement and activity table. Include any anticipated risks and how these will be mitigated.

Provide details of any support that you anticipate requiring from the TfL SSM.

Content: (Max 250 words)

SCHEDULE 12, PART 1 - APPENDIX 3

Initial/Agreed SLNT Plan

INSERT DOCUMENT PROVIDED WITH CONTRACTORS TENDER SUBMISSION

Implementation Plan

1 Contact Information			
TfL Contract		SLNT Coordinator	
Supplier Name		Current Phone Number	
Contract Manager		Contact Email	
TfL Stakeholder/ SRM		Plan Period	
Reporting Requirements			
Supplier Skills Manager		Plan Review Date	
2 Overview and Background			
2.1 Overview: Please provide an overview of the contract/ project to which the SLNT requirements have been applied			
2.2 Method: Please outline how you will deliver your SLNT requirements with particular focus on TfL priority outputs			

2.3 - Forecast Outputs: Please indicate in the table below forecasted SLNT outputs										
	Apprentices						Job Creation	Educational/ Career Support		
	Job Start (FTE)		Workless (FTE)		Existing Staff (FTE)			Completion	Social Mobility (FTE)	Targeted Placement (Days)
	Level 2 - 3	Level 4+	Level 2 - 3	Level 4+	Level 2 - 3	Level 4+				
Previous Year										
June										
July										
August										
September										
October										
November										
December										
January										
February										
March										
April										
May										
June										
Annual Total	0	0	0	0	0	0	0	0	0	0
Future Years										
TOTAL										

2.4 - Milestones: Please detail key milestones related to the delivery of your SLNT outputs	
Milestone 1	Milestone 6
Milestone 2	Milestone 7
Milestone 3	Milestone 8
Milestone 4	Milestone 9
Milestone 5	Milestone 10

2.5 - Partners: Please detail any partner organisations that will assist you in your SLNT delivery (Organisation and Key Contact)	
Partner 1	Partner 6
Partner 2	Partner 7
Partner 3	Partner 8
Partner 4	Partner 9
Partner 5	Partner 10

3. Risks: Please detail any risks and associated mitigation measures for the delivery of your SLNT requirements		
	Risk	Likelihood
1		
2		
3		
4		
5		

4. Communications: Please outline any planned SLNT communication, events or publications (internal and external) and how TfL will be notified	

5. Monitoring: You are required to complete the three monitoring templates attached to this document (Sheet 1, 2 & 3 of this document)	
1. SLNT Monitoring Form - Outlines SLNT Outputs for each reporting period	
2. Job Start/Engagement Monitoring Form	
3. Apprentice Monitoring Form	

6. Sign Off:	
Suppliers SLNT Co-ordinator (Name)	Date
TfL Supplier Skills Manager (Name)	Date
Implementation Plan Review Date	

SCHEDULE 12, PART 1 - APPENDIX 5

Quarterly SLNT Monitoring Report Template

SLNT Reporting Table									
Organisation									
TfL Contract / Project									
Date									
SLNT Reporting Period (Quarter)									
SLNT Activity Area	Priority Output	Annual Target	Annual Forecast	Outputs this Period	Total Outputs to date	Cross Check		Additional Detail / Information	
						SLNT Value	SLNT		
Apprentices (monitoring data to be provided on Sheet 3)									
New Entrant - Level 2-3 (FTE)	Y					1	0		
New Entrant - Level 4+ (FTE)	Y					1.5	0		
Social Mobility - Level 2-3 (FTE)	Y					1	0		
Social Mobility - Level 4+ (FTE)	Y					1.5	0		
Existing Employee - Level 2-3 (FTE)	Y					1	0		
Existing Employee - Level 4+ (FTE)	Y					1.5	0		
Apprenticeship Success (monitoring data to be provided on Sheet 2)									
Completion (FTE)						1	0		
Job Creation (monitoring data for placements to be provided on Sheet 2)									
Social Mobility (FTE)						1	0		
Job Creation (monitoring data to be provided on Sheet 2)									
Targeted Placement Position (Days)						10	0		
Placement Positions (Days)						20	0		
Educational Engagement (Days)						20	0		
						Total SLNT Activity	0		
						Priority Activities	0		
Highlights: Please provide further information on the activities undertaken in this reporting period. This could include a summary of the apprenticeships/job starts delivered, key partners/organisations that you have engaged with, schools/career fairs attended and placements offered.									
Issues / Concerns / Risks: Please highlight any issues that have impacted your SLNT delivery.									

(To be Completed and Submitted with the Quarterly SLNT Monitoring Report)

SLNT Outputs Monitoring Form

Please provide full monitoring information for all SLJT outputs reported in the SLJT Table on Sheet 1 below, excluding apprentice outputs which should be reported on Sheet 3 'Apprentice Monitoring'. Instructions for completion can be found on Sheet 4: Help & Guidance.

[illegible]

¹ Apprenticeships data collection form

If there is more than one Apprenticeship on a contract please add an additional line to reflect this - see example below
Instructions for completion can be found on Sheet 4: Help & Guidance

[illegible]

Part 2 – Equality, Diversity and Inclusion

1. Equality, Diversity and Inclusion

- 1.1 For the purposes of this **Schedule 12 Part 2**, unless the context indicates otherwise, the following expressions shall have the following meanings:

“EDI Action Plan”	means the strategic equality, diversity and inclusion action plan as negotiated and agreed by the Parties and attached to this Part 2 at Appendix 2 ; and
“EDI Policy”	means a written policy setting out how the Contractor will promote equality, diversity and inclusion;
“Minimum Records”	means all information relating to the Contractor's performance of and compliance with this Part 2 and the adoption and implementation of an EDI Action Plan, by each Sub-Contractor and, where applicable, subject to the provisions of paragraph 3.1(B) , indirect subcontractor, of the Contractor.

2. Equality, Diversity and Inclusion Policy

- 2.1 From Contract Commencement Date, the Contractor will provide the Authority with a copy of its EDI Policy. The Contractor will keep its EDI Policy under review throughout the Term of the Contract and will promptly provide the Authority with any such revised EDI Policy once available.

3. Equality, Diversity and Inclusion Action Plan.

- 3.1 Throughout the Term of the Contract, the Contractor will comply with the agreed EDI Action Plan and will procure that each of its Sub-Contractors:
- (A) adopts and implements the EDI Action Plan; and
 - (B) in respect of Indirect Subcontractors, uses reasonable endeavours to procure that those Indirect Subcontractors adopt and implement 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 Authority and set out in the EDI Action Plan.

4. Equality, Diversity and Inclusion Action Plan

- 4.1 For the purposes of this **paragraph 4**, “BAME”, “disabled”, “diversity” and “SMEs” have the meanings set out in **Appendix 1** to this **Part 2**.
- 4.2 Subject to **paragraph 3.1** above, the Contractor will use reasonable endeavours to provide the Authority on the Contract Commencement Date and subsequently every twelve (12) months from that date or such other frequency as the Authority may reasonably request, with the following information:

- (A) an annual report on the Contractor's performance and compliance with the equality, diversity and inclusion provisions as set out in **paragraph 3.1**. The annual report should set out:

- (1) the performance of the Contractor over the past twelve (12) months in relation to the EDI Action Plan;
- (2) employee breakdown: the proportion of its employees engaged in the performance of the Contract to the extent reasonably possible, the employees of its Sub-Contractors or Indirect Subcontractors engaged pursuant to the terms of the relevant subcontracts in the performance of this Contract who are:
 - (a) of non-white British origin or who classify themselves as being non-white British;
 - (b) female;
 - (c) from the local community; and
 - (d) disabled.
- (3) expenditure breakdown: a statement broken down by activity and material type of how they have used and how much has been spent with:
 - (a) Small and Medium Enterprises;
 - (b) BAME businesses;
 - (c) Third-party suppliers from other under-represented or protected groups;
 - (d) third party suppliers demonstrating a diverse workforce composition.

4.3 Progress and approval (where required) of actions will be monitored via quarterly (or as otherwise agreed) progress meetings with the Authority. The Contractor will provide a written update prior to the progress meetings and should request additional meetings (if necessary) with the Authority to discuss progress or seek sign-off for completed actions.

4.4 The Contractor will ensure at all times that it complies with the requirements of the Data Protection Act 2018 (as may be amended) in the collection and reporting of the information to the Authority pursuant to **paragraph 4.2**. The Contractor will not include information identifying an individual in any report and will instead provide such information in aggregate form (including both direct references to individuals and also information which, when used alongside other information, may allow someone to be identified).

5. **Equality, Diversity and Inclusion Audit**

5.1 The Authority or its nominee may from time to time undertake any audit or check of any and all information regarding the Contractor's compliance with this **Schedule 12 Part 2**. The Authority's rights pursuant to this **paragraph 5** will

include any and all documents and records of the Contractor and its Sub-Contractors and, where applicable, subject to the provisions of **paragraph 3.1**, Indirect Subcontractors, and shall include the Minimum Records.

- 5.2 The Contractor will maintain and retain the Minimum Records for a minimum of six (6) years from the termination or expiry of the Contract. The Contractor shall procure that each of its Sub-contractors and, where applicable subject to the provisions of **paragraph 3.1**, Indirect Subcontractors, will maintain and retain records equivalent to the Contractor's Minimum Records for a minimum of twelve (12) years from the termination or expiry of the Contract. The Contractor will procure that each subcontract between it and its Subcontractors and, where applicable, subject to the provisions of **paragraph 3.1**, each subcontract between its Subcontractors and any Indirect Subcontractors of the Contractor, will contain rights of audit in favour of and enforceable by the Authority substantially equivalent to those granted by the Contractor pursuant to this **Part 2**.
- 5.3 The Authority will 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 Contractor and each Sub-Contractor is not, without due cause, disrupted or delayed in the performance of its obligations under the Contract and each relevant Sub-Contract.
- 5.4 The Contractor will promptly provide, and procure that its Sub-Contractors and, where applicable subject to the provisions of **paragraph 3.1** above, Indirect 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:
- (A) granting or procuring the grant of access to any premises used in the Contractor's performance of the Contract or in its relevant Sub-Contractor or Indirect Subcontractor's performance of its subcontract, whether the Contractor's own premises or otherwise;
 - (B) 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 Contractor's or the relevant Sub-Contractor or Indirect Subcontractor's obligations specified in **paragraph 3.1**, wherever situated and whether the Contractor's own equipment or otherwise; and
 - (C) complying with the Authority's reasonable requests for access to senior personnel engaged in the Contractor's performance of the Contract or the relevant Sub-Contractor or Indirect Subcontractor's performance of its subcontract.

6. **Workforce Integration Network (WIN) Inclusive employers toolkit:**²

The Contractor will, within sixty (60) days of the Contract Commencement Date adopt the "commitment" actions in the inclusive employers toolkit, particularly the toolkit's focus on supporting young black men and other under-represented groups into the

²

Note: This drafting may be updated. To be confirmed asap.

workplace. It is suggested this activity is included within the Contractor's EDI Action Plans.

7. Mayor's Good Work Standard

7.1 Within sixty (60) days of the Contract Commencement Date the Contractor shall:

(a) undertake and complete the Good Work Standard self-assessment at the following website:

<https://www.london.gov.uk/what-we-do/business-and-economy/supporting-business/what-mayors-good-work-standard#acc-i-54389>

and

(b) submit the results of the self-assessment to the Authority together with a SMART Action Plan outlining the activities the Contractor proposes to undertake in order to meet the 'Achievement' level of the Good Work Standard.

7.2 The Contractor will take into account any comments or recommendations made by the Authority in respect of the Contractor's proposed SMART Action Plan and the Parties will agree (or failing such agreement the Authority will determine) the final content of the SMART Action Plan within ninety (90) days of the Contract Commencement Date.

For the purposes of this Contract the expression "Agreed SMART Action Plan" means the SMART action plan agreed or determined in accordance with the provisions of this paragraph 7.

8. Gender Neutral Language

8.1 Throughout the Term of the Contract, the Contractor will endeavour to employ gender-neutral language in all communications relating to this Contract, including but not limited to communications with job applicants, employees, apprentices, contractors, customers and members of the public. Gender-neutral language includes avoidance of male or female pronouns and male or female forms of job titles where unnecessary.

SCHEDULE 12, PART 2 - APPENDIX 1

Equality, Diversity and Inclusion Definitions

Definitions and terminology	Meaning
Black Asian and Minority Ethnic (BAME) Groups	Ethnic groups who have a common experience of discrimination based on their skin colour or ethnic origin. Individuals may self-identify in different ways but BAME is the collective term used by the Authority to describe people who may have this range of experiences.
Disability	Physical or mental impairment that has a 'substantial' and 'long-term' negative effect on a person's ability to do normal daily activities.
Diversity	Recognising, respecting and valuing a wide set of differences and understanding that an individual's opportunities are impacted by characteristics beyond those protected by legislation, e.g. class, family background, political views, union membership etc.
Equality	<p>Recognising and respecting differences, including different needs, to ensure that everyone:</p> <ul style="list-style-type: none"> • can live their lives free from discrimination; • knows their rights will be protected; and • has what they need to succeed in life. <p>Equality is about ensuring equality of opportunity by tackling the barriers that some groups face and making London fairer by narrowing the social and economic divides that separate people. The characteristics protected by equality legislation are age, disability, gender, gender reassignment, ethnicity, pregnancy and maternity, religion and/or belief and sexual orientation.</p>
Equality Impact Assessments (EqIA)	As a public body, the Authority is bound by the Public Sector Equality Duty (PSED) under the Equality Act 2010. An EqIA is a tool used to demonstrate that the Authority has met its PSED duties. Like a risk assessment process, an EqIA is a process that helps the Authority to make more inclusive decisions and to make sure that the Authority's programmes, policies, projects and the way the Authority designs, builds and operates services works well for the Authority staff and customers.
Ethnicity	An individual's identification with a group sharing any or all of the following: nationality, lifestyles, religion, customs and language.
Gender	The social differences between women and men that have been learned are changeable over time and have wide variations both within and between cultures. The term is often used to differentiate from 'sex', a term referring to biological differences. It is important to note that some people consider themselves to be 'gender fluid' (someone whose sense of their gender may vary) or 'gender non-binary' (someone who does not wish to be defined as male or female).

Gay	Refers to a man who has a romantic and/or sexual orientation towards men. Also a generic term for lesbian and gay sexuality - some women define themselves as gay rather than lesbian.						
Inclusion	Removing barriers and taking steps to create equality, harness diversity and produce safe, welcoming communities and cultures that encourage innovative and fresh ways of thinking and allow people to speak up, especially to suggest where things could be done better.						
Inclusive Design	Creating environments which everyone can use to access and benefit from the full range of opportunities available, confidently, independently, with choice and dignity, which avoids separation or segregation and is made up of places and spaces that acknowledge diversity and difference, meeting the needs of everyone in society.						
Pay gap	Difference between the average pay of two different groups of people, for example men and women, or groups from different ethnic backgrounds.						
Sexual Orientation	A person's emotional, physical and/or sexual attraction, and the expression of that attraction.						
Supplier Diversity	<p>Diverse suppliers are from one of the following five categories:</p> <p>1. Small and Medium Enterprises (SMEs).</p> <p>A small enterprise is a business which has both 0-49 full-time equivalent employees and either:</p> <ul style="list-style-type: none"> • turnover per annum of no more than £5.6 million net (or £6.72 million gross) in the last financial year; or • balance sheet total of no more than £2.8 million net (£3.36 million gross). <p>A medium enterprise is a business which has both 50-249 full-time equivalent employees and either;</p> <ul style="list-style-type: none"> • turnover per annum of no more than £22.8 million net (or £27.36 million gross) in the last financial year; or • balance sheet total of no more than £11.4 million net (or £13.68 million gross). <p>2. A minority-led business is a business which is 51% or more owned by members of one or more BAME 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 the Authority for monitoring purposes are those taken from the census:</p> <table border="1"> <thead> <tr> <th>Ethnic group</th><th>Racial Origin</th></tr> </thead> <tbody> <tr> <td>White British</td><td>Irish Any other White background</td></tr> <tr> <td>Mixed</td><td>White & Black Caribbean White & Black African White & Asian</td></tr> </tbody> </table>	Ethnic group	Racial Origin	White British	Irish Any other White background	Mixed	White & Black Caribbean White & Black African White & Asian
Ethnic group	Racial Origin						
White British	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
	<p>3. A supplier from an under-represented group which is 51% or more owned by members of one or more of the following groups (where not covered by previous definitions):</p> <ul style="list-style-type: none"> • women; • disabled people; • lesbians, gay men, bisexual people; • trans people; • older people (aged 60 or over); and • younger people (aged 24 or under). <p>4. 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).</p> <p>5. Suppliers demonstrating a diverse workforce composition are those with 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 above.</p>
Trans or transgender	Current terminology for people who do not want to live as the sex they were assigned at birth.
Young adults, children and young people	<p>Young adults are people aged 16 to 24, whether in education or employment.</p> <p>Children and young people can be further subdivided into:</p> <p>i) Young children – those that use the transport network escorted by parents or carers.</p> <p>ii) School children – those, usually aged between 11-16 at secondary school, that use the transport network independently or with members of their peer group.</p>

SCHEDULE 12, PART 2 - APPENDIX 2

Equality, Diversity and Inclusion Action Plan

Insert the Contractors EDI Action Plan

Part 3 – Ethical Sourcing

Definitions

For the purposes of this **Schedule 12 Part 3**, unless the context indicates otherwise, the following expressions shall have the following meanings:

“Ethical Sourcing Plan”: means the Ethical Sourcing Plan as negotiated and agreed by the Parties and attached to this **Part 3** in Table 1.

“Electronics Watch” : means an independent monitoring organisation that helps public sector buyers protect the human rights of electronics workers.

“Electronics Watch Disclosure Approach”: based on Contractors completing the Electronics Watch Disclosure Forms with the location of the manufacturing factories of their key electronics products and components

1. The Authority is committed to ensuring that workers employed in its supply chains in the UK and throughout the world are treated fairly, humanely and equitably. In the course of complying with this Contract, the Contractor will deliver the Works and Services through the rigorous application of high-quality employment practices, lawful employment standards and the recommendations of recognised professional bodies, including the Ethical Trading Initiative's Base Code (2016), as set out in Appendix A to this **Schedule 12 Part 3**, and the Modern Slavery Act (2015). The Contractor will take active measures to ensure that its supply chain is similarly compliant.
2. The Contractor will prepare and deliver to the Project Manager at the Contract Commencement Date an up-to-date Ethical Sourcing Plan setting out the steps it plans to take to ensure that slavery and human rights abuses are not taking place in any of its supply chains or in any part of its business. The plan should include as a minimum: management practices and governance structure; risk assessment and due diligence procedures, including the use of auditing; communication with suppliers and your supply chain; policies / contract requirements; supply chain training and compliance with the Electronics Watch Disclosure Approach.
3. The Contractor will provide their Ethical Sourcing plan in the template set out in this **Schedule 12 Part 3** below (Table 1).
4. Within forty (40) days of the Contract Commencement Date, the Authority's Responsible Procurement Manager and the Contractor will agree an Agreed Ethical Sourcing Plan to deliver on the commitments in the initial Ethical Sourcing Plan. The Agreed Ethical Sourcing Plan will cover the twelve (12) calendar months following the Contract Commencement Date and will be updated on an annual basis throughout the Term of the Contract. Once finalised, the Agreed Ethical Sourcing Plan is to be included as an appendix to this **Schedule 12 Part 3**.
5. The Contractor will, where relevant, train its employees and subcontractors to ensure compliance with paragraphs 2 and 4 above. The Contractor will keep a record of all training completed by its employees and subcontractors to ensure compliance with these paragraphs 2 and 4 above and will make a copy of the record available to the Authority on request.

6. Throughout the Term of the Contract, if the Authority has reasonable cause to believe that the Contractor is not complying with paragraphs 2 and 4 above, then the Authority will notify the Contractor and the Parties will agree an action plan with appropriate timeframes for compliance by the Contractor, such action plan to be agreed by the Parties by no later than thirty (30) days from the date of the Authority's notification to the Contractor 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 will be borne solely by the Contractor.
7. Following agreement of the action plan, the Authority reserves the right to conduct, or require to be conducted, one or more audits, (either itself or via a third-party auditor approved by the Authority) in relation to compliance by the Contractor with the action plan.
8. For the avoidance of doubt, the right of audit contained in this Part 3 will include without limitation the right of the Authority (or an auditor appointed by the Authority) acting reasonably to undertake physical inspections of relevant sites/factories, to conduct interviews with relevant personnel and to inspect relevant documents. The Contractor will co-operate and shall procure that its sub-contractors (as applicable) co-operate with the Authority and the Authority's auditor in relation to all aspects of any audit.
9. The Contractor shall make the audit reports required pursuant to this Part 3 available to the Authority through the Contractor's Ethical Data Exchange ("Sedex"), or an equivalent process.
10. ³The MSAT is a modern slavery risk identification and management tool. This tool has been designed to help public sector organisations work in partnership with suppliers to improve protections and reduce the risk of exploitation of workers in their supply chains. It also aims to help public sector organisations understand where there may be risks of modern slavery in the supply chains of goods and services they have procured.
11. The Contractor will complete the MSAT and, where appropriate, work with the Authority in resolving any issues identified. If the Contractor has previously completed the MSAT for another public sector body, they may share their results with the Authority.
12. The requirement to complete and assess the MSAT at appropriate intervals throughout the Term of the Contract will also form part of the Contract Management process.
13. In addition to completing the MSAT, and depending on the outcome of this assessment, it may be necessary for the Authority to work with the Contractor to undertake a supply chain mapping exercise to have a more informed position of any modern slavery risks within the wider supply chain beyond first tier/prime contractor. Such an exercise may also cover wider compliance with all relevant social, ethical and legal requirements of first tier/prime contractors and their supply chain.

For further information on the MSAT and registration process, please visit:

<https://supplierregistration.cabinetoffice.gov.uk/msat>

Electronics Watch: Disclosure and Verification

14. Within twenty-five (25) Business Days of the date of this Contract (or as soon as reasonably practicable) and free of charge, the Contractor will, by way of a completed Disclosure Form (see Appendix C), inform the Authority and Electronics Watch of:
 - a. the factories where the goods are produced (including their legal names and complete physical addresses);
 - b. the specific products or components produced in each factory.
15. The Contractor will as soon as reasonably practicable notify the Authority and Electronics Watch of any changes to the information provided in its Disclosure Form, of which it becomes aware.
16. Guidance on completing the Disclosure Form can be found in Appendix B - Guidelines for Disclosure of Factories.

Table 1: Template for Ethical Sourcing Plan.

Ethical Sourcing Objective (Examples)	Current Position/Baseline (Examples)	Action/Task	When	Person Responsible	Resource	Measure of Success
Appropriate ethical sourcing policy and procedures in place to comply with the ETI Base Code (or equivalent).	Ethical Sourcing policy has not been reviewed in the last three years.	Review and update ethical sourcing policy.		Head of Ethical Sourcing	Consultation costs	Up-to-date policy and procedures in place
	Ethical Sourcing procedures not aligned to ETI Base Code (or equivalent)	Review and update ethical sourcing procedures.	Within 12 months	Head of Sourcing		
Ensure that those working for the organisation either directly or indirectly are equipped to deliver the organisation's commitment to ethical sourcing in all areas of their activities	There is no specific ethical sourcing training / briefing programme in place although ethical sourcing is covered during induction	Conduct a survey to identify training previously received by staff.		Director of HR	HR provisions	Staff understand how their role can affect labour standards at sites of production.

Modern Slavery Awareness Training	No formal training provided	Roll out toolbox talks to all site staff	Within 6 months	Head of Training		Staff understand how to spot the signs of Modern Slavery on site
Management Practices & Governance Structure	No oversight at present	Modern Slavery Statement (MSS) to be approved by the CEO/Board etc		CEO/MD		MSS published on own website and UK Government portal
Risk Assessment & Due Diligence	Supplier Risk Assessment does not include country of origin as a criteria	Use the https://www.globalslaveryindex.org/ as a data source to rank high risk countries of origin				
Communication with suppliers & supply chain		Develop formal approach to communicate with key suppliers within Contract Management approach	Within 12 months			
Contract Requirements		Draft requirements that flow down the supply chain				
Electronics Watch disclosure		Complete the EW Disclosure Form	Within 25 days	Head of Sourcing		

Appendix A: The ETI Base Code

1.

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 will 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 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 will receive regular and recorded health and safety training, and such training will 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, will be clean, safe, and meet the basic needs of the workers.

1.3.5 The company observing the code will assign responsibility for health and safety to a senior management representative.

1.4 CHILD LABOUR WILL NOT BE USED

1.4.1 There shall be no new recruitment of child labour.

1.4.2 Companies will 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 will 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 will not be permitted nor will 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 will not on a regular basis be required to work in excess of 48 hours per week and will be provided with at least one day off for every 7-day period on average. Overtime will be voluntary, will not exceed 12 hours per week, shall not be demanded on a regular basis and will 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 will 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 will 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 will be prohibited.

1.10 NOTE ON THE PROVISIONS OF THE ETI BASE CODE:

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

1.11 DEFINITIONS

1.11.1 In this Appendix A:

- a) "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 ILO Convention No. 11, the lower will apply.
- b) "Young person" means any worker over the age of a child as defined above and under the age of 18.
- c) "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.

Appendix B

1. Guidelines for Disclosure of Factories

1.1 Within twenty-five (25) Business Days of the Contract Commencement Date:

1.1.1 Identify and disclose the factories where the goods are assembled, and the specific goods assembled in each factory. Contractors must disclose:

- a) Brand-owned production sites, contract manufacturers, electronic manufacturing service providers, and original design manufacturers. In case factories include brand-owned production sites, any additional next tier assembly factories must also be disclosed.
- b) Legal names and the complete physical addresses of the factory production sites.
- c) Product names as near as possible to the product names in the Authority's purchase order. As a minimum the Contractor must identify all factories that make the product line in the purchase order (e.g., the Optimum laptop computer). If possible, the Contractor should identify all factories that make the product model in a purchase order (e.g., Optimum 3000 Small Form Factor G3).

1.2 The Electronics Watch Factory Disclosure Form should be used to provide the information on factories (final assembly and component) and products. Each disclosure is to be marked with both a calendar date and a sequential version number and the Contractor is asked to periodically review the integrity of the list and update accordingly when any changes occur.

2. Component supplier disclosure

2.1 Contractors supplying products to Electronics Watch affiliates will disclose the legal names and the complete physical addresses of the factories that make the main components of specific product models or product lines.

2.2 Electronics Watch defines the main components to be disclosed to Electronics Watch and its affiliates against two criteria:

- a) Value: Components that constitute a significant percentage share of the bought-in cost within the core products' bill of materials. Software should be excluded.
- b) Risk: Components that are known to carry a risk for labour rights, human rights and Occupational Health and Safety violations in the production process.

2.3 Contractors will disclose details relating to at least 10 main components for every product model (or product line) based on a combination of value and risk as detailed above.

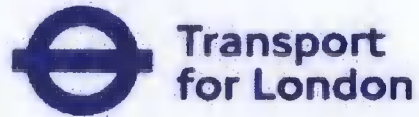
2.4 In the absence of a definitive assessment of value and risk, Electronics Watch suggests that all electronic components for hardware should be taken into account, listed within the following categories:

Electronic Components (Hardware only)

- 2.5. a) Active electronic components
- 2.5. b) Passive electronic components
- 2.5. c) Printed Circuit Board

2.5. d) Servers and storage components.

REDACTED



TRAFFIC TECHNOLOGY CONTRACT (TTC)

LOT 4 (FOUR) – NORTH & CENTRAL

Schedule 13

Business Continuity and Disaster Recovery

Contents

BUSINESS CONTINUITY3

1 Scope and general requirements3

2 Principles and content4

3 The Authority's Right to Inspect4

4 Testing.....5

5 General6

6 Invocation.....8

ANNEX A – BUSINESS CONTINUITY PLAN9

SCHEDULE 13

BUSINESS CONTINUITY

1. Scope and general requirements

1.1 This Schedule covers the Authority's requirements regarding:

- (A) continuity of the provision of the Services by the Contractor to the Authority where one or more events which either separately or cumulatively, result in a failure of, or disruption to, any element of the Services or the Installed Equipment, any circumstance or event which renders, or which the Authority considers likely to render, it necessary or desirable for the Contractor's Business Continuity Plan to be invoked (a "**Service Disruption**") or a Disaster occurs; and
- (B) recovery of the business processes and operations supported by the Contractor where a Force Majeure Event, Service Disruption or Disaster occurs,

(a "**Business Continuity Event**").

1.2 Within thirty (30) days of the Contract Commencement Date, the Contractor will review and update the Business Continuity Plan included in **Annex A** and submit to the Authority for review and approval. The Contractor will amend the Business Continuity Plan so as to incorporate all of the Authority's review comments. The amended Business Continuity Plan will be promptly re-submitted to the Authority for approval and the process contained in this **paragraph 1.2** will be repeated until the Authority approves the draft Business Continuity Plan. The approved draft will become the Business Continuity Plan.

1.3 The Contractor will:

- (A) at all times, maintain and comply with the Business Continuity Plan, and ensure that it is, at all times, able to implement the Business Continuity Plan immediately upon a Business Continuity Event occurring; and
- (B) at least once during each rolling period of twelve (12) months during the Term, update the Business Continuity Plan as reasonably required to reflect any change to this Contract, the Services, Installed Equipment or

any other matters that have occurred since agreement of the last Business Continuity Plan. The approval process set out in **paragraph 1.2** will be followed by the Parties for each update or revision of the Business Continuity Plan.

1.4 Notwithstanding **paragraph 1.3(B)** the Contractor will update the Business Continuity Plan as necessary each time there is a Change to this Contract.

1.5 The Business Continuity Plan will cover each of the Services and Installed Equipment, and there may be more than one plan to support a given Service.

2. **Principles and content**

2.1 The Business Continuity Plan(s) must be designed by the Contractor to ensure that:

(A) in the event of a Relief Event or Excusing Cause (as defined in **Schedule 3 Part 4 Annex M4**) the Contractor will continue to meet the Performance Measures in accordance with **Schedule 4 (Service Level Agreement)** and will adhere to the provisions of **Schedule 3 Part 4 Annex M4** in respect of the Business Continuity Plan;

(B) the Business Continuity Plan(s) comply with Good Industry Practice and the terms of this **Schedule 13**; and

(C) the Services and Installed Equipment will be recovered as soon as possible following a Business Continuity Event.

2.2 Following a Business Continuity Event, the Contractor will implement the Business Continuity Plan in accordance with the timescales set out therein or, where none are set out, promptly and will only cease to follow the Business Continuity Plan if the Authority has expressly agreed in writing that the Contractor may do so.

2.3 The Contractor will ensure that the Business Continuity Plan is updated to the extent necessary in relation to any Change (as defined in **Schedule 7**) or partial termination, including any Step-In and/or Re-allocation by the Authority.

3. **The Authority's Right to Inspect**

The Authority may, at any time during the Term, inspect any systems, premises, personnel, processing, methods, processes or procedures to identify any circumstances which caused or which the Authority (in its absolute discretion) considers likely to cause the Business Continuity Plan to be invoked. The Contractor

will make available all relevant information, data, assistance, facilities, access and personnel in relation to such inspection or circumstances.

4. Testing

4.1 The Contractor will, at no extra cost to the Authority, comprehensively test the Business Continuity Plan:

- (A) at least once in every Contract Year period during the Term;
- (B) each time there is a Change to this Contract; and
- (C) at any other time that the Authority reasonably requires the Contractor to undertake tests of some or all aspects and procedures in the Business Continuity Plan, provided that the Authority gives Contractor not less than ten (10) Business Days written notice of which tests it requires to be undertaken by Contractor and the date on which those tests must take place.

4.2 The Parties may agree in advance the procedures to be used to assess the outcome of each test and the Contractor must comply with the reasonable requirements of the Authority in this regard.

4.3 The Contractor will liaise with the Authority in respect of the planning, testing and review of each test, and must comply with the reasonable requirements of the Authority in this regard. The Authority retains the option to supervise each test, to be agreed in advance with the Contractor.

4.4 The Contractor must, within ten (10) Business Days after the conclusion of each test, provide to the Authority a report setting out:

- (A) the outcome of the test;
- (B) any failures or shortfalls in the Business Continuity Plan (including the Business Continuity Plan's procedures) exposed by the test;
- (C) the Contractor's proposals for remedying any such failures or shortfalls;
- (D) achieved service recovery times; and

- (E) achieved service recovery levels clearly explaining if recovery has been achieved in whole or in part. If in part the report will clearly define what areas of the service recovery have not been achieved.
- 4.5 Following each test, the Contractor must take all measures reasonably requested by the Authority in writing, including requests for the re-testing of the Business Continuity Plan, to remedy any failures or shortfalls in the Business Continuity Plan and that remedial activity must be completed by Contractor at Contractor's cost by the date required by the Authority and set out in the Authority's written request.
- 4.6 For the avoidance of doubt, the carrying out of a test of the Business Continuity Plan (including a test of the Business Continuity Plan's procedures) will not relieve Contractor of any of its obligations under this **Schedule 13**, this Contract or otherwise.
5. **General**
- 5.1 The Contractor will ensure that the Business Continuity Plan complies, as a minimum, with Good Industry Practice including the latest version of the Business Continuity Institute Good Practice Guidelines at the time and is consistent with the Contractor Solution.
- The Contractor agrees that, in determining what constitutes Good Industry Practice, the Authority may provide any information, data or documentation to any Third Party in order to assess Good Industry Practice or whether Good Industry Practice is being complied with pursuant to **paragraph 5.1** and the Authority may, subject to the Contractor's right to dispute any Third Party assessment in accordance with the Dispute Resolution Process, require the Contractor to review and resubmit the Business Continuity Plan based upon that Third Party's assessment of Good Industry Practice.
- 5.2 The Contractor's Business Continuity Plan must cover all eventualities whether resulting from an act or omission of the Contractor or otherwise, including the impact on this Contract arising from changes in Applicable Laws, the occurrence of Force Majeure Events, Service Disruptions or Disasters.
- 5.3 As a minimum, the Business Continuity Plan will:
- (A) set out the objective, scope, and assumptions of the Business Continuity Plan;

- (B) provide detail on how the invocation of the Business Continuity Plan may impact upon the operation of the Services and Installed Equipment and how the Contractor will respond to any such impact;
- (C) provide for documentation of processes, including business processes and procedures that are relevant to the Services and Installed Equipment;
- (D) provide details of all suppliers to the Contractor including any Sub-Contractors not otherwise set out in **Schedule 11**;
- (E) contain a risk analysis detailing the impact on the business processes and operations of different anticipated Service Disruptions and Disasters, and the steps to be taken to remedy the anticipated Service Disruptions and Disasters;
- (F) specify the tests which will be conducted by the Contractor in accordance with **Clause 38.3**;
- (G) include details of the representatives of the Contractor involved in invoking and carrying out the obligations under the Business Continuity Plan (the "**Contractor's Business Continuity Plan Team**") (including roles, responsibilities and contact details); and
- (H) contain a communication strategy including emergency notification procedures.

5.4 Throughout the Term, the Contractor will ensure that as part of its Business Continuity Plan, it has available (or has the ability to obtain at short notice) replacement parts of all items or equipment (including the Equipment) used in the performance of the Services or necessary for performing this Agreement.

5.5 The Contractor will procure that its Sub-Contractors will at all times, maintain adequate and up to date business continuity and disaster recovery plans in respect of the Services performed by them and the people and facilities used to provide them and ensure that such plans operate properly together. On request, the Contractor will provide the Authority with evidence, to the Authority's satisfaction, of the Contractor's compliance with this **paragraph 5.4**.

6. **Invocation**

In the event of a Business Continuity Event, and unless otherwise expressly instructed otherwise by the Authority, the Contractor will immediately communicate the occurrence of the Business Continuity Event to the Contractor's Business Continuity Plan Team and the Contractor's Business Continuity Plan Team will immediately start invoking their respective Business Continuity Plan tasks.

- 6.1 Each time the Business Continuity Plan is invoked, the Contractor will regularly and at least on an hourly basis update the Authority on the Business Continuity Event and progress on recovery.
- 6.2 The Contractor will notify the Authority promptly if there has been a failure or disruption to the Services or Installed Equipment and the Business Continuity Plan cannot, or that Contractor reasonably believes that it cannot:
 - (A) maintain any Service in accordance with the relevant Performance Measures at all times during and after the period of failure or disruption to the Services or Installed Equipment;
 - (B) maintain the business operation of the Authority during and after the period of failure or disruption to the Services or Installed Equipment; or
 - (C) recover the affected Services or Installed Equipment with no loss of Data (as such Data relates to the Services) and with the integrity of all such Data preserved.

Annex A – Business Continuity Plan

CONTRACTORS TENDER SUBMISSION - ATTACHED

REDACTED



TRAFFIC TECHNOLOGY CONTRACT (TTC)

LOT 4 (FOUR) – NORTH AND CENTRAL

Schedule 14

Contractor Solution

SCHEDULE 14
CONTRACTOR SOLUTION

REDACTED