SCHEDULE 2.6

RESPONSIBLE PROCUREMENT

VERSION CONTROL

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SCHEDULE 2.6 – RESPONSIBLE PROCUREMENT

1. PURPOSE

1.1 This Schedule sets out the provisions with regards to:

1.1.1 equality and diversity (Part A); and

1.1.2 strategic labour needs and training (Part B).

PART A: EQUALITY AND SUPPLIER DIVERSITY

2. COMPLIANCE

2.1 Without limiting any other provision of this Agreement, the Supplier shall in relation to the performance of this Agreement:

2.1.1 not unlawfully discriminate; and

2.1.2 procure that the Supplier Personnel do not unlawfully discriminate,

within the meaning and scope of the Equality Act and any other relevant enactments in force from time to time relating to discrimination in employment.

3. THE GENERAL EQUALITY DUTY

3.1 The Supplier acknowledges that under section 149 of the Equality Act TTL is under a duty to have due regard for the need to, amongst other things:

3.1.1 eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by or under the Equality Act;

3.1.2 advance equality of opportunity between people who share a relevant protected characteristic and persons who do not share it; and

3.1.3 foster good relations between people who share a relevant protected characteristic and persons who do not.

3.2 As at the Effective Date, the nine (9) protected characteristics as set out in the Equality Act are: (i) age; (ii) disability; (iii) gender reassignment; (iv) marriage and civil partnership; (v) pregnancy and maternity; (vi) race; (vii) religion and belief; (viii) sex; and (ix) sexual orientation.

3.3 In the performance of this Agreement, the Supplier shall, and shall procure that its Sub-contractors shall, assist and co-operate with TTL to the greatest extent possible in satisfying the duty referred to at paragraph 3.1.

3.4 The Workplace Harassment Policy requires TTL's own staff and those of its contractors to comply fully with the Workplace Harassment Policy to eradicate harassment in the workplace. The Supplier shall:

3.4.1 ensure that all Supplier Personnel who are engaged in the performance of this Agreement are fully conversant with the requirements of the Workplace Harassment Policy;

3.4.2 fully investigate allegations of workplace harassment in accordance with the Workplace Harassment Policy; and

3.4.3 ensure that appropriate and effective action is taken where harassment is found to have occurred.

4. EQUALITY POLICY

4.1 The Supplier's Equality Policy is set out at Appendix 1.

4.2 The Supplier shall maintain the Equality Policy during the Term and provide any proposed updates for Approval, so as to ensure that:

4.2.1 the Equality Policy states the Supplier's equality and diversity objectives and the means by which the objectives will be achieved during the Term;

4.2.2 the Equality Policy sets out the methods by which the Supplier shall monitor and report on the implementation of the Equality Policy and its effectiveness.

4.2.3 the Supplier adopts a comprehensive policy that covers race, gender, disability, age, faith and sexual orientation;

4.2.4 the Supplier adopts and regularly reviews its recruitment policies and procedures to ensure that they do not discriminate, create unfair conditions of employment or create unequal rates of pay particularly between men and women;

4.2.5 the Supplier actively engages 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 are made aware of these opportunities;

4.2.6 the Supplier publicises vacancies to encourage applicants from disadvantaged groups (and reviews recruitment processes on a regular basis to ensure that all potential barriers to recruitment particularly with regard to disadvantaged groups have been removed);

4.2.7 there are well-defined procedures to deal with harassment and grievances, staff assigned to deal with issues of this nature and a robust mechanism for implementation (where practicable equality objectives shall be incorporated into management appraisal mechanisms);

4.2.8 the Equality Policy is clear on what it is trying to achieve and what actions will be taken by the Supplier to ensure there is continual progress; and

4.2.9 the Equality Policy identifies how it will continue to be shaped by the key stakeholders such as TTL, the Supplier Personnel and trade unions.

4.3 The Supplier shall procure that each of its Sub-contractors adopts and implements an equality policy in respect of their respective employees engaged in relation to the performance of this Agreement which is at least as extensive in scope as Equality Policy.

5. DIVERSITY TRAINING PLAN

5.1 The Supplier's Diversity Training Plan is set out at Appendix 2.

5.2 The Supplier shall maintain the Diversity Training Plan during the Term and provide any proposed updates for Approval, so as to ensure that it:

5.2.1 explains the strategy for ensuring that the Supplier Personnel are trained in and understand the equality and diversity issues which may arise in the workplace and in the performance of this Agreement;

5.2.2 identifies the Supplier Personnel that will receive the equality and diversity training and the proposed timeframes for providing the training;

5.2.3 identifies those persons or organisations that will provide the equality and diversity training, the proposed content, and the duration of the proposed training programmes;

5.2.4 identifies resources and personnel to deliver the Diversity Training Plan and to assess its outcomes;

5.2.5 reassures TTL that the Diversity Training Plan, together with a programme of implementation, provides relevant senior managers with clear guidance on non discriminatory practices within recruitment, training, and appraisal, and delivers comprehensive training to relevant employees; and

5.2.6 indicates the types and levels of training and evaluation processes, and how effectiveness will be monitored.

5.3 The Supplier shall ensure that Supplier Personnel in managerial roles receive equality impact assessment training and managing diversity competency training and new Supplier Personnel receive equality and diversity training as part of their induction and be made aware of equality goals that have been set.

5.4 The Supplier shall procure that each Sub-contractor adopts and implements a diversity training plan in respect of their respective employees engaged in relation to the performance of this Agreement which is at least as extensive in scope as the Diversity Training Plan.

6. MONITORING AND REPORTING

6.1 Subject to paragraph 6.2, the Supplier shall provide to TTL as at the Effective Date and subsequently every six (6) months thereafter (or at such lesser or greater intervals as determined by TTL acting reasonably and notified to the Supplier) the following information:

6.1.1 the proportion of Supplier employees, agents and consultants and, to the extent reasonably possible, the employees of the Sub-contractors engaged in the performance of this 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; and/or

(d) disabled; and

6.1.2 the proportion of the Sub-contractors that are Small or Medium Enterprises and/or Black and Minority Ethnic Businesses.

6.2 The Supplier shall ensure at all times that it and its Sub-contractors comply with the requirements of the Data Protection Laws in the collection and reporting of the information to TTL pursuant to paragraph 6.1.

7. DIVERSITY INFRACTIONS

7.1 If the Supplier or any of its Sub-contractors commits a Diversity Infraction, TTL shall be entitled (but shall not be obliged) to:

7.1.1 without prejudice to any other right or remedy it might have under this Agreement and where a Diversity Infraction is committed by the Supplier, serve written notice upon the Supplier identifying in reasonable detail the nature of the Diversity Infraction and the Supplier shall cease committing and remedy such Diversity Infraction within thirty (30) calendar days of receipt of such notice (or such longer period as may be specified by TTL in the notice); or

7.1.2 where the Diversity Infraction is committed by a Sub-contractor, serve written notice upon the Supplier identifying in reasonable detail the nature of the Diversity Infraction, and the Supplier shall procure that the relevant Sub-contractor ceases committing and remedies the Diversity Infraction within thirty (30) calendar days of receipt by the Supplier of such notice (or such longer period as may be specified by TTL in the notice).

7.2 If the Supplier fails to procure the remedy of any Diversity Infraction referred to in paragraph 7.1.2, TTL may (in its sole discretion) serve a further written notice upon the Supplier and within thirty (30) calendar days of receipt of such further notice (or such longer period as may be specified by TTL in the notice), the Supplier shall terminate the engagement of its Sub-contractor under the relevant Sub-contract and procure performance of the affected works or services by another Sub-contractor and TTL may, in its sole discretion, require that the Supplier provides evidence to substantiate such Sub-contractor's compliance with the obligations specified in paragraphs 2 to 6.

8. EQUALITY AND DIVERSITY AUDIT

8.1 TTL (or such Third Party as may be nominated by TTL) may undertake an audit of any and/or all information relating to the Supplier's compliance with paragraphs 2 to 6 in accordance with Clause 11 of this Agreement.

8.2 The Supplier shall, and shall procure that each of its Sub-contractors shall, maintain and retain the Minimum Records for a minimum of seven (7) years with respect to all matters relating to the performance of paragraphs 2 to 6. The Supplier shall procure that each Sub-contract shall contain rights of audit in favour of and enforceable by TTL substantially equivalent to those granted by the Supplier pursuant to paragraph 8.1.

8.3 The Supplier shall promptly provide, and shall procure that its Sub-contractors shall promptly provide, all reasonable co-operation to TTL or its nominated Third Party in relation to any audit including, to the extent reasonably possible in each particular circumstance:

8.3.1 granting or procuring the grant of access to any premises used in the Supplier's performance of this Agreement or in the relevant Sub-contractor's performance of its Sub-contract, whether on the Supplier's own premises or otherwise;

8.3.2 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 relevant Sub-contractor's obligations specified in paragraphs 2 to 6, wherever situated and whether the Supplier owns the equipment or otherwise; and

8.3.3 complying with TTL's (or its nominated Third Party's) reasonable requests for access to the Supplier's senior Supplier Personnel (including Key Personnel) engaged in the performance of this Agreement or the relevant Sub-contractor's performance of its Sub-contract.

PART B: STRATEGIC LABOUR NEEDS AND TRAINING

9. OVERVIEW

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

9.1.1 supporting TTL and TfL (and Third Parties nominated by TTL and TfL) in the implementation of the Skills and Employment Strategy; and

9.1.2 ensuring that the Supplier attracts, develops and retains Supplier Personnel with the skills necessary to perform this Agreement throughout the Term.

10. SLNT PLAN

10.1 The Supplier's Initial SLNT Plan is set out at Appendix 3.

10.2 Upon receiving comments from TTL in relation to the Initial SLNT Plan, the Supplier shall in accordance with the timescales identified within Schedule 6.1 (Transition):

10.2.1 develop the SLNT Plan based on the Initial SLNT Plan and taking into account TTL's comments on the Initial SLNT Plan; and

10.2.2 submit the SLNT Plan to TTL for Approval.

10.3 Without limiting any other provision of this Agreement, the Supplier shall:

10.3.1 comply with provisions of the SLNT Plan following its Approval; and

10.3.2 at no additional cost to TTL and subject to paragraph 10.4, review and amend the SLNT Plan as a minimum, every twelve (12) months following the Operational Commencement Date or at such other times as may be requested by TTL, to reflect:

(a) Good Industry Practice;

(b) any changes to the nature of the Services or this Agreement;

(c) any amendments proposed by TTL.

10.4 Any changes or amendments to the SLNT Plan shall be subject to the Document Approval Procedure.

11. SLNT CO-ORDINATOR

11.1 The Supplier shall provide an SLNT Co-ordinator with the necessary skills and authority to:

11.1.1 be responsible for the implementation and on-going development and maintenance of the SLNT Plan; and

11.1.2 act as the single point of contact between TTL Personnel on all matters concerning the SLNT Plan.

12. COMMUNITY RELATIONS

12.1 The Supplier acknowledges and accepts that TTL and TfL work closely with SLNT Third Party organisations to implement the Skills and Employment Strategy.

12.2 Accordingly, the Supplier shall:

12.2.1 at the time of placing an advertisement for a Relevant Employment Vacancy, notify the relevant member of TTL Personnel (and/or any Third Parties nominated by TTL or TfL) of such advertisement, providing details of the:

(a) Relevant Employment Vacancy;

(b) date of the advertisement; and

(c) publication in which the advertisement is scheduled to appear or appeared (as applicable); and

12.2.2 attend a minimum of two (2) events each year, to publicise employment, apprenticeship and training opportunities arising from the performance of this Agreement.

13. MONITORING AND REPORTING

13.1 The Supplier shall provide the RTO Service Delivery Group with a Monthly SLNT Monitoring Report detailing the Supplier's performance against the SLNT Plan.

13.2 The Supplier shall ensure at all times that it complies with Clause 22 in the collection and reporting of information to TTL pursuant to paragraph 13.1.

14. SLNT INFRACTIONS

14.1 If the Supplier fails to:

14.1.1 ensure that each SLNT Output for the monitoring period is delivered in accordance with SLNT Plan; and/or

14.1.2 review the SLNT Plan in accordance with paragraph 10.3,

then the Supplier's Chief Executive shall attend a meeting with TTL to explain the reasons for such failure.

15. SLNT AUDIT

15.1 TTL may from time to time undertake any audit or check of any and all information regarding the Supplier's compliance with the provisions of this Schedule in accordance with Clause 11 of this Agreement.

15.2 The Supplier shall maintain and retain records relating to the SLNT Plan and its compliance with the provisions of this Schedule for a minimum period of seven (7) years following the Expiry Date or the early termination of this Agreement.

APPENDIX 1 – EQUALITY POLICY

The following documents comprise the Supplier's Equality Policy:

1.1 Business Conduct Guidelines

****REDACTED****

1.2 Diversity and Inclusion Policy

****REDACTED****

1.3 Bullying, Harassment and Victimisation Policy

REDACTED

1.4 Recruitment Policy

****REDACTED****

APPENDIX 2 – DIVERSITY TRAINING PLAN

The following documents comprise the Supplier's Diversity Training Plan:

2.1 Diversity Strategy

****REDACTED****

2.2 Diversity Action Plan

****REDACTED****

2.3 Recruitment Skills Training Outline

****REDACTED****

APPENDIX 3 – INITIAL SLNT PLAN

REDACTED

APPENDIX 4 – MONTHLY SLNT MONITORING REPORT

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