

**RAIL PUBLIC REGISTER COPY  
REDACTED IN ACCORDANCE WITH FOIA 2000**

Dated 26 April 2023

- (1) The Secretary of State for Transport
- (2) Govia Thameslink Railway Limited

# **Collation of Business Plan Commitments**

Thameslink, Southern and Great Northern  
Business Plan Commitments 2023 - 2024

**THAMESLINK, SOUTHERN AND GREAT NORTHERN NATIONAL RAIL CONTRACT**  
**BUSINESS PLAN COMMITMENTS**

*Note: In accordance with and subject to paragraph 8 of Chapter 7.7 (Business Plan) of the Contract, the Business Plan Commitments are subject to the provisions of and shall be interpreted in accordance with the Contract and in the event of any conflict between the Contract and any Business Plan Commitment, the provisions of the Contract shall prevail.*

**Part 1: Leadership, Management and Resourcing**

Commitment Name	Business Plan Commitments
<b>Culture</b>	<p>1. <b>Employee Engagement Survey</b></p> <p>1.1 The Operator shall conduct</p> <ul style="list-style-type: none"> <li>(a) an annual employee engagement survey, to be completed by [REDACTED<sup>1</sup>] and</li> <li>(b) an employee ‘pulse’ survey relating to safety by no later than [REDACTED<sup>2</sup>]</li> </ul> <p>and shall promptly provide the Secretary of State with the results of each employee survey.</p> <p>1.2 In respect of the annual employee engagement survey referred to in paragraph 1.1(a), the Operator shall:</p> <ul style="list-style-type: none"> <li>(a) ensure that each such employee engagement survey is open to all employees of the Operator and includes questions that align with those Business Plan KPIs applicable to employee satisfaction and engagement in order to measure the Operator’s performance against those Business Plan KPIs;</li> <li>(b) disaggregate the results of each employee engagement survey by role, department, grade and location; and</li> <li>(c) promote and publicise each employee survey among the Operator’s employees and otherwise use reasonable endeavours to maximise the number of survey responses from the Operator’s workforce.</li> </ul> <p>1.3 Within four months of the date on which the annual employee engagement survey referred to in paragraph 1.1(a) is closed to respondents, the Operator shall deliver to the Secretary of State its plan setting out the initiatives and actions it proposes to take in order to address and resolve those issues identified through an analysis of the results of that survey. The Operator shall revise its plan in accordance with any comments received from the Secretary of State and once approved by the Secretary of State shall thereafter implement the plan in accordance with its terms.</p>

<sup>1</sup> 30 June 2023 (Date of Redactions Approval) - CR03972 Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>2</sup> 30 June 2023 (Date of Redactions Approval) - CR03972 Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

	<p>1.4 In respect of the ‘pulse’ survey referred to in paragraph 1.1(b) the Operator shall:</p> <p>(a) undertake such survey in order to make an assessment of the safety culture in the organisation and utilise the gathered data to identify opportunities for improvement; and</p> <p>(b) ensure that the ‘pulse’ survey is open to all employees of the Operator.</p>
<p><b>Delivering the Business Plan</b></p>	<p>2. <b>ISO 9001 Accreditation</b></p> <p>The Operator shall maintain its ISO9001 accreditation and shall by no later than [REDACTED<sup>3</sup>] provide to the Secretary of State the results of an audit, commissioned by the Operator and to be undertaken by an independent auditor, auditing the Operator’s compliance with ISO9001.</p> <p>3. <b>RM3 Evaluation</b></p> <p>By no later than 31 March 2024, the Operator shall submit a report detailing the progress it has made with its safety management system against the Risk Management Maturity Model (“<b>RM3</b>”).</p>
<p><b>Safeguarding</b></p>	<p>4. <b>Cyber Assessment Framework</b></p> <p>4.1 The Operator shall maintain its Cyber Improvement Plan for the duration of the contract period and provide to the Secretary of State on a six-monthly basis, a Cyber Assessment Framework update on the relevant risks and mitigations including reference to threats anticipated to arise over the following eighteen (18) month period. The Operator shall discuss the Cyber Assessment Framework and provide updates as reasonably required by the Secretary of State.</p> <p>4.2 In carrying out its obligations at paragraph 4.1, the Operator shall engage with the Cyber Compliance Team in relation to the Cyber Improvement Plan, that has been produced based upon a Cyber Assessment Framework that highlights the key systems which are at risk from cyber security breaches and which captures the mitigation plans that are being put in place to manage those risks and meet the requirements set out within the Network and Information Systems Regulations 2018.</p> <p>4.3 For the purposes of this Business Plan Commitment:</p> <p>(a) “<b>Cyber Assessment Framework</b>” means a document in respect of cyber security, highlighting key systems at risk with reference to the Network and Information Systems Regulations 2018;</p> <p>(b) “<b>Cyber Compliance Team</b>” means the team responsible for carrying out the roles and responsibilities of the Competent Authority (as designated under and for the purposes of the Network and Information Systems Regulations 2018) on behalf of the Secretary of State; and</p> <p>(c) “<b>Cyber Improvement Plan</b>” means a plan agreed between the Operator and DfT "Cyber Compliance Team" inspector in</p>

<sup>3</sup> 30 June 2023 (Date of Redactions Approval) - CR03972 Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

	<p>respect of the cyber security improvement and mitigation plans that are being put in place to mitigate the cyber security risks over the following 18 months, as identified through the Cyber Assessment Framework, with reference to the Network and Information Systems Regulations 2018.</p> <p>5. <b>Safeguarding Strategy</b></p> <p>By no later than 31 July 2023, the Operator shall obtain and thereafter maintain for the duration of the Contract Period, the Safeguarding on Rail Scheme accreditation standard in accordance with paragraph 4 (Safeguarding Strategy) of Chapter 1.2 (Strategies and Plans) of the Contract.</p>
<p><b>Data Transparency</b></p>	<p>6. <b>Open Data Champion</b></p> <p>Throughout the second contract year, the Operator shall ensure one Business Employee of an appropriate grade is nominated to be an “<b>Open Data Champion</b>” responsible for leading the Operator’s approach to data sharing and driving forward open data objectives in the Operator’s business.</p> <p>7. <b>Cross-Industry Data Sharing</b></p> <p>7.1 The Operator shall continue to support the implementation of the Rail Delivery Group’s Rail Data Marketplace project.</p> <p>7.2 Within six months of the implementation of the Rail Data Marketplace, but in any event no later than 31 March 2024, the Operator shall submit to the Secretary of State a report which identifies and appraises options for data sources held by it or on its behalf which could, subject to affordability, be published as open data in order to make such data available to passengers including through the Rail Delivery Group’s Rail Data Marketplace when opening its data.</p>

**Part 2: People**

<b>Commitment Name</b>	<b>Business Plan Commitments</b>
<p><b>Employee Engagement</b></p>	<p>8. <b>Employee Engagement</b></p> <p>8.1 The Operator shall proactively establish initiatives that promote and increase levels of employee engagement (as monitored through the relevant Business Plan KPIs) including:</p> <ul style="list-style-type: none"> <li>(a) holding a minimum of two senior leadership forums in the second Contract Year providing senior leaders with the opportunity to collaborate and share best practice;</li> <li>(b) maintaining the Team Charters that were introduced in the first Contract Year that set out the accountabilities and responsibilities of each directorate team including as to collaboration, the management of internal and external relationships, innovation and improvement;</li> <li>(c) holding monthly management ‘Q&amp;A’ forums between managers and the Operator’s executive leadership team to</li> </ul>

Commitment Name	Business Plan Commitments
	<p>provide channels of communication between different levels of management; and</p> <p>(d) maintaining an award scheme to reward employees who demonstrate innovation in their roles.</p> <p>9. <b>Driver Training Academy</b></p> <p>By no later than 31 January 2024, the Operator shall provide an update report on the progress achieved in implementing the TD Academy Plan (developed under the Previous Agreement) in accordance with its terms. The progress report shall provide an update on the progress achieved by the Operator in delivering the TD Academy Plan (as measured against the deliverables and milestones set out in the plan) together with any other information, evidence or data relevant to the implementation of the plan as the Secretary of State may request at least three months prior to the relevant report submission date (as specified in this paragraph 9).</p>
<p><b>Culture, Inclusion and Diversity</b></p>	<p>10. <b>Culture, Inclusion and Diversity</b></p> <p>10.1 By no later than [REDACTED<sup>4</sup>] the Operator shall:</p> <ul style="list-style-type: none"> <li>a) implement a mandatory Diversity and Inclusion e-learning training module that will provide employees with a foundation knowledge of the Equality Act 2010 and the legal obligations under this in relation to discrimination, harassment and victimisation;</li> <li>b) Ensure the training module described in paragraph (a) above, is delivered to all new entrants who shall complete the module as part of their induction; and</li> </ul> <p>10.2 By no later than [REDACTED<sup>5</sup>] the Operator shall:</p> <ul style="list-style-type: none"> <li>c) In addition to those employees described in paragraph (b) above, deliver this training to at least 10% of its existing workforce.</li> </ul>

**Part 3: Collaboration**

<p><b>Network Rail Joint Initiatives</b></p>	<p>11. <b>Network Rail Joint Initiatives</b></p> <p>11.1 The Operator shall collaborate with Network Rail to identify and implement joint initiatives. Such initiatives shall include the following:</p>
--	--

<sup>4</sup> 30 June 2023 (Date of Redactions Approval) - CR03972 Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>5</sup> 30 June 2023 (Date of Redactions Approval) - CR03972 Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

	<ul style="list-style-type: none"> <li>(a) opportunities for the Operator and Network Rail to share accommodation and facilities in order to reduce costs and promote a collaborative culture;</li> <li>(b) opportunities to further strengthen the joint approach to the planning and implementation of infrastructure works to minimise the impact of those works on passengers;</li> <li>(c) opportunities to further strengthen joint-working initiatives at the Three Bridges Rail Operating Centre, with the objective of improving responsiveness to incidents, including improving (i) communication with passengers and railway employees; and (ii) service recovery;</li> <li>(d) opportunities for the Operator to deliver projects on behalf of Network Rail where this could reduce whole industry costs;</li> <li>(e) opportunities for the Operator to deliver landlord responsibilities on behalf of Network Rail where this could reduce whole industry costs; and</li> <li>(f) opportunities to work with Network Rail to undertake preparatory work relating to ETCS such as train fitment and driver training plans.</li> </ul> <p>11.2 By no later than 31 January 2024, the Operator shall deliver a report to the Secretary of State detailing the proposals identified, the progress made towards implementing these proposals, and the benefits realised.</p>
<p><b>Facilitating Safe Engineering Access</b></p>	<p>12. <b>Safety and Engineering Access</b></p> <p>12.1 The Operator shall consider all reasonable requests from Network Rail to revise the Timetable to allow Network Rail to undertake more maintenance where such requests have minimal impact on passengers.</p> <p>12.2 The Operator shall use all reasonable endeavours to work with Network Rail to identify and implement opportunities to increase the working time of the Network Rail teams in possessions, being mindful of the impact to passengers.</p>
<p><b>Policing Partnership</b></p>	<p>13. <b>Stronger Policing Partnership</b></p> <p>The Operator shall collaborate and engage with British Transport Police to maintain the ‘Stronger Policing Partnership’ model and by no later than 28 February 2024, the Operator shall provide a report detailing the progress made in delivering the shared objectives agreed during the first Contract Year for reducing crime, addressing security risks and combatting anti-social behaviour.</p>
<p><b>Collaborative Business Relationship Management</b></p>	<p>14. <b>Brent Cross West</b></p> <p>The Operator shall collaborate with London Borough of Barnet, Network Rail and other relevant parties to support the safe operational introduction of Brent Cross West station.</p> <p>15. <b>London &amp; Continental Railways Collaboration</b></p>

	<p>The Operator shall proactively engage, collaborate and support London &amp; Continental Railways in its development or delivery of its property schemes.</p> <p>16. <b>Luton and Gatwick Airports Collaboration</b></p> <p>The Operator shall collaborate and engage with the operators of Luton Airport and Gatwick Airport in developing, and supporting the implementation of, strategies to increase rail modal share of journeys to and from those airports.</p>
--	--

**Part 4: Train Operations**

<p><b>Timetable Development</b></p>	<p>17. <b>Industry Efficiency in Service Planning</b></p> <p>17.1 The Operator shall collaborate and engage with the Secretary of State, Network Rail and other relevant industry partners to support the development and assessment of proposals to increase efficiency in service planning, in particular in light of the changes to demand for passenger rail services. Specifically, the Operator shall:</p> <ul style="list-style-type: none"> <li>(a) ensure appropriate attendance at meetings organised and facilitated by the Secretary of State for the purposes specified in this paragraph 17.1; and</li> <li>(b) provide timely and relevant information as reasonably requested by the Secretary of State at the meetings specified in paragraph 17.1(a) or as may be reasonably requested by the Secretary of State for the purposes specified in this paragraph 17.1.</li> </ul> <p>18. <b>Thameslink Timetable Optimisation</b></p> <p>The Operator acknowledges that Thameslink services are expected to be developed further in future years and accordingly the Operator shall collaborate and engage with the Secretary of State, Network Rail and other relevant industry partners in order to maximise the realisation of benefits associated with the Thameslink Programme.</p> <p>19. <b>East Coast Timetable Development</b></p> <p>The Operator shall collaborate and engage with Network Rail and other relevant industry partners (including passenger and freight train operators and the ORR), including by participating in the relevant Event Steering Group, in order to establish a robust recast of the East Coast Mainline timetable.</p> <p>20. <b>New Infrastructure including East-West Rail Scheme</b></p> <p>The Operator shall collaborate and engage with Network Rail, TfL and other relevant industry partners (including passenger and freight train operators and the ORR) in order to develop working timetable options for any proposed new railway infrastructure which in any way inter-connects with or is otherwise relevant to the Routes and which is at any stage of development and/or delivery during the Contract Term, such new railway infrastructure to include the East-West Rail Scheme.</p>
-------------------------------------	---

<p><b>Timetable Delivery</b></p>	<p>21. <b>Joint Performance Plans</b></p> <p>21.1 By 1 April 2023, the Operator shall fully and effectively cooperate with Network Rail in relation to the agreement, development and implementation of joint performance improvement initiatives (“the <b>One Plan</b>”) to achieve the performance targets for 2023/24 as set out in the Network Rail Scorecard</p> <p>21.2 On a Quarterly basis, the Operator shall deliver to the Secretary of State a report that includes:</p> <ul style="list-style-type: none"> <li>(a) the work undertaken in relation to the One Plan referred to in paragraph 21.1 during that Quarter;</li> <li>(b) a review of the performance improvement activities that have been implemented with an estimate and/or assessment of their effectiveness; and</li> </ul> <p>a summary of Significant Customer Incident Impact Reviews (SCIIR) or equivalent undertaken in the quarter and the key actions and learnings that were agreed.</p>
<p><b>Robustness and Efficiencies in Train Operations</b></p>	<p>22. <b>Operational resilience</b></p> <p>Unless otherwise directed by the Secretary of State, the Operator shall maintain a reasonable level of contingency resources, utilising those Business Employees in management or administration roles capable of undertaking the operational roles of conductor staff, on-board supervisor staff or dispatch staff (or such other roles as the Secretary of State may agree from time to time). Such contingency resources shall be deployed by the Operator, as required: (i) to support the operation of the Passenger Services in accordance with the Timetable; or (ii) during periods of significant Business Employee absence, to minimise the impact on the Operator’s ability to operate the Passenger Services.</p> <p>23. <b>Operational Improvement Programme</b></p> <p>23.1 The Operator shall continue to implement the programme established in the first Contract Year (the “<b>Operational Improvement Programme</b>”) to deliver improvements to the availability and deployment of train crew in order to reduce train crew absences and to mitigate the impact of such absences on the Passenger Services.</p> <p>23.2 Within 10 Weekdays of the end of each Reporting Period, the Operator shall produce and deliver a report to the Secretary of State which shall provide:</p> <ul style="list-style-type: none"> <li>(a) an update on the Operator’s progress in implementing the Operational Improvement Programme; and</li> <li>(b) an assessment of efficiency in train crew deployment by reference to reasonable and appropriate metrics of availability and utilisation.</li> </ul>



	23.3	[REDACTED <sup>6</sup> ]
	23.4	For the purposes of this paragraph 23, “ <b>Operational Improvement Programme</b> ” means the programme implemented by the Operator to deliver the plans developed in the first Contract Year which were referred to as the Operational Improvement Programme and the Train Crew Efficiencies Plan.
	23.5	[REDACTED <sup>7</sup> ]
<b>Fleet Engineering</b>	24.	<b>Fleet Management</b>
	24.1	The Operator shall by no later than 5 May 2023, and four weekly thereafter, prepare and deliver to the Secretary of State an update on the future fleet strategy in the context of returning demand. As a minimum this update shall include progress made on agreed fleet initiatives and identification of emerging risks and opportunities.
	24.2	Where risks or opportunities are identified in accordance with paragraph 24.1, the Operator shall engage with the Secretary of State to manage these in the best interests of passengers and taxpayers.
<b>Fleet Procurement</b>	25.	<b>Fleet Procurement</b>
	25.1	The Operator shall conduct a competitive process for the procurement of no fewer than 21 units (84 vehicles), up to a maximum of 30 units (120 vehicles), by commencing with the issue of a prior information notice (PIN) by no later than [REDACTED <sup>8</sup> ] that would enable the units to become part of the Operator’s train fleet by no later than [REDACTED <sup>9</sup> ]
	25.2	By no later than [REDACTED <sup>10</sup> ] the Operator shall submit a report to the Secretary of State detailing the outcomes of the procurement activity detailed in paragraph 25.1, and including the Operator’s recommended option; and
	25.3	GTR will provide progress updates against this paragraph 25.1, at the periodic train service development meeting attended by representatives of the Secretary of State and the Operator.
<b>Cambridge Depot</b>	26.	<b>Cambridge Depot Enhancement Works</b>
		The Operator shall complete any outstanding works at Cambridge Depot in a timely and efficient manner and shall continue to

<sup>6</sup> 30 June 2023 (Date of Redactions Approval) - CR03972 Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>7</sup> 30 June 2023 (Date of Redactions Approval) - CR03972 Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>8</sup> 30 June 2023 (Date of Redactions Approval) - CR03972 Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>9</sup> 30 June 2023 (Date of Redactions Approval) - CR03972 Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>10</sup> 30 June 2023 (Date of Redactions Approval) - CR03972 Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

	collaborate with the Secretary of State and other relevant industry parties in doing so. These outstanding works are as agreed through the Change Control process at the Anglia Programme Board in June 2022 and January 2023, and are outlined in papers relating to Tranche 4 Infrastructure works – Cambridge Central Stabling.
--	--

**Part 5: Customer Experience and Communities**

<b>Customer Experience</b>	<p>27. <b>Smarter Information, Smarter Journey</b></p> <p>The Operator shall proactively participate in and support the progression of the rail industry’s ‘Smarter Information, Smarter Journey’ programme.</p> <p>28. <b>Yield Management Solution &amp; Fares Development</b></p> <p>28.1 By no later than [REDACTED<sup>11</sup>] the Operator shall implement a yield management software solution that will enable an increase in passenger demand and revenue; and</p> <p>28.2 By no later than [REDACTED<sup>12</sup>] the Operator shall submit a report to the Secretary of State that explains how the solution described in paragraph 28.1 is being used by the Operator to increase demand and incremental revenue, including details of any realised benefits since its implementation.</p>
<b>Station Improvement Fund (SIF)</b>	<p>29. <b>Station Improvement Fund (SIF)</b></p> <p>29.1 The Operator acknowledges that the Cost Budget applicable to the second Contract Year includes a specified amount to fund improvement works at Stations that offer non-financial benefits (the “<b>Station Improvement Fund</b>” or “<b>SIF</b>”), such schemes to include:</p> <ul style="list-style-type: none"> <li>(a) customer experience improvements at Stations including improvements to physical comfort, accessibility, safety and security, real time and public transport information or ability to purchase tickets;</li> <li>(b) enhancing the role of Stations as facilitators of intermodal connectivity, including through the promotion of Active Travel funded schemes; and</li> <li>(c) improvements to the environmental sustainability of Stations.</li> </ul> <p>29.2 The Operator shall identify potential Station improvement schemes to be funded from the SIF during the second Contract Year including through:</p> <ul style="list-style-type: none"> <li>(a) analysis of feedback, insights, opinions and suggestions received from or expressed by customers, local communities</li> </ul>

<sup>11</sup> 30 June 2023 (Date of Redactions Approval) - CR03972 Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>12</sup> 30 June 2023 (Date of Redactions Approval) - CR03972 Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

	<p>and stakeholders in order to identify the needs and priorities of such groups at Stations; and</p> <p>(b) collaboration with Network Rail.</p> <p>29.3 By no later than 30 June 2023, the Operator shall provide to the Secretary of State a plan setting out the Station improvement schemes that the Operator proposes to undertake during the remainder of the second Contract Year which will be funded from the SIF and shall include:</p> <p>(a) a description of each of the improvement schemes proposed;</p> <p>(b) the timescales and costs to be incurred in delivering each scheme;</p> <p>(c) any possessions that might be required in order to deliver the scheme; and</p> <p>(d) risks identified by the Operator to the successful delivery of each scheme and the measures the Operator proposes to take to mitigate such risks,</p> <p>(the “<b>Station Improvement Plan</b>”).</p> <p>29.4 The Station Improvement Plan shall be developed by the Operator in consultation with the Secretary of State taking into account the maximum value of the SIF, the aims of the SIF as set out in paragraph 29.1 and the future needs of local communities and stakeholders as identified through the analysis referred to in paragraph 29.2. The Operator shall rank and prioritise the proposed schemes by reference to the schemes that will maximise the benefits derived from the available funding from the SIF.</p> <p>29.5 The Operator shall revise the Station Improvement Plan to reflect any comments received from the Secretary of State and, once approved by the Secretary of State, the Operator shall thereafter implement that plan in accordance with its terms.</p> <p>29.6 As part of the periodic report referred to in paragraph 5.1 (<i>Periodic Update Reports</i>) of Chapter 1.1 (<i>Organisation and Management</i>) of the Contract, the Operator shall provide updates to the Secretary of State as to the progress and the costs incurred in delivering the schemes contained in the Station Improvement Plan.</p> <p>29.7 The Secretary of State shall at any time be entitled to direct the Operator to revise the Station Improvement Plan (including to remove or revise schemes contained in the plan) following consultation with the Operator.</p>
<p><b>Customer and Community Improvements (CCI)</b></p>	<p>30. <b>Customer and Communities Improvement Schemes</b></p> <p>30.1 The Operator shall operate a scheme under which stakeholders and community groups can bid for funding for the development and implementation of local rail improvement schemes (“<b>Customer and Communities Improvement Programme</b>”). The Operator shall operate this scheme in accordance with the programme terms developed and agreed with the Secretary of State in the first Contract Year, such that the specified amount allocated to the scheme in the Cost Budget (or such other sum directed by the Secretary of State) for the</p>

	<p>second Contract Year is made available to successful bidders subject to agreement from the Secretary of State.</p> <p>30.2 By no later than 30 September, the Operator shall, in consultation with the Secretary of State, review and update the design of the Customer and Communities Improvement Programme to enable it to be run in such a way that recommended schemes could be taken forward in the third Contract Year.</p>
<b>One Team Stations</b>	<p>31. <b>One Team Stations</b></p> <p>The Operator shall continue to collaborate and engage with Network Rail and other relevant Train Operators to further the implementation of the 'One Team' approach at London King's Cross, London Bridge and London Victoria and by no later than 31 October 2023, shall submit to the Secretary of State a report outlining the progress made in furthering the 'One Team' approach at these Stations.</p>
<b>Communities and Stakeholders</b>	<p>32. <b>Social Value Report</b></p> <p>32.1 During the Contract Term, the Operator shall on an annual basis, produce and publish a social value report in such readily accessible formats as the Secretary of State may require which shall include:</p> <ul style="list-style-type: none"> <li>(a) an overview of the progress the Operator has made in delivering a positive social impact through the social value activities it has undertaken since the previous social value report;</li> <li>(b) an assessment of the Operator's performance against the "RSSB's Common Social Impact Framework"; and</li> <li>(c) the social value initiatives that the Operator intends to undertake in order to leave a positive and lasting impact on the local communities in the Geographical Area.</li> </ul> <p>33. <b>Annual Stakeholder Surveys</b></p> <p>33.1 By no later than [REDACTED]<sup>13</sup> the Operator shall survey not less than 100 Stakeholders to assess levels of satisfaction with the Operator's engagement and co-operation with those Stakeholders.</p> <p>33.2 Prior to undertaking such survey the Operator shall consult with the Secretary of State as to the formulation of the questions to be included in the survey and the identity of the Stakeholders who the Operator will invite to participate in the survey.</p> <p>33.3 Promptly following completion of the survey the Operator shall provide the results of the survey to the Secretary of State.</p> <p>34. <b>Station Social and Commercial Development Plan</b></p> <p>34.1 By no later than 30 September 2023, the Operator shall update and deliver to the Secretary of State a revised ten (10) year Station Social</p>

<sup>13</sup> 30 June 2023 (Date of Redactions Approval) - CR03972 Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

	<p>and Commercial Development Plan which shall continue to comply with the following minimum requirements:</p> <ul style="list-style-type: none"> <li>(a) identify schemes to develop currently redundant or under-utilised station buildings and facilities for use by community groups and social enterprise organisation or for commercial development including schemes which sustain and enhance the viability of existing facilities at Stations or lead to the development of new facilities including through appropriate sub leasing of station buildings;</li> <li>(b) appropriately reflect changed and developing circumstances to the extent relevant and appropriate;</li> <li>(c) appropriately reflect the outcome of the Operator’s consultations with stakeholders, customers and local communities in relation to concerns, issues, opportunities and risks relating to the Stations and priorities for investment;</li> <li>(d) effectively evaluate, prioritise and develop such schemes taking account of customer and community views expressed in the consultations undertaken by the Operator; and</li> <li>(e) provide for the implementation of schemes in accordance with a plan which allocates a priority between such schemes by reference to specified criteria and includes planned timescales for the delivery of relevant outputs from the second Contract Year.</li> </ul> <p>34.2 The Operator shall revise its Station Social and Commercial Development Plan to reflect any comments received from the Secretary of State in accordance with paragraph 3 of Chapter 7.7 (Business Plan) of the Contract.</p> <p>35. <b>Armed Forces Covenant</b></p> <p>Having become a signatory to the Armed Forces Covenant, the Operator shall achieve a Silver Award under the Defence Employer Recognition Scheme by no later than 30 September 2023, subject to the scheme being taken forwards by the Ministry of Defence.</p> <p>36. <b>Employability</b></p> <p>36.1 By no later than 31 March 2024, the Operator shall deliver two (2) vocational work programmes across the Geographical Area being:</p> <ul style="list-style-type: none"> <li>(a) one short vocational skills training and work experience course through the Prince’s Trust "Get Into" programme which offers potential employment to successful participants; and</li> <li>(b) one vocational programme which is: (i) equivalent to the Prince’s Trust “Get Into” programme; and (ii) delivered through an educational institution from the Geographical Area. Prior to delivering such programme the Operator shall consult with the Secretary of State as to appropriate vocational programmes that fulfil the requirements of this</li> </ul>
--	---

	paragraph (b) and shall only commence the delivery of the programme with the prior approval of the Secretary of State.
--	--

## Part 6: Accessibility

<b>Improving Customer Journeys</b>	<b>37. Minor Works Fund</b>
	37.1 Notwithstanding the provisions of paragraph 2 (Physical Alterations and Accessibility of Stations) to Chapter 5.3 (Accessibility and Inclusivity) of the Contract, the Operator shall establish a fund (with such expenditure limits as are identified in the applicable Costs Budget and Record of Assumptions) (“ <b>Minor Works Fund</b> ”) which the Operator shall, in accordance with this paragraph 37, expend in undertaking small scale physical alterations or additions at Stations (not involving substantial works of construction or reconstruction) in order to improve the accessibility of those Stations to Disabled Persons (“ <b>Minor Works Schemes</b> ”).
	37.2 By no later than 30 June 2023, the Operator shall submit to the Secretary of State a plan setting out those Minor Works Schemes which the Operator proposes to undertake during the second Contract Year using the Minor Works Fund, ensuring that the aggregate value of the proposed schemes shall not exceed the value of the Minor Works Fund. The Operator shall revise its plan to reflect any comments received from the Secretary of State and once approved by the Secretary of State shall thereafter implement that plan in accordance with its terms.
	37.3 The Secretary of State shall at any time be entitled to direct the Operator to revise the plan referred to in paragraph 37.2 (including to remove or revise schemes contained in the plan) following consultation with the Operator.
<b>Disability and Awareness Training</b>	<b>38. Inclusive Transport Leader Scheme</b>  By no later than 1 October 2023, the Operator shall submit an application for accreditation under the Secretary of State’s Inclusive Transport Leader.

## Part 7: Revenue Plan

<b>Marketing and Branding</b>	<b>39. Marketing Plan</b>
	39.1 Subject to the approval of the Secretary of State at the relevant Periodic Marketing Meeting, the Operator shall undertake the marketing activities set out in the Operator’s Marketing Plan in accordance with the plan (as amended from time to time) and in so doing shall not expend more than the expenditure limits approved for each such marketing activity.
	39.2 To enable the Secretary of State to make an informed decision, requests for approval under paragraph 39.1 shall include details on proposed spend, the timings of the proposed campaigns and projected returns on investment. The Secretary of State will aim to respond to all such requests within 10 working days.
	39.3 The Operator shall use all reasonable endeavours to engage effectively with and support rail industry revenue recovery initiatives. The Parties acknowledge and agree that the expenditure limits specified in the

	<p>Marketing Plan includes funding associated with the performance by the Operator of its obligations under this paragraph 39.3 and, accordingly, the expenditure limits specified in the Marketing Plan shall also apply to this paragraph 39.339.2.</p> <p>39.4 The Operator shall at each Periodic Marketing Meeting:</p> <ul style="list-style-type: none"> <li>a) report on actions in relation to the delivery of its Marketing Plan taken since the Start Date or the last such meeting as the case may be and the expenditure actually incurred in relation to such actions.</li> <li>b) provide details as listed within paragraph 39.2 in respect of proposed spend on seasonal campaigns as set out in the Operators marketing plan, wherever possible providing early sight of emerging proposals for seasonal campaigns.</li> </ul> <p>39.5 For the purposes of this paragraph “<b>Marketing Plan</b>” shall mean the Operator’s plan (as approved by the Secretary of State) setting out the marketing activities that the Operator will undertake during the second Contract Year, including marketing activity supporting the Great British Railways transitional arrangements, together with specified expenditure limits applicable to each such marketing activity.</p> <p>40. <b>National Approach to Branding</b></p> <p>The Operator shall co-operate with the Secretary of State in supporting the development and implementation of any new national approach to branding associated with the operation of railways in Great Britain as the Secretary of State may specify. Without prejudice to the generality of the foregoing, the Operator shall provide such information as the Secretary of State may request regarding the Operator’s existing branded assets.</p>
<p><b>Revenue Protection and Ticketless Travel</b></p>	<p>41. <b>Revenue Protection Plan</b></p> <p>41.1 By no later than 31 May 2023, and on an annual basis thereafter the Operator shall deliver to the Secretary of State its strategy for protecting revenues during the Contract Term, including by reducing ticketless travel (“<b>Revenue Protection Plan</b>”). Such plan shall set out the Operator’s approach to dealing with fare evasion both at Stations and on the Passenger Services and the steps the Operator will implement to counter new and evolving methods of fare evasion.</p> <p>41.2 The Operator shall revise its Revenue Protection Plan to reflect any comments received from the Secretary of State and once approved by the Secretary of State will thereafter implement the Revenue Protection Plan in accordance with its terms.</p>

**Part 8: Environment and Sustainability**

<p><b>Environmental Impact</b></p>	<p>42. <b>Decarbonisation Roadmap</b></p> <p>42.1 By no later than 31 March 2024, the Operator shall, working in collaboration with Network Rail, submit to the Secretary of State an updated decarbonisation roadmap which shall include as a minimum:</p>
------------------------------------	---



	<p>(a) the progress made in relation to the long-term pathway towards total decarbonisation of both traction and non-traction energy by 2050; and</p> <p>(b) a full set of milestones and validated science-based targets to be achieved by the Operator within the Contract Term.</p>
43.	<p><b>Air Quality</b></p> <p>The Operator shall, by no later than 31 March 2024, submit a report to the Secretary of State that identifies specific options that could, if implemented, reduce air quality emissions from existing diesel-powered rolling stock fleets.</p>
44.	<p><b>Procurement of Waste Management Contracts</b></p>
44.1	<p>The Operator shall, by no later than [REDACTED<sup>14</sup>] deliver to the Secretary of State a progress update in relation to the Operator’s plan to procure new waste management contracts to replace those waste management contracts in existence as at the date of this Contract and which will expire or which terminate during the Contract Term. Such new waste management contracts will require the contractors to achieve recycling targets that support the Operator’s commitment to recycle 80% of all waste (that it is responsible for collecting and disposing of) by [REDACTED<sup>15</sup>]</p>
44.2	<p>The Operator shall, by no later than [REDACTED<sup>16</sup>] submit a report to the Secretary of State setting out the options for the procurement of new waste management contracts, identified through the tender process, with a clear recommendation from the Operator.</p>
45.	<p><b>Renewable Energy</b></p>
45.1	<p>The Operator shall work collaboratively with Network Rail to identify viable renewable energy schemes at Stations and Depots.</p>
45.2	<p>The Operator shall prepare a report setting out the outcomes of the review with Network Rail and the potential renewable energy schemes identified through the review. The Operator shall deliver the report to the Secretary of State by no later than 15 December 2023.</p>
46.	<p><b>Electric/ Hybrid Vehicles</b></p> <p>By no later than [REDACTED<sup>17</sup>] the Operator shall submit to the Secretary of State a report detailing the progress made in delivering the plan to replace the entire fleet of the petrol / diesel road vehicles with</p>

<sup>14</sup> 30 June 2023 (Date of Redactions Approval) - CR03972 Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>15</sup> 30 June 2023 (Date of Redactions Approval) - CR03972 Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>16</sup> 30 June 2023 (Date of Redactions Approval) - CR03972 Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>17</sup> 30 June 2023 (Date of Redactions Approval) - CR03972 Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.



	<p>electric or hybrid models by no later than the [REDACTED<sup>18</sup>] or such later date as the Secretary of State may agree.</p> <p>47. <b>Water Meters</b></p> <p>By no later than [REDACTED<sup>19</sup>] the Operator shall, using all reasonable endeavours and in collaboration with its water suppliers, install 24 new automatic meter reading water meter devices at water supply locations across its estate where such meter reading devices were not previously fitted or need replacing. The Operator shall ensure that it targets locations that would deliver the greatest benefit in relation to monitoring water usage.</p> <p>48. <b>Automatic Meter Reading (Gas and Electric)</b></p> <p>48.1 By [REDACTED<sup>20</sup>] the Operator shall, using all reasonable endeavours and in collaboration with its electricity and gas suppliers, ensure that all Relevant Utility Meters (measuring non-traction energy consumption) are automatic meter reading meters. For the purposes of this paragraph 48, “<b>Relevant Utility Meters</b>” means together all gas and electric meters across the Operator’s estate.</p> <p>48.2 The Operator shall provide to the Secretary of State a list of any Relevant Utility Meters that have not been replaced pursuant to paragraph 48.1, with an explanation of why such meters have not been replaced, by [REDACTED<sup>21</sup>]</p> <p>49. <b>Enhancing biodiversity</b></p> <p>49.1 The Operator shall throughout the Contract Term work to enhance biodiversity on land under the control of the Operator including at Stations and Depots by fully and effectively collaborating with local wildlife trusts operating in the Geographical Area and developing and implementing biodiversity monitoring and improvement projects which shall be specified in the Operator's annual biodiversity plans and delivered in accordance with such plans.</p> <p>49.2 By no later than 31 March 2024, and on an annual basis thereafter by 31 March in each Contract Year, the Operator shall produce and provide a report to the Secretary of State which details the steps and/or the actions it has taken to comply with its obligations in paragraph 49.2.</p> <p>50. <b>Noise</b></p> <p>The Operator shall develop a strategy for the management of environmental noise and provide such strategy to the Secretary of</p>
--	--

<sup>18</sup> 30 June 2023 (Date of Redactions Approval) - CR03972 Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>19</sup> 30 June 2023 (Date of Redactions Approval) - CR03972 Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>20</sup> 30 June 2023 (Date of Redactions Approval) - CR03972 Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>21</sup> 30 June 2023 (Date of Redactions Approval) - CR03972 Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

	<p>State by no later than 30 November 2023. The strategy shall cover the Operator’s train services and stations within the Network Rail Southern Region. The Operator shall work collaboratively with RSSB, Network Rail and other relevant Train Operators within the Network Rail Southern Region in developing this strategy and shall ensure the strategy sets out a methodology for identifying ownership of environmental noise across Network Rail and relevant Train Operators within the Network Rail Southern Region. It shall also include a process for actioning environmental noise complaints through the relevant owner.</p>
--	--

**Part 9: East Coast Digital Programme**

<b>Digital Rail</b>	51.	<p><b>European Rail Traffic Management System</b></p>
	51.1	<p>In order to ensure the timely, efficient and cost effective development and implementation of the ERTMS Programme, the Operator shall:</p> <ul style="list-style-type: none"> <li>(a) engage fully and effectively with the Secretary of State and Network Rail, rolling stock owners and other relevant third parties, in the implementation of the East Coast Digital Programme (“<b>ECDP</b>”) (being the programme for implementing the ERTMS Programme on the East Coast Main Line), including by: <ul style="list-style-type: none"> <li>(i) developing and delivering driver training programmes;</li> <li>(ii) developing and delivering training for all other employees of the Operator who are impacted by the ECDP;</li> <li>(iii) obtaining approvals and consents that may be required for fitment of relevant equipment to rolling stocks vehicles;</li> <li>(iv) installation, testing and commissioning of relevant equipment in accordance with the requirements and timelines specified by the ECDP; and</li> </ul> </li> <li>(b) act collaboratively in supporting the wider introduction of the ERTMS Programme, including: <ul style="list-style-type: none"> <li>(i) sharing equipment designs for first in class units with other Train Operators and rolling stock owners;</li> <li>(ii) sharing training materials with relevant stakeholders and other Train Operators; and</li> <li>(iii) co-operating with relevant stakeholders on the introduction of a ‘Defect Recording Analysis and Corrective Action System’, including by providing full access to relevant real-time data.</li> </ul> </li> </ul>
	51.2	<p>For the purposes of this paragraph “<b>ERTMS Programme</b>” means the Network Rail cross rail industry programme for delivering the</p>

	national implementation of the European Rail Traffic Management System.
--	---