

SCHEDULE 24

Responsible Procurement

1. Scope

This Schedule 24 (*Responsible Procurement*) sets out the provisions with regards to the Responsible Procurement themes of Equality and Supplier Diversity, Strategic Labour Needs and Training and Ethical Sourcing.

PART A

Equality and Supplier Diversity

2. Compliance

2.1 Without limiting any other provision of this Agreement, the Service Provider shall, in relation to the Services:

(A) not unlawfully discriminate; and

(B) procure that the Service Provider's Personnel do not unlawfully discriminate, within the meaning and scope of the Equality Act 2010 (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 Service Provider acknowledges that under section 149 of the Equality Act TfL is under a duty to have due regard for the need to, amongst other things:

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

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

(C) 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 Service Provider shall, and shall procure that its Sub-Contractors shall, assist and co-operate with TfL to the greatest extent possible in satisfying this duty.

3.4 TfL's workplace harassment policy (the "**Workplace Harassment Policy**") as updated from time to time and notified to the Service Provider requires TfL's own

staff and those of its contractors to comply fully with the Workplace Harassment Policy to eradicate harassment in the workplace. The Service Provider shall:

- (A) ensure that its staff, and those of its Sub-Contractors who are engaged in the performance of this Agreement (including Key Sub-Contractors) are fully conversant with the requirements of the Workplace Harassment Policy;
- (B) fully investigate allegations of workplace harassment in accordance with the Workplace Harassment Policy; and
- (C) ensure that appropriate, effective action is taken where harassment is found to have occurred.

4. **Approved Equality and Diversity Plan**

4.1 The Service Provider shall ensure that the Document Library at all times includes up-to-date versions of the Approved Strategic Equality and Diversity Plan, the Approved Equality and Diversity Training Plan and the Approved Supplier Diversity Plan.

5. **Strategic Equality and Diversity Plan**

5.1 The Service Provider shall comply with the Approved Strategic Equality and Diversity Plan and shall procure that each of its Sub-Contractors:

- (A) adopts and implements; and
- (B) in respect of other tiers of sub-contractors beneath the Sub-Contractors ("**Indirect Sub-Contractors**"), procures that those Indirect Sub-Contractors adopt and implement,

an equality and diversity 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 the Approved Strategic Equality and Diversity Plan.

6. **Equality and Diversity Training Plan**

6.1 During the Term, the Service Provider shall comply with the Approved Diversity Training Plan in relation to all of its Personnel and shall procure that each of its Sub-Contractors:

- (A) adopts and implements; and
- (B) in respect of its Indirect Sub-Contractors, procures that those Indirect Sub-Contractors adopt and implement,

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 Approved Equality and Diversity Training Plan.

7. **Supplier Diversity**

7.1 During the Term, the Service Provider shall at all times comply with the Approved Supplier Diversity Plan. The Service Provider shall procure that each of its Sub-Contractors:

- (A) adopts and implements; and
- (B) in respect of its Indirect Sub-Contractors, procures that each such Indirect Sub-Contractor adopt and implement,

a supplier diversity plan in relation to the performance of this Agreement which is at least as extensive as the Approved Supplier Diversity Plan.

8. **Monitoring And Reporting**

- 8.1 Subject to paragraph 8.2, the Service Provider shall provide to TfL on the Effective Date and subsequently every six (6) months thereafter (or at such lesser or greater intervals as determined by TfL acting reasonably and notified to the Service Provider) the following information:
- (A) the proportion of Service Provider employees, agents and consultants and, to the extent reasonably possible, the employees of its Sub-Contractors and Indirect Sub-Contractors engaged pursuant to the terms of the relevant sub-contracts in the performance of this Agreement, who are:
 - (1) female;
 - (2) of non-white British origin or who classify themselves as being non-white British;
 - (3) from the local community; and/or
 - (4) disabled; and
 - (B) the proportion of its Sub-Contractors and Indirect Sub-Contractors that are Small or Medium Enterprises and/or Black and Minority Ethnic Businesses (BMEs).
- 8.2 The Service Provider shall ensure at all times that it, its Sub-Contractors and its Indirect Sub-Contractors comply with the requirements of the Data Protection Act 1998 (as may be amended) in the collection and reporting of the information to TfL pursuant to paragraph 8.1.

9. **Diversity Infractions**

- 9.1 If the Service Provider or any of its Sub-Contractors commits a Diversity Infraction, TfL shall be entitled (but shall not be obliged) to:
- (A) without prejudice to any other right or remedy it might have under this Agreement and where a Diversity Infraction is committed by the Service Provider, serve written notice upon the Service Provider identifying in reasonable detail the nature of the Diversity Infraction and the Service Provider 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 TfL in the notice); or
 - (B) where the Diversity Infraction is committed by a Sub-Contractor of the Service Provider, serve written notice upon the Service Provider identifying in reasonable detail the nature of the Diversity Infraction, and the Service Provider shall procure that the relevant Sub-Contractor ceases committing and remedies the Diversity Infraction within thirty (30) calendar days of

receipt by the Service Provider of such notice (or such longer period as may be specified by TfL in the notice).

- 9.2 If the Service Provider fails to procure the remedy of any Diversity Infraction referred to in paragraph 9.1(B), TfL may (in its sole discretion) serve a further written notice upon the Service Provider and within thirty (30) calendar days of receipt of such further notice (or such longer period as may be specified by TfL in the notice), the Service Provider 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 TfL may, in its sole discretion, require that the Service Provider provides evidence to substantiate such Sub-Contractor's compliance with the obligations specified in paragraphs 2 to 7 of this schedule.

10. **Equality and Diversity Audit**

- 10.1 TfL (or such Third Party as may be nominated by TfL) may undertake an audit of any and/or all information relating to the Service Provider's compliance with paragraphs 2 to 7 of this schedule in accordance with Clause 36 (*Audit and Inspection*) of this Agreement.
- 10.2 The Service Provider shall, and shall procure that each of its Sub-Contractors shall and, where applicable subject to the provisions of paragraphs 2 to 6, its Indirect Sub-Contractors shall, maintain and retain the Minimum Records for a minimum of six (6) years with respect to all matters relating to the performance of paragraphs 2 to 7. The Service Provider shall procure that each Sub-Contract between it and its Sub-Contractors and, where applicable, subject to the provisions of paragraphs 2 to 6, each sub-contract between its Sub-Contractor and any Indirect Sub-Contractor of the Service Provider and each sub-contract between the Service Provider's Indirect Sub-Contractors shall contain rights of audit in favour of and enforceable by TfL substantially equivalent to those granted by the Service Provider pursuant to paragraph 10.1.
- 10.3 The Service Provider shall promptly provide, and shall procure that its Sub-Contractors shall and, where applicable subject to the provisions of paragraphs 2 to 6, its indirect sub-contractors shall, promptly provide all reasonable co-operation to TfL or its nominated Third Party in relation to any audit including, to the extent reasonably possible in each particular circumstance:
- (A) granting or procuring the grant of access to any premises used in the Service Provider's performance of this Agreement or in the relevant Sub-Contractor's or Indirect Sub-Contractor's performance of its sub-contract, whether on the Service Provider'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 Service Provider's or relevant Sub-Contractor's or Indirect Sub-Contractors obligations specified in paragraphs 2 to 7, wherever situated and whether the Service Provider owns the equipment or otherwise; and
 - (C) complying with TfL's (or its nominated Third Party's) reasonable requests for access to the Service Provider's senior Personnel (including Key Personnel)

engaged in the performance of this Agreement or the relevant Sub-Contractor's or Indirect Sub-Contractor's performance of its sub-contract.

PART B

Strategic Labour Needs and Training

12 Introduction

12.1 Without prejudice to the other provisions in this Agreement relating to Service Provider's Personnel this Schedule sets out the Service Provider'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 Service Provider attracts, develops and retains Personnel with the skills necessary to deliver the Services throughout the Term.

13 SLNT Plan

13.1 Upon receiving comments from TfL in relation to the Initial SLNT Plan, the Service Provider shall within twenty (20) Working Days:

- (C) develop an updated strategic labour needs and training plan based on the Initial SLNT Plan and taking into account TfL's comments and requirements; and
- (D) submit a revised copy of the Initial SLNT Plan to TfL for Approval.

13.2 If the Initial SLNT Plan developed in accordance with paragraph 13.1 is:

- (A) Approved, the Service Provider shall adopt such plan immediately as the Agreed SLNT Plan and shall append the Agreed SLNT Plan to this Schedule in place of the Initial SLNT Plan in accordance with the Change Control Request Procedure (and such plan shall only be required to be appended once);
- (B) not Approved, the Service Provider shall amend the Initial SLNT Plan and re-submit it to TfL for Approval within twenty (20) Working Days of being informed by TfL that such plan is not Approved.

13.3 If TfL does not Approve the Initial SLNT Plan following its resubmission, the matters preventing such Approval shall be resolved in accordance with the Dispute Resolution Procedure set out in Schedule 21 (*Dispute Resolution*) of this Agreement.

13.4 Without limiting any other provision of this Agreement, the Service Provider shall:

- (A) comply with provisions of the Agreed SLNT Plan; and
- (B) at no additional cost to TfL and subject to the provisions of paragraph 13.5 below, review and amend the Agreed SLNT Plan and Implementation Plan:
 - (1) as a minimum, every twelve (12) months following the Operational Commencement Date or at such other times as may be requested by TfL, to reflect:

- (a) Good Industry Practice;
- (b) any changes to the nature of the Services;
- (c) any amendments proposed by TfL.

13.5 Any changes or amendments to the Agreed SLNT Plan shall be subject to the Change Control Request Procedure and shall not be implemented until approved in writing by TfL.

14 SLNT Co-ordinator

14.1 Within twenty (20) Working Days of the Effective Date, the Service Provider shall nominate a member of it's 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 TfL Personnel on all matters concerning the Agreed SLNT Plan,

the ("**SLNT Co-ordinator**").

14.2 The Parties shall add the SLNT Co-ordinator to the list of Key Personnel set out Schedule 11 (*Key Personnel*).

15 Community Relations

15.1 The Service Provider acknowledges and accepts that members of the TfL Group work closely with SLNT Third Party organisations to implement the Skills and Employment Strategy.

15.2 Accordingly, the Service Provider shall:

- (A) at the time of placing an advertisement for a Relevant Employment Vacancy, notify the relevant member of TfL 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 minimum of two (2) events each year, to publicise employment, apprenticeship and training opportunities arising from the provision of the Services.

16 Monitoring and Reporting

16.1 The Service Provider shall provide the Commercial Review Group with a Monthly SLNT Monitoring Report (in accordance with paragraph 8 of Schedule 10 (*Contract*

Management and Reporting)) detailing the Service Provider's performance against the Agreed SLNT Plan.

16.2 The Service Provider shall ensure at all times that it complies with Clause 49 (*Information Governance*) of this Agreement in the collection and reporting of information to TfL pursuant to paragraph 16.1 above.

17 SLNT Infractions

17.1 If the Service Provider fails 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 13.4 of this Schedule (*Responsible Procurement*),

then the Service Provider's Chief Executive shall attend a meeting with TfL to explain the reasons for such failure.

18 SLNT Audit

18.1 TfL may from time to time undertake any audit or check of any and all information regarding the Service Provider's compliance the provisions of this Schedule in accordance with Clause 36 (*Audit and Inspection*).

18.2 The Service Provider shall maintain and retain records relating to the Agreed SLNT Plan and its compliance with the provisions of this Schedule for a minimum of six (6) years.

PART C

Ethical Sourcing

19 Introduction to Ethical Sourcing

- 19.1 TfL 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 Service Provider shall comply with and shall procure that its sub-contractors (as applicable) comply with those principles of the Ethical Trading Initiative (ETI) Base Code as are detailed here <http://www.ethicaltrade.org/resources/key-eti-resources/eti-base-code>, or an equivalent code of conduct (the “Ethical Sourcing Principles”) in relation to the provision of the Services.
- 19.2 The Service Provider shall conduct risk analysis of (i) human rights issues, and (ii) labour conditions, of the supply chains used in the fulfilment of this Agreement, and shall agree with TfL a process for managing high-risk supply chains. This may include where appropriate the carrying out of social audits and the agreement of corrective action plans.
- 19.3 During the course of this Agreement, if TfL has reasonable cause to believe that the Service Provider is not complying with any of the Ethical Sourcing Principles, TfL shall notify the Service Provider and the Parties shall agree an action plan with appropriate timeframes for compliance by the Service Provider (the “**Action Plan**”), such Action Plan to be agreed by the Parties by no later than 20 (twenty) Working Days from the date of TfL notifying the Service Provider 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 Service Provider.
- 19.4 During the course of this Agreement, TfL has the right to request the Service Provider to carry out one or more audits in accordance with Clause 36 (*Audit and Inspection*) to verify whether the Service Provider is complying with the Ethical Sourcing Principles (or any associated Action Plan).

ANNEX 1 TO SCHEDULE 24
Equality and Inclusion Policy

TfL's Equality and Inclusion Policy is attached to Schedule 34 (TfL Policies).

ANNEX 3 TO SCHEDULE 24

Initial SLNT Plan

The Initial SLNT Plan is included in the Exchanged CD

ANNEX 4 TO SCHEDULE 24

Monthly SLNT Monitoring Report Template

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	
Worklessness						
- Apprentices (FTE)	Y					
- Job Starts (FTE)	Y					
- Placement Positions (Nos)	Y					
New Entrants						
- Apprentices (FTE)	Y					
- Job Starts (FTE)						
- Graduates (FTE)						
Trainee's						
- Placement Positions (Nos)						
- Taster Positions (Nos)						
Current Workforce						
- Adult Apprentices (FTE)	Y					
- Workforce Skills (Days)						
Educational Activities (Days)						

Additional Information
Highlights
Issues / Concerns / Risks

