

APPENDIX 5 TO SCHEDULE 17

Monthly SLNT Monitoring Report Template

SLNT Monitoring Form

Organisation
 TfL Contract / Project
 Date
 SLNT Reporting Period

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

Additional Information

Highlights

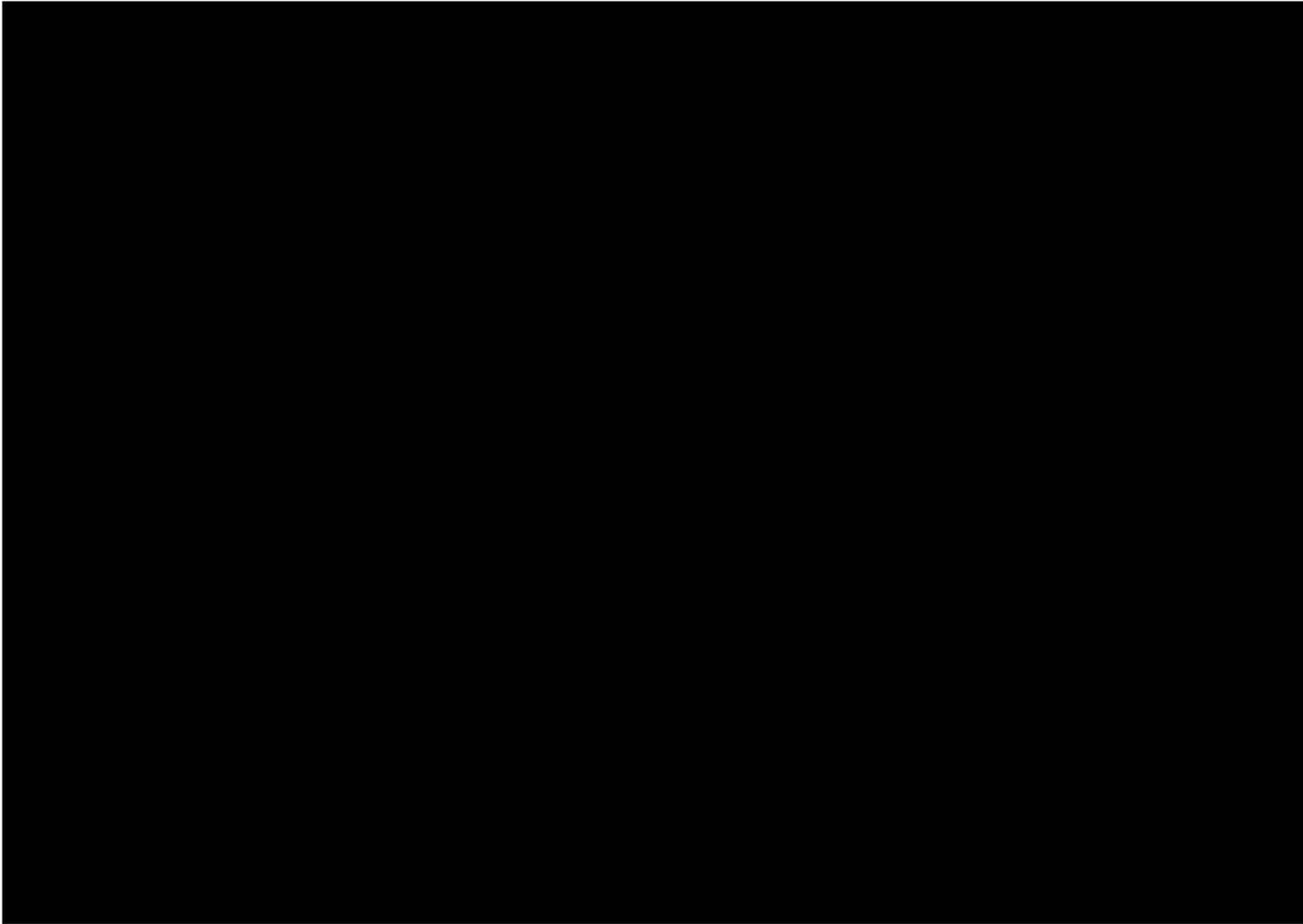
Issues / Concerns / Risks

SCHEDULE 18: MOBILISATION REQUIREMENTS

1. The Supplier shall comply with:
 - (A) the Contract Mobilisation and Transition Plan set out at Appendix 1 (Contract Mobilisation and Transition Plan) to this Schedule 18 (Mobilisation Requirements); and
 - (B) the Business Continuity Plan set out at Appendix 3 (Business Continuity Plan) to Schedule 21 (Contract Management).
2. Without prejudice to the generality of paragraph 1:
 - (A) the Supplier's mobilisation team shall attend mobilisation/transition meetings chaired by the Company as will be scheduled by the Company and notified to the Supplier; and
 - (B) the Parties shall hold a daily conference call at a set time. The Supplier shall participate in this call and provide daily verbal updates.
3. In the event that the Supplier considers that there is likely to be a delay in carrying out any of the activities contained within the Contract Mobilisation and Transition Plan or Business Continuity Plan, it shall immediately notify the Company and provide its proposals to the Company for review and approval as to how it will mitigate the impacts of any such delay. The Supplier will thereafter comply with any such proposals as approved by the Company. Any failure by the Supplier to comply with this obligation shall be dealt with in accordance with Schedule 12 (Performance Measurement).
4. In the event that the Company considers at any time that there is likely to be a delay in carrying out any of the activities contained within the Contract Mobilisation and Transition Plan it may ask the Supplier to identify the reasons for such delay and immediately provide its proposals to the Company for review and approval as to how it will mitigate the impacts of any such delay. The Supplier will thereafter comply with any such proposals as approved by the Company. Any failure by the Supplier to comply with this obligation shall be dealt with in accordance with Schedule 12 (Performance Measurement).
5. Not used.
6. Without prejudice to the generality of the above, the Supplier shall at all times:
 - (A) establish and maintain a statutory aspects inspection and compliance schedule and register; and
 - (B) ensure it understands and applies the Company's permit to work system.



SCHEDULE 19: KEY PERSONNEL



SCHEDULE 20: CONTRACT INNOVATION EFFICIENCY

1. Overview

This Schedule 20 (Contract Innovation Efficiency) sets out the process for the management and measurement of Contract Innovation Efficiency.

2. Definitions

“Annual CIE” has the meaning given to it in paragraph 4.2 of this Schedule 20 (Contract Innovation Efficiency);

“CIE Initiative” means those initiatives set out in the CIE Initiative Plan;

“CIE Initiative Plan” means the plan set out in Appendix 1 (CIE Initiative Plan) to this Schedule 20;

“CIE Initiative Sponsor” means the individual identified by the Company pursuant to paragraph 3.3.1a of this Schedule 20;

“CIE Review Form” means the form set out in Appendix 2 (CIE Review Form) of this Schedule 20;

“CIE Review Meeting” means the meeting between the Company and the Supplier to discuss the on-going achievement of CIE Initiatives and which takes place on a bi-annual basis;

“CIE Review Process” means the process set out in paragraph 3.2 of this Schedule 20;

“CIE Status Report” means the report to be produced by the Company on a quarterly basis and which sets out the Working CIE Initiatives and the Completed CIE Initiatives;

“CIE Target” has the meaning given to it in paragraph 4.1 of this Schedule 20;

“Completed CIE Initiative” means those CIE Initiatives completed by the Supplier in accordance with the processes set out in this Schedule 20;

“Contract Innovation Efficiency” or “CIE” means a reduction to the Price for Services Provided to Date realised through the implementation of agreed CIE Initiatives;

“Contract Year” means each period of 12 consecutive calendar months starting on the Services Commencement Date.

“Period” means the Company’s accounting periods as notified from time to time by the Company to the Supplier each such period being of between 25 and 32 days and one of 13 periods during the Company’s financial year;

“Proposed CIE Initiative” means those CIE Initiatives set out in the Proposed CIE Initiatives section of the CIE Initiative Plan; and

“Working CIE Initiative” means those CIE Initiatives set out in the Working CIE Initiatives section of the CIE Initiative Plan.

3. CIE Initiative Process

- 3.1. Within the first three (3) months following the Services Commencement Date, the Company shall select a minimum of three (3) Proposed CIE Initiatives from the CIE Initiative Plan and these shall be recorded by the Company as Working CIE Initiatives in the Working CIE Initiative section of the CIE Status Report and shall be recorded by the Supplier in the Working CIE Initiative section of the CIE Initiative Plan.
- 3.2. The Supplier shall, using reasonable endeavours, ensure that:
- 3.2.1. it is at all times working on the implementation of a minimum of three (3) Working CIE Initiatives;
- 3.2.2. there is always a minimum of ten (10) Proposed CIE Initiatives in the CIE Initiative Plan; and
- 3.2.3. it shall keep the CIE Initiative Plan updated at all times.
- 3.3. Following selection of a Working CIE Initiative by the Company, whether in the first three (3) months of the Contract or thereafter, the following CIE Review Process shall apply prior to implementation of the Working CIE Initiative:
- 3.3.1. Stage 1 – Initiative Commencement**
- a. The Company shall identify a CIE Initiative Sponsor from within the Company who shall be responsible for overseeing the delivery of the Working CIE Initiative for the Company.
- b. The Company's Representative shall issue the Supplier with a CIE Review Form as set out in Appendix 2 (CIE Review Form) of this Schedule 20 and the Supplier shall complete Stage 1 – Initiative Commencement.
- 3.3.2. Stage 2 – Feasibility Review Plan**
- a. Within 28 Working Days of the Supplier being issued with the CIE Review Form, the Supplier shall complete the Stage 2 – Feasibility Review Plan section of the CIE Review Form, setting out the actions and requirements needed to complete the Stage 2 - Feasibility Review Plan for the relevant Working CIE Initiative, and shall submit this to the Company for review.
- b. The Company shall review the completed Stage 2 – Feasibility Review Plan section of the CIE Review Form and shall agree a final version with the Supplier. In the event that agreement cannot be reached within a reasonable time period, the Company shall have the sole discretion to nominate the terms of the Stage 2 – Feasibility Review Plan for that Working CIE Initiative.
- c. The CIE Review Form, which has been agreed or nominated pursuant to paragraph 3.3.2b, shall be signed by the Company's Representative, the CIE Initiative Sponsor and the Supplier's Representative. The Supplier shall then proceed with Stage 2 – Feasibility Review Plan in accordance with the signed CIE Review Form.

3.3.3. Stage 3 – Proposal and Implementation Plan

- a. Following the completion by the Supplier of the Stage 2 – Feasibility Review Plan, the Supplier shall complete Stage 3 – Proposal and Implementation Plan of the CIE Review Form, setting out the actions and requirements needed to complete Stage 3 – Proposal and Implementation Plan for the relevant Working CIE Initiative, and shall submit this to the Company for review.
- b. The Company shall review the completed Stage 3 – Proposal and Implementation Plan section of the CIE Review Form and shall agree a final version with the Supplier. In the event that agreement cannot be reached within a reasonable time period, the Company shall have the sole discretion to nominate the terms of Stage 3 - Proposal and Implementation Plan for that Working CIE Initiative.
- c. The CIE Review Form, which has been agreed or nominated pursuant to paragraph 3.3.3b, shall be signed by the Company's Representative, the CIE Initiative Sponsor and the Supplier's Representative. The Supplier shall then proceed with Stage 3 – Proposal and Implementation Plan in accordance with the signed CIE Review Form.

3.3.4. Stage 4 - Benefits Realisation

- a. Following completion of Stage 3 – Proposal and Implementation Plan by the Supplier, the Supplier shall complete Stage 4 - Benefits Realisation section of the CIE Review Form, setting out the anticipated cost saving to be achieved through implementation of that Working CIE Initiative and the actions and requirements needed to complete the Stage 4 – Benefits Realisation for the relevant Working CIE Initiative, and shall submit this to the Company for review.
- b. The Company shall review the completed Stage 4 – Benefits Realisation section of the CIE Review Form and shall agree a final version with the Supplier. In the event that agreement cannot be reached within a reasonable time period, the Company shall have the sole discretion to nominate the terms of Stage 4 – Benefits Realisation for that Working CIE Initiative.
- c. The CIE Review Form, which has been agreed or nominated pursuant to paragraph 3.3.4b, shall then be signed by the Company's Representative, the CIE Initiative Sponsor and the Supplier's Representative. The Supplier shall then proceed with Stage 4 – Benefits Realisation in accordance with the signed CIE Review Form.
- d. Following completion of Stage 4 – Benefits Realisation, the Supplier shall then proceed to implement the Working CIE Initiative in accordance with Stages 1 – 4 of the CIE Review Form, as agreed between the parties.
- e. To the extent that any variations to the Contract are required as a result of the implementation of a CIE Initiative by the Supplier, these will be made in accordance with Part A of Schedule 6 (Contract Variation Procedure). For the avoidance of doubt, any savings arising from Completed CIE Initiatives will not amend the Target Cost for any given Contract Year.

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- 3.4. Following completion of a CIE Initiative by the Supplier:
- 3.4.1. it shall be moved to the Completed CIE Initiative section of the CIE Status Report; and
- a further CIE Initiative shall be selected by the Company from the CIE Initiative Plan and the Company shall include this in the Working CIE Initiative section of the CIE Status Report and the Supplier shall include this in the Working CIE Initiative section of the CIE Initiative Plan.
- 3.5. On-going achievement of CIE Initiatives shall be reviewed at the CIE Review meeting.
- 3.6. The CIE Status Report shall be updated by the Company on a quarterly basis and shall be reviewed at the CIE Review Meeting.
- 4. Annual CIE Target**
- 4.1. The target CIE for each Contract Year is a reduction equivalent to 1% of the Target Cost relevant to each Contract Year (the "CIE Target").
- 4.2. In order to measure achievement of the CIE Target, the applicable CIE for any Contract Year (the "Annual CIE") shall be calculated against the Target Cost at the start of each Contract Year and is the sum total of all savings made under the Contract from Completed CIE Initiatives. The CIE Target does not include CIE Initiatives that have been unsuccessful or are not approved by the Company.
- 4.3. In relation to a Completed CIE Initiative, any savings made shall be applied in accordance with Clause 18A (Sharing Mechanism). For the avoidance of doubt, any savings arising from Completed CIE Initiatives will not amend the Target Cost for any given Contract Year.
- 4.4. At the end of each Contract Year, the Company will carry out a reconciliation of the total aggregate savings made as a result of Completed CIE Initiatives against the CIE Target for that Contract Year to assess whether the CIE Target has been achieved by the Supplier. In the event that the CIE Target is not met, the Company shall have the right to invoke paragraph 4.7 of this Schedule 20.
- 4.5. The CIE Target will not be applied to the final year of the Contract. By way of illustration, in the event that the Contract is extended pursuant to Clause 2 (Duration and Option to Extend):
- 4.5.1. for the maximum Extension Period of three (3) years, the CIE Target shall be applied to Contract Years 5, 6 and 7. The CIE Target shall not be applied to Contract Year 8;
- 4.5.2. for an Extension Period of two (2) years, the CIE Target shall be applied to Contract Years 5 and 6. The CIE Target shall not be applied to Contract Year 7; or
- 4.5.3. for an Extension Period of one (1) year, the CIE Target shall be applied to Contract Year 5. The CIE Target shall not be applied to Contract Year 6.
- 4.6. In the event that the Extension Period ends during a Contract Year, the CIE Target

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shall apply to the last full Contract Year.

- 4.7. The Company shall have the right to use the Escalation Procedure set out in paragraph 4 of Schedule 12 Part A (Performance Measurement Mechanism) in the event of any failure by the Supplier to comply with this Schedule 20 (Contract Innovation Efficiency).
- 4.8. A persistent breach of this Schedule 20 by the Supplier shall entitle the Company to terminate this Contract in whole or in part with immediate effect in accordance with Clause 44, as if such persistent breach were a Supplier Default.

