

- 24 The Parties to a contract to which the Dispute relates shall continue to observe and perform all the obligations contained in such contract, notwithstanding any reference to the Adjudicator, and insofar as the same is consistent with any safety review procedures to which the parties to the Dispute are bound, give effect forthwith to the Adjudicator's decision in every respect unless and until as hereinafter provided the Dispute is finally determined by a court in any legal proceedings, by arbitration (if the parties otherwise agree to arbitration) or by agreement. Any party to the Dispute may apply to any appropriate court for enforcement of the Adjudicator's decision. Neither any form of enforcement of the Adjudicator's decision nor any form of challenge to the enforcement of the Adjudicator's decision nor any dispute arising out of or in connection with such enforcement or challenge are regarded and treated as a Dispute for the purposes of this Schedule 13 (Dispute Resolution Procedure).
- 25 After the giving of a Notice of Adjudication, the Parties may seek to agree how the Adjudicator allocates the costs and fees excluding his remuneration and expenses which are dealt with in paragraph 26 below of the adjudication as between the Parties. If such an agreement is reached between the Parties, they shall notify the Adjudicator, who shall allocate costs and fees in accordance with such agreement. The Parties agree to be bound by the Adjudicator's allocation of costs and fees and to pay such costs and fees in accordance with the Adjudicator's direction unless and until the direction of the Adjudicator is set aside or revised by a court pursuant to any legal proceedings.
- 26 Subject to any agreement of the Parties, the Adjudicator shall allocate payment of his remuneration and expenses as between the Parties. Unless the Parties otherwise agree, the Adjudicator awards the payment of his remuneration and expenses on the general principle that costs should follow the event, except where it appears to the Adjudicator that in the circumstances this is not appropriate in relation to the whole or part of his remuneration or expenses. The Parties agree to be bound by the Adjudicator's allocation of payment of his remuneration and expenses and pay such remuneration and expenses in accordance with the Adjudicator's direction unless and until the direction of the Adjudicator is set aside or revised by a court pursuant to any legal proceedings.
- 27 All notices, written submissions and any other written communications between the parties to the Dispute and the Adjudicator shall either be delivered by hand, sent by facsimile or sent by first class pre-paid post or recorded delivery (airmail if posted to or from a place outside the United Kingdom) and, in each case, copied simultaneously (delivered or sent as aforesaid) to the other Parties. Copies by way of confirmation of all communications by facsimile between the parties to the Dispute and the Adjudicator shall also be sent by first class post (airmail if posted to or from a place outside the United Kingdom) not later than the next following Working Day the date of the original facsimile transmission.
- 28 All information of whatever nature provided to the Adjudicator by any party to the Dispute shall be copied to the other parties simultaneously.
- 29 If any party to a Dispute is dissatisfied with the Adjudicator's decision on that Dispute, that party may commence court proceedings for the final determination

of the Dispute.

## SCHEDULE 14: OBLIGATIONS ON HANDOVER

1. The provisions of this Schedule 14 (Obligations on Handover) are without prejudice to the obligations of the Supplier to continue to provide the Services as required by the terms of this Contract and any services reasonably required to transition the Services to an incoming supplier with the minimum of disruption and so as to prevent or mitigate any inconvenience to the Company or disruption to its operations.
2. The Supplier shall at its own cost, commencing no later than eleven (11) months before the Expiry Date or on the date of receipt of any Termination Notice:
  - 2.1 prepare and submit for review and approval by the Company's Representative, a detailed demobilisation plan for the Services containing the Supplier's proposals for the demobilisation aspects of the Services, including but not being limited to transfer of staff, intellectual property rights and manuals, spares and equipment (the "Demobilisation Plan") and thereafter update the Demobilisation Plan as requested by the Company.
  - 2.2 in order to support the seamless transition of the Services following the Expiry Date or Termination Date, undertake all necessary actions in connection with the demobilisation, including but not being limited to the following:
    - (a) providing all necessary resource, including Supplier Personnel, equipment and materials to enable timely demobilisation;
    - (b) identifying its demobilisation team and demobilisation manager;
    - (c) procuring that its demobilisation team shall attend Company chaired demobilisation/transition meetings;
    - (d) keeping the Company's Representative fully informed on the progress of the demobilisation; and
    - (e) complying with all reasonable instructions of the Company in connection with the demobilisation.
  - 2.3 cooperate fully with and provide all reasonable and necessary assistance and information in connection with the Services and/or to facilitate the orderly transfer of responsibility for and conduct of the Services to the Company and any incoming supplier or suppliers in the transition of the Services before the Expiry Date or Termination Date (as the case may be) and for a period of three (3) months after such date to ensure that the changeover to the incoming supplier (or back to the Company) is effected with minimal disturbance and disruption.
  - 2.4 the requirement for the Supplier to provide cooperation pursuant to paragraph 2.3 above extends to any retender process for the Services

carried out by the Company in relation to an incoming supplier or suppliers to enable it to access the Sites and/or Company personnel, and specifically an obligation to provide, on reasonable notice during the term of the Contract, information for the purpose of a competition and managing the transition to an incoming supplier or suppliers, to include:

- (a) details of the Services;
- (b) details of employees who would transfer to the replacement contractor;
- (c) management information; and
- (d) any other information that the Company may reasonably require.

2.5 maintain records, data, files, information and documentation relating to the Services in such form and manner as to enable the Supplier to effectively transfer them in full to the Company and/or to any third party nominated by the Company, so as to put the Company and/or third party into a position where the Company and/or the third party can provide a level of service which is similar to or the same level as Services provided under this Contract.

3. Without prejudice to paragraph 2, annually, on each anniversary of the Contract Commencement Date until expiry of the Contract or earlier termination, the Supplier shall submit a draft Demobilisation Plan for review and approval by the Company. The draft Demobilisation Plan shall be in the form set out in Appendix 1 to this Schedule 15. In addition to each such submission, at other intervals the Company may from time to time and acting reasonably request that the draft Demobilisation Plan is updated by the Supplier.
4. No later than ninety (90) days before the Expiry Date or immediately following receipt of a Termination Notice, the Supplier shall return to the Company's Representative all Free Issue Materials provided to the Supplier in accordance with Clause 27 (Free Issue Materials) of this Contract.
5. Without prejudice to the provisions of Clause 14 (Records and Audit) and 42 (Intellectual Property Rights), the Supplier shall:
  - 5.1 hand back to the Company (at the Expiry Date or Termination Date (as the case may be)) all records, data, files, information and documentation owned by the Company but used by the Supplier in the performance of the Services, subsequently destroy all electronic information in the possession of the Supplier and provide a certificate of destruction to the Company's Representative;
  - 5.2 provide the Company and/or incoming supplier or suppliers with all reasonable help, assistance and co-operation to make available and effect the transfer of records, data, files, information and documentation to an incoming supplier or suppliers so as to enable the

Company and/or incoming supplier or suppliers to set up and effect the transition of the Services, in accordance with Clause 14 (Records and Audit) of the Contract; and

- 5.3 hand over to the Company (upon request of the Company's Representative but in any event at the Expiry Date or Termination Date (as the case may be)) all passes or entry permits.
6. The Supplier shall ensure that (at the Expiry Date or Termination Date (as the case may be)):
- 6.1 all equipment (whether or a temporary or permanent nature) used in the delivery of the Services whether or not owned by the Supplier, the Company or any third party is fully maintained, serviced and fully functional with an up-to-date service and maintenance history which is entered on the CAFM system. Equipment which fails to meet these conditions shall be replaced with new by the Supplier at its own cost. In the event that the Supplier is in breach of this paragraph 6.1 (irrespective of whether the equipment is in the ownership and responsibility of the Supplier or a Sub-Contractor), the Company shall be entitled to purchase such equipment itself and recover the associated costs from the Supplier;
  - 6.2 all assets and spares, critical and non-critical, are handed over to the incoming supplier and the Company and that relevant members of the Supplier's Personnel are present at handover; and
  - 6.3 all areas which the Contractor has used for storage or operation have been left clean and tidy and all rubbish has been removed from the Sites.
7. During demobilisation the Supplier shall promptly provide all reasonable cooperation and support resource in relation to any audit or check required by the Company and commissioned by the Company's Representative, including in each particular circumstance:
- 7.1 granting or procuring the grant of access to any premises used in performance of the Contract, whether the Supplier's own premises or otherwise;
  - 7.2 granting or procuring the grant of access to any equipment (including all computer hardware, software and databases) used (whether exclusively or non-exclusively) in the performance of the Supplier's obligations under the Contract, wherever situated and whether the Supplier's own equipment or otherwise;
  - 7.3 making any contracts and other documents, records and information related to the provision of the Services available for inspection;
  - 7.4 granting copying facilities to the Company and/or LUL's auditor for the purposes of making copies of any or all the information, records and documents;

- 7.5 complying with the Company's reasonable request for access to senior personnel engaged in the Supplier's performance of the Contract;
- 7.6 granting access to the Sites to staff of the incoming suppliers (with the approval of the Company) for the purpose of mobilisation and transitioning of the Services. This will include providing access to all plant, equipment, contract related records, staff and escorting the incoming staff as requested by the Company's Representative.
8. In the event of a failure by the Supplier to comply with any of the obligations set out in this Schedule 14, in the final twelve (12) months of the Contract the Company shall be entitled to retain from each payment per period due to the Supplier five per cent (5%) equal to the cost to the Supplier of performing the relevant obligations. The Parties agree that such retention shall not be a penalty and is fair and reasonable and represents a genuine pre-estimate of what the cost of performance to the Supplier would have been.
9. The Supplier is required to notify any Sub-Contractors of the relevant demobilisation procedures set out in this Schedule 14 and/or the Demobilisation Plan set out in Appendix 1.
10. In relation to any Necessary Consents, these will not transfer from the Supplier to an incoming supplier or suppliers and the incoming supplier or suppliers shall be required to obtain these in accordance with Clause 6 (Consents) of this Contract.

***[Note: IT systems that need specific exit provisions i.e. migration of data to incoming supplier to be confirmed.]***

## Appendix 1: Demobilisation Plan

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## Skanska Depot and Contract Office

We will return the Skanska depot facility in Snaresbrook, East London, back to its original state by removing all cabins, skips, toilet blocks, materials and plant. The depot will then be formally handed back to the control of LUL.

## Supply Chain Disengagement

Once the end date of the contract is confirmed, all supply chain members will be formally notified at the earliest opportunity, to allow them to negotiate with successful contractors to ensure continuity of works.

## Commercial Close Out

Upon contractual completion, Skanska will engage with LUL to ensure the contract is fully final accounted, which will help the smooth transition to the follow-on contractors.

## Transportation and Plant

All providers of transportation and plant equipment will receive ample of contract termination, allowing us to ensure items are off hired in line with the contract end dates.

## Supply of Information to Client

Upon cessation of the contract, all outstanding asset completion information is supplied to LUL to allow records to be updated and current, allowing for a smooth transition.

## Stocktake of Materials

To ensure extra stocks of materials do not remain at Skanska depots, a monthly stocktake of materials is performed. These levels can then be communicated to LUL and the new contractor.

## GANT Chart Demobilisation Programme

Upon receipt of termination and LUL's confirmation a new contractor has been awarded the works, Skanska will create a GANT chart programme detailing all required demobilisation activities. This is shared with LUL and updated on a monthly basis to easily advise and communicate progress of the demobilisation period and the expected timeframe until total withdrawal has been achieved.

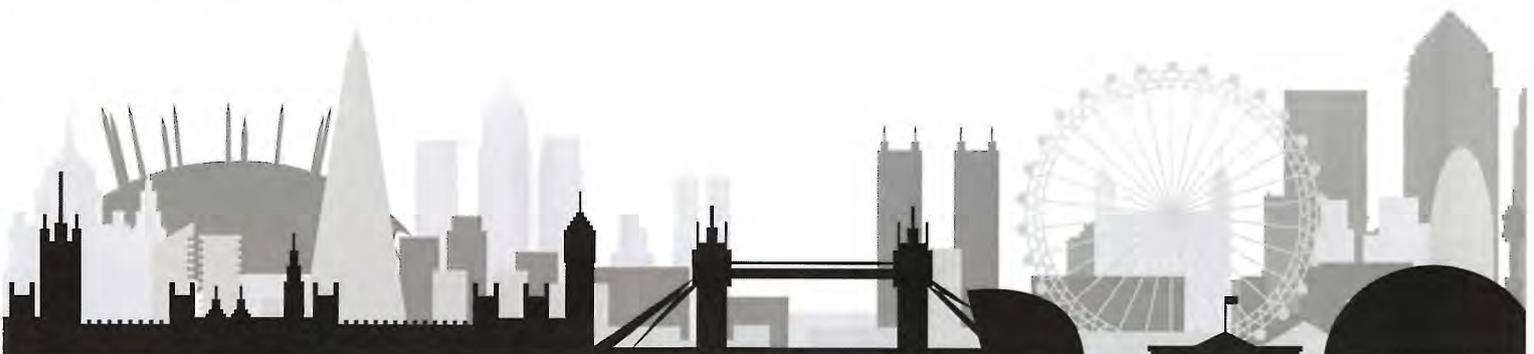
## Demobilisation Process Contact List

To reassure LUL, all demobilisation processes have a dedicated owner. A process contact list is provided advising who is responsible for each activity. This process enhances confidence that Skanska is performing a professional disengagement from the contract and saves time wasted chasing relevant people through provision of phone numbers and email addresses to converse with the process owner directly.

## Handover of Work Scopes

Skanska will ensure that all scope documentation is handed over to London Underground upon completion of Lot 1, so that LU has all of the required information to supply the new contractor. This will enable a successful mobilisation of the new contract superseding Lot 1.

Skanska will create an overarching handover spreadsheet log detailing all of the documents that will be required to supply London Underground. The spreadsheet log will be reviewed and approved by LU, and is then reviewed during weekly during visualisation board meetings.



# T19: De-mobilisation Plan

## Benefits to London Underground

- Service maintained to the end of the contract period to ensure continuity and a smooth transition to the follow-on contractor
- Detailed handover documents for each work scope
- Up-to-date documentation for the new contractor
- Assurance that all our obligations at handover are fulfilled in line with Schedule 14
- Effective, timely demobilisation of the contract before the initial expiry date (31 March 2022).

## Introduction

At the end of the Lot 1 contract, should the extension period not be activated, we will fully co-operate in the transfer of services to LUL or a replacement contractor in line with the requirements and timeframes of Schedule 14. To allow the new contract to be tendered, we will assume notification will be provided in approximately January 2021. From this point onwards, our comprehensive demobilisation strategy will commence, ensuring the key factors which will enable a smooth transfer of affairs to the follow-on contractor are fully considered.

We will maintain the service to the end of the contract by scrutinising the performance of the LOT 1 contract on a daily basis. All employees will be debriefed and liaised with to ensure the LOT 1 programme is completed up to contract end in a professional manner.

We will do everything required to ensure smooth transition of the LOT 1 contract to a new contractor or back to London Underground.

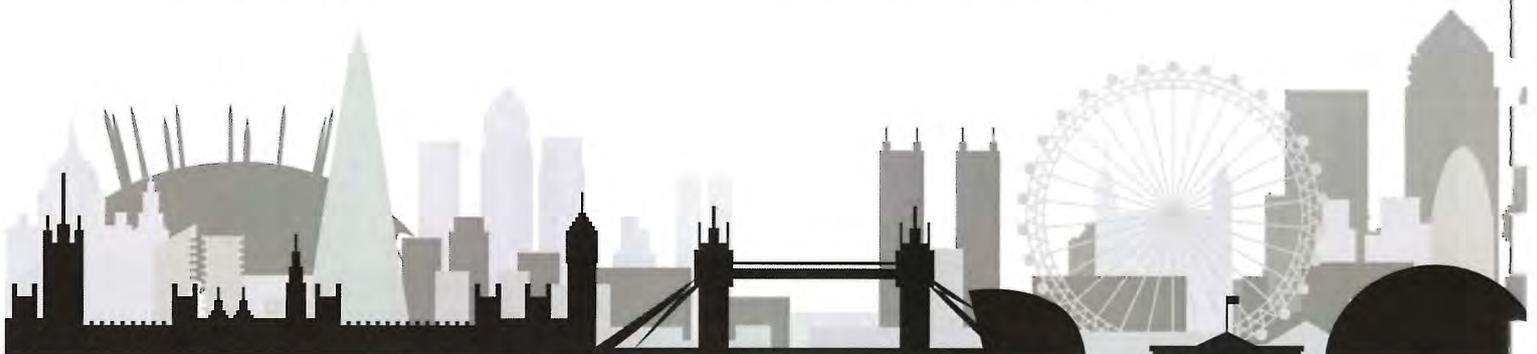
Within six months of the LOT 1 contract's start date, we will provide a demobilisation plan setting out our proposals to hand over the service. This plan is reviewed and updated 12 months prior to the expiry of the service period and submitted to The Employer for ratification and acceptance. This plan will include:

- Allowance for all reasonable access to premises and people
- Sale or transfer of leases for any plant, materials and equipment used exclusively to provide the service
- Data provision to works in progress, enabling LUL or the incoming contractor to continue to provide the service
- Inventories, records and other data not recorded by LUL
- Transfer of all warranties gained during the contract

## Resource

All Skanska team members working on this contract are formally notified within one week of confirmation that the contract will not be extended beyond the initial five year term. This decision is communicated by a formal letter and one-to-one consultations to ensure all team members are kept up to date with the changes happening to their working lives.

Skanska will compile the required Transfer of Undertakings (Protection of Employment) (TUPE) information, allowing LUL to include this in the new contract and Invitation to Tender (ITT) documents.



**SCHEDULE 15: ETHICAL TRADING INITIATIVE BASE CODE**

<http://www.ethicaltrade.org/resources/eti-base-code>

## SCHEDULE 16: STRATEGIC LABOUR NEEDS AND TRAINING

### 1. Introduction

1.1 Without prejudice to the other provisions in this Contract relating to the Supplier Personnel, this Schedule 16 sets out the Supplier's obligations in respect of:

- (A) supporting the TfL Group and the Company in the implementation of the Skills and Employment Strategy; and
- (B) ensuring that the Supplier attracts, develops and retains Supplier Personnel with the skills necessary to deliver the Services throughout the term of this Contract and any extended term.

1.2 In this Schedule 16, the following terms shall have the corresponding meanings:

"Apprentice" means a member of Supplier Personnel who is registered as an apprentice with an industry recognised body;

"Agreed SLNT Plan" means the Supplier's strategic labour needs and training plan set out at Appendix 3 (*Initial/Agreed SLNT Plan*) to this Schedule 16, to be prepared in accordance with the SLNT Plan Template and approved by the Company;

"Initial SLNT Plan" means the initial strategic labour needs and training plan set out at Appendix 3 (*Initial/Agreed SLNT Plan*), submitted by the Supplier prior to the Contract Commencement Date and to be agreed between the Parties in accordance with paragraph 2 of this Schedule 16;

"Monthly SLNT Monitoring Report" means the report to be prepared by the Supplier in the form set out at Appendix 4 (*Monthly SLNT Monitoring Report Template*) and submitted to the Company in accordance with the provisions of paragraph 6 of this Schedule 16;

"Relevant Employment Vacancy" means an employment vacancy within the Supplier's organisation for a member of Supplier Personnel;

"Skills and Employment Strategy" means the TfL Group's ten (10) year skills and employment strategy, as amended from time to time. A copy of the Skills and Employment Strategy dated October 2008 is provided at Appendix 1 (*Skills and Employment Strategy*) to this Schedule 16;

- “SLNT Co-ordinator” has the meaning set out in paragraph 3.1 of this Schedule 16;
- “SLNT Infraction” means any breach by the Supplier of any of its obligations under this Schedule 16;
- “SLNT Output” means the minimum number of Apprentice positions or equivalent to be delivered by the Supplier (either directly through its own personnel and the personnel of its Sub-Contractors) under this Contract, as identified and agreed in the Agreed SLNT Plan;
- “SLNT Plan Template” means the template for the SLNT Plan set out at Appendix 2 (*SLNT Template*) to this Schedule 16, to be completed by the Supplier;
- “Trainee” means a member of Supplier Personnel who is registered as a trainee with an industry recognised body; and
- “Training Plan” has the meaning set out in paragraph 4.1 of this Schedule 16.

## **2. Agreed SLNT Plan**

2.1 Based on the Initial SLNT Plan, the Supplier shall:

- (A) further develop the Initial SLNT Plan to reflect the comments and requirements of the Company; and
- (B) submit a revised copy of the Initial SLNT Plan to the Company for approval within twenty (20) Working Days of the Contract Commencement Date.

2.2 If the Initial SLNT Plan is:

- (A) approved, it shall be adopted immediately and become the Agreed SLNT Plan; or
- (B) not approved, the Supplier shall amend the Initial SLNT Plan and re-submit it to the Company for approval within the time period agreed in writing between the Parties. If the Company does not approve the Initial SLNT Plan following its resubmission, the matters preventing such approval shall be resolved in accordance with the Escalation Procedure set out in Schedule 12 (Supplier Performance).

2.3 Without limiting any other provision of this Contract, the Supplier shall:

- (A) comply with the provisions of the Agreed SLNT Plan; and
- (B) at no additional cost to the Company and subject to the provisions of paragraph 2.4 below, review and amend the Agreed SLNT Plan:

- 1) three (3) Months prior to the Contract Commencement Date; and
- 2) annually not later than each anniversary of the Contract Commencement Date or at such other times requested by the Company, to reflect:
  - a) good industry practice;
  - b) any changes to the nature of the Services; and
  - c) any amendments proposed by the Supplier or the Company.

2.4 Any changes or amendments to the Agreed SLNT Plan shall be subject to the Contract Variation Procedure and shall not be implemented until approved by the Company.

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

3.1 Within twenty (20) Working Days of the Contract Commencement Date, the Supplier shall nominate a member of Supplier Personnel with the necessary skills and authority to:

- (A) be responsible for the implementation and on-going development and maintenance of the Agreed SLNT Plan; and
- (B) act as the single point of contact between the Company nominated personnel on all matters concerning the Agreed SLNT Plan.

3.2 The Parties shall add the SLNT Co-ordinator to the list of Key Personnel set out in Schedule 1.

### **4. Training of Trainees and/or Apprentices**

4.1 Within five (5) Working Days of the date of a Trainee's and/or Apprentice's commencement with the Supplier, the Supplier shall prepare and complete a written training plan for such member of the Supplier Personnel. The training plan shall include:

- (A) details of the skills and competencies to be developed and acquired by the Trainee and/or Apprentice; and
- (B) the timescales by which the Trainee and/or Apprentice should acquire the defined skills and competencies.

4.2 The Supplier shall:

- (A) review and update Training Plans for all Trainees and/or Apprentices each month; and
- (B) make copies of completed and up to date Training Plans available to the Company for their inspection.

### **5. Local Community Relations**

5.1 The Supplier acknowledges and accepts that members of the TfL Group work closely with the Company and Third Party organisations to implement the Skills and Employment Strategy.

5.2 Accordingly, the Supplier shall:

(A) at the time of placing an advertisement for a Relevant Employment Vacancy, notify the relevant member of the Company personnel (and/or any third parties nominated by the TfL Group) of such advertisement, providing details of the:

- 1) relevant employment vacancy;
- 2) date of the advertisement; and
- 3) publication in which the advertisement is scheduled to appear or appeared (as applicable); and

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

## **6. Monitoring and Reporting**

6.1 Subject to paragraph 6.2 below, the Supplier shall provide the Company on a monthly basis with a Monthly SLNT Monitoring Report in the form set out in Appendix 4 to this Schedule 16 detailing the Supplier's performance against the Agreed SLNT Plan.

6.2 Failure to provide the Company with a copy of the Monthly SLNT Monitoring Report within the timescales set out in paragraph 6.1 above shall constitute a failure to meet the performance levels in accordance with Schedule 12 (Supplier Performance).

## **7. SLNT Infractions**

7.1 Failure to:

(A) ensure that each SLNT Output for the monitoring period is delivered in accordance with Agreed SLNT Plan; and/or

(B) review the Agreed SLNT Plan in accordance with paragraph 2.3 of Schedule 16,

shall constitute a failure to meet the Service Delivery Indicators "SDI" in accordance with Schedule 12 (Supplier Performance).

## APPENDIX 1 TO SCHEDULE 16

Skills and Employment Strategy

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

<http://www.tfl.gov.uk/assets/downloads/corporate/Skills-and-employment-strategy-march09.pdf>

**APPENDIX 2 TO SCHEDULE 16**

**SLNT Template**

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**Table 2 - SLNT Activity Breakdown**

SLNT Category	Priority Activity	Planned					Totals	Cross Check	
		Year 1	Year 2	Year 3	Year 4	Year 5		SLNT Value	SLNT Totals
<b>Worklessness</b>									
- Apprentices (FTE)	Y	1	1	1	1	5	1	5	
- Job Starts (FTE)	Y	3	3	3	3	15	1	15	
- Placement Positions (Days)	Y	0	0	0	0	0	200	0	
<b>New Entrants</b>									
- Apprentices (FTE)	Y	0	0	0	0	0	1	0	
- Job Starts (FTE)		0	0	0	0	0	1	0	
- Graduates (FTE)		0	0	0	0	0	1	0	
<b>Trainee's</b>									
- Placement Positions (Days)		0	0	0	0	0	200	0	
- Taster Positions (Days)		0	0	0	0	0	100	0	
<b>Current Workforce</b>									
- Adult Apprentices (FTE)	Y	0	0	0	0	0	1	0	
- Workforce Skills (Days)		400	400	400	400	2,000	100	20	
<b>Educational Activities (Days)</b>		0	0	0	0	0	50	0	
<b>Total SLNT Activity</b>								<b>40</b>	
<b>Priority Activities</b>									<b>20</b>

Our projected revenue under the Lot 1 contract is for a revenue of circa £42M, being equivalent of 21 SLNT points



## APPENDIX 3 TO SCHEDULE 16

### Initial/Agreed SLNT Plan

The initial SLNT Plan is on the disc appended within Schedule 1 – Appendix 2 Annex 1

## Appendix 4 to SCHEDULE 16 Periodic SLNT Monitoring Report Template

**SLNT Monitoring Form**

Organisation \_\_\_\_\_  
 Date \_\_\_\_\_  
 TFL Period \_\_\_\_\_

SLNT Category	TFL Priority	Numbers				Additional Detail/ Information
		Annual Target	Annual Forecast	Outputs this Month	Outputs To Date	
<b>Worklessness</b>						
- Apprentices (FTE)	Y					
- Job Starts (FTE)	Y					
- Placement Positions (Nos)	Y					
<b>New Entrants</b>						
- Apprentices (FTE)	Y					
- Job Starts (FTE)						
- Graduates (FTE)						
<b>Trainee's</b>						
- Placement Positions (Nos)						
- Taster Positions (Nos)						
<b>Current Workforce</b>						
- Adult Apprentices (FTE)	Y					
- Workforce Skills (Days)						
<b>Educational Activities (Days)</b>						

<b>Output Summary</b> Highlights
Issues/ Concerns