

SCHEDULE 15

Responsible Procurement

Electronics Watch Contract Conditions for Supply Contracts

Part I: Contract Conditions

Introductory provisions

1. The terms reflect the requirements of the UN Guiding Principles on Business and Human Rights (UNGP), which require human rights due diligence by business enterprises to identify and assess any actual and potential human rights impacts with which they may be involved through their business relationships, to take appropriate action (according to their leverage) to prevent and mitigate adverse human rights impacts, to account for how they address their human rights impacts, and to provide for remediation. In accordance with EU procurement law, these terms are linked to the subject-matter of the contract (the Goods supplied) as they relate to the production conditions and trading conditions of the Goods, along with provisions concerning the verification and enforcement of those production and trading conditions.
2. Stichting Electronics Watch Foundation, whose registered office is Sarphatistraat 30, 1018 GL Amsterdam, The Netherlands ("Electronics Watch") co-operates with the Contracting Authority and other public authorities to achieve efficiencies in socially responsible public procurement. Electronics Watch carries out independent third-party verification of the Supplier's performance of these terms on behalf of the Contracting Authority, and the Supplier is therefore required to provide certain verification information directly to Electronics Watch. Electronics Watch may also engage with the Supplier on behalf of the Contracting Authority to encourage compliance with these terms without recourse to formal measures, such as through an escalation procedure and the application of sanctions.
3. For the purposes of this Schedule:
 - "Contracting Authority" means TfL
 - "Code" means the Electronics Watch Code of Labour Standards, contained at Part III to these conditions;
 - "Factory" means an assembly factory in which any of the Goods are assembled or a component supplier factory in which the electronic components used in the assembly of any of the Goods are produced;
 - "Goods" means the Equipment and the Alternative Equipment and any other ICT goods provided or used by the Supplier in the performance of its

obligations under the Agreement (including goods that are supplied only temporarily as part of a service contract);

"Socially Responsible Trading Conditions" means trading conditions under which it is feasible for the Goods to be produced in compliance with the Electronics Watch Code of Labour Standards; and

"Sub-supplier" means any of the Supplier's suppliers, sub-suppliers and suppliers in further tiers in the supply chain involved in the production or provision of the Goods.

Interpretation

Where the Supplier is required to exercise its leverage to achieve an outcome, this means the Supplier shall:

- use any bargaining power which it has over its Sub-suppliers to try to achieve the outcome;
- use any relevant existing contractual rights it has against its own Sub-suppliers to try to achieve the outcome;
- when entering into new contracts with its Sub-suppliers, use bidding criteria and introduce terms with a view to achieving the outcome (for example, terms mirroring the relevant obligations in the Electronics Watch terms);
- provide commercial incentives for Sub-suppliers—for example, price, volume, and long-term business—to achieve the outcome;
- present a unified voice to Sub-suppliers by ensuring that purchasing staff or agents integrate the same message on health and safety and labour rights as those responsible for labour rights and safety compliance, and
- take effective steps to build the capacity of its Sub-suppliers to meet the outcome; and so far as is legally possible, collaborate with other buyers or otherwise attempt to increase its leverage so that it is able to achieve the outcome.

Supplier's Obligations

Due Diligence

4. The Supplier shall identify and mitigate the risk of potential breaches, remedy actual breaches, and prevent recurrence of breaches of the standards contained in the Code in the production of the Goods ("Due Diligence"). This means that the Supplier:

- shall procure the Goods using Socially Responsible Trading Conditions, and
- shall exercise its leverage to prevent its Sub-suppliers from contributing to or causing breaches of the Electronics Watch Code of Labour Standards in the production of the Goods, and to cause them to co-operate and engage with Electronics Watch in remedying and preventing breaches, for example by implementing a compliance plan designed by Electronics Watch.

Where there are many Sub-suppliers that may contribute to breaches of the Code, and it would be overly burdensome for the Supplier to exercise its leverage over all of these Sub-suppliers, the Supplier may agree with the Contracting Authority that it will prioritise the most significant Sub-suppliers (taking into account both the volume of business and the risk of breach of the Code).

5. The Supplier shall, within 20 days of the Commencement Date or as agreed with the Contracting Authority, prepare a Supplier Compliance Plan documenting its Due Diligence. The Supplier Compliance Plan shall contain the following information:

- a. Identify Risks of Breach

The Supplier shall identify actual and potential breaches of the Code in the production of the Goods and shall exercise its leverage to obtain accurate and full information about actual and potential breaches.

- b. Prevent Breaches: Socially Responsible Trading Conditions

The Supplier shall demonstrate how it will establish Socially Responsible Trading Conditions, and in particular how it will ensure that it does not:

- pay a price for the Goods at which it is not feasible for the Goods to be produced in compliance with the Code; or
- demand a delivery schedule under which it is not feasible for the Goods to be produced in compliance with the Code's provisions on working hours and overtime.

- c. Prevent and Remedy Breaches

So that the Supplier's leverage over its Sub-suppliers can be objectively assessed, the Supplier shall report the approximate overall volume of business between the Supplier and its Sub-suppliers, and the approximate length of the business relationship between the Supplier and its Sub-suppliers.

The Supplier Compliance Plan shall consider which practices of the Supplier's Sub-suppliers may contribute to or cause breaches of the Code in the production of the Goods. For example, the Supplier's own Sub-suppliers may fail to pass on the benefit of the Socially Responsible Trading Conditions, so that it is not feasible for the Goods to be produced in compliance with the Code, or the Factories may not produce the Goods in compliance with the Code despite it being feasible for them to do so.

The Supplier Compliance Plan shall report how the Supplier will exercise its leverage to address practices of its Sub-suppliers that may contribute to or cause breaches of the Code in the production of the Goods. Where an actual breach is identified, the Supplier shall document the steps it will take to remedy the breach expeditiously, and how its proposed method of remedying

the breach will compensate affected workers completely for any detriment they have suffered as a result of the breach.

Where the Supplier proposes to prioritise certain Sub-suppliers in the exercise of its leverage, it shall justify how it has selected these Sub-suppliers as the most significant Sub-suppliers (in terms of volume of business and risk of breach of the Code).

Verification

6. Within 30 days of the date of the Agreement, the Supplier shall disclose to the Contracting Authority, and the Contracting Authority shall, at its sole discretion, be entitled to disclose to Electronics Watch, the Factories where the Goods are produced, the specific products or components produced in each Factory, and any audit reports relating to the Factories written within the previous 36 months which it is able to discover and obtain through enquiries, using the Disclosure Form at Part II. The Supplier shall immediately disclose to the Contracting Authority any changes to the information provided in its Disclosure Form, which it becomes aware of. The Supplier shall make enquiries every six months into whether any further audit reports relating to the Factories have been undertaken.
7. Every 6 months during the term of the Agreement, the Supplier shall make a detailed report on the implementation of its Supplier Compliance Plan to the Contracting Authority, and shall provide an updated version of the Supplier Compliance Plan (as necessary).
8. The Supplier shall exercise its leverage to obtain the following types of access for Electronics Watch's independent monitors at the Factories:
 - a. Announced visits to the Factory premises, including:
 - visits to all relevant work floors, hostels, and dormitories;
 - worker interviews without the presence of supervisors or management;
 - examination of relevant factory records, including:
 - collective bargaining agreements;
 - personnel records,
 - records of working hours and wages paid;
 - records of social security payments, pension contributions, and holiday pay;
 - grievance procedures;
 - disciplinary log books;
 - health and safety policies; and
 - other relevant factory records.
 - b. Unannounced visits to the Factories following notification that a visit will take place during a specified four-week period (including the same types of access listed above).

Transparency and accountability

9. The Supplier shall agree (and does now agree) to the following information being made available:

a. To the general public:

- the identities of the following and the fact that they supply Goods to the Contracting Authority: the Factories (including their names and addresses), the brand manufacturers, and the Supplier; and
- Electronics Watch monitoring reports, but only after the Supplier has had a reasonable opportunity to review and address the findings of the monitoring reports.

b. To all Electronics Watch affiliates:

- Electronics Watch's investigatory data, risk analysis and monitoring reports;
- the names and value of the Goods made in the specific Factories listed and supplied to affiliates.

c. To any Electronics Watch affiliates who are also supplied with Goods from the Factories:

- the fact that the Supplier has been required to engage in an escalation process to address apparent breaches of its obligations.

13. The Supplier shall exercise its leverage to obtain any legally necessary consents to the transparency.

14. Information provided by the Supplier under these terms will only be used and shared as set out in these terms, and will not be otherwise disclosed by the Contracting Authority unless it is required to make the disclosure by law. If the Contracting Authority is required by law to make a disclosure of information provided by the Supplier, the Contracting Authority will as soon as reasonably practicable and to the extent permitted by law notify the Supplier of the full circumstances of the required disclosure, including the relevant law and/or regulatory body requiring the disclosure and the information to which such disclosure would apply.

Where information provided by the Supplier is shared with third parties (such as monitors and other affiliates, to enable them to support verification), the third parties will be required to undertake not to make any onward disclosure or alternative use of the information.

Engagement and Escalation

Escalation Process

15. Where the Supplier appears to have failed to perform a necessary step or to exercise its leverage, the Supplier shall (if required) collaborate with the Contracting Authority to allow the Contracting Authority to determine whether it has failed to perform its obligations under these terms, and how any failure may be corrected without immediate recourse to contractual sanctions.
16. Where the Supplier has breached any of its obligations under these terms, and the Contracting Authority considers that the breach is sufficiently serious, the Contracting Authority may terminate the Agreement by notice in writing to the Supplier.
17. Any disagreement between the Supplier and the Contracting Authority with regard to this Schedule, the parties' obligations under it and the effectiveness or otherwise of their performance thereof, shall be resolved in accordance with **clause 46** (Law and Dispute Resolution) of the Agreement.

Part II: Disclosure Form

Agreement information

Parties to the Agreement	Transport for London and Tait Limited
Term of Agreement	Ten Years
Value of Agreement	REDACTED
Subject matter of contract	Supply of a digital mobile radio system and associated services across TfL's bus network to replace the existing analogue radio system.
Brands of products supplied	Tait Kontron (Servers) Cisco (Switches)

Factories in which Goods assembled or in which electronic components of Goods produced

Factory name	Tait Limited
Address Line 1	
Address Line 2	558 Wairakei Road
City	Christchurch
State/Province	
Country	New Zealand
Postal code	
	Further detail to be provided as a part of supplier compliance program plans

Electronics Watch Contact Person

Please provide the contact details of the individual/s within the Supplier who will bear primary responsibility for monitoring and ensuring compliance with the Electronics Watch contract terms, and with whom Electronics Watch or the Contracting Authority should contact in the first instance in relation to contract matters.

Name:	REDACTED
Job title:	REDACTED
Email address:	REDACTED
Telephone number:	REDACTED
Fax number:	n/a

Declaration

The Supplier declares that the information contained within the Disclosure Form is complete and accurate. The Supplier acknowledges that the provision of false information may expose it to sanctions under the Agreement.

Part III: Electronics Watch Code of Labour Standards

Introduction

This Code sets out standards for the production of Goods. To be in compliance with this Code, the Supplier shall ensure that the Goods are produced under conditions that comply with all the listed standards. This means:

- where the standards relate to the rights and conditions of workers, the Goods shall be produced by workers who benefit from all of those rights and conditions;
- where the standards relate to workplaces, the Goods shall be produced in workplaces that meet all of these standards.

Workers are involved in the production of Goods, for the purposes of this Code, if they have any involvement, however slight, in the assembly of the Goods or the production of the electronic components from which the Goods are assembled.

Standards

1. Domestic Labour Standards

Goods shall be produced in compliance with all applicable domestic labour law. Domestic labour law includes international standards that are applicable to employers under domestic law. Relevant applicable domestic labour law includes (but is not limited to) laws regulating:

- Health and safety;
- Wages and benefits, including overtime compensation;
- Hours of work, public holidays and leave;
- Discipline, violence, harassment and abuse;
- Contracts for both short-term and long-term workers;
- Freedom of association and collective bargaining;
- Prohibition of forced labour;
- Prohibition of child labour;
- Prohibition of discrimination;
- Social security; and
- Environmental protections.

2. International Labour Standards

Goods shall be produced in compliance with the following international labour standards:

- ILO Core Conventions (ILO No. 29, 105, 87, 98, 100, 111, 138 and 182);
- ILO Conventions No. 1, 95, 102, 115, 119, 120, 131, 135, 136, 139, 148, 155, 158, 161, 162, 170, 174, 183, 187;
- ILO Recommendations No. 35, 90, 111, 131, 135, and 143;

- Articles 23 of the United Nations Universal Declaration of Human Rights
- Article 32 of the United Nations Convention on Rights of the Child

3. Conflict between domestic and international standards

Whenever international and domestic standards differ the standard that affords the greater protection for workers shall apply, except that this Code does not require the performance of an act that violates a domestic law in a country of production. In particular, international standards shall be honoured by:

- permitting all activities related to freedom of association that are not prohibited by domestic law, and
- avoiding practices that violate international standards unless a practice is mandated by domestic law.

Examples of Violations

4. Employment is freely chosen

The production of the Goods shall not involve:

- 4.1. Use of bonded labour. Examples of non-compliance include, but are not limited to requiring payment of a debt to the employer or a third party in order to leave employment.
- 4.2. Abuse of prison labourers. Examples of violations include, but are not limited to:
 - 4.2.1. Using a prisoner for work without that prisoner's consent.
 - 4.2.2. Treating prisoners less favourably than non-prisoners with respect to wages, hours of work, or health and safety protections.
- 4.3. Prevention of a worker from freely leaving employment or a workplace. Examples of non-compliance include, but are not limited to:
 - 4.3.1. Preventing a worker from voluntarily leaving a workplace, including dormitories and the Factory area.
 - 4.3.2. Locking any exits of a workplace or dormitory.
 - 4.3.3. Refusing to return any personal document to a worker upon request.
 - 4.3.4. Using or threatening to use violence, deportation, visa cancellation, immigration action or arrest to force a worker to work.
- 4.4. Use of economic coercion in conjunction with forced overtime. Examples of non-compliance include, but are not limited to:
 - 4.4.1. Requiring overtime work in order for a worker to make a legally mandated minimum wage.
 - 4.4.2. Compelling a worker to work hours beyond legal limits by threatening to terminate employment or eliminate overtime hours.

5. Freedom of association and the right to collective bargaining

The workers involved in the production of the Goods shall enjoy freedom of association and the right to collective bargaining. Examples of violations include, but are not limited to the following.

- 5.1. Interference with a workers' organization or its efforts to organize workers. Examples of non-compliance include, but are not limited to:
 - 5.1.1. Promoting the formation of a workers' organization to compete against an existing workers' organization.
 - 5.1.2. Interfering with, manipulating or controlling a workers' organization.
 - 5.1.3. Limiting the freedom of workers to meet without management present.
 - 5.1.4. Restricting access of workers' representatives to workers in the workplace.
- 5.2. Discrimination against a member of a workers' organization. Examples of non-compliance include, but are not limited to:
 - 5.2.1. Using membership in, or activities with, a workers' organization as a factor when making hiring decisions.
 - 5.2.2. Using a blacklist of members of a workers' organization to ensure that they are not employed.
 - 5.2.3. Offering or providing any incentive to workers to keep them from joining, or participating in the activities of, a workers' organization.
 - 5.2.4. Threatening, intimidating or harassing workers who join, or participate in the activities of, a workers' organization.
- 5.3. Refusal to bargain collectively in good faith on any issue or fail to implement any term in a collective bargaining agreement. Examples of non-compliance include, but are not limited to:
 - 5.3.1. Refusing to bargain collectively.
 - 5.3.2. Limiting the issues that can be negotiated during collective bargaining.
 - 5.3.3. Failing to implement any provision of a collective bargaining agreement in force.
 - 5.3.4. Employer "protection contracts" that do not provide workers with significant monetary and non-monetary benefits beyond those already required by law and prevent workers from benefitting from collective bargaining.
- 5.4. Interference with a strike by workers or retaliate against any worker for striking. Examples of non-compliance include, but are not limited to:
 - 5.4.1. Hiring new workers to replace striking workers.
 - 5.4.2. Punishing any worker for participating in a strike.
 - 5.4.3. Failing to reinstate all eligible workers after striking.
 - 5.4.4. Using security guards, the police or armed forces to break up a peaceful strike or to arrest any striking worker.

6. No discrimination in employment

Discrimination shall not be used in the selection of the workforce involved in the production of the Goods. The workers involved in the production of the Goods shall not be discriminated against.

- 6.1. Examples of violations include, but are not limited to the following.
 - 6.1.1. Recruiting in a way that expresses a discriminatory preference.
 - 6.1.2. Discrimination in a decision regarding: hiring, conditions of work, pay,

- benefits, opportunities for promotion, access to training, retirement, termination, or any other aspect of the employment relationship.
- 6.1.3. Harassing a worker in a way that discriminates, including sexual harassment.
- 6.1.4. Requiring a worker to undergo a pregnancy test or to use contraception.
- 6.1.5. Paying migrant workers lower wages or less benefits or otherwise discriminate against migrant workers.
- 6.1.6. Using student workers, interns, and apprentices and thereby avoiding obligations of labour and social security laws and regulations arising from regular employment relationships and paying less than the entry level wage for regular workers.

6.2. For purposes of this section, "discriminate" means to treat a worker differently based on that worker's age, gender, race, colour, origin, religious affiliation, political affiliation, sexual orientation, membership in a union or other workers' organisation, nationality, social origin, pregnancy, or handicaps during any phase of employment.

7. No exploitation of child labour

Child labour shall not be exploited in the production of the Goods. Examples of violations include, but are not limited to the following.

- 7.1. Failure to keep adequate records of workers under 18 years of age.
Examples of non-compliance include, but are not limited to:
 - 7.1.1. Failing to verify the age of a worker appearing to be under 18 years of age with available documentation.
 - 7.1.2. Failing to keep a registry of all workers under 18 years of age.
- 7.2. Employing a worker under 18 years of age in a way that is hazardous to health, safety or morals. Examples of non-compliance include, but are not limited to:
 - 7.2.1. Allowing a worker under 18 years of age to work overtime or at night.
 - 7.2.2. Allowing a worker under 16 years of age to do physically hazardous work.
 - 7.2.3. Allowing a worker between 16 and 18 years of age to do physically hazardous work without adequate safety training.
 - 7.2.4. Frequently shouting at, insulting, or hitting a worker under 18 years of age.
 - 7.2.5. Employ any worker under 15 years of age or the age of completion of compulsory schooling, except as allowed by domestic law.

8. No excessive working hours

Workers involved in the production of the Goods shall not be required to undertake excessive working hours.

- 8.1. Examples of violations include, but are not limited to the following.
 - 8.1.1. Requiring workers to work in excess of 48 hours per week on a regular

basis.

- 8.1.2. Requiring workers to work more than six days in a row without at least 24 consecutive hours off.
- 8.1.3. Compelling non-voluntary overtime work.
- 8.1.4. Allowing voluntary overtime work in excess of 12 hours per week.
- 8.1.5. Failure to compensate overtime at a premium rate.

9. Safe and healthy working conditions

The Goods shall be produced under safe and healthy working conditions, in compliance with domestic and international labour standards. The Goods shall be produced in Factories that maintain effective occupational health and safety (OHS) programs in the following three areas: comprehensive OHS programs; identification, evaluation, and control of health and safety hazards; and worker participation in the development, implementation, and verification of OHS programs.

9.1. Examples of violations include, but are not limited to the following.

- 9.1.1. Failing to maintain a written occupational health and safety management system;
- 9.1.2. Failing to maintain an effective emergency action plan to respond to natural disasters and industrial incidents, including explosions and fires;
- 9.1.3. Failing to evaluate and control specific health and safety hazards for women;
- 9.1.4. Failing to maintain accurate statistics of occupational injuries, illnesses, and fatalities at the facility;
- 9.1.5. Failing to evaluate and control hazards from factory buildings, machinery, equipment, tools, and production processes;
- 9.1.6. Failing to evaluate and control hazards from electrical equipment and installations;
- 9.1.7. Failing to evaluate and control hazards from chemical, physical, and biological agents;
- 9.1.8. Failing to safely store, treat, and dispose of chemicals and other hazardous materials;
- 9.1.9. Failing to ensure that each chemical used or stored in the facility that appears on a hazardous substances inventory list, has an individual Safety Data Sheet with hazard information, and providing this information to all exposed workers;
- 9.1.10. Failing to ensure that buildings and structures are safe and healthful facilities, including required lighting, ventilation and air conditioning.
- 9.1.11. Failing to ensure that required personal protective equipment is provided and used when hazards cannot be controlled by engineering and administrative controls.
- 9.1.12. Failing to ensure that workers are provided with understandable information, and participate in regular comprehensive trainings related to the specific hazards to which they are exposed;
- 9.1.13. Failing to ensure that workers participate in factory-level health and safety committees, and are provided with the training, authority and paid release time necessary for them to effectively perform assigned committee tasks;

- 9.1.14. Failing to ensure that workers are able to exercise their right to refuse dangerous and unhealthy work without reprisal or discrimination by their employer.

10.No abusive termination of employment

The workers involved in the production of the Goods shall not have their employment terminated unless there is a valid reason for such termination based on the capacity or conduct of the worker or on the operational requirements of the Factory.

- 10.1. Examples of violations include, but are not limited to the following. A worker's employment shall not be terminated because the worker:
- 10.1.1. Is a member of a workers' organisation, participates in activities of a workers' organisation outside working hours or, with the consent of the employer, within working hours;
 - 10.1.2. Seeks office as, or acts or has acted in the capacity of, a workers' representative;
 - 10.1.3. Files a complaint or participates in proceedings against an employer involving alleged violations of laws or regulations or recourse to competent administrative authorities;
 - 10.1.4. Identifies as a particular race, colour, sex, sexual orientation, marital status, religion, political persuasion, national extraction or social origin
 - 10.1.5. Is pregnant or has certain family responsibilities;
 - 10.1.6. Is absent from work during maternity leave;
 - 10.1.7. Is temporarily absent from work because of illness or injury.

11.Legal wages

The Goods shall be produced by workers who receive the remuneration to which they are legally entitled.

- 11.1. Examples of non-compliances include but are not limited to:
- 11.1.1. Payment of wages and benefits to workers that are less than those defined in applicable domestic laws, including those relating to minimum wages, overtime hours and benefits.
 - 11.1.2. The use of wage deductions as a disciplinary measure or for reasons not provided for by domestic law without the express permission of the worker concerned
 - 11.1.3. Failure to provide a worker complete and accurate written information about employment conditions in respect to wages before beginning of employment.
 - 11.1.4. Failure to provide pay slips with all legally required information, including details of the gross wages for the pay period and the taxes and any other deductions for the pay period concerned.
 - 11.1.5. Failure to provide a worker with a legally required permanent contract.

12.Living wages

The Goods shall be produced by workers who receive a living wage.

- 12.1. For the purposes of the Code a "living wage" means a "take home" or "net" wage (excluding any taxes, bonuses, allowances, or overtime wages) earned during a country's regular legal maximum work-week (not exceeding 48 hours), which is sufficient to pay for the basic needs (housing, energy, nutrition, clothing, health care, education, potable water, childcare, and transportation) of a family of four people, and includes an additional 10% of the cost of basic needs as discretionary income.

SCHEDULE 16

TFL POLICIES

1. GENERAL

This **Schedule 16** sets out the TfL policies for the purpose of **Clause 19** as at the Commencement Date of the Agreement and as may be amended and/or extended from time to time by TfL.

1. Third Party Cyber Security Policy
 2. Anti Fraud and Corruption Policy
 3. TfL Health, Safety and Environment Policy
 4. Bullying and Harassment Policy and Procedure
 5. Safety and Wellbeing Policy (including Alcohol at Work Policy)
 6. TfL Code of Conduct
 7. Surface Transport Resilience Management Policy
 8. TfL Risk Management Policy
 9. Responsible Procurement Policy
 10. Ethical Sourcing Policy
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SCHEDULE 17

Agreed Equality Policy

1. Scope

This **Schedule 17** sets out the provisions with regards to the responsible procurement themes of equality and supplier diversity training, ethical sourcing and environmental management. A list of TfL's equality and diversity definitions can be found in **Appendix 1** of this **Schedule 17**.

Equality and Supplier Diversity

2. Compliance

2.1 Without limiting any other provision of this Agreement, the Supplier shall, in relation to the Services:

2.1.1 not unlawfully discriminate; and

2.1.2 procure that the Supplier's Personnel do not unlawfully discriminate,

within the meaning and scope of the Equality Act 2010 (the "**Equality Act**") and any other relevant legislation in force from time to time relating to discrimination in employment.

3. The General Equality Duty

3.1 The Supplier acknowledges that under section 149 of the Equality Act TfL is under a duty to have due regard for the need to, amongst other things:

3.1.1 eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by or under the Equality Act;

3.1.2 advance equality of opportunity between people who share a relevant protected characteristic and persons who do not share it; and

3.1.3 foster good relations between people who share a relevant protected characteristic and persons who do not.

3.2 As at the Commencement Date, the nine (9) protected characteristics as set out in the Equality Act are: (i) age; (ii) disability; (iii) gender reassignment; (iv) marriage and civil partnership; (v) pregnancy and maternity; (vi) race; (vii) religion and belief; (viii) sex; and (ix) sexual orientation.

3.3 In the performance of this Agreement, the Supplier shall, and shall procure that its Sub-Contractors shall, assist and co-operate with TfL to the greatest extent possible in satisfying this duty.

3.4 TfL's workplace harassment policy (the "**Workplace Harassment Policy**") as updated from time to time and notified to the Supplier requires TfL's own personnel and those of its contractors to comply fully with the Workplace Harassment Policy to eradicate harassment in the workplace. The Supplier shall:

3.4.1 ensure that the Supplier's Personnel, and those of its Sub-Contractors who are engaged in the performance of this Agreement are fully conversant with the requirements of the Workplace Harassment Policy;

3.4.2 fully investigate allegations of workplace harassment in accordance with the Workplace Harassment Policy; and

- 3.4.3 ensure that appropriate, effective action is taken where harassment is found to have occurred.

4. **Diversity Training Plan**

- 4.1 The initial Diversity Training Plan (as set out at **Appendix 2** of this **Schedule 17**) shall be submitted by the Supplier for approval by TfL within twenty (20) Business Days of the Commencement Date or such other period specified in the Project Plan.
- 4.2 Once approved, the Supplier shall comply with the Approved Diversity Training Plan in relation to all of the Supplier's Personnel and shall procure that each of its Sub-Contractors adopts and implements a diversity training plan in respect of their personnel engaged in relation to the performance of this Agreement which is at least as extensive in scope as the Approved Diversity Training Plan.

5. **Monitoring And Reporting**

- 5.1 Subject to **paragraph 5.2**, the Supplier shall provide to TfL on the Commencement Date and subsequently every twelve (12) months thereafter (or at such lesser or greater intervals as determined by TfL acting reasonably and notified to the Supplier) the following information:
- 5.1.1 the proportion of Supplier's Personnel and, to the extent reasonably possible, the personnel of its Sub-Contractors and indirect sub-contractors engaged pursuant to the terms of the relevant sub-contracts in the performance of this Agreement, who are:
- 5.1.1.1 female;
- 5.1.1.2 of non-white British origin or who classify themselves as being non-white British;
- 5.1.1.3 from the local community; and/or
- 5.1.1.4 disabled; and
- 5.1.2 the proportion of its sub-contractors and indirect sub-contractors that are small or medium enterprises and/or black and minority ethnic businesses (BMEs).
- 5.2 The Supplier shall ensure at all times that it, its sub-contractors and its indirect sub-contractors comply with the requirements of the Data Protection Act 1998 (as may be amended) in the collection and reporting of the information to TfL pursuant to **paragraph 5.1**.
6. **Diversity Infractions**
- 6.1 If the Supplier or any of its sub-contractors commits a Diversity Infraction, TfL shall be entitled (but shall not be obliged) to:
- 6.1.1 without prejudice to any other right or remedy it might have under this Agreement and where a Diversity Infraction is committed by the Supplier, serve written notice upon the Supplier identifying in reasonable detail the nature of the Diversity Infraction and the Supplier shall cease committing and remedy such Diversity Infraction within thirty (30) calendar days of receipt of such notice (or such longer period as may be specified by TfL in the notice); or
- 6.1.2 where the Diversity Infraction is committed by a sub-contractor of the Supplier, serve written notice upon the Supplier identifying in reasonable detail the nature of the Diversity Infraction, and the Supplier shall procure that the relevant sub-contractor ceases committing and remedies the Diversity

Infraction within thirty (30) calendar days of receipt by the Supplier of such notice (or such longer period as may be specified by TfL in the notice).

- 6.2 If the Supplier fails to procure the remedy of any Diversity Infraction referred to in **paragraph 6.1**, TfL may (in its sole discretion) serve a further written notice upon the Supplier and within thirty (30) calendar days of receipt of such further notice (or such longer period as may be specified by TfL in the notice);

6.2.1 the Supplier shall terminate the engagement of its sub-contractor under the relevant sub-contract and procure performance of the affected works or services by another sub-contractor and TfL may, in its sole discretion, require that the Supplier provides evidence to substantiate such sub-contractor's compliance with the obligations specified in **paragraphs 2 to 5** of this **Schedule 17**. The termination of any sub-contract pursuant to this paragraph shall not operate so as to relieve the Supplier from the performance of any of its obligations under this Agreement,

6.2.2 exercise termination rights as per **clause 31** in whole or in part.

7. **Equality and Diversity Audit**

- 7.1 TfL (or such Third Party as may be nominated by TfL) may undertake an audit of any and/or all information relating to the Supplier's and its Sub-Contractors and/or indirect sub-contractor's compliance with **paragraphs 2 (Compliance) to 5 (Monitoring And Reporting)**, of this Schedule in accordance with **clause 23 (Records, Audit and Inspection)**.

Ethical Sourcing

8. **Introduction to Ethical Sourcing**

- 8.1 TfL is committed to ensuring that workers employed in its supply chains throughout the world are treated fairly, humanely and equitably. In the course of complying with this Agreement, the Supplier shall comply with and shall procure that its sub-contractors (as applicable) comply with those principles of the Ethical Trading Initiative (ETI) Base Code as are detailed in **Appendix 3** of this **Schedule 17**, or an equivalent code of conduct (the "**Ethical Sourcing Principles**") in relation to the provision of the Services.
- 8.2 As soon as practicable following the Commencement Date the Supplier shall be registered with an ethical supplier database, such as SEDEX (Supplier Ethical Data Exchange). The Supplier agrees that for the Term, it shall permit and enable TfL to have access to the information relating to the Supplier that subsists in such ethical supplier database.
- 8.3 The Supplier shall conduct risk analysis of (i) human rights issues, and (ii) labour conditions, of the supply chains used in the fulfilment of this Agreement, and shall agree with TfL a process for managing high-risk supply chains. This may include where appropriate the carrying out of social audits and the agreement of corrective action plans.
- 8.4 During the course of this Agreement, if TfL has reasonable cause to believe that the Supplier is not complying with any of the Ethical Sourcing Principles, TfL shall notify the Supplier and the parties shall agree an action plan with appropriate timeframes for compliance by the Supplier (the "**Action Plan**"), such Action Plan to be agreed by the parties by no later than twenty (20) Business Days from the date of TfL notifying the Supplier that remedial action is required or such other period as the parties may otherwise agree in writing. The costs of the creation and implementation of the Action Plan shall be borne by the Supplier.
- 8.5 During the course of this Agreement, TfL has the right to request the Supplier to carry out one or more audits in accordance with **clause 22 (Records, Audit and Inspection)** to verify whether the Supplier is complying with the Ethical Sourcing Principles (or any associated Action Plan).

Commitment to Strategic Labour Needs and Training

Tait has committed to the SLNT Plan based upon a works and installation package value of approximately £3million. The remainder of the contract value is based upon equipment, which is manufactured overseas and therefore assumed it cannot be in scope. Tait's commitment is based upon the assumption that the workforce plan consists of a total headcount of 20 personnel, throughout Tait and its supply chain, carrying out technical and non-technical duties in London and the Home Counties. As we have a very experienced workforce, Tait can engage 25% of its requirement as apprentices – either existing staff or new recruits. The assumption is also made that Tait and its supply chain engages its recruits directly, with assistance from TfL in terms of opportunity for potential talent pools and support with public sector funding potential and implementation of an integrated programme of approved apprentice training and education consultants. Tait assumes that it will not be subject to additional borough redeployment or local targets, as well as TfL responsible procurement commitments. If work volumes change, then the workforce plan changes too and these commitments will be reviewed accordingly. School engagement is important to Tait, to encourage more young people to choose STEM subjects for future and in order to make the message as effective as possible, we hope to develop a School Engagement Plan jointly with TfL to ensure maximum message impact. Tait supports UTCs and would welcome TfL's support to consider some input into the Royal Greenwich UTCs curriculum development to secure future learning for communications technology.

A Further breakdown relating to the SLNT plan can be viewed in appendix 3 of schedule 19.

APPENDIX 1 DEFINITIONS

1. GENERAL EQUALITY AND DIVERSITY DEFINITIONS

a) Access

The methods by which people with a range of needs find out about and apply for employment opportunities and find out about and use services and information.

b) Black Asian and Minority Ethnic Groups

This is an inclusive term that refers to all ethnic groups who have a common experience of discrimination on the basis of their skin colour or ethnic origin.

c) Children and young people can be further subdivided into:

Young children – those that use the transport network escorted by parents or carers.

School children – those, usually at secondary school, that use the transport network independently or with members of their peer group.

Young adults – generally defined as ages 16 – 24, whether in education or employment.

d) Consultation

Any suitable means by which advice is given or views are exchanged. Consultation involves consultees in meaningful, genuine dialogue when proposals are still in the formative stage.

e) Disability

The Disability Discrimination Act 1995 defines disability as a physical or mental impairment, which has a substantial and long-term adverse effect on a person's ability to carry out normal day to day activities.

f) Discrimination

The law recognises two main types of discrimination, direct and indirect:

Direct discrimination

Occurs when someone is treated less favourably than others on the basis of their race, colour, age, religion, nationality (including citizenship), marital status, sex, sexual orientation, disability, ethnic or national origin, religion or belief.

Indirect discrimination

Occurs when a provision, criterion or practice is applied which applies equally to everyone, but can be shown to put people at a much greater disadvantage than others by reason of their race, sex, disability etc where such treatment cannot be objectively justified.

g) Diversity

The differences in the values, attitudes, cultural perspective, beliefs, ethnic background, sexuality, skills, knowledge and life experiences of each individual in any group of people. Diversity is essentially the acknowledgement and respect of differences within and between groups of people and or organisations. The primary differences that are recognised legislatively are age, disability, ethnicity, faith, gender and sexual orientation. However, TfL accepts that our society is diverse in numerous other ways including employment and general social condition.

h) Equalities

A term used to refer to all work addressing issues of discrimination and disadvantage, particularly as it relates to age, disability, faith, gender, race or sexual orientation.

i) Equality

The vision or aim of creating a society (or aspects of society) where power and quality of life is shared equally and both individuals and groups are able to live their lives free from discrimination and oppression. The definition of equality that has been adopted by the Greater London Authority (the "GLA") and TfL is that "An equal society protects and promotes equal, real freedom and the opportunity to live in the way people value and would choose, so that everyone can flourish. An equal society recognises people's different needs, situations and goals, and removes the barriers that limit what people can do and be." This is further explained as: "It is about what we can do to create a fairer society and recognises that equality is an issue for us all. We don't all start from the same place and to create a fairer society we need to recognise different needs. This focuses on promoting equality for those groups who enjoy legal protection against discrimination, but also for other groups who may face discrimination and disadvantage – for example, due to class or income – whose needs have often been ignored."

This is the definition adopted by the GLA/TfL in "Equal Life Chances for All" and is designed to ensure that all Londoners are able to access opportunities in all spheres without impediments.

j) Equality and Supplier Diversity

Equality and Supplier Diversity is the terminology that will be used in TfL to relate to what has previously been defined as the "supplier diversity" agenda. It is all embracing and reflects TfL's approach to this aspect of Responsible Procurement and the delivery of the Mayor of London's Equal Life Chances for All agenda. This term will be used to replace "supplier diversity" in all aspects of procurement other than when it is being used to refer to specific supply chain areas activities and the supplier diversity plan. For TfL the principles of equality and diversity underpin all that we do and all that our contractors do on our behalf. It is about recognising differences but at the same time recognising that equality and diversity are issues for us all.

k) Equality Impact Assessments (EqIA)

An EqIA is a means to ensure that what TfL does as a service provider and an employer meets the needs of all customers and staff. It is an exercise to test thinking and assumptions and to build in best practice at the design stage of a project. EqIA's are a statutory requirement for public sector organisations. EqIA's are used to ensure that the organisation does not discriminate and that equality is promoted whenever possible. This requires project managers to assess projects at the earliest possible stage of development to determine what if any impact the project is likely to have on the different Equality and Diversity target groups in London. For any project where the impact is likely to be either positive or negative it is likely that Equality and Diversity will be a core requirement.

l) Ethnicity

An individual's identification with a group sharing any or all of the following: nationality, lifestyles, religion, customs and language.

m) Equal Opportunities

The development of practices that promote the possibility of fair and equal chances for all to develop their full potential in all aspects of life and the removal of barriers of discrimination and oppression experienced by certain groups.

n) Exemplary Employer

An employer that is at the leading edge of good practice, that people want to work for, and that offers favourable terms and conditions to its employees.

o) 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.

p) Gay

This term is preferable when referring to gay men or women. The word "homosexual" (implying a condition or illness) is usually viewed as an offensive term by gay people. The word gay is normally attributed to men. However at times it can be used as an all-encompassing term for gay men, lesbians and bisexual people.

q) Inclusion

A belief in every person's inherent right to participate fully in society. The goal of inclusion is for all people to lead productive lives as full, participating members of their communities.

r) Mainstreaming

The integration of equalities into policy, development, implementation evaluation and review. Each part of the organisation accepts its own responsibility for promoting equality of opportunity and challenging discrimination.

s) Medical Model of Disability

The medical model looks at disability as being caused by medical symptoms. It is the impairments that prevent the person from fully participating in society, and the disabled person should adapt to fit into a non-disabled world. If this is not possible, then the needs should be met outside of mainstream society. It focuses on the disability rather than the needs of the person.

t) Sexual Orientation

A person's emotional, physical and/or sexual attraction, and the expression of that attraction. It is believed that (or) frequent studies have found sexual orientation is possibly something you are born with, and refers to both gay and heterosexual (or "straight") people.

u) Social Inclusion

The position from where someone can access and benefit from the full range of opportunities available to members of society. It aims to remove barriers for people or for groups that experience a combination of linked problems such as unemployment, poor skills, low incomes, poor housing, high crime environments, poor health and family breakdown.

v) Social Model of Disability

Disability is a social phenomenon. While many individuals have physical or sensory impairments, learning difficulties or are living with mental health, it is the way that society responds to these which creates disability and the impairment. The social model believes the "cure" to the problem of disability lies in the restructuring of society, an achievable goal that benefits everyone.

w) Transgendered

An acceptable term for referring to a person with a recognised medical condition known as gender dysphoria, where an individual has the desire to live and be accepted as a member of the opposite sex. Another commonly used term is transsexual. The terms trans man (female to male) and trans women (male to female) are also acceptable.

2. DIVERSE SUPPLIERS DEFINITIONS

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

Small and Medium Enterprises (SMEs)

Black, Asian and Minority Ethnic (BAME) business

Suppliers from other under-represented or protected groups

Suppliers demonstrating a diverse workforce composition

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

a) Small and Medium Enterprises (SMES)

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

0-49 Full Time Equivalent employees;

AND EITHER

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).

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

50-249 Full Time Equivalent employees;

AND EITHER

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).

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

250 and over Full Time Equivalent employees;

AND EITHER

Turnover per annum over £22.8 million net (or £27.36 million gross) in the last financial year;

OR

Balance sheet total of over £11.4 million net (or £13.68 gross).

b) Black, Asian And Minority Ethnic (BAME) Owned Businesses

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

Minority ethnic groups are all people including those who have classified themselves as members of ethnic groups other than "white British". The monitoring ethnic classification groups used by TfL for monitoring purposes are:

- White British
- Irish
- Any other White background
- Mixed White and Black Caribbean
- White and Black African
- White and 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

In respect of Tenderers who are based in countries other than the UK, local definitions of ethnic classification groups will be acceptable in respect of the BME definition.

c) Suppliers From Other Under-Represented Groups Or Protected Groups

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

- Women (gender)
- Disabled people with physical and sensory impairments, learning difficulties and mental health requirements;
- Lesbians, Gay men, Bisexual and Transgender people (sexual orientation); and
- Older people (aged 60 or over), young people (aged 24 or under) (age)

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).

d) Suppliers Demonstrating A Diverse Workforce Composition

This relates to Full Time Equivalent employees in the suppliers workforce who may be from one or more minority ethnic groups, and/or under-represented groups and/or protected groups as listed in d) above.

APPENDIX 2

INITIAL DIVERSITY TRAINING PLAN

APPENDIX 3

ETI BASE CODE (VERSION CURRENT AS OF 1 APRIL 2014)

Definitions Used in the ETI Base Code

Child

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 the International Labour Organisation Convention No. 11, the lower will apply.

Young person

Any worker over the age of a child as defined above and under the age of 18.

Child labour

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 International Labour Organisation 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.

The ETI Base Code

1. Employment is Freely Chosen

- 1.1 There is no forced, bonded or involuntary prison labour.
- 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.

2. Freedom of Association and the Right to Collective Bargaining are Respected.

- 2.1 Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively.
- 2.2 The employer adopts an open attitude towards the activities of trade unions and their organisational activities.
- 2.3 Workers representatives are not discriminated against and have access to carry out their representative functions in the workplace.
- 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.

3. Working Conditions are Safe and Hygienic

- 3.1 A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health 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.
- 3.2 Workers shall receive regular and recorded Health and Safety training, and such training shall be repeated for new or reassigned workers.
- 3.3 Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.

- 3.4 Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.
- 3.5 The company observing the code shall assign responsibility for Health and Safety to a Senior Management representative.

4. Child Labour Shall Not Be Used

- 4.1 There shall be no new recruitment of child labour.
- 4.2 Companies shall develop or participate in and contribute to policies and programmes which provide for the transition of any child found to be performing child labour to enable her or him to attend and remain in quality education until no longer a child.
- 4.3 Children and young persons under eighteen (18) years old shall not be employed at night or in hazardous conditions.
- 4.4 These policies and procedures shall conform to the provisions of the relevant International Labour Organisation standards.

5. Living Wages are Paid

- 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.
- 5.2 All workers shall be provided with written and understandable information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid.
- 5.3 Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. All disciplinary measures should be recorded.

6. Working Hours Are Not Excessive

- 6.1 Working hours must comply with national laws, collective agreements, and the provisions of **paragraphs 6.2 to 6.6** below, whichever affords the greater protection for workers. **Paragraphs 6.2 to 6.6** are based on international labour standards.
- 6.2 Working hours, excluding overtime, shall be defined by contract, and shall not exceed forty-eight (48) hours per week.*
- 6.3 All overtime shall be voluntary. Overtime shall be used responsibly, taking into account all the following: the extent, frequency and hours worked by individual workers and the workforce as a whole. It shall not be used to replace regular employment. Overtime shall always be compensated at a premium rate, which is recommended to be not less than 125% of the regular rate of pay.

6.4 The total hours worked in any seven (7) day period shall not exceed 60 hours, except where covered by **paragraph 6.5** below.

6.5 Working hours may exceed 60 hours in any seven (7) day period only in exceptional circumstances where all of the following are met:

- this is allowed by national law;
- this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
- appropriate safeguards are taken to protect the workers' health and safety; and
- the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

6.6 Workers shall be provided with at least one day off in every seven (7) day period or, where allowed by national law, two days off in every fourteen (14) day period.

* International standards recommend the progressive reduction of normal hours of work, when appropriate, to forty (40) hours per week, without any reduction in workers' wages as hours are reduced.

7. No Discrimination is Practised

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.

8. Regular Employment if Provided

8.1 To every extent possible work performed must be on the basis of recognised employment relationship established through national law and practice.

8.2 Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, sub-contracting, or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

9. No Harsh or Inhumane Treatment is Allowed

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

10. Note on the provisions of the ETI Base Code

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

SCHEDULE 18

ASSET MANAGEMENT

1. Definitions

Any capitalised term which is used in this **Schedule 18** but is not defined in this **Schedule 18** shall have the meaning given to it in the Agreement or any other Schedule to the Agreement.

In this **Schedule 18** the following terms shall have the following meanings:

"Attribute"	A piece of information about a Configuration Item. Examples are name, location and version number. Attributes of CIs are recorded in the Configuration Management Database.
"FAST"	Federation Against Software Theft

2. Introduction

2.1 This **Schedule 18** describes the Asset Management services to be provided to TfL by the Supplier:

2.1.1 Asset Management is the process responsible for managing the Assets throughout their lifecycle (i.e. procurement use, reuse and disposal) ("**Asset Management**"). Asset Management supports the lifecycle management of all Assets of the New System (including Equipment, Alternative Equipment and Spares). The Configuration Management Process, which tracks and reports changes to Asset information, shall be part of the Asset Management Process.

2.1.2 An Asset or a Configuration Item ("**CI**") shall be any individual piece of Equipment or Alternative Equipment or any component thereof that needs to be managed in order to deliver the New System and/or Services. Information about each CI is recorded in a Configuration Record and is maintained throughout its lifecycle by Configuration Management.

2.2 The structure of this **Schedule 18**

2.2.1 Asset lifecycle: Describes various stages of the Asset lifecycle, which forms the basis of Asset Management.

2.2.2 Configuration Management: The Configuration Management Process shall be responsible for the information about all individual pieces of Equipment or Alternative Equipment and shall be part of the Asset Management Process.

2.2.3 Configuration Items: Any individual piece of Equipment or Alternative Equipment, any components thereof and their attributes.

3. Asset and other Registers

3.1 During the Term, the Supplier shall:

3.1.1 maintain a register of all Assets, detailing their ownership and status as either Exclusive Assets or Non-Exclusive Assets and the Net Book Value of such Assets, and detailing all sub contracts and other relevant agreements (including relevant software licences, maintenance and support agreements and equipment rental and lease agreements) required for the provision of the New System and the performance of the Services and Further Services (if any) or any particular set of Services and Further Services (if any) requested by TfL (for example, Maintenance Services) (and the register shall include the term of such sub-contracts and other relevant agreements and the dates for any future renewals and/or extensions and/or any consents or approvals which are required by the Supplier to perform the Services or by TfL to use the New System. Such licences, consents, approvals and equipment will be catalogued by type, model, version number and location). This Asset Register is held electronically as a Configuration Management Database, which forms part of TfL's system management too. This Asset Register should be of sufficient detail to permit TfL and/or Replacement Supplier to understand how the Supplier provides the Services and Further Services (if any) and to enable the smooth transition of the New System, Services and Further Services (if any) with the minimum of disruption; and

3.1.2 maintain a register of all Proprietary Tools, detailing their ownership and status and detailing all related sub-contracts and other relevant agreements required for the delivery of the Services and Further Services (if any) or any particular set of Services and Further Services (if any) requested by TfL (for example Maintenance Services) (and the register shall include the term of such sub-contracts and other relevant agreements and the dates for any future renewals or extensions).

3.2 The Supplier shall maintain the Registers as agreed between the parties and shall update the Registers from time to time (and in any event no less than once in every thirteen (13) TfL Periods) and in particular in the event that Assets, Proprietary Tools, sub-contracts or other relevant agreements are added to or removed from the Services and Further Services (if any).

3.3 The Supplier shall ensure that all Exclusive Assets listed in the Registers are clearly marked to identify that they are exclusively used for the provision of the New System, Services and Further Services (if any) under this Agreement.

4. Asset Lifecycle

4.1 Asset Procurement

4.1.1 The Supplier shall undertake the procurement of products and/or services in the fulfilment of Change and Release Management and project based order requirements.

- 4.1.2 The Supplier shall report on the location and availability of all Equipment, Alternative Equipment and Spares.
- 4.2 The method via which the Supplier will undertake Asset Naming and Tagging will be agreed with TfL prior to Pilot 0 (as described in **Schedule 7** and the Project Plan), but TfL may (in its absolute discretion) instead require that the Supplier uses TfL's standard Asset Naming and Tagging methodology.
- 4.3 Asset Storage
 - 4.3.1 The Supplier shall store the procured Assets in appropriate storage facilities, under the required environmental conditions.
 - 4.3.2 The Supplier shall provide the appropriate amount of space to house Assets that are not yet used within the New System, to meet the requirements of the Services.
- 4.4 Asset Maintenance
 - 4.4.1 The Supplier shall carry out regular maintenance on all hardware (including Equipment, Alternative Equipment and Spares) in accordance with manufacturers' guidelines.
 - 4.4.2 The Supplier shall be responsible for software licence management and compliance, including compliance with FAST.
 - 4.4.3 The Supplier shall introduce procedures and policies to track and manage Assets, in order for the location of each Asset to be known at any time.
 - 4.4.4 The Supplier shall ensure that documentation relevant to Assets is kept under version control.
 - 4.4.5 The Supplier shall include the radio ESN (electronic serial number) as described in **paragraph 13.3.3 of Schedule 2**.
- 4.5 Asset Decommissioning
 - 4.5.1 The Supplier shall remove all decommissioned Assets and return them to the Supplier's decommissioning facility.
 - 4.5.2 The Supplier shall update Asset information for all Assets undergoing decommissioning Services for inclusion in the CMDB.
- 4.6 Asset Repair and Redeployment
 - 4.6.1 Assets returned to the Supplier's decommissioning facility shall be inspected by the Supplier for compliance against the minimum specification for equipment suitable for redeployment.
 - 4.6.2 The Supplier shall reutilise displaced refurbished Assets where it is cost efficient to do so.

- 4.6.3 The Supplier shall quarantine Assets that fail to meet the minimum specification and notify TfL.
- 4.6.4 Where the Supplier reutilises displaced refurbished Assets the Supplier shall first refurbish such Assets to the specification and standards agreed in the original contract.

4.7 Asset Disposal

- 4.7.1 This section applies to all TfL-owned Assets (including Equipment and Alternative Equipment) that form part of the New System and any hardware and/or equipment that forms part of the Existing System.
- 4.7.2 The Supplier shall not dispose of any TfL-owned Assets or any hardware and/or equipment that forms part of the Existing System without TfL's prior authorisation in writing.
- 4.7.3 Subject to any additional requirements imposed by **Schedule 9** (Cyber Security Management), where applicable, the Supplier shall overwrite hard drives of all Assets and any hardware and/or equipment that forms part of the Existing System prior to disposal.
- 4.7.4 The Supplier shall dispose of Assets and any hardware and/or equipment that forms part of the Existing System in accordance with UK and ECC regulations and the Waste Electrical and Electronic Equipment Regulations 2013 (SI 2013/3113).

5. Configuration Management Process

- 5.1 The Supplier shall document all Assets in the Asset Register, as further described in **paragraph 13 of Schedule 2** and **paragraph 3 of this Schedule 18**.
- 5.2 Changes to Assets and Configuration Items will occur as part of the "Change and Release Management" or "Incident and Problem Management" processes documented in **Schedule 2** and shall be recorded by the Supplier in accordance with the requirements of this **Schedule 18**.
- 5.3 The Configuration Management Process shall form part of Asset Management. The Supplier shall adhere to all requirements described in **paragraph 13 of Schedule 2** to support Asset Management.

6. Asset Information

- 6.1 Asset information for the any individual piece of Equipment or Alternative Equipment or Spares shall contain sufficient information to document the Asset and its location.
- 6.2 Subject to the high level requirements set out in this **Schedule 18** and **paragraph 13 of Schedule 2**, the required Asset data specification which shall be recorded and updated by the Supplier and the associated templates (which will be provided by TfL) will be agreed by the parties not less than 20 Business Days after the Commencement Date (unless this deadline is extended by TfL at its discretion.)

SCHEDULE 19

Strategic Labour Needs and Training Supporting Requirements

1 Introduction

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

- (A) supporting the TfL Group (and Third Parties nominated by the TfL Group) in the implementation of the Skills and Employment Strategy; and
- (B) ensuring that the Supplier attracts, develops and retains Supplier Personnel with the skills necessary to:
 - (i) design, build, implement and install the New System; and
 - (ii) deliver the Equipment, Alternative Equipment, New System, Services and Further Services (if any), throughout the Term.

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

"Apprentice"		means a member of Supplier Personnel who is registered as an apprentice or technician with an industry recognised body;
"Agreed Plan"	SLNT	means the Supplier's strategic labour needs and training plan set out at Appendix 3 (<i>Initial/Agreed SLNT Plan</i>) to this Schedule, to be prepared in accordance with the SLNT Plan Template and Approved by TfL;
"Initial SLNT Plan"		means the initial strategic labour needs and training plan set out at Appendix 3 (<i>Initial/Agreed SLNT Plan</i>), submitted by the Supplier prior to the Commencement Date and to be agreed between the Parties in accordance with paragraph 2 of this Schedule;
"Monthly Monitoring Report"	SLNT	means the report to be prepared by the Supplier in the form set out at Appendix 5 (<i>Monthly SLNT Monitoring Report Template</i>) and submitted to TfL in accordance with the provisions of paragraph 6 of this Schedule;
"Relevant Employment Vacancy"		means an employment vacancy within the Supplier's organisation for a member of Supplier Personnel;
"Skills Employment Strategy"	and	means the TfL Group's ten (10) year skills and employment strategy, as amended from time to time. A link to a copy of the current Skills and Employment Strategy is provided at Appendix 1 (<i>Skills and Employment Strategy</i>) to this Schedule or is otherwise available on request from TfL;
"SLNT Coordinator"	Co-	has the meaning set out in paragraph 3.1 of this Schedule;
"SLNT Infraction"		means any breach by the Supplier of any of its obligations under this Schedule;
"SLNT Output"		means the minimum number of Apprentice positions or equivalent to be delivered by the Supplier (either directly through its own personnel and the personnel of its Sub-Contractors) under this Agreement, as identified and agreed in the Agreed SLNT Plan;

"SLNT Plan Template"

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

"Trainee"

means a member of Suppliers Personnel who is registered as a trainee with an industry recognised body.

2 Agreed SLNT Plan

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

- (A) further develop the Initial SLNT Plan to reflect the comments and requirements of TfL; and
- (B) submit a revised copy of the Initial SLNT Plan to TfL for Approval within twenty (20) Business Days of the Commencement Date.
- (C) provide an Implementation Plan as contained in Appendix 4 of this Schedule based on the revised copy of the Initial SLNT Plan three (3) months prior to the Operational Commencement Date.

2.2 If the Initial SLNT Plan is:

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

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

- (A) comply with provisions of the Agreed SLNT Plan; and
- (B) at no additional cost to TfL and subject to the provisions of paragraph 2.4 below, review and amend the Agreed SLNT Plan and Implementation Plan:
 - (1) three (3) months prior to the Operational Commencement Date and
 - (2) every twelve (12) months following the Operational Commencement Date or at other times requested by TfL, to reflect:
 - (a) Good Industry Practice;
 - (b) any changes to the nature of the Services, Further Services (if any), Equipment, Alternative Equipment and/or New System; and
 - (c) any amendments proposed by TfL.

2.4 Any changes or amendments to the Agreed SLNT Plan shall be subject to the Change Control Procedure as set out in **Schedule 8** and shall not be implemented until approved in writing by TfL.

2.5 In order to facilitate the efficient implementation of the Supplier's SLNT requirements as contained in the Agreed SLNT Plan, TfL will also require the Supplier to prepare an Implementation Plan as contained in Appendix 4 of this Schedule. The Implementation plan:

- (1) will need to be completed within three (3) months prior to the Operational Commencement Date and either be prepared after the Agreed SLNT Plan has been formed or in place of it.

3 SLNT Co-ordinator

- 3.1 Within twenty (20) Business Days of the Commencement Date, the Supplier shall nominate a member of the Supplier's Personnel with the necessary skills and authority to:
 - (A) be responsible for the implementation and on-going development and maintenance of the Agreed SLNT Plan; and
 - (B) act as the single point of contact between TfL Personnel on all matters concerning the Agreed SLNT Plan,
(the "SLNT Co-ordinator").
- 3.2 The Parties shall add the SLNT Co-ordinator to the list of Key Personnel set out **Annex B** to **Schedule 1**.

4 Community Relations

- 4.1 The Supplier acknowledges and accepts that members of the TfL Group work closely with Third Party organisations to implement the Skills and Employment Strategy.
- 4.2 Accordingly, the Supplier shall:
 - (A) at the time of placing an advertisement for a Relevant Employment Vacancy, notify the relevant member of TfL Personnel (and/or any Third Parties nominated by the TfL Group) of such advertisement, providing details of the:
 - (1) Relevant Employment Vacancy;
 - (2) date of the advertisement; and
 - (3) publication in which the advertisement is scheduled to appear or appeared (as applicable); and
 - (B) attend a minimum of two (2) events each year, at a time and location specified by TfL, to publicise employment and training opportunities arising from the provision of the Services.

5 Monitoring and Reporting

- 5.1 Subject to paragraph 6.1 below, the Supplier shall provide TfL with a Monthly SLNT Monitoring Report by the last Business Day of each month detailing the Supplier's performance against the Agreed SLNT Plan.
- 5.2 The Supplier shall ensure at all times that it complies with the requirements of the Data Protection Legislation in the:
 - (A) development and maintenance of Training Plans; and
 - (B) collection and reporting of the information to TfL pursuant to paragraph 5.1 above.

6 SLNT Infractions

- 6.1 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 of this Schedule (*Strategic Labour Needs and Training*),

shall constitute a failure to meet acceptable service levels.

7 SLNT Audit

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

APPENDIX 1 TO SCHEDULE 19

Skills and Employment Strategy

A copy of the Skills and Employment Strategy is generally available at the following website or can be obtained from TfL:

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

APPENDIX 2 TO SCHEDULE 19

SLNT Plan Template

Title – SLNT Activity Breakdown

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

Table 1:

Task 1 - SLNT Activity Breakdown								
Please complete the following table outlining how you intend to meet your SLNT commitments:								
SLNT Activity Area	Priority Output	Year 1	Year 2	Year 3	Year 4	Totals	Cross Check	
							SLNT Value	SLNT Totals
Apprenticeships								
Apprentices Job Start (FTE)	Y							
Workless Apprentices Job Start (FTE)	Y							
Apprentice Start (Existing Staff)	Y							
Worklessness								
Workless Job Starts (FTE)								
Workless Graduate Job Start (FTE)								
Educational/Career Support								
Placement Positions (Days)								
School Engagement (Days)								
Job Creation								
Job Start (non-workless) (FTE)								
						Total SLNT Activity Priority Activities		

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

Additional Information/ Assumptions (max 250 words)

Content:

REDACTED

Strategic Labour Needs and Training Method Statement

Title: Delivery Against TfL Priorities

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

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

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

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

Apprentice Job Start

Content:

REDACTED

Workless Apprentice Job Start

Content:

REDACTED

Apprentice Start (Existing Staff)

Content:

REDACTED

Workless Job Start

Content:

Workless Graduate Job Start

Content:

REDACTED

Placement Positions

Content:

REDACTED

School Engagement

Content:

REDACTED

Job Start (non-workless)

Content:

REDACTED

APPENDIX 3 TO SCHEDULE 19

Initial/Agreed SLNT Plan

Year 1 SLNT plan, to be further developed in partnership with TfL and its Suppliers.

Strategy	Objective	Tactics	Team Accountable	Individual responsible	External assistance	Deadlines
APPRENTICE						
FTE Job starts	To select and recruit 2 apprentices to work in fit out, SLNT activity and account management	Local online advertisement and engagement with local college, advertising on notice boards and in jobs library	Supply chain – tier 1 SLNT Coordinator	HR Manager	1. Funding application-Gov 2. TfL – Public Sector 3. 5 E Ltd 4. London Training Academy 5. Learn Direct	Year 1 - Immediate Within first 20 days
Existing staff	To ensure at least 4 existing FTE work towards NVQ level 4 or equivalent or above qualification over period of the contract	Sponsor further learning / day release and chartered attainment, through the Tait academy and local colleges and tutors	Tait senior leadership team	Director / Line Managers / Mentors	1. Funding application-Gov 2. TfL – Public Sector 3. 5 E Ltd 4. London Training Academy 5. Learn Direct	Immediate and ongoing Within first 20 days
WORKLESSNESS						
Graduate job starts	Engage with milk round in year 1 to recruit in year 2	Milk round, plus internship offering in year one	Tait HR Team	SLNT Coordinator / HR Director		Jan 2019
EDUCATIONAL SUPPORT						
Placement	20 days (1-month)	Use to potentially	Tait HR Team	SLNT Coordinator	Engage with TfL	March 2018 to

positions	summer placement) to be split between work experience placement and graduate intern	identify Graduate placement for year 2 and identify possible work experience summer or Easter placements through schools' engagement		/ HR Director	sponsored Royal Greenwich UTC (if location allows) and local schools	start July 2018
School Engagement	Work with schools to enable and understanding of engineering and encourage more STEM take up – one school day every other month	Work in partnership with TfL to develop a programme to engage with 6 schools in London Boroughs, throughout the year, setting Classroom to Boardroom tasks and potentially engaging future apprentices	Supply Chain- Tier 1	SLNT Coordinator / HR Director	Work with TfL to devise detailed plan/message and proposed outcomes.	Immediate engagement with TfL SST to devise a joint strategy with clear messaging
JOB CREATION						
Non-workless FTE	Select and recruit an additional qualified member to enhance the teams expertise	Use linked in to identify an additional radio comms expert to enhance the team	Tait HR Team	SLNT Coordinator / HR Director	NVQ / Training development	Immediate advertising on LinkedIn to engage by March 2018

APPENDIX 4 TO SCHEDULE 19

Implementation Plan

SLNT Implementation Plan

1. Contact Information

TfL Contract

Supplier Skills Manager

Company

SLNT Co-ordinator

Contract Manager

Contact Phone Number

TfL Stakeholder / SSM

Contact Email

Reporting Requirements: Quarterly / Monthly / Periodically

Report Period

Implementation 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 - Forecasted Outputs: Please indicate in the table below forecasted SLNT outputs

	Worklessness			New Entrants			Trainees		Current workforce		Educational Activities
	Apprenticeship (FTE)	Job Starts (FTE)	Placement Positions	Apprenticeship (FTE)	Job Starts (FTE)	Graduates (FTE)	Placement Positions (Nos)	Taster Positions (Nos)	Adult Apprenticeships	Workforce Skills (days)	
Previous Year											
March											
April											
May											
June											
July											
August											
September											
October											
November											
December											
January											
February											
March											
Annual Total	0	0	0	0	0	0	0	0	0	0	0
Future Years											
TOTAL	0	0	0	0	0	0	0	0	0	0	0

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	Risk Mitigation
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 two monitoring templates attached to this document (Sheets 1 and 2 of this document)

1. **SLNT Monitoring Form** - Outlines SLNT outputs for each reporting period
2. **Job Start Monitoring Form** - Outlines specific information for TFL Priority SLNT outputs

6. **Sign Off:**

Suppliers SLNT Co-ordinator (Name)	Signature	Date
TFL Supplier Skills Manager (Name)	Signature	Date

Implementation Plan Review Date

APPENDIX 5 TO SCHEDULE 19

Monthly SLNT Monitoring Report Template

SLNT Monitoring Form

Organisation
TfL Contract / Project
Date
SLNT Reporting Period

SLNT Category	TfL Priority	Numbers				Additional Detail / Information
		Annual Target	Annual Forecast	Outputs this Period	Outputs To Date	
Apprenticeships						
- Apprentices Job Start (FTE)	Y	0	0	0	0	
- Workless Apprentices Job Start (FTE)	Y	0	0	0	0	
- Apprentice Start (Existing Staff)	Y	0	0	0	0	
Worklessness						
- Workless Job Starts (FTE)		0	0	0	0	
- Workless Graduate Job Start (FTE)		0	0	0	0	
Educational/Career Support						
- Placement Positions (Days)		0	0	0	0	
- School Engagement (Days)		0	0	0	0	
Job Creation						
- Job Start (non-workless) (FTE)		0	0	0	0	
Total SLNT Activity				0	0	
Priority Activities				0	0	

Additional Information

Highlights

Issues / Concerns / Risks

Job Start Monitoring Form

(To be Completed and Submitted with the SLNT Monitoring Form)

[illegible]

SCHEDULE 20

THIRD PARTY SOFTWARE

Third Party Software

- GL Communications - Voice Analysis (used for testing. Not licensed to TfL)
- Cisco 2960 switches
- BMC Remedy,
- BMC BPPM / TrueSight
- MIB Entuity
- UnifyVoice

Details of Software Licences for Third Party Software and which party is going to procure them The following licences will be procured by the Supplier for delivery of the Services. These licences are limited to the term of the Services being provided:

BMC Remedy – BMC's ITSM Tool

BPPM/TrueSight – BMC's Event Correlation Tool

MIB Entuity – Monitoring Tool using MIBs (via BMC)

ESChat (for UnifyVoice) provided by Sans Luis Aviation

Third Party Software in Tait Product (no separate licenses)**CentOS 6.8**

Tait build of CentOS is used in Tait Node controllers

- TN9300 DMR Node
- TN8291 MPT-IP Node
- TN9500 Inter-Network Gateway

Open Source Software

The following open source software is embedded in Tait products as indicated in the table below:

Tait Product	Open Source Software incorporated
TM9300	<ul style="list-style-type: none"> • eCos • Leon processor core • Pico Windows • strcpy and strcat software functions • lwIP • BSDiff • PNPOLY • SHA1 algorithm • Lobar CoAP
Tait Unify Vehicle	<ul style="list-style-type: none"> • CoAP.net (BSD 3-Clause) • Json.NET (MIT) • List • MvvmCross <ul style="list-style-type: none"> • MvvmCross (MS-PL) • MvvmCross Plugins (MIT).txt • MvvmCross UserInteraction (MIT) • Ninject (APACHE 2.0 or MS-PL) • Protobuf-Net (BSD and APACHE 2.0) • Sqlite-net (MIT) • Xamarin Andorid Support Components (MIT)
TB9300 DMR base station	<ul style="list-style-type: none"> • acl-2.2.49.src • attr-2.4.44.src • base-passwd_3.5.20 • branches.2.01._svnhost.tait.co.nz:3180_.svn.research.DBS.mping_195355 • busybox-1.19.3 • cgicc-3.2.10 • ethtool-3.16 • fuse-2.7.4 • gcc-4.3.3 • gdb-7.6.1 • git_git.infradead.org.mtd- utils.git_90f2151eb19757a27af2dd710237e69a64740c12 • glibc-2.9 • glibc-libidn-2.9 • glibc-ports-2.9 • libee-0.3.2 • libestr-0.1.2 • logrotate_3.7.1.orig • ltrace_0.5.3.orig • ltrace_0.5.3.orig • lzo-1.08 • makedevs-2010-02-23.tait.22 • memtester-4.1.3 • module-init-tools-3.4 • netbase-4.21 • procps-3.2.8 • readline-5.2 • rsync-3.1.1 • rsyslog-6.3.7 • strace-4.7 • stress-1.0.4 • sysfsutils-2.1.0 • sysvinit-2.86 • tags.1.03.00.svn.research.DBS.u-boot_215735 • tags.1.09.00.svn.research.DBS.linux_424985 • tinylogin-1.4 • trunk_opkg.googlecode.com_.svn_618 • util-linux-ng-2.16
TN9300 Node	<ul style="list-style-type: none"> • apache-commons

Tait Product	Open Source Software incorporated
Controller (DMR Node)	<ul style="list-style-type: none"> • commons-javaflow-20060411 • commons-logging-1.0.4 • commons-beanutils-1.8.0 • commons-collections-2.1.1 • commons-digester-1.7 • dom4j-1.6.1 <ul style="list-style-type: none"> • dom4j-1.6. • groovy-1.7.5 <ul style="list-style-type: none"> • groovy-all-1.7.5 • gwt-2.3 <ul style="list-style-type: none"> • gwt-soyc-vis • gwt-api-checker • gwt-servlet • gwt-user • gwt-dev • iText-2.1.7 <ul style="list-style-type: none"> • iText-2.1.7 • jasperreports-4.1.3 <ul style="list-style-type: none"> • jasperreports-applet-4.1.3 • jasperreports-fonts-4.1.3 • jasperreports-javaflow-4.1.3 • jasperreports-4.1.3 • jfreechart-1.0.12 <ul style="list-style-type: none"> • jcommon-1.0.15 • jfreechart-1.0.12 • json-c-0.7 <ul style="list-style-type: none"> • json_tokener.h • json-c-0.7 • json_bits.h • json_object.c • json_object.h • json_tokener.c • net-snmp-5.6.1.1 <ul style="list-style-type: none"> • net-snmp-5.6.1.1 • openssl-0.9.8j <ul style="list-style-type: none"> • openssl-0.9.8j • reciprocate-1.7 <ul style="list-style-type: none"> • The TN9300 node controller links to the dum, resip, rutil, and ares libraries. The gloox library is not used. • resip_parser • resip_random • resip_log • resip_makefile • resip_message • resip_nonce • reciprocate-1.7 • sqlite-3.6.23.1

Tait Product	Open Source Software incorporated
	<ul style="list-style-type: none"><li data-bbox="475 255 692 284">▪ sqlite-3.6.23.1<li data-bbox="427 293 715 322">• validation-api-1.0.0<ul style="list-style-type: none"><li data-bbox="475 331 798 360">• validation-api-1.0.0.GA<li data-bbox="475 369 900 398">• validation-api-1.0.0.GA-sources<li data-bbox="427 407 592 436">• zlib-1.2.3<ul style="list-style-type: none"><li data-bbox="475 445 628 474">• zlib-1.2.3

Tait Product	Open Source Software incorporated
TN9500 (Unify Gateway a.k.a. Inter-Network-Gateway)	<ul style="list-style-type: none"> • dahdi_2_11_1 <ul style="list-style-type: none"> • dahdi-linux-complete-2.11.12.11.1 • freeradius_1_1_7 <ul style="list-style-type: none"> • freeradius-client-1.1.7 • gcovr_3_2 <ul style="list-style-type: none"> • gcovr-3.2 • gtest_1_6_0 <ul style="list-style-type: none"> • gtest-1.6.0 • json-c_0_11 <ul style="list-style-type: none"> • json-c-0.11 • jsoncpp_1_7_7 <ul style="list-style-type: none"> • jsoncpp-1.7.7 • net-snmp_5_6_2_1 <ul style="list-style-type: none"> • net-snmp-5.6.2.1 • openldap_2_4_44 <ul style="list-style-type: none"> • openldap-2.4.44 • openssl_1_0_2g <ul style="list-style-type: none"> • openssl-1.0.2g • reciprocate_1_10_1 <ul style="list-style-type: none"> • resip_log • resip_nonce • resip_osarch • resip_poll • reciprocate-1.10.1 • reciprocate-contrib-1.10.1 • sqlite_3_11_01_00 <ul style="list-style-type: none"> • sqlite-autoconf-3110100 • zlib_1_2_8 <ul style="list-style-type: none"> • zlib.3 • zlib-1.2.8
TN8291 Node Controller (MPT-IP Node)	<ul style="list-style-type: none"> • apache-commons <ul style="list-style-type: none"> • apache-commons • dom4j-1.6.1 <ul style="list-style-type: none"> • dom4j-1.6.1 • groovy-1.7.5 <ul style="list-style-type: none"> • groovy-1.7.5 • gwt-2.3 <ul style="list-style-type: none"> • gwt-2.3 • iText-2.1.7 <ul style="list-style-type: none"> • iText-2.1.7 • jasperreports-4.1.3 <ul style="list-style-type: none"> • jasperreports-4.1.3 • jfreechart-1.0.12 <ul style="list-style-type: none"> • jfreechart-1.0.12 • json-c-0.7 <ul style="list-style-type: none"> • json-c-0.7 • net-snmp-5.6.1.1

Tait Product	Open Source Software incorporated
	<ul style="list-style-type: none"> • net-snmp-5.6.1.1 • openssl-0.9.8j <ul style="list-style-type: none"> • openssl-0.9.8j • reciprocate-1.7 <ul style="list-style-type: none"> • The TN8291 node controller links to the dum, resip, rutil, and ares libraries. The gloox library is not used. • reciprocate-1.7 • sqlite-3.6.23.1 <ul style="list-style-type: none"> • sqlite-3.6.23.1 • validation-api-1.0.0 <ul style="list-style-type: none"> • validation-api-1.0.0 • zlib-1.2.3 <ul style="list-style-type: none"> • zlib-1.2.3

SCHEDULE 21

VCRM

The VCRM will be inserted as Schedule 21 once completed in accordance with **clause 3.21**

SCHEDULE 22

Heavy Goods Vehicle Direct Vision Standard Schedule

1. Introduction

1.1 In this **Schedule 22**, the following terms shall have the corresponding meanings:

"Agreed HGV DVS Plan" means the Initial HGV DVS Plan as updated and approved in accordance with the terms of this Schedule;

"Initial HGV DVS Plan" means the initial plan set out at **Appendix 1** to this **Schedule 22** which sets out and proposes how the Supplier shall ensure that:

- (a) from and including 1 October 2018, all Category N3 Lorries used in the provision of the Services achieve a minimum of a one (1) star Direct Vision Standard rating;
- (b) from and including 1 April 2020 all Category N3 Lorries used in the provision of the Services achieve a minimum of three (3) star Direct Vision Standard rating; and
- (c) so far as reasonably practicable, the conditions at all sites and locations within the control of the Supplier where:
 - (i) the Services are being delivered, or
 - (ii) in connection with the performance of the Services, any waste is being disposed of or supplies are being delivered to or from,are appropriate for each Category N2 Lorry and Category N3 Lorry being used in the provision of the Services. The Supplier shall not incur any costs or make any changes to the site(s) without the prior written consent of TfL;

2. HGV DVS Plan

2.1 The Supplier shall comply with the Initial HGV DVS Plan from the Commencement Date.

2.2 Within fifteen (15) Business Days of the Commencement Date TfL shall either;

2.2.1 confirm that the Initial HGV DVS Plan is approved, in which case such plan shall become the Agreed HGV DVS Plan; or

2.2.2 provide the Supplier with any comments on and/or amendments to the Initial HGV DVS Plan.

2.3 Within thirty (30) Business Days (for the purpose of **paragraph 2.2.2**) or 15 Business Days (for the purpose of **paragraph 2.4.2**) of receipt of any comments and/or amendments from TfL in accordance with **paragraph 2.2.2** or **paragraph 2.4.2** (as applicable), the Supplier shall:

2.3.1 develop the Initial HGV DVS Plan to reflect such comments and/or amendments; and

2.3.2 submit an updated Initial HGV DVS Plan to TfL for approval.

2.4 Within fifteen (15) Business Days of receipt of the updated Initial HGV DVS Plan, TfL shall confirm that either the updated Initial HGV DVS Plan:

2.3.1 is approved, in which case it shall become the Agreed HGV DVS Plan; or

2.3.2 not approved and provide its further comments and/or amendments to the Supplier and the Supplier shall revise and re-submit the updated Initial HGV DVS Plan for approval in accordance with **paragraph 2.3**.

The process set out in this **paragraph 2.4** shall be repeated until the updated Initial HGV DVS Plan is approved by TfL.

2.5 Where TfL, acting reasonably, has not approved the updated Initial HGV DVS Plan, the Supplier may refer that decision to the dispute resolution process set out at **clause 45** of the Agreement.

2.6 Without prejudice to any other provision of this Agreement, the Supplier shall, at no additional cost to TfL, and as part of the Services:

2.6.1 implement, observe and comply with the Agreed HGV DVS Plan; and

2.6.2 review and amend the Agreed HGV DVS Plan (as necessary) on each anniversary of the Commencement Date or earlier if requested by TfL, to reflect:

2.6.2.1 any changes to the nature of the Services; and

2.6.2.2 any comments and/or amendments made or proposed by TfL.

3. **HGV DVS Co-ordinator**

3.1 The Supplier shall nominate an employee/member of the Supplier's Personnel with the necessary experience, competency and authority to:

3.1.1 be responsible for implementation and compliance with the Agreed HGV DVS Plan; and

3.1.2 act as the Supplier authorised representative on all matters concerning the Agreed HGV DVS Plan ("**HGV DVS Co-ordinator**").

3.2 The Supplier shall add the HGV DVS Co-ordinator's details to the list of Key Personnel set out in **Annex B** to **Schedule 1**.

4. **Self Certification and Reporting**

4.1 On each anniversary of the Commencement Date, the Supplier shall submit a report to TfL which sets out the Supplier progress in respect of implementation of the Agreed HGV DVS Plan and confirms (with supporting evidence) that the Supplier has complied in all respects with the Agreed HGV DVS Plan.

APPENDIX 1 TO SCHEDULE 22

[Note to bidders :Appendix 1 will be the Initial HGV DVS Plan submitted as part of the tender submission and will be developed to form the Agreed HGV DVS Plan.]

SCHEDULE 23

Agreement Personal Data

Data subjects

The Agreement Personal Data Processed concern the following categories of Data Subjects:

- Employees, agents and staff of: (i) TfL; (ii) members of the TfL Group and (iii) the Supplier; and
- individuals (including employees of Bus operating companies) using the system of the Supplier.

Categories of data

The Personal Data Processed may concern the following categories of Personal Data:

- Name;
- Contact details (including postal address, email address and telephone number);
- Job title;
- any device identifiers;
- IP address.

Sensitive personal data (if appropriate)

The Personal Data Processed concern the following Sensitive Personal Data:

- None.

Processing operations

The Personal Data will be subject to the following basic Processing activities:

in order to provide access to the system provided by the Supplier and keep a record of user activities.

The duration of the Processing

The above Personal Data will be Processed in connection with the Services for the duration of the Agreement, or such shorter period where the Processing is no longer authorised and in respect of any post-termination Processing activities permitted by TfL from time to time.

