

Dated

10 September 2021

(1) The Secretary of State for Transport
(2) Abellio East Anglia Limited

National Rail Contract

East Anglia

Appendix 1 to the Business Plan - Greater Anglia – Business Plan Commitments

The Business Plan Commitments are subject to the provisions of and shall be interpreted in accordance with the National Rail Contract and, in accordance with and subject to Paragraph 8 of Chapter 7.7 (Business Plan), in the event of any conflict between the National Rail Contract and any Business Plan Commitment, the provisions of the National Rail Contract shall prevail.

Business Plan Commitments 101, 102 and 103 shall be subject to the provisions and protections of paragraphs 3.1, 4.1 and 5.1 of Chapter 7.8 (Fleet Replacement Programme and Capital Works Programme) which, for the avoidance of doubt, the Parties acknowledge shall apply following any change to the FRP Assumptions.

Business Plan Component	Ref.	Business Plan Commitment
LEADERSHIP, MANAGEMENT AND RESOURCING PLAN		
Leadership, Management and Resourcing	2.2.1.3	<p>1. Investors in People Accreditation</p> <p>1.1 Throughout the Contract Term the Operator shall:</p> <p style="padding-left: 40px;">1.1.1 maintain the Investors in People Accreditations in place where such accreditations have already been awarded at the Start Date; and</p> <p style="padding-left: 40px;">1.1.2 use all reasonable endeavours to achieve full Investors in People Accreditation across the full range of its business activities by the Start Date and shall maintain such accreditations throughout the Contract Term such that any such accreditation will supersede the requirement in 1.1.1.</p> <p>1.2 For the purpose of this Business Plan Commitment, “Investors in People Accreditations” means the standard for People Management as awarded by the Investors in People organisation.</p>

Business Plan Component	Ref.	Business Plan Commitment
Leadership, Management and Resourcing	2.2.1.3	<p>2. Introduce RM3-P on Anglia Route</p> <p>2.1 The Operator shall, in conjunction with Network Rail, introduce RM3(P) on the Network Rail Anglia Route and accordingly shall:</p> <p>2.1.1 by no later than [REDACTED¹] undertake a leadership assessment and an RM3(P) assessment at the Rail Operating Centre and make necessary recommendations to the Secretary of State; and</p> <p>2.1.2 once the Operator has made the recommendations referred to in paragraph 2.1.1 above, the Operator shall work with Network Rail and the Secretary of State to produce and agree reasonable and appropriate implementation plans in respect of these recommendations.</p> <p>2.2 If instructed to do so by the Secretary of State, the Operator will introduce RM3(P) using the implementation plans agreed in accordance with paragraph 2.1.2.</p> <p>2.3 Subject to obtaining the agreement of Network Rail, which the Operator shall use all reasonable endeavours to obtain, the Secretary of State can require the Operator to implement the plan as modified and either in whole or in part.</p> <p>2.4 For the purposes of this Business Plan Commitment:</p> <p>2.4.1 “RM3(P)” means Risk Management Maturity Model for Performance; and</p> <p>2.4.2 “Network Rail Anglia Route” means the management unit of Network Rail with such title responsible for routes over which the Passenger Services operate (including any successor management unit which might have a different title).</p>
Leadership, Management and Resourcing	2.2.1.6	<p>3. Cyber Assessment Framework</p> <p>3.1 The Operator shall work with the Secretary of State and their Cyber Compliance Team to produce an Improvement Plan, based upon a Cyber Assessment Framework that highlights the key systems which are at risk from cyber</p>

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		<p>security breaches and which captures the mitigation plans that are being put in place to manage those risks and meet the requirements set out within the Network and Information Systems Regulations 2018.</p> <p>3.2 The Improvement Plan shall be delivered to the Secretary of State by no later than the Start Date. The Operator shall provide to the Secretary of State on a quarterly basis, a Cyber Assessment Framework update on the relevant risks and mitigations including reference to threats anticipated to arise over the following eighteen (18) month period. The Operator shall discuss the Cyber Assessment Framework and quarterly updates as reasonably required by the Secretary of State.</p> <p>3.3 For the purposes of this Business Plan Commitment:</p> <p>3.3.1 “Cyber Compliance Team” means the team responsible for carrying out the roles and responsibilities of the Competent Authority (as designated under and for the purposes of the Network and Information Systems Regulations 2018) on behalf of the Secretary of State for Transport;</p> <p>3.3.2 “Cyber Assessment Framework” means a document in respect of cyber security, highlighting key systems at risk with reference to the Network and Information Systems Regulations 2018; and</p> <p>3.3.3 “Improvement Plan” means an agreement between GA and DfT "Cyber Compliance Team" inspector in respect of the cyber security improvement and mitigation plans that are being put in place to mitigate the risks identified in the "Cyber assessment Framework" document over the following 18 months, with reference to the Network and Information Systems Regulations 2018.</p>
Leadership, Management and Resourcing	2.2.2.2	<p>4. Data Sharing and Open Data Champion</p> <p>4.1 The Operator shall take responsible and appropriate measures to embed a culture of data transparency and take action to share data openly with relevant interested parties as well as providing data analysis capabilities both internally and as outputs to wider-industry bodies. The Operator shall:</p> <p>4.1.1 share relevant data with the Secretary of State, Network Rail, and other rail delivery bodies to support cross-industry strategies and plans;</p> <p>4.1.2 participate in the development of industry-level data systems by providing jointly agreed data to relevant and agreed rail industry third parties; and</p>

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		<p>4.1.3 make use of industry-wide data and technology standards, to support cross-industry data integration, in each case, as directed by the Secretary of State.</p> <p>4.2 By no later than 31 October 2021, the Operator shall nominate a Business Employee of an appropriate grade to be an Open Data Champion responsible for ensuring that there is clear leadership in driving forward the Operator's approach to data sharing.</p> <p>4.3 The Operator shall work with Network Rail with respect to the reciprocal sharing of data for the purposes of developing business cases associated with assessing the viability of future business plan commitments.</p> <p>4.4 By no later than 30 April 2022, the Operator shall establish a Data Steering Committee. The Data Steering Committee will perform impact assessments and lead on co-ordinating data sharing and participation requests.</p> <p>4.5 Whenever there is an opportunity to amend an existing contract or enter into a new contract, the Operator shall use all reasonable endeavours to ensure that the contract terms reasonably and properly facilitate data sharing.</p> <p>4.6 For the purposes of this Business Plan Commitment:</p> <p>4.6.1 "Data Steering Committee" means the Operator's committee made up of relevant internal stakeholders to facilitate the decision making on data sharing requests and engagement in current and future data sharing forums; and</p> <p>4.6.2 "Open Data Champion" means an Operator employee with responsibility to co-ordinate and facilitate requests for data sharing, lead engagement in current and future data sharing forums and overall leadership for increasing the focus on data sharing across the Operator's business.</p>
Leadership, Management and Resourcing	2.2.2.4	<p>5. Prioritise the Redeployment of Staff</p> <p>5.1 If any vacancy or requirement for additional activity in relation to Business Employees should arise, the Operator shall consider the redistribution of existing responsibilities, reallocation of existing Business Employees or secondments before considering recruiting any additional Business Employees. The Operator shall consider any such redistribution, reallocation or secondment in line with the Secretary of State's Recruitment Guidelines as may be issued by the Secretary of State from time to time. The Operator shall only recruit any additional Business</p>

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		<p>Employees if reasonably required after such consideration and, subject to paragraph 11 (<i>Changes in Numbers and Total Cost of Employees</i>) of Chapter 2.2 (<i>Rail Workforce</i>), if agreed by the Secretary of State.</p> <p>5.1 For the purposes of this Business Plan Commitment, [REDACTED²]</p>
Leadership, Management and Resourcing	2.2.3.1	<p>6. Sustainable Procurement Strategy and Contract Review</p> <p>6.1 By no later than [REDACTED³], the Operator shall:</p> <p>6.1.1 develop a reasonable and appropriate plan to achieving a sustainable procurement strategy; and</p> <p>6.1.2 develop a reasonable and appropriate plan that sets out the key next steps to achieving a jointly agreed accreditation regime (being ISO20400 or otherwise as agreed with the Secretary of State).</p> <p>6.2 The Operator shall, by no later than [REDACTED⁴] and on an annual basis thereafter by [REDACTED⁵] in each Contract Year, review its contracts that have an individual value over such contract’s term of [REDACTED⁶] or more with the intention of obtaining more commercially advantageous terms where economically advantageous to do so in the context of the ability under the terms of such contracts to secure amendments.</p>

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		<p>6.3 In support of this obligation, the Operator shall propose to the Secretary of State an initial schedule of contracts that meet the requirements of paragraph 6.2 for the Secretary of State's approval. The Operator shall identify where there are the most likely opportunities for efficiencies and shall conduct its review in accordance with such identification.</p> <p>6.4 The Operator shall on a quarterly basis provide a progress update on its delivery of the obligations in this paragraph 6 and provide full details to the Secretary of State of the outcome of each contract review carried out in accordance with paragraphs 6.2 and 6.3, which shall include :</p> <p>6.4.1 the money saved if any change is made; and</p> <p>6.4.2 the benefits of the option chosen over any cheaper alternatives.</p>
Leadership, Management and Resourcing	3.3.2.1	<p>7. Procurement</p> <p>7.1 The Operator shall competitively tender all contracts (including those with Affiliates) in advance of dates when such contracts terminate or can be terminated on an optional basis through the exercise of relevant contractual rights. Such competitive tendering shall be implemented in a timely manner to secure business continuity and be carried out in accordance with a legally compliant procurement policy.</p>
Leadership, Management and Resourcing	2.2.1.3	<p>8. Maintaining Quality Management systems and accreditations</p> <p>8.1 The Operator shall continue to operate the quality systems that are in place at the Start Date throughout the Contract Term and where reasonably appropriate shall continue to develop these systems, including ISO accreditations and certifications.</p> <p>8.2 Should any continued accreditation referred to in paragraph 8.1 not be reasonably achievable, the Operator shall provide the Secretary of State with an action plan to regain the accreditation or propose a reasonable alternative accreditation and the Operator's implementation plan to achieve this. The Operator shall have due regard to any comments from Secretary of State in relation to the implementation plan and shall then proceed to act in accordance with it.</p>
Leadership, Management and Resourcing		<p>9. Customer Experience Maturity Model</p>

Business Plan Component	Ref.	Business Plan Commitment
		9.1 The Operator shall collaborate with the Secretary of State in the development of an industry wide maturity model for redefining the relationship between the railway and its customers and subject to the inclusion of the relevant costs in the applicable Cost Budget, shall collaborate with the Secretary of State in implementing such model.
PEOPLE PLAN		
People Plan	3.2.1	<p>10. Structured strategic organisation design review</p> <p>10.1 In recognition of the fact that the structured strategic organisation design review will be a potentially important aspect of the annual budgeting exercise, commencing in October 2021 and by 1 December in each Contract Year, the Operator shall conduct a holistic structured review of each business area to ensure it has the right people with the right skills, supported by the right processes and employment terms to deliver the Business Plan.</p> <p>10.2 The reviews will follow an established organisational design analysis methodology (McKinsey's 7S model), enabling the Operator to identify opportunities to improve the effectiveness and efficiency of the overall employment framework.</p> <p>10.3 The Operator shall collaborate with industry partners where it is identified that a cross-industry approach will yield optimal results.</p> <p>10.4 The Operator shall provide such further information as the Secretary of State may require.</p> <p>10.5 Whilst the review will be held annually to enable actions to flow through the annual business planning process, with the review structure and data in place, reviews can be instigated on an ad hoc basis to respond to one off activities.</p> <p>10.6 Outputs from the reviews will be discussed and agreed between the Parties. Any potential financial requirements will be discussed as part of the process for determining Business Plans with a discussion of all relevant issues to occur at quarterly meetings between the Operator and the Secretary of State.</p>
People Plan	3.2.1.3	11. [REDACTED⁷]

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People Plan	3.2.3.3	<p>12. Chelmsford – Leadership Visibility through Agile Working</p> <p>12.1 If agreed funding arrangements are put in place and in consequence the Parties agree that the Chelmsford Refurbishment should proceed, the Operator shall deliver by such date reasonably directed by the Secretary of State the Chelmsford Refurbishment. The Operator shall undertake the Chelmsford Refurbishment in order to:</p> <p style="padding-left: 40px;">12.1.1 enable up to six (6) managers to work effectively from the accommodation at Chelmsford Station;</p> <p style="padding-left: 40px;">12.1.2 enable managers to collaborate with each other and other stakeholders at Chelmsford Station;</p> <p style="padding-left: 40px;">12.1.3 enable greater collaboration between management and Business Employees whom they are responsible for managing; and</p> <p style="padding-left: 40px;">12.1.4 increase engagement between management and customers.</p> <p>12.2 For the purposes of this Business Plan Commitment, "Chelmsford Refurbishment" means the conversion of vacant accommodation into office accommodation at Chelmsford Station to accommodate up to six (6) Business Employees in accordance with the Operator's specification.</p> <p>12.3 This obligation is to be delivered in the [REDACTED⁸] and accordingly, the Operator shall ensure that costs to be included in the Cost Budget in relation to such obligations in the first Contract Year do not exceed [REDACTED⁹] and the Operator shall not be permitted to incur expenditure in excess of such amount.</p>
People Plan	3.2.3.4	<p>13. Shunters Accommodation Improvements – Norwich Crown Point (NCP) and Orient Way (OW)</p> <p>13.1 Subject to agreed funding arrangements being put in place and in accordance with the Operator's D&I Strategy, the Operator shall modernise its depot facilities at Norwich Crown Point Depot ("NCP") and Orient Way Depot ("OW") including by:</p>

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		<p>13.1.1 building separate welfare facilities for female employees at NCP;</p> <p>13.1.2 making welfare facilities more inclusive and accessible for disabled employees at OW; and</p> <p>13.1.3 creating an environment at NCP and OW which will attract and retain a more diverse workforce.</p> <p>13.2 The Operator shall ensure that costs to be included in the Cost Budget in relation to such obligations:</p> <p>13.2.1 [REDACTED¹⁰]</p> <p>13.2.2 [REDACTED¹¹]</p>
People Plan	3.2.3.4	<p>14. Inclusive Accommodation Review</p> <p>14.1 Subject to agreed funding arrangements being put in place, during the first Contract Year, the Operator shall carry out an Employee Accommodation Inclusivity Review with the aim to:</p> <p>14.1.1 enable the Operator to attract and retain a more diverse workforce;</p> <p>14.1.2 create a more inclusive environment for the current and future workforce; and</p> <p>14.1.3 identify priority areas for improvement in respect of the inclusion at the Depots.</p> <p>14.2 By the end of the first Contract Year, the Operator shall:</p> <p>14.2.1 provide the Secretary of State with a copy of the Employee Accommodation Inclusivity Review; and</p>

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		<p>14.2.2 engage with the Secretary of State to discuss any further aims which should be implemented in light of the Employee Accommodation Inclusivity Review.</p> <p>14.3 For the purposes of this Business Plan Commitment, “Employee Accommodation Inclusivity Review” means a review of the inclusion policies and practices in place at the Operator’s Depots.</p>
People Plan	3.2.3.9	<p>15. Diversity and Inclusion Strategy</p> <p>15.1 By no later than 31 December 2021, the Operator shall deliver the activities contained in its D&I Strategy – 2021 Action Plan including, but not limited to:</p> <ul style="list-style-type: none"> 15.1.1 commence building a database of Workforce Diversity Data; 15.1.2 complete a foundation assessment to enable the Operator to work towards an "inclusive employer" accreditation; 15.1.3 increasing awareness of D&I through the Operator's communications to its workforce; 15.1.4 the establishment of a D&I committee; 15.1.5 reviewing current recruitment and retention processes; 15.1.6 commence training to people managers on inclusive recruitment strategies; 15.1.7 designing D&I training plans for the workforce; 15.1.8 continue to support staff physical and mental wellbeing; and 15.1.9 designing and implementing diversity impact assessments. <p>15.2 By 31 December 2021 and 31 December in each subsequent Contract Year, the Operator shall deliver its proposals for delivering updated outputs connected to its D&I Strategy in the following Contract Year and these shall be delivered to the extent that the Secretary of State directs subject to agreed funding arrangements being put in place.</p>

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		<p>15.3 The Operator shall ensure that costs to be included in the Cost Budget in relation to such obligations:</p> <p>15.3.1 in the first Contract Year do not exceed [REDACTED¹²]</p> <p>15.3.2 in the second Contract Year do not exceed [REDACTED¹³]</p> <p>15.3.3 in the third Contract Year do not exceed [REDACTED¹⁴]</p> <p>15.3.4 in the fourth Contract Year do not exceed [REDACTED¹⁵]</p> <p>and the Operator shall not be permitted to incur expenditure in excess of such amounts in the relevant Contract Year. Where a Contract Year is less than thirteen Reporting Periods relevant expenditure amounts shall be apportioned proportionately by reference to the number of days in the Contract Year.</p>
People Plan	3.3.1	<p>16. Engagement with the Secretary of State on Ticket Office Modernisation</p> <p>16.1 The Operator shall, by such date as the Secretary of State may specify, produce a Ticket Office Modernisation Plan. Such Ticket Office Modernisation Plan shall:</p> <p>16.1.1 be prepared in accordance with: (i) any conclusions of the Rail Industry Recovery Group on the future of ticket office modernisation and (ii) any guidance as the Secretary of State may provide;</p>

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		<p>16.1.2 align with the requirements of such funding as may be available for the implementation of such plan.</p> <p>16.2 For the purposes of this Business Plan Commitment, "Ticket Office Modernisation Plan" means a plan prepared by the Operator outlining key deliverables in order to modernise the Station ticket offices for the purposes of optimising ticket retailing and other relevant functions in a cost-effective manner.</p>
People Plan	3.2.2.3	<p>17. Maximising Apprenticeships</p> <p>17.1 During each Contract Year, the Operator shall undertake an organisation design review process in order to identify new apprenticeship opportunities for the purposes of upskilling the Operator's workforce and improving the customer experience in the context of the obligation to ensure 2.5% of Business Employees are apprentices in each Contract Year.</p> <p>17.2 The Secretary of State shall approve or amend in the context of the findings of the organisation design review a level of apprenticeship roles in the Operator's business which the Operator shall commit to deliver during the relevant Contract Year.</p> <p>17.3 The Operator shall fund its apprenticeship obligations from the Abellio Digital Account. In order to deliver the maximum possible number of apprenticeships each year, the Operator shall contribute to the Abellio Digital Account and draw down the Operator's proportion and any additional sums (if available and agreed by Abellio Group) from the Abellio Digital Account to support the continued development of the Operator's workforce and contribute towards increasing diversity.</p> <p>17.4 For the purposes of this Business Plan Commitment "Abellio Digital Account" means the combined annual apprenticeship levy paid to the government by Abellio Group and its subsidiary businesses.</p>
People Plan	3.4.2	<p>18. Absence Management</p> <p>18.1 During each Contract Year, the Operator shall:</p> <p>18.1.1 undertake a review of its strategies, processes and targets in place to monitor the number of sickness related absences of the Operator's employees in any Contract Year (the "Annual Sickness Absence"); and</p>

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		18.1.2 use reasonable endeavours to reduce the Annual Sickness Absence for any subsequent Contract Year by reference to the specified minimum target amount when compared with the immediately preceding Contract Year.
COLLABORATION		
Collaboration	4.2.1.1 Network Rail Alliance	<p>19. Network Rail Alliance</p> <p>19.1 The Parties acknowledge that under the Previous Agreement the Operator and Network Rail established an Alliance Board and agree that this shall continue in place with the same functions (as they may be amended by agreement) throughout the Contract Term.</p> <p>19.2 The Operator shall throughout the Contract Term fully and effectively cooperate with Network Rail as part of the Alliance Board in order to:</p> <p>19.2.1 ensure that Network Rail is fully informed of the relevant outputs and objectives to be delivered under this Contract and is in a position to support their delivery;</p> <p>19.2.2 continue to foster a collaborative culture within the Alliance Board;</p> <p>19.2.3 ensure that there are regular and frequent Alliance Board meetings with appropriate agendas;</p> <p>19.2.4 develop a joint business case to aid the recovery of rail passenger demand from COVID-19 impacts on all routes within the terms of reference of the Alliance Board; and</p> <p>19.2.5 jointly identify and implement industry efficiencies including for the purposes of optimising costs.</p> <p>The Operator shall promptly report to the Secretary of State significant issues arising from Alliance Board meetings relevant to the successful delivery of the Passenger Services and the obligations of the Operator under this Contract.</p> <p>19.3 The Operator shall throughout the Contract Term implement a joint communications accord on relevant matters with Network Rail in order to establish a "one team" for the rail industry. Such accord shall include provisions for:</p> <p>19.3.1 setting reasonably appropriate common objectives and goals; and</p>

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		<p>19.3.2 establishing regular and appropriately frequent meetings to discuss issues common to both the Operator and Network Rail.</p> <p>19.4 The Operator shall throughout the Contract Term collaborate fully and effectively with Network Rail to implement the Secondment Programme and to exchange information relevant to the Secondment Programme.</p> <p>19.5 For the purposes of this Business Plan Commitment:</p> <p>19.5.1 "Alliance Board" means the alliance board established between the Operator and Network Rail as a means of securing collaboration between them in relation to the operation of routes over which the Passenger Services operate; and</p> <p>19.5.2 "Secondment Programme" has the meaning given to it in Business Plan Commitment 20.1.</p>
Collaboration	4.2.1.1 NR Talent sharing	<p>20. Network Rail Talent Sharing</p> <p>20.1 The Operator shall fully and effectively cooperate with Network Rail to:</p> <p>20.1.1 undertake a Joint Talent and Secondment Review by no later than [REDACTED¹⁶] and on an annual basis thereafter by no later than [REDACTED¹⁷] in each Contract Year; and</p> <p>20.1.2 allocate individuals to secondment roles at Network Rail and/or the Operator where appropriate after the Joint Talent and Secondment Review has been completed, ensuring that these roles:</p> <p>20.1.2.1 contribute to delivery of priority initiatives identified by the Operator and Network Rail;</p> <p>20.1.2.2 increase organisational awareness of the other organisation at all levels within Network Rail and the Operator;</p>

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		<p>20.1.2.3 improve knowledge sharing between the Operator and Network Rail; and</p> <p>20.1.2.4 assist in developing a collaborative culture between the Operator and Network Rail,</p> <p>20.1.3 develop and carry out a training needs analysis for such identified roles and individuals planned to participate in the secondment programme for the purposes of optimising the benefit of secondments in the context of the objective to facilitate enhanced cross-industry working and collaboration,</p> <p>(the "Secondment Programme").</p> <p>20.2 Subject to obtaining the agreement of Network Rail which the Operator shall use all reasonable endeavours to secure, the Operator shall implement the Secondment Programme by no later than 31 March 2022.</p> <p>20.3 For the purposes of this Business Plan Commitment, "Joint Talent and Secondment Review" means a review to identify roles and/or employees within the Operator and Network Rail respectively that would benefit from a secondment period in accordance with the criteria identified in paragraph 20.1 above.</p>
Collaboration	4.2.1.1 1) Track Worker Safety	<p>21. Track Worker Safety and Optimising Engineering Access</p> <p>21.1 The Operator shall fully and effectively cooperate with Network Rail, rolling stock fleet maintainers, contractors whose staff have access to track in depots, other Train Operators and freight train operators to improve track worker safety by:</p> <p>21.1.1 reducing the number of hours track workers are carrying out their operations within a "red zone" such that these are eliminated by [REDACTED¹⁸] and</p> <p>21.1.2 adopting the Engineering Access Plan across all routes over which the Passenger Services operate by [REDACTED¹⁹]</p>

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		<p>21.2 The Operator shall fully and effectively co-operate with Network Rail, other Train Operators and freight train operators to ensure that the Engineering Access Plan optimises the times and manner in which engineering access occurs by reference to all relevant factors including fluctuations in passenger and freight customer demand and cost and revenue implications.</p> <p>21.3 The Operator shall provide the Secretary of State with an interim update of progress made by the Operator in complying with its obligations in paragraph 21.1 by 31 March 2022.</p> <p>21.4 For the purposes of this Business Plan Commitment, "Engineering Access Plan" means the Greater Anglia engineering access plan in force from time to time.</p>
Collaboration	4.2.1.1 2) Efficient delivery of CI.720 Infrastructure Works	<p>22. Progressive Assurance Approach in the Efficient Delivery of CI.720 Infrastructure Works</p> <p>22.1 The Operator shall work with Network Rail in order to develop a progressive assurance approach for the delivery of infrastructure works, the scope of which shall include consideration of the measures which each of the Operator and Network Rail can take in order to:</p> <p style="padding-left: 40px;">22.1.1 increase the rate of designs for infrastructure works being approved at the first opportunity;</p> <p style="padding-left: 40px;">22.1.2 lower overall costs of delivering infrastructure projects;</p> <p style="padding-left: 40px;">22.1.3 reduce the timescales for achieving design review approval,</p> <p style="padding-left: 40px;">(the "Progressive Assurance Approach").</p> <p>22.2 Subject to the agreement of Network Rail which the Operator shall use all reasonable endeavours to obtain, the Operator shall implement the Progressive Assurance Approach by no later than [REDACTED²⁰].</p>
Collaboration	4.2.1.3 Engaging with Freight	23. Engaging with Freight

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		<p>23.1 During the Contract Term, the Operator shall actively participate on at least an annual basis in the following industry forums:</p> <p>23.1.1 the Anglia Strategic Operations Group, Event Steering Group and the TOC/FOC Forum (among others);</p> <p>23.1.2 a collaboration forum which the Operator shall establish and manage other members of which shall include Network Rail and freight train operators and other Train Operators who also use the routes over which the Passenger Services operate,</p> <p>in order to promote collaboration and address strategic challenges for the efficient and effective operation of freight on any route over which the Passenger Services are operated and more widely on a national level.</p> <p>23.2 The Operator shall, at least twice in each Contract Year, engage with freight train operators and other Train Operators who use the routes over which Passenger Services operate in order to promote collaboration and address strategic challenges.</p>
<p>Collaboration</p>	<p>4.2.1.4</p> <p>Fleet Maintainer Collaboration Workshops</p>	<p>24. Fleet Maintainer Collaboration Workshops</p> <p>24.1 The Operator shall work collaboratively with representatives from each of Bombardier Transportation UK Limited (“Bombardier”) and Stadler Rail Service UK Limited (“Stadler”) in order to agree:</p> <p>24.1.1 the precise scope of a collaboration workshop intended to:</p> <p>24.1.1.1 identify opportunities to deliver continual improvements in relevant rolling stock performance; and</p> <p>24.1.1.2 develop strategies which aim to increase the number of miles between technical incidents on routes over which the Passenger Services operate; and</p> <p>24.1.2 a programme for delivery of such collaboration workshops with attendees from the Operator, Bombardier and Stadler which the Operator shall hold once in every Contract Year.</p> <p>24.2 Once in each Contract Year, the Operator shall produce and provide a report to the Secretary of State which details the steps it has taken to comply with its obligations in paragraph 24.1 and any recommendations for action arising</p>

Business Plan Component	Ref.	Business Plan Commitment
		out of them. The Operator shall use all reasonable endeavours to implement such recommended actions as soon as reasonably practicable.
Collaboration	4.2.2.1 One Team Liverpool Street Deep Dive	<p>25. One Team Liverpool Street Deep Dive</p> <p>25.1 The Operator shall:</p> <p>25.1.1 produce and deliver the London Liverpool Street Plan to the Alliance Board by [REDACTED²¹]and</p> <p>25.1.2 implement the deliverables set out in the London Liverpool Street Plan as soon as reasonably practicable after the delivery of the London Liverpool Street Plan to the Alliance Board and its approval.</p> <p>25.2 For the purposes of this Business Plan Commitment:</p> <p>25.2.1 "London Liverpool Street Plan" means the detailed and comprehensive plan produced by the Operator:</p> <p>25.2.1.1 following a review of the Operator's current operations at the London Liverpool Street Station; and</p> <p>25.2.1.2 clearly detailing the actions which the Operator shall take to improve current operations (for the purposes of making them more robust and cost efficient) and to deliver a seamless and frictionless customer experience, including but not limited to:</p> <p>(a) a review of the Operator's staff costs and qualifying expenditure charges;</p> <p>(b) measures to be taken to further integrate the Operator's team structure;</p> <p>(c) the introduction of blended roles and responsibilities between relevant organisations; and</p> <p>(d) the removal of any unnecessary or inappropriate duplication of any activities, functions or roles in order to realise efficiencies; and</p>

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Business Plan Component	Ref.	Business Plan Commitment
		<p>25.2.2 "Alliance Board" means the alliance board established between the Operator and Network Rail as a means of securing collaboration between them in relation to the operation of routes over which the Passenger Services operate.</p>
<p>Collaboration</p>	<p>4.2.2.1 Collaboration with TfL at Stratford</p>	<p>26. Collaboration with TfL at Stratford Station</p> <p>26.1 The Operator shall fully and effectively cooperate with Transport for London, Arriva Rail London and MTR Corporation (Crossrail) Limited and continue to participate in a collaboration group (the "Collaboration Group") with the intention that such Collaboration Group will consider co-ordinated and collaborative working methods between the relevant parties in order to, among other things, identify industry operational cost savings and consider initiatives that will improve customer experience at that Station.</p>
<p>Collaboration</p>	<p>4.2.2.2 21st Century Operations</p>	<p>27. 21st Century Operations</p> <p>27.1 The Operator shall fully and effectively cooperate with Network Rail to:</p> <p> 27.1.1 Undertake [REDACTED²²] , operating processes and systems in the AICC; and</p> <p> 27.1.2 prepare and issue a Recommendations Report on the AICC to the Alliance Board.</p> <p>27.2 Subject to the agreement of Network Rail, which the Operator shall use all reasonable endeavours to obtain, the Operator shall issue the Recommendations Report to the Alliance Board by [REDACTED²³]</p> <p>27.3 For the purposes of this Business Plan Commitment:</p> <p> 27.3.1 "AICC" means the "Anglia Integrated Control Centre", located in the "Romford Rail Operations Centre";</p>

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Business Plan Component	Ref.	Business Plan Commitment
		<p>27.3.2 "Recommendations Report" means a report prepared by the Operator and Network Rail identifying opportunities to drive efficiencies by removing duplication, optimising roles, consolidating software systems and adopting best practice; and</p> <p>27.3.3 "Alliance Board" means the alliance board established between the Operator and Network Rail as a means of securing collaboration between them in relation to the operation of routes over which the Passenger Services operate.</p>
Collaboration	4.2.2.3 Driving whole industry value creation and cost efficiency improvements	<p>28. Whole Industry Value Creation and Cost Efficiency Initiatives</p> <p>28.1 The Operator shall:</p> <p>28.1.1 fully and effectively cooperate with any annual joint feasibility studies conducted by Network Rail and other Train Operators with respect to industry value creation and/or industry cost efficiency improvements ("Joint Industry Feasibility Studies"); and</p> <p>28.1.2 [REDACTED²⁴]</p> <p>28.2 During the first and second Contract Years the Operator shall focus any Joint Industry Feasibility Studies on identifying actions to:</p> <p>28.2.1 optimise the delivery of temporary speed restrictions;</p> <p>28.2.2 reduce the incidence of suicide and trespass prevention; and</p> <p>28.2.3 reduce the incidence of bridge strikes.</p> <p>28.3 The Operator shall prioritise the implementation of any deliverables based on the outcome of and deliverables identified in Joint Industry Feasibility Studies with the aim of realising efficiencies and subject to the development of business cases.</p>

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		<p>28.4 [REDACTED²⁵]</p> <p>28.5 Every six (6) months, the Operator shall produce and provide a report to the Secretary of State which details the steps it has taken to comply with its obligations in paragraphs 28.1 to 28.4 including recommended actions and any actions identified by the Operator shall be implemented by the Operator.</p>
Collaboration	<p>4.2.2.4</p> <p>Aligning Engineering Access to Customer Demand</p>	<p>29. Aligning Engineering Access to Customer Demand</p> <p>29.1 In the context of the matters referred to in Business Plan Commitment 21 (Track Worker Safety and Optimising Engineering Access), the Operator shall produce and deliver a review of the infrastructure maintenance plan and engineering access requirements with a view to identifying opportunities presented by the "Build Back Better Programme" (following the rail industry's agreed COVID-19 recovery programme) to offer more or different maintenance windows, reducing whole industry costs and helping to maximise revenue growth (the "Engineering Access Review"). In carrying out the Engineering Access Review, the Operator shall fully and effectively co-operate with Network Rail, Train Operators and freight train operators.</p> <p>29.2 The Operator shall produce and deliver the Engineering Access Review to the Secretary of State by 30 November 2021 and shall update this thereafter on an annual basis to align with industry planning processes.</p> <p>29.3 The Operator and the Secretary of State shall discuss, on an annual basis, options and recommendations coming out of the Engineering Access Review, after its creation and after each update.</p>
Collaboration	<p>4.2.2.5</p> <p>Intelligent Infrastructure</p>	<p>30. Intelligent Infrastructure – Cooperation with Network Rail</p> <p>30.1 The Operator shall fully and effectively co-operate with Network Rail's "Intelligent Infrastructure Team" to develop a business case in respect of overhead line equipment and pantograph monitoring systems which aims to:</p> <p>30.1.1 reduce delays and cancellations attributed to overhead line equipment and pantograph monitoring systems;</p> <p>30.1.2 reduce maintenance costs for overhead line equipment and pantograph monitoring systems; and</p>

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		<p>30.1.3 improve safety,</p> <p>(the "Intelligent Infrastructure Business Case").</p> <p>30.2 The Operator shall fully and effectively cooperate with Network Rail to complete the Intelligent Infrastructure Business Case by [REDACTED²⁶]The Operator shall promptly provide to the Secretary of State a copy of the completed Intelligent Infrastructure Business Case.</p> <p>30.3 The Operator shall fully and effectively co-operate with Network Rail in relation to the implementation of the outputs of the Intelligent Infrastructure Business Case.</p>
Collaboration	4.2.2.6 Joining Forces	<p>31. Joining Forces Events</p> <p>31.1 The Operator shall host events (which may be online or in-person) with representatives of Network Rail, the Secretary of State, the Operator's suppliers and other industry partners and stakeholders to share information, objectives, priorities and progress updates by reference to the industry's strategic objectives ("Joining Forces Events").</p> <p>31.2 The Operator shall host, in each Contract Year, one Joining Forces Event in respect of each of the following strategy themes:</p> <p>31.2.1 people;</p> <p>31.2.2 train service operations;</p> <p>31.2.3 customer and communities; and</p> <p>31.2.4 environment and sustainability.</p>

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Business Plan Component	Ref.	Business Plan Commitment
Collaboration	5.2.1.1 Beaulieu Park Timetable 5.2.1.1 Cambridge South Timetable 5.2.1.1 Cambridge Access for East West Rail	32. New Infrastructure and New Stations 32.1 The Operator shall fully and effectively co-operate with Network Rail in respect of developing working timetable options for new infrastructure which is relevant to the routes over which the Passenger Services operate and which is at any stage of the development and delivery process during the Contract Term including the proposed new station at Beaulieu Park and/or at Cambridge South (if such stations are so developed) and the implementation of proposed access for East West Rail at Cambridge.
TRAIN SERVICE OPERATIONS		
Train Service Ops	5.2.1.1	33. Journey Time Improvements 33.1 The Operator shall: 33.1.1 actively consider, including through engagement with relevant Stakeholders, on a continuous basis opportunities for introducing journey time improvements and in so doing shall assess the risks associated with the successful delivery of such journey time improvements (having specific regard to the timing and scope of other Train Operators' timetables); and 33.1.2 report to the Secretary of State, when reasonably requested to do so, on the scope of and opportunity for introducing journey time improvements and notify to the Secretary of State any significant concerns in relation to issues that might adversely impact on the successful delivery of any journey time improvements as soon as reasonably practicable.
Train Service Ops	5.2.1.1	34. Norwich in Ninety 34.1 The Operator shall throughout the Contract Term include in the Timetable Passenger Services compliant with the following specification:

Business Plan Component	Ref.	Business Plan Commitment
		<p>34.1.1 two (2) Weekday Passenger Services that:</p> <p style="padding-left: 40px;">34.1.1.1 depart from London Liverpool Street and arrive at Norwich with a scheduled journey time of no more than ninety (90) minutes; and</p> <p style="padding-left: 40px;">34.1.1.2 depart from London Liverpool Street and arrive at Ipswich with a scheduled journey time of no more than sixty (60) minutes; and</p> <p>34.1.2 two (2) Weekday Passenger Services that:</p> <p style="padding-left: 40px;">34.1.2.1 depart from Norwich and arrive at London Liverpool Street with a scheduled journey time of no more than ninety (90) minutes; and</p> <p style="padding-left: 40px;">34.1.2.2 depart from Ipswich and arrive at London Liverpool Street with a scheduled journey time of no more than sixty (60) minutes.</p> <p>34.2 The Secretary of State shall have the right to modify or rescind the obligation of the Operator pursuant to paragraph 34.1 including by specifying that the Operator shall only provide one service in each direction compliant with the relevant journey time requirements.</p>
Train Service Ops	5.2.1.3	<p>35. Route and traction knowledge deficit</p> <p>35.1 By no later than 1 November 2021 the Operator shall deliver to the Secretary of State a comprehensive and effective plan to remedy the route and traction knowledge deficit of train crew which has arisen as a result of reduced opportunities for relevant training during the COVID-19 pandemic. The Operator and the Secretary of State shall discuss the plan and it may be modified following such discussions. The Operator shall implement the plan as it may be modified to the extent instructed to do so by the Secretary of State.</p>
Train Service Ops	5.2.1.3	<p>36. Efficient and effective traincrew resourcing</p> <p>36.1 The Operator shall use all reasonable endeavours to ensure that the number of Business Employees who are traincrew is maintained at a level appropriate to the efficient and effective delivery of the Timetable by a Good and Efficient Operator provided that the Operator shall not increase the number of Business Employees who are traincrew above the level that existed at the Start Date without the prior consent of the Secretary of State.</p>

Business Plan Component	Ref.	Business Plan Commitment
		<p>36.2 The Operator shall produce and deliver a Train Crew Efficiency Report to the Secretary of State on a quarterly basis for the remainder of the Contract Period, the first such report to be provided by no later than 31 December 2021.</p> <p>36.3 For the purposes of this Business Plan Commitment, “Train Crew Efficiency Report” means a report assessing train crew efficiency by reference to reasonable and appropriate metrics of availability and utilisation including the amount of rest day working and authorised and unauthorised absence and identifying actions that the Operator should and will take as a Good and Efficient Operator to address any sub optimal efficiency that may be identified.</p>
Train Service Ops	5.2.1.3	<p>37. Minimising Rest Day Working</p> <p>37.1 The Operator shall, taking reasonable and proper account of the most recent Train Crew Efficiency Report and acting as a Good and Efficient Operator, continuously seek to optimise train crew utilisation in a manner that minimises rest day working including by continually reviewing the structure of driver base rosters and day to day driver utilisation with the intention of identifying and implementing changes which will achieve a reduction in rest day working and the increased cost consequent upon rest day working.</p> <p>37.2 For the purposes of this Business Plan Commitment, “Tran Crew Efficiency Report” means a report assessing train crew efficiency by reference to reasonable and appropriate metrics of availability and utilisation including the amount of rest day working and authorised and unauthorised absence and identifying actions that the Operator should and will take as a Good and Efficient Operator to address any sub optimal efficiency that may be identified..</p>
Train Service Ops	5.2.1.3	<p>38. Efficient fleet cascade and rolling stock management and Stabling Capacity Plan</p> <p>38.1 The Operator shall by no later than the Start Date prepare and deliver to the Secretary of State the Live Cascade Plan and associated Stabling Capacity Plan. The Operator shall review the Live Cascade Plan and associated Stabling Capacity Plan every Reporting Period and reissue them to the Secretary of State (whether or not any changes have been made to them) as soon as reasonably practicable. The Operator shall implement the Live Cascade Plan in accordance with its then existing provisions.</p> <p>38.2 For the purposes of this Business Plan Commitment:</p> <p>38.2.1 “Live Cascade Plan” means a plan prepared and updated as required each Reporting Period by the Operator intended to optimise the efficient leasing and use of rolling stock so that the delivery of the Passenger Services is optimised by reference to the obligations of the Operator under this Contract; and</p>

Business Plan Component	Ref.	Business Plan Commitment
		<p>38.2.2 “Stabling Capacity Plan” means a plan setting out the Operator’s strategy in relation to stabling arrangements for the Train Fleet at all relevant depots and other stabling points for the purposes of optimising the effective operation and maintenance of the Train Fleet including by optimising depot capacity and efficiency and the delivery of the planned rolling stock cascade in a manner consistent with the then prevailing Live Cascade Plan.</p>
Train Service Ops	5.2.1.3	<p>39. Train Inspection Regime</p> <p>39.1 The Operator shall once in each Reporting Period undertake a detailed and reasonably appropriate internal train inspection regime to ensure that all rolling stock operating Passenger Services is properly and efficiently cleaned at reasonable and appropriate regular intervals and in consequence is appropriately clean, hygienic and well-presented when operating Passenger Services.</p>
Train Service Ops	5.2.2.1	<p>40. Supplementary train passenger counts</p> <p>40.1 Where automatic train passenger count systems (such as “gate data”, “RDIS” and on-train automated passenger counting) are available to the Operator and have been sufficiently calibrated, the Operator shall notify the Secretary of State and provide such information as the Secretary of State may reasonably require for the purposes of validating their effectiveness and operability. If the Secretary of State agrees, the Operator shall be permitted to use such automatic systems to replace twice-yearly manual counts.</p>
Train Service Ops	5.2.2.2	<p>41. Train Planning System “Attune”</p> <p>41.1 By no later than 1 November 2021 the Operator shall fully and effectively deploy systems and technology (expected to be the “Attune” system) so that timetable development is optimised in an agile, efficient and identifiable manner. The Operator shall report to the Secretary of State identifying the expected benefits to be obtained from such system prior to implementation and shall update on actual benefits as reasonably required by the Secretary of State.</p> <p>41.2 The Operator shall ensure that costs to be included in the Cost Budget in relation to such obligations:</p> <p>41.2.1 in the first Contract Year do not exceed [REDACTED²⁷] and</p>

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		<p>41.2.2 in the second Contract Year do not exceed [REDACTED²⁸]</p> <p>and the Operator shall not be permitted to incur expenditure in excess of such amounts in a relevant Contract Year.</p>
Train Service Ops	5.2.3.1	<p>42. Fleet Reformation Business Case</p> <p>42.1 In accordance with directions from the Secretary of State the Operator shall produce a business case report which sets out costed options and alternatives and makes recommendations [REDACTED²⁹]</p> <p>42.2 The business case report shall be provided by the Operator to the Secretary of State by no later than [REDACTED³⁰] The Secretary of State shall have the right to require separate option reports in relation to specified parts of the relevant [REDACTED³¹]</p>
Train Service Ops	5.2.3.4	<p>43. Data from new trains</p> <p>43.1 To assist Network Rail in achieving its maintenance cost savings targets the Operator shall follow the processes contained in the Data Strategy to enable Network Rail to agree all Use Cases for on train data by 1 July 2022.</p>

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		<p>43.2 For the purposes of this Business Plan Commitment:</p> <p>43.2.1 “Data Strategy” means the data strategy of Network Rail as it may be amended from time to time relating to the collation and sharing of on train data with Network Rail; and</p> <p>43.2.2 “Use Cases” means a documented data sharing request submission made by Network Rail or the Operator or jointly, to the Data Strategy Working Group for consideration.</p>
Train Service Ops	5.2.3.2	<p>44. Train Systems Performance Analyst</p> <p>44.1 The Operator shall appoint by no later than [REDACTED³²] an individual whom the Operator reasonably considers is suitably qualified and experienced to:</p> <p>44.1.1 analyse performance data obtained from the systems in place on the Train Fleet; and</p> <p>44.1.2 utilise such data to produce insights and recommendations for improved performance on the Train Fleet going forward,</p> <p>(the “Train Systems Performance Analyst”).</p> <p>44.2 The Operator shall make proper and appropriate use of the outputs of the Train Systems Performance Analyst.</p> <p>44.3 The Operator shall ensure that costs to be included in the Cost Budget in relation to such obligations:</p> <p>44.3.1 in the first Contract Year do not exceed [REDACTED³³] and</p>

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		<p>44.3.2 in each subsequent Contract Year do not exceed [REDACTED³⁴]</p> <p>and the Operator shall not be permitted to incur expenditure in excess of such amounts in a relevant Contract Year. Where a Contract Year is less than thirteen Reporting Periods relevant expenditure amounts shall be apportioned proportionately by reference to the number of days in the Contract Year.</p>
Train Service Ops	5.2.3.2	<p>45. Working to reduce sub threshold delay</p> <p>45.1 The Operator shall fully and effectively cooperate with Network Rail in relation to the agreement, development, and implementation of a joint project:</p> <p>45.1.1 relating to the analysis of on train data in relation to sub threshold delay;</p> <p>45.1.2 using the Microsoft Power BI suite of business analytics tools; and</p> <p>45.1.3 with the intention of ascertaining and implementing joint measures to deliver performance improvement measures going forward.</p> <p>45.2 On a Quarterly basis, the Operator shall deliver to the Secretary of State a report:</p> <p>45.2.1 detailing the work undertaken through the joint project referred to in paragraph 45.1 during that Quarter;</p> <p>45.2.2 setting out relevant analysis as referred to in paragraph 45.1.1 above during that Quarter; and</p> <p>45.2.3 providing information as to any joint measures identified in accordance with paragraph 45.1.3 together with details of the progress made in implementing such joint measures.</p>
Train Service Ops	5.2.3.3	<p>46. Seasonal Readiness Action Plans</p> <p>46.1 The Operator shall use all reasonable endeavours to agree a reasonably appropriate action plan with Network Rail to manage seasonal performance issues in relation to the summer, autumn and winter periods for the purposes of ensuring appropriate seasonal readiness and preparedness through the implementation of the actions specified in</p>

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		each relevant plan (a " Seasonal Readiness Action Plan "). The first such plan shall be prepared in relation to winter 2021/22. A copy of each Seasonal Readiness Action Plan shall be provided to the Secretary of State at least one (1) month prior to it coming into effect. Acting as a Good and Efficient Operator the Operator shall use all reasonable endeavours to implement each Seasonal Readiness Action Plan in a manner appropriate to the actual circumstances.
Train Service Ops	5.2.3.3	<p>47. [REDACTED ³⁵]</p> <p>47.1 [REDACTED]</p> <p>47.2 [REDACTED]</p>
Train Service Ops	5.2.3.4	<p>48. Trespass and Suicide</p> <p>48.1 The Operator shall produce a report setting out measures reasonably designed to be effective in minimising instances of trespass or suicide at the Stations and Depots. In producing such report the Operator shall:</p> <p style="padding-left: 40px;">48.1.1 critically review its current approach and measures taken in relation to trespass and suicide;</p> <p style="padding-left: 40px;">48.1.2 give detailed consideration of the RSSB's Good Practice Guide to Assessing Trespass Risk; and</p> <p style="padding-left: 40px;">48.1.3 carry out a gap analysis, to determine future measures which can be effectively implemented to improve the Operator's performance in this area,</p> <p style="padding-left: 40px;">(the "Trespass and Suicide Report").</p> <p>48.2 The Operator shall:</p> <p style="padding-left: 40px;">48.2.1 provide the Secretary of State with a copy of its Trespass and Suicide Report by no later than 30 November 2021; and</p>

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		48.2.2 use all reasonable endeavours to appropriately implement such measures for the remainder of the Contract Period.
Train Service Ops	5.2.3.5	<p>49. Optimising Train Fleet Operational Performance</p> <p>49.1 As a Good and Efficient Operator the Operator shall continue to seek to optimise the operational performance of the Train Fleet (including the Legacy Fleet for so long as it remains in the Train Fleet) including by seeking improvements to MTIN, working appropriately with maintenance providers and applying the Operator's performance policies. The Operator shall appropriately manage the delivery of Joint Performance Improvement Plans and appropriately enforce the Operators rights including under relevant MSA, TSSSA and TSA contracts. The Operator shall report MTIN levels and other relevant Train Fleet performance data to the Secretary of State in relation to each Reporting Period within four (4) weeks of the end of that Reporting Period identifying issues that may have arisen and the Operators plans for resolving them.</p> <p>49.2 For the purposes of this Business Plan Commitment, "Legacy Fleet" means all rolling stock units in the Train Fleet except Class 720, Class 745 and Class 755.</p>
Customer		
Customer	6.2.1.1 Introducing a CX Team	<p>50. Establishment of Customer Experience Team</p> <p>50.1 By no later than [REDACTED³⁶the Operator shall establish an internal team of Business Employees to be responsible for customer experience (the "Customer Experience Team").</p> <p>50.2 The Operator shall ensure that the Customer Experience Team shall:</p> <p style="padding-left: 40px;">50.2.1 enable the delivery of customer experience initiatives which the Operator has committed to deliver;</p> <p style="padding-left: 40px;">50.2.2 create a "voice of the customer" within the Operator;</p>

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		<p>50.2.3 support the Operator's efforts to attract customers back to rail by delivering initiatives that target improvements and offer value for money for customers;</p> <p>50.2.4 enable within the Operator an ability to interpret customer insights to increase customer numbers, customer satisfaction and revenue; and</p> <p>50.2.5 leads the proper and effective delivery of the SQR.</p> <p>50.3 [REDACTED³⁷]</p> <p>50.4 [REDACTED³⁸]</p> <p>50.5 The Operator shall ensure that costs to be included in the Cost Budget in relation to such obligations</p> <p>50.5.1 in the first Contract Year do not exceed [REDACTED³⁹] and</p> <p>50.5.2 in each subsequent Contract Year do not exceed [REDACTED⁴⁰]</p> <p>and the Operator shall not be permitted to incur expenditure in excess of such amounts in a relevant Contract Year. Where a Contract Year is less than thirteen Reporting Periods relevant expenditure amounts shall be apportioned proportionately by reference to the number of days in the Contract Year.</p>

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Business Plan Component	Ref.	Business Plan Commitment
Customer	6.2.1.1/4 Establish Customer Experience Board	<p>51. Establishment of Customer Experience Board</p> <p>51.1 By no later than [REDACTED⁴¹], the Operator shall publish terms of reference approved by the Secretary of State for a customer experience board (the “Customer Experience Board”).</p> <p>51.2 The Operator shall ensure that the Customer Experience Board:</p> <p>51.2.1 is chaired by an appropriately senior member of the Operator's management team;</p> <p>51.2.2 comprises members including:</p> <p>51.2.2.1 senior Business Employees from all customer-impacting departments within the Operator's organisation; and</p> <p>51.2.2.2 representatives from relevant external bodies including but not limited to Network Rail and Transport Focus to support industry collaboration;</p> <p>51.2.3 meets virtually or in-person once in each Reporting Period, from [REDACTED⁴²]; and</p> <p>51.2.4 has objectives that include:</p> <p>51.2.4.1 ensuring that essential customer enhancements take place;</p> <p>51.2.4.2 putting customer insight at the core of all business decisions; and</p>

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Business Plan Component	Ref.	Business Plan Commitment
		<p style="text-align: center;">51.2.4.3 delivering tangible customer improvements which will include the proper and effective delivery of the SQR, focused improvements in the Overall NRPS Score and Wavelength Survey improvements and the optimisation of revenue.</p> <p>51.3 The Operator shall, at least once in each Contract Year, provide a report to the Secretary of State which details the progress and successes of the Customer Experience Board against its objectives.</p>
Customer	6.2.1.2 Body Worn Cameras	<p>52. Replacement of Body-Worn Cameras</p> <p>52.1 The Operator shall replace all existing body-worn cameras used by Business Employees with cloud-based units which offer improved quality and speed of download and ensure that they are properly deployed by no later than [REDACTED⁴³]</p> <p>52.2 This obligation is to be delivered in the first Contract Year and accordingly, the Operator shall ensure that costs to be included in the Cost Budget in relation to such obligations do not exceed [REDACTED⁴⁴] in the first Contract Year and the Operator shall not be permitted to incur expenditure in excess of such amount.</p>
Customer	6.2.1.3 'As Good as New' – Enhanced Cleaning	<p>53. "As Good As New" Enhanced Cleaning for the New Train Fleet</p> <p>53.1 The Operator is committed to the objective of ensuring that rolling stock units in the Train Fleet which are not units in the Legacy Fleet remain throughout the Contract Term in an "as built" high quality condition to the greatest extent reasonably practicable for the duration of the Contract Term. Accordingly the Operator shall establish a steering group responsible for delivering such objective that maps the processes involved in delivering such an "as built" high quality on-train environment (the "As Good As New Steering Group").</p> <p>53.2 The Operator shall ensure that the As Good As New Steering Group:</p>

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Business Plan Component	Ref.	Business Plan Commitment
		<p>53.2.1 comprises representatives of the persons responsible for planning, turnaround cleaning, in-journey litter picking, washing and controlled emission tanking; and</p> <p>53.2.2 will process map all the elements that contribute to ensuring trains are consistently cleared to a high standard; and</p> <p>53.2.3 has an objective of identifying efficiencies and enhancements that will further support delivery of the highest standards of cleanliness.</p> <p>53.3 The Operator shall ensure that the As Good As New Steering Group completes its process mapping initiative by no later than [REDACTED⁴⁵]. The As Good As New Steering Group shall review its work [REDACTED⁴⁶] during the Contract Term and shall update such work when reasonably required.</p> <p>53.4 The Operator shall ensure that the outputs of the As Good As New Steering Group are properly utilised to achieve its objectives of delivering an “as new” high quality on-train environment so that the ambience and environment on the rolling stock units in the Train Fleet which are not units in the Legacy Fleet to the greatest extent reasonably practicable retain an as built high quality condition for the duration of the Contract Term.</p> <p>53.5 For the purposes of this Business Plan Commitment, [REDACTED⁴⁷]</p>
Customer	6.2.1.5 Delivering Customer-Centric Training	<p>54. Piloting New Customer-Centric Training</p> <p>54.1 The Operator shall ensure that at all times during the Contract Term there are in place appropriate standards and behaviours of engaging with customers which are regularly reviewed and updated as required and that relevant</p>

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Business Plan Component	Ref.	Business Plan Commitment
		<p>Business Employees are appropriately managed with the intention of ensuring compliance with such standards and behaviours.</p> <p>54.2 The Operator shall deliver a pilot of a new training workshop for supervisors and leaders on the importance of the standards and behaviours in place in accordance with paragraph 54.1, with the objective of supporting them and their teams to positively influence the customer experience. The Operator shall encourage participants to use their training workshop learnings to influence their teams in upholding the highest customer-facing standards.</p> <p>54.3 The Operator shall deliver the new training workshop pilot no later than [REDACTED⁴⁸]</p> <p>54.4 As part of the new training workshop pilot, the Operator shall:</p> <p style="padding-left: 20px;">54.4.1 collect feedback to determine whether to proceed with a broader rollout of the new training workshop; and</p> <p style="padding-left: 20px;">54.4.2 measure the following:</p> <p style="padding-left: 40px;">54.4.2.1 improvement in colleague interaction and presentation skills within the SQR;</p> <p style="padding-left: 40px;">54.4.2.2 colleague metrics within the Overall NRPS Score and Wavelength Programme;</p> <p style="padding-left: 40px;">54.4.2.3 customer praise and complaints by location and by individual for those whose supervisors and leaders have, and who have not yet attended the workshop to assess its impact to the extent possible; and</p> <p style="padding-left: 40px;">54.4.2.4 from [REDACTED⁴⁹] staff engagement results for supervisory and line management performance, in comparison to prior years,</p> <p style="padding-left: 20px;">in each case with a view to understanding the effect of the new training.</p>

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Business Plan Component	Ref.	Business Plan Commitment
Customer	6.2.1.8 Platform Tactile Paving	<p>55. Platform Tactile Paving Plan</p> <p>55.1 By a date at least three (3) months prior to the end of each Contract Year, the Operator shall produce a costed plan in respect of the proposed installation of tactile paving installations at Stations to be implemented during the next following Contract Year (the "Tactile Paving Plan").</p> <p>55.2 The Tactile Paving Plan shall prioritise tactile paving installation projects by reference to footfall and safety risk at relevant locations and in this context the plan shall rank the proposed installations by reference to their anticipated safety benefits. It shall also identify for each proposed installation likely possessions required and their expected impacts and identify all relevant risks to delivery. The first Tactile Paving Plan shall identify the initial five (5) priority Stations where installation could be delivered by the end of the second Contract Year.</p> <p>55.3 Following production of the Tactile Paving Plan, the Secretary of State may, in accordance with paragraph 3 (Annual Business Plan Process) or paragraph 6 (Business Plan Revisions) of Chapter 7.7 (Business Plan) of the Contract (as the case may be), direct the Operator to implement those parts of that plan as specified in a future business plan commitment.</p>
Customer	6.2.1.8 Delivering High Quality, End-to-End Accessible Journeys	<p>56. Accessibility Support Plan</p> <p>56.1 The Operator shall provide to the Secretary of State, no later than [REDACTED⁵⁰], a plan to prioritise the experience of disabled customers and those with accessibility needs, including identifying and addressing barriers to travel (the "Accessibility Support Plan").</p> <p>56.2 The Operator shall ensure that the Accessibility Support Plan:</p> <p>56.2.1 outlines future enhancements to booked and unbooked accessibility assistance, especially within driver-only operation areas and areas known to pose difficulty to customers with accessibility needs;</p> <p>56.2.2 explains how the Operator meets accessibility compliance requirements while responding appropriately to customers with accessibility needs, concerns and requests;</p>

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Business Plan Component	Ref.	Business Plan Commitment
		<p>56.2.3 incorporates feedback from the Accessibility Panel; and</p> <p>56.2.4 support the reduction of accessibility-related complaints and associated compensation.</p>
Customer	<p>6.2.1.8</p> <p>Accessibility Improvement Schemes</p>	<p>57. Accessibility Improvement Plan</p> <p>57.1 By a date at least three (3) months prior to the end of each Contract Year, the Operator shall produce a costed plan in respect of the proposed initiatives in respect of Stations to make travel easier for those with accessibility needs to be implemented during the next following Contract Year (the “Accessibility Improvement Plan”).</p> <p>57.2 The Accessibility Improvement Plan shall prioritise accessibility improvement projects by reference to footfall at relevant locations and in this context the plan shall rank the proposed improvements by reference to their anticipated benefits. It shall also identify for each proposed improvement likely possessions required and their expected impacts and identify all relevant risks to delivery.</p> <p>57.3 Following production of the Accessibility Improvement Plan, the Secretary of State may, in accordance with paragraph 3 (Annual Business Plan Process) or paragraph 6 (Business Plan Revisions) of Chapter 7.7 (Business Plan) of the Contract (as the case may be), direct the Operator), direct the Operator to implement those parts of that plan as specified in a future business plan commitment.</p>
Customer	<p>6.2.1.9</p> <p>Station Improvement Plan</p>	<p>58. Station Improvement Plan</p> <p>58.1 By a date at least three (3) months prior to the end of each Contract Year, the Operator shall produce a costed plan in respect of the proposed initiatives to improve the customer experience at Stations including but not limited to shelters, car park repairs and automatic ticket gates to be implemented during the next following Contract Year (the “Station Improvement Plan”).</p> <p>58.2 The Station Improvement Plan shall prioritise station improvement projects in consultation with the Secretary of State by reference to measures including footfall at relevant locations, safety and the customer environment and in this context the plan shall rank the proposed improvements by reference to their anticipated benefits. It shall also identify for each proposed improvement likely possessions required and their expected impacts and identify all relevant risks to delivery.</p> <p>58.3 Following production of the Station Improvement Plan, the Secretary of State may, in accordance with paragraph 3 (Annual Business Plan Process) or paragraph 6 (Business Plan Revisions) of Chapter 7.7 (Business Plan) of the</p>

Business Plan Component	Ref.	Business Plan Commitment
		Contract (as the case may be), direct the Operator to implement those parts of that plan as specified in a future business plan commitment.
Customer	6.2.1.10 Witham Masterplan	<p>59. Witham Masterplan</p> <p>59.1 The Operator shall using all reasonable endeavours implement the Witham Masterplan:</p> <p>59.1.1 by reference to the applicable scope, objectives and timescales as directed by the Secretary of State,</p> <p>59.1.2 in accordance with any other directions of the Secretary of State including by carrying out all design and development work and obtaining necessary possessions, approvals and consents in timescales consistent with delivery in relevant Contract Years.</p> <p>59.2 The Secretary of State shall be entitled to review the Witham Masterplan and the Operator shall make revisions to the Witham Masterplan as the Secretary of State may direct from time to time.</p> <p>59.3 For the purposes of this Business Plan Commitment, "Witham Masterplan" means the proposed station redevelopment at Witham including increased car parking spaces, installation of automatic ticket gates, new retail facilities and additional cycle facilities.</p>
Customer	6.2.1.12 Enhancing Real Time Information	<p>60. Enhancement of Real Time Information</p> <p>60.1 The Operator shall use all reasonable endeavours to incorporate on-train toilet availability and accessibility information on station screens to enable customers to board trains more comfortably and more quickly by no later than [REDACTED⁵¹] Where third party agreement, collaboration and actions are required to deliver this Business Plan Commitment the Operator shall use all reasonable endeavours to obtain them.</p>
Customer	6.2.1.13 Managing Service Disruption	<p>61. Improved Management of Service Disruption</p> <p>61.1 The Operator shall:</p>

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Business Plan Component	Ref.	Business Plan Commitment
		<p>61.1.1 conduct a thorough review of existing service disruption management processes, the precise scope of which will be advised by the Operator and agreed with the Secretary of State;</p> <p>61.1.2 report the outcomes of the above review to the Secretary of State and produce a timebound action plan to implement the actions identified;</p> <p>61.1.3 produce responsive station service disruption plans for all Hub Stations;</p> <p>61.1.4 provide each member of the Operator's "Control Information Team" with a one-day course in communications, with emphasis on the subject matter the Operator determines is most relevant to their role, such as infrastructure failures and other causes of train delays; and</p> <p>61.1.5 implement the time bound action plan and station service disruption plans in accordance with their terms.</p> <p>61.2 The Operator shall deliver its obligations in paragraph 61.1 no later than 31 December 2022.</p> <p>61.3 Six (6) months following completion of the actions identified in paragraph 61.1, the Operator shall produce and provide an interim report to the Secretary of State which details and reviews the steps it has taken to comply with its obligations in paragraph 61.1.</p> <p>61.4 Twelve (12) months following completion of the actions identified in paragraph 61.1, the Operator shall produce and provide an interim report to the Secretary of State which details and reviews the steps it has taken to comply with its obligations in paragraph 61.1.</p> <p>61.5 The Operator shall provide the Secretary of State with an interim update of progress made by the Operator in complying with its obligations by 31 March 2022.</p> <p>61.6 For the purposes of this Business Plan Commitment, "Hub Stations" means:</p> <p>61.6.1 Tottenham Hale;</p> <p>61.6.2 Broxbourne;</p> <p>61.6.3 Stansted Airport;</p>

Business Plan Component	Ref.	Business Plan Commitment
		<p>61.6.4 Cambridge;</p> <p>61.6.5 Norwich;</p> <p>61.6.6 Ipswich;</p> <p>61.6.7 Colchester;</p> <p>61.6.8 Chelmsford;</p> <p>61.6.9 Shenfield; and</p> <p>61.6.10 Liverpool Street.</p>
Customer	<p>6.2.2.1</p> <p>Conduct an SQR Fieldwork exercise to support the introduction of the SQR</p>	<p>62. SQR Fieldwork Exercise</p> <p>62.1 The Operator shall, from the Start Date, continue to conduct an exercise (“SQR Fieldwork Exercise”) supported by an external consultant (“the Consultant”) in accordance with the SQR Fieldwork Methodology.</p> <p>62.2 The Secretary of State and the Operator shall work collaboratively together to ensure that the design and implementation of the SQR Fieldwork Exercise are appropriately optimised.</p> <p>62.3 The Operator shall employ an appropriately skilled and experienced party to act as the Consultant.</p> <p>62.4 The Operator shall ensure that the SQR Fieldwork Exercise shall be carried out in the sixth, seventh and eighth Reporting Periods of the Reporting Year in which the Start Date occurs, in accordance with the SQR Fieldwork Methodology.</p> <p>62.5 The Operator shall report to the Secretary of State the results of the SQR Fieldwork Exercise for each relevant Reporting Period specified in paragraph 62.4 as soon as is reasonably practicable and in any event no later than twelve (12) days after the end of each relevant Reporting Period (including all raw data). Such results shall be discussed by the Operator and the Secretary of State at the next following Contract Performance Meeting in the context of the obligations of the Parties under this paragraph 62.</p> <p>62.6 The Operator shall complete the SQR Fieldwork Exercise in accordance with the SQR Fieldwork Methodology.</p>

Business Plan Component	Ref.	Business Plan Commitment
		<p>62.7 The Secretary of State and the Operator shall, by no later than 31 October 2021, collaboratively engage to understand and reflect on the results of the SQR Fieldwork Exercise available at that time, including in the context of:</p> <p>62.7.1 the Operator’s management and operational processes and approaches and how these might be optimised to maximise performance by reference to the SQR Benchmarks, Reinspection Timescales and/or Rectification Evidence Timescales; and</p> <p>62.7.2 the currently calibrated SQR Benchmarks, Reinspection Timescales and/or Rectification Evidence Timescales and the implications for the Operator of delivery with reference to them in the context of the Secretary of State’s objective to ensure the delivery of appropriately high levels of service quality.</p> <p>It is acknowledged that not all reinspection data will be available on 31 October 2021 and the Operator shall provide this to the Secretary of State as soon as reasonably practicable after it becomes available. Accordingly, by no later than 30 November 2021, the Secretary of State and the Operator shall further engage and reflect on the results of the SQR Fieldwork Exercise available as at that date, including in the context of those matters set out in paragraphs 62.7.1 and 62.7.2.</p> <p>62.8 The Secretary of State shall have due regard to the results of the Fieldwork Exercise and the views of the Operator expressed in the collaborative engagement pursuant to paragraph 62.7.</p> <p>62.9 The Secretary of State shall review the results of the SQR Fieldwork Exercise when considering the SQR Benchmarks and SQR Targets applicable to the second Contract Year.</p> <p>62.10 For the purposes of this Business Plan Commitment, “SQR Fieldwork Methodology” means the methodology included in the document in the agreed terms marked “SBM”.</p>
Customer		<p>63. Automatic Delay Repay Plan</p> <p>63.1 By no later than 31 December 2021, the Operator shall deliver to the Secretary of State a costed and staged plan detailing the steps that the Operator considers would be necessary in order to offer automatic ‘Delay Repay’ to customers in stages (as set out in the plan) commencing from 1 April 2022 (the “Automatic Delay Repay Plan”).</p> <p>63.2 Following production of the Automatic Delay Repay Plan, the Secretary of State may, in accordance with paragraph 3 (Annual Business Plan Process) or paragraph 6 (Business Plan Revisions) of Chapter 7.7 (Business Plan) of the</p>

Business Plan Component	Ref.	Business Plan Commitment
		Contract (as the case may be), direct the Operator to implement those parts of that plan as specified in a future business plan commitment.
COMMUNITIES		
Communities	6.3.4	<p>64. Community Rail Conference</p> <p>64.1 During the Contract Term, the Operator shall hold an annual community rail conference in order to:</p> <p>64.1.1 update the Community Rail Partnerships (to which the Operator is a member) on:</p> <p style="padding-left: 40px;">64.1.1.1 any initiatives carried out by the Operator in connection with its membership of the relevant Community Rail Partnerships; and</p> <p style="padding-left: 40px;">64.1.1.2 any other developments relating to the Community Rail Partnership; and</p> <p>64.1.2 discuss future priorities regarding Community Rail Partnerships with the Community Rail Network, Secretary of State and the relevant Community Rail Partnerships.</p>
Communities	6.3.4	<p>65. Station adopters' best practice and awards conference</p> <p>65.1 During the Contract Term, the Operator shall hold on an annual basis an awards conference for members of the "station adopters scheme" in order to:</p> <p>65.1.1 update station adopters on developments regarding station adoption schemes and best practice initiatives; and</p> <p>65.1.2 present awards to station adopters to celebrate the best efforts from the previous twelve (12) months.</p>
Communities	6.3.4	<p>66. Community Stakeholder Satisfaction Survey</p> <p>66.1 During the Contract Term, the Operator shall on an annual basis undertake a survey to measure satisfaction of its Community Stakeholders ("Community Stakeholder Satisfaction Survey").</p>

Business Plan Component	Ref.	Business Plan Commitment
		<p>66.2 The Operator shall in the context of the findings of such a survey use the results to inform its stakeholder and media strategy for the following Contract Year.</p> <p>66.3 The Operator shall deliver outputs from the Community Stakeholder Satisfaction Survey to the Secretary of State, including but not limited to:</p> <p style="padding-left: 40px;">66.3.1 the number of respondents to the Community Stakeholder Satisfaction Survey; and</p> <p style="padding-left: 40px;">66.3.2 the results of the Community Stakeholder Satisfaction Survey,</p> <p style="padding-left: 40px;">as soon as reasonably practicable after the Community Stakeholder Satisfaction Survey has been completed.</p> <p>66.4 For the purposes of this Business Plan Commitment, “Community Stakeholders” means local authorities, rail user groups, business organisations, Community Rail Partnerships and other relevant stakeholders as the Operator considers are appropriate in the circumstances and any other such groups as the Secretary of State may specify.</p>
Communities	6.3.4	<p>67. Stakeholder Advisory Board</p> <p>67.1 During the Contract Term, the Operator agrees to hold a Stakeholder Advisory Board meeting at least twice in each Contract Year in order to discuss:</p> <p style="padding-left: 40px;">67.1.1 the sharing of key knowledge and best practice;</p> <p style="padding-left: 40px;">67.1.2 the prioritisation of the Operator's business plans and initiatives; and</p> <p style="padding-left: 40px;">67.1.3 ways to assist the Operator in aligning its plans with regional aspirations.</p> <p>67.2 For the purposes of this Business Plan Commitment:</p> <p style="padding-left: 40px;">67.2.1 “Community Stakeholders” means local authorities, rail user groups, business organisations, Community Rail Partnerships and other relevant stakeholders as the Operator considers are appropriate in the circumstances and any other such groups as the Secretary of State may specify; and</p>

Business Plan Component	Ref.	Business Plan Commitment
		67.2.2 "Stakeholder Advisory Board" means an advisory board comprising representatives of Community Stakeholders, members from each of the Operator's management team, Network Rail Route Management Team and other key industry partners.
Communities	6.3.4	<p>68. Transport Integration Forum</p> <p>68.1 The Parties acknowledge that as at the Start Date, pursuant to the terms of the Previous Agreement, the Operator has established a transport integration forum to promote an integrated timetable (a "Transport Integration Forum").</p> <p>68.2 Following the Start Date and for the Contract Term, the Operator agrees that the Transport Integration Forum will continue to meet twice in each Contract Year with the purpose of:</p> <p>68.2.1 promoting integrated fully accessible multimodal passenger journeys including active travel modes through multimodal timetable information and the provision of relevant and useful information through all appropriate channels;</p> <p>68.2.2 sharing of key knowledge and best practice; and</p> <p>68.2.3 providing a focus on key areas such as interchange arrangements, joint ticketing, information provision and the promotion of existing links and the development of new links.</p> <p>68.3 By [REDACTED⁵²], the Operator shall review the purposes of the Transport Integration Forum and make a proposal to improve and amend them by reference to reasonably relevant criteria including by reference to the Contract (including the Service Quality Regime) so that such purposes are better aligned with the Contract. If instructed to do so by the Secretary of State the Operator shall make relevant amendments.</p>

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Business Plan Component	Ref.	Business Plan Commitment
Communities	6.3.5	<p>69. Community Rail Partnerships Marketing</p> <p>69.1 In each Contract Year for the remainder of the Contract Term, the Operator shall spend up to [REDACTED⁵³] towards the delivery of reasonable public relations and marketing initiatives relating to Community Rail Partnerships and adopter activities.</p>
Communities	6.3.5	<p>70. Community Rail Annual Report</p> <p>70.1 In addition to the Operator's obligations set out in paragraph 2.6 of Chapter 5.2 (<i>Customer Schemes</i>) of the Contract, in December of every Contract Year, the Operator shall distribute to the Community Rail Partnerships and the Secretary of State a report setting out the Operator's funding and support for:</p> <p>70.1.1 resources committed to Community Rail Partnerships;</p> <p>70.1.2 actions delivered;</p> <p>70.1.3 achievements across the Operator's network, including specific sections on each individual Community Rail Partnership; and</p> <p>70.1.4 progress and achievements across the Operator's station adoption programme,</p> <p>(the "Community Rail Annual Report").</p>

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Business Plan Component	Ref.	Business Plan Commitment
Communities	6.3.5	<p>71. Station adopters</p> <p>71.1 By [REDACTED⁵⁴] the Operator shall, in collaboration with the relevant Community Rail Partnership, implement a “station adopters scheme” under which members of the local community can “adopt” a local Station for those Stations which do not yet have a Station adopter and engage in activities such as:</p> <p style="padding-left: 40px;">71.1.1 promoting the Passengers Services calling at the Station;</p> <p style="padding-left: 40px;">71.1.2 monitoring and reporting faults, damage and anti-social and criminal behaviour; and</p> <p style="padding-left: 40px;">71.1.3 carrying out minor Station cleaning and maintenance tasks and the development and cultivation of station gardens.</p> <p>71.2 The Operator shall throughout the Contract Term promote the station adopters scheme and provide safety and other training and support to participants.</p>

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Business Plan Component	Ref.	Business Plan Commitment
Communities	6.3.7	<p>72. Integrated Transport Manager</p> <p>72.1 By no later than [REDACTED⁵⁵] the Operator shall appoint a manager (“Integrated Transport Manager”) and shall ensure that such role shall be filled for the duration of the Contract Term, whose role will be focused on new and existing transport integration activities and will include but not be limited to:</p> <p>72.1.1 collaborating with local authorities, Community Rail Partnerships’ officers, station adopters, other transport operators and persons for the purposes of developing and implementing new strategies to promote integrated transport;</p> <p>72.1.2 preparing an annual integrated transport plan, following consultation with local authorities and other transport operators, which will set priorities and plans for the subsequent Contract Year;</p> <p>72.1.3 producing a report three (3) months after the end of each Contract Year for the remainder of the Contract Term, setting out the performance of the Operator in relation to activities and achievements of the Integrated Transport Manager including but not limited to:</p> <p style="padding-left: 40px;">72.1.3.1 the measures taken by the Integrated Transport Manager in the preceding Contract Year; and</p> <p style="padding-left: 40px;">72.1.3.2 future aims and strategies the Integrated Transport Manager intends to adopt for the subsequent Contract Year; and</p> <p>72.1.4 using reasonable endeavours to identify sources of third party funding for the purposes of promoting integrated transport.</p>
REVENUE		

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Revenue	7.2.1.4	<p>73. Fares Plan</p> <p>73.1 In respect of each Fares Setting Round the Operator shall promptly following the relevant milestone in that Fares Setting Round, provide written confirmation to the Secretary of State that it has: (i) planned and (ii) thereafter implemented the relevant Fares in accordance with the requirements of the Fares Plan.</p>
Revenue	7.2.1.4	<p>74. Marketing and Econometric Modelling</p> <p>74.1 Subject to paragraph 74.4 below, the Operator shall promptly, following the end of each Quarter, undertake econometric modelling of its marketing activity which shall provide:</p> <p>74.1.1 data, statistics and information validating the revenue gains which are directly attributable to the Operator's marketing activity undertaken in that Quarter;</p> <p>74.1.2 data statistics and information measuring the marketing impact and return on investment made in relation to the marketing activity undertaken by the Operator in the previous Quarter; and</p> <p>74.1.3 any other data, statistics or information as the Parties may agree or the Secretary of State may specify.</p> <p>74.2 The Operator shall use the data, statistics and information produced through the econometric modelling to inform its future marketing activity in order to maximise the revenues generated through marketing spend.</p> <p>74.3 Within twenty-eight (28) days of the end of each Quarter the Operator shall deliver to the Secretary of State a report setting out:</p> <p>74.3.1 the data, statistics and information produced through the econometric modelling of its marketing activity during that Quarter in such format as the Secretary of State may specify from time to time;</p> <p>74.3.2 any changes to its marketing activity that the Operator recommends should be considered as a consequence of that data statistics and information produced through the econometric modelling; and</p> <p>74.3.3 such other information as the Secretary of State may require.</p> <p>74.4 The Operator shall, prior to undertaking any econometric modelling in accordance with paragraph 74.1, provide the Secretary of State with full details as to any third party costs (including any consultancy fees) which the Operator will incur in undertaking the econometric modelling. The Operator shall undertake such econometric modelling in a</p>

		manner consistent with the approval process for marketing expenditure noting that relevant costs fall into such category.
Revenue	7.2.1.5	<p>75. Flexible Car Parking Season Tickets</p> <p>75.1 By no later than 31 December 2021 the Operator shall offer for sale a flexible car parking season ticket in respect of those car parks at Stations which are equipped with automatic number plate recognition technology.</p> <p>75.2 Such flexible car parking season ticket shall complement and be offered for sale with the Flexible Ticket and the flexible car parking season ticket shall conform to such requirements and specification as the Secretary of State may notify to the Operator from time to time including for the purposes of alignment with national and relevant local initiatives.</p>
Revenue	7.2.1.5	<p>76. Car Park Tariff Review</p> <p>76.1 The Operator shall undertake a review of parking tariffs applied at Station car parks which shall take into account changing demands in car parking use and opportunities to maximise revenue.</p> <p>76.2 The Operator shall have concluded each such car park charging review by no later than 31 May 2022 and thereafter twice every Contract Year in Spring and Autumn.</p> <p>76.3 By no later than twenty-eight (28) days following the completion of each car park charging review, the Operator shall deliver to the Secretary of State the findings and recommendations of that review for the Secretary of State's consideration.</p> <p>76.4 The Operator shall take into account, when preparing its Fares Plan applicable to each Subsequent Business Plan Year, the findings and recommendations set out within each report referred to in paragraph 76.3.</p>

Revenue	7.2.3	<p>77. Ticketless Travel and Revenue Protection Initiatives</p> <p>77.1 The Operator shall carry out a comprehensive review of ticketless travel issues affecting the Passenger Services once in each Contract Year. Such review shall focus on:</p> <p>77.1.1 the extent of ticketless travel on the Passenger Services identifying particular problem routes and the times of the day and week when ticketless travel is most likely to arise;</p> <p>77.1.2 actions that can be taken to minimise ticketless travel identifying the likely revenue benefits and costs expected to be associated with each action (which could include targeted advertising campaigns through station adverts and online media campaigns and the extension of the penalty fares regime to additional routes).</p> <p>77.2 The Operator shall deliver the findings of each such review in a report to delivered to the Secretary of State. The report in relation to the first Contract Year shall be delivered by no later than 31 March 2022 and reports in relation to subsequent Contract Years shall be delivered on dates reasonably specified by the Secretary of State. Following delivery of any report the Operator shall implement such actions to minimise ticketless travel as the Secretary of State may reasonably require.</p> <p>77.3 [REDACTED⁵⁶]</p>
Revenue	6.2.3.1 Driving Smart Media Usage	<p>78. Driving Smart Media Usage</p> <p>78.1 The Operator shall develop and deliver to the Secretary of State a plan to increase the take up of Smart Media across its network in line with the Smart Media Targets (the "Smart Media Plan").</p> <p>78.2 The Operator shall ensure that the Smart Media Plan:</p> <p>78.2.1 supports a return of customers to rail by increasing ticketing options, increasing ease of purchase and travel and raising awareness of smart ticketing; and</p> <p>78.2.2 is reviewed to cater for changing customer needs following the return of commuters to the Operator's network.</p>

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		<p>78.3 The Operator shall continue to conduct a promotional advertising campaign with the aim of increasing take-up of Smart Media (across all ticket types) by users of the Passenger Services. Areas that the campaign may focus on include:</p> <p>78.3.1 highlighting the benefits to customers of using Smart Media; and</p> <p>78.3.2 describing the methods by which Smart Media can be purchased.</p> <p>The promotional advertising campaign shall be designed to make appropriate and effective use of reasonably selected relevant channels including posters and information at stations and on Passenger Services and advertising through electronic media including the Operator's web site.</p> <p>78.4 The Operator shall deliver its obligations in paragraphs 78.1 and 78.2 no later than 31 December 2021 and on an annual basis thereafter within each Contract Year.</p>
Revenue		<p>79. Central Marketing Initiatives</p> <p>79.1 It is acknowledged that industry wide marketing initiatives are likely to be developed as part of the implementation process for the railway reform programme consequent upon the Williams-Shapps Plan for Rail. Accordingly the Operator shall (without prejudice to the other provisions of this Contract) fully and effectively cooperate with any such schemes developed by RDG, Rail Industry Recovery Group, Great British Railways or any entity or group formed for the purposes of advancing the rail reform agenda in advance of Great British Railways being incorporated or otherwise taking on such role. The Operator shall update the Secretary of State on relevant activity as party of its regular Reporting Period reporting. The Operator shall participate in any such marketing activities that the Secretary of State directs it to participate in.</p>
ENVIRONMENT AND SUSTAINABILITY		
Environment and Sustainability	8.2.1.1 Insulate and improve energy efficiency of buildings	<p>80. Energy and thermal efficiency review</p> <p>80.1 The Operator shall undertake a review for the improvement of energy efficiency and thermal efficiency at Stations with annual consumption of over 300,000 Kilowatt Hours, such review to include:</p> <p>80.1.1 recommendations for the measures to be introduced at such Stations, including through the introduction of:</p> <p>80.1.1.1 loft insulation (where access permits);</p> <p>80.1.1.2 draught exclusion;</p>

		<p>80.1.1.3 upgrades to windows; and</p> <p>80.1.1.4 upgrades to doors; and</p> <p>80.1.2 provide a business case for implementing such measures at all suitable Stations selected by the Operator, (the "Energy and Thermal Efficiency Review").</p> <p>80.2 The Operator shall:</p> <p>80.2.1 produce a report outlining the findings and recommendations of the Energy and Thermal Efficiency Review and provide the Secretary of State with a copy of such report by no later than the [REDACTED⁵⁷]and</p> <p>80.2.2 work together in good faith with the Secretary of State to implement the recommendations of the Energy and Thermal Efficiency Review during the remainder of the Contract Term so that they are all completed as soon as reasonably practicable and by no later than [REDACTED⁵⁸]</p>
<p>Environment and Sustainability</p>	<p>8.2.1.2 Improve Domestic Utilities Monitoring</p>	<p>81. Reduction in Consumption of Utilities (Water, Electricity and Gas)</p> <p>81.1 The Parties acknowledge that under the Previous Agreement:</p> <p>81.1.1 the Operator and the Secretary of State agreed to a programme of installation of AMRs at each meter located at a Station or Depot; and</p> <p>81.1.2 as at the Start Date there are fifty (50) identified locations where AMRs remain to be fitted (the "Remaining AMR Locations").</p> <p>81.2 The Operator shall install AMRs at the remaining AMR Locations by the following staged plan:</p>

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		<p>2.2.1 Twelve (12) AMRs to be installed by [REDACTED⁵⁹] (1 Electricity and 11 Gas);</p> <p>2.2.2 Eighteen (18) AMRs to be installed by [REDACTED⁶⁰] (17 Electricity and 1 Gas); and</p> <p>2.2.3 Twenty (20) AMRs to be installed by [REDACTED⁶¹] (6 Electricity, 3 Gas and 11 Water).</p> <p>81.3 The Operator shall utilise the data obtained from each AMR installed to consider any measures which can be taken to reduce the Operator's overall utility consumption and any further cost saving measures that can be taken and act properly and appropriately to implement those measures and secure relevant cost savings keeping the Secretary of State informed of actions taken.</p> <p>81.4 On a Quarterly basis, the Operator shall produce and provide a report (to be provided at the same time as the Quarterly Forecast) to the Secretary of State which details the steps it has taken to comply with its obligations in paragraphs 81.1 and 81.3 and the future actions it proposes to take and any such proposed actions shall be implemented by the Operator as soon as reasonably practicable.</p> <p>81.5 The Operator shall ensure that costs to be included in the Cost Budget in relation to such obligations:</p> <p style="padding-left: 40px;">81.5.1 in the first Contract Year do not exceed [REDACTED⁶²]and</p>
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		<p>81.5.2 in each subsequent Contract Year do not exceed [REDACTED⁶³]</p> <p>and the Operator shall not be permitted to incur expenditure in excess of such amounts in a relevant Contract Year. Where a Contract Year is less than thirteen Reporting Periods relevant expenditure amounts shall be apportioned proportionately by reference to the number of days in the Contract Year.</p> <p>81.6 For the purposes of this Business Plan Commitment, “AMRs” means automatic meter readers, as the case may be, relating to the supply of water, electricity or gas.</p>
<p>Environment and Sustainability</p>	<p>8.2.1.3 Extend WEMS to remaining viable sites</p>	<p>82. Wireless Energy Management Systems</p> <p>82.1 The Operator shall procure (via engagement with a third-party provider) the installation of a WEMS at each of the WEMS Locations by no later than [REDACTED⁶⁴]</p> <p>82.2 Twelve (12) months following completion of the installation of the WEMS at the final WEMS Location, the Operator shall provide the Secretary of State with a report outlining the Operator's cost savings realised following installation of each WEMS and on recommendations for future measures which could be implemented on a cost effective basis in order to further reduce energy consumption at a station building.</p> <p>82.3 For the purposes of this Business Plan Commitment:</p> <p>82.3.1 "WEMS" means the wireless computer based-system to be installed so as to control and monitor a building's electrical equipment and managing demand for energy, of equivalent specification and quality as the Operator has already procured at a Station prior to the Start Date; and</p> <p>82.3.2 "WEMS Location" means any station building:</p> <p>82.3.2.1 reasonably determined by the Operator and approved by the Secretary of State in writing; and</p>

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		<p>82.3.2.2 expected to be contained within the Operator's Station Lease for the following Stations or such other reasonable alternative or additional Stations as the Operator may reasonably decide and as approved by the Secretary of State in writing from time to time:</p> <p>(a) Great Chesterford;</p> <p>(b) Cambridge North;</p> <p>(c) Northumberland Park;</p> <p>(d) Orient Way Depot; and</p> <p>(e) Hockley.</p> <p>82.4 The Operator shall ensure that costs to be included in the Cost Budget in relation to such obligations:</p> <p>82.4.1 in the first Contract Year do not exceed [REDACTED⁶⁵]; and</p> <p>82.4.2 in each subsequent Contract Year do not exceed [REDACTED⁶⁶]</p> <p>and the Operator shall not be permitted to incur expenditure in excess of such amounts in a relevant Contract Year. Where a Contract Year is less than thirteen Reporting Periods relevant expenditure amounts shall be apportioned proportionately by reference to the number of days in the Contract Year.</p>
Environment and Sustainability	8.2.1.5 Change domestic energy supplier to lower carbon	<p>83. Reduced carbon in domestic energy supply</p> <p>83.1 The Operator shall consider and implement the measures it can take to improve the environmental performance of its domestic energy supply and such measures shall include:</p>

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		<p>83.1.1 considering in good faith, at each domestic energy contract review meeting, low carbon and renewable energy suppliers available to it at the point at which each existing energy contract is to be renewed (it being noted that all such renewals will take place prior to 31 March 2022); and</p> <p>83.1.2 where such a low carbon or renewable energy supplier represents a cost neutral option for the Operator, to select such supplier.</p> <p>83.2 The Operator shall, when carrying out its obligations in paragraph 83.1, aim to have 100% renewable energy supply.</p>
Environment and Sustainability	8.2.1.6 To maintain certification to ISO14001 Environmental Management and ISO50001 Energy Management System Standards to help drive continual improvement	<p>84. Maintain ISO Certification</p> <p>84.1 The Operator shall at all times during the Contract Term maintain certification pursuant to ISO14001:2015 and ISO50001:2011 and the Operator shall have this accredited by an external third party auditor.</p> <p>84.2 The Operator shall provide the Secretary of State with copies of the certification audit reports to demonstrate compliance with its obligations in paragraph 84.1 and a copy of their ISO50001 Energy Review within four (4) weeks of their certification and each subsequent recertification during the Contract Term.</p>
Environment and Sustainability	8.2.1.7 Establishing an Air Quality Monitoring Network	<p>85. Air Quality Monitoring</p> <p>85.1 By no later than [REDACTED⁶⁷] the Operator shall, working with RSSB, develop an approach to improving air quality (the “Air Quality Plan”). The Plan shall include:</p> <p>85.1.1 approach to establishing baseline air quality data;</p> <p>85.1.2 agreed priorities and potential mitigations;</p>

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		<p>85.1.3 targets to improve air quality aligned to agreed industry-wide approach and/or policy.</p> <p>85.2 The Operator shall fully and effectively cooperate with RSSB to design and implement an air quality monitoring network, such network to involve:</p> <p>85.2.1 the Operator providing access to the Air Monitoring Stations for the purposes of allowing RSSB to fit air quality monitoring equipment;</p> <p>85.2.2 allowing reasonable access to RSSB at each Air Monitoring Station in order to maintain and replace such air quality monitoring equipment from time to time; and</p> <p>85.2.3 utilising the data obtained from such air quality monitoring equipment in order to agree with RSSB and the Secretary of State targets for the reduction in air pollution over the remainder of the Contract Term,</p> <p>(the "Air Quality Monitoring Network").</p> <p>85.3 The Operator shall fully and effectively cooperate with RSSB to complete the Air Quality Monitoring Network as soon as reasonably practicable in accordance with the requirements of RSSB in order to run this scheme as a pilot that can be replicated for other Operators.</p> <p>85.4 On a Quarterly basis, the Operator shall produce and provide a report (to be provided at the same time as the Quarterly Forecast) to the Secretary of State which details the steps it has taken to comply with its obligations in paragraphs 85.1 to 85.3.</p> <p>85.5 For the purposes of this Business Plan Commitment:</p> <p>85.5.1 "Air Monitoring Station" means each of the following Stations:</p> <p>85.5.1.1 Norwich;</p> <p>85.5.1.2 Ipswich;</p> <p>85.5.1.3 Cambridge; and</p> <p>85.5.1.4 Ely.</p>
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Environment and Sustainability	<p>8.2.1.8</p> <p>Support development of a noise monitoring and management strategy</p>	<p>86. Noise Monitoring</p> <p>86.1 The Operator shall as part of the sustainable rail strategy work collaboratively with RSSB and Network Rail in order to develop a strategy for the monitoring and management of environmental noise (including from train warning horns) and shall publish such strategy as soon as reasonably practicable following the Start Date and act in a manner consistent with its proper implementation through annual action plans.</p> <p>86.2 The Operator shall work in partnership with:</p> <p>86.2.1 industry partners;</p> <p>86.2.2 local councils; and</p> <p>86.2.3 selected residents within the Geographical Area who are adversely affected by environmental noise, in order to implement measures to resolve any noise related concerns raised by such parties.</p> <p>86.3 On a Quarterly basis, the Operator shall produce and provide a report (to be provided at the same time as the Quarterly Forecast) to the Secretary of State which summarises noise complaints made during the previous Quarter and actions taken to address these and the steps it has taken to comply with its obligations in paragraphs 86.1 to 86.2 including in relation to the implementation of its strategy, action plans and noise related measures.</p>
Environment and Sustainability	<p>8.2.1.9</p> <p>Enhance biodiversity at GA locations</p>	<p>87. Enhancing biodiversity</p> <p>87.1 The Operator shall throughout the Contract Term work to enhance biodiversity on land under the control of the Operator including at Stations and Depots by developing and implementing biodiversity monitoring and improvement projects which shall be specified in the Operator's annual biodiversity plans and delivered in accordance with such plans. The Operator shall at all times fully and effectively cooperate with local wildlife trusts operating in the Geographical Area in order to develop an accreditation scheme, by no later than [REDACTED⁶⁸] with the aim of recognising and encouraging practices which increase wildlife in the area surrounding Stations and Depots and the most wildlife friendly Stations, (the "Biodiversity Accreditation Scheme"). The Operator shall implement the Biodiversity Accreditation Scheme, once finalised, for the remainder of the Contract Term.</p>

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		87.2	By no later than [REDACTED ⁶⁹] and on an annual basis thereafter by [REDACTED ⁷⁰] the Operator shall produce and provide a report to the Secretary of State which details the steps and/or the actions it has taken to comply with its obligations in paragraph 87.1.
		87.3	By no later than [REDACTED ⁷¹] the Operator shall obtain accreditation under the Biodiversity Accreditation Scheme and shall maintain such accreditation from the date that it is achieved to the end of the Contract Term.
Environment and Sustainability	8.2.1.10 Increase environmental awareness to help encourage behaviour change	88.	Environmental Awareness
		88.1	The Operator shall take steps to increase environmental awareness amongst its Business Employees and to encourage a culture of behaviour change throughout its organisation. Accordingly the Operator shall:
		88.1.1	with effect from [REDACTED ⁷²] ensure that at all times a number of existing Business Employees [REDACTED ⁷³] it being noted that there shall be no increase in the overall number of Business Employees or their costs in consequence of this obligation. The Operator shall by no later than [REDACTED ⁷⁴] and

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		<p>on an annual basis thereafter by [REDACTED⁷⁵] produce and provide a report to the Secretary of State which details the steps it has taken to comply with its obligations in this paragraph 88.1.1 and the future actions it proposes to take and any such proposed actions shall be implemented by the Operator;</p> <p>88.1.2 by [REDACTED⁷⁶] make available to its employees an educational experience covering topics such as energy, waste and water which shall be:</p> <p>88.1.2.1 delivered electronically;</p> <p>88.1.2.2 managed and administered through the "Fuse Learn" online learning management system; and</p> <p>88.1.2.3 raising each participant's awareness of environmental issues relevant to the provision of the Passenger Services,</p> <p>88.1.3 have a target of reducing the volume of printing carried out by or for it by 5% on a year on year basis throughout the Contract Term and the Operator shall use all reasonable endeavours to achieve such target.</p>
Environment and Sustainability	8.2.1.11 Modelling and analysing specific utility usage at stations	<p>89. Modelling and analysis of Energy consumption at Stations</p> <p>89.1 The Operator shall categorise all of its Stations on a reasonable basis by reference to size and type and undertake a sample survey of representative Stations within each category to determine the average modelled energy consumption for Stations within each category. The Operator shall use this information to extrapolate results across all Stations to:</p> <p>89.1.1 determine estimated energy consumption of equipment and facilities used by the Operator at each Station; and</p> <p>89.1.2 conduct detailed analysis and establish trends and patterns relating to such energy usage,</p>

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		<p>(the "Station Energy Survey").</p> <p>89.2 The Operator shall:</p> <p>89.2.1 carry out such Station Energy Survey by no later than 31 December 2022; and</p> <p>89.2.2 utilise the results of the Station Energy Survey in order to identify:</p> <p>89.2.2.1 measures that can be taken to reduce overall energy consumption at Stations; and</p> <p>89.2.2.2 specific items of equipment which would be cost effective to repair or replace in order to reduce overall energy consumption at Stations.</p> <p>89.3 Where Stations are shared with Network Rail, Transport for London and/or other Train Operators, the Operator shall fully and effectively cooperate with Network Rail, Transport for London and/or other Train Operators (as applicable) in order to carry out its obligations referred to in paragraphs 89.1 and 89.2.</p>
<p>Environment and Sustainability</p>	<p>8.2.2.1 Develop a decarbonisation roadmap</p>	<p>90. Decarbonisation Plan</p> <p>90.1 By no later than [REDACTED⁷⁷] the Operator shall develop and provide to the Secretary of State a decarbonisation plan (the "Decarbonisation Plan") which will:</p> <p>90.1.1 include a strategic approach and roadmap setting out a long-term pathway towards total decarbonisation of both traction and non-traction energy use by 2050 which shall be based on a set of science-based targets as validated by the Secretary of State;</p> <p>90.1.2 consider appropriate and cost-effective measures which can be taken by the Operator to reduce carbon emissions including:</p> <p>90.1.2.1 "scope 3 emissions" within the Operator's supply chain;</p> <p>90.1.2.2 as a result of Business Employees commuting to and from their place of work; and</p>

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		<p>90.1.2.3 as a result of business travel required in the ordinary course of the Operator's business.</p> <p>90.2 The Operator shall provide the Secretary of State with an interim update of progress made by the Operator in developing the Decarbonisation Plan by [REDACTED⁷⁸]</p> <p>90.3 This obligation is to be delivered in the second Contract Year and accordingly, the Operator shall ensure that costs to be included in the Cost Budget in relation to such obligations in the second Contract Year do not exceed [REDACTED⁷⁹] and the Operator shall not be permitted to incur expenditure in excess of such amount.</p>
Environment and Sustainability	<p>8.2.3.1</p> <p>Supporting the RSSB with the Industry Sustainable Rail Strategy</p>	<p>91. Collaboration with RSSB Sustainable Rail Strategy and Social Value Tool</p> <p>91.1 The Operator shall at all times fully and effectively cooperate with the RSSB and rail industry groups within the RSSB governance structure for the purpose of engaging and supporting the RSSB with the development of a cross industry sustainable rail strategy.</p> <p>91.2 The Operator shall fully and effectively cooperate with the RSSB to develop the Social Value Tool as part of the industry strategic plan and, when available, it shall embed the tool in business processes as well as educating colleagues on the importance of social value and the contribution social value makes to the wider community.</p> <p>91.3 By no later than [REDACTED⁸⁰][REDACTED⁸¹] in each Contract Year, the Operator shall produce and provide a report to the Secretary of State which details the steps it has taken to comply with its obligations in paragraph 91.2.</p>

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		<p>91.4 The Operator shall at all times:</p> <p>91.4.1 maintain its existing Sustainable Development Strategy; and</p> <p>91.4.2 continue to develop the Operator's maturity against RSSB's Sustainable Development Maturity Levels, and the maturity levels set out in the Operator's existing Sustainable Development Strategy.</p> <p>91.5 By no later than [REDACTED⁸²]the Operator shall obtain and provide to the Secretary of State an independent validation report in respect of the Operator's maturity against RSSB's Sustainable Development Maturity Levels, and the maturity levels set out in the Operator's existing Sustainable Development Strategy. Thereafter, the Secretary of State will confirm if independent verification is required annually through the annual Business Plan process and the Secretary of State will direct the Operator to obtain this when required.</p> <p>91.6 For the purposes of this Business Plan Commitment:</p> <p>91.6.1 “Sustainable Development Maturity Levels” means the target levels outlined against each of the Rail Sustainable Development Principles as referenced in the Operators’ existing Sustainable Development Strategy; and</p> <p>91.6.2 “Sustainable Development Strategy” means the sustainable development strategy implemented under the Previous Agreement prior to the Start Date.</p> <p>91.6.3 “Social Value Tool” means the rail industry tool designed to provide a robust methodology to baseline, measure, monitor and evaluate the social value impacts of rail.</p>
Communities	6.3.4	<p>92. Social Value Report</p> <p>92.1 During the Contract Term, the Operator shall on an annual basis, produce and publish a social value report in such readily accessible formats as the Secretary of State may require (including in booklet or other similar hard copy formats, in electronic formats (such as on the Operator’s website, through social media channels and by email)), which shall include:</p> <p>92.1.1 an overview of the progress the Operator has made in delivering a positive social impact; and</p>

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		<p>92.1.2 future projects, aims and measures which the Operator intends to develop and implement with the intention of leaving a positive and lasting impact on the local communities in relation to which the Passenger Services are provided,</p> <p>(the “Social Value Report”).</p> <p>92.2 The Operator shall:</p> <p>92.2.1 produce the Social Value Report in line with the Secretary of State’s guidance and requirements as they may be updated from time to time; and</p> <p>92.2.2 undertake the necessary preparatory work to enable it to measure and report performance against the “RSSB’s Common Social Impact Framework” at the relevant points during the Contract Term.</p>
Environment and Sustainability	8.2.3.2 Support the National EC4T Supply Contract steering group	<p>93. Collaboration with EC4T Scheme</p> <p>93.1 The Operator shall at all times fully and effectively cooperate with its Affiliates, the RDG, Network Rail and other Train Operators through the EC4T Scheme Council in order to seek opportunities to deliver reductions in overall industry “electricity for traction” consumption and costs including through the production of more accurate forecasts for the future requirements for the use of electricity in providing traction.</p> <p>93.2 For the purposes of this Business Plan Commitment, “EC4T Scheme Council” means the scheme founded and run by RDG to improve the manner in which operators procure electricity for traction.</p>
Environment and Sustainability	8.2.3.3 Electric Vehicle Charging (EVC) points	<p>94. Electric Vehicle Charging Points</p> <p>94.1 The Operator shall:</p> <p>94.1.1 undertake a desktop survey to consider locations for the installation of electric vehicle charging points (“EVCPs”) at any Station car park and/or Depot taking reasonable account of both the likely demand and the cost of installation; and</p> <p>94.1.2 use the results of such survey to provide a recommended programme for installing EVCPs at each recommended Station car park and Depot (“EVCP Programme”) to the Secretary of State by 30 September 2022.</p> <p>94.2 The Parties shall work together in good faith to consider the implementation of the EVCP Programme.</p>

Environment and Sustainability	8.2.4.1 [REDACTED ⁸³]	<p>95. [REDACTED⁸⁴]</p> <p>95.1 The Operator shall carry out the following steps to implement [REDACTED⁸⁵] and improve its energy management processes in relation to the Stadler Fleet and Alstom Fleet:</p> <p>95.1.1 fully and effectively co-operate with Network Rail and use all reasonable endeavours to work with the fleet maintainers Stadler Rail Service UK Limited (“Stadler”) and Bombardier Transportation UK Limited (“Bombardier”) to resolve the technical and commercial challenges associated with moving to [REDACTED⁸⁶] in the context of the contractual relationship the Operator has with Stadler and Bombardier;</p> <p>95.1.2 at the time the Operator is ready to start [REDACTED⁸⁷] consult with the ORR and other industry partners in relation to its implementation;</p> <p>95.1.3 by no later than [REDACTED⁸⁸] recruit and retain for the remainder of the Contract Term additional resource to assist in:</p>
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⁸⁴ 8 February 2022 (Date of Redactions Approval) - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

⁸⁵ 8 February 2022 (Date of Redactions Approval) - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

⁸⁶ 8 February 2022 (Date of Redactions Approval) - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

⁸⁷ 8 February 2022 (Date of Redactions Approval) - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

⁸⁸ 8 February 2022 (Date of Redactions Approval) - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

		<p>95.1.3.1 the accumulation and analysis of data relating to traction metering, the data quality and energy performance including the highlighting or identification of missing data; and</p> <p>95.1.3.2 using such data analysis to consider and report on opportunities for operation efficiencies (including efficient driving techniques by drivers, across different unit type and routes); and</p> <p>95.1.3.3 mitigating potential fines as detailed in the traction metering rules,</p> <p>in each case relating to traction metering, (a “Traction Data Analyst”).</p> <p>95.2 Following the completion of the steps set out at paragraph 95.1 above the Operator shall implement [REDACTED⁸⁹] by:</p> <p>95.2.1 [REDACTED⁹⁰]in respect of the Stadler Fleet; and</p> <p>95.2.2 [REDACTED⁹¹]in respect of the Alstom Fleet.</p> <p>95.3 For the purposes of this Business Plan Commitment:</p> <p>95.3.1 "Stadler Fleet" means the fleet of "Class 745" and "Class 755" rolling stock units manufactured by Stadler Bussnang AG; and</p> <p>95.3.2 "Alstom Fleet" means the fleet of "Class 720" rolling stock units manufactured by Bombardier.</p> <p>95.4 The Operator shall ensure that costs to be included in the Cost Budget in relation to such obligations:</p>
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⁹⁰ 8 February 2022 (Date of Redactions Approval) - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

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		<p>95.4.1 in the first Contract Year do not exceed [REDACTED⁹²]and</p> <p>95.4.2 in each subsequent Contract Year do not exceed [REDACTED⁹³]</p> <p>and the Operator shall not be permitted to incur expenditure in excess of such amounts in a relevant Contract Year. Where a Contract Year is less than thirteen Reporting Periods relevant expenditure amounts shall be apportioned proportionately by reference to the number of days in the Contract Year.</p>
<p>Environment and Sustainability</p>	<p>8.2.4.2 [REDACTED⁹⁴]</p>	<p>96. [REDACTED⁹⁵]</p> <p>96.1 For the purposes of facilitating the Operator’s obligations in paragraph 96.2, the Operator shall work with the manufacturers and maintainers of the Stadler Fleet and the Alstom Fleet to implement a programme of [REDACTED⁹⁶].</p> <p>96.2 The Operator shall implement the [REDACTED⁹⁷]:</p>

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⁹⁴ 8 February 2022 (Date of Redactions Approval) - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

⁹⁵ 8 February 2022 (Date of Redactions Approval) - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

⁹⁶ 8 February 2022 (Date of Redactions Approval) - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

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		<p>96.2.1 on the Stadler Fleet by no later than [REDACTED⁹⁸]and</p> <p>96.2.2 on the Alstom Fleet by no later than [REDACTED⁹⁹]</p> <p>96.3 The Operator shall provide the Secretary of State with an interim update of progress made by the Operator in complying with its obligations in paragraphs 96.1 and 96.2 by [REDACTED¹⁰⁰]and [REDACTED¹⁰¹].</p> <p>96.4 For the purposes of this Business Plan Commitment:</p> <p>96.4.1 "Stadler Fleet" means the fleet of "Class 745" and "Class 755" rolling stock units manufactured by Stadler Bussnang AG; and</p> <p>96.4.2 "Alstom Fleet" means the fleet of "Class 720" rolling stock units manufactured by Bombardier Transportation UK Limited.</p>
Environment and Sustainability	<p>8.2.4.3</p> <p>Dynamic Power Changeover (EC4T to diesel)</p>	<p>97. Dynamic Power Changeover</p> <p>97.1 The Operator shall:</p> <p>97.1.1 implement a [REDACTED¹⁰²]on the Class 755 fleet; and</p>

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¹⁰⁰ 8 February 2022 (Date of Redactions Approval) - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

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	on Stadler 755s)	<p>97.1.2 fully and effectively cooperate with Network Rail and other industry bodies such as RSSB to ensure that appropriate and applicable standards are met, all relevant risk assessments are completed prior to implementation and all consents required are granted.</p> <p>97.2 The Operator shall carry out its obligations in paragraph 97.1 by no later than [REDACTED¹⁰³].</p> <p>97.3 The Operator shall provide the Secretary of State with an interim update of progress made by the Operator in complying with its obligations in paragraphs 97.1 and 97.2 by [REDACTED¹⁰⁴].</p> <p>97.4 For the purposes of this Business Plan Commitment, [REDACTED¹⁰⁵] means a system to reduce diesel usage on the Class 755 Fleet by allowing the train power supply to transition from EC4T to diesel (or vice versa) whilst on the move.</p>
Environment and Sustainability	8.2.4.4 Investigate feasibility of Shore Supply for 755s at Norwich Crown Point Depot	<p>98. Investigate Feasibility of Shore Supply for Class 755s at Norwich Crown Point Depot</p> <p>98.1 The Operator shall:</p> <p>98.1.1 undertake a Shore Supplies Feasibility Study in relation to the servicing and maintenance of Class 755 rolling stock units at Norwich Crown Point Depot; and</p> <p>98.1.2 prepare and share a business case based on the outputs of the Shore Supplies Feasibility Study with the Secretary of State as soon as reasonably practicable following its completion and in any event by no later than [REDACTED¹⁰⁶]</p>

¹⁰³ 8 February 2022 (Date of Redactions Approval) - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

¹⁰⁴ 8 February 2022 (Date of Redactions Approval) - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

¹⁰⁵ 8 February 2022 (Date of Redactions Approval) - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

¹⁰⁶ 8 February 2022 (Date of Redactions Approval) - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

		<p>98.2 For the purposes of this Business Plan Commitment, "Shore Supplies Feasibility Study" means a study to be carried out by the Operator in order to ascertain the feasibility of installing shore supplies designed to enable power to be supplied to rolling stock whilst at a depot or under servicing for the purposes of reducing diesel consumption, noise and diesel exhaust emissions.</p> <p>98.3 This obligation is to be delivered in the first Contract Year and accordingly, the Operator shall ensure that costs to be included in the Cost Budget in relation to such obligations in the first Contract Year do not exceed [REDACTED¹⁰⁷] and the Operator shall not be permitted to incur expenditure in excess of such amount.</p>
<p>Environment and Sustainability</p>	<p>8.5.1 Investigate use of EcoClean fuel additive</p>	<p>99. Investigate Use of EcoClean Fuel Additive</p> <p>99.1 The Operator shall, following agreement in principle from Stadler Rail Service UK Limited ("Stadler") and Rock Rail Holdings Limited ("Rock") which the Operator shall use all reasonable endeavours to obtain, in relation to the preparation of the Ecoclean Feasibility Study:</p> <p style="padding-left: 40px;">99.1.1 undertake an Ecoclean Feasibility Study; and</p> <p style="padding-left: 40px;">99.1.2 share details, outputs and recommendations of the Ecoclean Feasibility Study with the Secretary of State as soon as reasonably practicable following its completion.</p> <p>99.2 The Operator shall carry out its obligations in paragraph 99.1 by no later than [REDACTED¹⁰⁸]</p> <p>99.3 The Ecoclean Feasibility Study is to be carried out in the second Contract Year and accordingly, the Operator shall ensure that costs to be included in the Cost Budget in relation to such obligations in the second Contract Year do not exceed [REDACTED¹⁰⁹] and the Operator shall not be permitted to incur expenditure in excess of such amount.</p> <p>99.4 For the purposes of this Business Plan Commitment, "Ecoclean Feasibility Study" means a study to be carried out:</p>

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¹⁰⁹ 8 February 2022 (Date of Redactions Approval) - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

		<p>99.4.1 by the Operator in conjunction with Stadler and Rock; and</p> <p>99.4.2 in order to understand the use of an Ecoclean fuel additive and its associated benefits, costs and risks on Class 755 rolling stock.</p>
Environment and Sustainability	3.9.3 Supplier Contribution	<p>100. Supplier Contribution</p> <p>100.1 During each Contract Year, the Operator shall work with key suppliers and fleet maintainers in order to:</p> <p>100.1.1 identify their contributions to be included within the Business Plan KPIs;</p> <p>100.1.2 address environmental and sustainability issues in connection to the Operator's performance of this Contract; and</p> <p>100.1.3 progress the Operator's targets where applicable.</p> <p>100.2 Every twelve (12) months, aligned with the annual Business Plan process in paragraph 3 (Annual Business Plan Process) of Chapter 7.7 (Business Plan), the Operator shall produce and provide a report to the Secretary of State which details the steps it has taken to comply with its obligations in paragraph 100.1 and the future actions it proposes to take and any such proposed actions shall be implemented by the Operator.</p>
FLEET REPLACEMENT PROGRAMME		

101. **Fleet Replacement Programme – Design and Planning of Platform Extension Works**

101.1 The Operator shall, in connection with the introduction of the new Class 720, 745 and 755 rolling stock fleets by no later than [REDACTED¹¹⁰] have completed and delivered to the Secretary of State a feasibility study equivalent to GRIP stage 2 detailing the viability of platform extensions at platforms 2, 3 and 4 at Northumberland Park station.

102. **Fleet Replacement Programme – Design and Planning of Depot Works**

102.1 The Operator shall, in connection with the introduction of the new Class 720, 745 and 755 rolling stock fleets:

102.1.1 by no later than [REDACTED¹¹¹] complete the development and detailed design works equivalent to GRIP stage 4 and award the relevant works contract(s) for the lengthening of existing sidings and construction of new sidings and the procurement and installation of a new fatality wash facility at Ilford depot; and

102.1.2 by no later than [REDACTED¹¹²] complete the outline design work equivalent to GRIP stage 4 in relation to the extension of the bypass line at Norwich Crown Point depot.

103. **Fleet Replacement Programme – Design and Planning of Infrastructure Works**

103.1 The Operator shall, in connection with the introduction of the new Class 720, 745 and 755 rolling stock fleets:

103.1.1 complete the development and detailed design works to the equivalent of GRIP stage 3 and award the relevant works contracts for the installation of controlled emission toilet equipment and sanding equipment at stabling yards/ maintenance depots at:

103.1.1.1 Southend Victoria by no later than [REDACTED¹¹³]

103.1.1.2 Orient Way (Leyton) by no later than [REDACTED¹¹⁴] and

103.1.1.3 Clacton and Colchester by no later than [REDACTED¹¹⁵].

103.1.2 by no later than [REDACTED¹¹⁶] award the contract for the detailed design and construction of a wheel lathe building and installation of a wheel lathe at Clacton depot, such contract to be on terms that will enable the wheel lathe to be brought into service by no later than [REDACTED¹¹⁷]

CAPITAL WORKS BUSINESS PLAN COMMITMENTS

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104. **FRP Infrastructure Improvements – Platform Extension Works**

104.1 The Operator shall ensure that the Platform Extension Works are undertaken in accordance with:

104.1.1 the applicable PEW Specification;

104.1.2 the applicable PEW Delivery Programme such that by no later than [REDACTED¹¹⁸]the Operator shall have completed all Platform Extension Works; and

104.1.3 the applicable PEW Contract Terms.

104.2 The Operator agrees that:

104.2.1 the amount included in the Capital Works Anticipated Cost in respect of the Platform Extension Works is [REDACTED¹¹⁹]

104.2.2 the amount included in the Capital Works Agreed Contingency in respect of the Platform Extension Works is [REDACTED¹²⁰]and

104.2.3 paragraph 7 (*Capital Works*) of Chapter 7.8 (*Fleet Replacement Programme and Capital Works Programme*) of this Contract shall apply to this Capital Works Business Plan Commitment.

104.3 For the purposes of this Capital Works Business Plan Commitment:

104.3.1 **“PEW Specification”** means the detailed specification for the relevant Platform Extension Works as agreed between the parties and identified in the Platform Extension Works Pack;

104.3.2 **“PEW Delivery Programme”** means the agreed programme for delivery of the Platform Extension Works as agreed between the parties and identified in the Platform Extension Works Pack;

104.3.3 **“PEW Contract Terms”** means the contract terms (between the Operator and relevant works contractor pursuant to which that works contractor is contracted to deliver the relevant Platform Extension Works to the applicable PEW Specification) as approved by the Secretary of State and identified in the Platform Extension Works Pack;

104.3.4 **“Platform Extension Works Pack”** means the pack of information, as appended to the Business Plan, referencing all applicable drawings, designs, programmes and contract terms applicable to each of the work packages comprised within the Platform Extension Works; and

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104.3.5 **“Platform Extension Works”** means platform extensions (and related works) at Cambridge, Ware, Stratford Regional, Broxbourne and Hertford East stations which is required to facilitate the introduction of the new Class 720, 745 and 755 rolling stock fleets and which are as further identified in the Platform Extension and Related Works Pack.

105. **FRP Infrastructure Improvements – FRP Infrastructure Works**

105.1 The Operator shall ensure that the FRP Infrastructure Works are undertaken in accordance with:

105.1.1 the applicable FRP Infrastructure Works Specification;

105.1.2 the applicable FRP Infrastructure Works Delivery Programme such that by no later than [REDACTED¹²¹] the Operator shall have completed all FRP Infrastructure Works; and

105.1.3 the applicable FRP Infrastructure Works Contract Terms.

105.2 The Operator agrees that:

105.2.1 the amount included in the Capital Works Anticipated Cost in respect of the FRP Infrastructure Works is [REDACTED¹²²]

105.2.2 the amount included in the Capital Works Agreed Contingency in respect of the FRP Infrastructure Works is [REDACTED¹²³] and

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¹²⁰ 8 February 2022 (Date of Redactions Approval) - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

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¹²² 8 February 2022 (Date of Redactions Approval) - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

¹²³ 8 February 2022 (Date of Redactions Approval) - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

105.2.3 paragraph 7 (*Capital Works*) of Chapter 7.8 (*Fleet Replacement Programme and Capital Works Programme*) of this Contract shall apply to this Capital Works Business Plan Commitment.

105.3 For the purposes of this Capital Works Business Plan Commitment:

105.3.1 **“FRP Infrastructure Works”** means:

105.3.1.1 the installation of: (i) stop-car markers; (ii) power change-over boards; and (iii) differential speed signs;

105.3.1.2 traction power upgrades at Northumberland Park sub-station;

105.3.1.3 the installation of an automated vehicle inspection system at Southend depot;

105.3.1.4 the upgrade of level crossing (through the installation of red light safety cameras) at 13 locations across the Routes;

105.3.1.5 the installation of new carriage wash machines at Colchester and Ilford depots; and

105.3.1.6 construction of new walkways and ‘hop-ups’ at depots/ stabling yards at Norwich, Harwich Parkstone and Ipswich;

which are required to facilitate the introduction of the new Class 720, 745 and 755 rolling stock fleets and which are as further identified in the FRP Infrastructure Works Pack;

105.3.2 **“FRP Infrastructure Works Pack”** means the pack of information, as appended to the Business Plan, referencing all applicable drawings, designs, programmes and contract terms applicable to each of the work packages comprised within the FRP Infrastructure Works;

105.3.3 **“FRP Infrastructure Works Specification”** means the detailed specification for the relevant FRP Infrastructure Works as agreed between the parties and identified in the FRP Infrastructure Works Pack;

105.3.4 **“FRP Infrastructure Works Delivery Programme”** means the agreed programme for delivery of the relevant FRP Infrastructure Works as agreed between the parties and identified in the FRP Infrastructure Works Pack; and

105.3.5 **“FRP Infrastructure Works Contract Terms”** means the contract terms (between the Operator and relevant works contractor pursuant to which that works contractor is contracted to deliver the relevant FRP Infrastructure Works to the relevant FRP Infrastructure Works Specification) as approved by the Secretary of State and identified in the FRP Infrastructure Works Pack.

106. **FRP Infrastructure Improvements – Depot Works**

106.1 The Operator shall ensure that the Depot Works are undertaken in accordance with:

106.1.1 the applicable Depot Works Specification;

106.1.2 the applicable Depot Works Delivery Programme such that by no later than [REDACTED¹²⁴] the Operator shall have completed all Depot Works; and

106.1.3 the applicable Depot Works Contract Terms.

106.2 The Operator agrees that:

106.2.1 the amount included in the Capital Works Anticipated Cost in respect of the Depot Works is [REDACTED¹²⁵]

106.2.2 the amount included in the Capital Works Agreed Contingency in respect of the Depot Works is [REDACTED¹²⁶] and

106.2.3 paragraph 7 (*Capital Works*) of Chapter 7.8 (*Fleet Replacement Programme and Capital Works Programme*) of this Contract shall apply to this Capital Works Business Plan Commitment.

106.3 For the purposes of this Capital Works Business Plan Commitment:

106.3.1 **“Depot Works”** means:

106.3.1.1 the construction of roof and saloon gantries and Ilford depot

106.3.1.2 the installation of controlled emission toilet equipment and sanding equipment at Ilford depot; and

106.3.1.3 the installation of the CALM fuel delivery system at Norwich Crown Point depot;

which are required to facilitate the introduction of the new Class 720, 745 and 755 rolling stock fleets and which are as further identified in the Depot Works Pack;

106.3.2 **“Depot Works Pack”** means the pack of information, as appended to the Business Plan, referencing all applicable drawings, designs, programmes and contract terms applicable to each of the work packages comprised within the Depot Works;

- 106.3.3 **“Depot Works Specification”** means the detailed specification for the relevant Depot Works as agreed between the parties and identified in the Depot Works Pack;
- 106.3.4 **“Depot Works Delivery Programme”** means the agreed programme for delivery of the relevant Depot Works as agreed between the parties and identified in the Depot Works Pack;
- 106.3.5 **“Depot Works Contract Terms”** means the contract terms (between the Operator and relevant works contractor pursuant to which that works contractor is contracted to deliver the relevant Depot Works to the applicable Depot Works Specification) as approved by the Secretary of State and identified in the Depot Works Pack.

107. FRP Infrastructure Improvements – Colchester Fuelling Facility

107.1 The Operator shall ensure that the Fuelling Facility Works are undertaken in accordance with:

107.1.1 the applicable Fuelling Facility Works Specification;

107.1.2 the applicable Fuelling Facility Works Delivery Programme such that by no later than [REDACTED¹²⁷] the Operator shall have completed all Fuelling Facility Works; and

107.1.3 the applicable Fuelling Facility Works Contract Terms.

107.2 The Operator agrees that:

¹²⁴ 8 February 2022 (Date of Redactions Approval) - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

¹²⁵ 8 February 2022 (Date of Redactions Approval) - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

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¹²⁷ 8 February 2022 (Date of Redactions Approval) - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

107.2.1	the amount included in the Capital Works Anticipated Cost in respect of the Fuelling Facility Works is [REDACTED ¹²⁸]
107.2.2	the amount included in the Capital Works Agreed Contingency in respect of the Fuelling Facility Works is [REDACTED ¹²⁹]and
107.2.3	paragraph 7 (<i>Capital Works</i>) of Chapter 7.8 (<i>Fleet Replacement Programme and Capital Works Programme</i>) of this Contract shall apply to this Capital Works Business Plan Commitment.
107.3	For the purposes of this Capital Works Business Plan Commitment:
107.3.1	"Fuelling Facility Works" means the installation of a fuelling facility at Colchester station and associated works to enable the use of the same;
107.3.2	"Fuelling Facility Works Pack" means the pack of information, as appended to the Business Plan, referencing all applicable drawings, designs, programmes and contract terms applicable to each of the work packages comprised within the Fuelling Facility Works;
107.3.3	"Fuelling Facility Works Specification" means the detailed specification for the Fuelling Facility Works as agreed between the parties and identified in the Fuelling Facility Works Pack;
107.3.4	"Fuelling Facility Works Delivery Programme" means the agreed programme for delivery of the Fuelling Facility Works as agreed between the parties and identified in the Fuelling Facility Works Pack;
107.3.5	"Fuelling Facility Works Contract Terms" means the contract terms (between the Operator and relevant works contractor pursuant to which that works contractor is contracted to deliver the relevant Fuelling Facility Works to the applicable Fuelling Facility Works Specification) as approved by the Secretary of State and identified in the Fuelling Facility Works Pack.
108.	FRP Infrastructure Works – Signal Relocation Works
108.1	The Operator shall ensure that the Signal Relocation Works are undertaken in accordance with:
108.1.1	the applicable Signal Relocation Works Specification;

¹²⁸ 8 February 2022 (Date of Redactions Approval) - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

¹²⁹ 8 February 2022 (Date of Redactions Approval) - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

108.1.2	the applicable Signal Relocation Works Delivery Programme such that by no later than [REDACTED ¹³⁰]the Operator shall have completed all Signal Relocation Works; and
108.1.3	the applicable Signal Relocation Works Contract Terms.
108.2	The Operator agrees that:
108.2.1	upon completion of the Signal Relocation Works all works and assets which have been undertaken, made or constructed as part of the Signal Relocation Works shall be Primary Assets;
108.2.2	the amount included in the Capital Works Anticipated Cost in respect of the Signal Relocation Works is [REDACTED ¹³¹]
108.2.3	the amount included in the Capital Works Agreed Contingency in respect of the Signal Relocation Works is [REDACTED ¹³²]and
108.2.4	paragraph 7 (<i>Capital Works</i>) of Chapter 7.8 (<i>Fleet Replacement Programme and Capital Works Programme</i>) of this Contract shall apply to this Capital Works Business Plan Commitment.
108.3	For the purposes of this Capital Works Business Plan Commitment:
108.3.1	"Signal Relocation Works Specification" means the detailed specification for the relevant Signal Relocation Works as agreed between the parties and identified in the Signal Relocation Works Pack;
108.3.2	"Signal Relocation Works Delivery Programme" means the agreed programme for delivery of the Signal Relocation Works as agreed between the parties and identified in the Signal Relocation Works Pack;

¹³⁰ 8 February 2022 (Date of Redactions Approval) - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

¹³¹ 8 February 2022 (Date of Redactions Approval) - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

¹³² 8 February 2022 (Date of Redactions Approval) - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

- 108.3.3 **“Signal Relocation Works Contract Terms”** means the contract terms (between the Operator and relevant works contractor pursuant to which that works contractor is contracted to deliver the relevant Signal Relocation Works to the applicable Signal Relocation Works Specification) as approved by the Secretary of State and identified in the Signal Relocation Works Pack;
- 108.3.4 **“Signal Relocation Works Pack”** means the pack of information, as appended to the Business Plan, referencing all applicable drawings, designs, programmes and contract terms applicable to each of the work packages comprised within the Signal Relocation Works;
- 108.3.5 **“Signal Relocation Works”** means the relocation of signals at Brimsdown, Enfield Lock and St Margarets stations required to facilitate the introduction of the new Class 720, 745 and 755 rolling stock fleets and which are as further identified in the Signal Relocation Works Pack.

CAPITAL WORKS ANTICIPATED COST, CONTINGENCY CAP AND CAPITAL WORKS AGREED CONTINGENCY

109. Capital Works Anticipated Cost, Capital Works Contingency Cap and Capital Works Agreed Contingency

109.1 The Parties agree that for the purposes of the Contract:

109.1.1 the total Capital Works Anticipated Cost is [REDACTED¹³³]

109.1.2 the total Capital Works Agreed Contingency is [REDACTED¹³⁴]and

109.1.3 the Capital Works Contingency Cap is [REDACTED¹³⁵]such cap on contingency being inclusive of the amount of the Capital Works Agreed Contingency.

¹³³ 8 February 2022 (Date of Redactions Approval) - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

¹³⁴ 8 February 2022 (Date of Redactions Approval) - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

¹³⁵ 8 February 2022 (Date of Redactions Approval) - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

DEROGATIONS (WAIVERS) - POST CONTRACT SIGNATURE DATE