

Business Plan Commitments

No.	Plan ref.	Purpose/benefit	Commitment
1.	Business Continuity Planning (1A)	Delivery of ISO23001:2012 compliance in relation to Business Continuity Planning, in recognition that compliance with this standard was not a requirement of the Previous Agreement	<p>Business Continuity Planning</p> <p>1 Paragraph 2.1 of Chapter 1.2 of this Contract shall not apply and the objectives of that paragraph shall instead be delivered by the Operator in accordance with this Business Plan Commitment.</p> <p>2 The Parties acknowledge that under the Previous Agreement, whilst the Operator was required to have a written business continuity plan in place in respect of the Rail Services and the people, facilities and assets used to provide them (the "Prior Agreement BCP"), there was no requirement under the Previous Agreement for that Prior Agreement BCP to be consistent with the requirements of ISO 22301:2012 (and the Prior Agreement BCP shall apply to this Contract until amended in accordance with this Business Plan Commitment). Accordingly:</p> <p>(a) on or before, [REDACTED¹], the Operator shall undertake an audit of the Prior Agreement BCP against the requirements of ISO 22301:2012 (the "BCP Audit");</p> <p>(b) the Operator shall consider the outcome of the BCP Audit and, on or before [REDACTED²], shall share with the Secretary of State the outcome of the BCP Audit, together with the amendments the Operator considers are reasonably required to the Prior Agreement BCP, to ensure the Prior Agreement BCP becomes consistent with the requirements of ISO 22301:2012 (the "PA BCP Amendments");</p> <p>(c) if the Operator reasonably considers that any PA BCP Amendment will require it to incur additional cost not provided for in the Cost Budget for the initial Contract Year, at the same time as submitting to the Secretary of State the information specified in paragraph 2(b), the Operator shall also submit a proposal to amend the Cost Budget for the initial Contract Year by an amount equal to such additional cost (the "BCP Change Proposal");</p>

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			<p>(d) the Parties (working collaboratively and each acting reasonably) shall seek to agree the PA BCP Amendments and the Prior Agreement BCP (as amended by the agreed PA BCP Amendments) shall thereafter be the Business Continuity Plan for the purposes of this Contract.</p> <p>3 Part 1 of the general provisions under the heading "Business Plan Components" shall apply to this Business Plan Commitment.</p>
2.	Annex to Plan 1A - Changes to headcount	Deployment of revised organisational structure to deliver the requirements of the Contract	<p>Staffing and organisation</p> <p>1 On or before [REDACTED³] the Operator shall:</p> <p>(a) review the Operator's internal organisational structure as at the expiry of the Previous Agreement and compare it against the Operator's proposed internal organisational structure as part of the Business Plan and Cost Budget for the first Contract Year (the "Org Structure Review");</p> <p>(b) taking into account the Org Structure Review, develop and share with the Secretary of State a proposal setting out how the Operator intends to migrate to its proposed internal organisational structure as part of the Business Plan and Cost Budget for the first Contract Year (the "Org Migration Proposal");</p> <p>(c) take into account any reasonable representations of the Secretary of State in relation to the Org Migration Proposal (provided those representations are made by the end of Reporting Period following the Reporting Period in which the Org Migration Proposal is submitted to the Secretary of State); and</p>

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			<p>(d) implement the Org Migration Proposal (as amended to reflect any reasonable representations of the Secretary of State that the Operator, acting as a Good and Efficient Operator, has taken into account) in accordance with its terms.</p> <p>2 Part 1 of the general provisions under the heading "Business Plan Components" shall apply to this Business Plan Commitment.</p>						
		<p>The new roles have been identified in order to deliver the requirements of the NRC. These roles ensure the Operator will have the appropriately skilled individuals with the bandwidth to deliver our commitments in the relevant NRC area. This bandwidth does not exist in the organisation today.</p>	<p>1 On or before the date specified in Column C of the table below, the Operator shall use all reasonable endeavours in accordance with paragraph 2 to procure that appropriately qualified persons are engaged as Business Employees in the positions set out in Column A of the following table with the corresponding responsibilities set out in Column B of such table:</p> <table border="1" data-bbox="853 703 2040 968"> <thead> <tr> <th data-bbox="853 703 1111 767">Column A (Role)</th> <th data-bbox="1111 703 1509 767">Column B (Responsibilities)</th> <th data-bbox="1509 703 2040 767">Column C (Deliver By Date)</th> </tr> </thead> <tbody> <tr> <td data-bbox="853 767 1111 968">Business Improvement Manager</td> <td data-bbox="1111 767 1509 968">Having oversight of the Operator's business as a whole and identifying areas for continuous improvement and efficiency.</td> <td data-bbox="1509 767 2040 968">The last day of Reporting Period [REDACTED⁴] in Contract Year [REDACTED⁵].</td> </tr> </tbody> </table>	Column A (Role)	Column B (Responsibilities)	Column C (Deliver By Date)	Business Improvement Manager	Having oversight of the Operator's business as a whole and identifying areas for continuous improvement and efficiency.	The last day of Reporting Period [REDACTED ⁴] in Contract Year [REDACTED ⁵].
Column A (Role)	Column B (Responsibilities)	Column C (Deliver By Date)							
Business Improvement Manager	Having oversight of the Operator's business as a whole and identifying areas for continuous improvement and efficiency.	The last day of Reporting Period [REDACTED ⁴] in Contract Year [REDACTED ⁵].							

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			3rd Line Support Infrastructure Engineer	Providing additional support to the Operator's existing IT team to enable resource within such existing team to be released to manage the Operator's implementation of technology change.	The last day of Reporting Period [REDACTED ⁶] in Contract Year [REDACTED ⁷].
			Procurement Manager (Supply Chain)	Providing contract management expertise and responsible for deploying new policies such as sustainability principles, cost savings from contract renewals and ensuring variations to existing supply contracts are good value for money.	Within [REDACTED ⁸] Reporting Periods of [REDACTED ⁹]
			Business Contract Manager	Delivering good value for money through management of existing contracts and the renewal of	Within [REDACTED ¹⁰] Reporting Periods of [REDACTED ¹¹]

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				contracts across the Operator's business.	
			Finance Analyst (Data Strategy)	Responsible for analysis of primarily financial data and integration of data sets into analytical systems. Work closely with colleagues across the business.	The last day of Reporting Period [REDACTED ¹²] in Contract Year [REDACTED ¹³].
			Sustainability Manager	Coordinating, delivering and monitoring the Rail Industry Sustainable Development Principles (To be replaced with the Rail Sustainability Strategy post 2021), Social Values Tool and environmental and energy improvements.	The last day of Reporting Period [REDACTED ¹⁴] in Contract Year [REDACTED ¹⁵].
2			In using all reasonable endeavours under paragraph 1, the Parties acknowledge and agree that there may be a number of factors outside of the Operator's reasonable control which could reasonably be expected to have an impact on the Operator engaging appropriately qualified persons as Business Employees in the specified roles by the corresponding date specified in Column C of the table set out above (including, by way of illustrative examples only, candidates to whom an offer of an employment has been given withdrawing at a late stage and candidates with long notice		

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			<p>periods in their current employment). The Operator shall not contravene its obligation under paragraph 1 if the Operator does not engage appropriately qualified persons as Business Employees in the specified roles by the corresponding date specified in Column C of the table set out above for factors outside of the Operator's reasonable control (and accordingly no account shall be taken thereof in determining any element of the Performance Based Fee), provided that the Operator has kept the Secretary of State informed in a timely manner of any such factors outside of the reasonable control of the Operator that may prevent it from meeting the date specified in Column C of the table set out above and the Parties (acting reasonably) have considered alternative courses of action.</p>
3.	Leadership and management in 'One Railway' (1B)	The purpose of this commitment is to ensure that the Operator has a management population who are up-skilled to deliver the current and future franchise requirements.	<p>Leadership Development & Succession Planning</p> <p>1 The Operator shall, by</p> <p>2 [REDACTED¹⁶], submit to the Secretary of State a costed business case for a new management development training programme (the "Management Development Programme") for all members of the Operator's management team incorporating at least the following elements:</p> <ul style="list-style-type: none"> (a) any "upskilling" or additional training needs required to meet the future needs of this Contract and the rail industry such as agility, resilience and collaboration; (b) any other skills gap to deliver the requirements of this Contract which is identified by the Operator through management development appraisals; (c) the requirements of the rail industry sustainable development principles, being a set of principles which defines a railway where the stakeholders plan and work for long-term benefits around skills, technologies and whole-life costs (the "Rail Industry Sustainable Development Principles");

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			<p>(d) embedding expectations relating to collaboration and in particular the collaboration initiatives described in these Business Plan Commitments within the Operator's management team and techniques for embedding those throughout the Operator's organisation; and</p> <p>(e) any associated implementation costs required to meet the Operator's additional training needs or for the Operator to implement the Rail Industry Sustainable Development Principles, together with identifying a proposed supplier for the Management Development Programme, including the associated cost (the "Management Development Programme Business Case").</p> <p>3 Part 1 of the general provisions under the heading "Business Plan Components" shall apply to this Business Plan Commitment.</p>
4.	Modernising core IT business systems (1E)	The purpose of pursuing this objective is twofold. First, to ensure that End of Life ("EoL") equipment is replaced and the second that the Operator's IT offering can continue to meet the needs of the business during the Contract Term.	<p>Modernising Core IT Business Systems</p> <p>1. On or before [REDACTED¹⁷], the Operator shall prepare a business case for information technology upgrade works relating to the following areas of the Operator's business (the "IT Packages"): </p> <p>(a) moving to cloud solutions where appropriate;</p> <p>(b) replacing server hardware approaching end of life;</p> <p>(c) replacing its manual backup solution with a cloud-based managed solution;</p> <p>(d) improving cyber and information security, including improvement plans (firewall replacements, server upgrades, switch and server hardware replacements and external and internal vulnerability scanning); and</p> <p>(e) such other improvements as may be reasonably necessary to transition to a data-led organisation in line with the Operator's data strategy,</p>

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			<p>(the “IT Packages Business Case”), together with a proposed timetable for implementation of the IT Packages (the “IT Packages Programme”).</p> <p>2. Part 1 of the general provisions under the heading "Business Plan Components" shall apply to this Business Plan Commitment.</p>
5.	Switch and WiFi Replacement (1E)		<p>Switch and Wi-Fi Replacement</p> <p>1. On or before [REDACTED¹⁸] the Operator shall implement the following renewals and replacements of the Operator’s IT infrastructure which has reached its end of life:</p> <p>(a) replacing existing Station and corporate Wi-Fi infrastructure; and</p> <p>(b) replacing network switches across all Stations and sites,</p> <p>as described in more detail in the business case distributed by the Operator to Secretary of State on [REDACTED¹⁹] (the "Switch and WiFi Replacement").</p> <p>2. The Parties acknowledge and agree the timetable for the implementation of the Switch and WiFi Replacement has commenced and is being carried out in accordance with the timeline below:</p> <p>(a) capital expenditure for the Switch and WiFi Replacement approved by the Operator's business development board on [REDACTED²⁰];</p>

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			<ul style="list-style-type: none"> (b) approval by the Secretary of State on [REDACTED²¹]; (c) CenturyLink extension for WiFi support: [REDACTED²²]; (d) XMA & Telent technical review and sign off: [REDACTED²³]; (e) roll out of new access points and switches across all sites: [REDACTED²⁴]; (f) project closure: [REDACTED²⁵]. <p>3. The Operator shall use reasonable endeavours to ensure that the following benefits are secured through the delivery of the Switch and WiFi Replacement:</p> <ul style="list-style-type: none"> (a) passenger experience: improved customer WiFi and improved NRPS and Wavelength scores in respect of WiFi; (b) improved cyber security; and (c) reduced operating expenditure (as compared to the operating expenditure incurred under the equivalent arrangements with CenturyLink under the Previous Agreement) across all Stations and sites in respect of the infrastructure replaced, with further reductions in operating expenditure resulting from WiFi changes on Rolling Stock.

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6.	Quality Management Systems and Maturity Models (1F)	<p>QMS and industry Maturity models will provide structured approaches to continuous improvement. The new Business Improvement Manager will be able to coordinate gap-analysis work and self-assessments during year 1 and prepare and price action plans for year 2, subject to agreement. Aiming to have clear plans and self assessments complete by 31 October 2021 will allow time for approvals and inclusion in the Yr 2 budget, but this assumes a 1st April start and the inclusion of the Business Improvement Manager.</p> <p>EFQM is a recognised Business Excellence framework, that supports continuous improvement across all aspects of the</p>	<p>External Accreditations</p> <p>EFQM Accreditation</p> <p>1 As at the Start Date, the Operator’s existing European Foundation for Quality Management Accreditation (“EFQM Accreditation”) has lapsed.</p> <p>2 The Operator shall, on or before [REDACTED²⁶], prepare a draft action plan (the “EFQM Action Plan”), together with a business case outlining the benefits, costs, resources and approval timescales required for the Operator to secure EFQM Accreditation on or before [REDACTED²⁷] (the “EFQM Accreditation Business Case”).</p> <p>3 Part 1 of the general provisions under the heading "Business Plan Components" shall apply to this Business Plan Commitment.</p> <p>RM3P</p> <p>1 On or before the Start Date, the Operator commenced work on an RM3P self-assessment in conjunction with Network Rail (the “RM3P Assessment”).</p> <p>2 The Operator shall, on or before [REDACTED²⁸], use its reasonable endeavours to complete the RM3P Assessment (including using reasonable endeavours to procure that Network Rail takes the required steps to complete the RM3P Assessment).</p> <p>3 Following the completion of the RM3P Assessment, the Operator shall, by no later than 3 months following the date of completion of the RM3P Assessment, submit an action plan (the “RM3P Action Plan”) to the Secretary of State detailing the results of the RM3P assessment and specific proposals relating to the implementation of the RM3P Action Plan during the Contract Year</p>

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		<p>business. the Operator’s accreditation has lapsed, so re accreditation would require a gap analysis and resulting Action Plan prior to any formal assessment taking place. Future costs are likely to be incurred through the action plan and the external assessment.</p> <p>RM3P is now providing the industry with a maturity model specifically relating to train service performance. It is still relatively early in its evolution, but the Operator has already begun a joint self assessment with Network Rail and this BPC will ensure the Operator is committed to adopting the approach and providing an action plan, with the ability to agree the costs of implementation the action plan in-life from Year 2.</p> <p>The CEMM has yet to be scoped, and therefore it is too early to include the costs of doing so, but this does</p>	<p>immediately succeeding the first Contract Year, together with a business case outlining the benefits, costs and resources required for the Operator to achieve RM3P implementation (the “RM3P Business Case”).</p> <p>4 Part 1 of the general provisions under the heading "Business Plan Components" shall apply to this Business Plan Commitment.</p> <p>Customer Experience Maturity Model</p> <p>1 The Operator shall collaborate with the Secretary of State in the development and implementation of an industry wide customer experience maturity model.</p>

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		commit the Operator to providing the Secretary of State with a business case for implementation.	
7.	Financial Management (1G)	The objective of this Business Plan Commitment is to deliver costs savings through the procurement of the Procurement Manager and a Business contract Manager and ensure that the Operator's business is aligned with the financial management requirements of the National Rail Contract, including in relation to overseeing the Cost Budget and Cost Budget Change Management process.	<p>Cost Budget and Cost Budget Change Management</p> <p>1 The Operator shall, within 3 Reporting Periods of the Start Date, prepare and submit to the Secretary of State a detailed business case (the “Business Planning Business Case”) to obtain the additional business planning management resource and personnel required to oversee the Cost Budget and Cost Budget Change Management process (the “Business Change Enhancements”), such additional resources to include:</p> <ul style="list-style-type: none"> (a) additional personnel in the roles of Business Planning Managers (as stated in the Annex to Plan 1A of the Strategic Plan) and/or finance personnel which roles may include managing adjustments to the Business Plan (including any Business Plan Revisions and resulting Cost Budget Changes) and managing the Annual PBF Specifications; and (b) ongoing and one-off costs to administer Cost Budget Changes and as part of the Business Plan review process (including support from consultants in connection with the Escrow Documents). <p>2 Part 1 of the general provisions under the heading "Business Plan Components" shall apply to this Business Plan Commitment.</p> <p>Procurement</p> <p>1. The Operator shall, on or before the date that falls three (3) months immediately following the Procurement Manager (Supply Chain) referred to in paragraph 2 of this Business Plan Commitment commencing in their role with the Operator, review its procurement manual and update the procurement manual in order to have a consolidated Procurement Policy for the purposes of this Contract. This part of this Business Plan Commitment shall not in any way relieve or release the requirement for the Operator to comply with the requirements of Paragraph 7.1 of Chapter 9.7 of this Contract and the Procurement Policy.</p>

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			<p>2. This paragraph applies in respect of the roles of Procurement Manager (Supply Chain) and Business Contract Manager set out in the table in paragraph 2 of the Staffing and Organisation Business Plan Commitment above (the "Specified Roles"). The Parties recognise that:</p> <ul style="list-style-type: none"> (a) the Operator's intention in engaging the Specified Roles is that, once engaged, the Specified Roles will be able to manage parts of the Operator's business and third supply contracts in a way that generates cost savings for the Operator's business; and (b) on or before [REDACTED], the Specified Roles will deliver cost savings of at least [REDACTED²⁹] (being equal to the costs of engaging the Specified Roles) over the period from the date of their engagement until the end of the second Contract Year.
8.	Improving the station asset regime (4G)	Increase asset data quality, breadth and structure to better model future cost of ownership and asset interventions	<p>Asset Management Regime</p> <p>1 The Operator shall, on or before [REDACTED³⁰], prepare and submit to the Secretary of State, a revised asset data structure proposal (the "Asset Data Structure Proposal") covering the following areas:</p> <ul style="list-style-type: none"> (a) setting out a new station asset data structure, consisting of categories for critical, non-critical, safety, commercial, revenue critical, and also proposed splitting of assets such as platforms into sections; (b) measuring and reporting on the Minimum Asset Remaining Life, condition scores and cost allocation, of more asset blocks, with the intention of this dataset over the course of this Contract providing a better cost and target model;

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			<p>(c) checking and updating references as required, with impact on future maintenance costs to be highlighted; and</p> <p>(d) assessing the effectiveness of an independent review of surveys with the Secretary of State.</p> <p>2 The Operator shall, on or before [REDACTED³¹], prepare and use reasonable endeavours to agree with Network Rail, a revised "Grey Asset" plan covering the following areas:</p> <p>(a) resolution of outstanding structural defects detailed in the side agreement with Network Rail (dated [REDACTED³²]) and formally handover these assets into the Operator's station regime;</p> <p>(b) resolve asset information and clarify responsibilities;</p> <p>(c) agree and document the illustrative sketches (including all utilities);</p> <p>(d) document the record of transmittal, for use at the end of the Contract Term,</p> <p>and where agreement is reached with Network Rail to a revised "Grey Asset" plan, the Operator shall provide a copy of such revised plan to the Secretary of State.</p> <p>3 Part 1 of the general provisions under the heading "Business Plan Components" shall apply to this Business Plan Commitment.</p>

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9.	Promoting inclusivity and diversity of the workforce (1C)	The purpose of this training is to enhance the understanding of diversity and inclusion at the Operator. Employees will understand their responsibilities in creating a safe space for all through their actions and the use of inclusive language with employees appreciating the value and difference it adds to the organisation.	<p>Diversity and Inclusion Training</p> <p>1 As at [REDACTED³³], the Operator and the Secretary of State have agreed the business case for the Operator’s measures to design, develop and implement a diversity and inclusion training programme, incorporating at least the following content:</p> <ul style="list-style-type: none"> (a) the meaning and history of equality, diversity and inclusion and their role in creating inclusive environments; (b) the legal framework of the EA 2010; (c) demystifying the nine protected characteristics; (d) considering hidden disabilities and the use of inclusive language and behaviours that make a positive impact on culture; and (e) a “day in the life of...(job role)” annual session to raise awareness of internal opportunities and what is required to progress into different roles within the Operator’s business, <p>and which delivery shall include by way of the following formats:</p> <ul style="list-style-type: none"> (i) training/briefing at corporate induction for all new entrants; (ii) training for all employees across the business; and (iii) externally delivered "Accessible Travel" training for all customer facing staff, <p>the “D&I Training”.</p>

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			<p>2 The Operator will ensure that all of the Operator Employees employed as at the Start Date receive the D&I Training, delivered in 90 minute remote learning sessions for employees and 150 minute remote learning sessions for managers. In addition to the items listed above the training will focus on the difference between equality, diversity and inclusion, the business case for inclusion at the Operator and an appreciation of the value of inclusive behaviours and an understanding of the differences it adds to the organisation.</p> <p>3 The Operator will ensure that the D&I Training is delivered and completed as follows:</p> <p>(a) at corporate inductions for all new entrants, from [REDACTED³⁴] and</p> <p>(b) for all Business Employees employed by the Operator as at the Start Date, by [REDACTED³⁵].</p> <p>Diversity Accreditation</p> <p>On or before [REDACTED³⁶], and for the remainder of the Contract Term, the Operator shall use its reasonable endeavours to obtain accreditation under the “Investors in Diversity” scheme (or such equivalent as may be approved by the Secretary of State acting reasonably). This Business Plan Commitment forms part of, and shall in no way be construed as being in addition to, the Operator's obligations in relation to attaining diversity accreditation under paragraph 1.2 of Chapter 2.1 of the Contract.</p> <p>Equality, Diversity and Inclusion Charter</p> <p>On or before [REDACTED³⁷], the Operator shall use all reasonable endeavours to:</p>

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			<p>(a) collaborate and work with Women in Rail and the Rail Industry Association; and</p> <p>(b) become a signatory to the Equality, Diversity and Inclusion Charter championed by the organisations referred to in paragraph (a).</p> <p>Diversity and Inclusion Strategy and management</p> <p>1 The Parties acknowledge and agree that pursuant to the D&I Strategy:</p> <p>(c) the Parties agreed the implementation of a diversity and inclusion strategy by the Operator which includes certain measures of success; and</p> <p>(d) under the Previous Agreement, the Parties agreed that the Operator was to recruit a new Business Employee into the role of diversity and inclusion manager,</p> <p>and:</p> <p>(i) the Operator shall implement the D&I Strategy in accordance with its terms during the term of this Contract; and</p> <p>(ii) implementation of the D&I Strategy has been aligned by the Operator with the Business Plan KPIs, and accordingly the Parties' intention is that there is no duplication between the requirements of the D&I Strategy and the existing requirements of this Contract.</p>
10.	Delivering appropriate organisational capability (1A)	This Business Plan Commitment sets out more detail of how the Operator intends to deliver existing requirements under the Contract	<p>Apprenticeships</p> <p>1 The Operator shall:</p> <p>(a) on or before [REDACTED³⁸], introduce a L3 train driving apprenticeship for any new Business Employees engaged to undertake a train driving role (the "TD Apprenticeship");</p>

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			<p>(b) following the introduction of the TD Apprenticeship, procure that all new Business Employees engaged to undertake a train driving role undertake the TD Apprenticeship; and</p> <p>(c) in relation to the aggregate number of Apprenticeships commenced:</p> <p>(i) during the period from [REDACTED] until [REDACTED³⁹] (the "Yr1 Apprentices"), use reasonable endeavours to procure that at least twenty per cent. (20%) of the Yr 1 Apprentices are female; and</p> <p>(ii) on or before [REDACTED⁴⁰] use reasonable endeavours to increase the number of Apprentices of BAME origin by at least twenty per cent. (20%) compared with the number of Apprentices of BAME origin as at [REDACTED⁴¹],</p> <p>provided that:</p> <p>(I) an Apprentice may count towards each of the targets in (c)(i) and (c)(ii) if they are both female and of BAME origin; and</p> <p>(II) in using its reasonable endeavours, full account shall be taken of the Operator's recruitment and assessment processes, as well as the demographic local to the Essex Thameside areas.</p> <p>2 The Operator shall ensure that the following number of Apprentices are taken on by the Operator through the following Apprenticeships:</p> <p>(a) Level 3 Train Drivers Apprenticeship:</p>

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			<ul style="list-style-type: none"> (i) first Contract Year: 6 Apprentices; and (ii) second Contract Year: 10 Apprentices; (b) Upskilled employees Institute of Rail Operators (IRO) level 3/4/5 frontline managers Apprenticeship: <ul style="list-style-type: none"> (i) first Contract Year: 8 Apprentices; and (ii) second Contract Year: 3 Apprentices; (c) Planning and Performance Apprenticeship: <ul style="list-style-type: none"> (i) first Contract Year: 1 Apprentice; and (ii) second Contract Year: no Apprentices, <p>totalling 15 Apprentices in the first Contract Year and 13 Apprentices in the second Contract Year accordingly.</p>
11.	Modernisation of working practices (4F)	The purpose of this Business Plan Commitment is to set out how the Operator will engage with the wider industry, the Secretary of State and its employees on measures to reform the retailing of ticketing, and to ensure appropriate resourcing of its stations and train crew.	<p>Retail</p> <p>Strategic retail reform</p> <p>1. The obligations set out in this Business Plan Commitment:</p> <ul style="list-style-type: none"> (a) shall take into account (and where not formally published, insofar as possible at the relevant time): <ul style="list-style-type: none"> (i) the Williams Rail Review; (ii) final proposals on industry reform of ticketing retail and (where relevant) the Ticketing and Settlement Agreement; and

No.	Plan ref.	Purpose/benefit	Commitment
			<p>(iii) emerging railway industry policies in relation to ticketing retail and ticket offices from the Secretary of State,</p> <p>each of (i) to (iii) being a "Component of the Reform Proposal" and together being the "Reform Proposal"; and</p> <p>(b) are intended to be complementary to the Operator's obligations in relation to cooperation in relation to the Specified Matters referred to in paragraph 1 of Chapter 3 of this Contract and therefore shall in no way be construed as being in addition to those obligations; and</p> <p>(c) are intended to deliver the emerging position (as at the date of this Contract) on industry reform relating to the retailing proposition offered by the railway industry to its customers.</p> <p>2. Subject to paragraph 3 (where applicable), within 3 months following publication of the final Component of the Reform Proposal (or such other date as may be agreed by the Parties, taking into account the timeframes agreed by the rail industry for implementing the Reform Proposal as a whole) the Operator shall prepare and submit to the Secretary of State a costed strategy intended to deliver the Reform Proposal for Essex Thameside, including proposals for ticket retailing, and which shall also include such other initiatives as the Operator proposes to deliver to achieve the objectives of the Reform Proposal (the "Reform Implementation Proposal").</p> <p>3. The Secretary of State acknowledges that the Operator may require additional resource (including specialist resource) to support the creation of the Reform Implementation Proposal for Essex Thameside which align with the Reform Proposal for the wider industry, it being acknowledged that the Operator may not be able to prepare a Reform Implementation Proposal without such additional resource (including specialist resource). The Operator shall be entitled to prepare and submit to the Secretary of State a reform implementation proposal support business case (the "RIPS Business Case") to secure such additional resource.</p> <p>4. Part 1 of the general provisions under the heading "Business Plan Components" shall apply to this Business Plan Commitment.</p>

			<p>Ticket office reform</p> <p>1. The Operator shall fully and effectively engage with the Secretary of State, the RDG, the Rail Revenue Recovery Group and other Train Operators in relation to the proposed review of retail ticketing (as part of the Fares, Ticketing and Retail Reforms) offered by the railway industry to its customers, including ticket offices and the use of Smart Media (and in particular the impact of the RDG review on Essex Thameside and the Operator's own proposals for retail and ticket office reform) which shall include, on or before [REDACTED]:</p> <ul style="list-style-type: none"> (a) exploring amendments to the criteria used for determining whether a ticket office window can be closed; (b) undertaking data collection (with effect from [REDACTED⁴²]) on ticket transaction volume levels at the Operator's ticket offices; (c) undertaking a review of the Operator's ticket office opening hours and staffing levels, alongside the initiatives described in the Revenue Protection Plan Business Plan Commitment; (d) undertaking an exercise to baseline ticket office transactions and propose future targets for the monitoring of Business Plan KPI number 22; and (e) if the Operator has not provided a Reform Implementation Proposal (as contemplated within paragraph 2 of the 'Strategic retail reform' part of this Business Commitment), considering the status of pan-industry strategic industry reform and its application to Essex Thameside, <p>and the Operator shall prepare a summary report for the Secretary of State in respect of such matters (the "Ticket Office Reform Report").</p> <p>2. If either:</p> <ul style="list-style-type: none"> (a) the Operator has completed each of the activities set out in paragraph 1 of this Business Plan Commitment, the Operator shall be entitled (but not obliged) to; and/or
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No.	Plan ref.	Purpose/benefit	Commitment
			<p>(b) the Secretary of State and/or Her Majesty's Treasury (and/or any other relevant person with whom the Operator is required to comply) issues any mandate or other requirement in relation to retail reform, the Operator shall,</p> <p>prepare and submit to the Secretary of State a costed strategy intended to deliver further retail reform, consistent (where applicable) with the outcome of the activities set out in paragraph 1 and any revised retail transaction criteria issued by RDG. This may include proposals for further ticket retailing and ticket office initiatives (the "Further Reform Proposal").</p> <p>3. The Secretary of State shall provide reasonable assistance to the Operator to facilitate implementation of the matters contemplated in this Business Plan Commitment. This may include, where appropriate, the Secretary of State exercising their roles and responsibilities under the Ticketing and Settlement Agreement to provide such consents as may be necessary to implement any proposed retail reform. It is acknowledged and agreed that the delivery of particular elements of retail reform may only be preceded by a change to the Ticketing and Settlement Agreement and the Operator may not be able to implement any mandate or requirement issued by the Secretary of State and/or Her Majesty's Treasury (and/or any other relevant person with whom the Operator is required to comply) without such changes to the Ticketing and Settlement Agreement first being implemented.</p> <p>4. Part 1 of the general provisions under the heading "Business Plan Components" shall apply to this Business Plan Commitment.</p> <p>Retail Rostering System</p> <p>1. The Operator shall, on or before [REDACTED⁴³], undertake a feasibility study and prepare and provide to the Secretary of State a costed business case for the replacement of the Operator's manual roosting system to assess the benefits of:</p> <p>(a) The roosting process becoming more productive;</p> <p>(b) Auto-assignment of jobs meaning the end to end roosting process is far quicker;</p>

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			<p>(c) Overview of uncovered jobs in one place;</p> <p>(d) Staff able to access real time weekly/daily roster online;</p> <p>(e) Moving the annual retail appraisal online with the intention of allowing the Operator to better capture each Business Employee in a retail role’s career aspirations; and</p> <p>(f) Automated interface to the payroll system removing the need for manual input,</p> <p>the "Rostering Business Case".</p> <p>2. Part 1 of the general provisions under the heading "Business Plan Components" shall apply to this Business Plan Commitment.</p> <p>Train Operations</p> <p>Driver establishment and reduction in rest day working</p> <p>1. With effect from the Start Date, the Operator shall, as soon as reasonably practicable, take such steps as it reasonably considers necessary to:</p> <p>(a) recruit and train drivers to the level of the defined establishment, as stated in the Operator’s response to the Request for Business Plan prior to the Start Date in order to deliver the Passenger Services (on the assumption that the specification for the Passenger Services set out in the [REDACTED⁴⁴] long term plan will continue to operate throughout the Contract Term); and</p> <p>(b) without prejudice to the generality of paragraph (a):</p>

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			<ul style="list-style-type: none"> (i) recruit and train a sufficient number drivers to establishment levels ("establishment levels" being formulated in accordance with the RDG's calculation guidance and consulted with the Company's Drivers Functional Council); and (ii) on or before [REDACTED⁴⁵], integrate train driver recruitment and training with the activities of the National Train Driver Academy, for the purpose of using such integrated outputs for training the Operator's new Business Employees in the role of train driver with effect from such date, <p style="margin-left: 40px;">and in order to reduce the Operator's reliance on rest day working and overtime to run the Operator's base plan.</p> <p>2. With effect from the Start Date, in light of the Secretary of State's requirement to deliver cost efficiencies and the objectives set out in paragraph 1, the Operator shall report on the further opportunities for cost efficiencies by reducing the amount of enhanced remuneration paid to Business Employees (such as through exploring options to reduce the need for rest day working).</p> <p>3. The Parties acknowledge and agree that the introduction of stops at new Stations may:</p> <ul style="list-style-type: none"> (a) for the purposes of paragraph 1(b)(i), alter the long term plan and lead to revisions to the establishment level; and/or (b) for the purposes of paragraph 2, require enhanced remuneration and rest day working in the short term whilst the Operator recruits further Business Employees. <p>Driver productivity</p> <p>1. The Operator shall:</p>

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			<p>(a) within three Reporting Periods of the Start Date, present options to the Secretary of State for measuring the productivity of Business Employees in the role of train driver and (each acting reasonably) seek to agree the preferred measure of productivity (the "Agreed DP Measure");</p> <p>(b) from the first day of the fourth Reporting Period immediately following the Start Date, commence monitoring the Agreed DP Measure;</p> <p>(c) on or before [REDACTED⁴⁶], undertake work to baseline and understand dependency on timetable decisions connected with the Agreed DP Measure, in order to determine future targets for the Agreed DP Measure with the agreement of the Secretary of State.</p>

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Business Plan Commitments

No.	Plan ref.	Purpose/benefit	Commitment
12.	Demand responsive timetabling (1D)	The purpose of this is to have a data driven, informed approach for the deployment of trains and timetabling reflecting the changing Operator customer profile and demand and meets performance and customer experience targets	<p>Timetable</p> <p>1 Subject to paragraph 3, on or before [REDACTED⁴⁷], the Operator shall:</p> <p>(a) use all reasonable endeavours to design a new process of customer demand forecasting to:</p> <p>(i) understand what crowding levels are acceptable to customers as COVID-19 social distancing restrictions (including COVID-19 Guidance and Regulation) are reduced and removed; and</p> <p>(ii) use customer feedback and industry research to create demand recovery curves for homogenous customer segments,</p> <p>the “Customer Demand Forecasting Process”; and</p> <p>(b) prepare a report presenting the results of the Customer Demand Forecasting Process to the Secretary of State (the “Customer Demand Forecasting Report”), together with options or proposals (if any) for Passenger Services Enhancement Options for developing a new Train Service Requirement for the Passenger Services reflecting the recommendations of the Customer Demand Forecasting Report having consulted the Anglia route of Network Rail on these options (and ensuring these reflect, and are consistent with, Network Rail’s views on best use of infrastructure capacity and capability and taking account of strategic freight aspirations), including:</p> <p>(i) demand forecasting to set out operationally viable scenarios for how the timetable should develop in response to customer demand, taking into account the resources and infrastructure available to the Operator;</p> <p>(ii) model passenger redistribution in timetable optioneering;</p>

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			<p>(iii) any changes required to the Timetable, Passenger Services, Plan of the Day and the TSR;</p> <p>(iv) any internal modifications which may be required to Rolling Stock Units comprised in the Train Fleet; and</p> <p>(v) any potential cost savings relating to items (i) to (iv) above.</p> <p>2 If the Secretary of State determines modifications are to be made to the Passenger Services, the Secretary of State shall issue a revised Train Service Requirement and:</p> <p>(a) the provisions of paragraph 4 of Chapter 4.1 shall apply in relation to implementation of the modifications by the Operator; and</p> <p>(b) the provisions of Chapter 7.5 shall apply.</p> <p>3 The requirement to undertake the Customer Demand Forecasting Process and any actions which follow on therefrom shall be subject to entering into appropriate collaboration arrangements with Network Rail and the RDG to secure access to relevant data and other information. The Operator shall use all reasonable endeavours to enter into such collaboration arrangements with Network Rail and the RDG within such timescales as would enable the Operator to deliver the Customer Demand Forecasting Report on or before the delivery date specified.</p>
13.	Demand responsive timetabling (1D)	The intention of this BP is to develop the timetable to match the evolving profile of passenger demand while ensuring Network Rail have the right access for efficient and economic maintenance, renewal and enhancement of the network.	<p>Long Term Delivery Plans</p> <p>1 On or before [REDACTED], the Operator shall commence discussions with the Anglia route of Network Rail ("NR Anglia") in relation to the long term plan for the Routes from the Timetable change date scheduled to occur in [REDACTED]⁴⁸ onwards, which shall include:</p> <p>(a) considering future passenger demand for the Passenger Services (or services equivalent to the Passenger Services);</p>

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			<ul style="list-style-type: none"> (b) considering the capability of the infrastructure comprised in the Route and how this interfaces with the matters set out in paragraph 1(a); (c) taking into account reasonably anticipated funding and associated resourcing levels of both the Operator and NR Anglia; (d) discussing what efficiencies the Operator and NR Anglia may seek to implement during the period covered by the long term plan.
14.	Introducing the Class 720 fleet (4D)	<p>The purpose of this commitment is to deliver the new Fleet of 12 x 720/6 5 car Aventura units, into Passenger service. This work includes the completion of all tasks necessary for the units to operate, including staff training, Depot readiness, station readiness and ensuring that all approvals to run the units have been received.</p> <p>Works will include making sure that a sufficient complement of Drivers are appropriately trained, making best use of the new simulators that will be installed and commissioned.</p>	<p>New Rolling Stock and Depot Upgrades</p> <p>1 As at the Start Date, the Parties acknowledge and agree that:</p> <ul style="list-style-type: none"> (a) under the Previous Agreement, the Operator and the Secretary of State agreed that the Operator would procure a new fleet of 12 x 720/6 5-car Aventura units (the “New Rolling Stock”) and the Operator, acting as a Good and Efficient Operator, entered into certain Rolling Stock Related Contracts and a rolling stock Manufacture and Supply Agreement with various third parties on this basis; (b) under the Previous Agreement the Operator is procuring improvements to the East Ham and Shoeburyness depots (the “Depot Works”), including: <ul style="list-style-type: none"> (i) at East Ham depot, improvements which are: <ul style="list-style-type: none"> (I) necessary for the maintenance of the New Rolling Stock, including the addition of: a Wheel Drop Pit, Roof access equipment, Overhead crane, Calibrated road, Refurbished CET plant and additional storage; and (II) improvements to enhance safety and facilities at the Depot, including a renewed walking route to the CET Plant, a new accommodation building, providing changing facilities for female and male workers and Slab Track on 12 Road with a defined loading / unloading area for material deliveries. (ii) at Shoeburyness depot, improvements which consist of an upgrade to the CET plant, ensuring it will be capable of servicing all Rolling Stock Units used by the Operator in the provision of Passenger Services,

No.	Plan ref.	Purpose/benefit	Commitment
		<p>The purpose of this commitment is to implement the approved Depot modifications in readiness for the arrival of the New fleet of trains. These works will not only provide essential equipment for the maintenance of the New fleet, but will also improve safety arrangements and facilities at East Ham Depot.</p>	<p>the completion of which is of crucial importance to the Operator's ability to accept delivery of the New Rolling Stock; and</p> <p>(c) in relation to the Depot Works the scope of the Depot Works is under review between the Parties and may be changed, subject to the Operator obtaining the Secretary of State's approval (the "Revised Depot Works Scope").</p> <p>2 Subject to the Parties agreeing any changes which may be required to the Depot Works following the agreement of the Revised Depot Works Scope the Operator shall, subject to paragraph 3, use all reasonable endeavours to introduce the New Rolling Stock into unrestricted passenger service on or before [REDACTED⁴⁹] or, if despite the use of all reasonable endeavours this is not possible, as soon as reasonably practicable thereafter.</p> <p>3 If all or any part of the delivery of the Depot Works is agreed by the Parties (whether on the terms submitted by the Operator or on different terms) the Operator shall implement those agreed part(s) of the Depot Works in accordance with its terms and the arrangements shall be implemented as a Business Plan Revision.</p> <p>4 If for any reason (including where the Secretary of State has not given its consent):</p> <p>(a) not used;</p> <p>(b) the Revised Depot Works Scope and authority to proceed with the works set out in the Depot Works Scope is not agreed by the Parties on or before [REDACTED⁵⁰] the Secretary of State acknowledges and agrees that the Depot Works may not be completed in time for the delivery of the New Rolling Stock, which may delay the introduction of the New Rolling Stock and may also have consequential impacts (including liabilities) for the Operator under third party supply agreements (including the relevant train services agreement).</p>

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			<p>Accordingly, if the Revised Depot Works Scope and authority to proceed with the works is agreed on a date which is later than [REDACTED⁵¹]:</p> <ul style="list-style-type: none"> (i) there shall be a Business Plan Revision relating to the Depot Works as may be reasonably necessary as a consequence of such delay; and (ii) the Operator shall implement the Depot Works and then introduce the New Rolling Stock into unrestricted passenger service as soon as reasonably practicable after [REDACTED⁵²] and in any event by the date agreed as part of the Business Plan Revision. <p>5 In relation to the Depot Works, the Operator and the Secretary of State shall each use their respective reasonable endeavours to agree, on or [REDACTED⁵³], an alternative approach of rentalising the financing of the Depot Works. If this alternative rentalisation approach is incorporated into the Business Plan as a Business Plan Revision, the Operator shall:</p> <ul style="list-style-type: none"> (a) Appoint advisors and prepare a plan to identify the necessary approvals, surveys and contractual changes that would be needed to support the rentalisation of the Depot Works, including defining the extent to which any aspects of the change could be completed, and seeking input from the financing market (the “Depot Works Rentalisation Proposal”); and (b) On or before [REDACTED⁵⁴] submit the Depot Works Rentalisation Proposal to the Secretary of State.

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No.	Plan ref.	Purpose/benefit	Commitment
			<p>6 To assist and support the Operator's obligation to deliver and introduce the New Rolling Stock into unrestricted passenger service, the Operator shall also carry out various ancillary activities, as stated in the Annex to Plan 4D of the Strategic Plan, including:</p> <ul style="list-style-type: none"> (a) Ensuring that its timetable introduction plan is completed; (b) Ensuring that it delivers training programmes for drivers, station and operation staff and cleaners; (c) Updating the Operator's Safety and Engineering Standards to reflect the introduction of the New Rolling Stock; (d) Creating and agreeing a new Train Plan with the Secretary of State in relation to the New Rolling Stock; (e) Developing a marketing and customer communication plan in relation to the New Rolling Stock, including initiatives which driver awareness of the benefits of the New Rolling Stock; (f) Installing driving simulators in respect of the New Rolling Stock and the Operator's Class 357 fleet; and (g) Agreeing cascade plans with the Secretary of State and owners Porterbrook for the class 387 rolling stock units which are being replaced by the New Rolling Stock. <p>7 Part 1 of the general provisions under the heading "Business Plan Components" shall apply to this Business Plan Commitment.</p>
15.			Not Used

Business Plan Commitments

No.	Plan ref.	Purpose/benefit	Commitment
16.	Developing a collaborative culture (2A)	The purpose is to implement more agile and collaborative ways of working, ensuring that there is routine feedback and sufficient time spent forward planning.	<p>Collaboration initiatives – general</p> <p>1 On or before [REDACTED⁵⁵], the Operator shall undertake a stakeholder mapping exercise to identify those stakeholders:</p> <ul style="list-style-type: none"> (a) with whom the Operator collaborates most frequently; and (b) who are of particularly significant interest and influence in relation to the subject matter of the Contract (the "Key Stakeholders"), <p>the "SM Exercise", and shall provide a copy of the SM Exercise to the Secretary of State for information purposes only.</p> <p>2 On or before [REDACTED⁵⁶], and subject to the agreement of each relevant Key Stakeholder (which the Operator shall use reasonable endeavours to obtain), the Operator shall develop and enter into partnership agreements (or non-legally binding memoranda of understanding) with each of the Key Stakeholders which cover various collaboration matters including:</p> <ul style="list-style-type: none"> (a) jointly identifying collaboration objectives (including, for illustrative purposes only, to achieve cost efficiencies, secure investment and/or deliver better customer experience); (b) identifying changes required to existing relationships with that Key Stakeholder against the collaboration objectives identified in paragraph 2(a); and (c) reviewing the Operator's management approach to relationships with that Key Stakeholder to ensure an appropriate balance of commercial accountability and partnership working arrangements.

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			<p>3 On or before [REDACTED⁵⁷], the Operator shall:</p> <p>(a) review its involvement in and representation at activities undertaken by the RDG; and</p> <p>(b) where the Operator considers it reasonably appropriate in relation to any one or more particular activities undertaken by the pan-London strategic sub-group of the RDG, develop enhanced collaboration with that sub-group with the purpose of supporting the recovery of rail in the south-east of England following the relaxation of COVID-19 Guidance and Regulation.</p> <p>4 With effect from the Start Date the Operator shall procure that an agenda item for each regular meeting of the Board of Directors of the Operator is progress on collaboration initiatives (with appropriate reporting being provided for that meeting).</p> <p>5 With effect from the Start Date, the Operator shall continue the work (commenced under the Previous Agreement) with Network Rail and the Train Operator responsible for passenger services in the East Anglia region at London Liverpool Street station to deliver a "one team" approach as part of the "Smarter Information, Smarter Journeys" programme.</p>
17.	Developing a collaborative culture (2B) Collaboration with the Secretary of State	The purpose is to implement more agile and collaborative ways of working, ensuring that there is routine feedback and sufficient time spent forward planning.	<p>Secretary of State's Collaboration Initiatives</p> <p>The Operator shall, on or before [REDACTED⁵⁸], and thereafter throughout the Contract Term, use reasonable endeavours to develop and implement additional collaboration arrangements with the Secretary of State's contract management team, including:</p> <p>(a) a formal governance structure with associated delegated authorities;</p> <p>(b) introducing a 6-monthly "pulse" check process to continuously measure the relationship and give opportunity for feedback; and</p>

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		<p>There is an increasing onus on the contract management team, but this will support improved governance of the Business Planning process (and the routine updating of the BP), key projects and business plan commitments through a programme managed approach. A level of reorganisation is anticipated early in year 1.</p>	<p>(c) redefining the purpose of periodic and quarterly interface meetings for specific purposes and holding regular forward planning meetings.</p> <p>Business Planning, Programme and Contract Management</p> <p>1 The Operator shall, on or before [REDACTED⁵⁹], carry out an internal review and develop and share with the Secretary of State a summary of the business planning and contract management changes the Operator proposes to make during the first Contract Year, together with the associated business case (the “Business Process and Contract Management Process Changes Business Case”), including the following initiatives:</p> <p>(a) “backward looking” initiatives considering lessons learned under the Previous Agreement and ERMA and from the business improvement department;</p> <p>(b) establishing a consolidated business function responsible for the full business lifecycle from initiation to delivery, including: business planning, business case production, engagement with Key Stakeholders (including the Secretary of State and third party funders), contract management and hand-over to business as usual;</p> <p>(c) establishing an organisational process to track and maintain control of business improvements and contract obligations and to monitor efficiencies in business delivery; and</p> <p>(d) augmenting the Operator’s annual business planning process, through the use of expert facilitation to incorporate best practice into the Operator's strategic plans.</p> <p>2 Part 1 of the general provisions under the heading "Business Plan Components" shall apply to this Business Plan Commitment.</p>
18.	Network Rail Collaboration (2C)	The Operator and Network Rail have already held a series of collaboration workshops	Network Rail Collaboration Initiatives

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		<p>under the guidance of the Alliance Board and have identified the areas contained in the BPC for further investigation.</p> <p>Network Rail Collaboration Initiatives in these areas are in the process of being developed and prioritised, so this BPC ensures the commitment of the Operator to develop them to the point that business cases can be presented for approval.</p>	<p>1. The Operator shall, as soon as reasonably practicable (which unless expressly stated against a particular activity in the list below shall be on or before [REDACTED⁶⁰]), use all reasonable endeavours to establish and launch a collaboration framework with Network Rail comprising:</p> <ul style="list-style-type: none"> (a) reviewing and updating the alliance agreement between Network Rail and the Operator (the “Alliance Agreement”), in order to reposition the focus of the Alliance Board (as defined in the Alliance Agreement) and its priority areas to that of a “One Railway Board” and better reflecting the requirements of this Contract (on or before [REDACTED⁶¹]); (b) agreeing a new collaboration charter with Network Rail, setting out principles, behaviours, communication, teamwork, governance, and documentation shared between Network Rail and the Operator (on or before [REDACTED⁶²]); (c) agreeing the role of the Network Rail Eastern Region Efficiency Board within the collaboration framework between the Operator and Network Rail and in particular in driving opportunities for whole-industry benefit (on or before [REDACTED⁶³]); (d) establishing a set of common key performance indicators to apply between Network Rail and the Operator intended to align the Operator's and Network Rail's respective scorecards for the Routes; (e) completing the review of existing relationships between the Operator and Network Rail; (f) consistent with paragraph 2.1 of Chapter 3 of this Contract, use all reasonable endeavours to implement the NR Data Sharing Strategy (being, in accordance with the definition thereof, the strategy agreed pursuant to

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			<p>the Previous Agreement) in accordance with its terms, and embed the NR Data Sharing Strategy within the respective organisations of the Operator and Network Rail;</p> <ul style="list-style-type: none"> (g) embedding the Operator's "Track Access Manager" within the Operator's organisation and with Network Rail and change the job title and expand the job description to "Network Rail Relationship Manager" (on or before [REDACTED⁶⁴]); (h) agreeing the Operator and Network Rail's formal meeting structure and schedules; (i) clarifying the Operator and Network Rail's 'opposite numbers' and establish buddying and informal meetings to build relationships; (j) continuing to implement a periodic “pulse” check process (on a two-monthly basis) to continuously measure the relationship and give opportunity for feedback (on or before [REDACTED⁶⁵]); (k) establishing relationships and formal meeting structures with Network Rail supporting the collaboration framework; (l) publicly launching the collaboration and developing appropriate communications strategies with Network Rail including a joint kick-off event, involving relevant managers from both organisations (on or before [REDACTED⁶⁶]); and (m) exploring the potential for a joint internal communications newsletter and developing a programme of joint external communications to Stakeholders, <p>and once agreed, each of the items above shall be referred to as the “Network Rail Collaboration Commitments”.</p>

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			<p>2. Subject to the Operator agreeing the paragraphs 1(a) and (b) of the Network Rail Collaboration Commitments with Network Rail, and using the framework created by the Network Rail Collaboration Commitments (insofar as it is developed at the time):</p> <ul style="list-style-type: none"> (a) the Operator shall work jointly with Network Rail to explore the challenges set out in Table BPC NRCI below and consider solutions and opportunities arising from such challenges; (b) whether in conjunction with any of the items set out in Table BPC NRCI below or as a standalone matter, the Operator shall consider (individually and with Network Rail) how they can better or more efficiently resource and align any interface and/or joint working between the Operator and Network Rail; (c) if Network Rail and the Operator are able to identify and agree proposals for initiatives to address any one or more of the challenges set out in Table BPC NRCI and/or paragraph 2(b) and/or generate cost savings relating to such challenges, the Operator shall prepare and submit to the Secretary of State one or more business cases (each a “Network Rail Collaboration Initiatives Business Case”) outlining: <ul style="list-style-type: none"> (i) the benefits and timescales for implementation of any agreed initiatives relating to Network Rail Collaboration Commitments, including the costs of implementation (“NRCI Costs”); and (ii) expected cost savings for each of the Operator and Network Rail (“NRCI Savings”), <p>the “Network Rail Collaboration Initiatives”. The Parties acknowledge and agree that a Cost Budget Change Event shall occur for the purposes of this Contract if:</p> <ul style="list-style-type: none"> (I) the Operator has implemented a Network Rail Collaboration Initiative in accordance with its terms; and (II) for reasons outside the reasonable control of the Operator (having acted as a Good and Efficient Operator) the actual cost savings as a result of implementing that Network Rail Collaboration Initiative are less than the anticipated savings (as assumed in the Cost Budget and set out in the Record of Assumptions).

Table BPC NRCI:

No.	What	Description	Aims
1.	Data Sharing	Implementation in Route of data sharing strategy established with Network Rail centrally	Enabler to better decision making
2.	Performance	Align targets, and processes for delay attribution, reporting and issue resolution	Efficiency of process
3.	Possession planning	Joint planning of engineering work possession balance cost with customer / market growth outcomes	Optimise revenue growth / cost efficiency decisions, and maintenance
4.	Timetabling	Joint planning of timetable changes	Optimise train plan at an industry level to efficiently accommodate demand
5.	Service Delivery Centre	Further integration of teams within Upminster Service Delivery Centre under 21st Century Operations.	Efficient and customer centric decision making and information
6.	Customer Information	Delivery of 'One Team' approach to information / customer service at Liverpool Street	Customer centric delivery
7.	Station assets	Identify and deal with grey assets	Streamline responsibilities
8.	Scheme sponsorship	Joint approach to stakeholders to fund and deliver investment schemes	Attract investment Deliver efficiently
9.	Rolling stock introduction	Deliver an integrated programme of rolling stock and associated works	Deliver efficiently

No.	Plan ref.	Purpose/benefit	Commitment				
			<table border="1" data-bbox="808 256 2101 363"> <tr> <td data-bbox="808 256 884 363">10.</td> <td data-bbox="884 256 1070 363">Sustainability</td> <td data-bbox="1070 256 1659 363">Jointly agreed initiatives and roadmap to decarbonisation</td> <td data-bbox="1659 256 2101 363">Environmental sustainability</td> </tr> </table> <p data-bbox="752 432 2083 496">3. On or before [REDACTED], the Operator shall undertake a review of the agreed initiatives relating to Network Rail Collaboration Commitments during the period [REDACTED⁶⁷] and in particular:</p> <ul style="list-style-type: none"> <li data-bbox="846 531 1982 595">(a) identify any changes required to improve the operation of and/or outcomes of the Network Rail Collaboration Commitments; <li data-bbox="846 630 2051 694">(b) consider initiatives for the Contract Year commencing on [REDACTED⁶⁸] (which may be included in the Business Plan relating to that Contract Year); and <li data-bbox="846 729 1615 761">(c) consider joint planning with Network Rail for Control Period 7. <p data-bbox="752 798 2107 933">4. The Operator shall consider the Network Rail Collaboration Commitments, any Network Rail Collaboration Initiatives and the outcome of its review under paragraph 3 and shall include proposals for future Network Rail collaboration initiatives (including, where appropriate, a costed business case setting out benefits, costs and timescales for implementation) as part of the Business Plan for the Contract Year commencing on [REDACTED⁶⁹].</p> <p data-bbox="752 968 2056 1032">5. Part 1 of the general provisions under the heading "Business Plan Components" shall apply to this Business Plan Commitment.</p>	10.	Sustainability	Jointly agreed initiatives and roadmap to decarbonisation	Environmental sustainability
10.	Sustainability	Jointly agreed initiatives and roadmap to decarbonisation	Environmental sustainability				
19.	Transport for London	The Operator and TfL jointly operate some of the busiest	Transport for London (TfL) Collaboration Initiatives				

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	collaboration (2D)	stations on the network in the London area that being West Ham, Barking and Upminster. Building on the current collaborative work through the pandemic it is proposed to embed this culture of sharing and ownership to improve the customer experience at those stations. This will be done through a one team approach with a one team framework governance	<p>1 The Operator shall, on or before [REDACTED⁷⁰], use all reasonable endeavours to establish and launch a collaboration framework with TfL, covering the following initiatives:</p> <ul style="list-style-type: none"> (a) establishing a process of coordinating possessions and isolations under the Operator’s engineering access plan in conjunction with Network Rail and the Train Operator responsible for passenger services in the East Anglia region to maintain options for customers to travel between Southend and Stratford/West Ham/Central London; (b) identifying and considering options for joint demand forecasting with the TfL planning team in respect of the Upminster - Barking - Central London corridor and seek to agree and implement the preferred option(s) with TfL; and (c) establishing a "one team" contact structure with TfL for the operation of West Ham, Barking and Upminster stations and, where appropriate, services operating to and from those stations, which, where appropriate, shall include: <ul style="list-style-type: none"> (i) setting common objectives and goals; (ii) establishing regular meetings to discuss issues common to both the Operator and TfL; (iii) where reasonably practicable, establishing common processes; (iv) exchanging information relevant to railway passenger services and the operation of those Stations between the Operator and TfL; (v) considering joint approaches to crowd management and track access, and <p>and once agreed, each of the items above shall be referred to as the “TfL Collaboration Commitments”.</p>

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			2 The Operator acknowledges that its obligations in relation to this Business Plan Commitment are supplemental to those set out in Chapter 3 (Collaboration) of this National Rail Contract.
20.	Data Strategy & Transparency (2E)	The purpose of a data strategy plan enables the Operator to plan, initiate and measure key priorities in strategic business plan and ensure that decisions are informed by objective numbers	<p>Data Strategy Plan</p> <p>1. The Operator shall:</p> <p>(a) as soon as reasonably practicable following the Start Date, establish a data strategy team to include a data team leader to establish themselves as an ‘Open Data Champion’ and the recruitment of the new analyst roles described in the Staffing and Organisation Business Plan Commitment above (the establishment of such data strategy team will, on or before [REDACTED], generate cost savings for the Operator of no less than [REDACTED⁷¹], being at least equal to the cost of such establishment); and</p> <p>(b) on or before [REDACTED⁷²] prepare and submit to the Secretary of State for approval the Operator’s proposed, costed, data strategy plan (the “Data Strategy Proposal”), including at least the following matters:</p> <p>(i) proposals to review data ownership and understanding of assets with the Operator's business functions;</p> <p>(ii) proposals for internal communications strategies to develop a culture of data ownership, development and utilisation to inform decision making;</p> <p>(iii) proposals (including, where appropriate, key performance indicators) for efficiencies by combining data sets currently held in different systems operated by the Operator;</p>

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			<p>(iv) the identification of potential efficiencies and/or cost benefits from the Operator's review set out in (b)(i) that it is reasonably able to quantify and which the Operator will seek to achieve for the purposes stated in paragraph 1(a) above; and</p> <p>(v) proposed commitments for delivery and timescales for implementation of the potential efficiencies and/or cost benefits identified in (iv) above,</p> <p>it being acknowledged and agreed that the Data Strategy Proposal shall incorporate elements of the Business Plan Commitment in respect of the Rail Data Marketplace where the Operator considers reasonably appropriate.</p> <p>2. Part 1 of the general provisions under the heading "Business Plan Components" shall apply to this Business Plan Commitment.</p> <p>Sharing Data with TfL</p> <p>1. The Operator shall use reasonable endeavours to enter into an appropriate data sharing arrangement with TfL on or before [REDACTED⁷³] (the "TfL Data Sharing Strategy"). The aim of the TfL Data Sharing Strategy shall be to share specified relevant operational, financial and commercial data and information with TfL insofar as it relates to areas of mutual interest such as the movement of persons between locations where there is overlap between services operated by TfL and the Passenger Services. As a minimum the TfL Data Sharing Strategy will include:</p> <p>(a) agreed data sharing objectives;</p> <p>(b) the types of data to be shared by the Operator and TfL;</p> <p>(c) the format and frequency of the data sharing;</p> <p>(d) how the Operator and TfL intend to receive, use and safely store the data;</p>

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			<p>(e) approach to cost-sharing and apportionment in respect of the data sharing; and</p> <p>(f) approach to overcoming any confidentiality or other restrictions in respect of data sharing or storage which may arise (including under the Data Protection Legislation, where applicable).</p> <p>2. The Operator shall share the proposed TfL Data Sharing Strategy with the Secretary of State for approval prior to entering into the TfL Data Sharing Strategy.</p> <p>3. If, despite using its reasonable endeavours, the Operator is unable to agree the TfL Data Sharing Strategy with TfL by no later than [REDACTED⁷⁴] or the Secretary of State declines to approve the proposed TfL Data Sharing Strategy, the Parties shall consult with each other as soon as reasonably practicable following becoming aware of the same and agree what steps (if any) to take in connection with the TfL Data Sharing Strategy.</p> <p>4. If the TfL Data Sharing Strategy is agreed with TfL and approved by the Secretary of State, the Operator shall use all reasonable endeavours to implement the TfL Data Sharing Strategy in accordance with its terms, and shall continue to consult, collaborate and co-operate with TfL and consider whether any amendments or updates to the TfL Data Sharing Strategy should be made from time to time. Any such amendments or updates to the TfL Data Sharing Strategy shall be subject to prior agreement with the Secretary of State.</p> <p>5. Part 1 of the general provisions under the heading "Business Plan Components" shall apply to this Business Plan Commitment.</p> <p>Rail Data Marketplace and Open Data</p> <p>1. The Parties acknowledge and agree that the Rail Data Marketplace initiative is a pan-industry initiative led by the RDG to develop an online portal for certain rail industry participants ("RDM Users") to share data and, as at the Start Date, the proposed outputs, actions and specifications are not yet known. Within three (3) Reporting Periods of the RDG publishing its required actions for the Rail Data Marketplace ("RDG RDM Actions"), the Operator shall prepare</p>

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			<p>and share with the Secretary of State a costed rail data marketplace proposal (the “RDM Proposal”). The RDM Proposal shall cover the following areas:</p> <ul style="list-style-type: none"> (a) the use of technology standards for transfer (such as API etc.); (b) ensuring consistency with the Operator's Data Strategy Proposal; (c) setting out the proposed Operator actions and associated costs based on the requirements specified by the RDG; (d) engaging with RDG’s Rail Data Council in relation to the RDM Proposal; (e) the reasonable requirements the Operator proposes to impose on RDM Users in relation to how data may be used (which may include a requirement to enter into a licence agreement and/or exclude any Operator liability in connection with use of such data and/or requiring an indemnity to be offered by the RDM User in favour of the Operator in connection with use of such data); and (f) the type(s) of data that the Operator proposes to share as part of the Rail Data Marketplace (which may include train loadings data, gateline data and customer information data flows). <p>2. If, despite using its reasonable endeavours, RDG fails to provide the Operator with the RDG RDM Actions, or the Parties are unable to agree the RDM Proposal by no later than [REDACTED⁷⁵] or the Secretary of State declines to approve the proposed RDM Proposal, the Parties shall consult with each other as soon as reasonably practicable following becoming aware of the same and agree what steps (if any) to take in connection with the RDM Proposal.</p> <p>3. In connection with the implementation of the RDM Proposal and subject to paragraph 4, the Operator shall make such open data available to the RDM Users (in accordance with the terms of the RDM Proposal).</p> <p>4. In making the open data available to a RDM User in accordance with paragraph 4, the Operator shall be entitled to impose reasonable requirements in relation to how that data may be used (in accordance with the terms of the RDM Proposal), it being acknowledged that nothing in this Business Plan Commitment shall prejudice any separate data sharing strategy agreed between the Operator and (as the case may be) Network Rail, TfL or the Secretary of State.</p>
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No.	Plan ref.	Purpose/benefit	Commitment
			<p>5. If and to the extent that the Operator reasonably considers appropriate for particular third party supply contracts, the Operator shall use reasonable endeavours to procure that a provision is included in such third party supply contract that entitles the Operator's industry partners (including in particular Network Rail, TfL and the Secretary of State) access to, use of and the ability to onward share data provided under that third party supply contract which is reasonably likely to be helpful to such industry partner(s) in the operation of their respective businesses. This obligation shall apply to any appropriate (to be determined in the Operator's reasonable discretion) third party supply contract entered into by the Operator on and after the Start Date.</p> <p>6. Part 1 of the general provisions under the heading "Business Plan Components" shall apply to this Business Plan Commitment.</p>

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Business Plan Commitments

No.	Plan ref.	Purpose/benefit	Commitment
21.	Contributing to local and regional growth priorities and objectives (3D)	During the recent business planning process, the Operator has identified that there may be the need for greater focus and time spent collaborating with stakeholders, particularly early in the development lifecycle, if the Operator is to support inward investment and to maximise local growth opportunities. Some responsibilities are currently shared between the Commercial Directorate (including the Head of Communications) and the Asset and Property Directorate. This BPC gives the business the time to assess its capabilities and to report on any organisational changes required with appropriate justification.	<p>Business Development Capability Improvement</p> <p>1 The Operator shall, on or before [REDACTED⁷⁶], undertake a review of its business development capability and submit a costed strategy and business case (the “BD Business Case”) to the Secretary of State to include the following initiatives:</p> <ul style="list-style-type: none"> (a) a new strategic development role, focused on driving and enabling growth through stakeholder engagement; (b) refined stakeholder engagement and alignment; (c) clear processes & responsibilities (opportunity impact assessment, business case development), and development of demand responsive train planning; and (d) horizon scanning, including identifying and leveraging sources of funding with local stakeholders & opportunities for improved connectivity & modal shift. <p>2 Part 1 of the general provisions under the heading "Business Plan Components" shall apply to this Business Plan Commitment.</p>
22.	Supporting social and economic development in the community (3E)	Audit our estate and prepare a Plan for potential opportunities to support local community groups to assist the social and economic development and regeneration of	<p>Social and Commercial Development Plan</p> <p>1 The Operator shall:</p> <ul style="list-style-type: none"> (a) appoint an external consultant to audit the Operator’s Station spaces, research and engage with local social enterprises to identify appropriate opportunities to support them; and

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		the communities the Operator serves	<p>(b) undertake an analysis of its Station portfolio to identify whether (and if so which) areas of its Stations are currently unused and which could be brought back into active usage by social and/or community groups proximate to Essex Thameside (the "Unused Space Analysis") and shall provide the Unused Space Analysis to the Secretary of State,</p> <p>and, in respect of the above, prepare an initial draft of the social and commercial development plan (including a costed strategy and business case) by [REDACTED⁷⁷] (the "Social and Commercial Development Plan") and submit the same to the Secretary of State, which shall include initiatives:</p> <p>(c) to be added to the Potential SIF List (as referred to in Business Plan Commitment number 25); and/or</p> <p>(d) to be implemented by the Operator during the Contract Year immediately succeeding the first Contract Year,</p> <p>it being acknowledged that such initial draft may be subject to further review and iteration in discussion between the Secretary of State and the Operator.</p>
23.	Supporting social and economic development in the community (3E)	Invest in local priorities identified by stakeholders and community groups, and deliver a package of small-scale schemes that provide grassroots support for local social and economic development and regeneration in the communities the Operator serves.	<p>Customer and Stakeholder Engagement Strategy, Customer and Community Improvement</p> <p>1 As at the Start Date, the Operator has in place a customer and stakeholder engagement strategy (the "Customer and Stakeholder Engagement Strategy") that will:</p> <p>(a) encourage customers and stakeholders to make improvement suggestions; and</p> <p>(b) allow stakeholders to vote on improvement suggestions to determine which such suggestions are to be presented to the Secretary of State to be considered for funding from the CCIF Amount.</p>

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No.	Plan ref.	Purpose/benefit	Commitment
			<p>2 The Operator shall, as part of its Customer and Stakeholder Engagement Strategy, use reasonable endeavours to enter into appropriate partnerships that promote jobs growth, accessible travel and community access to the rail network, including the following initiatives:</p> <p>(a) on or before [REDACTED], establish a partnership with The Prince’s Trust on their ‘Get Into Programme’ (or an alternative partnership which delivers similar benefits) which delivers short vocational skills training and work experience courses, offers potential employment to successful participants, and one-to-one mentoring support for young people who have completed a programme and run at least one course on or before [REDACTED⁷⁸];</p> <p>(b) on or before [REDACTED⁷⁹], the ongoing delivery of its Job Centre Plus partnership for ‘Job Start’ scheme established under the Previous Agreement, to help rebuild the Operator’s commuter market and support economic improvement by offering to job seekers:</p> <p>(i) tickets to allow such job seekers to travel to and from interviews free of charge (subject to provision of reasonable evidence); and</p> <p>(ii) who are successful in gaining employment (subject to provision of reasonable evidence), a season ticket free of charge which is valid for a period of two months from the date on which employment commences;</p> <p>(c) on or before [REDACTED⁸⁰], restart community train initiatives established under the Previous Agreement, including “Try a Train” in collaboration with local authorities, following the relaxation of COVID-19 Guidance and Regulation; and</p>

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			<p>(d) on or before [REDACTED⁸¹], review and deliver appropriate (as determined by the Operator, acting reasonably) community targeted ticket offers such as Group Travel community group fares, and schemes to provide tickets for parents with seriously ill children.</p> <p>3 The Parties acknowledge that there is a “Customer and Communities Improvement Fund” (to the level of the CCIF Amount) available as at the Start Date.</p> <p>4 Without prejudice to the generality of the foregoing, the Operator shall:</p> <p>(a) within three Reporting Periods of the Start Date (taking into account the need to obtain the views of an appropriate cross-section following the relaxation of COVID-19 Guidance and Regulation) undertake consultations with passengers, potential passengers and local representatives (in connection with the matters described in paragraph 1) in respect of the first Contract Year;</p> <p>(b) on or before [REDACTED⁸²], undertake consultations with passengers, potential passengers and local representatives (in connection with the matters described in paragraph 1) in respect of the second Contract Year;</p> <p>(c) on or before the last day of the period specified in (a) or (b) (as the case may be), provide to the Secretary of State details of initiatives, works or proposals (each a “CCIF Scheme”) it proposes to progress in the relevant period, in each case describing any issues raised with the Operator as part of the associated consultation and how the Operator proposes to mitigate such issues and shall provide:</p> <p>(i) details of the specific issues which that CCIF Scheme is intended to resolve or mitigate (including how those issues have been identified) and how that CCIF Scheme will resolve or mitigate those issues; and</p>

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			<p>(ii) fully worked up details of the CCIF Scheme sufficient to enable the Secretary of State to evaluate the same, including:</p> <ul style="list-style-type: none"> (I) a timetable for the implementation of that CCIF Scheme, setting out the proposed commencement and completion date of such CCIF Scheme and any other key dates and milestones; (II) details of the projected CCIF Scheme Cost; and (III) details of the projected CCIF Scheme Revenue, <p>and the Operator shall use all reasonable endeavours to propose, in respect of each such Contract Year, CCIF Schemes with an aggregate projected CCIF Scheme Shortfall of not less than the aggregate of the CCIF Amount (the "CCIF Scheme Proposal"). The CCIF Scheme Proposal may take into account the aggregate of the CCIF Amount available across multiple Contract Years (including where, at least one month prior to submitting the CCIF Scheme Proposal, the Secretary of State has notified the Operator of the continuation of this Contract pursuant to clause 2.2 of this Contract) and accordingly the CCIF Amount for the purposes of the CCIF Scheme Proposal is to be determined by reference to the Contract Term (as it is known at the relevant time).</p> <p>5 In relation to the CCIF Scheme Proposal referred to in paragraph 4(b)(x), the Secretary of State acknowledges and agrees that implementation by the Operator of some or all of the elements of a particular CCIF Scheme (and spending some or all of the CCIF Amount) may continue beyond [REDACTED⁸³] and where applicable the Operator shall continue to implement such CCIF Scheme beyond the expiry of the first Contract Year.</p> <p>6 The Operator shall implement any CCIF Schemes, as approved or determined by the Secretary of State, in accordance with the terms of the same. The Parties agree and acknowledge that CCIF Schemes are to be funded from the CCIF Amount. To the extent that funding is used from the CCIF Amount, there will be</p>

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			<p>no Cost Budget Change Event in connection with the implementation of a CCIF Scheme. Notwithstanding the foregoing, the operation of the Cost Budget Change Event regime in Chapter 7.5 (Variations, Changes and Amendments) of the Contract shall not otherwise be affected.</p> <p>7</p> <p>For the purposes of this Business Plan Commitment, the following definitions have the corresponding meanings:</p> <p>"CCIF Amount" means the sum of [REDACTED⁸⁴] for each Contract Year of the Contract Term, including the first Contract Year (and pro-rated for any other Contract Year which is fewer than 365 days);</p> <p>"CCIF Scheme Cost" means, in respect of any CCIF Scheme, the total cost to the Operator of developing and implementing that CCIF Scheme;</p> <p>"CCIF Scheme Margin" means [REDACTED⁸⁵] of the applicable CCIF Scheme Costs;</p> <p>"CCIF Scheme Revenue" in respect of any CCIF Scheme, the revenue earned by the Operator from that CCIF Scheme; and</p> <p>"CCIF Scheme Shortfall" means, in relation to a CCIF Scheme, the amount (if any) by which the CCIF Scheme Revenue is less than the aggregate of the CCIF Scheme Costs and the CCIF Scheme Margin.</p> <p>Revised Passengers Charter</p> <p>1</p> <p>On or before [REDACTED⁸⁶], the Operator shall deliver to the Secretary of State for review, and to Transport Focus and London TravelWatch (where relevant) for consultation, a copy of its Passengers' Charter as updated to reflect the following matters (as those matters apply under this Contract):</p> <p>(a) details of Delay Repay compensation arrangements as defined in the document 'Guidance on Passenger's Charter Compensation';</p>

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			<p>(b) clearly setting out passengers' rights, including on refunds and compensation in relation to split tickets and in the event of 'do not travel' advice;</p> <p>(c) to include measures to promote awareness of the arrangements described in (a) and (b) above; and</p> <p>(d) to include actions to improve and simplify the compensation claims process.</p>
24.	Improving our stations (3F)	Transform the gateway to the railway at Fenchurch Street / Barking by refurbishing stations to improve the passenger experience, enhance safety & security, and maximise the commercial potential	<p>Station Enhancements</p> <p>1 The Operator shall:</p> <p>(a) on or before [REDACTED⁸⁷], submit to the Secretary of State its proposed programme of station enhancements for Barking and Fenchurch Street stations (the "Barking and Fenchurch Street Improvements Strategy") covering the matters described in paragraphs 2 to 4 below; and</p> <p>(b) on or before [REDACTED⁸⁸], complete the GRIP 5 Study in respect of each of Barking Station and Fenchurch Street Station.</p> <p>2 The works packages ("WP") in Table 1 below will form part of the Barking and Fenchurch Street Improvements Strategy and which, subject to approval by the Secretary of State, is intended to commence during that period and may continue into subsequent Contract Year(s). The Parties acknowledge that only Works Package 1 for each of Barking and Fenchurch Street Stations (as set out in the table below) form part of the Cost Budget as at the Start Date (and implementation will necessitate a Business Plan Revision where the external funding source specified in the final column of the table below is not secured) and the column headed "Estimated Cost" (other than in respect of Works Package 1 for each of Barking and Fenchurch Street Station) is for information purposes only and shall not be binding in any respect.</p>

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			<p>3 In addition, the Barking and Fenchurch Street Improvements Strategy shall also include the matters described in Tables 2 and 3, and accordingly, in respect of the matters described in Tables 2 and 3, the Parties acknowledge and agree that:</p> <ul style="list-style-type: none"> (a) the projects are multi-year projects, which will span the Initial Business Plan relating to the first Contract Year and the Business Plan(s) and associated Cost Budget(s) for future Contract Year(s); (b) the work packages referred to in Tables 2 and 3 below relate to the components of the project intended to be delivered during the one year period commencing on [REDACTED⁸⁹]; (c) the Business Plan for future Contract Years may be updated to include different delivery timescales and/or constitution of the works package(s) than those anticipated at the time of preparing the Barking and Fenchurch Street Improvements Strategy pursuant to the Business Plan for the first Contract Year and this Business Plan Commitment (which could have a consequential impact on delivery of the Barking and Fenchurch Street Improvements Strategy in future Contract Years, the Cost Budget for such Contracts Years and the Integrated Station Asset Management Plan); (d) the column headed "Estimated Cost" in the tables set out below is for information purposes only and shall not be binding in any respect; (e) none of the proposed work packages form part of the Cost Budget as at [REDACTED⁹⁰] (and the Start Date); (f) the actual cost of each work package will be developed over time and will be set in the relevant Business Plan; and

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			<p>(g) the expected delivery date of the particular works package is set out in the final column of the tables set out below.</p> <p>4 In relation to those items from either Tables 2 or 3 that form part of the Barking and Fenchurch Street Improvements Strategy, the Operator shall, as soon as reasonably practicable following the relevant information becoming available for a particular work package in respect of a particular station enhancement described in those tables, submit to the Secretary of State a strategy for the implementation of the proposed enhancement including details regarding its proposed funding strategy, any third party contributions and the estimated cost (the "Works Package Strategy"). It is recognised that the Works Package Strategy may revise the proposed scope of the particular works package and will set out an estimated cost, rather than actual cost, some or all of which of such estimated cost may have been built into the Cost Budget for such Contract Year.</p> <p>5 Implementation by the Operator of any element of works under this Business Plan Commitment shall be subject to obtaining any necessary consents or approvals from third parties (including, where applicable, planning permission, heritage consents, station change approval, other regulatory approval). Where any consent or approval from a third party is required, the Operator shall use all reasonable endeavours to procure that consent or approval within such timescales as would enable the Operator to deliver that element of the works on or before the delivery date specified.</p> <p>6 Part 1 of the general provisions under the heading "Business Plan Components" shall apply to this Business Plan Commitment.</p> <p>Table 1</p> <table border="1" data-bbox="907 1093 2040 1252"> <thead> <tr> <th data-bbox="907 1093 981 1190">WP</th> <th data-bbox="981 1093 1415 1190">Project</th> <th data-bbox="1415 1093 1736 1190">Estimated Cost (for information purposes)</th> <th data-bbox="1736 1093 2040 1190">Funding Source</th> </tr> </thead> <tbody> <tr> <td colspan="4" data-bbox="907 1190 2040 1252">Barking Station</td> </tr> </tbody> </table>	WP	Project	Estimated Cost (for information purposes)	Funding Source	Barking Station			
WP	Project	Estimated Cost (for information purposes)	Funding Source								
Barking Station											

No.	Plan ref.	Purpose/benefit	Commitment			
			1	Tender and complete the GRIP5 Study (providing the overarching design)	[REDACTED ⁹¹] has been included in the Cost Budget (which includes the cost of the engineering and construction manager)	Pending approval by the Secretary of State
			2	Demolishing retail units at front of station	c. [REDACTED ⁹²]	Railway Heritage Trust Grant Funded
			3	Cleaning and repair of the station facade	c. [REDACTED ⁹³]	Railway Heritage Trust Grant Funded
			4	Changing places toilets and other improvements (including new power supply, CER room and control point, and refurbishment of P1 facilities)	[REDACTED ⁹⁴]	Secretary of State Mid Tier AfA Grant Funded
Fenchurch Street Station						

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No.	Plan ref.	Purpose/benefit	Commitment			
			1	Tender and complete the GRIP5 Study (providing the overarching design)	[REDACTED ⁹⁵] has been included in the Cost Budget (which includes the cost of the engineering and construction manager)	Pending approval by the Secretary of State
			2	Negotiate new tenancy agreement for former Superdrug unit and secure third-party fit out (downstairs - front right, looking at station)	N/A	Select Service Partners commercial proposal approved by the Secretary of State
			3	Negotiated surrender and shell/core refurbishment, of former-Select Service Partners units (upstairs - left hand side, back to gateline)	[REDACTED ⁹⁶] +/-30%	Secretary of State Funded
Table 2						
Barking Station						
WP	Project	Estimated Cost (for information purposes)	Funding Source	Expected Year of Delivery		

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No.	Plan ref.	Purpose/benefit	Commitment				
			5	New gateline on left-hand side to reduce crowding and enhance revenue protection	[REDACTED ⁹⁷] +/-30% Est. cost	Pending funding by the Secretary of State	[REDACTED ⁹⁸]
			6	New commercial retail and out-of-home advertising opportunities (following gateline completion)	Unknown	Pending funding by the Secretary of State/ Commercial Retail proposal	[REDACTED ⁹⁹]
			7	Implement remaining items from GRIP 5 designs	Unknown. Pending outcome of FST WP 1	Pending funding by the Secretary of State	Dependent on BKG Work Package 1 (GRIP 5 Design)
			8	Deliver HVM schemes in collaboration with the London Borough of Barking and Dagenham (LBBD), NR security team and Anglia Route. Delivery subject to NR funding and planning consent from the	[REDACTED ¹⁰⁰] (stage 1). (Stage 2 & 3 Unknown)	Stage 1 of 3 funded by NR Security Team (in the amount set out in the adjacent column).	Dependent on the findings of Stage 1 works.

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				London.		column). Stage 2 & 3 (of 3) funding has not yet been confirmed.		
25.	Improving our stations (3F)	Unlock value from disused/ redundant railway assets to support social enterprise and improve the overall station environment	1	<p>For the purposes of this Business Plan Commitment:</p> <p>(a) “Potential SIF List” is defined in paragraph 2;</p> <p>(b) “SIF Project” is defined in paragraph 4; and</p> <p>2 the “Station Infrastructure Fund” is a fund that may be used to fund improvements to Stations in accordance with this Business Plan Commitment (and “SIF” shall be construed accordingly). For the first Contract Year, the fund is [REDACTED¹⁰²].</p> <p>The Parties acknowledge and agree that the Operator has outlined a wide range of potential schemes in the Business Plan for the first Contract Year for which funding from the Station Infrastructure Fund may be utilised (the “Potential SIF List”, which is set out in Annex to Plan 3F in the Operator’s Strategic Plan), including potential schemes in each of the following areas:</p> <p>(a) environmental initiatives;</p> <p>(b) revenue Protection initiatives;</p> <p>(c) Service Quality Regime initiatives;</p>				

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			<p>(d) more accessible railway initiatives; and</p> <p>(e) supporting social and economic development in the community.</p> <p>3 It is recognised that it will not be financially possible to implement all of the potential schemes on the Potential SIF List.</p> <p>4 Within two Reporting Periods of the Start Date, the Operator shall submit the station improvement projects (whether from the Potential SIF List or otherwise) which the Operator recommends are approved for funding from the Station Infrastructure Fund, including an outline of the benefits of the SIF project and a costed business case (each being a “SIF Project”).</p> <p>5 The Operator shall implement shall implement any SIF Projects, as approved or determined by the Secretary of State, in accordance with the terms of the same. The Parties agree and acknowledge that SIF Projects are to be funded from the Station Infrastructure Fund. To the extent that Station Infrastructure Fund funding is used, there will be no Cost Budget Change Event in connection with the implementation of a SIF Project. Notwithstanding the foregoing, the operation of the Cost Budget Change Event regime in Chapter 7.5 (Variations, Changes and Amendments) of the Contract shall not otherwise be affected.</p>
26.	Improving our stations (3F)	Enhance the railway network to support economic growth and social mobility by working in partnership with third parties investors	<p>Third Party Sponsored Schemes</p> <p>1 Throughout the period commencing on the Start Date and expiring on the earlier of:</p> <p>(a) the Expiry Date; or</p> <p>(b) completion of the relevant third party sponsored scheme,</p> <p>the Operator shall provide design and technical assurance services to the relevant sponsor identified in column C of the table below in relation to the third party sponsored scheme identified in column B of the table below at each relevant Station specified in column A of the table below. The Parties acknowledge and agree that the cost of the provision of such design and technical assurance services in</p>

No.	Plan ref.	Purpose/benefit	Commitment																								
			<p>respect of the Stations identified as Category "A" in column D of the table below form part of the Cost Budget as at the Start Date.</p> <p>2 In respect of the Stations identified as Category "B" in column D of the table below, the costs of providing the design and technical assurance services have not been included in the Cost Budget as at the Start Date. Accordingly, as soon as reasonably practicable following the Operator becoming aware that design and technical assurance services will be required in respect of any of the Stations identified as Category "B", it shall submit to the Secretary of State a business case (each being a “Third Party Sponsored Schemes Business Case”) for the procurement and offering of such support in relation to those third party sponsored initiatives:</p> <table border="1" data-bbox="848 687 2085 1359"> <thead> <tr> <th data-bbox="848 687 1070 799">Column A Station</th> <th data-bbox="1070 687 1619 799">Column B Description</th> <th data-bbox="1619 687 1937 799">Column C Sponsor</th> <th data-bbox="1937 687 2085 799">Column D Category</th> </tr> </thead> <tbody> <tr> <td data-bbox="848 799 1070 935">Stanford-le-Hope</td> <td data-bbox="1070 799 1619 935">New station build and forecourt to support growth of nearby London Gateway port and logistics parks</td> <td data-bbox="1619 799 1937 935">Thurrock Borough Council</td> <td data-bbox="1937 799 2085 935">A</td> </tr> <tr> <td data-bbox="848 935 1070 1031">Purfleet</td> <td data-bbox="1070 935 1619 1031">Redeveloped station to support investment in new Purfleet town centre</td> <td data-bbox="1619 935 1937 1031">Thurrock Borough Council/Private developer</td> <td data-bbox="1937 935 2085 1031">A</td> </tr> <tr> <td data-bbox="848 1031 1070 1126">Grays Underpass</td> <td data-bbox="1070 1031 1619 1126">Create an underpass at Grays to allow the level crossing to be closed</td> <td data-bbox="1619 1031 1937 1126">Thurrock Borough Council</td> <td data-bbox="1937 1031 2085 1126">A</td> </tr> <tr> <td data-bbox="848 1126 1070 1262">West Horndon</td> <td data-bbox="1070 1126 1619 1262">Redevelopment of station (including new or enhanced lifts) to support Local Plan to deliver housing targets</td> <td data-bbox="1619 1126 1937 1262">Brentwood Borough Council/ Thurrock Borough Council</td> <td data-bbox="1937 1126 2085 1262">B</td> </tr> <tr> <td data-bbox="848 1262 1070 1359">Tilbury Town</td> <td data-bbox="1070 1262 1619 1359">Station improvement to downside and upside linked to Town Investment Plans (TIP)</td> <td data-bbox="1619 1262 1937 1359">Thurrock Borough Council</td> <td data-bbox="1937 1262 2085 1359">B</td> </tr> </tbody> </table>	Column A Station	Column B Description	Column C Sponsor	Column D Category	Stanford-le-Hope	New station build and forecourt to support growth of nearby London Gateway port and logistics parks	Thurrock Borough Council	A	Purfleet	Redeveloped station to support investment in new Purfleet town centre	Thurrock Borough Council/Private developer	A	Grays Underpass	Create an underpass at Grays to allow the level crossing to be closed	Thurrock Borough Council	A	West Horndon	Redevelopment of station (including new or enhanced lifts) to support Local Plan to deliver housing targets	Brentwood Borough Council/ Thurrock Borough Council	B	Tilbury Town	Station improvement to downside and upside linked to Town Investment Plans (TIP)	Thurrock Borough Council	B
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			Dagenham Dock	To support various local redevelopments including relocation of City of London food markets	London Borough of Barking & Dagenham	B
			Beam Park	New station between Dagenham Dock and Rainham to serve new housing development. Contingent on the Secretary of State's consent.	Greater London Authority	A
			Dagenham East	Reinstate Dagenham East station between Upminster & West Horndon to support LondonEast – Business and Technology Park	London Borough of Barking and Dagenham	B
			Corringham	New station between Pitsea and Stanford le Hope to support housing growth	Private Developer	B
			<p>3 The Operator shall:</p> <p>(a) throughout the period commencing on the Start Date and expiring on the earlier of:</p> <p>(i) the Expiry Date; or</p> <p>(ii) completion of the relevant scheme,</p> <p>provide design and technical assurance to assist Network Rail's delivery of schemes under the alliance framework agreement (as existed under the Previous Agreement and subject to such amendments as may be agreed in connection with this Contract) at Grays, Chalkwell, Southend East and Ockendon stations; and</p>			

No.	Plan ref.	Purpose/benefit	Commitment
			<p>(b) on or before [REDACTED¹⁰³], apply for funding to replace lifts and footbridges at one or more of the following stations: Thorpe Bay, Rainham and Westcliff, should a further round of "Access for All" funding be made available.</p> <p>4 Part 1 of the general provisions under the heading "Business Plan Components" shall apply to this Business Plan Commitment.</p>
27.	Delivering a more accessible railway (4A)	Ensuring a focus on accessibility in undertaking each of the stations-related works described in the Business Plan Commitments	<p>Placing accessibility at the heart of Stations works</p> <p>1 Wherever the Operator intends to implement enhancement works identified in any Business Plan Commitment at any Station, the Operator shall ensure that it takes full account of and maintains full oversight of and input into accessibility implications in developing the specification for such enhancement works and (where appropriate) shall procure that feedback on such enhancement works is obtained from members of the Operator's accessibility panel.</p> <p>2 Without prejudice to the generality of the foregoing, prior to seeking the approval of any particular scope of enhancement works and/or business case for an enhancement from the Secretary of State as a Business Plan Revision, the Operator shall procure that:</p> <p>(a) the Operator's accessibility panel is presented with details of each proposed project and is given reasonable opportunity to review, provide comments and (where appropriate) recommend the project for implementation;</p> <p>(b) the Operator's customer focussed goal group is given opportunity to review and endorse each proposed project; and</p> <p>(c) to the extent considered reasonably necessary by the Operator (acting as a Good and Efficient Operator), it takes into account the outcome of (a) and (b) in the proposed scope of enhancement works and/or business case prior to submitting it to the Secretary of State.</p>

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28.	Delivering a more accessible railway (4A)	Improve accessibility of the railway for all users and potential users, by focusing on improving the customer experience for those with disabilities or impairments	<p>Customer Experience Delivery</p> <p>1 The Operator shall, on or before [REDACTED¹⁰⁴], use reasonable endeavours to procure that the National Rail Enquiry Scheme is updated to include information in relation to any material issue relating to the accessibility of the Operator’s Stations or Passenger Services (“Accessibility Issue”) and is made available to passengers within [REDACTED¹⁰⁵] of the Operator notifying the National Rail Enquiry Scheme of the Accessibility Issue.</p> <p>2 The Operator shall, on or before [REDACTED¹⁰⁶], implement the following measures aimed at improving customer experience:</p> <ul style="list-style-type: none"> (a) reducing the timeframe for customers to book assisted travel from 4 hours to 2 hours, as required by the Operator’s Accessible Travel Policy, it being acknowledged that this Business Plan Commitment is intended to deliver a regulatory obligation to the ORR and the Secretary of State shall not have any claim against the Operator in respect of any contravention of this Business Plan Commitment; (b) the Operator is able to proactively contact customers to advise them of any Accessibility Issue; (c) increasing the use of social media for the benefit of passengers with disabilities, as included in the Operator’s Accessibility and Inclusion Social Media Plan (included at appendix 8 to the Strategic Plan) which the parties acknowledge is already in place as at the Start Date; (d) introducing live station facility information on the Operator’s website for each of its Stations, using information drawn from the Operator’s Tyrell System (defined in paragraph 2); and

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			<p>(e) rolling out an enhanced disability awareness training programme to all Business Employees involved in providing frontline Station Services.</p> <p>3 For the purposes of this Business Plan Commitment, “Tyrell System” means the Nexus Alpha product used by the Operator's Service Delivery Centre to distribute information messages regarding disruption.</p>
29.	Delivering a more accessible railway (4A)	Improve accessibility of the railway for all users and potential users, by engaging, working with, and learning from, customers and stakeholders who understand the barriers to using the railway for people with disabilities and impairments	<p>Customer and Stakeholder Engagement Initiatives</p> <p>1 The Operator shall, on or before [REDACTED¹⁰⁷], use all reasonable endeavours to implement customer and stakeholder initiatives in order to improve collaboration and customer experience, including:</p> <p>(a) collaborating with the Train Operator responsible for passenger services in the East Anglia region to successfully establish and launch a regional accessibility panel, with the purpose of facilitating feedback, input and engagement from customers that have experience of living with a disability and using the railway;</p> <p>(b) collaborating with Local Authorities to run ‘Try-A-Train’ days and supporting local travel trainers who are companions to disabled people that are not confident in using rail (as and when COVID-19 Guidance and Regulation permits);</p> <p>(c) collaborating with “Inclusion London” to ensure that the Operator’s Enhanced Disability Awareness Training is effective and up to date; and</p> <p>(d) using any information obtained by the Operator to implement the collaboration initiatives outlined in paragraphs (a) to (c) above to develop the Minor Works Proposals in accordance with the Minor Works Business Plan Commitment.</p>
30.	Delivering a more accessible railway (4A)	Collaborate with the industry to benefit passengers with disabilities.	<p>Accessibility Collaboration Initiatives</p>

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			<p>1 The Operator shall, on or before [REDACTED¹⁰⁸], use all reasonable endeavours to implement the following accessibility collaboration initiatives (each an “Accessibility Collaboration Initiative”):</p> <ul style="list-style-type: none"> (a) an initiative involving collaboration with the accessibility representatives of other Train Operators via the RDG to define and deliver a consistent approach to accessibility and inclusivity; (b) an initiative involving the development of a ‘One Railway’ collaborative approach at Liverpool Street and Stratford stations for customers to receive assistance from other Train Operators and Network Rail in relation to stations operated by such other Train Operators or Network Rail (as the case may be); (c) continuing to collaborate with the Train Operator responsible for passenger services in the East Anglia region and TfL to coordinate the use of an available accessible bus pool (the “Bus Pool”) for the provision of bus services by the Operator, the Train Operator responsible for passenger services in the East Anglia region and TfL for any planned or unplanned disruption to railway passenger services operated on the Route, or on other parts of the network which are reasonably local to the Routes. The Operator, the Train Operator responsible for passenger services in the East Anglia region and TfL shall use reasonable endeavours to ensure that the Bus Pool comprises Public Service Vehicle Accessibility Regulations-compliant vehicles; and (d) continue to collaborate with RDG to support the industry development and rollout of the “Passenger Assist” app. <p>2 The Operator’s obligations in relation to each Accessibility Collaboration Initiative shall apply in addition to its obligations set out in Chapter 5.3 (Accessibility and Inclusivity) of the Contract.</p>
31.	Delivering a more accessible railway (4A)	Deliver improvements in accessibility to increase access to	<p>Minor Works</p> <p>1 The Parties acknowledge and agree that:</p>

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		the railway network for persons with disabilities.	<p>(a) the sum specified in the Cost Budget to be used to implement Minor Works Proposals during the year commencing on [REDACTED¹⁰⁹] and expiring on [REDACTED¹¹⁰] is [REDACTED¹¹¹] (the "Minor Works Budget"); and</p> <p>(b) "Minor Works" may include improvements to Stations and/or the implementation of software or applications or systems that people can use.</p> <p>2 The Parties acknowledge that the Operator has submitted its proposals for minor works (the "Minor Works Proposals") and the Minor Works Proposals, as approved by the Secretary of State, shall be implemented by the Operator during the first Contract Year of this Contract. The Parties agree and acknowledge that the implementation of Minor Works Proposals are funded from the Minor Works Budget and accordingly that there will be no Cost Budget Change Event in connection with the implementation of a Minor Works Proposal.</p> <p>3 Any Minor Works Proposal (and, where agreed, the implementation of any Minor Works Proposal) under this Business Plan Commitment must comply with the standards set out in the "Design Standards for Accessible Railway Stations: a Code of Practice by the Department for Transport and Transport Scotland".</p>
32.	Developing the customer information proposition (4C)	The purpose of the rollout of the Zipabout platform is to collaborate with the government sponsored initiative and the wider TOC industry to provide improved, relevant customer information to inform their journey planning	<p>Zipabout</p> <p>1 The Parties recognise that, as at the Start Date, the rail industry proposes to roll out the Zipabout platform across all Train Operators, with the intention of delivering enhanced passenger information through the delivery of personalised notifications. At the Start Date, the detail of such roll out had not</p>

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		experience and improve overall customer satisfaction particularly in times of disruption	<p>been confirmed and the Operator has budgeted [REDACTED¹¹²] in the Cost Budget for implementation of the Zipabout platform.</p> <p>2 Subject to more detailed plans being available as soon as reasonably practicable following receipt of all relevant further information from the RDG, if the Operator reasonably anticipates that the costs of the roll out of the Zipabout platform will exceed [REDACTED¹¹³], the Operator shall prepare and submit to the Secretary of State a costed proposal (the "Zipabout Proposal") for implementation of the Zipabout platform across the Operator's business.</p> <p>3 If the anticipated costs of the roll out of the Zipabout platform are reasonably anticipated by the Operator to be equal to or less than [REDACTED¹¹⁴] the Operator shall implement the roll out of the Zipabout platform, subject to obtaining any necessary consents from third parties (including, where applicable, regulatory approval). Where any consent or approval from a third party is required, the Operator shall use all reasonable endeavours to procure that consent or approval within such timescales as would enable the Operator to deliver that element of the Zipabout Proposal on or before the delivery date specified.</p> <p>4 Part 1 of the general provisions under the heading "Business Plan Components" shall apply to this Business Plan Commitment.</p> <p>Smarter Journeys, Smarter Information</p> <p>1 The Operator shall continue to actively engage with and support the development of the "Smarter Journeys, Smarter Information" programme promoted by the Rail Delivery Group (the "SJ Programme"), it being recognised that the SJ Programme has significant ambitions for change which may necessitate changes to the Operator's systems, processes or resources.</p>

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			<p>2 If at any time the SJ Programme recommends any changes to the Operator's systems, processes or resources (the "SJ Recommendations"), within three Reporting Periods of receipt of such SJ Recommendations, the Operator shall create and submit to the Secretary of State a costed business case for implementing the SJ Recommendations (the "SJ Business Case").</p> <p>3 Part 1 of the general provisions under the heading "Business Plan Components" shall apply to this Business Plan Commitment.</p>
33.	Introduce and Embed a Service Quality Regime (4E)	<p>The purpose of implementing a new Service Quality Regime is to ensure an ongoing, objective and consistent focus on Service quality within the Operator's stations and on trains.</p> <p>The SQR record will provide an up to date record of issues requiring rectification and ensure that the Operator can monitor costs associated with improvements alongside customer sentiment with regards to the quality of stations and trains.</p> <p>The SQR regime will monitor service standards across the organisation and make necessary recommendations for improvements as well as monitoring and tracking the delivery of the Service Quality</p>	<p>Service Quality Regime</p> <p>1 The Operator shall appoint a service quality manager (the "Service Quality Manager") (in accordance with the timeframe specified in paragraph 3) whose responsibilities shall include:</p> <ul style="list-style-type: none"> (a) managing the Service Quality Regime; (b) implementing and thereafter managing the SQR Management System and SQR Register on an ongoing basis; and (c) reviewing and agreeing any re-organisation of responsibilities for service quality delivery including, for example, whether responsibility for outsourced cleaning transfers to this role. <p>2 Prior to the Start Date, the Operator submitted its proposals relating to the upgrades to its Service Quality Regime to the Secretary of State ("SQR Proposals").</p> <p>3 The Operator shall use best endeavours to appoint the Service Quality Manager ("best endeavours" to be construed in the context of the need to undertake a robust recruitment process to identify a suitable individual and taking into account, where relevant, a reasonable notice period from that individual's current employment) within three Reporting Periods (such date being the "Relevant Date") of the Secretary of State approving the appointment of and costs associated with the Service Quality Manager and approving the SQR Proposals (whether such approval is given pursuant to this Contract or under the Previous Agreement). In the event that the Operator may be at risk of not appointing a Service Quality Manager by the Relevant Date, it shall keep the Secretary of State informed in a timely manner and the Parties (acting reasonably) shall consider alternative courses of action.</p>

No.	Plan ref.	Purpose/benefit	Commitment
		areas that are underperforming or require rectification.	<p>4 Subject to paragraphs 3 and 5, the Operator shall:</p> <ul style="list-style-type: none"> (a) on or before the Relevant Date, extend the existing contract with the Operator's incumbent SQMS provider; (b) on or before the Relevant Date, procure a new mystery shopping contract; and (c) on or before the Relevant Date, implement the Service Quality Regime in accordance with the terms of the Contract. <p>5 Where rectification work is identified by the Operator that is not already covered by the station maintenance element of the Cost Budget, the Operator shall prepare and submit to the Secretary of State a proposal for funding for such rectification work ("Rectification Approval and Funding Proposal"). Until such time as the Rectification Approval and Funding Proposal has been agreed by the Secretary of State and the Operator has had reasonable opportunity to implement such rectification work:</p> <ul style="list-style-type: none"> (a) in calculating the Performance Based Fee, the Secretary of State shall take into account: <ul style="list-style-type: none"> (i) the funding which has been made available to the Operator and accordingly if no funding has been made available to remedy the fault which is the subject of the rectification work, such matter shall be taken into account by the Secretary of State; and (ii) whether the Operator, acting as a Good and Efficient Operator, would have met the SQR Benchmarks, including consideration of whether the need for rectification work resulted from the Operator not complying with its obligations; (b) in respect of the fault which is the subject of the rectification work, the Operator shall not be required to develop or implement any Remedial Plan or any other plans to remedy performance shortfalls (including Action Plans, NRPS Improvement Plans, TT Actions Plans, Service Quality Improvement Proposals, Remedial Agreements and/or Business Plan KPI Improvement Plans); and (c) no contravention or default of the Contract shall occur as a consequence of the fault which is the subject of the rectification work.

No.	Plan ref.	Purpose/benefit	Commitment
			6 Part 1 of the general provisions under the heading "Business Plan Components" shall apply to this Business Plan Commitment.
34.	Developing the retail & ticketing customer proposition (4B)		<p>Smart Media and fraud prevention</p> <p>1 On or before [REDACTED¹¹⁵], the Operator shall undertake an engagement programme for Business Employees with the intention of promoting the retailing of Smart Media by default (rather than the use of paper tickets). The scope of such engagement programme, shall include supporting Business Employees in:</p> <p>(a) providing information to passengers on Smart Media and smart retailing products; and</p> <p>(b) using ticket office machines for retailing Smart Media.</p> <p>2 On or before [REDACTED¹¹⁶], the Operator shall complete the rollout commenced under the Previous Agreement of PICO handheld Smart Media ticket inspection devices to Business Employees in the role of Revenue Protection Officer in order to enable those Business Employees to be able to validate tickets held on Smart Media.</p> <p>3 With effect from the Start Date and subject to paragraph 4, the Operator shall continue to collaborate with the industry (and in particular RDG) in relation to increasing the types of ticket available to be deployed onto Smart Media, including Super Off Peak fares.</p> <p>4 The obligation in paragraph 3 shall be subject to the Operator obtaining the cooperation from, and agreement with, TfL and RDG to implement such changes to systems and processes managed by TfL and RDG to enable those fares to be available for deployment onto Smart Media. The Operator shall use all reasonable endeavours to obtain TfL and RDG's agreement to implement such changes.</p>

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Business Plan Commitments

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35.	A marketing plan to drive recovery (3A)	The purpose of improved CRM initiatives, linked with successful deployment of marketing activity ensures that the Operator holds relevant, allowable customer information and permissions and ensures that the communications are tailored to individual customer types and requirements. It enables greater personalisation and can increase customer journeys, facilitating recovery. Communications informed by data	<p>CRM Improvement Initiatives</p> <p>1 On or before [REDACTED¹¹⁷], the Operator shall design and/or implement the following customer relationship management activities as part of the Operator's ongoing customer relationship management communications strategy and with the intention of stimulating lapsed users, retaining customers, and driving increased frequency of purchase:</p> <ul style="list-style-type: none"> (a) Designing a "test and learn" strategy to price promotions, aimed at increasing demand, revenue and loyalty to digital retailing channels; (b) Use customer relationship management as part of an integrated marketing strategy communicating existing travel / destination promotions and using custom promotion campaigns alongside marketing campaigns using customer relationship management tools including emails to drive leisure travel and in-app purchase; (c) Implementing a data acquisition programme to gain better quality customer data using targeted owned digital and in station media (d) Delivering a welcome programme to newly registered customers with a series of emails designed to drive Smart Media uptake, app downloads and online ticket purchase; (e) Undertaking research and delivering a retention programme targeting lapsed customers with reassurance around safety concerns, encouraging them to switch to and continue to use digital ticketing channels when they resume travel (as and when COVID-19 Guidance and Regulation permits); (f) Reviewing existing Operator research and third party research which is available free of charge (insofar as relevant to Essex Thameside) to understand customer socio-demographics, future intentions to travel and future anticipated frequency of travel segmented by journey purpose and geography; and

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			<p>(g) Delivering a nurture program with timely prompts to repeat purchases, leveraging Smart Media benefits to encourage loyalty to Smart Media.</p> <p>Marketing Initiatives</p> <p>1 The Parties recognise that, as at the Start Date, the Operator has developed a marketing plan which includes a number of marketing initiatives in respect of the Contract Year commencing on the Start Date (the “Marketing Plan”), comprising the following campaigns more particularly described in the Marketing Plan (each being a “Year 1 Marketing Plan Initiative”):</p> <table border="1" data-bbox="831 592 1944 951"> <thead> <tr> <th></th> <th>Marketing Initiative</th> <th>Cost Budget 2021/22</th> <th>Change versus 2020/21</th> </tr> </thead> <tbody> <tr> <td>(a)</td> <td>‘National RDG Marketing’ campaign;</td> <td>[REDACTED¹¹⁸]</td> <td>[REDACTED¹¹⁹]</td> </tr> <tr> <td>(b)</td> <td>‘Marketing Campaigns’, sub-divided into the following sub-components:</td> <td></td> <td></td> </tr> <tr> <td>(i)</td> <td>‘New trains’;</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>(ii)</td> <td>‘Commuter Campaigns’;</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>(iii)</td> <td>‘Leisure Campaigns’;</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>(iv)</td> <td>‘National Flexi Product’; and</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>(c)</td> <td>‘Push Notifications’.</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> </tbody> </table> <p>and in respect each Year 1 Marketing Plan Initiative and subject to paragraph 2, the Operator shall use all reasonable endeavours to implement the Year 1 Marketing Plan Initiatives in accordance with the Marketing Plan on or before [REDACTED¹²⁰]. The: (i) breakdown of costs included in the Cost Budget; and (ii) the change in costs compared with the final year of the Previous Agreement, in each case set out alongside each of the marketing campaigns above are</p>		Marketing Initiative	Cost Budget 2021/22	Change versus 2020/21	(a)	‘National RDG Marketing’ campaign;	[REDACTED ¹¹⁸]	[REDACTED ¹¹⁹]	(b)	‘Marketing Campaigns’, sub-divided into the following sub-components:			(i)	‘New trains’;	[REDACTED]	[REDACTED]	(ii)	‘Commuter Campaigns’;	[REDACTED]	[REDACTED]	(iii)	‘Leisure Campaigns’;	[REDACTED]	[REDACTED]	(iv)	‘National Flexi Product’; and	[REDACTED]	[REDACTED]	(c)	‘Push Notifications’.	[REDACTED]	[REDACTED]
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			<p>estimated costs for information purposes only and shall not form part of any legally binding obligation between the Parties.</p> <p>2 In using all reasonable endeavours to implement the Year 1 Marketing Plan Initiatives in accordance with the Marketing Plan on or before [REDACTED¹²¹], the following shall apply:</p> <p>(a) as part of the first Periodic Finance Review Meeting in each Quarter, the Parties shall discuss and (each acting reasonably) shall seek to approve the Operator incurring the expenditure associated with the implementation and delivery of particular components of the Year 1 Marketing Plan Initiatives in the period between that Periodic Finance Review Meeting and the first Periodic Finance Review Meeting in the immediately succeeding Quarter;</p> <p>(b) the Parties acknowledge that there are lead times to the delivery of marketing campaigns and ordinarily at least six (6) weeks will be required to implement the necessary requirements (including booking media, designing the campaign and undertaking the production process) to deliver the Year 1 Marketing Plan Initiatives. Accordingly, any delay in securing any required approvals to commence the implementation of any Year 1 Marketing Plan Initiative is likely to result in a delay to the date upon which that Year 1 Marketing Plan Initiative is delivered;</p> <p>(c) recognising the lead times set out in paragraph 2(b):</p> <p>(i) the Operator shall give the Secretary of State as much notice as is reasonably practicable in the circumstances before it proposes to commence the implementation of any Year 1 Marketing Plan Initiative; and</p> <p>(ii) the Parties (each acting reasonably) shall work together to progress any required approvals as soon as reasonably practicable with the intention of implementing and delivering the Year 1 Marketing Initiative without undue delay to the proposed timescales for implementation and delivery; and</p>

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			<p>(d) the Operator shall not commence the implementation of any Year 1 Marketing Plan Initiative until the Secretary of State grants approval to the Operator,</p> <p>and the Operator shall not be required to implement or deliver a particular component of the Year 1 Marketing Plan Initiatives if the Secretary of State does not approve the associated expenditure. The Parties agree and acknowledge that the delivery of Year 1 Marketing Plan Initiatives already form part of the Cost Budget and there will not be any Cost Budget Change Event in connection with the implementation of the same.</p> <p>Salesforce support</p> <p>On or before [REDACTED¹²²] and subject to receiving the cooperation of the relevant counterparty, the Operator shall enter into a contract which provides support for the Salesforce Customer Relationship Management System utilised by the Operator for the purpose of providing continuous improvement in the Operator's customer relationship management activity.</p>
36.	A marketing plan to drive recovery (3A)	Maximising revenue as COVID-19 Guidance and Regulation is relaxed.	<p>Recovering from the impact of COVID-19 Guidance and Regulation</p> <p>1 The Operator shall:</p> <p>(a) with effect from the Start Date and until such time as determined by the Secretary of State, provide a report (at the same time as the Operator provides its periodic report in accordance with paragraph 5.1 of Chapter 1.1 of the Contract) to the Secretary of State which sets out trends:</p> <p>(i) in demand for the Passenger Services; and</p> <p>(ii) in revenue recovery (by both area and product type),</p> <p>in each case showing the impact of the COVID-19 Guidance and Regulation being relaxed;</p> <p>(b) with effect from the Start Date and until such time as determined by the Secretary of State, provide reports (at the same time as the Operator provides its periodic report in accordance with paragraph 5.1 of Chapter 1.1</p>

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			<p>of the Contract) to the Secretary of State which sets out marketing metrics relating to monitoring delivery of the Operator's marketing campaigns, customer engagement and customer actions being adopted by the Operator;</p> <p>(c) on or before [REDACTED¹²³] undertake again an equivalent to the research undertaken by the Operator under the Previous Agreement in [REDACTED¹²⁴] which related to "propensity to travel" and provide a report to the Secretary of State which sets out the results of such research;</p> <p>(d) with effect from such date as such forum is established, actively participate in the Rail Revenue Recovery Group forum established by the RDG established to analyse industry demand and revenue trends; and</p> <p>(e) with effect from the Start Date, monitor feedback received on the Operator from each Wavelength Survey (as defined in paragraph 22.1(b) of Part 2 of Chapter 5.5 of this Contract) and take reasonable steps to respond to feedback, using statistics for London and the South East until the full Wavelength Survey is resumed and that resumed Wavelength Survey delivers sufficient data relating to the Operator.</p>
37.	Fares Initiatives to support recovery and reform (3B)	The purpose of this action is to ensure that the fares presented to the Operator's customer are relevant and transparent and offer the correct fare for their journey removing ambiguity and jargon thus	<p>Fares Reform</p> <p>1 The Operator shall, on or before [REDACTED¹²⁵], analyse the Operator's fares database to identify:</p> <p>(a) any redundant fares (being fares which are no longer sold); and</p> <p>(b) jargon, routings and/or descriptions which may reasonably be expected to cause ambiguity or confusion when presented to customers in journey planners,</p>

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		improving customer experience	<p>and, subject to paragraph 2, thereafter take such steps as may be reasonably necessary to (as applicable) remove redundant fares or reduce ambiguity or confusion.</p> <p>2 Implementation of the steps contemplated in paragraph 1 above shall be subject to obtaining any relevant industry or regulatory approvals or consents (including any approvals required under the Ticketing and Settlement Agreement) and the Operator shall use all reasonable endeavours to obtain any such industry or regulatory approvals or consents.</p>
38.	Revenue Protection Plan (3C)	<p>The purpose of this action is to come to an agreed position for year 1 and an agreed proposal to be drawn up on how the Operator will meet the revised ticketless travel target of [REDACTED¹²⁶] % meaning both without a ticket and those with an incorrect ticket commencing in year 2. Agreeing a plan in which the Operator will assess the current rate of ticketless travel and build a business case to be presented with costs and</p>	<p>Revenue Protection Plan</p> <p>1 The Operator commits to achieving a Ticketless Travel Rate not exceeding [REDACTED¹²⁸] % (including both: (i) passengers travelling on the Passenger Services without any ticket to travel: and (ii) passengers travelling on the Passenger Services with an incorrect ticket for the journey being made).</p> <p>2 After [REDACTED¹²⁹],</p> <p>(a) the Operator shall undertake a ticketless travel survey (the "First TTS") to establish an indicative Ticketless Travel Rate for a Ticketless Travel Survey Period, adopting the Ticketless Travel Survey Methodology;</p> <p>(b) the First TTS shall be undertaken within such period as the Parties (each acting reasonably) may agree, taking into account the recovery of passenger numbers (as compared with the position prior to the occurrence of COVID-19) following the relaxation of COVID-19 Guidance and Regulation and the need to generate a Ticketless Travel Rate that best represents the position the Operator would be in but for the existence of COVID-19 Guidance and Regulation; and</p> <p>(c) the Operator shall, within one Reporting Period of carrying out the First TTS and consistent with paragraph 1.3 of Chapter 8.1 of the Contract, produce and provide to the Secretary of State a report setting out the results</p>

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No.	Plan ref.	Purpose/benefit	Commitment
		benefits in order to meet the [REDACTED ¹²⁷] % for the Secretary of State's approval	<p>of such Ticketless Travel Survey and detailing how such Ticketless Travel Survey was carried out in accordance with the Ticketless Travel Survey Methodology (the "First TTS Report");</p> <p>(d) the Operator shall, within one Reporting Period of providing the First TTS Report to the Secretary of State, discuss the First TTS Report with the Secretary of State including:</p> <p>(i) identifying options which the Parties may consider for implementation to reduce the Ticketless Travel Rate;</p> <p>(ii) considering any proposed recommendations and/or actions to address other issues identified through the First TTS which it may be reasonable for the Operator to address; and</p> <p>(iii) each Party acting reasonably, agreeing the scope and timescales for the Operator producing and providing to the Secretary of State a costed proposal (where applicable, identifying any additional funding required for measures to further reduce the level of ticketless travel and a business case outlining the benefits, costs and resources required) intended to address the issues identified under (i) and (ii) (the "TTS Business Case"), in any case such TTS Business Case being provided to the Secretary of State by no later than three Reporting Periods after the date on which the First TTS Report is provided to the Secretary of State.</p>
39.	Growing ancillary revenue (3G)		<p>Ancillary Revenue</p> <p>1 The Operator shall, on or before [REDACTED¹³⁰], carry out a review and assessment of opportunities to generate and/or grow ancillary revenue, encompassing a broad variety of potential opportunities, including:</p> <p>(a) the matters identified in plan 3G of the Strategic Plan; and</p> <p>(b) undertaking a review of existing Station car park pricing policy and demand, and redesign such policy to maximise use and improve yield,</p>

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			<p>and submit to the Secretary of State a clear and comprehensive strategy in respect of the same (the “Ancillary Revenue Opportunity Assessment”).</p> <p>2 In relation to any tenancy for commercial or retail space at the Operator's Stations that requires renewal, extension or is a new arrangement during the period prior to [REDACTED¹³¹], the Operator shall use all reasonable endeavours to secure the best net income from such renewed, extended or new arrangement:</p> <p>(a) taking into account adjusted passenger footfall at such Station (including the impact of COVID-19 on passenger footfall), but nevertheless</p> <p>(b) not being constrained by the terms of any previous tenancy agreement in respect of such space.</p>

Business Plan Commitments

No.	Plan ref.	Purpose/benefit	Commitment
40.	Reducing environmental impact (5A)	To introduce further energy saving initiatives to reduce energy consumption and reduce carbon emissions	<p>Reducing Environmental Impact</p> <p>1 The Operator shall, on or before [REDACTED¹³²], prepare and submit to the Secretary of State an environmental plan comprising of:</p> <p>(a) a review of current environmental performance, any key issues and how the Operator can meet more challenging environmental targets (in addition to, and as compared against, the targets contained in the Business Plan KPIs in respect of environmental matters in this Business Plan), accompanied by the identification of actions and initiatives that could be taken to meet such challenging environmental targets</p>

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			<p>(the “Enhanced Environmental Targets”). Such actions and initiatives could include, but are not limited to, one or more business case proposals in relation to each of the following (the “Environmental BCPs”):</p> <ul style="list-style-type: none"> (i) evaluating the potential of installing LED lighting on Class 357 rolling stock; (ii) evaluating the potential of completing installation of LED lighting on stations; (iii) evaluating the potential of the removal and replacement of domestic gas boilers with alternative electricity-fuelled equipment, the replacement and upgrading of lighting controls, the replacement of low efficiency heating systems with high efficiency systems (both heating, ventilation and air conditioning and panel heaters at stations); (iv) identifying a process to measure the Operator's carbon emissions related to business travel and company road vehicles, in addition to existing measures of embodied carbon and energy use and carbon for site electricity and gas, as well as traction electricity; and (v) where applicable, any other initiatives aimed at reducing the Operator’s environmental impact. <p>(b) a clear statement of the proposed Enhanced Environmental Targets, together with a detailed description of the environmental benefits that such targets will deliver. Specifically with regard to Business Plan KPI number 74, the Operator shall prepare a fully costed plan to achieve a metric of at least 80% of waste being recycled or reused by [REDACTED¹³³] without the use of incineration; and</p> <p>(c) a detailed plan for how the Operator would meet the Enhanced Environmental Targets, including a clear explanation of the actions and/or initiatives that will be implemented in order to meet such targets and achieve the benefits described,</p> <p>the “Environmental Plan”.</p>

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No.	Plan ref.	Purpose/benefit	Commitment
			<p>2 Part 1 of the general provisions under the heading "Business Plan Components" shall apply to this Business Plan Commitment.</p>
41.	Continuous improvement in environmental and social impact (5B),	The reduce environmental impact in the communities the Operator operates through whilst providing a positive social impact	<p>Air Quality</p> <p>1 The Parties acknowledge that Network Rail and the RSSB intend to undertake joint initiatives to establish the most cost effective air quality monitoring solution for the railway network. In order to support the work undertaken by Network Rail and the RSSB, on or before [REDACTED¹³⁴], the Operator shall prepare and submit to the Secretary of State a business case for undertaking a scope of work (to be defined in that business case) to ascertain sources of air pollutants along the Routes with the intention of establishing a baseline of air quality (as referred to in the RSSB Air Quality Strategic Framework) (the "Air Quality BCP").</p> <p>2 Part 1 of the general provisions under the heading "Business Plan Components" shall apply to this Business Plan Commitment.</p> <p>Social Policy</p> <p>1 Within three Reporting Periods following the RSSB social values tool becoming available (and, if necessary, the Operator having used all reasonable endeavours to obtain the same after it has become available), the Operator shall investigate priority areas for input into the RSSB social values (provisionally expected to be available from [REDACTED¹³⁵]), to help determine the social impact of initiatives. The Operator will use the social values tool to identify existing strengths and weaknesses of the Operator's business and consider what actions can be taken to improve any weaknesses identified.</p> <p>2 The Operator shall submit to the Secretary of State a costed business case setting out the results of its work conducted pursuant to paragraph 1 and the steps it proposes to take to improve any weaknesses identified as part of the Operator's response to the Request for Business Plan for the second Contract Year in accordance with paragraph 3.4 of Chapter 7.7 of this Contract (the "SP Business Case").</p>

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			<p>3 Part 1 of the general provisions under the heading "Business Plan Components" shall apply to this Business Plan Commitment.</p> <p>Carbon</p> <p>1 On or before [REDACTED¹³⁶], the Operator shall prepare and submit to the Secretary of State a costed business case and long term strategy setting out initiatives (and associated resource required) to reduce the Operator's carbon footprint, which may include resource required to manage the initiatives (the "Carbon Reduction Business Case"). The Carbon Reduction Business Case shall include:</p> <p>(a) the strategic approach setting out a pathway for the Operator's total decarbonisation by 2050; and</p> <p>(b) the business case for the Operator procuring appropriate additional professional advisor support to develop science-based targets (and against which long term decarbonisation progress can be measured).</p> <p>2 Part 1 of the general provisions under the heading "Business Plan Components" shall apply to this Business Plan Commitment.</p>
42.			<p>Government policy note PPN0620</p> <p>1 On or before [REDACTED¹³⁷] and subject to paragraph 2, the Operator shall investigate and then prepare and submit to the Secretary of State a report and costed business case setting out the implications of the Operator taking into account social value in making procurement decisions in accordance with government policy note PPN0620 which shall include:</p> <p>(a) the potential impacts on other procurement and contract management desired outcomes such as the freedom to pursue cost efficiencies; and</p>

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			<p>(b) procurement and contract management resource implications, the "Social Value PPN Business Case".</p> <p>2 Part 1 of the general provisions under the heading "Business Plan Components" shall apply to this Business Plan Commitment.</p>