



Schedule 12 – Responsible Procurement

CHANGE HISTORY

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Part A - Strategic Labour Needs and Training

1 General

- 1.1 Without prejudice to the other provisions in this Agreement relating to the Concessionaire Personnel, Part A of this Schedule sets out the Concessionaire's obligations in respect of:
- (a) supporting the TfL Group (and third parties nominated by the TfL Group) in the implementation of the Skills and Employment Strategy; and
 - (b) ensuring that the Concessionaire attracts, develops and retains the Concessionaire Personnel with the skills necessary to deliver the Services throughout the Term.

2 Initial SLNT Plan

- 2.1 The Concessionaire shall comply with the provisions of the Initial SLNT Plan from the Effective Date.

3 Approval of the Agreed SLNT Plan and the SLNT Implementation Plan

- 3.1 Within eighty (80) Working Days of the Effective Date, the Concessionaire shall submit a revised copy of the Initial SLNT Plan to TTL for approval.
- 3.2 The Concessionaire shall ensure that the revised copy of the Initial SLNT Plan:
- (a) is based on the Initial SLNT Plan; and
 - (b) reflects the comments and requirements of TTL provided to the Concessionaire prior to the Effective Date.
- 3.3 Within one hundred (100) Working Days of the Effective Date, the Concessionaire shall submit a draft SLNT Implementation Plan to TTL for approval.
- 3.4 If TTL approves the revised Initial SLNT Plan then from the date of TTL's notice of approval:
- (a) it shall replace the Initial SLNT Plan and become the Agreed SLNT Plan; and
 - (b) the Concessionaire shall comply with the Agreed SLNT Plan.
- 3.5 If TTL approves the draft SLNT Implementation Plan, the Concessionaire shall comply with the SLNT Implementation Plan from the date of TTL's notice of approval.
- 3.6 If TTL does not approve the revised Initial SLNT Plan or the draft SLNT Implementation Plan (as applicable), the Concessionaire shall amend the revised Initial SLNT Plan or the draft SLNT Implementation Plan (as applicable) and re-submit it to TTL for approval within the time period agreed in writing between the Parties.
- 3.7 If TTL does not approve the Initial SLNT Plan or the draft SLNT Implementation Plan (as applicable) following its resubmission in accordance with Paragraph 3.6 above, the matters

preventing such approval shall be resolved in accordance with the Dispute Resolution Procedure.

4 Updates to the Agreed SLNT Plan and the SLNT Implementation Plan

- 4.1 Without limiting any other provision of this Agreement, the Concessionaire shall at no additional cost to TTL and subject to the provisions of Paragraph 4.2 below, review and amend the Agreed SLNT Plan and SLNT Implementation Plan every Contract Year or at other times requested by TTL, to reflect:
- (a) Good Industry Practice;
 - (b) any changes to the nature of the Services or TTL Assets; and
 - (c) any amendments proposed by TTL.
- 4.2 Any changes or amendments to the Agreed SLNT Plan or the SLNT Implementation Plan (as applicable) shall be subject to TTL approval and shall not be implemented until approved in writing by TTL. The provisions of Paragraphs 3.6 and 3.7 shall apply to any amended Agreed SLNT Plan or the SLNT Implementation Plan pursuant to Paragraph 4.1.

5 Key Sub-contractors

- 5.1 The Concessionaire shall procure that its Key Sub-contractors shall provide such co-operation and assistance as may be reasonably requested by the Concessionaire to enable the Concessionaire to comply with the provisions of Part A of this Schedule.

6 SLNT Co-ordinator

- 6.1 Within twenty (20) Working Days of the Effective Date, the Concessionaire shall nominate a member of Concessionaire Personnel with the necessary skills and authority to:
- (a) be responsible for the implementation and on-going development and maintenance of:
 - (i) the Initial SLNT Plan or the Agreed SLNT Plan (as applicable); and
 - (ii) the SLNT Implementation Plan;(together the "**SLNT Plans**");
 - (b) act as the single point of contact for TTL Personnel on all matters concerning the SLNT Plans;
 - (c) ensure the Concessionaire's compliance with the requirements of Part A of this Schedule;
 - (d) monitor and manage Key Sub-contractor compliance with the SLNT Plans; and
 - (e) collect, prepare and present monitoring information, including the Quarterly SLNT Monitoring Report,
- (the "**SLNT Co-ordinator**").

6.2 The SLNT Co-ordinator shall be the person named as such in Schedule 9.2 (Key Personnel).

7 Monitoring and Reporting

7.1 Subject to Paragraph 8 below, the Concessionaire shall provide TTL with a Quarterly SLNT Monitoring Report within ten (10) Working Days of each Quarter end date. The Quarterly SLNT Monitoring Report shall detail the Concessionaire's performance against the SLNT Plans.

7.2 The Concessionaire shall ensure at all times that it complies with Clause 24 (Protection of Personal Data) in the:

- (a) development and maintenance of the SLNT Plans; and
- (b) collection and reporting of the information to TTL pursuant to Paragraph 7.1 above.

8 SLNT Infractions

8.1 The Concessionaire's failure to:

- (a) provide TTL with a copy of the Quarterly SLNT Monitoring Report within the timescales set out in Paragraph 7.1 above;
- (b) ensure that each SLNT Output for the monitoring period is delivered in accordance with Agreed SLNT Plan; and/or
- (c) review and amend the SLNT Plans in accordance with Paragraph 4,

shall constitute a failure to comply with Part A of this Schedule.

8.2 Following any failure referred to in Paragraph 8.1, the Concessionaire's Chief Executive (or equivalent grade) shall attend a meeting with TTL to explain the reasons for such failure and agree a plan to rectify the failure.

Annex 1 of Part A - Skills and Employment Strategy

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

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

A copy of the "Transport Infrastructure Skills Strategy" can be obtained from:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/495900/transport-infrastructure-strategy-building-sustainable-skills.pdf

A copy of the "Transport Infrastructure Skills Strategy (TISS) – One Year On" can be obtained from:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/627255/strategic-transport-apprenticeship-taskforce-1-yr-on.pdf

A copy of the "Transport Infrastructure Skills Strategy (TISS) – Two Years On" can be obtained from:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/727052/transport-infrastructure-skills-strategy-two-years-on.pdf

Annex 2 of Part A - Initial SLNT Plan

SLNT Activity Breakdown Table																									
Organisation	BAI Communications UK																								
TfL Contract / Project	TCP																								
Date	Mar-21																								
SLNT Activity Area	Priority Output	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Total	Cross Check		Additional Detail / Information
																							SLNT Value	SLNT Totals	
Apprentices (monitoring data to be provided on Sheet 1)																									
New Entrant - Level 2-3 (FTE)	Y		1		1		1		1		1		1		1		1		1		1	10	1	10	this is our minimum commitment
New Entrant - Level 4+ (FTE)	Y		2		2		2		2		2		2		2		2		2		2	20	1.5	30	
Social Mobility - Level 2-3 (FTE)	Y		1		1		1		1		1		1		1		1		1		1	10	1	10	
Social Mobility - Level 4+ (FTE)	Y		2		2		2		2		2		2		2		2		2		2	20	1.5	30	
Exisiting Employee - Level 2-3 (FTE)	Y																					0	1	0	this is our minimum commitment
Exisiting Employee - Level 4+ (FTE)	Y					1			1			1			1			1			1	6	1.5	9	
Apprenticeship Success (monitoring data to be provided on Sheet 2)																									
Completion (FTE)					3		3	1	3		4		3	1	3		4		3	1		29	1	29	estimated 50 % completion rate - to discuss with SST to understand their success rate
Job Creation (monitoring data for placements to be provided on Sheet 2)																									
Social Mobility (FTE)			1		1		1		1		1		1		1		1		1		1	10	1	10	this is our minimum commitment
Job Creation (monitoring data to be provided on Sheet 2)																									
Targeted Placement Position (Days)			10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	190	10	19	1 paid placement for 10 days as a minimum
Placement Positions (Days)			10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	190	20	9.5	1 paid placement for 10 days as a minimum
Educational Engagement (Days)		5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	100	20	5	We will reconnect with our education partners as government COVID-19 restrictions ease and our plans will be finalised to commence by the new school year 2021/2022. Should earlier opportunities present themselves we will engage earlier
																						Total SLNT Activity	161.5		
																						Priority Activities	89		

Annex 3 of Part A - Format of the SLNT Implementation Plan

1.1 In the format of the SLNT Implementation Plan below, all references to "TfL" are references to TTL.

1 Contact Information															
TfL Contract								SLNT Coordinator							
Supplier Name								Current Phone Number							
Contract Manager								Contact E mail							
TfL Stakeholder/SRM								Plan Period							
Reporting Requirements															
Supplier Skills Manager								Plan Review Date							
2 Overview and Background															
2.1 Overview: Please provide an overview of the contract/ project to which the SLNT requirements have been applied															
2.2 Method: Please outline how you will deliver your SLNT requirements with particular focus on TfL priority outputs															

2.3 - Forecast Outputs: Please indicate in the table below forecasted SLNT outputs

	Apprentices						Job Creation	Educational / Career Support		
	Job Start (FTE)		Workless (FTE)		Existing Staff (FTE)		Completion	Social Mobility (FTE)	Targeted Placement (Days)	Educational Engagement (Days)
	Level 2 - 3	Level 4+	Level 2 - 3	Level 4+	Level 2 - 3	Level 4+				
Previous Year										
June										
July										
August										
September										
October										
November										
December										
January										
February										
March										
April										
May										
June										
Annual Total	0	0	0	0	0	0	0	0	0	0
Future Years										
TOTAL										

2.4 - Milestones: Please detail key milestones related to the delivery of your SLNT outputs

Milestone 1		Milestone 6	
Milestone 2		Milestone 7	
Milestone 3		Milestone 8	
Milestone 4		Milestone 9	
Milestone 5		Milestone 10	

2.5 - Partners: Please detail any partner organisations that will assist you in your SLNT delivery (Organisation and Key Contact)

Partner 1		Partner 6	
Partner 2		Partner 7	
Partner 3		Partner 8	
Partner 4		Partner 9	
Partner 5		Partner 10	

3. Risks: Please detail any risks and associated mitigation measures for the delivery of your SLNT requirements

	Risk	Likelihood	
1			
2			
3			
4			
5			

4. Communications: Please outline any planned SLNT communication, events or publications (internal and external) and how TIL will be notified

5. Monitoring: You are required to complete the three monitoring templates attached to this document (Sheet 1,2 & 3 of this document)

1. SLNT Monitoring Form - Outlines SLNT Outputs for each reporting period

2. Job Start/Engagement Monitoring Form

3. Apprentice Monitoring Form

6. Sign Off:

Suppliers SLNT Co-ordinator (Name)		Date	
TIL Supplier Skills Manager (Name)		Date	
Implementation Plan Review Date			

Annex 4 of Part A - Quarterly SLNT Monitoring Report Template

In the Quarterly SLNT Monitoring Report Template below, all references to "TfL" are references to TTL.

SLNT Reporting Table								
Organisation								
TfL Contract / Project								
Date								
SLNT Reporting Period (Quarter)								
SLNT Activity Area	Priority Output	Annual Target	Annual Forecast	Outputs this Period	Total Outputs to date	Cross Check SLNT Value SLNT		Additional Detail / Information
Apprentices (monitoring data to be provided on Sheet 3)								
New Entrant - Level 2-3 (FTE)	Y					1	0	
New Entrant - Level 4+ (FTE)	Y					1.5	0	
Social Mobility - Level 2-3 (FTE)	Y					1	0	
Social Mobility - Level 4+ (FTE)	Y					1.5	0	
Existing Employee - Level 2-3 (FTE)	Y					1	0	
Existing Employee - Level 4+ (FTE)	Y					1.5	0	
Apprenticeship Success (monitoring data to be provided on Sheet 2)								
Completion (FTE)						1	0	
Job Creation (monitoring data for placements to be provided on Sheet 2)								
Social Mobility (FTE)						1	0	
Job Creation (monitoring data to be provided on Sheet 2)								
Targeted Placement Position (Days)						10	0	
Placement Positions (Days)						20	0	
Educational Engagement (Days)						20	0	
						Total SLNT Activity	0	
						Priority Activities	0	
Highlights: Please provide further information on the activities undertaken in this reporting period. This could include a summary of the apprenticeships/job starts delivered, key partners/organisations that you have engaged with, schools/career fairs attended and placements offered.								
Issues / Concerns / Risks: Please highlight any issues that have impacted your SLNT delivery.								

Monitoring Forms

(To be completed and submitted with the Quarterly SLNT Monitoring Report)

Part 1 - SLNT Outputs (Excluding Apprentices)

[illegible]

Part 2 - SLNT Outputs – Apprentices

[illegible]

Part B - Ethical Sourcing

1 Ethical Sourcing

- 1.1 The Concessionaire acknowledges that TTL and all members of the TfL Group are committed to ensuring that workers employed in its supply chains throughout the world are treated fairly, humanely and equitably.
- 1.2 The Concessionaire agrees that it shall comply with and shall procure that its Key Sub-contractors comply with the principles of the Ethical Trading Initiative (ETI) Base Code detailed in <http://www.ethicaltrade.org/resources/key-eti-resources/eti-base-code>, or an equivalent code of conduct, as updated from time to time (the "**Ethical Sourcing Principles**"), in relation to the provision of the Services.
- 1.3 The Concessionaire shall bear any costs arising from or in connection with any change to the Ethical Sourcing Principles.

2 Ethical Sourcing Action Plan

- 2.1 During the Term, if TTL has reasonable cause to believe that the Concessionaire is not complying with any of the Ethical Sourcing Principles, then TTL will notify the Concessionaire and the Parties shall agree an action plan with appropriate timeframes for compliance by the Concessionaire (the "**Action Plan**").
- 2.2 The Action Plan shall be agreed by the Parties by no later than ten (10) Working Days from the date of TTL notifying the Concessionaire that remedial action is required pursuant to Paragraph 2.1 or such other period as the Parties may otherwise agree in writing.
- 2.3 The costs of the creation and implementation of the Action Plan will be borne by the Concessionaire.

Part C - Equality Diversity & Inclusion (EDI)

1 EDI Action Plan

- 1.1 The Concessionaire shall within six (6) months of the Effective Date provide to TTL the draft EDI Action Plan for approval.
- 1.2 The Concessionaire shall ensure the draft EDI Action Plan is prepared in accordance with the guidance set out in Annex 1 (EDI Action Plan Guidance) to this Part C.
- 1.3 If TTL approves the draft EDI Action Plan, the Concessionaire shall comply with the EDI Action Plan from the date of TTL's notice of approval and for the duration of the Term.
- 1.4 If TTL does not approve the draft EDI Action Plan, the Concessionaire shall amend the draft EDI Action Plan and re-submit it to TTL for approval within the time period agreed in writing between the Parties.
- 1.5 If TTL does not approve the draft EDI Action Plan following its resubmission in accordance with Paragraph 1.4 above, the matters preventing such approval shall be resolved in accordance with the Dispute Resolution Procedure.
- 1.6 The Concessionaire shall use reasonable endeavours to procure that Key Sub-contractors adopt and implement a strategic equality diversity and inclusion action plan in respect of their respective employees engaged in the performance of the Services which is consistent with the scope of the EDI Action Plan.
- 1.7 The Concessionaire shall, review and amend the EDI Action Plan as requested by TTL from time to time which shall be no more than once per Contract Year.
- 1.8 Any changes or amendments to the EDI Action Plan shall be subject to TTL approval and shall not be implemented until approved in writing by TTL. The provisions of Paragraphs 1.4 and 1.5 shall apply to any amended EDI Action Plan pursuant to Paragraph 1.7.

2 Monitoring and Reporting

- 2.1 The Concessionaire shall provide to TTL by no later than 1 September of each year and in advance of each Annual Strategic Meeting a report on the Concessionaire's performance and compliance with the EDI Action Plan (the "**Equality, Diversity and Inclusion Report (EDI)**"), including:
 - (a) the performance of the Concessionaire over the past Contract Year in relation to the EDI Action Plan;
 - (b) a breakdown of the proportion of its employees engaged in the performance of the Services and, to the extent reasonably possible, the employees of its Key Sub-

contractors engaged pursuant to the terms of the relevant Key Sub-contracts, who are:

- (i) of non-white British origin or who classify themselves as being non-white British;
 - (ii) female;
 - (iii) from the local community; and
 - (iv) disabled; and
- (c) a breakdown of expenditure consisting of a statement broken down by activity and material type of how the Concessionaire and its Sub-contractors have used and how much has been spent with:
- (i) Small and Medium Enterprises (SME);
 - (ii) Black Asian and Minority Ethnic Groups (BAME) businesses;
 - (iii) suppliers from other under-represented or protected groups; and
 - (iv) suppliers demonstrating a diverse workforce composition.

Annex 1 of Part C - EDI Action Plan Guidance

1 EDI Action Plan Glossary

1.1 For the purposes of this Annex 1 of Part C, the following expressions shall have the following meanings:

Black Asian and Minority Ethnic Groups (BAME)	refers to all ethnic groups who have a common experience of discrimination based on their skin colour or ethnic origin. Individuals may self-identify in different ways but BAME is the collective term used by TTL to describe people who may have this range of experiences;
Disability	as defined by the Equality Act 2010, is a physical or mental impairment that has a 'substantial' and 'long-term' negative effect on a person's ability to do normal daily activities. The social model of disability defines disability as the effect of the barriers, discrimination and disadvantages faced by disabled people, not the impact of their specific impairment;
Diversity	is about recognising, respecting and valuing a wide set of differences and understanding that the opportunities we get are impacted by characteristics beyond those protected by legislation like class, family background, political views, union membership etc.;
Equality	is about recognising and respecting differences, including different needs, to ensure that everyone: can live their lives free from discrimination, knows their rights will be protected, and has what they need to succeed in life. It is about ensuring equality of opportunity by tackling the barriers that some groups face, and making London fairer by narrowing the social and economic divides that separate people. The characteristics protected by equality legislation are age, disability, gender, gender reassignment, ethnicity, pregnancy and maternity, religion and/or belief and sexual orientation;
Fuel Poverty	means households that need to spend more than ten per cent (10%) of their income on fuel to maintain a satisfactory heating regime, as well as meeting their other fuel needs (lighting and appliances, cooking and water heating);
Inclusion	means removing barriers and taking steps to create equality, harness diversity and produce safe, welcoming communities and cultures that encourage innovative and fresh ways of thinking and allow people to speak up, especially to suggest where things could be done better;
Inclusive Design	creates environments which everyone can use to access and benefit from the full range of opportunities available; confidently, independently, with choice and dignity, which avoids separation or segregation and is made up of places and spaces that acknowledge diversity and difference, meeting the needs of everyone in society;
Minority-led businesses	are businesses where over fifty-one per cent (51%) of the senior management team or its owners are from a minority ethnic community;
Pay gap	is the difference between the average pay of two different groups of people, for example men and women, or groups from different ethnic backgrounds;
Supplier Diversity	for the purposes of TTL's supplier diversity programme, diverse suppliers are from one of the following five (5) categories:

1. Small and Medium Enterprises (SMEs).

- a) A small enterprise is a business which has both zero (0) forty-nine (49) full-time equivalent employees and either;
- (i) turnover per annum of no more than £5.6 million (five million six hundred thousand pounds sterling) net (or £6.72 million (six million seven hundred twenty thousand pounds sterling) gross) in the last financial year; or
 - (ii) balance sheet total of no more than £2.8 million (two million eight hundred thousand pounds sterling) net (£3.36 million (three million three hundred sixty thousand pounds sterling) gross).
- b) A medium enterprise is a business which has both fifty (50) two hundred and forty-nine (249) full-time equivalent employees and either;
- (i) turnover per annum of no more than £22.8 million (twenty-two million eight hundred thousand pounds sterling) net (or £27.36 million (twenty-seven million three hundred sixty thousand pounds sterling) gross) in the last financial year; or
 - (ii) balance sheet total of no more than £11.4 million (eleven million four hundred thousand pounds sterling) net (or £13.68 million (thirteen million six hundred eighty thousand pounds sterling) gross).

2. A minority-led business is a business which is fifty-one per cent (51%) or more owned by members of one or more BAME groups. Minority ethnic groups are all people including those who have classified themselves as members of ethnic groups other than 'white British'. The minority ethnic classification groups used by TTL for monitoring purposes are those taken from the census:

Ethnic group	Racial Origin
White British	Irish
	Any other White background
Mixed	White & Black Caribbean
	White & Black African
	White & 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
	<p>3. A supplier from an under-represented group which is fifty-one per cent (51%) or more owned by members of one or more of the following groups (where not covered by previous definitions):</p> <p>a) women;</p> <p>b) disabled people;</p> <p>c) lesbians, gay men, bisexual;</p> <p>d) Trans people;</p> <p>e) older people (aged sixty (60) or over); or</p> <p>f) younger people (aged twenty-four (24) or under).</p>	
	<p>4. A supplier from a protected group is one which is fifty-one per cent (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).</p>	
	<p>5. Suppliers demonstrating a diverse workforce composition are those with 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 above; and</p>	
Trans or transgender	<p>is the current terminology for people who do not want to live and be recognised by others as the sex they were assigned at birth. Trans man (someone assigned as female at birth and wants to be accepted as male), trans female (someone assigned male at birth and wants to be accepted as female), gender fluid (someone whose sense of their gender may vary) and gender non-binary (someone who does not wish to be defined as male or female) are some of the experiences that may fall under this umbrella term. The Equality Act 2010 uses the term gender reassignment, in terms of providing protection for discrimination, harassment and victimisation for those who are considering, are currently or plan to reassign their gender.</p>	

2 Guidance for the Concessionaire when preparing the EDI Action Plan

- 2.1 The EDI Action Plan shall not exceed ten (10) pages in total. Any relevant policies shall be appended.

3 EDI Overview

- 3.1 The Concessionaire is required to provide an overview of their approach to promoting EDI in their workplace.
- 3.2 Please include some contextual information, including reference to the key policies and initiatives to improve EDI in your workplace and any baseline information concerning your employment, delivery and contracting position. This information helps to put the EDI Action Plan in context. Key policy documents such as any EDI policies that the Concessionaire has shall be appended.

4 The EDI Action Plan

- 4.1 This information is provided as a guide as to what the EDI Action Plan shall contain and its contents.
- 4.2 A comprehensive EDI Action Plan will reassure TTL that the following areas have been addressed:
- (a) the EDI Action Plan shall state the Concessionaire's equality, diversity and inclusion objectives and how the objectives will be achieved over the Term;
 - (b) the EDI Action Plan shall set out the methods by which the Concessionaire proposes to monitor and report on the implementation of its objectives and their effectiveness;
 - (c) that the Concessionaire has a comprehensive policy that covers tackling discrimination, harassment and victimisation on grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and belief, sex and sexual orientation. The policy shall be in line with the Equality Act 2010 (or equivalent requirements in the relevant jurisdiction where the Concessionaire will carry out the works and services) and the codes of practice of the Equality and Human Rights Commission;
 - (d) recruitment policies and procedures ensure that the Concessionaire does not discriminate or create unequal rates of pay between different protected groups, particularly in relation to disability, ethnicity and gender;
 - (e) this includes making sure that the Concessionaire will publicise vacancies to encourage applicants from disadvantaged or underrepresented groups and have measures in place to proactively recruit a diverse workforce including at a senior level;
 - (f) the Concessionaire has demonstrated that it is actively engaging with local employment agencies and local unemployment programmes so that, as vacancies arise in respect of work or services to be carried out under the Agreement, local

people, particularly from groups who are underrepresented in the workforce, are made aware of these opportunities; and

- (g) there are well-defined procedures for creating safe and inclusive workplaces including ways to deal with bullying, harassment and grievances, requests for reasonable adjustments and flexible working and staff assigned to deal with issues of this nature and a robust mechanism for implementation. Additionally, it would be preferable if equality objectives were incorporated into management appraisal mechanisms.

4.3 An appropriate plan for training shall form part of the EDI Action Plan and will include the following:

- (a) detail which staff are to receive training and what the nature of the particular training will be;
- (b) clear guidance for managers on how to avoid discrimination, harassment and victimisation;
- (c) clear guidance for managers on how to promote EDI within recruitment, training and appraisal;
- (d) appropriate training on delivering inclusive products and services is available to all relevant employees; and
- (e) indicate the types and levels of training, evaluation processes, and how impact will be monitored.

4.4 Overall, the EDI Action Plan shall be clear on what it is trying to achieve and what actions will be taken by the Concessionaire to ensure there is continual progress.

4.5 The Concessionaire is also required to identify how the EDI Action Plan will continue to be shaped by key stakeholders such as TTL, any members of the TfL Group, the Concessionaire's employees and trade unions.

5 EDI Objectives

5.1 The table below is a suggested template for setting out the EDI objectives and includes some example EDI objectives. The Concessionaire is encouraged to develop their own format to suit their organisation.

EDI objective	Current position/baseline	Action	Timing	Person responsible	Resources	EDI objectives key performance indicators
Recruit and retain a workforce reflective of the local area	From workforce diversity statistics					
Move all staff onto London						

Living Wage						
Collect and analyses diversity data						
Reduce gender pay gap						
Inclusive recruitment training for hiring managers						
Managing diversity for all line managers/ supervisors						
Inclusive customer service for all public facing staff						

6 List of best practice resources

6.1 The table below lists a number of useful resources across the Equality, Diversity and Inclusion area which may be used to develop the EDI Action Plan.

Mayor's Good Work Standard	https://www.london.gov.uk/what-we-do/business-and-economy/supporting-business/what-mayors-good-work-standard
Equality and Human Rights Commission	https://www.equalityhumanrights.com/sites/default/files/good_equality_practice_for_employers_equality_policies_equality_training_and_monitoring.pdf
Stonewall	https://www.stonewall.org.uk/creating-inclusive-workplaces/best-practice-toolkits-and-resources
Chartered Institute of Personnel and Development	https://www.cipd.co.uk/knowledge/fundamentals/relations/diversity
Inclusive Employers	https://www.inclusiveemployers.co.uk/resources
Business in the Community	https://www.bitc.org.uk/campaigns-programmes/employment-diversity/DiversityInclusion
Employers for Carers	https://www.employersforcarers.org/
Disability Rights UK	https://www.disabilityrightsuk.org/