

# SILVERTOWN TUNNEL

## Volume 3: Project Agreement – Schedules 2 to 31

### Schedule 7 – Responsible Procurement

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## **SCHEDULE 7**

### **RESPONSIBLE PROCUREMENT**

#### **Part 1 - Introduction**

##### **1. General**

- 1.1 TfL is required to implement Responsible Procurement through this Agreement and its requirements for this are set out in this Schedule 7 (*Responsible Procurement*).
- 1.2 Project Co shall ensure that, to the extent required by this Schedule 7 (*Responsible Procurement*), each Sub-Contractor is required to comply with the provisions of this Schedule 7 (*Responsible Procurement*) and that the provisions of this Schedule 7 (*Responsible Procurement*) are included in each Sub-Contract.
- 1.3 The Parties agree that, where there is an inconsistency between ProjectCo's obligations under this Schedule 7 (*Responsible Procurement*) and any Transferred Third Party Functions, the obligations in this Schedule 7 (*Responsible Procurement*) shall take precedence.

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## SCHEDULE 7

### RESPONSIBLE PROCUREMENT

#### Part 2 - Management Requirements

##### 1. Responsible Procurement Representative

1.1 Project Co shall appoint a responsible procurement representative (the "**Responsible Procurement Representative**") who shall:

1.1.1 be the primary contact for all Responsible Procurement related matters under this Agreement;

1.1.2 be responsible for the production, implementation, management and updating of the Responsible Procurement Plan and any further deliverables required by the Responsible Procurement Plan;

1.1.3 have responsibility for ensuring that Project Co's Responsible Procurement obligations are met in accordance with this Agreement; and

1.1.4 cooperate with TfL in providing evidence and records in support of Responsible Procurement, including without limitation evidence and records from Sub-Contractors employed in relation to the Project.

##### 2. Responsible Procurement Plan

2.1 Within twelve (12) weeks of the Effective Date, Project Co shall produce a Responsible Procurement Plan and submit it to TfL under the Review Procedure.

2.2 The Responsible Procurement Plan shall as a minimum:

2.2.1 describe the management processes and procedures for achieving compliance with all the Responsible Procurement requirements detailed within this Schedule 7 (*Responsible Procurement*) and include the SLNT Plan;

2.2.2 demonstrate how the processes and procedures for achieving compliance with the Responsible Procurement requirements will be imposed on Sub-Contractors to ensure compliance throughout the supply chain; and

2.2.3 include a programme of activities to support the Responsible Procurement Plan with proposed dates for commencement and completion, including but not limited to:

a. proposed training programme and dates;

b. progress report submittal dates;

c. progress meeting scheduled dates; and

d. dates for site inspections and internal audits required to evidence progress achieved.

2.3 Project Co shall manage the performance of the Works and the Services in compliance with the Responsible Procurement Plan.

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Part 2 – Management Requirements

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- 2.4 Project Co shall review and update the Responsible Procurement Plan as necessary and in a timely way as the Project progresses to ensure it reflects the current status of the Project and shall submit all revised versions of the Responsible Procurement Plan to TfL under the Review Procedure.
- 2.5 Project Co shall ensure that the Responsible Procurement Plan and any updates to the Responsible Procurement Plan made in accordance with paragraph 2.4 have been endorsed as "received" or "received with comments" by TfL in accordance with the Review Procedure.
- 2.6 Project Co shall inform all employees and Sub-Contractors with direct or indirect responsibilities under the Responsible Procurement Plan, of the contents of the plan and changes to the plan that apply to their duties or services.

**3. Responsible Procurement Audit**

- 3.1 TfL or its nominee may from time to time on the giving of notice to Project Co undertake any audit or check of any and all information regarding Project Co's compliance with this Schedule 7 (*Responsible Procurement*) (a "**Responsible Procurement Audit**").
- 3.2 In relation to a Responsible Procurement Audit, Project Co shall:
  - 3.2.1 provide any and all documents and records of Project Co, each Key Sub-Contractor and each Key Tier 2 Sub-Contractor; and
  - 3.2.2 use reasonable endeavours to provide any and all documents and records of its any other Sub-Contractors reasonably requested by TfL, including all information relating to the adoption and implementation of a responsible procurement plan, a strategic equality and diversity plan, an equality and diversity training plan and an SLNT plan by each Key Sub-Contractor and each Key Tier 2 Sub-Contractor and, where applicable, each other Sub-Contractor.
- 3.3 Project Co shall maintain and retain records for a minimum of twelve (12) years from the Expiry Date or the Termination Date (whichever is the later) in respect of all matters relating to the performance of and compliance with this Schedule 7 (*Responsible Procurement*).
- 3.4 Project Co shall procure that each of its Key Sub-Contractors and Key Tier 2 Sub-Contractors (and shall use reasonable endeavours to procure that each of its other Sub-Contractors) maintains and retains records for a minimum of twelve (12) years from the date of termination or expiry of each Sub-Contract (whichever is the later) with respect to all matters in respect of the performance of and compliance with this Schedule 7 (*Responsible Procurement*).
- 3.5 Project Co shall procure that each Sub-Contract entered into with a Key Sub-Contractor and/or Key Tier 2 Sub-Contractor (and shall use reasonable endeavours to procure that each other Sub-Contract) contains rights of audit in favour of and enforceable by TfL which are substantially similar to those granted by Project Co in accordance with this paragraph 3 (*Responsible Procurement Audit*).
- 3.6 TfL shall use reasonable endeavours to coordinate its Responsible Procurement Audits and to manage the number, scope, timing and method of undertaking Responsible Procurement Audits so as to ensure that Project Co and each Sub-Contractor is not,

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without due cause, disrupted or delayed in the performance of its obligations under this Agreement and/or each Sub-Contract.

3.7 Project Co shall promptly provide, shall procure that its Key Sub-Contractors and Key Tier 2 Sub-Contractors promptly provide and use reasonable endeavours to procure that all other Sub-Contractors promptly provide all reasonable cooperation in relation to any Responsible Procurement Audit including, to the extent reasonably possible in each particular circumstance:

3.7.1 granting or procuring the grant of access to any premises used in performance of the obligations under this Agreement and each Sub-Contract, whether Project Co's own premises or otherwise;

3.7.2 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 Project Co's or the relevant Sub-Contractor's obligations, wherever situated and whether Project Co's own equipment or otherwise;

3.7.3 complying with TfL's reasonable requests for access to senior personnel engaged in performance of the obligations under this Agreement; and

3.7.4 providing details of each relevant Sub-Contractor's performance of its obligations under the relevant Sub-Contract.

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## SCHEDULE 7

### RESPONSIBLE PROCUREMENT

#### Part 3 - Responsible Procurement Requirements

#### 1. Equality and Supplier Diversity

##### 1.1 Project Co acknowledges that:

1.1.1 TfL has a commitment to the principles of equality and diversity and a specific duty to promote equality and diversity that arises both from Equalities Act 2010 and the GLA Act;

1.1.2 through the GLA Act, TfL has a duty to promote equality for all Londoners; and

1.1.3 TfL is committed to providing accessible transport and good relations between different groups and eliminating unlawful Discrimination.

1.2 The principle in paragraph 1.1 shall be incorporated by Project Co into Project Co's internal processes to deliver the Project.

1.3 To the extent that Project Co intends to use Sub-Contractors in jurisdictions other than the United Kingdom, Project Co must interpret this Schedule 7 (*Responsible Procurement*) using equivalent definitions applicable in those jurisdiction(s) or, where there are no equivalent definitions, provide an explanation and propose an alternative approach that reasonably approximates with the approach described in this Schedule 7 (*Responsible Procurement*).

1.4 To the extent that Project Co intends to use Sub-Contractors in jurisdictions other than the United Kingdom, Project Co must comply with the equality and diversity requirements to the greatest extent permitted by the laws of their applicable jurisdiction and, where the legislation of that jurisdiction does not permit a reasonable approximation of the approach described in this Schedule 7 (*Responsible Procurement*), provide an explanation and propose an alternative approach that reasonably approximates with the approach described in this Schedule 7 (*Responsible Procurement*).

1.5 Project Co acknowledges that the equality monitoring categories used by TfL for monitoring purposes are:

1.5.1 White British;

1.5.2 White Irish;

1.5.3 White Gypsy or Irish Traveller;

1.5.4 any other white background;

1.5.5 mixed white and black Caribbean;

1.5.6 white and black African;

1.5.7 white and Asian;

1.5.8 faith or no faith;

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- 1.5.9 Disability;
  - 1.5.10 Women;
  - 1.5.11 any other mixed background Asian or Asian/British/Indian/Pakistani;
  - 1.5.12 Bangladeshi;
  - 1.5.13 any other Asian background;
  - 1.5.14 black or black British Caribbean;
  - 1.5.15 African;
  - 1.5.16 any other black background;
  - 1.5.17 Chinese or other ethnic group Chinese; and
  - 1.5.18 any other ethnic group.
- 1.6 Strategic Equality and Diversity Plan
- 1.6.1 Project Co shall within twelve (12) weeks of the Effective Date prepare (in consultation with the Local Boroughs) and submit to TfL under the Review Procedure a strategic equality and diversity plan in accordance with the requirements of paragraph 1.6.2 (the strategic equality and diversity plan (including any amendments thereto) endorsed as "received" or "received with comments" by TfL in accordance with the Review Procedure being the **"Strategic Equality and Diversity Plan"**).
  - 1.6.2 The Strategic Equality and Diversity Plan shall be an update of the Draft Strategic Equality and Diversity Plan (reflecting any comments provided by TfL in relation to the Draft Strategic Equality and Diversity Plan and any additional requirements of TfL notified to Project Co) and shall demonstrate as a minimum:
    - a. adoption of a comprehensive equality policy covering race, gender, disability, age, faith and sexual orientation, which is in line with current legislation (including but not limited to the Equality Act 2010 and codes of practice issued by the Equality and Human Rights Commission) which highlights Project Co's key equality and diversity objectives and the means by which such objectives will be achieved over the duration of this Agreement and sets out the methods by which it proposes to monitor and report on the implementation of such policy and its effectiveness;
    - b. implementation of recruitment policies and procedures that exclude practices that are Discriminatory, create unfair conditions of employment or create unequal rates of pay, particularly between men and women (which shall be confirmed by conducting reviews of the implementation of such recruitment policies on a regular basis);
    - c. active engagement and securing of long term relationships with employment agencies in the Local Community and unemployment programmes, so that, as vacancies arise in respect of the contracted workforce for the Project,



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people in the Local Community are targeted and made aware of these opportunities;

- d. publicity for employment vacancies arising in relation to the Project that encourages applicants from under-represented or protected groups where there is evidence that such groups are under-represented;
- e. recruitment processes are regularly reviewed to ensure that all potential barriers to recruitment, particularly with regards to under-represented or protected groups, have been removed;
- f. well defined procedures to deal with harassment and grievances, staff assigned to deal with issues of this nature and a robust mechanism for implementation;
- g. inclusion of equality and diversity objectives into staff appraisal mechanisms;
- h. identification of the aims to be achieved in respect of equality and diversity and to create a workforce, and employ sub-contractors with employees that reflect London's diverse population, the timescales within which such aims should be achieved and the actions Project Co will take to ensure that progress against such aims is achieved within these timescales;
- i. how the plan will continue to be shaped through ongoing dialogue with TfL, employees and trade unions;
- j. steps that Project Co will take to ensure that its Sub-Contractors implement equality and diversity policies which are at least as extensive in scope as the Strategic Equality and Diversity Plan, provided that in the case of Sub-Contractors which are not Key Sub-Contractors or Key Tier 2 Sub-Contractors, Project Co shall only be required to demonstrate that it has used reasonable endeavours to do so;
- k. Project Co's proposals for using Reasonable Endeavours to promote access to employment and training opportunities connected with the construction of the Development for Local Boroughs, and specific disadvantaged groups, including recruitment interviewing targets in respect of the same; and
- l. that Project Co shall provide annual monitoring returns to the Local Boroughs in respect of compliance with the Strategic Equality and Diversity Plan in accordance with paragraph 1.6.3c.

1.6.3 Project Co shall:

- a. carry out the Project in accordance with the Strategic Equality and Diversity Plan;
- b. within five (5) Working Days of the end of each TfL Reporting Period, provide a report to TfL demonstrating its progress against the Strategic Equality and Diversity Plan in the previous TfL Reporting Period; and
- c. provide annual monitoring returns to the Local Boroughs in respect of compliance with the Strategic Equality and Diversity Plan and such monitoring must include information on the following elements in respect of the workforce employed by Project Co:

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- i. age;
  - ii. ethnicity;
  - iii. gender;
  - iv. the London Borough of residence;
  - v. disability; and
  - vi. previous employment status.
- 1.6.4 The Strategic Equality and Diversity Plan may, from time to time, be amended by Project Co, provided that any such amendments to the Strategic Equality and Diversity Plan are submitted to TfL under the Review Procedure.
- 1.6.5 Project Co shall ensure that the Strategic Equality and Diversity Plan and any updates to the Strategic Equality and Diversity Plan made in accordance with paragraph 1.6.4 have been endorsed as "received" or "received with comments" by TfL in accordance with the Review Procedure.
- 1.6.6 Project Co shall:
  - a. ensure that each of its:
    - i. Sub-Contractors is procured in accordance with the Strategic Equality and Diversity Plan; and
    - ii. Key Sub-Contractors and Key Tier 2 Sub-Contractors adopts and implements the principles of the Strategic Equality and Diversity Plan; and
  - b. use reasonable endeavours to procure that all other Sub-Contractors adopt and implement the principles of the Strategic Equality and Diversity Plan.
- 1.6.7 Where any Sub-Contractor has, pursuant to paragraph 1.6.6 or otherwise, adopted a strategic equality and diversity plan, Project Co shall:
  - a. procure that any such Key Sub-Contractor and/or Key Tier 2 Sub-Contractor provides; and
  - b. use reasonable endeavours to procure that all other such Sub-Contractors, a copy of that strategic equality and diversity plan (and any amendments thereto) to the TfL Representative or its nominee as soon as reasonably practicable.
- 1.7 CompeteFor
  - 1.7.1 Project Co shall use the CompeteFor web-sourcing portal or any successor system to advertise sub-contractor and supplier opportunities which arise in relation to this Agreement (being new contracts specifically in relation to this Agreement where no existing contractual arrangements are in place).

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- 1.7.2 Project Co shall use reasonable endeavours to ensure that Sub-Contractors use the CompeteFor web-sourcing portal or any successor system to advertise further opportunities within the supply chain.
- 1.7.3 Project Co shall monitor the number, type and value of contract opportunities advertised and placed in its own supply chain.
- 1.8 Equality and diversity training plan
- 1.8.1 Project Co shall within twelve (12) weeks of the Effective Date prepare and submit to TfL under the Review Procedure, an equality and diversity training plan which shall cover the period beginning on the Effective Date and ending on the Expiry Date in accordance with the requirements of paragraph 1.8.2 (the equality and diversity training plan (including any amendments thereto) endorsed as "received" or "received with comments" by TfL in accordance with the Review Procedure being the "**Equality and Diversity Training Plan**").
- 1.8.2 The Equality and Diversity Training Plan shall be an update of the Draft Equality and Diversity Training Plan (reflecting any comments provided by TfL in relation to the Draft Equality and Diversity Training Plan and any additional requirements of TfL notified to Project Co) and shall as a minimum:
- a. explain the strategies for ensuring that Project Co's employees and the employees of Sub-Contractors are trained in, and understand, the equality and diversity issues which may arise in the workplace and, in particular, when delivering the Works and/or the Services;
  - b. identify employees who will receive Equality and Diversity Training and the proposed timeframes for providing such training;
  - c. identify those persons or organisations that will provide Equality and Diversity Training, the proposed content and the duration of the proposed training programmes;
  - d. demonstrate that employees in managerial roles throughout Project Co supply chain receive accredited equality impact assessment training and managing diversity training;
  - e. demonstrate that new employees of Project Co and Sub-Contractors receive Equality and Diversity Training as part of their induction and are made aware of equality goals that have been set by Project Co;
  - f. demonstrate that clear guidance and training on anti-Discriminatory practices within recruitment, training and appraisal is provided to all senior managers; and
  - g. indicate the types and levels of training to be undertaken, evaluation processes to be employed and procedures for monitoring effectiveness in order to demonstrate that Project Co is delivering comprehensive training to Project Co employees at all levels.
- 1.8.3 The Equality and Diversity Training Plan may, from time to time, be amended by Project Co, provided that any such amendments to the Equality and Diversity Training Plan shall be submitted to TfL under the Review Procedure.

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Part 3 – Responsible Procurement Requirements

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- 1.8.4 Project Co shall ensure that the Equality and Diversity Training Plan and any updates to the Equality and Diversity Training Plan made in accordance with paragraph 1.8.3 have been endorsed as "received" or "received with comments" by TfL in accordance with the Review Procedure.
- 1.8.5 Project Co shall ensure that each of its Sub-Contractors adopts and implements the principles of the Equality and Diversity Training Plan.
- 1.8.6 Where a Sub-Contractor has, pursuant to paragraph 1.8.5 or otherwise, adopted an equality and diversity training plan, Project Co shall procure that such Sub-Contractor provides a copy of that equality and diversity training plan (and any amendments thereto) to the TfL Representative or its nominee as soon as reasonably practicable.
- 1.8.7 Project Co shall familiarise itself with the information available on the diversity works for London website (<http://www.diversityworksforlondon.com>) and complete (and procure that its Sub-Contractors complete) the appropriate self-assessment diversity works for London 'Gold Standard Tool' (for SMEs or large organisations) to further their understanding of equality and diversity.
- 1.8.8 Project Co shall ensure that:
- a. all employees engaged in the performance of the Works and/or the Services receive Equality and Diversity Training annually; and
  - b. all new employees engaged in the performance of the Works and/or the Services receive Equality and Diversity Training within three (3) months of beginning such employment.
- 1.9 Supplier Diversity Plan
- 1.9.1 Project Co shall within twelve (12) weeks of the Effective Date prepare (in consultation with the Local Boroughs) and submit to TfL under the Review Procedure a supplier diversity plan which shall cover the period beginning on the Effective Date and ending on the Expiry Date in accordance with the requirements of paragraph 1.9.2 (the supplier diversity plan (including any amendments thereto) endorsed as "received" or "received with comments" by TfL in accordance with the Review Procedure being the "**Supplier Diversity Plan**").
- 1.9.2 The Supplier Diversity Plan shall be an update of the Draft Supplier Diversity Plan (reflecting any comments provided by TfL in relation to the Draft Supplier Diversity Plan and any additional requirements of TfL notified to Project Co) and shall demonstrate as a minimum:
- a. that Project Co is aware of the diverse range of suppliers that are available to undertake the Works and/or the Services and has put in place strategies which ensure that barriers preventing supplier opportunities are removed;
  - b. how its Sub-Contractors provide supplier diversity data, how baseline evaluation is undertaken and how individual members of the complete workforce are monitored every six (6) months;
  - c. a commitment to processes which ensure that a diverse range of suppliers is engaged is optimised throughout the Agreement Period;

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- d. Project Co has in place procedures for monitoring programmes and that cater for women, BAME groups, disabled and other diverse groups;
  - e. that Diverse Suppliers are aware of potential opportunities to supply services, receive assistance in understanding the bidding process and are offered support when deemed appropriate;
  - f. Project Co actively seeks out suppliers which are Diverse Suppliers; and
  - g. Project Co shall comply with its obligations set out in paragraph 1.7 and paragraph 1.9.5.
- 1.9.3 Project Co shall:
- a. carry out the Development and ensure that each of its Sub-Contractors is procured in accordance with the Supplier Diversity Plan; and
  - b. ensure that each of its Key Sub-Contractors and Key Tier 2 Sub-Contractors adopts and implements the principles of the Supplier Diversity Plan; and
  - c. use reasonable endeavours to procure that all other Sub-Contractors adopt and implement the principles of the Supplier Diversity Plan.
- 1.9.4 Where a Sub-Contractor has adopted a supplier diversity plan, Project Co shall:
- a. procure that each such Key Sub-Contractor and/or Tier 2 Key Sub-Contractor provides; and
  - b. use reasonable endeavours to procure that each such other Sub-Contractor provides,
- a copy of that supplier diversity plan (and any amendments thereto) to the TfL Representative or its nominee as soon as reasonably practicable.
- 1.9.5 Project Co shall:
- a. employ a Supply Chain Engagement Manager to be responsible for engagement with Newham Businesses, Greenwich Businesses and Tower Hamlets Businesses to maximise their opportunities arising from the Development;
  - b. organise engagement activities such as events for meeting TfL or Project Co, procurement workshops and specific engagement with trade associations or industries;
  - c. use the East London Business Alliance to promote opportunities for Newham Businesses, Greenwich Businesses and Tower Hamlets Businesses;
  - d. provide annual monitoring returns to the London Boroughs in respect of compliance with the Supplier Diversity Plan; and
  - e. use Reasonable Endeavours to promote opportunities for Newham Businesses, Greenwich Businesses and Tower Hamlets Businesses.

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## 1.10 Monitoring and reporting

1.10.1 Project Co shall within twelve (12) weeks of the Effective Date prepare and submit to TfL under the Review Procedure an outline annual report covering, in outline, the requirements of paragraph 1.10.2 (the outline annual report (including any amendments thereto) endorsed as "received" or "received with comments" by TfL in accordance with the Review Procedure being the "**Outline Annual Report**") and shall within twelve (12) months of the Effective Date and every twelve (12) months thereafter (or such other frequency as the TfL Representative may reasonably request) complete a detailed annual report in accordance with the requirements of paragraph 1.10.2.

1.10.2 The Annual Report shall be in the format of the Outline Annual Report and shall set out:

- a. the performance of Project Co over the past twelve (12) months against the Strategic Equality and Diversity Plan, the Equality and Diversity Training Plan, the Supplier Diversity Plan and the Equality and Diversity Action Plan submitted as part of the previous Annual Report;
- b. the proportion of Project Co's employees engaged in the performance of the Works and/or the Services and, to the extent reasonably possible, the proportion of employees of its Sub-Contractors engaged in the performance of the Works and/or the Services, who are:
  - i. women;
  - ii. of Black, Asian and Minority Ethnic background;
  - iii. from the Local Community; and/or
  - iv. disabled;
- c. a statement broken down by activity and material type of how Project Co has used and how much Project Co has spent with:
  - i. Small and Medium Enterprises;
  - ii. Suppliers From Under-Represented Groups;
  - iii. Suppliers From Protected Groups e.g. BAME Businesses; and
  - iv. Suppliers Demonstrating a Diverse Workforce Composition;
- d. an annual equality and diversity action plan containing actions which:
  - i. relate to the equality and diversity requirements in this Schedule 7 (*Responsible Procurement*);
  - ii. have realistic target dates for achievement which are challenging but achievable.

1.10.3 Project Co shall attend meetings every month (or such other frequency agreed with TfL) with TfL to discuss Project Co's progress against the current Equality and Diversity Action Plan and Project Co shall provide a monthly report prior to

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each such meeting and may request additional meetings (if necessary) with TfL to discuss progress or seek sign-off for completed actions.

1.10.4 TfL shall convene an equality and diversity managers' meeting on a quarterly basis (or such other frequency notified by TfL to Project Co), which shall be chaired by TfL and attended by Project Co's equality and diversity manager to discuss issues relating to equality and diversity, including (but not limited to) the following, where appropriate:

- a. equality and diversity legislation, Mayor of London strategies and TfL equality and diversity policies
- b. performance and benchmarking;
- c. innovations and efficiencies; and
- d. training.

### 1.11 Equality and Diversity Infractions

1.11.1 If Project Co or any of its Sub-Contractors commits an Equality and Diversity Infraction, TfL may (but is not obliged) to:

- a. serve a written notice upon Project Co identifying in reasonable detail the nature of the Equality and Diversity Infraction and requiring Project Co to cease committing and remedy, at its own cost, such Equality and Diversity Infraction, within thirty (30) days of receipt of such notice (or such longer period as may be specified in the notice); or
- b. where the Equality and Diversity Infraction is committed by a Sub-Contractor, serve a written notice upon Project Co identifying in reasonable detail the nature of the Equality and Diversity Infraction and requiring Project Co to procure that the Sub-Contractor ceases committing and remedies, at its own cost, the Equality and Diversity Infraction within thirty (30) days of receipt by Project Co of such notice (or such longer period as may be specified in the notice).

### 1.12 Key Deliverables Table

1.12.1 Project Co shall complete and submit to TfL under the Review Procedure the key deliverables table set out in Annex 1 (*Key Deliverables Table*) within twelve (12) weeks of the Effective Date.

1.12.2 Project Co shall ensure that the key deliverables table referred to in paragraph 1.12.1 has been endorsed as "received" or "received with comments" by TfL.

## 2. Fair Employment Practices

2.1 Project Co shall adhere to, shall procure that its Key Sub-Contractors and Key Tier 2 Sub-Contractors adhere to and shall use reasonable endeavours to procure that all other Sub-Contractors shall adhere to, the principles of the GLA Responsible Procurement Policy.

2.2 Project Co shall ensure that its employment practice embodies the following principles:

- 2.2.1 where appropriate and without prejudice to paragraph 2.1, Project Co's staff receive a fair wage reflecting the environment in which they work and that they

- enjoy contractual terms which represent reasonable minimum standards and which provide for family friendly, flexible and diverse working environments;
- 2.2.2 support for the ongoing work of the GLA's Living Wage Unit in monitoring the development and implementation of a London Living Wage policy; and
- 2.2.3 promotion of the benefits of adopting fair employment practices through the supply chain to TfL partner organisations, suppliers and the market.
- 2.3 Without prejudice to any other provision of this Agreement, Project Co shall, shall procure that its Sub-Contractors shall pay their employees an hourly wage (or equivalent of an hourly wage) of not less than the London Living Wage where those employees are spending all of their working time on the Works and/or the Services within the London Boroughs.
- 2.4 Project Co shall audit the records of its Sub-Contractors to ensure compliance with payment of the London Living Wage and notify TfL of any non-compliance.
- 2.5 Project Co shall, shall procure that its Key Sub-Contractors and Key Tier 2 Sub-Contractors shall and shall use reasonable endeavours to procure that all other Sub-Contractors shall, allow TfL access to their records for the purposes of auditing compliance with the requirement to pay employees the London Living Wage.
- 2.6 In the event that Project Co or TfL discovers any non-compliance with the requirements of this paragraph 2 (*Fair Employment Practices*), Project Co shall co-operate fully with TfL to resolve the relevant non-compliance.
- 2.7 Project Co shall disseminate on behalf of TfL to its employees and Sub-Contractors such perception questionnaires as TfL may reasonably require from time to time and shall promptly (and, in the case of any Sub-Contractor, use reasonable endeavours to ensure that such Sub-Contractor will) collate and return to TfL responses to such questionnaires.
- 2.8 The Parties acknowledge and agree that Apprentices will be excluded from payment of the London Living Wage and will be paid as a minimum the normal rate for an Apprentice as defined in the appropriate national agreement or other similar document.
- 2.9 Each month during the Agreement Period, Project Co shall provide TfL with a report setting out any instances of non-compliance with the provisions of this paragraph 2 (*Fair Employment Practices*) in the previous month (including any instances of non-compliance with paragraph 2.3).
- 3. Workforce welfare**
- 3.1 Project Co shall make provision for the welfare of its workforce and the workforce of any Sub-Contractors as required under the CDM Regulations 2015 and the Workplace (Health, Safety and Welfare) Regulations 1992.
- 3.2 Project Co shall actively promote and seek to work with suppliers who do not prevent or discourage employees from joining trade unions or Discriminate against employees who hold trade union membership.



**4. Strategic Labour Needs and Training**

4.1 General

- 4.1.1 Project Co shall comply with the TfL Skills and Employment Strategy.
- 4.1.2 Project Co acknowledges that:
  - a. TfL has access to London's highly-qualified skills base but, along with its suppliers, also has to compete with other successful companies that value skilled workers highly and reward them accordingly;
  - b. TfL must therefore ensure that its supply chain has the requisite capability and competency to deliver its work programmes; and
  - c. there is a risk to the efficient and effective completion of projects if TfL does not ensure that its suppliers can attract, develop and retain the staff that will provide the skills necessary to deliver this work.
- 4.1.3 TfL will nominate a jobs and skills brokerage services, some of which incorporate Jobcentre Plus and the National Apprenticeship Service, to identify potential candidates for all employment and apprenticeship opportunities during the construction stage of the Project ("**Job Brokerages**").
- 4.1.4 Subject to paragraph 4.1.6, Project Co (including without limitation its Sub-Contractors) shall use the Job Brokerages notified to Project Co by TfL from time to time to source all labour and staff vacancies for the Project concurrently with, in the case of non UK-based labour and staff vacancies only, any other means Project Co may utilise to source labour and staff vacancies in jurisdictions other than the UK.
- 4.1.5 Project Co shall co-operate with TfL in supplying details of employment opportunities to be advertised through the service in each case.
- 4.1.6 In relation to UK-based vacancies only, Project Co shall allow the Job Brokerages ten (10) Working Days to identify potential candidates for a role prior to sourcing candidates for the role through alternative means.
- 4.1.7 Project Co shall no later than the three (3) months prior to the Commencement of the Development prepare and submit for approval to Royal Borough of Greenwich and London Borough of Tower Hamlets and consult with London Borough of Newham a local training skills and job brokerage strategy relevant to that Local Borough in accordance with the requirements of paragraph 4.1.8 (the local training skills and job brokerage strategy approved by Royal Borough of Greenwich and London Borough of Tower Hamlets being a "**Local Training Skills and Job Brokerage Strategy**").
- 4.1.8 The Local Training Skills and Job Brokerage Strategy shall provide that Project Co shall:
  - a. use Reasonable Endeavours to recruit at least twenty five per cent (25%) of all workforce for and during the construction of the Development from Newham Residents, Greenwich Residents or Tower Hamlets Residents;

Part 3 – Responsible Procurement Requirements

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- b. employ Apprentices in accordance with the minimum requirements specified in paragraph 4.2.2 below, with such arrangements to be based on the following:
    - i. Project Co shall use Reasonable Endeavours to employ any Apprentices or SLNT Outputs from Newham Residents, Greenwich Residents or Tower Hamlets Residents; and
    - ii. any person who is employed as an Apprentice must be unemployed or in a low or unskilled position immediately prior to the start of the apprenticeship;
  - c. employ a Skills and Employment Manager whose principal place of work is located within the Order Limits to manage the commitments provided for under the Local Training Skills and Job Brokerage Strategy, including being responsible for job brokerage, outreach and to help maximise opportunities for minority groups;
  - d. notify the Local Boroughs at least three (3) months in advance of the employment and skill requirements of each phase of the Development;
  - e. have regard to plans promoted by the Construction Industry Training Board, the National Skills Academy and any equivalent organisation as may be agreed to by TfL and notified to Project Co;
  - f. supply a resource plan to the Job Brokerages notified to Project Co by TfL upon Commencement of the Development, which must be updated on a quarterly basis;
  - g. notify the Job Brokerages of any job vacancies arising from the construction of the Development in accordance with paragraph 4.1.4;
  - h. interview any suitable candidates put forward by the Job Brokerages; and
  - i. provide quarterly monitoring returns to the Local Boroughs in respect of compliance with the Local Training Skills and Job Brokerage Strategy.
- 4.1.9 Project Co shall carry out the Project in accordance with the Local Training Skills and Job Brokerage Strategy.
- 4.2 Strategic Labour Needs and Training Output Breakdown
- 4.2.1 Project Co shall deliver the SLNT requirements for this Agreement in accordance with this Schedule 7 (Responsible Procurement).
  - 4.2.2 Project Co shall deliver the following minimum requirements for SLNT (the "**SLNT Outputs**"):
    - a. one (1) or more of the categories in the table below per two million pounds (£2,000,000) of the value of the Works which are carried out in the Local Community;

	Apprentices			Worklessness		Education Support		Job Creation
	Apprentice Job Starts (FTE)	Workless Apprentice Job Start (FTE)	Apprentice Start (Existing Staff)	Workless Job Starts (FTE)	Workless Graduate Job Starts (FTE)	Placement Positions (no. of days)	School Engagement (no. of days)	Job Start (Non-Workless) (FTE)
SLNT Value	1	1	1	1	1	20	20	1

b. a minimum of fifty per cent (50%) of the categories in the above table in the following priority areas:

- i. Apprentice Job Start
- ii. Workless Apprentice Job Start
- iii. Apprentice Start (Existing Staff)

4.2.3 Where an Apprenticeship training is for longer than one (1) year, TfL will allow each subsequent training year to count against Project Co's overall SLNT requirement so that if Project Co has an SLNT target of twelve (12), this could either equate to twelve (12) Apprentices each undertaking a year Apprenticeship or alternatively four (4) Apprentices undertaking a three (3) year Apprenticeship.

4.2.4 Where Project Co undertakes SLNT activities in a particular contract year that are in excess of its SLNT requirements for that year, Project Co may credit such excess SLNT activities into following contract years.

4.2.5 Project Co shall ensure that the SLNT Outputs are incorporated into its Sub-Contracts entered into with Key Sub-Contractors and Key Tier 2 Sub-Contractors and shall use reasonable endeavours to procure that the SLNT Outputs are incorporated into all other Sub-Contracts.

4.2.6 An example to illustrate the SLNT requirements for this Agreement is set out in Annex 8 (*SLNT Example*).

4.3 SLNT Plan

4.3.1 Project Co shall develop the Draft SLNT Delivery and Implementation Plan (including updating the SLNT Activity Breakdown and the SLNT Method Statement) into a detailed plan in accordance with the requirements of paragraph 4.3.2 (the "**SLNT Plan**") which shall be submitted to TfL under the Review Procedure within twelve (12) weeks of the Effective Date. TfL will provide reasonable assistance to Project Co during this process.

4.3.2 The SLNT Plan shall:

- a. be an update of the Draft SLNT Delivery and Implementation Plan reflecting any comments provided by TfL in relation to the Draft SLNT Delivery and

Part 3 – Responsible Procurement Requirements

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- Implementation Plan and any additional requirements of TfL notified to Project Co; and
- b. include details of how the SLNT Plan will be implemented.
- 4.3.3 Project Co shall ensure that the SLNT Plan has been endorsed as "received" or "received with comments" by TfL in accordance with the Review Procedure.
- 4.3.4 Within twenty eight (28) Days of the Effective Date, Project Co shall appoint an SLNT Co-ordinator (the "**SLNT Co-Ordinator**") who shall:
- a. be responsible for the implementation and on-going development and maintenance of the SLNT Plan (including the collection and presentation of monitoring information to be included in the SLNT Monitoring Report); and
  - b. be responsible for securing appropriate training provision for employees/Trainees/Apprentices;
  - c. be responsible for managing Sub-Contractor compliance with the SLNT Outputs; and
  - d. act as the single point of contact with the Supplier Skills Managers on all matters concerning the SLNT Plan.
- 4.3.5 On and from the Effective Date, Project Co shall cooperate with the Supplier Skills Managers in order to enable the Supplier Skills Managers to understand Project Co's commitments set out in the SLNT Plan and to ensure that the SLNT Plan is delivered in a way which takes advantage of public sector funding and support.
- 4.3.6 The Supplier Skills Managers may provide assistance to Project Co to coordinate the various agencies and organisations (including Sector Skills Councils, Learning and Skills Council and the London Development Agency) that offer skills or employment funding, into one integrated programme for Project Co.
- 4.3.7 Within five (5) Working Days of the date that a Trainee and/or Apprentice commences employment with Project Co, Project Co shall prepare and complete a written training plan for such Trainee and/or Apprentice (a "**Training Plan**"), including:
- a. details of the skills and competencies to be developed and acquired by the Trainee and/or Apprentice; and
  - b. the timescales within which the Trainee and/or Apprentice should acquire the specified skills and competencies.
  - c. review and update each Training Plan every six (6) months; and
  - d. make copies of each completed and up to date Training Plan available to TfL for inspection.
- 4.3.8 Once the SLNT Plan has been produced in accordance with paragraph 4.3.1, Project Co shall within five (5) Working Days of the end of each TfL Reporting Period, provide TfL with a SLNT monitoring report which shall set out Project

Co's performance against the SLNT Plan and be in the format set out in Annex 5 (*SLNT Monitoring Report*).

**5. Community Benefits**

- 5.1 Project Co shall take measures to understand the impact that those TfL procurement activities notified by TfL have on Local Communities.
- 5.2 Project Co shall encourage a positive contribution from suppliers in the Local Communities in which Project Co works on TfL's behalf and will fully explore the opportunities for developing appropriate contractual provisions to deliver specific community benefits.
- 5.3 Project Co acknowledges and accepts that members of the TfL Related Parties work closely with third party organisations to implement the Skills and Employment Strategy.
- 5.4 Project Co shall:
  - 5.4.1 at the time of placing an advertisement for a Relevant Employment Vacancy, notify TfL (and/or any third parties nominated by any TfL Related Parties) 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
  - 5.4.2 attend a minimum of two (2) events each year, at a time and location specified by TfL, to publicise employment and training opportunities arising in connection with the Project.

**6. Ethical Sourcing Practices**

- 6.1 Project Co acknowledges that TfL is committed to ensuring workers in its supply chains are treated fairly, equitably and humanely and to encouraging suppliers to consider labour conditions when they are sourcing goods.
- 6.2 Project Co acknowledges that:
  - 6.2.1 TfL has joined SEDEX (the Suppliers Ethical Data Exchange) to monitor labour conditions through contracts; and
  - 6.2.2 the Ethical Trading Initiative in order to ensure best practice in the procurement of uniforms.
- 6.3 From the Effective Date, Project Co shall be registered with an ethical supplier database, such as SEDEX (Supplier Ethical Data Exchange) and shall throughout this Agreement Period permit and enable TfL to have access to the information relating to Project Co that subsists in such ethical supplier database.
- 6.4 Project Co shall comply with, shall ensure that all Sub-Contractors comply with the principles of the Ethical Trading Initiative Base Code set out in Annex 7 (*The Ethical Trading Initiative Base Code*), or an equivalent code of conduct (the "**Ethical Sourcing Principles**") in relation to the providing the Works and/or the Services.

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## Schedule 7 – Responsible Procurement

Part 3 – Responsible Procurement Requirements

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- 6.5 Throughout this Agreement Period, if TfL has reasonable cause to believe that Project Co is not complying with any of the Ethical Sourcing Principles, then TfL shall notify Project Co (an "**Ethical Sourcing Compliance Notice**") and the Parties shall agree an action plan which shall include appropriate timeframes within which Project Co shall comply with the relevant Ethical Sourcing Principles (the "**Action Plan**"), such Action Plan to be agreed by the Parties by no later than two weeks from the date of the Ethical Sourcing Compliance Notice or such other period as the Parties may otherwise agree in writing.
- 6.6 The costs of the development and implementation of the Action Plan shall be borne by Project Co.
- 6.7 Following this agreement of the Action Plan, TfL may conduct, or appoint a third party to conduct, one (1) or more audits to assess Project Co's compliance with the Action Plan (an "**Action Plan Audit**").
- 6.8 In connection with an Action Plan Audit, TfL (or any auditor acting on TfL's behalf) shall be permitted to undertake any reasonable audit action, including but not limited to undertaking physical inspections of relevant sites/factories, conducting interviews with relevant personnel and inspecting relevant documents.
- 6.9 Project Co shall cooperate and shall procure that its Sub-Contractors cooperate with TfL in relation to all aspects of any Action Plan Audit.
- 6.10 When sourcing suppliers, Project Co shall seek to engage suppliers who:
- 6.10.1 afford their employees the freedom to choose to work for them. Employees should be free to leave the supplier after reasonable notice is served;
  - 6.10.2 do not use force, bonds or comprise non-voluntary prison labour;
  - 6.10.3 establish recognised employment relationships with their employees that are in accordance with their national law and good practice and do not seek to avoid providing employees with their legal or contractual rights;
  - 6.10.4 can demonstrate a commitment to equality of opportunity for individuals and groups enabling them to live their lives free from Discrimination and oppression;
  - 6.10.5 impose working hours on their staff which are compliant with national laws and/or industry standards;
  - 6.10.6 under no circumstances abuse or intimidate, in any fashion, employees and have appropriate disciplinary, grievance and appeal procedures in place;
  - 6.10.7 work within the laws of their country;
  - 6.10.8 take appropriate measures to ensure the health and safety of their workforce and the wider public;
  - 6.10.9 support TfL's view that the long-term elimination of Child Labour is ultimately in the best interests of Children, and have taken measures to ensure that Child Labour is not utilised in their operations;
  - 6.10.10 do not support, encourage or facilitate the trade in drugs, arms, tobacco, slavery or prostitution; and

Schedule 7 – Responsible Procurement

Part 3 – Responsible Procurement Requirements

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6.10.11 offer wages and benefits that at least meet relevant industry benchmarks and/or national legal standards.

**7. Environmental sustainability**

7.1 Project Co acknowledges that TfL is committed to procuring sustainable timber that meets the standards articulated by the Forestry Stewardship Council (FSC), the Programme for the Endorsement of Forest Certification (PEFC), or equivalent standards.

7.2 Project Co shall use, shall procure that all of its Sub-Contractors use Sustainable Timber in the performance of the Works and/or the Services, unless the TfL Representative has given its prior written consent to the use of Timber which is not Sustainable Timber.

7.3 Project Co shall maintain records of all deliveries of Timber required for the purposes of this Agreement.

7.4 Without prejudice to paragraph 7.5, Project Co shall ensure that all Virgin Timber procured for supply or use in connection with the Works and/or the Services is Legal Timber unless TfL has given its prior written consent to the use of Timber which is not Virgin Timber.

7.5 Project Co shall ensure that the Virgin Timber it procures for supply or use in performance of its obligations under this Agreement has not derived from any species of tree that is protected under the Convention on International Trade in Endangered Species of Wild Fauna and Flora ("**CITES**") unless Project Co can prove, by producing official documentation from the relevant supplier, that such supplier has complied with the CITES requirements that permit trading in the particular species of tree so listed under that convention.

7.6 TfL may reject at any time any Timber that does not comply with the requirements of this Agreement and where TfL exercises its right to reject any Timber, Project Co shall procure alternative Timber that complies with the requirements of this Agreement, at no additional cost to TfL and without causing delay to the Project Co Detailed Works Programme.

7.7 Project Co shall maintain records of all Timber supplied and used in the performance of the Works and/or the Services, with such information shall being made available to TfL promptly if requested at any time.

7.8 Project Co shall submit to TfL a report (including reasonable supporting evidence) for each TfL Reporting Period setting out details of the following:

7.8.1 quantity (kg) and value (£) of Timber certified as Sustainable Timber; and

7.8.2 quantity (kg) and value (£) of Timber not certified as Sustainable Timber.

7.9 Unless TfL has given written acceptance in accordance with paragraph 7.2 that Timber which is not Sustainable Timber may be used, then:

7.9.1 if requested by TfL, Project Co shall promptly provide evidence to TfL's satisfaction that the relevant Timber is Sustainable Timber; and

7.9.2 in the event that TfL is not satisfied with the evidence provided, Project Co, shall on written request from TfL, commission (at its own cost) an Independent Report to:

Part 3 – Responsible Procurement Requirements

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- a. verify the source of the Timber; and
  - b. assess whether the forests from which the Timber was sourced were managed in accordance with the specified local laws and regulations.
- 7.10 Project Co shall, before delivering any Virgin Timber, obtain documentary evidence (which shall include evidence of a chain of custody from the source of the Timber through to delivery of the final product) that the Timber is Legal Timber.
- 7.11 TfL may at any time during the term of this Agreement and for a period of twelve (12) years from final delivery of any Timber under this Agreement require Project Co to produce such evidence for TfL's inspection within fourteen (14) days of TfL's written request.



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## SCHEDULE 7

### RESPONSIBLE PROCUREMENT

#### Part 4 - Definitions

In this Schedule 7 (*Responsible Procurement*), the following words and expressions shall have the following meanings:

**"Action Plan"** has the meaning given to it in paragraph 6.5 of Part 3 (*Responsible Procurement Requirements*);

**"Action Plan Audit"** has the meaning given to it in paragraph 6.7 of Part 3 (*Responsible Procurement Requirements*);

**"Annual Report"** has the meaning given to it in paragraph 1.10.1 of Part 3 (*Responsible Procurement Requirements*) and includes the details set out in paragraph 1.10.2 of Part 3 (*Responsible Procurement Requirements*);

**"Apprentice"** means an individual employed for a minimum of sixteen (16) hours a week who is undertaking a sector skills council/standard setting body recognised structure programme of training leading to the completion of a full apprenticeship;

**"Apprentice Job Start"** means new entrant who is aged sixteen (16) years or above and lives in a London Borough and is recruited as an Apprentice and enrolled on an approved apprenticeship framework;

**"Apprentice Start (Existing Staff)"** means an existing staff member who is aged sixteen (16) years or above and lives in a London Borough and is enrolled onto an approved apprenticeship framework in order to up-skill the workforce;

**"BAME"** means black, Asian and Minority Ethnic Groups;

**"Black, Asian and Minority Ethnic Business"** or **"BAME Businesses"** means a business which is fifty one per cent (51%) or more owned by members of one or more Minority Ethnic Groups;

**"Child"** means any person less than fifteen (15) years of age, unless local minimum age law stipulates a higher age for work or mandatory schooling, in which case the higher age shall apply. If regional minimum age law is set at fourteen (14) years of age in accordance with developing country exceptions under ILO Convention No. 138, the lower age will apply and **"Children"** shall be construed accordingly;

**"Child Labour"** means a Child or Young Person, who does not comply with the provisions of the relevant ILO standards, undertaking any work that is likely to be hazardous or to interfere with the Child's or Young Person's education, or to be harmful to the Child's or Young Person's health or physical, mental, spiritual, moral or social development;

**"Commence"** has the meaning given to it in Article 2 (*Interpretation*) of the DCO;

**"Development"** means the development authorised by the DCO;

**"Disability"** has the meaning given to it in the Disability Discrimination Act 1995 and **"Disabled"** shall be construed accordingly;

**"Discrimination"** means:

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- a. the treatment of a person less favourably than others on the basis of their race, colour, age, religion, nationality (including citizenship), marital status, sex, sexual orientation, disability, ethnic or national origin, religion or belief; and/or
- b. a circumstance where a provision, criterion or practice is applied which applies equally to everyone, but can be shown to put certain people at a much greater disadvantage than others by reason of their race, colour, age, religion, nationality (including citizenship), marital status, sex, sexual orientation, disability, ethnic or national origin, religion or belief and where such treatment cannot be objectively justified,

and "**Discriminate**", "**Discriminatory**" and "**Discriminated**" shall be construed accordingly;

"**Diverse Suppliers**" means:

- a. Small and Medium Enterprises;
- b. Black, Asian and Minority Ethnic Businesses;
- c. Suppliers From Under-Represented Groups;
- d. Suppliers From Protected Groups; and
- e. Suppliers Demonstrating a Diverse Workforce Composition;

"**Draft Equality and Diversity Training Plan**" means the equality and diversity training plan submitted by Project Co in response to the Invitation to Negotiate and set out in Annex 10 (*Draft Equality and Diversity Training Plan*);

"**Draft SLNT Delivery and Implementation Plan**" means the SLNT delivery and implementation plan submitted by Project Co in response to the Invitation to Negotiate which:

- a. is in the format set out in Annex 4 (*SLNT Delivery and Implementation Plan*);
- b. includes the SLNT Activity Breakdown and the SLNT Method Statement; and
- c. is set out in Annex 12 (*Draft SLNT Delivery and Implementation Plan*);

"**Draft Strategic Equality and Diversity Plan**" means the strategic equality and diversity plan submitted by Project Co in response to the Invitation to Negotiate and set out in Annex 9 (*Draft Strategic Equality and Diversity Plan*);

"**Draft Supplier Diversity Plan**" means the supplier diversity plan submitted by Project Co in response to the Invitation to Negotiate and set out in Annex 11 (*Draft Supplier Diversity Plan*);

"**Educational Activities**" means educational activities (which may include career fairs, school visits and ambassador programmes) that support schools and school students by raising awareness of the educational and employment opportunities in the transport industry and which are delivered to schools in the London Boroughs;

"**Equality and Diversity Infraction**" means a failure to comply with the obligations set out in paragraph 1 (*Equality and Supplier Diversity*) of Part 3 (*Responsible Procurement Requirements*);

"**Equality and Diversity Training**" consists of an awareness workshop, toolbox talk or refresher course delivered with an emphasis on equality and diversity;

Part 4 - Definitions

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**"Equality and Diversity Training Plan"** has the meaning given to it in paragraph 1.8.1 of Part 3 (*Responsible Procurement Requirements*) and includes the details set out in paragraph 1.8.2 of Part 3 (*Responsible Procurement Requirements*);

**"Equality Impact Assessments"** or **"EqIA"** means an exercise to test thinking and assumptions and to build-in best practice at the design stage of a project, which are a statutory requirement for public sector organisations and are used to ensure that the organisation does not Discriminate and that equality is promoted whenever possible;

**"Ethical Sourcing Compliance Notice"** has the meaning given to it in paragraph 6.5 of Part 3 (*Responsible Procurement Requirements*);

**"Ethical Sourcing Principles"** has the meaning given to it paragraph 6.4 of Part 3 (*Responsible Procurement Requirements*);

**"GLA Act"** means the Greater London Authority Act 1999;

**"GLA Responsible Procurement Policy"** means the policy dated June 2017 as may be further amended from time to time, details of which can be found at [https://www.london.gov.uk/sites/default/files/gla\\_group\\_rpp\\_v7.12\\_final\\_template\\_for\\_web.pdf](https://www.london.gov.uk/sites/default/files/gla_group_rpp_v7.12_final_template_for_web.pdf);

**"Greater London"** means that term as it is used in the GLA Act;

**"Greenwich Businesses"** means businesses whose principal place of business is in the Royal Borough of Greenwich;

**"Greenwich Residents"** means persons whose principal or only home is in the Royal Borough of Greenwich;

**"Independent Report"** means an independent report produced by an individual or body:

- a. whose organisation, systems and procedures conform to ISO Guide 65:1996 (EN 45011:1998) and general requirements for bodies operating product certification systems; and
- b. who is accredited to audit against Forest Management Standards by a national or international body whose organisation, systems and procedures conform to ISO Guide 61 General Requirements for Assessment and Accreditation of Certification Bodies;

**"ILO"** means the International Labour Organisation;

**"Job Brokerage"** has the meaning given in paragraph 4.1.4 of Part 3 (*Responsible Procurement Requirements*);

**"Job Start (Non-Workless)"** means an individual beginning an employment position as a result of the terms of this Agreement;

**"Legal Timber"** means Timber which was obtained from a supplier which:

- a. had the legal rights to obtain that Timber from the relevant forest;
- b. holds a register of all local and national laws and codes of practice relevant to forest operations;
- c. complies with all relevant local and national laws and codes of practice including environmental, labour and health and safety laws; and

Part 4 - Definitions

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d. has paid all relevant royalties and taxes in relation to the Timber;

**"Local Community"** means the vicinity of the Greater London Authority and the London Boroughs and the other local authority areas where any worksite relating to the Project is located;

**"Local Training Skills and Job Brokerage Strategy"** means the plan developed by Project Co in accordance with paragraph 4.1.7 of Part 3 (*Responsible Procurement Requirements*), which includes the details specified in paragraph 4.1.8 of Part 3 (*Responsible Procurement Requirements*);

**"London Borough"** means a borough within the administrative area of Greater London (plus the City of London), which comprises thirty three (33) boroughs;

**"London Living Wage"** means the basic hourly wage of ten pounds fifty five (£10.55) current at the date of this Agreement (before tax, other deductions and any increase for overtime) and as revised annually;

**"Minority Ethnic Groups"** means those who have classified themselves as members of ethnic groups other than **"white British"**;

**"Mayor of London"** means the person from time to time holding the office of Mayor of London as established by the GLA Act;

**"Newham Businesses"** means businesses whose principal place of business is in the London Borough of Newham;

**"Newham Residents"** means persons whose principal or only home is in the London Borough of Newham;

**"Outline Annual Report"** has the meaning given in 1.10.1 of Part 3 (*Responsible Procurement Requirements*);

**"Placement Position"** means a position (whether paid or unpaid) offered to an individual living in a London Borough intended to enable a person to learn, develop or enhance knowledge and skills in an industry or job role that lasts at least one (1) week;

**"Reasonable Endeavours"** means to attempt to fulfil the relevant obligation by expending such effort and money as in all the circumstances may be reasonable to expect, which may include engaging professional and other advisers as appropriate but does not require a person to take proceedings (including any appeal) in any court, public inquiry, or other hearing (unless specified to the contrary);

**"Recycled Timber"** and **"Reclaimed Timber"** means wood that has been reclaimed or re-used and that has been in previous use and is no longer used for the purpose for which the trees from which it derives were originally felled, provided that the terms **"recycled"** and **"reclaimed"** are interchangeable and include, but are not limited to pre-consumer recycled wood and wood fibre or industrial by-products but excluding sawmill co-products (sawmill co-products are deemed to fall within the category of Virgin Timber), post-consumer recycled wood and wood fibre and drift wood;

**"Relevant Employment Vacancy"** means an employment vacancy within Project Co's organisation;

**"Responsible Procurement Audit"** has the meaning given to it in paragraph 3.1 of Part 2 (*Management Requirements*);

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**"Responsible Procurement"** means procurement conducted in compliance with the GLA Responsible Procurement Policy;

**"Responsible Procurement Plan"** means the plan developed by Project Co in accordance with paragraph 2.1 of Part 2 (*Management Requirements*), which includes the details specified in paragraph 2.2 of Part 2 (*Management Requirements*);

**"Responsible Procurement Representative"** has the meaning given to it in paragraph 1 (*Responsible Procurement Representative*) of Part 2 (*Management Requirements*);

**"School Engagement"** means educational activities that support schools and school students within the London Boroughs, by raising awareness of the educational and employment opportunities in the relevant industry, including attending career fairs, school visits and ambassador programmes;

**"Skills and Employment Manager"** means the individual employed to manage the delivery of the Local Training Skills and Job Brokerage Strategy;

**"SLNT"** means strategic labour needs and training;

**"SLNT Activity Breakdown "** means a breakdown of SLNT activity completed in the format set out in Annex 2 (*SLNT Activity Breakdown Template*) for:

- a. each element of the Works and Services;
- b. each Agreement Year; and
- c. each of TfL's grade definitions (as notified by TfL to Project Co from time to time),

provided by Project Co to TfL as part of the Draft SLNT Delivery and Implementation Plan and updated in accordance with paragraph 4.3.1 of Part 3 (*Responsible Procurement Requirements*);

**"SLNT Co-ordinator"** has the meaning given to it in paragraph 4.3.4 of Part 3 (*Responsible Procurement Requirements*);

**"SLNT Method Statement"** means the SLNT method statement provided by Project Co to TfL as part of the Draft SLNT Delivery and Implementation Plan and updated in accordance with paragraph Part 3 4.3.1 of Part 3 (*Responsible Procurement Requirements*) and which sets out details of the practical activities Project Co proposes to take to implement the SLNT requirements for this Agreement in the format set out in Annex 3 (*SLNT Method Statement*) and which includes the following data:

- a. the qualifications and training programmes identified;
- b. named staff resource deployed to support the activity;
- c. external funding streams identified to support the activity;
- d. assumptions made in preparing and proposing the activities; and
- e. any input required from TfL to undertake these activities;

**"SLNT Monitoring Report"** means the report prepared by Project Co in the form set out in Annex 5 (*SLNT Monitoring Report*) and submitted to the TfL Representative in accordance with the provisions of paragraph 4.3.8 of Part 3 (*Responsible Procurement Requirements*);

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**"SLNT Output"** has the meaning given to it in paragraph 4.2.2 of Part 3 (*Responsible Procurement Requirements*);

**"SLNT Plan"** has the meaning given to it and includes the details set out in paragraph 4.3.1 of Part 3 (*Responsible Procurement Requirements*);

**"Small and Medium Enterprises" or "SMEs"** means a business that meets at least two of the following criteria:

- a. fewer than two hundred and fifty (250) full time equivalent employees;
- b. turnover per annum of no more than twenty two point eight million pounds (£22,800,000) net (or twenty seven point three six million pounds (£27,360,000) gross) in the last financial year; and
- c. balance sheet net asset value of no more than eleven point four million (£11,400,000) pounds net (or thirteen point six eight million (£13,680,000) pounds gross

**"Strategic Equality and Diversity Plan"** has the meaning given to it in paragraph 1.6.1 of Part 3 (*Responsible Procurement Requirements*) includes the details set out in paragraph 1.6.2 of Part 3 (*Responsible Procurement Requirements*);

**"Supplier Demonstrating a Diverse Workforce Composition"** means a supplier which has a workforce in which fifty one per cent (51%) or more is representative of Minority Ethnic Groups, under-represented groups or protected groups;

**"Supplier Diversity Plan"** has the meaning given to it in paragraph 1.9.1 of Part 3 (*Responsible Procurement Requirements*) and includes the details set out in paragraph 1.9.2 of Part 3 (*Responsible Procurement Requirements*);

**"Supplier From Protected Group"** means a supplier from a group in which fifty one per cent (51%) or more of the share capital is owned by members of a group for which protection is provided by anti-discriminatory legislation;

**"Supplier From Under-Represented Group"** means a supplier in which is fifty one per cent (51%) or more of the share capital is owned by members of one or more of the following groups:

- a. women;
- b. people with physical and sensory impairments, learning difficulties and mental health requirements;
- c. lesbians, gay men, bisexual and transgender people; and
- d. older people (aged sixty (60) or over), young people (aged twenty four (24) or under);

**"Supplier Skills Managers"** means the team of supplier skills managers appointed by TfL to act as a central coordination point for TfL suppliers to ensure that multiple projects and their associated supply chains, are approaching funding bodies, educational institutions and any other similar body in a controlled and coordinated manner;

**"Supply Chain Engagement Manager"** means the individual appointed to handle the delivery of the Supplier Diversity Plan;

**"Sustainable Timber"** means Timber which is:

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Part 4 - Definitions

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- a. Recycled Timber;
- b. Sustainably Sourced Timber; or
- c. a combination of Timber referred to in paragraph a and paragraph b ;

**"Sustainably Sourced Timber"** means Timber which:

- a. is sourced from organisational, production and process methods that minimise harm to ecosystems and sustain forest productivity;
- b. ensures that both forest ecosystem health and vitality, and forest biodiversity is maintained; and
- c. is accredited by the Forest Stewardship Council, Programme for the Endorsement of Forest Certification, Canadian Standards Association or such other organisation as Project Co may demonstrate to the TfL Representative's satisfaction is equivalent;

**"Taster Position"** means a position (whether paid or unpaid) offered to an individual living in a London Borough intended to stimulate interest in a particular job role that lasts at least one (1) week and which includes elements of job coaching and support;

**"TfL Skills and Employment Strategy"** means the skills and employment strategy set out in Annex 6 (*TfL Skills and Employment Strategy*);

**"Timber"** means wood from trees that have been felled for that purpose, but excludes any item where the manufacturing processes applied to it has obscured the wood element, (by way of example only, paper would not be treated as Timber);

**"Tower Hamlets Businesses"** means businesses whose principal place of business is in the London Borough of Tower Hamlets;

**"Tower Hamlets Residents"** means persons whose principal or only home is in the Royal Borough of Tower Hamlets;

**"Trainee"** means a member of Project Co's staff who is registered as a trainee with an industry recognised body;

**"Training Plan"** has the meaning given to it and includes the details specified in paragraph 4.3.7 of Part 3 (*Responsible Procurement Requirements*);

**"Transgender"** means a person with a recognised medical condition known as gender dysphoria, where an individual has the desire to live and be accepted as a member of the opposite sex;

**"Virgin Timber"** means Timber supplied or used in performance of the contract that is not Recycled Timber;

**"Work Force Skills"** means workforce training or development activity for full time employed individuals that forms part of an accredited course of learning and development;

**"Workless"** means 'economically inactive' and, therefore, not in paid employment or full time education;

**"Workless Apprentice Job Start"** means a new entrant who is aged sixteen (16) years or above and lives in a London Borough and is recruited as an Apprentice and enrolled on an approved apprenticeship framework, having been Workless prior to starting the Apprenticeship;

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Part 4 - Definitions

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**"Workless Graduate Job Start"** means an individual living in a London Borough starting a graduate role who was Workless prior to starting such role;

**"Workless Job Start"** means an individual living in a London Borough starting work and who was Workless prior to starting work; and

**"Young Person"** means any person over the age of a Child and under the age of eighteen (18).



**Annex 1 – Key Deliverables Table**

Key Deliverables	2017/18	2018/19	2019/20	2020/21
Six (6) monthly/annual presentation of E&D monitoring reports relating to employment and service delivery				
Annual workforce monitoring data				
Production of annual E&D action plan and updates				
Percentage of staff trained annually in E&D				
Number of positive action initiative in employment				
Number of annual visits to educational institutions with diverse student populations				
Number of work experience places offered to members of E&D target groups				
Number of cases of harassment and bullying on E&D grounds	Sector Average	Sector Average	Sector Average	Sector Average
Number of tribunal cases on E&D grounds	Sector Average	Sector Average	Sector Average	Sector Average
Proportion/number of contracts let to local companies				
Number/percentage of EQIAs completed annually for relevant aspects of work done for TfL	100%	100%	100%	100%
Number of BAME/women/disable businesses provided with development, training or support				
Number of initiatives to support BAME, Women or disabled businesses				
Amount of resource allocated to E&D (Money and or staff time)				

Annex 1 – Key Deliverables Table

Number of adverts in BAME/Women/Disabled and other press relating to E&D target groups				
Membership of E&D networks such as EfD, EfA, Opportunity Now, Stonewall Equality Champions				
Number of consultative events aimed at E&D target groups				

**Annex 2 – SLNT Activity Breakdown Template**

SLNT Category	TfL Priority	Years						Crosscheck	
		Year 1	Year 2	Year 3	Year 4	Year 5	Total	SLNT Value	SLNT Total
Apprentices									
Apprentice Job Start (FTE)	Y						0	1	0
Workless Apprentice Job Start (FTE)	Y						0	1	0
Apprentice Start (Existing Staff)	Y						0	1	0
Worklessness									
Workless Job Start (FTE)							0	1	0
Workless Graduate Job Start (FTE)							0	1	0
Education / Career Support									
Placement Positions (no. of days)							0	20	0
Educational Engagement (no. of days)							0	20	0
Job Creation									
Job Start (Non-Workless) (FTE)							0	1	0
Total SLNT Activity								0	
Priority Activities								0	

**Annex 3 – SLNT Method Statement**

**The response to each section shall be no more than 250 words.**

<b>Title: Delivery Against TfL Priorities</b>
Apprentice Job Starts (TfL Priority)
Workless Apprentice Job Starts (TfL Priority)
Apprentice Starts (Existing Staff) (TfL Priority)
Workless Job Starts
Workless Graduate Job Starts
Placement Positions
School Engagement
Job Starts (Non-Workless)
<b>Title: Supply Chain Compliance</b>
Where Sub-Contractors are utilised, Project Co shall outline how it ensures that SLNT requirements are incorporated into Sub-Contracts entered into with Key Sub-Contractors and Key Tier 2 Sub-Contractors, including:
<ul style="list-style-type: none"> <li>• how SLNT requirements are incorporated in the selection, appointment and management of Key Sub-Contractors and Key Tier 2 Sub-Contractors;</li> </ul>
<ul style="list-style-type: none"> <li>• how Key Sub-Contractors and Key Tier 2 Sub-Contractors are made aware of the appropriate support from TfL and government and funding streams for any SLNT activity they undertake towards the stated SLNT outputs; and</li> </ul>
<ul style="list-style-type: none"> <li>• how engagement between TfL's Supplier Skills Managers, the TfL Representative and the site skills co-ordinator and Key Sub-Contractors and Key Tier 2 Sub-Contractors to ensure that available SLNT resources are utilised.</li> </ul>
<b>Title: SLNT Implementation Arrangements</b>
Describe arrangements for implementing the SLNT Plan during mobilisation of the Works and/or Services, including:
<ul style="list-style-type: none"> <li>• transfer of knowledge from the team involved in bidding for the Project;</li> </ul>
<ul style="list-style-type: none"> <li>• engagement with TfL to develop the SLNT Plan; and</li> </ul>
<ul style="list-style-type: none"> <li>• appointment of the SLNT Coordinator and establishment of the required administration, management and reporting structure.</li> </ul>
<b>Title: SLNT Monitoring and Coordination</b>
Describe who will be responsible for implementing, managing and reporting SLNT activity:
<ul style="list-style-type: none"> <li>• What are the administrative and management arrangements that will be operated in relation to SLNT activity?</li> </ul>
<ul style="list-style-type: none"> <li>• How will the proposed role/structure interact with the TfL Representative and TfL?</li> </ul>

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**Annex 4 – SLNT Delivery and Implementation Plan**

**1. Contact Information**

TfL Supplier Skills manager

SLNT

Company

Contract Manager

TfL Stakeholder /SRS

Co-ordinator  
Contact

Phone Number

Contact Email

Reporting Requirements Quarterly / Monthly / Periodically

Report Period

Implementation 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**

Year:	Apprentices			Worklessness		Education Support		Job Creation
	Apprentice Starts (FTE)	Workless Apprentice Job Start (FTE)	Apprentice Start (Existing Staff)	Workless Job Starts (FTE)	Apprentice Starts (FTE)	Workless Apprentice Job Start (FTE)	Apprentice Start (Existing Staff)	Workless Job Starts (FTE)
Previous Years								
March								
April								
May								
June								
July								
August								
September								
October								
November								
December								
January								
February								
March								
Annual Total	0	0	0	0	0	0	0	0
Future Years	0	0	0	0	0	0	0	0
TOTAL	0	0	0	0	0	0	0	0

**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	Risk Mitigation
1			
2			
3			
4			
5			

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

**5. Monitoring: You are required to complete the two monitoring templates attached to this document (Sheets 1 and 2 of this document)**

- (a) SLNT Monitoring Form - Outlines SLNT outputs for each reporting period
- (b) Job Start Monitoring Form - Outlines specific information for TfL Priority SLNT outputs

**6. Sign Off**

Suppliers SLNT Co-ordinator (Name): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Date TfL Supplier Skills Manager (Name): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Implementation Plan Review Date: \_\_\_\_\_

**Annex 5 – SLNT Monitoring Report**

SLNT Activity Area	Priority Output	Annual Target	Annual Forecast	Outputs this Period	Total Outputs to date	Cross Check		Additional Detail / Information
						SLNT Value	SLNT Totals	
<b>Apprentices</b> (monitoring data to be provided on Sheet 3)								
Apprentice Job Start (FTE)	Y					1	0	
Workless Apprentice Job Start (FTE)	Y					1	0	
Apprentice Start (Existing Staff)	Y					1	0	
<b>Worklessness</b> (monitoring data to be provided on Sheet 2)								
Workless Job Starts (FTE)						1	0	
Workless Graduate Job Start (FTE)						1	0	
<b>Educational/Career Support</b> (monitoring data for placements to be provided on Sheet 2)								
Placement Positions (no. of days)						20	0	
School Engagement (no. of days)						20	0	
<b>Job Creation</b> (monitoring data to be provided on Sheet 2)								
Job Start (Non-Workless) (FTE)						1	0	
						<b>Total SLNT Activity</b>	<b>0</b>	
						<b>Priority Activities</b>	<b>0</b>	

Additional Information / Highlights

Issues | Concerns | Risks

Signed: \_\_\_\_\_  
SLNT Co-ordinator

Date: \_\_\_\_\_



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**Annex 6 – TfL Skills and Employment Strategy**

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Annex 6 – TfL Skills and Employment Strategy

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## **Annex 7 – The Ethical Trading Initiative Base Code**

### **Employment is freely chosen**

There is no forced, bonded or involuntary prison labour.

Workers are not required to lodge "deposits" or their identity papers with their employer and are free to leave their employer after reasonable notice.

### **Freedom of association and the right to collective bargaining are respected**

Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively.

TfL adopts an open attitude towards the activities of trade unions and their organisational activities.

Workers representatives are not Discriminated against and have access to carry out their representative functions in the workplace.

Where the right to freedom of association and collective bargaining is restricted under law, TfL facilitates, and does not hinder the development of parallel means for independent and free association and bargaining.

### **Working conditions are safe and hygienic**

A safe and hygienic working environment is provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps are taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment.

Workers receive regular and recorded health and safety training, and such training is repeated for new or reassigned workers.

Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage is provided.

Accommodation, where provided, is clean, safe, and meets the basic needs of the workers.

The company observing the code assigns responsibility for health and safety to a senior management representative.

### **Child Labour is not used**

There is no new recruitment of Child Labour.

Companies develop or participate in and contribute to policies and programmes which provide for the transition of any Child found to be performing Child Labour to enable her or him to attend and remain in quality education until no longer a child.

Children and Young Persons under eighteen (18) are not employed at night or in hazardous conditions.

These policies and procedures conform to the provisions of the relevant ILO Standards.

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### **Living wages are paid**

Wages and benefits paid for a Standard working week meet, at a minimum, national legal Standards or industry benchmark Standards, whichever is higher. In any event wages should always be enough to meet basic needs and to provide some discretionary income.

All workers are provided with written and understandable information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid.

Deductions from wages as a disciplinary measure are not permitted nor are any deductions from wages not provided for by national law permitted without the expressed permission of the worker concerned. All disciplinary measures should be recorded.

### **Working hours are not excessive**

Working hours comply with at least UK national laws and benchmark industry Standards, whichever affords greater protection.

In any event, workers are not, on a regular basis, required to work in excess of forty eight (48) hours per week and are provided with at least one (1) day off for every seven (7) day period on average. Overtime is voluntary, does not exceed twelve (12) hours per week, is not demanded on a regular basis and always compensated at a premium rate.

### **No Discrimination is practised**

There is no Discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

### **Regular employment is provided**

To every extent possible work performed must be on the basis of recognised employment relationship established through national law and practice.

Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship are not avoided through the use of labour-only contracting, subcontracting, or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor are any such obligations avoided through the excessive use of fixed-term contracts of employment.

### **No harsh or inhumane treatment is allowed**

Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation is prohibited.

The provisions of this code constitute minimum and not maximum standards, and this code should not be used to prevent companies from exceeding these standards. Companies applying this code are expected to comply with national and other applicable law and, where the provisions of law and this base code address the same subject, to apply that provision which affords the greater protection.

**Annex 8 – SLNT Example**

The following example illustrates the SLNT requirements for this Agreement, as set out in paragraph 4 (*Strategic Labour Needs and Training*) of Part 3 (*Responsible Procurement Requirements*).

The contract value is sixty (60) million pounds over five (5) years, with a yearly turnover of twelve (12) million pounds. Using a threshold measure of one (1) SLNT position per two (2) million pounds of work this equates to twenty (30) SLNT positions or four (4) SLNT positions yearly. As TfL requires that 50 per cent (50%) of the SLNT positions must fall within the Apprentice Job Start and Workless Apprentice Job Start categories, a total of fifteen (15) of the SLNT positions must fall within one (1) or more of these categories. To meet TfL's requirements Project Co has decided to take on apprentices. As each apprentice will take two (2) years to train, this equates to eight (8) apprentices x two (2) years = sixteen (16) SLNT priority requirements.

Project Co has decided to meet the remainder of its requirements by offering placement positions and workless job starts.. Project Co's SLNT profile could be met by the following table:

SLNT Activity Area	Priority Output	Year 1	Year 2	Year 3	Year 4	Year 5	Total	Cross Check		
								SLNT Value	SLNT Totals	
<b>Apprenticeships</b>										
Apprentice Job Start (FTE)	Y	2	4	4	4	2	16	1	16	
Workless Apprentice Job Start (FTE)	Y	-	-	-	-	-	0	1	0	
Apprentice Start (Existing Staff)	Y	-	-	-	-	-	0	1	0	
<b>Worklessness</b>										
Workless Job Start (FTE)		2	2	2	2	1	9	1	9	
Workless Graduate Job Start (FTE)							0	1	0	
<b>Educational/Career Support</b>										
Placement Positions (Days)	20	20	20	20	20	20	100	20	5	
School Engagement (Days)							0	20	0	
<b>Job Creation</b>										
Job Start (non-workless) (FTE)							0	1	0	
							<b>Total Activity</b>	<b>SLNT</b>	<b>30</b>	
							<b>Priority Activities</b>		<b>16</b>	

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Schedule 7 – Responsible Procurement

Annex 9 – Draft Strategic Equality and Diversity Plan

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**Annex 9 – Draft Strategic Equality and Diversity Plan**

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Schedule 7 – Responsible Procurement

Annex 10 – Draft Equality and Diversity Training Plan

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**Annex 10 – Draft Equality and Diversity Training Plan**

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**Annex 11 – Draft Supplier Diversity Plan**

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**Annex 12 – Draft SLNT Delivery and Implementation Plan**

**Excluded commercially sensitive information**