

following form:	Contract Programme
(o) The period for the Purchaser to respond to the Supplier under Clause 12.4.2 is the following number of Working Days following receipt by the Purchaser of an Acceptance for Service Certificate from the Supplier in accordance with Clause 12.4.2:	10 Working Days
(p) The amount of liquidated damages payable per day under Clause 13	£1,000 per day
(q) The Purchaser's VAT registration number under Clause 21 is:	01900907
(r) The amount of the Performance Bond under Clause 22.2.2 <u>22.1.2</u> is: [REDACTED]	[REDACTED] of the Contract Price
(s) The Supplier's total aggregate liability to the Indemnified Parties under clause 29.4.1 is:	100% of the Contract Price
(t) The notice details for the Purchaser / Purchaser under Clause 36.1.2 are:	Address: London Underground Limited, 172 Buckingham Palace Road, London, SW1W 9TN [REDACTED]
(u) The notice details for the Supplier under Clause 36.1.2 are:	Attention: Greg Moore Address: Delatim Limited Unit 33, The IO Centre, Armstrong Road, Woolwich, London, SE18 6RS

SCHEDULE 17: RESPONSIBLE PROCUREMENT

PART A: EQUALITY AND SUPPLIER DIVERSITY

A list of equality and supplier diversity definitions can be found in Appendix 1 of this Schedule 17 Part A.

1. EQUALITY & DIVERSITY

1.1 Strategic Equality & Diversity Plan

1.1.1 Within 20 Working Days of the Commencement Date the Supplier shall provide to the Purchaser an initial strategic equality and diversity plan based on the requirements set out in this Schedule 17 Part A.

1.1.2 The Purchaser shall notify the Supplier of any amendments required to the initial strategic equality and diversity plan provided to it in accordance with paragraph 1.1.1 above, within 10 Working Days of receipt of such plan.

1.1.3 The Supplier shall provide the Purchaser with an amended version of the initial strategic equality and diversity plan incorporating any amendments requested by the Purchaser pursuant to paragraph 1.1.2 above within 10 Working Days of the Purchaser notifying the Supplier of such amendments.

1.1.4 For the purposes of the Agreement the expression "**Agreed Strategic Equality & Diversity Plan**" shall mean the strategic equality and diversity plan produced by the Supplier incorporating all amendments requested by the Purchaser pursuant to paragraph 1.1.2 above.

1.1.5 For the duration of the Agreement, the Supplier shall comply with the Agreed Strategic Equality & Diversity Plan and shall procure that each of its Subcontractors:

(a) adopts and implements; and

(b) in respect of indirect Subcontractors uses reasonable endeavours

1.1.6 to procure that those indirect Subcontractors adopt and implement, a strategic equality and diversity plan in respect of their respective employees engaged in the performance of the Agreement which is at least as extensive in scope as that agreed with the Purchaser and set out in the Agreed Strategic Equality & Diversity Plan.

1.1.7 Where any Subcontractor has, pursuant to paragraph 1.1.1 of this Schedule 17 Part A or otherwise, adopted a Strategic Equality & Diversity Plan, the Supplier shall procure that each Subcontractor:

(a) provides; and

(b) in respect of indirect Subcontractors, use reasonable endeavours to procure that those indirect Subcontractors provide,

a copy of its Strategic Equality & Diversity Plan (and any amendments thereto) to the Purchaser or its nominee as soon as reasonably practicable.

1.2 Diversity Training

1.2.1 Within 20 Working Days of the Commencement Date the Supplier shall provide to the Purchaser an initial diversity training plan based on the requirements set out in this Schedule 17 Part A.

1.2.2 The Purchaser shall notify the Supplier of any amendments required to the initial diversity training plan provided to it in accordance with paragraph 1.2.1 above, within 10 Working Days of receipt of such plan.

- 1.2.3 The Supplier shall provide the Purchaser with an amended version of the initial diversity training plan incorporating any amendments requested by the Purchaser pursuant to paragraph 1.2.2 above within 10 Working Days of the Purchaser notifying the Supplier of such amendments.
- 1.2.4 For the purposes of the Agreement the expression "**Agreed Diversity Training Plan**" shall mean the diversity training plan produced by the Supplier incorporating all amendments requested by the Purchaser pursuant to paragraph 1.2.2 above.
- 1.2.5 For the duration of the Agreement, the Supplier shall comply with the Agreed Diversity Training Plan in relation to all of its employees engaged in the performance of the Agreement. The Supplier shall procure that each of its Subcontractors:
- adopts and implements; and
 - in respect of indirect Subcontractors uses reasonable endeavours,
- to procure that those indirect Subcontractors adopt and implement, a diversity training plan in respect of their respective employees engaged in the performance of the Agreement which is at least as extensive in scope as the requirement of paragraph 1.2.6 of this Schedule 17 Part A.
- 1.2.6 Where a Subcontractor has, pursuant to paragraph 1.2.5 of this Schedule 17 Part A or otherwise, adopted a diversity training plan, the Supplier shall procure that each of its Subcontractors:
- (a) provides; and
 - (b) in respect of indirect Subcontractors, use reasonable endeavours to procure that those indirect Subcontractors provide,
- a copy of its diversity training plan (and any amendments thereto) to the Purchaser or its nominee as soon as reasonably practicable.
- 1.2.7 The Supplier ensures that all of its employees engaged in the performance of the Agreement receive equality and diversity training annually and that new employees receive an equality and diversity induction within three (3) months of starting. Equality and diversity training will consist of an awareness workshop, toolbox talk or refresher course delivered with an emphasis on equality and diversity.

1.3 Supplier Diversity

- 1.3.1 Within 20 Working Days of the Commencement Date the Supplier shall provide to the Purchaser an initial supplier diversity plan based on the requirements set out in this Schedule 17 Part A.
- 1.3.2 The Purchaser shall notify the Supplier of any amendments required to the initial supplier diversity plan provided to it in accordance with paragraph 1.3.1 above, within 10 Working Days of receipt of such plan.
- 1.3.3 The Supplier shall provide the Purchaser with an amended version of the initial supplier diversity plan incorporating any amendments requested by the Purchaser pursuant to paragraph 1.3.2 above within 10 Working Days of the Purchaser notifying the Supplier of such amendments.
- 1.3.4 For the purposes of the Agreement the expression "**Agreed Supplier Diversity Plan**" shall mean the supplier diversity plan produced by the Supplier incorporating all amendments requested by the Purchaser pursuant to paragraph 1.3.2 above.

1.3.5 For the duration of the Agreement the Supplier shall at all times comply with the Agreed Supplier Diversity Plan. The Supplier shall procure that each of its Subcontractors:

- (a) adopts and implements; and
- (b) in respect of indirect Subcontractors uses reasonable endeavours

to procure that those indirect Subcontractors adopt and implement, a supplier diversity plan in relation to the performance of the Agreement which is at least as extensive as the Agreed Supplier Diversity Plan.

1.3.6 Where a Subcontractor has, pursuant to paragraph 1.3.5 of this Schedule 17 Part A or otherwise, adopted a supplier diversity plan, the Supplier shall procure that each of its Subcontractors:

- (a) provides; and
- (b) in respect of Indirect Subcontractors, use reasonable endeavours to procure that those indirect Subcontractors provide,

a copy of its supplier diversity plan (and any amendments thereto) to the Purchaser or its nominee as soon as reasonably practicable.

1.4 **Not Used**

1.5 Monitoring and Reporting

1.5.1 Subject to paragraph 1.5.3 of this Schedule 17 Part A, the Supplier shall use reasonable endeavours to provide the Purchaser on the date of this Agreement and subsequently every 12 months from the date or such other frequency as the Purchaser may reasonably request of this Agreement with the following information:

- (a) an annual report on performance and compliance with the equality and diversity provisions as set out in this Schedule 17 Part A. The annual report should set out:
 - (i) the performance of the Supplier over the past 12 months in relation to the Agreed Strategic Equality and Diversity Plan, the Agreed Training Plan, the Agreed Supplier Diversity Plan and/or the action plan submitted for the previous 12 months in accordance with the fourth bullet point below;
 - (ii) the proportion of its employees engaged in the performance of the Agreement and, to the extent reasonably possible, the employees of its Subcontractors or Indirect Subcontractors engaged pursuant to the terms of the relevant Subcontracts in the performance of the Agreement who are:
 - (A) female;
 - (B) of non-white British origin or who classify themselves as being non-white British;
 - (C) from the Local Community;
 - (D) disabled;

- (b) a statement broken down by activity and material type of how they have used and how much has been spent with:
 - (i) Small and Medium Enterprises;
 - (ii) Black, Asian and Minority Ethnic businesses;
 - (iii) suppliers from other under-represented or protected groups; and
 - (iv) suppliers demonstrating a diverse workforce composition;
- (c) an equality and diversity action plan containing actions which:
 - (i) support the equality and diversity requirements set out in this Schedule;
 - (ii) have realistic target dates assigned and be challenging but achievable; and
 - (iii) have been presented to and agreed by the Purchaser before the Commencement Date or during the month preceding the next anniversary of the Commencement Date, as applicable.

1.5.2 Progress and approval (where due) of actions will be monitored via four (4) weekly (or as otherwise agreed) progress meetings with the Purchaser. The Supplier shall provide a written update prior to the progress meetings and should request additional meetings (if necessary) with the Purchaser to discuss progress or seek sign-off for completed actions.

1.5.3 The Supplier shall ensure at all times that it complies with the requirements of the Data Protection Act 1998 (as may be amended) in the collection and reporting of the information to the Purchaser pursuant to paragraph 1.5.1 of this Schedule 17 Part A.

1.5.4 The Supplier's equality and diversity manager shall attend the equality and diversity managers meeting with the Purchaser and, if appropriate, others, on a quarterly basis to discuss:

- (a) equality and diversity legislation, Mayor of London strategies and Purchaser policies;
- (b) performance and benchmarking;
- (c) innovations and efficiencies;
- (d) training.

Meetings will be hosted at venues agreed by the attendees. The meetings will be chaired by the Purchaser.

1.6 Equality and Diversity Infractions

1.6.1 If the Supplier or any of its Subcontractors commits an Equality & Diversity Infraction, the Purchaser shall be entitled (but not obliged) to act as follows:

- (a) if an Equality & Diversity Infraction is committed by the Supplier then the Purchaser may serve written notice upon the Supplier identifying in reasonable detail the nature of the Equality & Diversity Infraction, and the Supplier shall cease committing and remedy, at its own cost, the Equality & Diversity Infraction, within 30 days of receipt of such notice (or such longer period as may be specified in the notice); or
- (b) if the Equality & Diversity Infraction is committed by a Subcontractor of the Supplier, the Purchaser may serve written notice upon the Supplier identifying in reasonable detail the nature of the Equality & Diversity Infraction, and the Supplier shall procure that the Subcontractor ceases committing and remedies, at its own cost, the Equality & Diversity Infraction within 30 days of receipt by the

Supplier of such notice (or such longer period as may be specified in the notice). If the Supplier fails to procure the remedy of the Diversity Infraction, the Purchaser may serve a further written notice upon the Supplier and within 30 days of receipt of such further notice (or such longer period as may be specified in the notice), the Supplier shall terminate, at its own cost, the relevant Subcontract with its Subcontractor and procure performance of the affected works or services by another person which also complies with the obligations specified in paragraphs 1.1 to 1.5 of this Schedule 17 Part A.

- 1.6.2 It shall be a fundamental term and condition of the Agreement that the Supplier complies with its obligations under paragraphs 1.6.1(a) and (b) of this Schedule 17 Part A. Where, following receipt of a notice given pursuant to paragraph 1.6.1(a) or (b), the Supplier fails to remedy an Equality & Diversity Infraction to the satisfaction of the Purchaser or in the case of paragraph 1.6.1(b) fails to terminate the Subcontract with a defaulting Subcontractor and procure performance by another person on the terms specified in paragraph 1.6.1(b), the Supplier will be in breach of the Agreement and the Purchaser shall be entitled (but not obliged) to terminate the Agreement in accordance with Clause 25 of the Agreement.
- 1.6.3 For the purposes of this paragraph 1.6 "**Equality & Diversity Infraction**" means any breach by the Supplier of its obligations specified in paragraphs 1.1 to 1.5 of this Schedule 17 Part A and/or any failure by a Subcontractor to adopt and implement a strategic equality and diversity plan, a diversity training plan and/or a supplier diversity plan as described in paragraphs 1.1 to 1.3 of this Schedule 17 Part A.
- 1.7 Equality and Diversity Audit
- 1.7.1 The Purchaser or its nominee may from time to time undertake any audit or check of any and all information regarding the Supplier's compliance with paragraphs 1.1 to 1.5 of this Schedule 17 Part A. The Purchaser's rights pursuant to this paragraph 1.7.1 shall include any and all documents and records of the Supplier and its Subcontractors and, where applicable, subject to the provisions of paragraphs 1.1 to 1.3 of this Schedule 17 Part A, indirect Subcontractors and shall include the Minimum Records.
- 1.7.2 The Supplier shall, maintain and retain the Minimum Records for a minimum of six (6) years from the termination or expiry of the Agreement (whichever is the later) with respect to all matters in respect of the performance of and compliance with paragraphs 1.1 to 1.5 of this Schedule 17 Part A. The Supplier shall procure that each of its Subcontractors and, where applicable subject to the provisions of paragraphs 1.1 to 1.3 of this Schedule 17 Part A, indirect Subcontractors shall, maintain and retain the Minimum Records for a minimum of six (6) years from the termination or expiry of the Agreement (whichever is the later) with respect to all matters in respect of the performance of and compliance with paragraphs 1.1 to 1.5 of this Schedule 17 Part A. The Supplier shall procure that each Subcontract between it and its Subcontractors and, where applicable, subject to the provisions of paragraphs 1.1 to 1.3 of this Schedule 17 Part A, each Subcontract between its Subcontractors and any Indirect Subcontractors of the Supplier shall contain rights of audit in favour of and enforceable by the Purchaser substantially equivalent to those granted by the Supplier pursuant to paragraph 1.7.1 of this Schedule 17 Part A.
- 1.7.3 The Purchaser shall use reasonable endeavours to co-ordinate its audits and to manage the number, scope, timing and method of undertaking audits so as to ensure that the Supplier and each Subcontractor is not, without due cause, disrupted or delayed in the performance of its obligations under the Agreement and/or relevant Subcontract (as the case may be).

- 1.7.4 The Supplier shall promptly provide, and procure that its Subcontractors and, where applicable subject to the provisions of paragraphs 1.1 to 1.3 of this Schedule 17 Part A, indirect Subcontractors promptly provide all reasonable co-operation in relation to any audit or check including, to the extent reasonably possible in each particular circumstance:
- (a) granting or procuring the grant of access to any premises used in the Supplier's performance of the Agreement or in the relevant Subcontractor or indirect Subcontractor's performance of its Subcontract, whether the Supplier's own premises or otherwise;
 - (b) granting or procuring the grant of access to any equipment (including all computer hardware and software and databases) used (whether exclusively or non-exclusively) in the performance of the Supplier's or the relevant Subcontractor or indirect Subcontractor's obligations specified in paragraphs 1.1 to 1.5 of this Schedule 17 Part A, wherever situated and whether the Supplier's own equipment or otherwise; and
 - (c) complying with the Purchaser's reasonable requests for access to senior personnel engaged in the Supplier's performance of the Agreement or the relevant Subcontractor or indirect Subcontractor's performance of its Subcontract.
- 1.7.5 For the purposes of this paragraph 1.7 the expression "**Minimum Records**" means all information relating to the Supplier's performance of and compliance with paragraphs 1.1 to 1.5 of this Schedule 17 Part A and the adoption and implementation of a Strategic Equality and Diversity Plan, an Agreed Training Plan and an Agreed Supplier Diversity Plan by each Subcontractor and, where applicable, subject to the provisions of paragraphs 1.1 to 1.3 of this Schedule 17 Part A, indirect Subcontractor of the Supplier.

Appendix 1

Equality and Supplier Diversity Definitions

General Equality and Supplier Diversity Definitions

(1) Access

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

(2) Black Asian and Minority Ethnic Groups

This is an inclusive term that refers to all ethnic groups who have a common experience of discrimination on the basis of their skin colour or ethnic origin. Children and young people can be further subdivided into:

- Young children – those that use the transport network escorted by parents or carers.
- School children – those, usually at secondary school, that use the transport network independently or with members of their peer group.

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

(4) Consultation

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

(5) Disability

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

(6) Discrimination

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

- Direct discrimination

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

- Indirect discrimination

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

(7) Diversity

The differences in the values, attitudes, cultural perspective, beliefs, ethnic background, sexuality, skills, knowledge and life experiences of each individual in any group of people. Diversity is essentially the acknowledgement and respect of differences within and between groups of people and or organisations. The primary differences that are recognised legislatively are age, disability,

ethnicity, faith, gender and sexual orientation. However, TfL accepts that our society is diverse in numerous other ways including employment and general social condition.

(8) Equalities

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

(9) Equality

The vision or aim of creating a society (or aspects of society) where power and quality of life is shared equally and both individuals and groups are able to live their lives free from discrimination and oppression. The definition of equality that has been adopted by the Greater London Authority/TfL is that "an equal society protects and promotes equal, real freedom and the opportunity to live in the way people value and would choose, so that everyone can flourish. An equal society recognises people's different needs, situations and goals, and removes the barriers that limit what people can do and be." This is further explained as: "It is about what we can do to create a fairer society and recognises that equality is an issue for us all. We don't all start from the same place and to create a fairer society we need to recognise different needs. This focuses on promoting equality for those groups who enjoy legal protection against discrimination, but also for other groups who may face discrimination and disadvantage – for example, due to class or income - whose needs have often been ignored." This is the definition adopted by the Greater London Authority/TfL in 'Equal Life Chances for All' and is designed to ensure that all Londoners are able to access opportunities in all spheres without impediments.

(10) Equality and Supplier Diversity

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

(11) Equality Impact Assessments ("EqIA")

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

(12) Ethnicity

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

(13) Equal Opportunities

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

(14) Exemplary Employer

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

(15) Gender

The social differences between women and men that have been learned are changeable over time and have wide variations both within and between cultures. The term is often used to differentiate from 'sex' a term referring to biological differences.

(16) Gay

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

(17) Inclusion

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

(18) Mainstreaming

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

(19) Medical Model of Disability

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

(20) Sexual Orientation

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

(21) Social Inclusion

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

(22) Social Model of Disability

Disability is a social phenomenon. While many individuals have physical or sensory impairments, learning difficulties or are living with mental health, it is the way that society responds to these

which creates disability and the impairment. The social model believes the 'cure' to the problem of disability lies in the restructuring of society, an achievable goal that benefits everyone.

(23) Transgendered

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

(24) Diverse Suppliers Definitions

For the purposes of TfL's procurement equality and supplier diversity programme, "**Diverse Suppliers**" comprise the following four subsets:

- Small and Medium Enterprises (SMEs);
- Black, Asian and Minority Ethnic (BAME) business;
- Suppliers from other under-represented or protected groups;
- Suppliers demonstrating a diverse workforce composition.

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

Small And Medium Enterprises (SMES)

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

- 0-49 Full Time Equivalent employees;

AND EITHER

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

OR

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

Medium Enterprise

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

- 50-249 Full Time Equivalent employees;

AND EITHER

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

OR

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

Large Enterprise

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

- 250 and over Full Time Equivalent employees;

AND EITHER

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

OR

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

Black, Asian And Minority Ethnic (BAME) Owned Businesses

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

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

- White British
- Irish
- Any other White background
- Mixed White and Black Caribbean
- White and Black African
- White and Asian
- Any other Mixed background
- Asian or Asian British Indian
- Pakistani
- Bangladeshi
- Any other Asian background
- Black or Black British Caribbean
- African
- Any other Black background
- Chinese or other Ethnic Group Chinese
- Any other Ethnic Group

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

Suppliers From Other Under-Represented Groups Or Protected Groups

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

- Women (gender)

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

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

Suppliers Demonstrating A Diverse Workforce Composition

This relates to Full Time Equivalent employees in the supplier's workforce who may be from one or more minority ethnic groups, and/or under-represented groups and/or protected groups as listed in paragraphs 1.3 and 1.4 of Schedule 17 Part A.

PART B: ETHICAL SOURCING

1. The Purchaser is committed to ensuring that workers employed in its supply chains throughout the world are treated fairly, humanely and equitably. In the course of complying with this Agreement, the Supplier shall comply with and shall procure that its Subcontractors (as applicable) comply with those principles of the ethical trading initiative base code (the "**ETI Base Code**") as are detailed in Appendix A to this Schedule 17 Part B, or an equivalent code of conduct (the "**Ethical Sourcing Principles**") in relation to the provision of the Goods and/or Services under this Agreement.
2. As soon as practicable following the Commencement Date the Supplier shall be registered with an ethical supplier database, such as the supplier ethical data exchange ("**SEDEX**"). The Supplier agrees that for the duration of this Agreement, it shall permit and enable the Purchaser to have access to the information relating to the Supplier that subsists in such ethical supplier database.
3. During the course of this Agreement, if the Purchaser has reasonable cause to believe that the Supplier is not complying with any of the Ethical Sourcing Principles, then the Purchaser shall notify the Supplier and the Parties shall agree an action plan in writing with appropriate timeframes for compliance by the Supplier (the "**Action Plan**") by no later than 60 Working Days from the date of the Purchaser notifying the Supplier that remedial action is required or such other period as the Parties may otherwise agree in writing. The costs of the creation and implementation of the Action Plan shall be borne by the Supplier.
4. Following the agreement of the Action Plan, the Purchaser reserves the right to conduct, or require to be conducted, one or more audits, (either itself or via a third-party auditor approved by the Purchaser) in relation to compliance by the Supplier with the Action Plan.
5. For the avoidance of doubt, the right of audit contained in paragraph 4 of this Schedule 17 Part B shall include without limitation the right of the Purchaser (or an approved auditor by the Purchaser) acting reasonably to undertake physical inspections of relevant sites/factories, to conduct interviews with relevant personnel and to inspect relevant documents. The Supplier shall co-operate and shall procure that its Subcontractors (as applicable) co-operate with the Purchaser in relation to all aspects of any audit.

Appendix A: The ETI Base Code

1.1 EMPLOYMENT IS FREELY CHOSEN

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

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

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

1.3 WORKING CONDITIONS ARE SAFE AND HYGIENIC

- 1.3.1 A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment.
- 1.3.2 Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers.
- 1.3.3 Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.
- 1.3.4 Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.
- 1.3.5 The company observing the code shall assign responsibility for health and safety to a senior management representative.

1.4 CHILD LABOUR SHALL NOT BE USED

- 1.4.1 There shall be no new recruitment of child labour.
- 1.4.2 Companies shall develop or participate in and contribute to policies and programmes which provide for the transition of any child found to be performing child labour to enable her or him to attend and remain in quality education until no longer a child.

1.4.3 Children and young persons under 18 shall not be employed at night or in hazardous conditions.

1.4.4 These policies and procedures shall conform to the provisions of the relevant ILO standards.

1.5 LIVING WAGES ARE PAID

1.5.1 Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. In any event wages should always be enough to meet basic needs and to provide some discretionary income.

1.5.2 All workers shall be provided with written and understandable Information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid.

1.5.3 Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. All disciplinary measures should be recorded.

1.6 WORKING HOURS ARE NOT EXCESSIVE

1.6.1 Working hours comply with at least UK national laws and benchmark industry standards, whichever affords greater protection.

1.6.2 In any event, workers shall not on a regular basis be required to work in excess of 48 hours per week and shall be provided with at least one day off for every seven (7) day period on average. Overtime shall be voluntary, shall not exceed 12 hours per week, shall not be demanded on a regular basis and shall always be compensated at a premium rate.

1.7 NO DISCRIMINATION IS PRACTISED

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

1.8 REGULAR EMPLOYMENT IS PROVIDED

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

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

1.9 NO HARSH OR INHUMANE TREATMENT IS ALLOWED

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

Note on the Provisions of this Code

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

Appendix B: Definitions

Child

Any person less than 15 years of age unless local minimum age law stipulates a higher age for work or mandatory schooling, in which case the higher age shall apply. If however, local minimum age law is set at 14 years of age in accordance with developing country exceptions under ILO Convention No. 11, the lower will apply.

Young person

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

Child labour

Any work by a child or young person younger than the age(s) specified in the above definitions, which does not comply with the provisions of the relevant ILO standards, and any work that is likely to be hazardous or to interfere with the child's or young person's education, or to be harmful to the child's or young person's health or physical, mental, spiritual, moral or social development.

PART C: SUSTAINABLE TIMBER

1. Definitions

1.1 "Legal Timber"

Means Timber in respect of which the organisation that felled the trees and/or provided the timber from which the wood supplied under the Agreement derived:

- (A) had legal rights to use the forest;
- (B) holds a register of all local and national laws and codes of practice relevant to forest operations; and
- (C) complied with all relevant local and national laws and codes of practice including environmental, labour and health and safety laws and paid all relevant royalties and taxes.

1.2 "Recycled Timber" and "Reclaimed Timber"

Means recovered wood that has been reclaimed or re-used and that has been in previous use and is no longer used for the purpose for which the trees from which it derives were originally felled. The terms 'recycled' and 'reclaimed' are interchangeable and include, but are not limited to the following categories: pre-consumer recycled wood and wood fibre or industrial by-products but excluding sawmill co-products (sawmill co-products are deemed to fall within the category of Virgin Timber), post-consumer recycled wood and wood fibre and drift wood. Recycled or Reclaimed Timber must be capable of being evidenced as such to the Purchaser's satisfaction in order to satisfy this definition.

1.3 Not Used.

1.4 "Sustainable Timber"

Means Timber, which in order to meet the Purchaser's criteria for sustainable timber, must be:

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

1.5 "Sustainably Sourced Timber"

Means Timber sourced from organisational, production and process methods that minimise harm to ecosystems, sustain forest productivity, ensure that both forest ecosystem health and vitality, and forest biodiversity is maintained. In order to satisfy this definition, Timber must be accredited to meet the Forest Stewardship Council ("**FSC**"), Programme for the Endorsement of Forest Certification ("**PEFC**"), or an equivalent. Where it is not practicable to use FSC or PEFC accredited Timber, the Purchaser will accept Timber accredited through other schemes approved by the Central Point of Expertise on Timber ("**CPET**"), as listed below:

- (a) Canadian Standards Association ("**CSA**");
- (b) Sustainable Forestry Initiative ("**SFI**"),

or such other source as the Supplier may demonstrate to the Purchaser's satisfaction is equivalent.

1.6 **"Timber"**

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

1.7 **"Purchaser"**

Means London Underground Limited.

1.8 **"Virgin Timber"**

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

1.9 **"Independent Report"**

Means an independent report by an individual or body:

(A) whose organisation, systems and procedures conform to:

(i) ISO Guide 65:1996 (EN 45011:1998); and

(ii) general requirements for bodies operating product certification systems; and

(B) who is accredited to audit against forest management standards by a national or international body whose organisation, systems and procedures conform to ISO Guide 61 General Requirements for Assessment and Accreditation of Certification Bodies.

2. **Supplier's Obligations and the Purchaser's Rights**

2.1 The Supplier shall ensure that all Timber supplied or used in the performance of the Agreement shall be Sustainable Timber. If it is not practicable for the Agreement to meet this condition the Supplier must inform the Purchaser in writing prior to the supply of any Timber that is not Sustainable Timber, and stating the reason for the inability to comply with this condition. The Purchaser reserves the right, in its absolute discretion, to approve the use of Timber that is not Sustainable Timber. Where the Purchaser exercises its right to reject any Timber, the provisions of paragraph 2.4 of this Schedule 17 Part C shall apply.

2.2 Without prejudice to paragraphs 2.1 and 4.2 of this Schedule 17 Part C, all Virgin Timber procured by the Supplier for supply or use in performance of the Agreement shall be Legal Timber.

2.3 The Supplier shall ensure that Virgin Timber it procures for supply or use in performance of the Agreement shall not have derived from any species of tree that is protected under the Convention on International Trade in Endangered Species of Wild Fauna and Flora ("**CITES**") unless the supplier can prove, by producing official documentation, that he has complied with the CITES requirements that permit trading in the particular species of tree so listed under CITES.

2.4 The Purchaser reserves the right to reject at any time any Timber that does not comply with the conditions of this Agreement or the Specification. Where the

Purchaser exercises its right to reject any Timber, the Supplier shall supply contractually compliant alternative Timber, at no additional cost to the Purchaser and without causing delay to the performance of the Agreement.

- 2.5 The Supplier shall maintain records of all Timber supplied and used in the performance of the Agreement. Such information shall be made available to the Purchaser promptly if requested at any time.

3. Purchaser's Reporting Requirements

- 3.1 Unless the Purchaser has given its written approval in accordance with paragraph 2.1 of this Schedule 17 Part C that Timber that is not Sustainable Timber may be used, then, if requested, the Supplier shall promptly provide evidence to the Purchaser's satisfaction that the Timber is Sustainable Timber.

- 3.2 Upon a request by the Purchaser referred to in paragraph 3.1 of this Schedule 17 Part C, in the event that the Supplier does not promptly provide such evidence, or the evidence provided does not satisfy the Purchaser's requirements, then (and without prejudice to paragraph 4.1 of this Schedule 17 Part C), the Purchaser reserves the right to retain 25% of any monies payable to the Supplier under the Agreement until such date as the Purchaser is in receipt of such evidence and the Purchaser is satisfied that the evidence establishes that the Timber is Sustainable Timber.

- 3.2 The Supplier shall report quarterly on its use of Sustainable Timber in the performance of the Agreement, in accordance with Appendix A of this Schedule 17 Part C.

- 3.3 The Supplier shall report on the amount of Timber that has been supplied to the Purchaser in accordance with paragraph 2.1 of this Schedule 17 Part C which is not Sustainable Timber.

4. Verification

4.1 Evidence of Sustainable Timber

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

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

4.2 Evidence of Legal Timber

- 4.2.1 The Supplier shall, before delivering any Virgin Timber under this Agreement, obtain documentary evidence to the Purchaser's satisfaction that the Timber is both Legal and Sustainable Timber. If requested in writing by the Purchaser, the Supplier shall submit such documentary evidence to the Purchaser either prior to delivery or at such other times as the Purchaser may require. For the avoidance of doubt, the Supplier shall identify, as

part of the evidence submitted, a chain of custody from the source of the Timber through to delivery of the final product.

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

Appendix A

Aim of KPI:

Implement the Purchaser's Sustainable Timber Policy

Implement the Purchaser's environmental objective: Reduce resource consumption & improve green procurement

Reporting period	
Date	
Completed by	
Title	

Desired Outcome	Service Performance Indicator	Quantity (KG)	Value (£)	% of good represented	Reporting Frequency	objective	Year 1	Year 2	Year 3	Year 4	Year 5
Reduce resource consumption and improve green procurement (TfL Env' KPI)	Timber complies with Sustainable Timber definition and obligations as per the Agreement.				Quarterly, with Annual report.	Increase/maintain % of sustainable timber supplied					
Reduce resource consumption and improve green procurement (TfL Env' KPI)	Timber does NOT comply with Sustainable Timber definition and obligations as per the Agreement				Quarterly, with Annual report.	Reduce amount of Non Sustainable Timber procured.					

SCHEDULE 18: TRAINING

1. GENERAL REQUIREMENTS FOR TRAINING

- 1.1 The Supplier shall provide, or procure the provision of, training in accordance with this Schedule to the breadth and depth required to enable:
 - 1.1.1 the Purchaser's trainers to acquire all relevant knowledge and skills to carry out training of the Purchaser's staff to:
 - (a) enable operation and maintenance of the Goods as well as equipment used to carry out Tests for the Goods;
 - (b) conduct fault finding;
 - (c) remove, replace and subsequently test all components of the Goods;
 - 1.1.2 the Installer's operatives (and operatives of the Purchaser where the Installer is not the Purchaser) to acquire all relevant knowledge and skills to carry out training of the Purchaser's staff to:
 - (a) conduct the installation of the Goods;
 - (b) enable Testing of the Goods;
 - (c) operate and maintain the equipment used to carry out Testing for the Goods; and
 - 1.1.3 provide any required information to enable the Purchaser to train its train drivers and other operational staff as required; and
 - 1.1.4 the Supplier shall also be required to train any person nominated by Purchaser.
- 1.2 The Supplier shall also be required to train any person nominated by the Purchaser.
- 1.3 The introduction of technical enhancements in the Goods and/or any other changes, such as those arising from the rectification of Defects, shall be analysed by the Supplier, in consultation with the Purchaser, to determine whether further training is required. Any such training identified shall fall within the provisions of this Agreement and shall be provided by the Supplier at no additional cost to the Purchaser.
- 1.4 For the avoidance of doubt, the Supplier shall comply with its obligations under this Schedule 18 at its own cost and shall not be entitled to any adjustment to the Contract Price, unless expressly stated otherwise in this Schedule 18.
- 1.5 The Supplier shall be responsible for the modification of the training approach, materials and resources in consultation with the Purchaser, taking account of training pass/fail rates and in-service operations and maintenance experience.
- 1.6 The Supplier shall, as part of the Training Programme (as defined below), and for the Purchaser's subsequent use for training, provide all tools and equipment associated with the Goods for which training is being provided..
- 1.7 Training shall be provided on the set-up, use and maintenance of all:
 - 1.7.1 tools provided to support training; and
 - 1.7.2 e-learning and equipment, including diagnostic equipment and off-Train equipment testing and analysis tools.
- 1.8 The training provided by the Supplier shall cover the operation and maintenance of the Goods under normal, abnormal, degraded and emergency conditions and shall address all normal modes of operation, the symptoms of failure modes, corrective actions to be taken, safety precautions, the level of intervention that is permissible by the Purchaser and the events that would necessitate the Supplier's involvement. Such training shall include, but shall not be limited to:
 - 1.8.1 the location, purpose and function of all systems and components relevant for the following activities associated with the Goods;

- 1.8.2 the operation and maintenance (including all instructions and processes for installation, operation and maintenance, fault diagnosis, rectification and testing) of the Goods;
- 1.8.3 system interfaces and associated failure modes and effects;
- 1.8.4 Not Used.
- 1.8.5 the Goods Design, performance limits and capability (to ensure that the Purchaser has the capability to undertake specialist engineers' investigations); and
- 1.8.6 such other content that the Supplier shall propose and the Purchaser shall agree.
- 1.9 All training shall be accompanied by a full suite of documentation approved by the Purchaser including but not limited to:
 - 1.9.1 installation, operator and maintainer manuals (including detailed instructions for the installation, operation and maintenance of the Goods, including training tools and equipment);
 - 1.9.2 the documentation necessary to provide specialist engineers with all necessary information to enable them to carry out incident investigations on the Goods being supplied;
 - 1.9.3 an emergency breakdown manual; and
 - 1.9.4 Training Materials (as defined below) including Training Plans (as defined below), detailed trainers' notes, presentation materials (e.g. slides, models, etc.), formative and summative assessments and trainee material (including for example, handbooks).
- 1.10 The Supplier shall be responsible for the provision of an adequate number of appropriately skilled trainers to complete all aspects of the analysis, design, development, delivery and evaluation of training (including, when required by the Purchaser, competency assessments) to meet the provision of the Training Programme.
- 1.11 Training delivery venues shall be at a nominated venue of the Purchaser.
- 1.12 In order to facilitate the development of technology based training (such as simulation or computer based training) by the Purchaser, the Supplier shall provide all required technical information, including documentation such as illustrations, schematics, display screen captures, training manuals and design information relating to the design parameters, installation, operation and maintenance of the Goods.

2. GENERAL REQUIREMENTS FOR TRAINING OF THE INSTALLER:

For installation of the Goods, the required method of training is “Train the trainer” approach. The Supplier must provide sufficient training to all of the Installer’s designated training personnel (such personnel to be nominated by the Purchaser) to ensure that such personnel acquire the required knowledge and skills to enable them to train all staff who are involved in the installation of the Goods. The Supplier shall provide appropriate training in advance of the commencement of installation, which shall be sufficient to ensure the Installer is trained and supported fully in its installation of the Goods onto the Trains.

- 2.1 The Supplier shall provide ongoing support throughout the testing and installation process in accordance with Schedule 3A (*Continuing Support*).
- 2.2 The number of times each individual training course is delivered shall be dependant upon:
 - 2.2.1 the maximum number of attendees, being 4 personnel per “train-the-trainer” course, up to a maximum of 10 employees; and
 - 2.2.2 the actual number of personnel that the Purchaser elects to attend.

3. GENERAL REQUIREMENTS FOR ON-GOING MAINTENANCE:

- 3.1 The Supplier shall provide training and materials sufficient to ensure that:

- 3.1.1 Those personnel nominated by the Purchaser to attend training shall acquire all relevant knowledge and skill in relation to the operation of the Goods, including facets relating to the function, malfunction (including the range and ramification of potential failure conditions), operation and use of the Goods that are relevant to the appropriate staff;
- 3.1.2 Those personnel nominated by the Purchaser to attend training acquire knowledge and skill in relation to the maintenance of the Goods, including all maintenance activity over the life of the Goods that are relevant to the appropriate staff. Such activities shall include (without limitation) inspection maintenance, casualty maintenance, diagnostic and monitoring activities, fault diagnosis, fault rectification;
- 3.1.3 Those personnel nominated by the Purchaser to attend training acquire knowledge and skill such that they are able to train the appropriate staff as per the requirements of paragraphs 3.1.1 and 3.1.2.
- 3.2 For ongoing maintenance and operation of the Goods, the required method of training is a "train-the-trainer" approach.
- 3.3 The number of times each individual training course is delivered shall be dependant upon:
 - 3.3.1 The maximum number of attendees, being 4 personnel per "train-the-trainer" course, up to 10 employees;
 - 3.3.2 The actual number of personnel that the Purchaser elects to attend.

4. **TRAINING PROGRAMME**

- 4.1 The Supplier shall provide a training programme in accordance with the requirements of this Schedule 18. Once such training programme has been approved by the Purchaser, it shall be the "Training Programme" for the purposes of this Schedule 18.
- 4.2 The Supplier shall ensure that the Training Programme sets out the training that shall be provided by the Supplier to enable the Purchaser and Installer to train their employees (or those of the Purchaser's nominees) to install, operate and maintain (as applicable) the Goods in accordance with the requirements of the Specification.
- 4.3 The Supplier shall ensure that the Training Programme is provided in accordance with the timescales required by this Agreement.
- 4.4 The Supplier shall ensure that the Training Programme details all training timescales associated with the:
 - 4.4.1 Production of all Training Materials;
 - 4.4.2 Delivery of all training courses and associated assessments to be provided by the Supplier; and
 - 4.4.3 Delivery of all deliverables under this Schedule 18.
- 4.5 The Training Programme shall as a minimum specify the following timings and delivery dates: :
 - 4.5.1 dates for Training Programme preparation; submission to Purchaser; Purchaser review; update and re-submission to Purchaser (if required); Purchaser approval; regular review;
 - 4.5.2 for each training course:
 - (a) date(s) for completion and assurance of training needs analyses
 - (b) date(s) for production of a Training Plan, including (but not limited to):
 - (i) preparation (incorporating Supplier validation/assurance);
 - (ii) submission to Purchaser;
 - (iii) Purchaser review;
 - (iv) update and resubmission to Purchaser (if required); and
 - (v) Purchaser approval.

- (c) date(s) for production of technical support documentation, including:
 - (i) installation, operation and maintenance manuals etc. preparation (incorporating Supplier validation/assurance);
 - (ii) submission to Purchaser;
 - (iii) Purchaser review;
 - (iv) update and resubmission to Purchaser (if required); and
 - (v) Purchaser approval.
- (d) date(s) for production of Training Materials, including:
 - (i) preparation (incorporating Supplier validation/assurance);
 - (ii) submission to Purchaser;
 - (iii) Purchaser review;
 - (iv) update and resubmission to Purchaser (if required); and
 - (v) Purchaser approval.
- (e) date(s) for provision of all training tools and equipment required for the training course concerned; and
- (f) date(s) for delivery, evaluation and certification of the relevant training (and licensing if required) and any required competence development and assessment activities.

4.6 The Training Programme shall be reviewed in conjunction with the Purchaser and shall be maintained and updated as and when necessary or as requested by the Purchaser until Fleet Acceptance, or if later, until the provision of the last training, and re-submitted for Approval to the Purchaser as required.

5. TRAINING NEEDS ANALYSIS

Training needs analysis shall be conducted in accordance with the requirements of the Specification.

6. TRAINING MATERIALS

6.1 For each training course, the Supplier shall submit to the Purchaser, training materials for approval (the "**Training Materials**"). Such materials shall include:

- 6.1.1 tester, operator and maintainer documentation, including manuals and training manuals;
- 6.1.2 output of training needs analysis;
- 6.1.3 training plans;
- 6.1.4 presentation materials;
- 6.1.5 detailed trainer notes;
- 6.1.6 training materials, including handbooks, fault guides, handouts and other such materials;
- 6.1.7 tools and equipment;
- 6.1.8 formative and summative assessments including, for the summative assessments, a matrix that cross-references each learning objective with all related assessment questions.

6.2 The Purchaser shall be entitled, without further charge, to duplicate as many copies of the Training Materials and other materials provided as it requires.

6.3 The Training Materials shall be reviewed in conjunction with the Purchaser and re-submitted for approval to the Purchaser as required.

6.4 The Training Materials shall be maintained and updated by the Supplier as and when necessary or when requested by the Purchaser, until Fleet Acceptance, or if later, until the provision of the last item of training.

6.5 The Training Materials provided by the Supplier for the Purchaser shall be of sufficient quality and quantity as are reasonably necessary or desirable to permit the Purchaser's nominated trainers to undertake further training of the Purchaser's employees or those of any nominee.

7. **TRAINING PLANS**

7.1 When developing the Training Plans, the Supplier shall:

7.1.1 identify the time, location and attendee numbers for training courses, along with any prerequisites or dependencies for attendance;

7.1.2 identify each training course where recommended attendance is linked to the prior completion of another training course;

7.1.3 limit the number of such dependencies in so far as it is reasonably practical; and

7.1.4 provide joining instructions specifying exact details regarding timings, location, direction, pre-course information and other requirements for each course delegate

(each a “**Training Plan**”).

8. **TRAINING ACCREDITATION / VALIDATION**

8.1 The Supplier shall provide to the Purchaser for the Purchaser's acceptance details of the training accreditation/validation process to accompany the Training Programme and Training Materials provided.

9. **TRAINING DELIVERY, COST, EVALUATION AND ACCEPTANCE**

9.1 The Supplier shall at no additional cost to the Purchaser meet the requirements detailed within this Schedule 18.

9.2 Unless otherwise agreed with the Purchaser, all training provided by the Supplier shall contain formative and summative (immediate outcome) level assessments.

9.3 assessments shall be provided by the Supplier in relation to each of the following activities in the Replacements to be supplied:

9.3.1 planned preventative maintenance;

9.3.2 corrective maintenance; and

9.3.3 fault and failure diagnosis and rectification maintenance.

9.4 In relation to activities 9.3.1, 9.3.2 and 9.3.3 detailed above, competence assessments shall be provided by the Supplier to the Purchaser for all staff members who have been trained .

9.5 The Supplier shall provide to the Purchaser's nominees all required support in order to achieve competence, including task coaching, task shadowing and supervised practice.

9.6 Once a staff member has passed the relevant Competence Assessment, the Supplier shall provide a licence to that staff member that proves that the staff member is competently able to train the appropriate staff as required.

9.7 All training shall be subject to approval by the Purchaser, once the Purchaser confirms its satisfaction with the:

9.7.1 final version of the Training Materials (approved by the Purchaser pursuant to the approval process set out in paragraph above6); and

9.7.2 delivery of the training concerned (to the Purchaser's nominees), including the delivery of training evaluation and delivery of competence assessments referred to in paragraph 9.2 of this Schedule 18.

9.8 Following approval of the training by the Purchaser, should any alteration be required to the Training Materials in light of in-service operations and maintenance experience, the Supplier shall complete any necessary analysis and provide updated Training Materials for the approval of the Purchaser. All necessary support shall be provided by the Supplier to ensure that the Purchaser's nominees acquire all required knowledge and skills associated with the changes concerned.

10. ADDITIONAL TRAINING

10.1 At the Purchaser's request the Supplier shall provide further ongoing maintenance courses in accordance with paragraph 3 of this Schedule 18.

10.2 The cost per delegate of additional "train the trainer" training courses requested by the Purchaser pursuant to paragraph 10.1 above shall be as set out in Schedule 4 (Contract Price).

10.3 At the Purchaser's request the Supplier shall provide direct training to the Purchaser's nominated personnel in accordance with paragraphs 3.1.1 and 3.1.2 of this Schedule 18.

10.4 The cost per delegate of additional "direct training" training courses requested by the Purchaser pursuant to paragraph 10.3 above shall be as set out in Schedule 4 (Contract Price)

SCHEDULE 19: HEAVY GOODS VEHICLE DIRECT VISION STANDARD

1 Introduction

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

“Agreed HGVS Plan” means the Initial HGVS Plan as updated and approved in accordance with the terms of this Schedule;

“Business Day” means any day excluding Saturday, Sundays or public or bank holidays in England;

“Category N2 Lorry” means a vehicle designed and constructed for the carriage of goods and having a MAM exceeding 3,500 kilograms, but not exceeding 12,000 kilograms;

“Category N3 Lorry” means a vehicle designed and constructed for the carriage of goods and having a MAM exceeding 12,000 kilograms;

“Direct Vision Standard” or “DVS” means Direct Vision Standard, a performance based assessment and rating tool, as updated from time to time, that measures how much direct vision a driver has from a Category N3 Lorry cab in relation to other road users. Further information can be found at: www.tfl.gov.uk;

“Initial HGVS Plan” means the initial HGVS Plan that the Supplier shall submit to the Purchaser under the terms of this Agreement which sets out and proposes how the Supplier shall ensure that:

- (a) from and including 1 October 2018, all Category N3 Lorries used in the provision of the Goods and Services achieve a minimum of a one (1) star Direct Vision Standard rating;
- (b) from and including 1 April 2020 all Category N3 Lorries used in the provision of the Goods and Services achieve a minimum of three (3) star Direct Vision Standard rating; and
- (c) so far as reasonably practicable, the conditions at all sites and locations within the control of the Supplier where:
 - (i) the Goods and Services are being

delivered, or
(ii) in connection with the performance of the Goods and Services, any waste is being disposed of or supplies are being delivered to or from,
are appropriate for each Category N2 Lorry and Category N3 Lorry being used in the provision of the Goods and Services. The Supplier shall not incur any costs or make any changes to the site(s) without the prior written consent of the Purchaser;

“MAM” means the Maximum Authorised Mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road.

2 HGV DVS Plan

2.1 Within four (4) weeks of the Commencement Date the Supplier shall submit to the Purchaser the Initial HGV DVS Plan. Within fifteen(15) Business Days of the receipt of the Initial HGV DVS Plan, the Purchaser shall either;

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

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

2.2 Within thirty (30) Business Days (for the purpose of paragraph 2.1.2) or 15 Business Days (for the purpose of paragraph 2.3.2) of receipt of any comments and/or amendments from the Purchaser in accordance with paragraph 2.1.2 or paragraph 2.3.2 (as applicable), the Supplier shall:

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

2.2.2 submit an updated Initial HGV DVS Plan to the Purchaser for approval.

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

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

2.3.2 not approved and provide its further comments and/or amendments to the Supplier and the Supplier shall revise and re-submit the updated Initial HGV DVS Plan for approval in accordance with paragraph 2.2.

The process set out in this paragraph 2.3 shall be repeated until the updated Initial HGV DVS Plan is approved by the Purchaser.

- 2.4 Where the Purchaser, acting reasonably, has not approved the updated Initial HGV DVS Plan, the Supplier may refer that decision to the dispute resolution process set out in the Agreement.
- 2.5 Without limiting any other provision of this Agreement, the Supplier shall, at no additional cost to the Purchaser, and as part of the Goods and Services:
- 2.5.1 implement, observe and comply with the Agreed HGV DVS Plan (and, where the Initial HGV DVS Plan has not yet been agreed in accordance with this Schedule, the Initial HGV DVS Plan); and
- 2.5.2 review and amend the Agreed HGV DVS Plan (as necessary) on each 12 month anniversary of the Commencement Date or earlier if requested by the Purchaser, to reflect:
- 2.5.2.1 any changes to the nature of the Goods and Services; and
- 2.5.2.2 any comments and/or amendments made or proposed by the Purchaser.

3 HGV DVS Co-ordinator

- 3.1 The Supplier shall nominate an employee/member of the Supplier personnel with the necessary experience, competency and authority to:
- 3.1.1 be responsible for implementation and compliance with the Agreed HGV DVS Plan; and
- 3.1.2 act as the Supplier's authorised representative on all matters concerning the Agreed HGV DVS Plan ("**HGV DVS Co-ordinator**").
- 3.2 The Supplier shall add the HGV DVS Co-ordinator's details to the list of Key Personnel set out in Schedule 1B Part A Project Execution Plan.

4 Self Certification and Reporting

On each 12 month anniversary of the Commencement Date, the Supplier shall submit a report to the Purchaser which sets out the Supplier's progress in respect of implementation of the Agreed HGV DVS Plan and confirms (with supporting evidence) that the Supplier has complied with the Agreed HGV DVS Plan.

5 DVS Infractions

- 5.1 Without limiting the effect of any other provision of this Agreement relating to termination, if the Supplier fails to comply with the terms of this Schedule:
- 5.1.1 the Supplier shall be deemed to have committed a material breach of this Agreement; and
- 5.1.2 TfL may refuse the Supplier, its employees, agents/Supplier personnel and each Category N3 Lorry and Category N2 Lorry entry onto any property that is owned, occupied or managed by or on behalf of TfL for any purpose (including but not limited to deliveries).

APPENDIX 1 TO SCHEDULE 19

Appendix 1 will be the Initial HGV DVS Plan submitted within four (4) weeks of the Commencement Date and will be developed to form the Agreed HGV DVS Plan.