

- (b) each of its Drivers engaged in the performance of the Works has a driving licence check with the DVLA or such equivalent before that Driver commences any delivery in connection with the performance of the Works and that the driving licence check with the DVLA or equivalent authority is repeated in accordance with either the following risk scale (in the case of the DVLA issued licences only), or the Manufacturer's risk scale, provided that the Manufacturer's risk scale has been Assurance Accepted by the Purchaser within the last 12 months:
 - (i) 0 – 3 points on the driving licence – annual checks;
 - (ii) 4 – 8 points on the driving licence – six monthly checks;
 - (iii) 9 – 11 points on the driving licence – quarterly checks; or
 - (iv) 12 or more points on the driving licence – monthly checks.

Driver Training

- 4.6 Where the Manufacturer operates Delivery and Servicing Vehicles, the Manufacturer shall ensure that each of its Drivers undergo approved progressive training (to include a mix of theoretical, e-learning, practical and on the job training) and continued professional development to include training covering the safety of vulnerable road users and on-cycle hazard awareness, throughout the duration of this Agreement.

Collision Reporting

- 4.7 Where the Manufacturer operates Delivery and Servicing Vehicles, the Manufacturer shall:
- (a) ensure that it has a system in place to capture, investigate and analyse road traffic collisions that results in fatalities, injury or damage to vehicles, persons or property and for generating Collision Reports; and
 - (b) within 15 days of the Commencement Date, provide to the Purchaser a Collision Report. The Manufacturer shall provide to the Purchaser an updated Collision Report within five working days of a written request from the Purchaser.

Self Certification of Compliance

- 4.8 Where the Manufacturer operates Delivery and Servicing Vehicles, within 90 days of the Commencement Date, the Manufacturer shall make a written report to the Purchaser detailing its compliance with paragraphs 4.4, 4.5 and 4.6 of this Schedule 14 (the *WRRR Self-certification Report*). The Manufacturer shall provide updates of the WRRR Self-certification Report to the Purchaser on each three month anniversary of its submission of the initial WRRR Self-certification Report.

Obligations of the Manufacturer Regarding Subcontractors

- 4.9 The Manufacturer shall ensure that those of its sub-contractors who operate Delivery and Servicing Vehicles shall:
- (a) comply with paragraphs 4.3 and 4.4; and

(b) where its subcontractors operates the following vehicles in connection with the performance of the Works shall comply with the corresponding provisions of this paragraph 4:

(i) For Lorries – paragraphs 4.4, 4.5, 4.6 and 4.7; and

(ii) For Vans – Clauses 4.5, 4.6 and 4.7,

as if those sub-contractors were a party to this paragraph 4.

Failure to Comply with Work Related Road Risk Obligations

4.10 Without limiting the effect of any other clause of this Agreement relating to termination, if the Manufacturer fails to comply with paragraphs 4.3, 4.4, 4.5, 4.6, 4.7, 4.8 and 4.9 the Purchaser may refuse the Manufacturer, its employees, agents and Delivery and Servicing Vehicles entry onto any MSA Facility that is owned, occupied, managed or leased by the Purchaser, any member of the TfL Group or the Operator for any purpose (including but not limited to deliveries).

4.11 The Manufacturer acknowledges that the Safer Lorry Scheme Order will come into force on 1 September 2015 and that it shall not be entitled to make any claim against the Purchaser or to seek any relief or remedy of any nature nor shall the Manufacturer be relieved from any risks or obligations imposed on or undertaken by it under this, Agreement on the grounds of any sanction imposed on it or any of its sub-contractors by any Competent Authority in relation to the Safer Lorry Scheme Order.

5. Appendices

- Appendix 1 Responsible Procurement Performance Review and Action Plan
- Appendix 2 Strategic Labour Needs and Training Monitoring Report Template
- Appendix 3 London Overground Skills Pledge
- Appendix 4 SLNT Output Breakdown
- Appendix 5 Procurement schedule requirements
- Appendix 6 SLNT Plan

Appendix 1
Responsible Procurement Performance Review and Action Plan Template

Agreement Title:				
Agreement Description:				
Manufacturer Name:				
Requirement Description	Manufacturer's statement of compliance with requirement	Action taken by Manufacturer since previous reporting period	Proposed action to be taken by Manufacturer during next reporting period	Action taken by Manufacturer within supply chain to implement this requirement during previous reporting period
CompeteFor				
Meet the Buyer Event				
Community Relations				
Strategic Labour Needs and Training Plan (including submittal of the Strategic Labour Needs and Training Monitoring Report)				
Ethical Sourcing Practices				

Appendix 2

Manufacturer Name:

Agreement Ref:

Date:

Monitoring period:

Supplier	Period	Total Apprentice Hours	Total Workman Hours

PLEASE NOTE: The data you provide on this form is only for internal CNA Group use. It is kept securely and is not shared more widely. The data is used to generate monitoring reports on the age, ethnicity and gender of employees across the CNA Group supply chain and individuals are not included in those reports. To protect an employee's identity, please use an employee reference number rather than name if you prefer, and let us know if you do not headcount such a chain placement. "Refer not to us". The monitoring data is requested by the CNA to ensure that we are meeting diversity in our supply chain across London, and your cooperation is appreciated.

Job Starts

Previous Reporting Period

Employer	Job Starts this quarter (Nos)	Total Number employed on site	Male (Nos)	Female (Nos)	Disability (Nos)	Ethnicity	Age	Home Borough	Home Postcode	Occupations	Number of Non- completions/ withdrawals before six months	Start Date

Graduates

Previous Reporting Period

Employer	Graduates starts this quarter (Nos)	Total Number employed on site	Male (Nos)	Female (Nos)	Disability (Nos)	Ethnicity	Age	Home Borough	Home Postcode	Occupations	Number Non- completions	Start Date

Placement Positions

Previous Reporting Period

Employer	Placement starts this quarter (Nos)	Total Number employed on site	Male (Nos)	Female (Nos)	Disability (Nos)	Ethnicity	Age	Home Borough	Home Postcode	Occupations	Number Non- completions	Start Date

Workforce Skills

Previous Reporting Period

Employer	Workforce Skills this quarter (Nos)	Total Number employed on site	Male (Nos)	Female (Nos)	Disability (Nos)	Ethnicity	Age	Home Borough	Home Postcode	Occupations	Number of Non-completions

Previous Reporting period

Number who have completed Mandatory Training	Qualification / Level	Number who have completed Non-Mandatory Training	Qualification/ Level

Work Experience

Previous Reporting Period

Employer	Work Experience starts this quarter (Nos)	Total Number employed on site	Male (Nos)	Female (Nos)	Disability (Nos)	Ethnicity	Age	Home Borough	Home Postcode	Occupations	Number of Non-completions	Start Date

Works Apprentices and Graduates

Previous Reporting Period

Apprentices

Employer	Apprentice (existing) (Nos)	Apprentice (new) (Nos)	Total Number employed on site	Male (Nos)	Female (Nos)	Disability (Nos)	Ethnicity	Age	Home Borough	Home Postcode	Occupations	Number of Non-completions	*Unique Apprentice Identifier (LO3)

* NB. Unique identifier (LO3). This is a 12 character identifier, obtained from box L03 on the Apprentice's Individual Learner Record (ILR). This record is held by the respective training provider.

Previous Reporting Period

Graduates

Employer	Graduates starts this quarter *(Nos)	Total Number employed on site	Male (Nos)	Female (Nos)	Disability (Nos)	Ethnicity	Age	Home Borough	Home Postcode	Occupations	Number of Non-completions

KEY – ETHNICITY

1. White: British
2. White: Irish
3. White: Other
4. Mixed White & Black: Caribbean
5. Mixed White & Black: African
6. Mixed White & Asian
7. Mixed Other
8. Asian or Asian British: Indian

KEY - AGE

9. Asian or Asian British: Pakistani
10. Asian or Asian British: Bangladeshi
11. Asian or Asian British: Other
12. Black or Black British: African
13. Black or Black British: Other
14. Chinese
- 15 Other Ethnic group
16. Prefer not to say

REDACTED

**Appendix 3
London Overground Skills Pledge**

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Part 3.3.1 Responsible Procurement Plan (MSA)

A2 Bombardier NRSLO Skills Pledge

London Overground New Passenger Rolling Stock Project
ITR Services Agreement
Draft (1): 12 August 2011

Appendix 3
London Overground Skills Pledge

London Overground



London Overground Skills Pledge

On behalf of Bombardier Transportation UK Ltd

I, [REDACTED]

Am making a commitment that we shall:

- Actively encourage and support our employees to gain the skills and qualifications that will meet the needs of London Overground and our business and will support their future employability
- Further support our employees to acquire basic literacy and numeracy skills and work towards their first full Level 2 qualification
- Demonstrably raise our employees' skill and competencies to improve our organisational performance through investing in economically valuable training and development

Signed

[REDACTED]

Date 3/11/14

Name

[REDACTED]

Position

[REDACTED]

Company

Bombardier Transportation UK Ltd

London Overground Skills Pledge

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Appendix 4
SLNT Output Breakdown

SLNT Category	Yr 1	Yr 2	Yr X	Total No.	Total
Transport for London priorities (at least 50%)					
Apprentices (new)					
Graduates					

Appendix 5

Procurement Schedule Requirements

The Manufacturer shall provide and maintain a detailed procurement schedule (*Procurement Schedule*) in Excel format substantially in the form below identifying:

1. All packages, proposed and actualised purchase orders, subcontracts, supplies and service orders including training;
2. Work scope / packages proposed to be performed direct by the Manufacturer;
3. Planned, forecast and actualised milestone dates for each of the procurement activities;
4. Budget allocations of the prices against each of the planned packages; and
5. All other relevant information as required by the procurement schedule template;

For packages where significant subcontracting by proposed subcontractors is anticipated, the Manufacturer shall unless otherwise agreed by the Purchaser, ensure that subcontractors similarly complete, submit and keep updated a Procurement Schedule in respect of their part of the Works, which shall reflect the same level of information in respect of proposed subcontractor procurement as that required under the Agreement.

Responsible Procurement Schedule

A	B	C	D	E	F	G	H	I	J	K	L	M
Package Reference	Description/ Title of Package	Subcontractor (Y/N)	Status	Approximate Tender Value	ITT/ Bid/ Enquiry Issue Date	Award/ Order Placing Date	Commencement Date	Contract Completion Date	Subcontractor/ Supplier Name	Country of Registration	Country and Post Code where Works or Services will be undertaken	Awarded to SME? (Y/N)
									Subcontracts Placed			
Proportion to SMEs												

REDACTED

Appendix 6
SLNT Plan

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Part 3.3.1 Responsible Procurement Plan (MSA)

A. Introduction

Bombardier is fully committed to delivering an effective and robust approach to responsible procurement and embedding our responsible procurement plan within the delivery of our work for the New Rolling Stock for London Overground (NRSLO) project. This document is our draft responsible procurement plan for the NRSLO contract, Schedule 14 of the MSA.

Our headline responsible procurement commitments and the outcomes we will support are summarised below:

- Allocation of responsible procurement representative responsibilities to the most senior role on the project leadership team, the Project Director, [REDACTED]
- A responsible procurement team including Strategic Labour Needs and Training (SLNT) Co-ordinator, with a clear and transparent governance structure – including establishment of the Responsible Procurement Steering Group and alignment with the Crossrail Responsible Procurement team.
- A commitment to ensure that responsible procurement obligations are cascaded down to all tiers of the supply chain.
- Minimum SME targets of 25% for the Train Works element of the project.
- Full compliance with the SLNT requirements of Schedule 14 of the MSA for graduates and apprentices for the duration of the Train Works element of the project.
- A commitment to use all reasonable endeavours, including audits and spot checks, to ensure that London subcontractors and suppliers of all tiers pay their employees not less than the London Living Wage.
- A commitment to work closely with RfL to identify and respond to further emerging responsible procurement opportunities throughout the duration of the contract.
- Although Bombardier is not classified as a freight provider, we commit to working with RfL to identify an appropriate scheme (such as the Fleet Operator Recognition Scheme) and strategy in relation to the Train Works element of the procurement whereby any freight vehicles and vans are leaving the Derby site for any of the London-based maintenance facilities utilised on the NRSLO project.

Our draft responsible procurement plan has been written with a focus on deliverability. Bombardier understands that the key to successfully identifying and implementing long-term responsible procurement objectives is embedding responsible procurement within our day-to-day activity.

In developing this plan we continue to review our existing activity and processes and have taken a pragmatic approach, including the lessons learnt from working closely with TfL on the responsible procurement elements of Crossrail, to enable us to deliver credible responsible procurement objectives across our operations and throughout our supply chain.

Bombardier Transportation UK (Bombardier) aspires to be an industry leader for corporate responsibility and responsible procurement. The Bombardier policies and procedures relating to these important aspects of our operations are embedded within our organisation.

Our Corporate Responsibility Policy sets a focus on six key areas of activity, which are aligned to the requirements of the Greater London Authority and RfL Responsible Procurement Policy:

- Engaging our suppliers

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Part 3.3.1 Responsible Procurement Plan (MSA)

- Governing effectively
- Valuing our employees
- Building responsible products
- Operating sustainably
- Acting as a responsible citizen

Over the last six years we have undertaken significant activity to develop and refine our corporate social responsibility activity, building on our experience on the London Overground and Crossrail projects and our work with Rail for London, LUL and TfL, where we have delivered activity to support workforce and supplier diversity both for the Train Works, Depot Works and Services elements of projects.

Features	Benefits
The Responsible Procurement Representative will be the NRSLO Project Director, supported by a nominated SLNT Co-ordinator	Responsible Procurement accountability sits at the very top of Bombardier's project delivery organisation, ensuring full visibility of responsible procurement deliverables and cognisance with respect to project decision-making
Bombardier has extensive experience of successfully delivering SLNT commitments to London through recent projects with RfL (Class 378s) and Crossrail	Bombardier understands the importance and complexity of delivering credible Responsible Procurement benefits and will use this experience to optimise the delivery of our NRSLO commitments
Bombardier proactively engaged with CompeteFor through the Crossrail contract and will bring this experience and ongoing learning to the NRSLO project	Bombardier's experience and knowledge of working with RfL's Responsible Procurement stakeholders will allow us to prepare during the bid phase and deliver the Train Works plan effectively from day one
Bombardier has an established UK supply chain that will play a major part in delivering and exceeding our SLNT and SME targets.	Bombardier's unique understanding and relationship with our extensive UK supply base will allow us to ensure Responsible Procurement responsibilities are flowed down through the supply chain

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Part 3.3.1 Responsible Procurement Plan (MSA)

B. Bombardier and Responsible Procurement

Responsible procurement for Bombardier is about ensuring that when we procure services and goods and deliver contracts, we are taking account of and promoting best practice with regard to supplier diversity, ethical sourcing, community benefits and fair employment practices.

We recognise that there are considerable social and economic benefits for undertaking a process of responsible procurement as well as benefits for Bombardier's UK operations such as:

- Attracting and recruiting employees from a broader talent base
- Identifying new potential suppliers and investors to drive competition and reduce costs
- Improvements in working conditions – labour standards, health and safety, a culture of integrity and respect that support and increase employee motivation and productivity
- Increasing innovation and creativity
- Working closely with the local community to maximise local talent and positively promote the Bombardier brand

Our approach to responsible procurement is supported by the partnership we have with our key suppliers who all sign up to our 'Supplier Code of Conduct' (attached as an appendix to this document), ensuring they work with us to deliver responsible procurement activity.

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Part 3.3.1 Responsible Procurement Plan (MSA)

B1 Document Structure

This bid response outlines our responsible procurement response to Schedule 14 of the MSA and is structured as follows:

Title	File Name
C. Monitoring and Co-ordination	<ul style="list-style-type: none"> Responsible procurement representative and SLNT Co-ordinator Responsible procurement steering group and project team Implementation and reporting arrangements Draft responsible procurement plan and method statement Supply chain compliance and Implementation arrangements
D. Diversity* <small>*The detailed Supplier Equality and Diversity Plan can be seen in the response to Schedule 12 of the TSA</small>	<ul style="list-style-type: none"> Supporting, communicating and working alongside our suppliers
E. Strategic Labour Needs and Training (SLNT) and delivery against TfL priorities	<ul style="list-style-type: none"> Developing a sustainable long-term relationship with the NRSLO Community Relations Representative Draft Strategic Labour Needs and Training (SLNT) plan Proposed SLNT targets Qualifications and training programmes
F. London Living Wage and FORS	<ul style="list-style-type: none"> Our draft and subsidiary London Living Wage Plan Implementation arrangements Fleet Operator Recognition Scheme
G. Appendices	<ul style="list-style-type: none"> Bombardier equality policy Bombardier NRSLO skills pledge Bombardier 'Respect for People' campaign poster Bombardier Supplier Code of Conduct Responsible Procurement Representative CV – [REDACTED]

Throughout this response we have used highlighted boxes to illustrate our previous experience of delivering responsible procurement and to showcase similar approaches adopted and delivered in our day-to-day operations on other contracts.

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Part 3.3.1 Responsible Procurement Plan (MSA)

C. Monitoring and Co-ordination

An effective management structure is required to ensure that our responsible procurement plan is delivered across our NRSLO activity and throughout our supply chain.

Our responsible procurement management arrangements for the Train Works comprise the following main components:

- Our responsible procurement representative and SLNT co-ordinator
- Our responsible procurement plan and method statement
- Implementation and reporting arrangements
- Communicating, encouraging and ensuring supply chain compliance

The organisation chart below shows how our responsible procurement representative (the NRSLO project director, [REDACTED]) will lead the Bombardier Responsible Procurement Steering Group and report directly to the Bombardier Executive Steering Group. We have allocated resource to support the delivery of the Bombardier responsible procurement plan from within the NRSLO project delivery team.

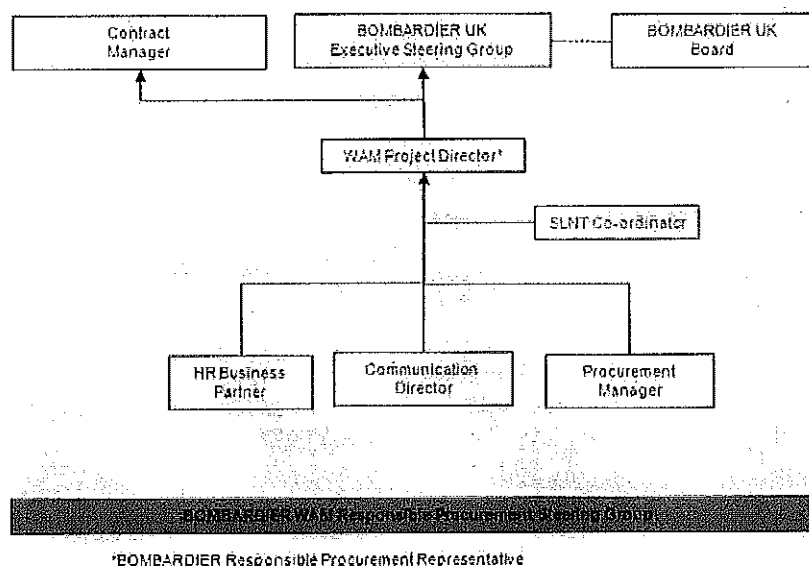


Figure 1: NRSLO project organisation chart

Bombardier's approach ensures that responsible procurement activity will be monitored and reported at a project level by the appropriate functional resource. It also demonstrates our commitment to ensure that accountability for responsible procurement is transparent and reported at the highest levels within Bombardier.

The structure (as seen above) and commitment to delivering responsible procurement activity remains constant throughout the life of the NRSLO project, with the individual project directors (responsible procurement representative) changing as the project transitions through its relevant phases (for example, the transition from the train works to the maintenance stage).

In order to ensure that we implement the ongoing lessons learned from the Crossrail Responsible Procurement and gain continuity of expertise, the Crossrail Responsible Procurement team have been at the forefront of providing the inputs to this submission. Should Bombardier be successful in this opportunity we will align the roles where

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appropriate between the projects to ensure the delivery of the bid commitments is managed by the people who understand the Responsible Procurement process, have been involved in identifying the deliverables from the bid phase and who will be able to implement lessons learned from the Crossrail process on a continual process for the duration of the project.

C1 Our responsible procurement representative

To recognise the importance of the responsible procurement activity we have allocated the role of responsible procurement representative to the NRSLO project director, [REDACTED]. Our responsible procurement representative, the project director, will direct, guide and lead our activity and ensure senior level commitment to the delivery of our responsible procurement plan, including;

- Own responsibility for Bombardier's performance against Responsible Procurement objectives
- Ensure Responsible Procurement is visible and is reported at all levels of the Bombardier organisation
- Manage the delivery of the responsible procurement plan through the SLNT Co-ordinator
- Establish and lead the Bombardier Responsible Procurement Steering Group, and chair and convene meetings
- Oversee the update of the responsible procurement plan and subsidiary plans

C2 Bombardier NRSLO Responsible Procurement Steering Group and Team

Our responsible procurement representative will convene and direct a Responsible Procurement Steering Group for the full duration of the NRSLO project. The Bombardier NRSLO Responsible Procurement Steering Group (RPSG) will meet monthly during the first six months of the contract and then quarterly. They will be responsible for reviewing progress against our agreed responsible procurement plan targets and producing updates and reports on progress as required.

The membership of the Responsible Procurement Steering Group will evolve during the key stages of the project (i.e. transition from train works and depot works to services). The core positions have been identified below.

C2.1. Procurement manager

The procurement manager will be responsible for the delivery of our supplier diversity and supply chain engagement activity in relation to responsible procurement. They will play the lead role in:

- The management and delivery of our supplier diversity plan including use of CompeteFor
- Compliance with agreed SME targets and identification of further emerging opportunities
- The management and delivery of our activity to engage our supply chain and ensure its compliance with the responsible procurement objectives

C2.2. SLNT Co-ordinator

The SLNT Co-ordinator role will be created for the NRSLO project and be the single point of customer contact for all matters relating to Responsible Procurement. Liasing directly with the HR Business Partner and the Project Procurement manager, they will manage the implementation of the plan and be responsible for:

- Collation of responsible procurement monitoring and other appropriate information and production of responsible procurement reports

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- General administration support for the delivery of responsible procurement activity.

Delivery of responsible procurement will also be supported by roles based centrally within Bombardier. These roles and their responsibilities in relation to the responsible procurement requirements are shown below.

C2.3. Human resources business partner

The Bombardier Human Resources Business Partner (HRBP) will be responsible for:

- The delivery of our equality and diversity strategic plan, labour and skills gap plan, strategic labour needs and training plan and London Living Wage Plan.
- Acting as the key point of contact for the NRSLO Jobs and Skills team and ensuring that Bombardier and its suppliers are working to achieve our employment and training objectives.

The Bombardier HR Business Partner already provides support to a number of projects within London and the South East, including Crossrail, London Underground Limited and East and North London Lines and is highly experienced in working with TfL to deliver responsible procurement outputs.

C2.4. Bombardier communications director

The Bombardier communications director will be responsible for public affairs and public relations on the contract, including in the area of responsible procurement:

- Design and production of communications material as part of the responsible procurement activity, such as responsible procurement guidance for suppliers.
- Support for responsible procurement events such as supplier briefings and meet the buyer events.

C2.5. Responsible procurement auditors

Responsible procurement audits of our supply chain will be undertaken through our standard audit process, which will be delivered by our NRSLO project buying team.

C3 Our responsible procurement plan and method statement

In line with our corporate responsibility policy and business-wide commitment to create meaningful economic, social and environmental benefits, we have developed a Bombardier responsible procurement policy.

Our responsible procurement objectives for the Train Works element of the NRSLO project are:

- Promote internally our responsible procurement policy to support delivery of responsible procurement activity
- Incorporate lessons learned from our Crossrail experience to establish and implement an effective set of monitoring and reporting procedures
- Communicate and ensure responsible procurement compliance by subcontractors
- Implement our SLNT plan and Method Statement
- Implement our ethical sourcing plan*
- Implement our supplier London Living Wage Plan

Building upon our ongoing Crossrail experience, we recognise that a clear and focused action plan is essential to the credible delivery of our responsible procurement objectives.

Set out below is our draft responsible procurement plan and implementation arrangements for the Train Works. Our responsible procurement representative and SLNT Co-ordinator will be responsible for delivering this plan with support from our

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Part 3.3.1 Responsible Procurement Plan (MSA)

NRSLO project team. We will refine the contents of this plan, in partnership with Rail for London, prior to the contract start date for issue four weeks from the Commencement Date.

*The Ethical Sourcing Plan can be found in Part C 3.3.2 of the submission

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Part 3.3.1 Responsible Procurement Plan (MSA)

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Table 1: Draft responsible procurement plan and implementation arrangements for the Train Works

ID	Responsible Procurement Objective	Current Position/Baseline	Action/Task	When	Person Responsible	Measure of Success
RP1	To establish and run our responsible procurement policy and plan.	We have a written responsible procurement policy that is aligned to our Corporate Social Responsibility (CSR) activity and the Greater London Authority responsible procurement requirements.	Widely publicise and brief all Bombardier employees involved in the project on our policy and responsible procurement plan to ensure all deliverables are understood and are being undertaken.	Immediately upon Contract Award.	Responsible procurement representative, SLNT Co-ordinator, HR business partner and communications director.	Policy available and rolled out via Bombardier communications (through Site Notices) and ExpressNet (intranet).
RP2	To monitor and report Responsible Procurement progress.	Draft responsible procurement plan and sample data monitoring forms in place.	See actions in text below, which include: Collecting RP data including workforce monitoring and SLNT activity Production of RP progress reports On-going updates to RP Plan	Contract award and then ongoing.	Responsible procurement representative and SLNT Co-ordinator.	Responsible procurement data collected and responsible procurement reports produced in a timely fashion.
RP3	To communicate, encourage and ensure responsible procurement compliance by our contractors.	Bombardier has a Supplier Code of Conduct (included as an Appendix to this document). Suppliers are required to commit and sign this document to ensure they support Bombardier CSR activity. In addition, Bombardier has created a Responsible Procurement guidance document for Crossrail suppliers. This will be rolled-out for the NRSLO project	Amend the Crossrail responsible procurement guidance document to help subcontractors and sub-subcontractors of all tiers understand and implement responsible procurement. Distribute the Responsible Procurement guidance document to subcontractors and sub-subcontractors. Develop responsible procurement appendix to Supplier Code of Conduct document and require all suppliers to sign up to this.	Start-up phase.	Responsible procurement representative, project buyers, procurement manager.	Guidance document available and record kept of committed suppliers.

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Part 3.3.1 Responsible Procurement Plan (MSA)

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ID	Responsible Procurement Objective	Current Position/Baseline	Action/Task	When	Person Responsible	Measure of Success
RP4		Employee training covering our CSR and ethical sourcing activity is in place as a direct result of the Employee Performance Management Process (PMP).	Develop and deliver project specific Responsible Procurement training to all relevant Bombardier employees who will be involved in delivery of Responsible Procurement related activity. Include Responsible Procurement within the employee PMP objectives.	Ongoing through all phases of the project.	Functional managers and directors.	Responsible Procurement objectives written into employee PMPs All relevant employees attending project specific responsible procurement training.
RP5		Procurement employees training and/or familiarisation refresher takes place during internal and 'off-site' workshops.	Deliver focused Responsible Procurement training to Procurement employees who will be dealing directly with suppliers, and who will be responsible for ensuring compliance with and delivery of Responsible Procurement commitments.	Immediately upon Contract Award.	Buyers and HR Business Partner.	All procurement employees will attend and there will be an increased understanding of responsible procurement resulting in increased compliance and delivery within the supply chain.
RP6		Bombardier has a robust supplier audit process (Supplier Evaluation and Approval Process (SEAP)) in place to ensure compliance to our requirements. Responsible procurement has been embedded into this process for the Crossrail project	Continue the activity in relation to Responsible Procurement within the current Bombardier supply base (including experience for Crossrail) Include Responsible Procurement in any new supplier audits.	Immediately upon Contract Award.	Procurement manager and project buyers.	Report to be available on baseline level of responsible procurement activity within the supply chain.
RP7		Responsible procurement requirements included in the	Issue responsible procurement questionnaire to all new suppliers to	Immediately upon Contract	Procurement Manager and Project Buyers.	Report to be available highlighting levels of

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Part 3.3.1 Responsible Procurement Plan (MSA)

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ID	Responsible Procurement Objective	Current Position/Baseline	Action/Task	When	Person Responsible	Measure of Success
		project information issued to potential suppliers.	establish the current level of compliance. Issue the bespoke responsible procurement guidance document developed for Crossrail to help subcontractors and sub-suppliers at all tiers of the supply chain to understand and implement responsible procurement.	Award.		supplier Responsible procurement compliance Responsible procurement guidance document issued to suppliers of all tiers.
RP8		Suppliers' offers are evaluated and assessed through SOET (Supplier Offer Evaluation Tool) and for the Crossrail project includes project specific responsible procurement requirements	SOET contains project specific parameters. Use the Crossrail project SOET for NRSLO project.	Supplier negotiation and selection phase.	Procurement Manager.	NRSLO project specific SOET tool will be available.
RP9		Bombardier holds "Supplier Day" events for new projects to ensure the key aspects of the project are communicated to supply chain.	Organise and deliver responsible procurement briefings as part of the project supplier days in London and Derby to help subcontractors and sub-subcontractors understand and implement responsible procurement.	Start-up phase	Responsible procurement representative, procurement manager and project buyers and communications director.	Agenda and feedback from the event will be published. Increased supplier awareness of responsible procurement objectives.
RP10		Project specific requirements are cascaded to suppliers through supplier contracts.	Include full set of Responsible Procurement clauses in all supplier contracts. Discuss responsible procurement requirements with direct subcontractors during all stages of the procurement process, stressing the importance of compliance and encouraging compliance at all tiers of	Supplier negotiation and selection phase.	Procurement manager and project buyers.	Inclusion of responsible procurement clause in all supplier contracts.

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Part 3.3.1 Responsible Procurement Plan (MSA)

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ID	Responsible Procurement Objective	Current Position/Baseline	Action/Task	When	Person Responsible	Measure of Success
			the supply chain.			
RP11		In all subcontract adverts and invitation to tender (ITT) documents, include responsible procurement as a key obligation.	Ensure that responsible procurement is included in all adverts and tender documents as a key obligation.	Supplier selection phase and through all phases of the project.	Project procurement and commodity buyers, HR business partner and communications director.	Adverts and ITT template to include a responsible procurement obligation at all tiers of the supply chain.
RP12		Bombardier holds Quarterly Business Reviews (QBRs) at a strategic level with all key suppliers. Supplier project specific reviews also take place.	Undertake responsible procurement health checks of direct subcontractors to check progress. As part of supplier review sessions, include responsible procurement deliverables as a standard agenda item to ensure progress is monitored on a regular basis.	Quarterly, and during each project review.	Strategic and project buyers and procurement manager.	Agenda and minutes of reviews to be available, including list of agreed actions and mitigations for suppliers in relation to responsible procurement.
RP13		Supply chain members compliance and delivery of Bombardier corporate responsibility approach is considered through project specific reviews.	Use project reviews to discuss and agree any emergency or remedial action required to address any poor responsible procurement performance. Reviews will be monthly, weekly or daily depending on the issue – the frequency depends on the severity. Onsite support will be available for critical suppliers to ensure they meet the responsible procurement requirements.	As required – ongoing through all project phases.	Project buyer and procurement manager where required.	Action list established following the review with clear objectives and deadlines to mitigate. TfL Responsible Procurement team to be made aware of emerging issues and mitigations
RP14	To establish and implement a set of robust monitoring and reporting	We already collect SME data through our supply chain registration process, and have implemented a	We will utilise the Crossrail monitoring and reporting system for SME and diverse supplier data including the inclusion of an SME questionnaire	Commencement date.	Procurement manager, SLNT Co-ordinator.	Adapt supplier registration process to enable reporting on SME engagement and

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ID	Responsible Procurement Objective	Current Position/Baseline	Action/Task	When	Person Responsible	Measure of Success
	procedures.	reporting system for the Crossrail project.	within our supplier registration process. A baseline will be established at contract award.			status.
RP15		Suppliers will be audited where there are concerns around any aspect of their activities, which will have been identified through the Health Checks.	Audit subcontractor's responsible procurement performance where there are concerns around compliance.	Through all phases of the project.	Procurement manager and project buyers.	Audit report produced, including all actions and timescales to mitigate.

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In addition to the tasks detailed in Table 1, we will also implement and deliver the following sub-plans: supplier diversity plan (within the Schedule 12 TSA submission), SLNT plan/method statement, ethical sourcing plan (submission document Part C 3.3.2) and London Living Wage plan.

Our key monitoring and reporting activity is detailed below. We will submit quarterly responsible procurement progress reports to NRSLO in the required format as required by Schedule 14 of the MSA.

C3.1. Monitoring and implementation arrangements

Our responsible procurement plan and supporting plans will be maintained as live documents in spreadsheet form. We will capture progress on the responsible procurement activity from within our supply chain, including the collection of SLNT outcomes and supplier diversity data. This information will be obtained in advance of our reporting cycle to RfL so that our quarterly reports fully reflect up-to-date activity on the project, including supply chain delivery.

C3.2. Reporting arrangements

Our SLNT Co-ordinator will collate the information from our responsible procurement monitoring to produce a draft progress report. This will be reviewed by our project director (responsible procurement representative) before being finalised for issue to the client.

The quarterly responsible procurement progress reports will use the required NRSLO format and contain information on the following:

- Responsible procurement progress – Including performance against our action plan, any areas of concern or particular successes and strategic labour needs and training monitoring as prescribed in Appendix 1 and Appendix 2 of Schedule 14 of the MSA.
- Supplier diversity reporting – Including SME, BAME, suppliers from under-represented or protected groups, suppliers demonstrating a diverse workforce as prescribed in Appendix 5 of Schedule 14 of the MSA
- Progress on SME targets and level of spend to date
- CompeteFor reporting – including number of opportunities posted and awarded through CompeteFor
- SLNT reporting – detailing SLNT outcomes and status as prescribed in Appendix 4 of Schedule 14 of the MSA
- Ethical sourcing practices reporting (as per Part C 3.3.2 of this submission)

C3.3. Key dates

This draft responsible procurement plan shows indicative timescales for our responsible procurement activity. In its finalised version this section of our plan will be used to confirm key dates from the point of contract commencement and in line with the NRSLO reporting periods.

Key dates will include:

- Proposed quarterly responsible procurement progress report submittal dates
- Proposed dates for responsible procurement progress meetings with RfL
- Proposed dates for internal audits of responsible procurement progress
- Proposed dates for updating our responsible procurement plan and associated policies

D. Communicating, encouraging and ensuring subcontractor compliance

Our overarching responsible procurement plan details a number of SMART (Specific, Measurable, Achievable, Realistic and Time bound) tasks we will undertake to communicate,

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encourage and work towards responsible procurement compliance by our subcontractors and the lower tiers of our supply chain. In summary, we will:

- Use our **responsible procurement guidance** document to help subcontractors and sub-subcontractors at all tiers of the supply chain to understand and implement responsible procurement.
- Organise and deliver **responsible procurement briefings** to help subcontractors of all tiers understand and implement Responsible Procurement.
- Distribute **responsible procurement guidance document** and existing Bombardier Supplier Code of Conduct to subcontractors of all tiers.
- Undertake **research into responsible procurement policies** of current, new and potential suppliers, to understand how much support they may require to comply with the **responsible procurement** requirements.
- Undertake **responsible procurement health checks** of direct subcontractors to check progress against responsible procurement objectives.
- Deliver **responsible procurement inductions and briefings** to relevant Bombardier employees (e.g. HR and commercial employees) and continue to incorporate into our Performance Management Process (PMP) and employee training.
- Provide **1-2-1 responsible procurement support** as required and on request to Bombardier and our supply chains' employees.
- Discuss **responsible procurement requirements** with first tier subcontractors during all stages of the procurement process, stressing the importance of compliance.
- In all **subcontract adverts and tender documents**, include responsible procurement as a key, achievable obligation.
- Include full sets of cascading **responsible procurement clauses** in all subcontracts.
- Use **supplier project reviews** to evaluate subcontractors' and suppliers against Responsible Procurement performance.
- Promote **responsible procurement achievements** and reward best practice (supplier awards) to incentivise continuous improvement.
- **Audit** subcontractor's responsible procurement performance where there are concerns around compliance.
- Use **supplier reviews** to discuss and agree any emergency or remedial action required to address poor responsible procurement performance, at a frequency suitable to the severity of the issue.

We have communicated and encouraged our supply chain and will encourage any new potential suppliers to develop and consider their own approach to support the delivery of responsible procurement.

Responsible Procurement is an incumbent part of the supplier project terms and conditions for the Crossrail project, and in turn will be carried over in full to form part of the NRSLO supplier terms and conditions.

Additional information on Supplier engagement can be found as per Instruction in Part C 3.3.1 (TSA) within the Supplier Equality and Diversity Plan and in the draft responsible procurement plan in section C.3 of this document.

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E. Strategic Labour Needs and Training (SLNT) and delivery against TfL priorities

This section describes our detailed proposals for:

- Our draft SLNT plan/method statement
- Our proposed SLNT targets

As a business Bombardier has long recognised that our continued success relies on hiring, training, motivating and retaining people with the skills and commitment our business needs. All our employees have an annual appraisal with a tried and tested Performance Management Process (PMP), which enables us to provide training and development opportunities for all of our employees and new recruits.

We take our role and activity in relation to strategic labour needs and training very seriously and are committed to investing in this as a business. We will work through the life of the Train Works to deliver opportunities for training, development and employment for all. Bombardier has signed the NRSLO Skills Pledge, which is included as an appendix to this document. All first-tier suppliers will also be expected to sign and comply with the Skills Pledge upon contract award.

We actively seek to develop long-term sustainable working relationships with organisations and partners who share our vision and aspiration to develop the future skills base for our industry. We have been working with Job Centre Plus promoting our vacancies through their systems to ensure barriers to entry are removed. We are working in partnership with the University of Derby to source graduates for the Train Works and have developed a shared approach to future training, which includes provision of internships linked to their courses. We are also a long-term member of the National Skills Academy for Railway Engineering (NSARE).

Our SLNT commitment and proposed activity is detailed later in this document.

Bombardier is committed to investing in skills and employment activity to ensure equality of access to opportunities and to deliver a skills legacy for Derby and the UK Rail Industry. We pride ourselves on our approach to workforce development, the effectiveness of which is evidenced by our low turnover rates.

Our commitment to SLNT, which is embedded within our business, has informed the development of our SLNT objectives for this contract in both the MSA and TSA, which are to:

- Inspire future talent by providing work placements, workforce skills, work experience and schools engagement activity
- Ensure SLNT considerations are included in the selection, contracting and management of subcontractors and suppliers and make subcontractors and suppliers aware of support to encourage and promote SLNT activity within the supply chain
- Attract, develop and retain personnel with the skills (including numeracy and literacy) necessary to deliver the project, including provision of apprenticeships and graduates
- Develop (and review periodically) training plans for apprentices and other trainees
- Monitor and report SLNT outcomes

E1.1. Headline commitments

For the Train Works SLNT outputs Bombardier is compliant with the requirements of Schedule 14 of the MSA.

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SLNT Category	2015	2016	2017	2018	Total
Apprentices (new)	5	5	5	5	20
Graduates	3	3	3	3	12
				Total	32

Figure 2: SLNT Outputs (Train Works)

G1.1.2 Qualifications and training programmes - Delivering apprentice opportunities

Bombardier recruits advanced apprentices who achieve an NVQ3 with a particular bias in terms of a skill, e.g. electrical, mechanical, and welding. These are determined by business requirement. We currently have 30 apprentices at different stages of the scheme, with another 15 who joined us in September 2014 and a further four who will be based in Crewe working on component repair.

Our programme commences with the apprentices spending approximately nine months in a Learning and Development Centre, with an approved college taking them to an NVQ2 (Performing Engineering Operations). Upon completion of this stage they then return to Bombardier and rotate around various projects and departments on the Derby site, or in Services developing evidence towards their NVQ3. Verification of this evidence is conducted externally. We have also developed internally a series of phase tests, which demonstrate that the apprentices can put their learning into practice. These phase tests will be reviewed to ensure they align with the NRSLO project requirements. We have strengthened the programme by including secondments into the quality, health and safety and plant engineering functions.

Apprentices gain qualifications throughout the period of their apprenticeship. Typically these are:

- During 1st year an NVQ2 in Engineering is attained, and the target is to complete a BTEC by the end of the second year. During the remainder of the apprenticeship, typically qualifications attained include:
 - NVQ level 3 – Extended Diploma in Engineering Maintenance
 - BTEC Level 3 Diploma in Engineering

There are additional framework elements that apprentices also complete including Employment Rights and Responsibility, and Personal Learning and Thinking Skills.

The training Plan for an engineering apprenticeship in year 1 is shown below:

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Training Plan
Bombardier Engineering Apprenticeship Year 1

Learning Unlimited



ETEC L3 Diploma in Engineering – This table shows year 1 of the two year ETEC programme which will be day release on Mondays. Units broken down as follows: Health & Safety, Mathematics, Mechanical Principles, Electrical Principles, Materials, Computer Aided Design.

E1.2. Providing graduate opportunities

Bombardier had 14 graduates enter the business in 2013 who are working across the train works and maintenance operations. In September 2014 we recruited 12 graduates on to our two-year programme in the following specialist areas: engineering, operations, project management, quality and procurement.

Our structured induction programme gives a unique insight into Bombardier, while real work on a series of rotational projects will develop the graduates' skills and give a thorough grounding in the relevant function. Mentoring is provided from Chartered and Senior Engineers and Managers who give the continuous support and coaching graduates need to gain Chartered status. Bombardier has an approved chartered status graduate programme – we currently run two different accredited programmes – CIPS and Institution of Engineering and Technology (formerly Institute of Electrical Engineers). This programme has been so successful it has been accredited for a further three years.

The draft SLNT Plan/method objectives and actions are set out below, including the process for ensuring that our supply chain take SLNT considerations into account.. Our human resources business partner will be responsible for delivering this plan and be supported by our SLNT Co-ordinator and the Responsible Procurement team.

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Draft SLNT Plan

ID	Equality & Diversity Objective	Current Position/ Baseline	Action/Task	When	Person Responsible	Measure of Success
SLNT 1	To support and deliver additional local recruitment opportunities by developing a long-term relationship with NRSLO's Responsible Procurement Representative.	On-going engagement with Job Centre Plus and establishment of systems which are aligned to promote all our vacancies on their system.	Meet with the NRSLO team to discuss how our own recruitment processes can be aligned to team processes to ensure all emerging vacancies are shared effectively, including emerging opportunities within the supply chain.	Ongoing	HR Business Partner and SLNT Co-ordinator	Transparency of processes and alignment with RfL on Responsible Procurement commitments
SLNT 2			Meet with the NRSLO Responsible Procurement lead to confirm the SLNT obligations.	Ongoing	HR Business Partner and SLNT Co-ordinator	Meeting programme and obligations agreed.
SLNT 3			Produce recruitment protocol and send any emerging vacancies to Job Centre Plus (JCP).	Ongoing	HR Business Partner	All vacancies issued.
SLNT 4			Liaise on an on-going basis with the NRSLO team to discuss and review progress in relation to SLNT.	Ongoing	HR Business Partner and SLNT Co-ordinator	Agree review processes and ensure effectiveness of approach
SLNT 7	To attract, develop and retain personnel with the skills (including numeracy and literacy) necessary to deliver the project for the duration of the Train Works period	Existing commitment to investing in training and development.	We will secure and deliver our SLNT commitment in relation to Apprentices by setting aside relevant roles and sourcing candidates for these roles with local partners.	Commence Date and ongoing.	HR Business Partner	Number of Apprentices supported achieving the SLNT target.
SLNT 8			We will develop individual learning plans for all apprentices	Commence Date	HR Business Partner	All apprentices and graduates with

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ID	Equality & Diversity Objective	Current Position/ Baseline	Action/Task	When	Person Responsible	Measure of Success
			and graduates and keep these under review to ensure that all those who join us are able to develop and progress.	and ongoing.		learning plans.
SLNT 9			We will continue to work with Universities and their engineering schools to source graduates	Commencement Date and ongoing.	HR Business Partner	Number of Bombardier Graduate appointments from Partnership Universities.
SLNT 11	To ensure SLNT considerations are included in the selection, contracting and management of subcontractors and make suppliers and subcontractors aware of support to encourage and promote SLNT activity within the supply chain.	Supplier Code of Conduct already in place.	As outlined in our supply chain management section all of our key suppliers will be expected to sign the NRSLO Skills pledge and a project specific Responsible Procurement code of conduct as well as having the Responsible Procurement requirements embedded within their contract.	Ongoing	Procurement Manager and Project Buyers	Suppliers delivering SLNT activity.
SLNT 12	To monitor and report SLNT outcomes.	Employment and training information tracked across the business.	We will establish SLNT monitoring systems tracking information from the point of appointment onwards. Monthly data will be collated with reports produced quarterly.	Ongoing	HR Business Partner	SLNT reports produced accurately reflecting outcomes delivered on the contract.

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E2 Train Works SLNT

Below we have identified the vacancies that will be realised through the Train Works phase of the NRSLO project.

SLNT Category	2015	2016	2017	2018	Total
Apprentices (new)	5	5	5	5	20
Graduates	3	3	3	3	12
				Total	32

Figure 4: The vacancies to be realised through the Train Works phase of the NRSLO project

F. London Living Wage and FORS

This section sets out Bombardier's approach and the London Living Wage:

F1 Our London Living Wage Plan

Below, we have set our London Living Wage Plan, the objectives of which are to ensure we meet or exceed the minimum requirements of the contract. Our Human Resources Business Partner will be responsible for delivering this plan.

To support the ongoing objectives of the GLA Group Responsible Procurement Policy, we will ensure our employees and our subcontractors pay their employees the London Living Wage for any hours worked on the project. We will also audit London Living Wage payment.

Bombardier's London Living Wage Plan

Id	London Living Wage Objectives	Current Position/ Baseline	Action/Task	When	Person Responsible	Measure of Success
LL 1	Ensure Subcontract/ Suppliers at all tiers pay their employees London Living Wage.		Communicate, procure and specify that subcontractor s pay the London Living Wage for hours worked on this project.	Ongoing	Project Buyers	London Living Wage paid to subcontractor employees.
LL 2	To audit London Living Wage payment, sub-contractors/s uppliers.	Existing audits in place, but do not cover London Living Wage.	Audit project workforce monitoring which will request consideration of London Living Wage – we already audit for minimum wage	Twice yearly	HR Business Partner	London Living Wage paid.

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F1.1. Ensuring compliance

Bombardier requires suppliers to complete a survey as part of the Supplier Code of Conduct. We have introduced unannounced on-site spot checks to ensure that suppliers are meeting our standards including paying the London minimum wage. By the end of 2013 Bombardier had conducted spot checks on all critical suppliers, with no abnormalities identified.

Evidence: Supplier code of conduct – spot checks

During 2012, 22 spot checks were successfully carried out at supplier premises – no abnormalities were identified.

Should issues be identified through the spot check process, the next steps are:

- Further in-depth audits
- Agreement on corrective action plans
- Termination of the relationship should non-compliance continue

F2 The Fleet Operator Recognition Scheme (FORS)

Bombardier is fully committed to working with TfL to improve freight safety. Bombardier has previous experience of working with FORS and in October 2014 achieved Bronze-level accreditation for its work undertaken at Croydon following an audit by FORS. The certificate for the Croydon accreditation can be found as an appendix to Part C 3.3.2 (TSA). This experience will be drawn upon for the NRSLO project.

Bombardier will work with TfL and FORS to widen its accreditation to include the NRSLO project and will attain membership within 90 days of the commencement date. Bombardier is working with all key suppliers (of any tier) who operate Freight Vehicles and/or Vans that will require access to any of the London sites in order to ensure that they comply with the requirements for:

- Collision reporting and FORS reports
- Vehicle equipment and driver licensing and training report
- Associated driver training
- Details of any subcontractors/suppliers used in the delivery of freight for the contract in London

It is Bombardier's intention that all appropriate suppliers (of any tier) will achieve (and maintain) Bronze Membership with an annual assessment for Silver or Gold membership. Bombardier will work with the TfL FORS team, with the information and processes associated with the relevant audit, to ensure full compliance in this area.

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A. Appendices

A1 Appendix Bombardier Equality Policy

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Equality Policy

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This policy details the Company's commitment to providing equal opportunities and the elimination of unlawful discrimination in employment as it values the differences that a diverse workforce brings to the organisation. An important aspect of ensuring equal opportunities in employment is to ensure that the work environment is free of harassment, bullying and that everyone is treated with dignity and respect.

Scope

This policy applies to all employees, contractors whether permanent or temporary and third parties that have day to day dealings with the Company.

Equal opportunities in employment

It is unlawful to discriminate directly or indirectly in recruitment or employment because of age, disability, sex, gender reassignment, pregnancy, maternity, race (which includes colour, nationality and ethnic or national origins), sexual orientation, religion or belief, or because someone is married or in a civil partnership. These are known as "protected characteristics".

Discrimination after employment may also be unlawful, e.g. refusing to give a reference for a reason related to one of the protected characteristics.

The Company is committed to taking positive steps to ensure that there is no unlawful discrimination in all aspects of employment including recruitment, promotion, opportunities for training, pay and benefits, discipline and selection for redundancy.

This means that for:

1. Recruitment Advertising;

- we will consider the appropriateness of how and where to advertise a vacancy
- the wording of an advert will be considered to ensure that there is not used direct discriminative language such as 'salesman' or 'young';
- ensure each advert carries an equal opportunities statement
- in some circumstances may appoint or promote a person with a protected characteristic in preference to another person, who does not have the protected characteristic.
- ensure opportunities for promotion and training are communicated to all employees on a fair and equal basis

2. Selection;

- ensure role profiles are defined to those requirements that are necessary for the effective performance of the job.
- assess applicants objectively against the requirements for the job
- consider any reasonable adjustments that may be required for applicants with a disability

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- ensure health, disability and personal or home commitments do not form the basis of employment decisions except where necessary.

3. Terms and Conditions of employment:

- consider any possible indirect discriminatory effect of standard working practices, including the number of hours to be worked, the times at which these are to be worked and the place at which work is to be done.
- consider requests for variations to standard working practices. Requests will only be refused if the Company considers it has good reasons and which are unrelated to any protected characteristic.
- will consider requests for changes to working practices as set out in our Flexible Working Policy.
- make reasonable adjustments to standard working practices to overcome barriers caused by disability.

4. Family Friendly Policies

The Company provides employees with a variety of family friendly opportunities. For further information, please refer to the Maternity, Parental Leave, Paternity and Adoption Leave policies which are found on the UK Policy and Standards data base in Lotus Notes

5. Monitor Equal Opportunities

- monitor the ethnic, gender and age composition of the existing workforce and of applicants for jobs (including promotion).
- monitor the number of people with disabilities within the existing workforce.
- will review and take any appropriate action to address any problems that may be identified as a result of the monitoring process.

6. Third Parties

- The Company will not discriminate against customers using or seeking to use goods, facilities or services provided by us.
- Employees should report any bullying or harassment by customers, suppliers, visitors or others to their manager who is required to take appropriate action.

Commitment from employees

Employees should support the Company in meeting its commitment to providing equal opportunities in employment. Employees can be held personally liable as well as, or instead of, the Company for any act of unlawful discrimination. Acts of discrimination, harassment, bullying or victimisation against employees or customers are disciplinary offences and will be dealt with under our disciplinary procedure. Discrimination, harassment, bullying or victimisation may constitute gross misconduct and could lead to dismissal without notice. Employees who commit serious acts of harassment may also be liable to criminal charges.

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Types of unlawful discrimination

Direct discrimination is where a person is treated less favourably than another because of a protected characteristic. An example of direct discrimination would be refusing to employ a woman because she is pregnant.

In limited circumstances, the company can directly discriminate against an individual for a reason related to any of the protected characteristics where there is an occupational requirement. The occupational requirement must be crucial to the post and a proportionate means of achieving a legitimate aim.

Indirect discrimination is where a provision, criterion or practice is applied that is discriminatory in relation to individuals who have a relevant protected characteristic (although it does not explicitly include pregnancy and maternity, which is covered by indirect sex discrimination) such that it would be to the detriment of people who share that protected characteristic compared with people who do not, and it cannot be shown to be a proportionate means of achieving a legitimate aim.

Harassment is where there is unwanted conduct, related to one of the protected characteristics (other than marriage and civil partnership, and pregnancy and maternity) that has the purpose or effect of violating a person's dignity, or creating an intimidating, hostile, degrading, humiliating or offensive environment. It does not matter whether or not this effect was intended by the person responsible for the conduct.

Associative discrimination is where an individual is directly discriminated against or harassed for association with another individual who has a protected characteristic (although it does not cover harassment because of marriage and civil partnership, and pregnancy and maternity).

Perceptive discrimination is where an individual is directly discriminated against or harassed based on a perception that they have a particular protected characteristic when they do not have that protected characteristic.

Third-party harassment occurs where an employee is harassed which is related to a protected characteristic (other than marriage and civil partnership, pregnancy and maternity), by third parties such as clients or customers. For an employer to be liable:

- the harassment must have occurred on at least two previous occasions (although not necessarily by the same harasser or suffering the same type of harassment);
- it must be aware that the previous harassment has taken place; and
- it must have failed to take reasonable steps to prevent harassment from happening again.

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What is bullying and harassment?

Bullying is offensive, intimidating, malicious or insulting behaviour, and/or an abuse or misuse of power that is meant to undermine, humiliate or injure the person on the receiving end.

Harassment is unwanted conduct related to relevant protected characteristics, which are sex, gender reassignment, race (which includes colour, nationality and ethnic or national origins), disability, sexual orientation, religion or belief and age, that:

- has the purpose of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that person;
- or
- is reasonably considered by that person to have the effect of violating his/her dignity or of creating an intimidating, hostile, degrading, humiliating or offensive environment for him/her, even if this effect was not intended by the person responsible for the conduct.

Conduct may be harassment whether or not the person behaving in that way intends to offend. Something intended as a "joke" may offend another person. Different people find different things acceptable. Everyone has the right to decide what behaviour is acceptable to them and to have their feelings respected by others. Behaviour which any reasonable person would realise would be likely to offend will be harassment, without the recipient having to make it clear in advance that behaviour of that type is unacceptable to them, e.g. touching. It may not be so clear in advance that some other forms of behaviour would be unwelcome to, or could offend, a particular person, e.g. "banter", flirting or asking someone for a private drink after work. In these cases, first-time conduct which unintentionally causes offence will not be harassment but it will become harassment if the conduct continues after the recipient has made it clear, by words or conduct, that such behaviour is unacceptable to them.

Harassment may also occur where a person engages in unwanted conduct towards another because they perceive that the recipient has a protected characteristic as described above, when the recipient does not, in fact, have that protected characteristic. For example, were an individual to tease repeatedly a person because of an incorrect belief that that the recipient is deaf. Similarly, harassment can occur where an individual is bullied or harassed because of associations with another person or with whom they are directly connected, for example being associated with a person who is gay or a friend with strong religious beliefs.

Harassment also includes circumstances where an individual is subjected to unwanted conduct from a third party, such as a client or customer. For example, it might be that a client makes a series of racist remarks to an employee. If an employee feels that they have been bullied or harassed by customers, suppliers, vendors or visitors, they should report any such behaviour to their manager who will take appropriate action. A single incident can be considered to be an act of harassment if it is sufficiently serious.

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All bullying and harassment is a disciplinary offence which will be dealt with under our disciplinary policy. Bullying or harassment will often be gross misconduct, which can lead to dismissal without notice.

Bullying or harassment will constitute unlawful discrimination where it relates to one of the protected characteristics, which are sex, gender reassignment, race (which includes colour, nationality and ethnic or national origins), disability, sexual orientation, religion or belief and age. Serious bullying or harassment may amount to other civil or criminal offences.

What can I do to help stop bullying and harassment?

We all have a responsibility to help create and maintain a work environment free of bullying and harassment. You can help to do this by:

- being aware of how your own behaviour may affect others and changing it, if necessary - you can still cause offence even if you are "only joking";
- treating your colleagues with dignity and respect;
- taking a stand if you think inappropriate jokes or comments are being made;
- making it clear to others when you find their behaviour unacceptable, unless it should be obvious in advance that this would be the case;
- intervening, if possible, to stop harassment or bullying and giving support to recipients;
- making it clear that you find harassment and bullying unacceptable;
- reporting harassment or bullying to your manager or human resources and supporting the Company in the investigation of complaints; and
- if a complaint of harassment or bullying is made, not prejudging or victimising the complainant or alleged harasser

Managers are particularly responsible to:

- set a good example by their own behaviour;
- ensure that there is a supportive working environment;
- make sure that employees know what standards of behaviour are expected of them;
- intervene to stop bullying or harassment;

Examples of bullying or harassment

Bullying and harassment may be behaviour that is physical, verbal or non-verbal, e.g. by letter or email (so-called "flame-mail").

Examples of unacceptable behaviour covered by this policy includes and are not limited to:

- physical conduct ranging from unwelcome touching to serious assault;
- unwelcome sexual advances;
- offering rewards for accepting sexual advances, e.g. promotion, access to training;

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- threats following rejection of sexual advances, e.g. suggestions that refusing advances will adversely affect the employee's employment, performance review, pay, advancement, assigned work, or any other condition of employment or career development;
- demeaning comments about a person's appearance;
- unwelcome jokes or comments of a sexual or racial nature or about an individual's age, disability, sexual orientation or religion;
- questions about a person's sex life;
- unwanted nicknames that may also reference for example an individual's age, race or disability;
- the use of obscene gestures;
- excluding an individual because they are associated or connected with someone with a protected characteristic, e.g. their child is gay, spouse is black or parent is disabled;
- ignoring an individual because they are perceived to have a protected characteristic, e.g. an individual is thought to be of a particular race or religion, or sexuality;
- the open display of pictures or objects with sexual or racial overtones, even if not directed at any particular person, e.g. magazines, calendars, posters;
- spreading malicious rumours, insulting or ridiculing an individual;
- picking on someone or setting him/her up to fail;
- making threats or comments about someone's job security;
- isolation or non-cooperation at work;;
- excluding someone from social activities

What should I do if I believe I am being bullied or harassed?

You may want to resolve the matter informally. The person may not know that their behaviour is unwelcome or upsetting to you. An informal discussion may help them to understand the effects of their behaviour and agree to change it. You may feel able to approach the person yourself, or with the help of someone such as a manager, another employee, or a Human Resources Business Partner (HRBP). Alternatively, an initial approach could be made on your behalf by one of the aforementioned. Clearly state to the person the unwelcome or offensive behaviour that you want to stop immediately. If the behaviour continues, you intend to make a formal complaint to your manager. You should keep a note of the date and what was stated and agreed. This will be evidence if the unacceptable behaviour continues and you wish to make a formal complaint.

If an informal approach does not resolve matters, or you believe the situation is too serious to be dealt with informally, you can raise a formal complaint by using the Company's grievance procedure. In the case of grievances about bullying or harassment, the normal grievance procedure is modified so that you can choose whether to raise your grievance either with your manager or directly with your HRBP.

In very serious cases, a criminal offence may have been committed and you may wish to report matters to the police. Arrangements can be made for someone to support you to make a complaint to the police.

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Part 3.3.1 Responsible Procurement Plan (MSA)

All complaints will be investigated promptly and, if appropriate, disciplinary proceedings will be brought against the alleged harasser. You will have the right to be accompanied by a work colleague or trade union representative of your choice at any meeting dealing with your grievance. You will be kept informed of the general progress of the process of investigation and the outcome of any disciplinary proceedings. The Company will decide on a balance of probabilities, after considering all available evidence, whether or not harassment or bullying has occurred.

The Company will treat complaints of bullying and harassment sensitively and maintain confidentiality to the maximum extent possible. Investigation of allegations will normally require limited disclosure on a 'need to know' basis. For example, your identity and the nature of the allegations must be revealed to the person you are complaining about, for them to be able to respond to the allegations. Limited details may also have to be given to potential witnesses with the importance of confidentiality being emphasised to them. If the complaint is upheld, and a person who has been found to have harassed you remains in the Company's employment, managers may need to be given some information where this is necessary for them to manage the risk of further harassment by that person against you or others.

If your complaint is upheld, and the person found to have bullied or harassed you remains in the Company's employment, every effort will be made to ensure that, if possible, you do not have to continue to work alongside the harasser, if you do not wish to do so. We will discuss the options with you, which may include the transfer of the harasser, or that you wish to transfer to another department.

If your complaint is not upheld, the HRBP will support the alleged harasser and your manager(s) in making arrangements for you both to continue or resume working and to repair working relationships. You have a right not to be victimised for making a complaint in good faith, even if the complaint is not upheld. However, making a complaint that you know to be untrue may lead to disciplinary action being taken against you.

What happens if I am accused of bullying or harassment?

If someone approaches you informally about your behaviour, do not dismiss the complaint out of hand because you were only joking or think the complainant is being too sensitive. Remember that different people find different things acceptable and everyone has the right to decide what behaviour is acceptable to them and to have their feelings respected by others. You may have offended someone without intending to. If that is the case, the person concerned may be content with an explanation and an apology from you and an assurance that you will be careful in future not to behave in a way that you now know may cause offence. Provided that you do not repeat the behaviour that has caused offence that may well be the end of the matter.

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If a formal complaint is made about your behaviour, this will be fully investigated and the Company may bring disciplinary proceedings, if appropriate. The Company will follow its disciplinary procedure and you will have the rights set out in that procedure. You will have the right to be informed of the allegations against you and to put your side of the story and to be accompanied to meetings by a trade union representative or work colleague of your choice. The procedure will be implemented at the appropriate stage for the seriousness of the allegation. Complaints of bullying and harassment will often be allegations of gross misconduct that, if proved, could lead to dismissal without notice.

The Company will treat complaints of bullying and harassment sensitively and maintain confidentiality to the maximum extent possible. Investigation of allegations and future management of risk, if complaints are upheld, will normally require limited disclosure on a "need to know" basis. For example, some details may have to be given to potential witnesses but the importance of confidentiality will be emphasised to them.

Wherever possible, the Company will try to ensure that you and the complainant are not required to work together while the complaint is under investigation. If the allegation is of gross misconduct you may be suspended on full pay during the investigation and, if a disciplinary hearing is to be called, until disciplinary proceedings have been concluded.

If the complaint against you is upheld, on a balance of probabilities, a disciplinary penalty may be imposed up to and including dismissal, having regard to the seriousness of the offence and all relevant circumstances.

If a complaint is made against you that is not upheld and there are good grounds for believing that the complaint was not made in good faith, disciplinary action against the person making the false complaint.

You must not victimise a person who has made a complaint in good faith against you or anyone who has supported or corroborated their evidence in making the complaint. Disciplinary action will be taken against you if there is good reason to believe that you may have victimised the complainant or a person who was involved as a witness to events.

If the complaint against you is not upheld, the human resources department will support you, the complainant and your manager(s) in making arrangements for you both to continue or resume working and to help repair working relationships.

Some types of bullying or harassment may constitute unlawful discrimination and allegations may give rise to the possibility of other civil claims or criminal proceedings against you, which would proceed independently of the Company's disciplinary proceedings. You could be personally liable to pay compensation to the complainant if a successful claim in the employment tribunal or other courts was brought against you. Criminal proceedings could lead to conviction and criminal penalties.

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Training

The Company will also provide training to all existing and new employees and others engaged to work at the Company to help them understand their rights and responsibilities to help create a working environment free of bullying and harassment.

Training in equal opportunities will be provided to managers and others likely to be involved in recruitment or other decision making where equal opportunities issues are likely to arise.

The Company will provide additional training to managers to enable them to deal more effectively with complaints of bullying and harassment.

Monitoring and review

This policy will be monitored periodically to judge its effectiveness and will be updated in accordance with changes in the law. In particular, the Company will monitor the ethnic and gender composition of the existing workforce and of applicants for jobs (including promotion), the number of people with disabilities within these groups. It will review its equal opportunities policy in accordance with the results shown by the monitoring and if changes are required will implement them accordingly.

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A2 Bombardier NRSLO Skills Pledge

London Underground New Passenger Rolling Stock Project
 Train Services Agreement
 Draft (1): 22 August 2014

Appendix 3

London Overground Skills Pledge

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London Overground



London Overground Skills Pledge

On behalf of Bombardier Transportation UK Ltd.

[illegible]

Am making a commitment that we shall: .

- Actively encourage and support our employees to gain the skills and qualifications that will meet the needs of London Overground and our business and will support their future employability
- Further support our employees to acquire basic literacy and numeracy skills and work towards their first full Level 2 qualification
- Demonstrably raise our employees' skill and competencies to improve our organisational performance through investing in economically valuable training and development

Signed _____ Date: 3/13/14

Name [REDACTED] [REDACTED]

Position [REDACTED]

Company	Bombardier Transportation UK Ltd
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*New Rolling Stock for London
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A3 Respect for People campaign poster



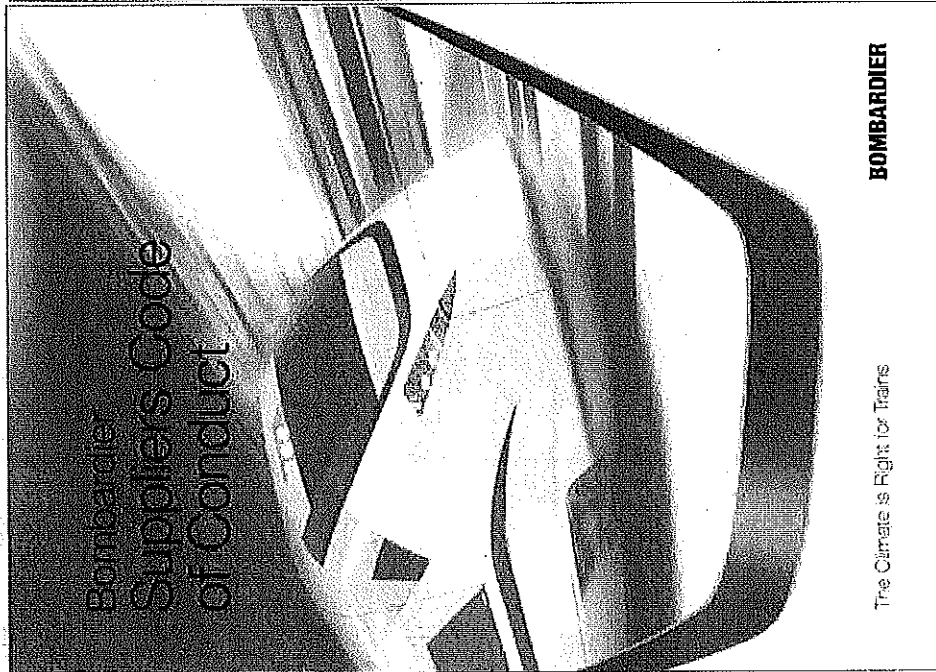
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A4 Bombardier Supplier Code of Conduct



About Bombardier

A Bombardier, we believe that a strong commitment and a strategic approach to corporate responsibility are essential for ensuring the challenges and opportunities of a rapidly changing global environment.

To that end, Bombardier developed a Corporate Responsibility Roadmap that envisions Bombardier's strategy for managing our business in a sustainable manner. Among the announced initiatives in our roadmap is Bombardier's decision to become a signatory to the United Nations Global Compact, a voluntary initiative that promotes business leadership in support of the Global Compact's ten

principles in the areas of human rights, labor standards, environment and anti-corruption.

Therefore, in line with Bombardier's vision for its suppliers, Bombardier wishes to actively engage its supply chain by the adherence of all its suppliers to its Supplier Code of Conduct (herein the "Supplier Code") that has been developed with recognition of the ten principles outlined in the United Nations Global Compact.

Bombardier places substantial value upon suppliers who support and respect the internationally proclaimed human rights contained in the Universal Declaration of Human Rights such as equality, life and security and freedom.

Legal Compliance

The provisions of this Suppliers Code set forth Bombardier's expectations from all suppliers with whom we do business.

Therefore, Bombardier expects the Supplier and any of its subsidiaries or affiliates to comply with its principles. Although the Suppliers Code only

applies to Bombardier direct suppliers, Bombardier encourages the supplier to make its own suppliers to comply with its terms. The Supplier and its employees are expected, at a minimum, to comply with the requirements set forth in the Suppliers Code or with the provisions of the laws and regulations in each jurisdiction where the supplier operates whichever is more stringent.

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Part 3.3.1 Responsible Procurement Plan (MSA)

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Conflict of Interest / Ethics

The Supplier must disclose any actual or potential conflict of interest and discuss it with Bombardier's management.

Any activity that is approved, despite the actual or apparent conflict, must be documented.

Anti-Corruption

Bombardier promotes integrity and ethics in all aspects of its activities.

regulations on corruption, bribery, prohibited business practices and extortion. Furthermore, the supplier must never make or approve an illegal payment to anyone, under any circumstances.

Bombardier expects the supplier to comply with all applicable laws and

Health & Safety

Bombardier provides a safe workplace to its employees. Bombardier expects that the occupational health and safety of employees is a priority for the supplier throughout all significant aspects of its activities.

occupational illnesses and work-related accidents and to provide a safe and healthy workplace to its employees.

Bombardier encourages the supplier to:

- Communicate to its management, employees and contractors his commitment to improving health and safety and to provide training on such commitment.
- Apply for and maintain OHSAS 18001 or equivalent certification.
- Systematically evaluate his health and safety performance through appropriate audits and report progress.

At a minimum, the supplier must comply with all applicable health and safety laws, regulations and standards. The supplier shall take appropriate action such as policies, standards, procedures, contingency measures and management systems in order to prevent

Labor

Bombardier expects the supplier to comply, at a minimum, with all applicable local laws and regulations related to labor and employment including, but not limited to minimum wage, maximum hours of work, days of rest, compensation, freedom of association, right to organize and collective bargaining.

any person under the menace of any penalty. For example, the supplier's employees must be free to leave work or terminate their employment with reasonable notice and they are not required to surrender any government-issued identification, passports or work-permits as a condition of employment.

Freedom of association

The supplier is expected to recognize the principle of freedom of association and the right to collective bargaining.

Respect and dignity

The supplier is expected to treat all employees fairly, ethically, respectfully and with dignity. The supplier must protect its employees from harassment, bullying and victimization in the workplace, including all forms of sexual, physical and psychological abuse.

Discrimination

Bombardier supports diversity and employment equity. The supplier is expected to offer equal employment opportunities and compensation without any discrimination, unless such discrimination is based on the inherent requirements of the job or in the course

Furthermore, Bombardier expects the supplier to comply with the following principles:

Child labor

Bombardier will not engage in or support the use of child labor. The supplier is expected not to use child labor. By child labor we mean employees under the age of 15 years old. However, for employment or work which by its nature or the circumstances is not suitable for a person under the age of 18 years old, child labor shall mean employees under the age of 18 years old.

Forced or compulsory labor

Bombardier will not engage in or support the use of forced or compulsory labor. The supplier is expected not to exact any work or service from

Section C

Part 3.3.1 Responsible Procurement Plan (MSA)

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Environment

Bombardier conducts its operations in a sustainable way and in compliance with the laws and regulations on environment.

Bombardier expects that environmental protection is a priority for the supplier in all significant aspects of its activities. At a minimum, the supplier must comply with all applicable environmental laws, regulations and standards. The supplier shall strive to reduce the impacts of its activities and products on the environment and work towards a "total life-cycle" view in product design, while maintaining its competitiveness.

The supplier must:
- ensure that its products and processes do not cause significant environmental impacts;
- ensure that its products and processes do not contain hazardous substances;
- ensure that its products and processes do not contain substances that are restricted or prohibited by law;
- ensure that its products and processes do not contain substances that are restricted or prohibited by law;
- ensure that its products and processes do not contain substances that are restricted or prohibited by law;

Bombardier understands the supplier's obligations to the environment, and expects the supplier to implement and maintain an environmental management system that includes the following elements:
- a policy statement on environmental protection;
- a commitment to comply with all applicable environmental laws, regulations and standards;
- a commitment to reduce the impacts of its activities and products on the environment;
- a commitment to work towards a "total life-cycle" view in product design;

Governance

Bombardier may verify the compliance of all its direct suppliers with the Suppliers Code.

Such verification will be conducted by way of a supplier's self-evaluation or an audit by Bombardier or an external resource designated by Bombardier who may visit the Supplier facilities with or without notice.

Compliance with the principles contained in the Suppliers Code is a criteria that is taken into consideration in Bombardier's supplier selection process.

Whenever a situation of non-compliance is identified, Bombardier may work with the supplier to develop and implement a corrective plan to improve the situation. Bombardier will continue to develop monitoring systems to assess and ensure compliance with the Suppliers Code.

Bombardier understands the supplier's obligations to the environment, and expects the supplier to implement and maintain an environmental management system that includes the following elements:
- a policy statement on environmental protection;
- a commitment to comply with all applicable environmental laws, regulations and standards;
- a commitment to reduce the impacts of its activities and products on the environment;
- a commitment to work towards a "total life-cycle" view in product design;

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Part 3.3.1 Responsible Procurement Plan (MSA)

'Supplier Responsibility & Commitment'

As a supplier of Bombardier, your role begins but does not end with understanding this Suppliers Code.

His function is to ensure that all compliance issues raised through any channels offered to you in this Suppliers Code, are resolved quickly, fairly, and at the proper level in the organization.

If any ethical or legal compliance issues arise that raise questions in your mind, you have the responsibility to bring them forward.

To raise a concern you can call the Bombardier's Compliance Officer at +1 514 861-8270 or email at compliance.officer@bombardier.com.

In addition, an independent and confidential reporting system is available 7 days a week, anywhere in the world, www.ethicspoint.com. Its website and call centre services are offered in multiple languages. You can find the toll-free number for your country on the Bombardier website.

Supplier name:

Title:

Name:

Date:

London Overground Rolling Stock ITT Response
Confidential and Proprietary

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This procedure has been devised in order to ensure that the issues team can deal with all issues raised in accordance with the ITT response. Bombardier Transportation has an active and effective internal grievance procedure for further details check www.transportation.bombardier.com

Extra steps should be taken to ensure that the issues team is available www.theclimatebrighton.com

If you are unable to resolve this procedure please contact compliance@bombardier.com

Bombardier Transportation
Schneeburger Ufer 1
10785 Berlin

Tel: +49 30 896 07 0
Fax: +49 30 896 07 2000

www.bombardier.com

BOMBARDIER

BOMBARDIER
the evolution of mobility

Part 3.3.1 Responsible Procurement Plan (MSA)

A5 Project Director: [REDACTED] CV

Summary of key attributes

Name:	[REDACTED]
Relevant experience:	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
Relevant projects:	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
Value added in previous roles:	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
Key qualifications:	<p>[REDACTED]</p> <p>[REDACTED]</p>

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*New Rolling Stock for London
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Needs of the role:	Fulfilment:
Delivery of the Train Works	[REDACTED]
Strong leadership	[REDACTED]
Ability to manage complex projects	[REDACTED]
Responsible for liaison with the client.	[REDACTED]

Schedule 15
Open Book Accounting

1. The Manufacturer shall maintain on a current and accurate basis, books of account relating to the performance of this Agreement and in so doing shall observe and comply with such accounting conventions, policies and requirements as the Purchaser may from time to time specify after consultation with the Manufacturer, provided that these are compatible with generally accepted accounting practice in the UK.
2. In relation to any Compensation Event, Change in Law or Change (being, for the purposes of this Schedule 15, *Eligible Changes*) the Manufacturer shall adopt a system of "open book" accounting which permits all components of income, costs, overheads, depreciation, taxes, tax allowances, discounts, provisions, and other financial adjustments and profit in relation to the same to be separately identified and allocated and shall make such information available to the Purchaser.
3. The Manufacturer shall further:
 - (a) nominate an individual with specific responsibility for the preparation and maintenance of financial, commercial and management information required under this Agreement; and
 - (b) maintain and provide that information in a form required by this Agreement and provide any summary of that information as reasonably required by the Purchaser.
4. In relation to any Eligible Changes, the Manufacturer shall afford or procure for the Purchaser (including advisers, consultants and agents acting on behalf of the Purchaser) and any Party entitled under any law to audit or review the Agreement such access to such information, books of account, records and documentation (including any stored in electro-magnetic form) and personnel of the Manufacturer as relates to such matters and as it or they reasonably consider necessary for the performance of their duties and shall provide copies of the same at the Purchaser's cost on demand.
5. The Purchaser may nominate representatives to undertake any financial or management audit of the Manufacturer. These nominees shall be allowed direct access to both the Manufacturer's personnel and all management information (including computer stored data and systems). The Manufacturer shall at its own expense provide all reasonable support to those nominees in the discharge of their functions.
6. Subject to and in accordance with the provisions of the Agreement, the Purchaser may at any time and on reasonable prior notice undertake any inspection, audit or check of any aspect of the Manufacturer's performance of this Agreement as required by the Purchaser, TfL or as may be requested by the National Audit Office or otherwise. The Manufacturer shall at its own expense promptly provide all reasonable co-operation in relation to any inspection, audit or check including:
 - (a) making any documents and records available for inspection and at the Purchaser's cost, providing a reasonable number of copies of any documents or records requested and/or granting copying facilities for the purposes of making such copies; and

- (b) complying with the Purchaser's reasonable request for access to personnel engaged in the Manufacturer's performance of this Agreement.
- 7. The Manufacturer shall keep and operate in an appropriately secure environment, fitted with reliable user authentication and access control mechanisms in accordance with Good Industry Practice, all information technology systems or networks which process financial data where the modification or destruction of such data might give rise to a fraud or financial impropriety. The Manufacturer shall consult with the Purchaser on such systems prior to their use in respect of information belonging to the Purchaser and the Manufacturer shall implement any systems in relation to the same reasonably required by the Purchaser.
- 8. The Manufacturer shall provide such other routine or special written or oral financial and management reports as the Purchaser reasonably considers necessary in respect of a part or the whole of the Manufacturer's activities under this Agreement.

**Schedule 16
Health and Safety**

Appendix 1: TfL Alcohol and Drugs and Workplace Violence Policy

Appendix 2: HSE Principles

1. General

- 1.1 The Manufacturer shall have responsibility for all health, safety and welfare matters associated with the Works. The Manufacturer shall also be responsible for liaison with the Purchaser and its industry partners on health and safety matters affecting the Works.
- 1.2 The Manufacturer shall comply with all relevant statutory health, safety and welfare requirements and shall develop processes and programmes for delivery of excellence in health and safety performance. This programme should seek to continually improve performance. Specific areas for development within this programme shall include, but are not be limited to, the following in pursuit of good industry practices:
- (a) design, manufacture and construction management;
 - (b) procurement of people, plant and materials;
 - (c) competence management of staff and contractors;
 - (d) maintenance of plant and equipment;
 - (e) proactive occupational health management of staff and contractors;
 - (f) cooperation and coordination with the Purchaser and its industry partners;
and
 - (g) cooperation and coordination with other contractors on site in particular in relation to the planning for, and management of emergencies.
- 1.3 The Manufacturer shall:
- (a) have in place at all times an appropriate occupational health and safety management system that complies with BS OHSAS 18001 or equivalent at the Manufacturer's Works, any other principal Unit manufacturing sites, and all relevant testing sites; and
 - (b) provide evidence satisfactory to the Purchaser of such system promptly upon request by the Purchaser.
- 1.4 In developing a health and safety management system, the Manufacturer shall develop, implement and maintain, health, safety and welfare policies consistent with, and aligned to the HSE Principles set out in Appendix 2 (*HSE Principles*) as amended from time to time.
- 1.5 The Manufacturer shall take cognisance of good practice guidance and other publications produced by the Purchaser, TfL, RSSB or Network Rail relevant to health, safety and welfare in terms of its activities. The Manufacturer shall participate in relevant health and safety forums, developed by these partners, for sharing good practice during the Works.
- 1.6 For the duration of the Works, the Manufacturer shall collate and submit to the Purchaser health and safety performance data. This information shall be submitted every Railway Period.

- 1.7 The key performance indicators reported every Railway Period by the Manufacturer shall be in relation to the following:
- (a) RIDDOR incidents; and
 - (b) Lost time incidents.
- 1.8 The Manufacturer shall nominate a senior director (typically a director identified as responsible for health and safety) and respond promptly if the Purchaser requests a meeting with a senior representative from the Manufacturer to discuss any notifiable or reportable event, adverse trends or other evidence of a serious non-compliance with legislation or health and safety requirements.
- 1.9 The Manufacturer shall provide to the Purchaser until Acceptance of the last Unit an annual report detailing its assessment of its health and safety performance for the previous year, including details of any significant health and safety accidents or incidents and the improvement actions it intends to implement to improve the performance during the following year.
- 1.10 The Manufacturer shall develop and implement a drugs and alcohol policy consistent with the TfL Alcohol and Drugs Policy in Appendix 1 (*TfL Alcohol and Drugs and Workplace Violence Policy*) which shall be appropriately cascaded to its own supply chain, where there is the potential that misuse could lead to an accident or incident involving their own staff or the staff of others; or passengers and members of the public.
- 1.11 The Manufacturer shall implement a workplace violence policy which is consistent with the principles of the TfL Workplace Violence Policy in Appendix 1 (*TfL Alcohol and Drugs and Workplace Violence Policy*) as amended from time to time, and the Manufacturer and its Subcontractors shall comply with such Manufacturer policy.

Appendix 1

TfL Alcohol and Drugs and Workplace Violence Policy

1. Alcohol at Work Policy

Introduction

- 1.1 This policy sets out TfL's approach in respect of any employee whose performance of their duties is, or may be, impaired as a result of drinking alcohol.

Policy Statement

- 1.2 (a) The safety of employees and customers is of paramount importance. A major factor in this respect is the ability of those who work for us to carry out their jobs safely, effectively and to the best of their ability. Therefore TfL will operate a zero-tolerance approach to alcohol to minimise any safety risks to customers and its employees. Standards have been set for employees detailing the requirements and responsibilities regarding alcohol, to ensure that their work performance is not affected in any way by the consumption of alcohol.
- (b) TfL are committed to supporting employees who come forward to the Drugs and Alcohol Assessment Treatment Service (*DAATS*) or to their line manager with an alcohol related problem. Where this occurs, employees will be given reasonable support and advice in dealing with the problem. If an employee fails to inform DAATS or their line manager before a breach of this policy, TfL is unlikely to afford any additional support and appropriate action will be taken through the disciplinary procedure. Failure to comply with this policy may lead to action being taken against them. Where such breaches are deemed to be gross misconduct, disciplinary action may result in dismissal.
- (c) Admission of a problem to DAATS under occupational health or to the appropriate manager before the disciplinary process is initiated, offers the employee the protection of the Alcohol at Work Policy. In addition any breaches of this policy which result in disciplinary action, will take full account of any effort made by an individual to seek help with alcohol related problems. DAATS will not normally work with employees who have an outstanding disciplinary as a result of an alcohol problem or a related misconduct. For further information regarding the protection of the Alcohol at Work Policy, please visit the Occupational Health website or contact HR Services.

Requirements

- 1.3 This document is provided to make all employees of TfL and anyone engaged through a third party working on TfL premises aware that:
- (a) the consumption of alcohol even in small quantities will adversely affect safety, performance, conduct or efficiency;
- (b) it is an employee's responsibility not to come to work if they are under the influence of alcohol. The consumption of alcohol prior to commencing work,

whilst at work or during meal/rest breaks in the working day, including meal/rest breaks spent outside TfL/operational premises or when on call, is strictly prohibited and may result in disciplinary action. Where such a breach is deemed to be gross misconduct then that may lead to dismissal;

- (c) in some parts of TfL, where responsibilities may be safety critical, local requirements will also apply. When visiting such areas, local procedures will be brought to the attention of employees and must be complied with;
- (d) TfL aims to encourage employees to come forward to seek help with alcohol-related problems. Any such approach will be treated sensitively and confidentially;
- (e) the consumption of alcohol or serving of alcohol at social events on TfL/operational premises is strictly prohibited, except in designated areas where these premises have a licence to sell and serve alcohol; and
- (f) it is recognised that employees may be required to attend functions on behalf of TfL where alcohol is being served. At such functions employees are permitted to consume a reasonable amount of alcohol. Employees should be mindful of their level of alcohol consumption and are reminded that when representing TfL a high level of conduct and professionalism is expected and that all employment policies and procedures apply. Should an employee bring TfL into disrepute then this may constitute gross misconduct and may result in dismissal.

Responsibilities

1.4 All employees:

- (a) to comply and be familiar with all aspects of this policy and the Disciplinary Policy and Procedure;
- (b) must not bring alcohol onto the premises, the only exception being where alcohol has been purchased during breaks for consumption away from company premises. On these occasions the seal must remain intact;
- (c) to be mindful that some medication may contain alcohol or may cause drowsiness therefore need to inform their manager if they are taking any medication that contains alcohol or may cause drowsiness;
- (d) to seek help if they have an alcohol related problem;
- (e) to avoid colluding with colleagues whose conduct and/or performance is affected by alcohol. If found to be colluding this may lead to disciplinary action;
- (f) to co-operate with unannounced alcohol tests and screening (where appropriate);
- (g) to notify their manager as soon as possible if they have an alcohol related problem; and

- (h) if called upon in an emergency while off duty and having been drinking, to inform the line manager of this. In this event employees cannot give advice or guidance to others.

1.5 All managers and employees with leadership or supervisory roles:

- (a) must ensure that they and employees in their areas of responsibility are familiar with this policy;
- (b) must provide support and apply effective controls and consistent application of this policy within their area of responsibility;
- (c) must ensure that appropriate and fair action is taken to deal with any failure to conform;
- (d) to be aware that some medication may cause drowsiness; and
- (e) to monitor employees who have undergone rehabilitation for alcohol abuse and to ensure compliance with this policy.

Support for those seeking help and advice on an alcohol related problem is available by contacting HR Services or the DAATS which is part of occupational health. It is TfL's policy to ensure any approach of this nature is treated sensitively and confidentially. Guidance is also available from occupational health on the drugs that may cause drowsiness and alternatives that will not.

2. Misuse of Drugs and the use of Illegal Substances Policy

Introduction

- 2.1 This policy sets out TfL's approach in respect of the misuse of drugs and the use of illegal substances, including those drugs medically prescribed or available without a prescription.

Policy Statement

- 2.2 (a) The safety of TfL employees and customers is of paramount importance. Indulgence in the misuse of drugs or use of illegal substances can lead to dependency and resultant health problems. Research indicates that the misuse of drugs or use of illegal substances can impair an individual's performance at work and adversely affect the efficiency of an organisation. TfL aims to provide an integrated, safe and secure transport system for its customers by operating a zero tolerance approach to the misuse of drugs or use of illegal substances. Standards have been set for TfL employees detailing the requirements and responsibilities regarding the misuse of drugs and use of illegal substances to ensure that work performance is not affected in any way. The term 'drugs' or 'illegal substances' used in this document are defined by law (Misuse of Drugs Act 1971) in the following ways:
- (i) drugs that are taken for a reason other than for a medically prescribed purpose which includes the use of illegal substances;

- (ii) drugs which have been prescribed by a registered medical practitioner, e.g. to cure a disease, to ease pain, to help sleep, or to help relieve a psychological condition, including those containing alcohol; and
 - (iii) drugs that can be purchased directly from a registered pharmacist, e.g. pain relieving tablets (Paracetamol) or hay fever relief, including those containing alcohol.
- (b) TfL are committed to supporting employees who come forward to the DAATS or to their line manager with a drugs related problem. Where this occurs, employees will be given reasonable support and advice in dealing with the problem. If an employee fails to inform DAATS or their line manager before a breach of this policy, TfL is unlikely to afford any additional support and appropriate action will be taken through the disciplinary procedure.
- (c) Admission of a problem to DAATS under Occupational Health or to the appropriate manager before the disciplinary process is initiated, offers the employee the protection of the Misuse of Drugs and the use of Illegal Substances Policy. In addition, any breaches of this policy, which result in disciplinary action will be dealt with taking full account of any effort made by an individual to seek help with misuse of drugs or misuse of illegal substances related problems. Failure to comply with this policy may lead to action being taken under TfL's Discipline at Work Policy which may be deemed as gross misconduct and result in dismissal. DAATS will not normally work with employees who have an outstanding disciplinary as a result of a misuse of drugs or misuse of illegal substances related problem or a related misconduct. For further information regarding the protection of the Misuse of Drugs and the use of Illegal Substances Policy, please visit the occupational health web site or contact HR Services.

Requirements

- 2.3 This policy aims to ensure that all employees of TfL (and anyone engaged through a third party working on TfL premises) are made aware of their responsibilities regarding the misuse of drugs or the use of illegal substances. With this in mind the provisions of this policy are:
- (a) to make all employees of TfL aware that the misuse of drugs or the misuse of illegal substances, including those medically prescribed or available without a prescription can impair performance, safety, conduct or efficiency;
 - (b) to make employees aware that to misuse, possess, consume, store (except for those prescribed and available without prescription), buy or sell (or offer to buy or sell) drugs or illegal substances on TfL premises or to come to work under the influence of drugs or illegal substances will lead to action being taken under the Discipline at Work Policy. Where such breaches are deemed to be gross misconduct, disciplinary action may result in dismissal;

- (c) to encourage employees with drug related problems to voluntarily seek help; and
- (d) to assist any employee who informs TfL of their work performance being impaired by the misuse of drugs or the misuse of illegal substances.

Responsibilities

2.4 All employees:

- (a) to comply and be familiar with all aspects of this policy and the disciplinary implications resulting from a breach of it;
- (b) to ascertain whether there will be any side effects which may affect work performance as a result of taking medication for a medical problem;
- (c) to advise their manager if taking of medicine, pills or drugs is likely to impair work performance and to seek advice regarding alternatives from occupational health;
- (d) must not consume or use illegal drugs at any time, whether on duty or not, so as to ensure they are not under the influence when reporting for duty, carrying out work for TfL or when on TfL premises;
- (e) must not possess, store (except for those prescribed and available without prescription), or sell drugs or illegal substances on TfL premises or in vehicles, or bring TfL into disrepute by being involved in such activities outside work;
- (f) must not collude with colleagues whose behaviour and performance is affected by the misuse of drugs or the misuse of illegal substances;
- (g) to undergo screening for drugs or illegal substances prior to appointment, transfer or promotion to a post in which they will be classified as safety critical; and
- (h) to notify their manager as soon as possible if they have a misuse of drugs or misuse of illegal substances related problem.

2.5 All managers and/or employees with leadership or supervisory roles:

- (a) must ensure that they and employees in their areas of responsibility are familiar with this policy;
- (b) provide support and apply effective controls and consistent application of this policy within their area of responsibility;
- (c) must ensure that appropriate fair and consistent action is taken to deal with any failure to conform;
- (d) to identify any developing problems among their staff and to intervene when an employee's performance appears to be affected by the misuse of drugs or the misuse of illegal substances;

- (e) with the support and guidance of a People Management Advisor (PMA) Specialist must undertake investigations where an employee's performance appears to be affected by the misuse of drugs or the use of illegal substances;
- (f) in the event of the above, must take appropriate action including the disciplinary policy where necessary. This may include the referral of the employee for counselling and assistance and making arrangements for employees to undergo drugs screening tests with DAATS;
- (g) to take a non-judgemental approach whilst being involved in any investigations to address an issue related to drugs or illegal substances;
- (h) to assist employees on a confidential basis who seek help on a confidential basis to overcome a drugs related problem; and
- (i) to be aware that there are legal implications surrounding the misuse of drugs or the misuse of illegal substances, and that in all cases they should seek further advice from HR Services and occupational health as to the appropriate course of action.

Support for those seeking help and advice on a drug related problem is available through contacting HR Services or DAATS which is part of occupational health. It is TfL's policy to ensure any approach of this nature is treated sensitively and confidentially. Guidance is also available from occupational health on the drugs that may cause drowsiness and alternatives that will not.

3. Workplace Violence Policy

Introduction

- 3.1 This policy sets out TfL's approach in relation to the potentially damaging effect of workplace violence. "Workplace violence" is defined as "any incident in which persons are abused, threatened or assaulted in circumstances relating to their work involving an explicit or implicit threat to their safety, wellbeing or health". TfL does not condone any form of violence. For the purposes of this policy workplace violence relates to violence occurring between an employee and a third party. In the event of workplace violence occurring between employees this will normally be dealt with under the Bullying & Harassment Policy and/or the Discipline at Work Policy.

Policy Statement

- 3.2 TfL recognises effects of violence on individuals and the negative outcomes on both work performance and the organisation as a whole. TfL is determined to take action to prevent and deal with these issues. TfL deplores violence to employees and recognises that violence is not an acceptable part of any job. TfL will therefore take all reasonable steps to enable employees to carry out their duties without fear of assault. TfL will take steps to reduce the risk of work-related violence to our employees to a level that is as low as reasonably practicable.

Requirements

- 3.3 TfL will take the following steps to minimise the risk of workplace violence by:

- (a) maintaining an integrated organisational approach to tackling work related violence;
- (b) ensuring that measures are taken to investigate the causes of work related violence and that incidents are properly investigated, where appropriate in liaison with the Police;
- (c) taking all reasonable steps to support the prosecution of and/or legal action against individuals who assault employees in the work place;
- (d) providing appropriate guidance and training on dealing with work related violence; and
- (e) providing support and counselling through occupational health for TfL employees who have experienced violence at work.

Responsibilities

3.4 All employees:

- (a) wherever possible and practical to avoid situations which may give rise to violent behaviour and to avoid fuelling a situation which may give rise to violent behaviour;
- (b) to report violent incidents immediately to their manager or supervisor and to the Police where appropriate; and
- (c) to provide prompt and accurate information to their manager or supervisor concerning the circumstances regarding the incident to assist the manager in their investigation.

3.5 All managers and employees with leadership or supervisory roles:

- (a) to encourage employees to report violent incidents, to ensure that they are reported to the Police where appropriate and recorded through the Incident Report Form procedure. Incident Report forms can be obtained from source or the local Health & Safety Advisor in your area of work;
- (b) to ensure that work related violence is included within the appropriate risk assessment for each role and department;
- (c) ensure the attendance of all employees at appropriate training courses;
- (d) to oversee investigations into all incidents of work related violence in order to establish their proper cause;
- (e) to arrange counselling, if appropriate, for those employees who have been involved in violent incidents. This should be arranged via occupational health; and
- (f) to ensure that employees who are absent as a result of work related violence are given reasonable support and advice. Absence as a result of workplace violence will not normally contribute to any attendance at work infringements as outlined in the Attendance Policy.

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- 3.6 To ensure that reporting, investigative and follow-up procedures for work-related violence together with local workplace risk assessments and emergency plans are audited on an ongoing basis.

Appendix 2 HSE Principles

1. Plan improvements in HSE management by:
 - (a) complying with the spirit and the letter of HSE legislation, Approved Codes of Practice and HSE standards;
 - (b) ensuring the risks to the health and safety of employees, customers, contractors and 3rd Parties are systematically managed to as low as is reasonably practicable;
 - (c) setting progressive objectives and targets to improve HSE management and performance in keeping with stakeholder expectations and TFL strategies;
 - (d) taking due account of HSE risks and benefits in decision-making and as an integral part of the business planning process including procurement and major projects;
 - (e) striving to realise environmental benefits, in addition to pollution prevention, with a focus on managing emissions and mitigating the effects of, and adapting to climate change; and
 - (f) actively supporting TFL in delivering environmental strategies on air quality, ambient noise, biodiversity, energy and municipal waste.
2. Implement and operate effective risk control systems by:
 - (a) ensuring employees have the competence and resources to discharge their personal responsibilities for HSE matters and encouraging a positive HSE culture;
 - (b) providing employees with access to services to promote health and wellbeing;
 - (c) providing premises, plant and equipment and systems of work that contribute to a safe and healthy work place and minimise harm to the environment;
 - (d) securing the commitment and involvement of employees in improving HSE management through effective communication and consultation mechanisms;
 - (e) ensuring arrangements with contractors promote and actively support the implementation of this policy; and
 - (f) planning for foreseeable emergency conditions to ensure effective risk controls and resilience arrangement are in place.
3. Monitor HSE performance, taking corrective action where required by:
 - (a) monitoring HSE management system indicators to improve performance;
 - (b) ensuring that root causes are identified in the investigation of incidents; and
 - (c) effective auditing arrangements are in place to provide assurance and to identify and ensure appropriate corrective action where required.

4. Undertake regular management reviews and regularly review the suitability and effectiveness of HSE management, including this policy, and undertake improvement action where appropriate.

**Schedule 17
Manufacturer Confidential Information**

	Column 1 Manufacturer Confidential Information	Column 2 For period ending on date
1.	Price breakdowns, including any financial models and supporting documents relating to this Agreement to the extent this reveals information about the Manufacturer's, any Key Subcontractors' or any of their Affiliates' costs, rates, build ups, forecasts and/or profit levels, but excluding Appendix 2 (<i>Total Contract Price</i>) to Part B (<i>Milestones</i>) of Schedule 10 (<i>Milestones and Security</i>).	Duration of the Agreement
2.	Information obtained from the Manufacturer relating to risks and pricing of the same to the extent this reveals information about the Manufacturer's, any Key Subcontractors' or any of their or Affiliates' costs, rates, build ups, forecasts and/or profit levels.	Duration of the Agreement
3.	Personal information relating to any of the Manufacturer's employees or employees of any Subcontractors to the extent it contains information exempt as personal data under section 40 of the Freedom of Information Act 2000 but without prejudice to the rights of access under the DPA.	Duration of the Agreement

**Schedule 18
Dispute Resolution Procedure**

1. Dispute

Any Dispute shall be resolved in accordance with this Schedule 18.

2. Senior Representatives

2.1 Written notice of any Dispute must be given by any Party to the other Party (the *Second Party*). This notice (the *Dispute Referral Notice*) shall:

- (a) contain a concise statement of the Dispute and a statement of the remedy or remedies which are sought;
- (b) enclose copies of all correspondence and documentation relevant to the Dispute; and
- (c) state that it is a Dispute Referral Notice given under this Schedule 18.

2.2 A managing representative of both Parties, in each case of appropriate seniority and experience and with appropriate decision-making authority (the *Senior Representatives*), shall meet within seven days of the receipt of any Dispute Referral Notice by the Second Party to:

- (a) discuss the matters set out in the Dispute Referral Notice; and
- (b) attempt in good faith to resolve the Dispute described in the Dispute Referral Notice.

2.3 If the Senior Representatives resolve the Dispute, they shall issue a joint written statement of resolution within 7 days of the meeting referred to in paragraph 2.2. This joint statement shall be binding upon the Parties.

2.4 If the Senior Representatives are unable to resolve the Dispute within 14 days of the meeting referred to in paragraph 2.2, either Party may escalate the Dispute as follows:

- (a) if the Dispute is an Expert Dispute, in accordance with paragraph 3 (*Expert Determination*) of this Schedule 18; or
- (b) if the Dispute is not an Expert Dispute, in accordance with paragraph 4 (*Adjudication*) of this Schedule 1.

3. Expert determination

3.1 Subject to paragraph 2 (*Senior Representatives*), if a Dispute is an Expert Dispute, either Party may give written notice to the other Party of its intention to refer the Dispute to expert determination in accordance with this paragraph 3. Such notice shall set out with adequate specificity the issue or issues to be investigated and resolved by the Expert (the *Notice of Dispute*).

3.2 The Parties shall use reasonable endeavours to agree upon an Expert. If such agreement is not reached within eight days of receipt of the Notice of Dispute (or within such further time as the Parties may agree), either Party may apply to the London Court of International Arbitration (*LCIA*) to appoint an Expert, such

appointment to be effected as quickly as possible and in any event within six days of the application to the LCIA.

- 3.3 Where the Expert has been appointed by the LCIA, the Parties shall, in the absence of direct agreement with the Expert, refer the terms of the remuneration of the Expert to the LCIA to be settled and binding upon the Parties by agreement between the LCIA and the Expert (provided that the level of the Expert's fees shall not exceed the level originally proposed to the Parties by the Expert following his appointment by the LCIA).
- 3.4 Forthwith upon the agreement or determination of the Expert's terms of appointment and remuneration between the Expert and the Parties, the Expert shall confirm his acceptance of the appointment (the *Notice of Appointment*).
- 3.5 Within seven days of receipt of the Notice of Appointment, the referring Party shall serve on the Expert and the other Party a written submission which sets out the nature of its case and appends the supporting documentation which it considers relevant to the Expert Dispute. The submission shall, at a minimum:
- (a) set out with adequate specificity the issue or issues to be investigated and resolved by the Expert;
 - (b) be accompanied by any correspondence between the Parties that discusses the issues and the Parties' attempts to resolve them; and
 - (c) be accompanied by any relevant contractual documents, specifications and/or any technical documents or other data relevant to an initial understanding of the issue.
- 3.6 The other Party may, within seven days of receipt of a submission pursuant to paragraph 3.5, serve on the Expert and the referring Party a submission in reply setting out its response to the referring Party's submission, clarifying or adding to the issues to be investigated and appending any additional supporting documentation upon which it wishes to rely.
- 3.7 The role of the Expert shall be to investigate using his professional skill and experience the issues raised by the Dispute and to determine for himself the correct answer to any disagreement or issue that is required to be resolved between the Parties to the Expert Dispute. The Expert shall not act in a judicial or quasi-judicial capacity, but instead will act on his own behalf and seek to determine on a wholly independent and objective basis his view of the correct answer or solution to any issues raised by the Parties. The Expert shall act as an expert and not as an arbitrator or adjudicator and the provisions of the Arbitration Act 1996 and the law relating to arbitration shall not apply to the Expert, his decision or the procedure by which he reached his decision.
- 3.8 The Parties agree and acknowledge that they shall act reasonably and co-operate promptly with the Expert, and shall provide (or, where applicable, shall use reasonable endeavours to procure that others provide) the Expert with such assistance and documentation as the Expert reasonably requires for the purpose of reaching his decision.

- 3.9 The Expert shall make his determination as expeditiously as reasonably practicable and in any event within 28 days of service of the Notice of Appointment or such other time as may be agreed between the Parties. The Expert shall provide, at the same time as his determination, a written set of conclusions including reasons for such conclusions, to the Parties.
- 3.10 Subject to paragraph 5.1(a), the Expert's determination shall be final and binding upon the Parties save in respect of:
- (a) error on a point of law which any Party reasonably believes materially affects the Expert's determination;
 - (b) fraud;
 - (c) manifest error; or
 - (d) matters outside the Expert's jurisdiction.

For the avoidance of doubt, the Parties may only challenge the Expert's determination on the basis of the grounds set out in this paragraph 3.10.

- 3.11 Subject to paragraph 3.12:
- (a) where the Expert has been appointed by the LCIA, the appointment fee of the LCIA shall be shared equally between the Parties, and if one Party pays the whole of the fee, the other Party shall pay its share of the fee upon demand; and
 - (b) the Expert's fees and any costs reasonably and properly incurred by him in arriving at his determination shall be shared between the Parties.
- 3.12 The Expert may direct that any legal costs and expenses incurred by a Party in respect of the determination and/or Expert Dispute shall be paid by the other Party to the determination and/or Expert Dispute on the general principle that costs should follow the event, except where it appears to the Expert that, in the circumstances, this is not appropriate in relation to the whole or part of such costs.
- 3.13 All matters concerning the process and result of the determination by the Expert, including but not limited to any documentation provided by the relevant Parties, to the extent that they are not otherwise in the public domain, shall be treated as confidential.

4. Adjudication

- 4.1 Save where this Agreement explicitly provides that a Dispute should be referred for resolution as an Expert Dispute under the Dispute Resolution Procedure, and subject to paragraph 2 (*Senior Representatives*), either Party may give the other notice of intention to refer the Dispute to adjudication in accordance with this paragraph 4.
- 4.2 When giving its notice of intention to refer the Dispute, the referring Party shall propose an adjudicator and the Parties shall use reasonable endeavours to agree an adjudicator. If agreement is not reached within eight days of receipt by the non-referring Party of the notice of intention to refer to Dispute, either Party shall have the

right to apply to the LCIA, directing it to nominate an independent adjudicator within six days. Any legally qualified adjudicator nominated pursuant to this paragraph 4.2 must be Queen's Counsel.

- 4.3 Once appointed pursuant to paragraph 4.2, such adjudicator shall be the *Adjudicator* for the purposes of this Agreement and the Dispute shall be deemed to have been referred to the Adjudicator for the purposes of this paragraph 4.
- 4.4 The Party referring the Dispute to the Adjudicator shall within seven days of the appointment of the Adjudicator provide its written submission upon the Dispute to be considered by the Adjudicator with a copy by letter to the other Party. Any submission from the other Party to be considered by the Adjudicator shall be provided within seven days from the first submission. The Parties shall comply with any request of the Adjudicator in relation to the Dispute.
- 4.5 Any communication between the Party and the Adjudicator shall be in writing and communicated contemporaneously also to the other Party. Communication by email shall constitute valid written communication for the purposes of this Schedule 18.
- 4.6 In any event, the Adjudicator shall provide to both Parties his written decision on the Dispute within 28 days of the reference (or such longer period as the Parties may agree after the reference). The Adjudicator shall have the power to extend the period of 28 days by up to 14 days, with the consent of the Party which referred the Dispute.
- 4.7 Unless the Parties otherwise agree, the Adjudicator shall give reasons for his decision. Unless and until the Dispute is finally determined by the Courts in accordance with paragraph 5.2 or by the agreement of the Parties, the Adjudicator's decision shall be binding on both Parties who shall forthwith give effect to the decision. Either Party may apply to any appropriate court for enforcement of the Adjudicator's decision. The following shall not be treated as a Dispute for the purposes of this Schedule 18:
- (a) any form of enforcement of the Adjudicator's decision;
 - (b) any form of challenge to the enforcement of the Adjudicator's decision; and
 - (c) any dispute arising out of or in connection with such enforcement or challenge referred to in (a) and (b) above.
- 4.8 The Adjudicator shall have the power to correct his decision so as to remove a clerical or typographical error arising by accident or omission, provided that such correction is notified to the Parties in writing within 7 days of the date upon which the Adjudicator provided his written decision to the Parties.
- 4.9 The Adjudicator's fees and expenses of any reference shall be borne as the Adjudicator shall specify or, in default, equally by the Parties. The Parties may agree, after notice of intention to refer the Dispute has been given, to allocate their own costs arising out of the reference, including legal costs and the costs and expenses of any witnesses.
- 4.10 The Adjudicator shall be deemed not to be an arbitrator but shall render his decision as an expert, and the provisions of the Arbitration Act 1996 and the law relating to

arbitration shall not apply to the Adjudicator or his determination or the procedure by which he reached his determination.

4.11 The Adjudicator shall act impartially and may take the initiative in ascertaining the facts and the law. The Adjudicator shall, subject to any limitation in this Agreement:

- (a) have the power to open up, review and revise any opinion, certificate, instruction, determination or decision of whatever nature given or made under this Agreement; and
- (b) have complete discretion as to how to conduct the adjudication, save that the Adjudicator may not amend the time periods prescribed by paragraph 4.6 without the consent of both Parties.

4.12 All information, data or documentation disclosed or delivered by a Party to the Adjudicator in consequence of or in connection with his appointment as Adjudicator shall be treated as confidential. The Adjudicator shall not, save as permitted by clause 38 (*Confidentiality*), disclose to any person or company any such information, data or documentation and all such information, data or documentation shall remain the property of the Party disclosing or delivering the same and all copies shall be returned to such Party on completion of the Adjudicator's work.

4.13 The Adjudicator is not liable for anything done or omitted in the discharge or purported discharge of his functions as Adjudicator unless the act or omission is in bad faith. Any employee or agent of the Adjudicator is similarly protected from liability.

5. Reference to Court

5.1 If:

- (a) one of the Parties is dissatisfied with the Expert's determination solely on the basis of any of the grounds set out in paragraph 3.10.
- (b) one of the Parties is dissatisfied with the decision after the Adjudicator notifies his decision; or
- (c) the Adjudicator has not notified his decision and the time provided by paragraph 4.6 has expired,

then either Party may within 35 days of receipt of the Expert or Adjudicator's decision (as appropriate), notify the other Party of its intention to refer the Dispute to the Courts of England and Wales (the *Courts*) for final determination. In any event, such proceedings shall be initiated within 90 days of receipt of the Expert's determination or Adjudicator's decision (as appropriate).

5.2 For the avoidance of doubt, if a Party fails to so notify the other Party pursuant to paragraph 5.1 above, it will be taken to have waived its right to refer the matter to the Courts and the Expert's determination or Adjudicator's decision (as appropriate) will be final and binding. Otherwise, the Courts shall have the power to open up, review and revise any opinion, certificate, instruction, determination or decision of whatever nature given or made under this Agreement, to vary or cancel the Adjudicator's

decision and, where appropriate, to order financial compensation to be paid by one Party to the other.

6. Continuing Obligations and Rights

- 6.1 Unless the Agreement has already been repudiated or terminated, the Parties shall continue to comply with, observe and perform all of their obligations under the Agreement regardless of the nature of the Dispute and notwithstanding the referral of the Dispute for resolution under this Schedule 18 and shall give effect forthwith to every Expert's determination or Adjudicator's decision (as appropriate) and the Courts delivered under this Schedule 18. The provisions of this Schedule 18, shall continue to apply to any Dispute notwithstanding the repudiation or termination of this Agreement.
- 6.2 No Party shall be prevented from, or delayed in, seeking any order for specific performance or for interim or final injunctive relief or for other equitable relief as a result of the provisions of this Schedule 18 nor shall this Schedule 18 apply in respect of any circumstances where such remedies are sought.

**Schedule 19
Termination Payments**

1. Termination for Manufacturer Default and Corrupt Gifts prior to Acceptance of the Minimum Fleet

If this Agreement is terminated at any time prior to Acceptance of the Minimum Fleet, as a result of:

- (a) the occurrence of a Manufacturer Event of Default in accordance with clause 30 (*Manufacturer Default*); or
- (b) the occurrence of a Prohibited Act in accordance with clause 34 (*Corrupt Gifts Termination*),

the Purchaser shall, without prejudice to paragraph 3, upon the Minimum Fleet Handback Date specified by the Purchaser in the Minimum Fleet Handback Notice:

- (i) return all Accepted Units and Accepted Equipment to the Manufacturer at the location notified to the Manufacturer in the Minimum Fleet Handback Notice. Legal and beneficial title to such Units and Equipment shall pass to the Manufacturer by delivery; and
- (ii) be reimbursed by the Manufacturer for all payments made to the Manufacturer in relation to the supply of Units and Equipment plus Default Interest from the date of the relevant payment by the Purchaser until the time such repayment is made.

2. Termination for Manufacturer Default and Corrupt Gifts after Acceptance of the Minimum Fleet and prior to Acceptance of the Fleet

If this Agreement is terminated at any time following Acceptance of the Minimum Fleet, but prior to Acceptance of all of the Units and all of the Equipment as a result of:

- (a) the occurrence of a Manufacturer Event of Default in accordance with clause 30 (*Manufacturer Default*); or
- (b) the occurrence of a Prohibited Act in accordance with clause 34 (*Corrupt Gifts Termination*),

the Purchaser shall, without prejudice to paragraph 3, be entitled (in its absolute discretion) to:

- (i) procure the completion of all partially complete Units and/or other items of Equipment such that they have satisfied the conditions necessary for the passing of title to the Purchaser and, upon Acceptance of all such Units and Equipment, pay to the Manufacturer the relevant Milestone Payments for each such Unit or other item of Equipment that are not yet paid as at the Termination Date, less the cost of completion and the costs of the Purchaser's procurement of the same. Subject to clauses 37.5 and 37.6, where this gives rise to a negative figure, the corresponding positive amount will be paid by the Manufacturer to the Purchaser together with