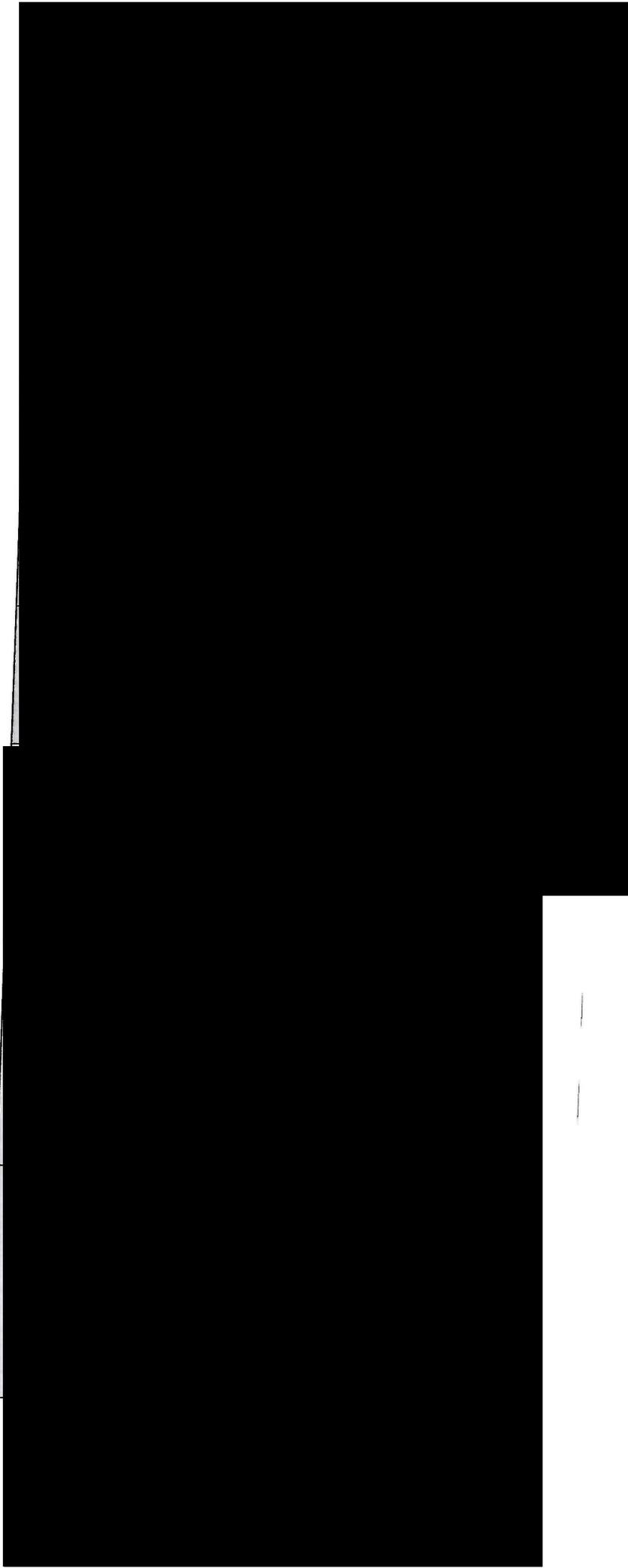


## APPENDIX 4 - AGREED COMMUNICATIONS PLAN

### Communications Plan (example)

The general area of communications has applications across responsible procurement. The key equality & diversity consideration at all times is accessibility and inclusiveness of any communications.

Accessible communications shall be considered for both internal and external activities. An illustrative example for the communications plan is below.



## 17 SCHEDULE 17 - STRATEGIC LABOUR NEEDS AND TRAINING TERMS AND CONDITIONS

### 1 Introduction

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

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

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

- "Apprentice"** means a member of Service Provider Personnel who is registered as an apprentice or technician with an industry recognised body;
- "Agreed SLNT Plan"** means the Service Provider's strategic labour needs and training plan set out at Appendix 3 (*Initial/Agreed SLNT Plan*) to this Schedule, to be prepared in accordance with the SLNT Plan Template and approved by the Authority;
- "Initial SLNT Plan"** means the initial strategic labour needs and training plan set out at Appendix 3 (*Initial/Agreed SLNT Plan*), submitted by the Service Provider prior to the Contract Commencement Date and to be agreed between the Parties in accordance with paragraph 2 of this Schedule;
- "Monthly SLNT Monitoring Report"** means the report to be prepared by the Service Provider in the form set out at Appendix 5 (*Monthly SLNT Monitoring Report Template*) and submitted to the Authority in accordance with the provisions of paragraph 6 of this Schedule;
- "Relevant Employment Vacancy"** means an employment vacancy within the Service Provider's organisation for a member of Service Provider Personnel;
- "Skills and Employment Strategy"** means the TfL Group's ten (10) year skills and employment strategy, as amended from time to time. A copy of the Skills and Employment Strategy dated March 2011 is provided at Appendix 1 (*Skills and Employment Strategy*) to this Schedule;
- "SLNT Co-ordinator"** has the meaning set out in paragraph 3.1 of this Schedule;

- “SLNT Infraction”** means any breach by the Service Provider of any of its obligations under this Schedule;
- “SLNT Output”** means the minimum number of Apprentice positions or equivalent to be delivered by the Service Provider (either directly through its own personnel and the personnel of its Sub-Contractors) under this Contract, as identified and agreed in the Agreed SLNT Plan;
- “SLNT Plan Template”** means the template for the SLNT Plan set out at Appendix 2 (*SLNT Template*) to this Schedule, to be completed by the Service Provider;
- “Trainee”** means a member of Service Provider Personnel who is registered as a trainee with an industry recognised body; and

**2 Agreed SLNT Plan**

- 2.1 Based on the Initial SLNT Plan, the Service Provider shall:
- (A) further develop the Initial SLNT Plan to reflect the comments and requirements of the Authority; and
  - (B) submit a revised copy of the Initial SLNT Plan to the Authority for Assurance within twenty (20) Business Days of the Contract 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 within forty (40) Business Days of the Contract 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 Service Provider shall amend the Initial SLNT Plan and re-submit it to the Authority for Assurance within the time period agreed in writing between the Parties. If the Authority does not approve the Initial SLNT Plan following its resubmission, the matters preventing such approval shall be resolved in accordance with the Dispute Resolution Procedure.
- 2.3 Without limiting any other provision of this Contract, the Service Provider shall:
- (A) comply with provisions of the Agreed SLNT Plan; and
  - (B) at no additional cost to the Authority and subject to the provisions of paragraph 2.4 below, review and amend the Agreed SLNT Plan and Implementation Plan every twelve (12) Months following the Services Commencement Date or at other times requested by the Authority, to reflect:
    - (a) good industry practice;
    - (b) any changes to the nature of the Services; and
    - (c) any amendments proposed by the Authority.

- 2.4 Any changes or amendments to the Agreed SLNT Plan shall be subject to the Variation provisions in this Contract and shall not be implemented until approved in writing by the Authority.

### **3 SLNT Co-ordinator**

- 3.1 Within twenty (20) Business Days of the Contract Commencement Date, the Service Provider shall nominate a member of Service Provider 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 the Authority 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 Schedule 1 (Key Contract Information).

### **4 Community Relations**

- 4.1 The Service Provider acknowledges and accepts that members of the Authority Group work closely with Third Party organisations to implement the Skills and Employment Strategy.

- 4.2 Accordingly, the Service Provider shall:

(A) at the time of placing an advertisement for a Relevant Employment Vacancy, notify the relevant member of Authority Personnel (and/or any Third Parties nominated by the Authority Group) of such advertisement, providing details of the:

(1) Relevant Employment Vacancy;

(2) date of the advertisement; and

(3) publication in which the advertisement is scheduled to appear or appeared (as applicable); and

(B) attend a minimum of two (2) events each year, at a time and location specified by the Authority, to publicise employment and training opportunities arising from the provision of the Services.

### **5 Monitoring and Reporting**

- 5.1 Subject to paragraph below, the Service Provider shall provide the Authority with a Monthly SLNT Monitoring Report by the Performance Indicator Report Date detailing the Service Provider's performance against the Agreed SLNT Plan.

- 5.2 Failure to provide the Authority with a copy of the Monthly SLNT Monitoring Report within the timescales set out in paragraph 6.1 above shall entitle the Authority to issue a Corrective Action Notice (without limiting any other right the Authority may have).

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

- (A) development and maintenance of training plans pursuant to this Schedule; and
- (B) collection and reporting of the information to the Authority pursuant to paragraph 6.1 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 entitle the Authority to issue a Corrective Action Notice (without limiting any other right the Authority may have).

**7 SLNT Audit**

- 7.1 The Authority may from time to time undertake any audit or check of any and all information regarding the Service Provider's compliance the provisions of this Schedule.
- 7.2 The Service Provider 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 The Authority 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 Service Provider is not, without due cause, disrupted or delayed in the performance of the Service Provider's obligations under this Contract.
- 7.4 The Service Provider 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 Service Provider's performance of this Agreement, whether the Service Provider's own premises or otherwise;
    - (2) equipment (including all computer hardware and software and databases) used (whether exclusively or non-exclusively) in the performance of the Service Provider's obligations under this Schedule, wherever situated and whether the Service Provider's own equipment or otherwise; and
  - (B) complying with the Authority's reasonable requests for access to senior personnel engaged in the Service Provider's performance of this Contract.

## **APPENDIX 1 - SKILLS AND EMPLOYMENT STRATEGY**

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

<http://www.tfl.gov.uk/assets/downloads/corporate/skills-employment-strategy.pdf>

## APPENDIX 2 - SLNT TEMPLATE

The SLNT Plan Template is comprised of the following two (2) documents:

- SLNT Activity Breakdown Template

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

- SLNT Method Statement Template

<b>Apprentice Job Start</b> <i>Content:</i>	
<b>Workless Apprentice Job Start</b> <i>Content:</i>	
<b>Apprentice Start (Existing Staff)</b> <i>Content:</i>	
<b>Workless Job Start</b> <i>Content:</i>	
<b>Workless Graduate Job Start</b> <i>Content:</i>	
<b>Placement Positions</b> <i>Content:</i>	
<b>School Engagement</b> <i>Content:</i>	
<b>Job Start (non-workless)</b> <i>Content:</i>	