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Dated

01 July 2022

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

# **FINAL BUSINESS PLAN**

## **Collation of Business Plan Commitments**

East Anglia

Business Plan Commitments 2022 - 2023

## Annex 1 to the 2022/23 Annual 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.

Please note that for the GA ABP submission for 2022/23, the Annex below includes both previously agreed BPCs under the National Rail Contract and new proposed BPCs for the 2022/23 ABP. Some previously agreed BPCs have now moved under different headings / sections within the 2022/23 ABP (for example BPCs previously in the Customer Chapter regarding accessibility, are now under the Accessibility Chapter). However, these BPCs have not been moved in the annex below to ensure traceability back to the NRC agreed BPCs.

Business Plan Component	Ref.	Business Plan Commitment
<b>LEADERSHIP, MANAGEMENT AND RESOURCING PLAN</b>		
Leadership, Management and Resourcing	2.2.1.3	<p>1. <b>Investors in People Accreditation</b></p> <p>1.1 Throughout the Contract Term the Operator shall:</p> <p>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>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, “<b>Investors in People Accreditations</b>” means the standard for People Management as awarded by the Investors in People organisation.</p>
Leadership, Management and Resourcing	2.2.1.6	<p>2. <b>Cyber Assessment Framework</b></p> <p>2.1 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 security breaches and which captures the mitigation plans that are being put in</p>

Business Plan Component	Ref.	Business Plan Commitment
		<p>place to manage those risks and meet the requirements set out within the Network and Information Systems Regulations 2018.</p> <p>2.2 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>2.3 For the purposes of this Business Plan Commitment:</p> <p>2.3.1 <b>“Cyber Compliance Team”</b> means the team responsible for carrying out the roles and responsibilities of the Competent Authority (as designated under and for the purposes of the Network and Information Systems Regulations 2018) on behalf of the Secretary of State for Transport;</p> <p>2.3.2 <b>“Cyber Assessment Framework”</b> means a document in respect of cyber security, highlighting key systems at risk with reference to the Network and Information Systems Regulations 2018; and</p> <p>2.3.3 <b>“Improvement Plan”</b> means an agreement between GA and Secretary of State "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>3. <b>Data Sharing and Open Data Champion</b></p> <p>3.1 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>3.1.1 share relevant data with the Secretary of State, Network Rail, and other rail delivery bodies to support cross-industry strategies and plans;</p>

Business Plan Component	Ref.	Business Plan Commitment
		<p>3.1.2 participate in the development of industry-level data systems by providing jointly agreed data to relevant and agreed rail industry third parties; and</p> <p>3.1.3 make use of industry-wide data and technology standards, to support cross-industry data integration,</p> <p>in each case, as directed by the Secretary of State.</p> <p>3.2 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>3.3 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>3.4 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>3.5 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>3.6 For the purposes of this Business Plan Commitment:</p> <p>3.6.1 <b>“Data Steering Committee”</b> 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>3.6.2 <b>“Open Data Champion”</b> 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>

Business Plan Component	Ref.	Business Plan Commitment
Leadership, Management and Resourcing	2.2.2.4	<p>4. <b>Prioritise the Redeployment of Staff</b></p> <p>4.1 4.1 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 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>4.2 For the purposes of this Business Plan Commitment, “<b>Secretary of State’s Recruitment Guidelines</b>” means the Secretary of State for Transport Recruitment Guidelines issued to the Operator, as amended from time to time.</p>
Leadership, Management and Resourcing	2.2.3.1	<p>5. <b>Sustainable Procurement Strategy and Contract Review</b></p> <p>5.1 By no later than 31 March 2022, the Operator shall:</p> <p>5.1.1 develop a reasonable and appropriate plan to achieving a sustainable procurement strategy; and</p> <p>5.1.2 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>5.2 The Operator shall, on an annual basis by [REDACTED<sup>1</sup>] in each Contract Year, review its contracts that have an individual value over such contract’s term of [REDACTED<sup>2</sup>] 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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Business Plan Component	Ref.	Business Plan Commitment
		<p>5.3 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 5.2 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>5.4 The Operator shall on a quarterly basis provide a progress update on its delivery of the obligations in this paragraph 5 and provide full details to the Secretary of State of the outcome of each contract review carried out in accordance with paragraphs 5.2 and 5.3, which shall include :</p> <p>5.4.1 the money saved if any change is made; and</p> <p>5.4.2 the benefits of the option chosen over any cheaper alternatives.</p>
Leadership, Management and Resourcing	3.3.2.1	<p>6. <b>Procurement</b></p> <p>6.1 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>7. <b>Maintaining Quality Management systems and accreditations</b></p> <p>7.1 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>7.2 Should any continued accreditation referred to in paragraph 7.1 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>8. <b>Customer Experience Maturity Model</b></p> <p>8.1 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.</p>
2022-23 ABP Submission Leadership, Management and Resourcing		<p>9. <b>Third Party Funding</b></p> <p>9.1 The Operator shall work in partnership with Network Rail, other industry partners, wider stakeholders and the Secretary of State to identify and target potential third party funding sources.</p> <p>9.2 The Operator shall, by no later than 31 May 2022, and by no later than 31 May in each subsequent Contract Year, submit a report to the Secretary of State which includes:</p> <p>9.2.1 a review of the measures taken by the Operator, in accordance with its obligation under paragraph 9.1, to identify and target potential third party funding sources;</p> <p>9.2.2 a complete list of potential third party funding sources identified, and any action taken to secure funding from the sources identified.</p>
2022-23 ABP Submission Leadership, Management and Resourcing		<p>10. <b>Customer-facing training</b></p> <p>10.1 The Operator shall ensure that, where applicable to their role, Business Employees receive appropriate training and/or development modules, including Accessibility.</p>
2022-23 ABP Submission Leadership, Management and Resourcing	T	<p>11. <b>Implementing the Safeguarding for Rail Scheme and appointing a Safeguarding and trespass prevention lead</b></p> <p>11.1 The Operator shall:</p> <p>11.1.1 collaborate with industry partners to adopt and embed the Safeguarding on Rail scheme. This will be delivered by appointing a dedicated safeguarding and trespass prevention lead and work towards becoming accredited. The safeguarding and trespass prevention lead will be responsible for the design and implementation of the strategy that enables the operator to gain and maintain accreditation to the safeguarding for rail scheme. The role will also be the point of contact to collaborate with external agencies and stakeholders to reduce suicides on the network as well as lead on other industry schemes such as, but not limited to, rough sleeping on rail / sexual offences</p>

		<p>on rail working group. The benefits of this initiative will reinforce the importance of safeguarding including the different strands of vulnerability and create a safe environment and culture to encourage those who are subject to sexual offences or unwanted sexual behaviour to report occurrences to staff, offering a place of safety to those who report; and</p> <p>11.1.2 appoint the safeguarding and trespass prevention lead by no later than [REDACTED<sup>3</sup>].</p>
2022-23 ABP Submission Leadership, Management and Resourcing	TBC	<p>12. <b>Develop and agree data sharing agreement with the BTP</b></p> <p>12.1 The Operator shall collaborate with the British Transport Police and other stakeholders to develop and agree a data sharing agreement with the aim of sharing intelligence between both organisations for the purpose of crime prevention, protect vulnerable adults and children by no later than [REDACTED<sup>4</sup>].</p>
2022-23 ABP Submission Leadership, Management and Resourcing	TBC	<p>13. <b>Installation of Suicide and Trespass end of platform mitigations along the WA mainline</b></p> <p>13.1 The Operator shall, by no later than 30 May 2022, target harden fourteen stations along the west Anglia Mainline by installing end of platform trespass mitigations at the following Stations:</p> <ul style="list-style-type: none"> <li>13.1.1 Ely</li> <li>13.1.2 Cambridge</li> <li>13.1.3 Shelford</li> <li>13.1.4 Whittlesford Parkway</li> <li>13.1.5 Great Chesterford</li> <li>13.1.6 Audley End</li> <li>13.1.7 Newport</li> </ul>

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		<p>13.1.8 Elsenham</p> <p>13.1.9 Stansted Mountfitchet</p> <p>13.1.10 Bishops Stortford</p> <p>13.1.11 Sawbridgeworth</p> <p>13.1.12 Harlow Mill</p> <p>13.1.13 Harlow Town</p> <p>13.1.14 Roydon</p> <p>13.2 The installation will be in line with specification NR/L2/CIV/003.</p>
2022-23 ABP Submission Leadership, Management and Resourcing		<p>14. <b>Provision of additional Body Worn cameras and their mandatory use</b></p> <p>14.1 The Operator shall, by no later than [REDACTED<sup>5</sup>], use all reasonable endeavours to ensure body worn cameras are utilised as a compulsory mitigation measure to reduce the likelihood of assault, provide better intelligence to the British Transport Police.</p> <p>14.2 The Operator shall, by no later than [REDACTED<sup>6</sup>], provide a body worn cameras to each Business Employee in a customer facing who is on duty (excluding drivers).</p>
2022-23 ABP Submission Leadership, Management and Resourcing		<p>15. <b>Providing dedicated CCTV link to BTP</b></p> <p>15.1 The Operator shall, by no later than 30 June 2022, facilitate access to its station CCTV system to the British Transport Police by providing a secure connection for the purpose of live viewing and replay for investigation management.</p>

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<p>2022-23 ABP Submission Leadership, Management and Resourcing</p>		<p>16. <b>Extension of the provision of Automated External Defibrillators</b></p> <p>16.1 The Operator shall, by no later than 30 May 2022:</p> <p>16.1.1 purchase an additional eleven automated external defibrillators (<b>AEDs</b>); and</p> <p>16.1.2 make the AEDs available / install the AEDs across additional stations.</p>
<b>PEOPLE PLAN</b>		
<p>People Plan</p>	<p>3.2.1</p>	<p>17. <b>Structured strategic organisation planning process</b></p> <p>17.1 In recognition of the fact that the structured strategic organisation planning process will be an important aspect of the annual budgeting exercise, each Contract Year the Operator shall conduct a holistic structured review of each business area to ensure it can deliver the Business Plan.</p> <p>17.2 The process will incorporate an established organisational design analysis methodology (for example, McKinsey's 7S model), enabling the Operator to identify opportunities to improve the effectiveness and efficiency of the overall employment framework in a consistent manner.</p> <p>17.3 The Operator shall collaborate with industry partners where it is identified that a cross-industry approach will yield optimal results.</p> <p>17.4 The Operator shall provide such further information as the Secretary of State may require.</p> <p>17.5 Whilst the activity will be held annually to enable actions to flow through the annual Business Planning process, with the structure and data in place, reviews can be instigated on an ad hoc basis to respond to one off activities.</p> <p>17.6 Outputs will be discussed and agreed between the Parties through the Business Planning process. 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>

		<p>17.7 The Operator shall, by no later than [REDACTED<sup>7</sup>], carry out a review of the Asset Management organisation structure, which shall be led by a director of the Operator.</p> <p>17.8 The Operator shall, by no later than 30 days after the completion of the review, submit a report to the Secretary of State.</p> <p>17.8.1 reviews the number and cost of contingent labour in order to efficiently deliver the required maintenance.</p>
People Plan	3.2.1.3	<p><b>18. Engineering Organisation - Fit for the Future</b></p> <p>18.1 At all times during the Contract Term, the Operator shall, within the timescales directed by the Secretary of State, reorganise its engineering division in order to appropriately and properly resource the management of outsourced maintenance of relevant parts of the Train Fleet in the context of the fact that when delivery of the Train Fleet being delivered by Bombardier Transportation UK Limited and Stadler Rail Service UK Limited is completed, all maintenance of the Train Fleet will, following withdrawal of the Legacy Fleet, be undertaken on an outsourced basis under train services agreements.</p> <p>18.2 The Operator shall effectively, efficiently and properly manage any and all transfers of Business Employees consequent upon the outsourcing of maintenance operations in relation to the Train Fleet including by doing so in accordance with the provisions of TUPE.</p> <p>18.3 The Operator shall carry out its obligations under this Business Plan Commitment by no later than any date reasonably specified by the Secretary of State.</p> <p>18.4 The Operator shall ensure that costs to be included in the Cost Budget in relation to such obligations:</p> <p>18.4.1 in the first Contract Year do not exceed [REDACTED<sup>8</sup>]; and</p> <p>18.4.2 in the second Contract Year do not exceed [REDACTED<sup>9</sup>],</p>

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		<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. Costs to be incurred by the Operator pursuant to this Business Plan Commitment shall only be permitted to be redundancy costs.</p> <p>18.5 For the purposes of this Business Plan Commitment, “<b>Legacy Fleet</b>” means all rolling stock units in the Train Fleet except Class 720, Class 745 and Class 755.</p>
<p>People Plan</p>	<p>3.2.3.4</p>	<p>19. <b>Shunters Accommodation Improvements – Norwich Crown Point (NCP) and Orient Way (OW)</b></p> <p>19.1 Subject to agreed funding arrangements being put in place and in accordance with the Operator’s D&amp;I Strategy, the Operator shall modernise its depot facilities at Norwich Crown Point Depot (“<b>NCP</b>”) and Orient Way Depot (“<b>OW</b>”) including by:</p> <p>19.1.1 building separate welfare facilities for female employees at NCP;</p> <p>19.1.2 making welfare facilities more inclusive and accessible for disabled employees at OW; and</p> <p>19.1.3 creating an environment at NCP and OW which will attract and retain a more diverse workforce.</p> <p>19.2 The Operator shall ensure that costs to be included in the Cost Budget in relation to such obligations:</p> <p>19.2.1 in the first Contract Year do not exceed <b>[REDACTED<sup>10</sup>]</b>; and</p> <p>19.2.2 in the second Contract Year do not exceed <b>[REDACTED<sup>11</sup>]</b></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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<p>People Plan</p>	<p>3.2.3.9</p>	<p><b>20. Diversity and Inclusion Strategy</b></p> <p>20.1 By no later than [REDACTED<sup>12</sup>], the Operator shall deliver the activities contained in its D&amp;I Strategy – 2022 Action Plan including, but not limited to:</p> <ul style="list-style-type: none"> <li>20.1.1 commence building a database of Workforce Diversity Data;</li> <li>20.1.2 complete a foundation assessment to enable the Operator to work towards an "inclusive employer" accreditation;</li> <li>20.1.3 increasing awareness of D&amp;I through the Operator's communications to its workforce;</li> <li>20.1.4 the establishment of a D&amp;I committee;</li> <li>20.1.5 reviewing current recruitment and retention processes;</li> <li>20.1.6 commence training to people managers on inclusive recruitment strategies;</li> <li>20.1.7 designing D&amp;I training plans for the workforce;</li> <li>20.1.8 continue to support staff physical and mental wellbeing; and</li> <li>20.1.9 designing and implementing diversity impact assessments.</li> </ul> <p>20.2 By 31 March 2022 and [REDACTED<sup>13</sup>] in each subsequent Contract Year, the Operator shall deliver its proposals for delivering updated outputs connected to its D&amp;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> <p>20.3 The Operator shall ensure that costs to be included in the Cost Budget in relation to such obligations:</p>
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		<p>20.3.1 in the first Contract Year do not exceed [REDACTED<sup>14</sup>];</p> <p>20.3.2 in the second Contract Year do not exceed [REDACTED<sup>15</sup>];</p> <p>20.3.3 in the third Contract Year do not exceed [REDACTED<sup>16</sup>];</p> <p>20.3.4 in the fourth Contract Year do not exceed [REDACTED<sup>17</sup>]</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	3.2.2.3	<p><b>21. Maximising Apprenticeships</b></p> <p>21.1 During each Contract Year, the Operator shall undertake an organisation planning process 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 the Operator has a plan in place that identifies how it will work towards 2.5% of Business Employees being apprentices in each Contract Year.</p> <p>21.2 The Secretary of State shall approve or amend in the context of the findings of the organisation planning process a level of apprenticeship roles in the Operator’s business which the Operator shall commit to deliver during the relevant Contract Year.</p> <p>21.3 The Operator shall fund its apprenticeship obligations from the Abellio Digital Account. 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</p>

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		<p>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>21.4 For the purposes of this Business Plan Commitment "<b>Abellio Digital Account</b>" means the combined annual apprenticeship levy paid to the government by Abellio Group and its subsidiary businesses.</p>
People Plan	3.4.2	<p>22. <b>Absence Management</b></p> <p>22.1 During each Contract Year, the Operator shall:</p> <p>22.1.1 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 "<b>Annual Sickness Absence</b>"); and</p> <p>22.1.2 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.</p>
2022-23 ABP Submission  People		<p>23. <b>D&amp;I Depot Accommodation</b></p> <p>23.1 The Operator shall, during the relevant Contract Year, undertake a review of the Business Employee accommodation at all Depots with a focus on creating an inclusive working environment by improving facilities within Depots that help to attract and retain a diverse and inclusive workforce.</p> <p>23.2 The Operator shall, by no later than 8 April 2023 submit a report to the Secretary of State on its proposals to improve the Business Employees accommodation in respect of diversity and inclusion, including:</p> <p>23.2.1 the Operator's findings and recommendations from its review at paragraph 23.1;</p> <p>23.2.2 a proposed list of works required; and</p> <p>23.2.3 a detailed assessment of costs in relation to the recommendations and works at paragraphs 23.2.1 and 23.2.2.</p>

		<p>23.3 The Operator shall, prior to the implementation of any recommendation, obtain the written consent of the Secretary of State.</p> <p>23.4 The Operator shall, on a quarterly basis, provide the Secretary of State with progress reports, detailing the works being carried out and the estimated completion dates for the works.</p>
2022-23 ABP Submission  People		<p>24. <b>Connected Leaders Program</b></p> <p>24.1 The Operator shall nominate 1 senior leader for the Network Rail Connected Leaders Programme per year.</p>
		25. <b>NOT USED</b>
<b>COLLABORATION</b>		
<b>Collaboration</b>	<b>4.2.1.1 Network Rail Alliance</b>	<p>26. <b>Network Rail Alliance</b></p> <p>26.1 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>26.2 The Operator shall throughout the Contract Term fully and effectively cooperate with Network Rail as part of the Alliance Board in order to:</p> <ul style="list-style-type: none"> <li>26.2.1 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;</li> <li>26.2.2 continue to foster a collaborative culture within the Alliance Board;</li> <li>26.2.3 ensure that there are regular and frequent Alliance Board meetings with appropriate agendas;</li> <li>26.2.4 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</li> <li>26.2.5 jointly identify and implement industry efficiencies including for the purposes of optimising costs.</li> </ul>



		<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>26.3 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>26.3.1 setting reasonably appropriate common objectives and goals; and</p> <p>26.3.2 establishing regular and appropriately frequent meetings to discuss issues common to both the Operator and Network Rail.</p> <p>26.4 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>26.5 For the purposes of this Business Plan Commitment:</p> <p>26.5.1 <b>"Alliance Board"</b> 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>26.5.2 <b>"Secondment Programme"</b> has the meaning given to it in Business Plan Commitment 27.1.</p>
<p><b>Collaboration</b></p>	<p><b>4.2.1.1 NR Talent sharing</b></p>	<p>27. <b>Network Rail Talent Sharing</b></p> <p>27.1 The Operator shall fully and effectively cooperate with Network Rail to:</p> <p>27.1.1 undertake a Joint Talent and Secondment Review by no later than 31 March 2022 and <b>[REDACTED<sup>18</sup>]</b> in each Contract Year; and</p> <p>27.1.2 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>

<sup>18</sup> **11 August 2022 (Date of Redactions Approval) CR03361 - 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>27.1.2.1 contribute to delivery of priority initiatives identified by the Operator and Network Rail;</p> <p>27.1.2.2 increase organisational awareness of the other organisation at all levels within Network Rail and the Operator;</p> <p>27.1.2.3 improve knowledge sharing between the Operator and Network Rail; and</p> <p>27.1.2.4 assist in developing a collaborative culture between the Operator and Network Rail,</p> <p>27.1.3 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 "<b>Secondment Programme</b>").</p> <p>27.2 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>27.3 For the purposes of this Business Plan Commitment, "<b>Joint Talent and Secondment Review</b>" 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 27.1 above.</p>
<p><b>Collaboration</b></p>	<p><b>4.2.1.1 1) Track Worker Safety</b></p>	<p>28. <b>Track Worker Safety and Optimising Engineering Access</b></p> <p>28.1 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>28.1.1 reducing the number of hours track workers are carrying out their operations within a "red zone" such that these are eliminated by [REDACTED<sup>19</sup>]; and</p>

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		<p>28.1.2 adopting the Engineering Access Plan across all routes over which the Passenger Services operate by [REDACTED<sup>20</sup>].</p> <p>28.2 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>28.3 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 28.1 by 31 March 2022.</p> <p>28.4 For the purposes of this Business Plan Commitment, "<b>Engineering Access Plan</b>" means the Greater Anglia engineering access plan in force from time to time.</p>
<p><b>Collaboration</b></p>	<p><b>4.2.1.3 Engaging with Freight</b></p>	<p>29. <b>Engaging with Freight</b></p> <p>29.1 During the Contract Term, the Operator shall actively participate on at least an annual basis in the following industry forums:</p> <p>29.1.1 the Anglia Strategic Operations Group, Event Steering Group and the TOC/FOC Forum (among others);</p> <p>29.1.2 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>29.2 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>

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<p><b>Collaboration</b></p>	<p><b>4.2.1.4</b> <b>Fleet Maintainer Collaboration Workshops</b></p>	<p><b>30. Fleet Maintainer Collaboration Workshops</b></p> <p>30.1 The Operator shall work collaboratively with representatives from each of Bombardier Transportation UK Limited ("<b>Bombardier</b>") and Stadler Rail Service UK Limited ("<b>Stadler</b>") in order to agree:</p> <p>30.1.1 the precise scope of a collaboration workshop intended to:</p> <p>30.1.1.1 identify opportunities to deliver continual improvements in relevant rolling stock performance; and</p> <p>30.1.1.2 develop strategies which aim to increase the number of miles between technical incidents on routes over which the Passenger Services operate; and</p> <p>30.1.2 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>30.2 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 30.1 and any recommendations for action arising out of them. The Operator shall use all reasonable endeavours to implement such recommended actions as soon as reasonably practicable.</p>
<p><b>Collaboration</b></p>	<p><b>4.2.2.1</b> <b>One Team Liverpool Street Deep Dive</b></p>	<p><b>31. One Team Liverpool Street Deep Dive</b></p> <p>31.1 The Operator shall:</p> <p>31.1.1 produce and deliver the London Liverpool Street Plan to the Alliance Board by 30 April 2022; and</p> <p>31.1.2 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>31.2 For the purposes of this Business Plan Commitment:</p> <p>31.2.1 "<b>London Liverpool Street Plan</b>" means the detailed and comprehensive plan produced by the Operator:</p>

		<p>31.2.1.1 following a review of the Operator's current operations at the London Liverpool Street Station; and</p> <p>31.2.1.2 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> <ul style="list-style-type: none"> <li>(a) a review of the Operator's staff costs and qualifying expenditure charges;</li> <li>(b) measures to be taken to further integrate the Operator's team structure;</li> <li>(c) the introduction of blended roles and responsibilities between relevant organisations; and</li> <li>(d) the removal of any unnecessary or inappropriate duplication of any activities, functions or roles in order to realise efficiencies; and</li> </ul> <p>31.2.2 <b>"Alliance Board"</b> 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>
<b>Collaboration</b>	<b>4.2.2.1 Collaboration with TfL at Stratford</b>	<p>32. <b>Collaboration with TfL at Stratford Station</b></p> <p>32.1 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 <b>"Collaboration Group"</b>) 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>
<b>Collaboration</b>	<b>4.2.2.2 21st Century Operations</b>	<p>33. <b>21st Century Operations</b></p> <p>33.1 The Operator shall fully and effectively cooperate with Network Rail to:</p> <p>33.1.1 undertake a review of roles, operating processes and systems in the AICC; and</p>

		<p>33.1.2 prepare and issue a Recommendations Report on the AICC to the Alliance Board.</p> <p>33.2 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 31 May 2022.</p> <p>33.3 For the purposes of this Business Plan Commitment:</p> <p>33.3.1 <b>"AICC"</b> means the "Anglia Integrated Control Centre", located in the "Romford Rail Operations Centre";</p> <p>33.3.2 <b>"Recommendations Report"</b> 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>33.3.3 <b>"Alliance Board"</b> 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><b>Collaboration</b></p>	<p><b>4.2.2.4</b> <b>Aligning Engineering Access to Customer Demand</b></p>	<p><b>34. Aligning Engineering Access to Customer Demand</b></p> <p>34.1 In the context of the matters referred to in Business Plan Commitment 28 (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 <b>"Engineering Access Review"</b>). 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>34.2 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>34.3 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>

<p><b>Collaboration</b></p>	<p><b>4.2.2.6</b> <b>Joining Forces</b></p>	<p><b>35. Joining Forces Events</b></p> <p>35.1 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 ("<b>Joining Forces Events</b>").</p> <p>35.2 The Operator shall host, in each Contract Year, one Joining Forces Event in respect of each of the following strategy themes:</p> <p>35.2.1 people;</p> <p>35.2.2 train service operations;</p> <p>35.2.3 customer and communities; and</p> <p>35.2.4 environment and sustainability.</p>
<p><b>Collaboration</b></p>	<p>5.2.1.1 <b>Beaulieu Park Timetable</b></p> <p>5.2.1.1 <b>Cambridge South Timetable</b></p> <p>5.2.1.1 <b>Cambridge Access for East West Rail</b></p>	<p><b>36. New Infrastructure and New Stations</b></p> <p>36.1 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.</p>

<b>Collaboration</b>	EMR Service from Norwich to Liverpool	37. The Operator shall, by no later than [REDACTED <sup>21</sup> ], collaborate with EMR to produce an options study which assesses options for the use of Stadler stock could be utilised to provide part of EMR's Norwich to Liverpool service.
<b>TRAIN SERVICE OPERATIONS</b>		
Train Service Ops	5.2.1.3	<p>38. <b>Efficient and effective traincrew resourcing</b></p> <p>38.1 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> <p>38.2 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>38.3 For the purposes of this Business Plan Commitment, “<b>Train Crew Efficiency Report</b>” 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>39. <b>Efficient fleet cascade and rolling stock management and Stabling Capacity Plan</b></p> <p>39.1 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>39.2 For the purposes of this Business Plan Commitment:</p>

<sup>21</sup> **11 August 2022 (Date of Redactions Approval) CR03361 - 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>39.2.1 <b>“Live Cascade Plan”</b> 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> <p>39.2.2 <b>“Stabling Capacity Plan”</b> 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>40. <b>Train Inspection Regime</b></p> <p>40.1 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	5.2.3.4	<p>41. <b>Data from new trains</b></p> <p>41.1 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> <p>41.2 For the purposes of this Business Plan Commitment:</p> <p>41.2.1 <b>“Data Strategy”</b> 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>41.2.2 <b>“Use Cases”</b> 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>

<p>Train Ops</p>	<p>Service 5.2.3.2</p>	<p>42. <b>Working to reduce sub threshold delay</b></p> <p>42.1 The Operator shall fully and effectively cooperate with Network Rail in relation to the agreement, development, and implementation of a joint project:</p> <p>42.1.1 relating to the analysis of on train data in relation to sub threshold delay;</p> <p>42.1.2 using the Microsoft Power BI suite of business analytics tools; and</p> <p>42.1.3 with the intention of ascertaining and implementing joint measures to deliver performance improvement measures going forward.</p> <p>42.2 On a Quarterly basis, the Operator shall deliver to the Secretary of State a report:</p> <p>42.2.1 detailing the work undertaken through the joint project referred to in paragraph 42.1 during that Quarter;</p> <p>42.2.2 setting out relevant analysis as referred to in paragraph 42.1.1 above during that Quarter; and</p> <p>42.2.3 providing information as to any joint measures identified in accordance with paragraph 42.1.3 together with details of the progress made in implementing such joint measures.</p>
<p>Train Service Ops</p>	<p>5.2.3.3</p>	<p>43. <b>Seasonal Readiness Action Plans</b></p> <p>43.1 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 each relevant plan (a “<b>Seasonal Readiness Action Plan</b>”). 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.</p>
<p>Train Service Ops</p>	<p>4.2.1.4</p>	<p>44. <b>Optimising Train Fleet Operational Performance</b></p> <p>44.1 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</p>

		<p>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>44.2 For the purposes of this Business Plan Commitment, “<b>Legacy Fleet</b>” means all rolling stock units in the Train Fleet except Class 720, Class 745 and Class 755.</p>
Train Service Ops	5.2.3.1	<p>45. <b>Fleet Reformation Business Case</b></p> <p>45.1 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 [REDACTED<sup>22</sup>].</p> <p>45.2 The business case report shall be provided by the Operator to the Secretary of State by no later than [REDACTED<sup>23</sup>]. The Secretary of State shall have the right to require separate option reports in relation to specified parts of the relevant [REDACTED<sup>24</sup>]</p>
2022-23 ABP Submission  Train Service Ops		<p>46. <b>Unit and Traincrew Diagrams</b></p> <p>46.1 The Operator shall, prior to each Passenger Change Date, undertake a review of all diagrams to identify efficiencies that can be incorporated in future Timetables.</p> <p>46.2 The Operator shall, by no later than one Reporting Period before each Passenger Change Date, submit a report to the Secretary of State detailing any interventions made by the Operator to unit and/or traincrew diagrams to:</p> <p>46.2.1 improve efficiency;</p>

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		<p>46.2.2 reduce attaching and/or detaching; and</p> <p>46.2.3 reduce ECS mileage.</p>
<p>2022-23 ABP Submission</p> <p>Train Service Ops</p>		<p><b>47. Heavy Maintenance Programme</b></p> <p>47.1 The Operator shall work with Train Fleet manufacturers and maintainers to carry out ongoing monitoring of the condition of vehicles and key components that form part of the heavy maintenance regime.</p> <p>47.2 The Operator shall, by no later than [REDACTED<sup>25</sup>], submit a report to the Secretary of State that identifies the opportunities for improving the heavy maintenance programme.</p> <p>47.3 Subject to the inclusion of the relevant costs in the applicable Cost Budget, the Operator shall, by no later than [REDACTED<sup>26</sup>], implement any agreed actions for improving the heavy maintenance programme.</p>
<p>2022-23 ABP Submission</p> <p>Train Service Ops</p>		<p><b>48. Subleasing Over Capacity</b></p> <p>48.1 The Operator shall explore opportunities for subleasing any over-capacity that may exist in its new fleet, long-term. This may require Secretary of State support – both to understand the wider UK rolling stock strategy, and potentially to help influence/incentivise the other TOCs to play an active and willing part in the process.</p> <p>48.2 The Operator shall provide updates to Secretary of State through its periodic FRPOP forum on progress, until such time as the opportunities have been exhausted and it is agreed with Secretary of State that reporting shall stop. If successful, it will potentially result in a long-term cost saving.</p> <p>48.3 The success of this initiative will be dependent on appropriate support from Angel Trains, any potential recipient TOCs, Secretary of State, and any other relevant transport authority (such as Transport Scotland)]</p>

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Customer		
Customer	6.2.1.1/4  <b>Establish Customer Experience Board</b>	49. <b>Establishment of Customer Experience Board</b>  49.1     By no later than 31 December 2021, the Operator shall publish terms of reference approved by the Secretary of State for a customer experience board (the “ <b>Customer Experience Board</b> ”).  49.2     The Operator shall ensure that the Customer Experience Board:  49.2.1     is chaired by an appropriately senior member of the Operator's management team;  49.2.2     comprises members including:  49.2.2.1     senior Business Employees from all customer-impacting Secretary of States within the Operator's organisation; and  49.2.2.2     representatives from relevant external bodies including but not limited to Network Rail and Transport Focus to support industry collaboration;  49.2.3     meets virtually or in-person once in each Reporting Period, from 1 January 2022; and  49.2.4     has objectives that include:  49.2.4.1     ensuring that essential customer enhancements take place;  49.2.4.2     putting customer insight at the core of all business decisions; and  49.2.4.3     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.  49.3     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.
Customer	6.2.1.3  <b>‘As Good as New’ –</b>	50. <b>“As Good As New” Enhanced Cleaning for the New Train Fleet</b>  50.1     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.

	<p><b>Enhanced Cleaning</b></p>	<p>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 “<b>As Good As New Steering Group</b>”).</p> <p>50.2 The Operator shall ensure that the As Good As New Steering Group:</p> <p>50.2.1 comprises representatives of the persons responsible for planning, turnaround cleaning, in-journey litter picking, washing and controlled emission tanking; and</p> <p>50.2.2 will process map all the elements that contribute to ensuring trains are consistently cleared to a high standard; and</p> <p>50.2.3 has an objective of identifying efficiencies and enhancements that will further support delivery of the highest standards of cleanliness.</p> <p>50.3 The Operator shall ensure that the As Good As New Steering Group completes its process mapping initiative by no later than 31 March 2022. The As Good As New Steering Group shall review its work every six (6) months during the Contract Term and shall update such work when reasonably required.</p> <p>50.4 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>50.5 For the purposes of this Business Plan Commitment, “<b>Legacy Fleet</b>” means all rolling stock units in the Train Fleet except Class 720, Class 745 and Class 755.</p>
<p>Customer</p>	<p>6.2.1.8 <b>Accessibility Improvement Schemes</b></p>	<p>51. <b>Accessibility Improvement Plan</b></p> <p>51.1 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 “<b>Accessibility Improvement Plan</b>”).</p> <p>51.2 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</p>

		<p>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>51.3 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 to implement those parts of that plan as specified in a future business plan commitment.</p> <p>51.4 The Operator shall, by no later than [REDACTED<sup>27</sup>]:</p> <p>51.4.1 at Southend Victoria station:</p> <p>(i) install a Wide Aisle Gate (WAG) and relocate existing gates to improve accessibility to and from the station (easing congestion at the station); and</p> <p>(ii) bring all entrances/exits at the station up to current accessibility standards and install additional signage;</p> <p>51.4.2 install 100 information boards and signage to improve provision of accessibility information at unstaffed stations;</p> <p>51.4.3 Not used.</p> <p>51.4.4 undertake a design and review of accessibility requirements at Marks Tey station.</p> <p>51.5 At Audley End Station, the Operator shall, undertake feasibility design and commence the planning process by [REDACTED<sup>28</sup>] in relation to upgrading the informal access to the northbound platform.</p> <p>The Operator shall not be permitted to incur expenditure in excess of a maximum expenditure of [REDACTED<sup>29</sup>] in delivering its obligations at paragraph 51.4.</p>
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<p>Customer</p>	<p>6.2.1.9 <b>Station Improvement Plan</b></p>	<p>52. <b>Station Improvement Plan</b></p> <p>52.1 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 “<b>Station Improvement Plan</b>”).</p> <p>52.2 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>52.3 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 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>
<p>Customer</p>	<p>6.2.1.10 <b>Witham Masterplan</b></p>	<p>53. <b>Witham Masterplan</b></p> <p>53.1 The Operator shall using all reasonable endeavours implement the Witham Masterplan:</p> <p>53.1.1 by reference to the applicable scope, objectives and timescales as directed by the Secretary of State,</p> <p>53.1.2 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>53.1.3 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>53.2 For the purposes of this Business Plan Commitment, "<b>Witham Masterplan</b>" 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>



<p>Customer</p>	<p>6.2.1.13 <b>Managing Service Disruption</b></p>	<p>54. <b>Improved Management of Service Disruption</b></p> <p>54.1 The Operator shall:</p> <p>54.1.1 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>54.1.2 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>54.1.3 produce responsive station service disruption plans for all Hub Stations;</p> <p>54.1.4 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>54.1.5 implement the time bound action plan and station service disruption plans in accordance with their terms.</p> <p>54.2 The Operator shall deliver its obligations in paragraph 54.1 no later than 31 December 2022.</p> <p>54.3 Six (6) months following completion of the actions identified in paragraph 54.1, 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 54.1.</p> <p>54.4 Twelve (12) months following completion of the actions identified in paragraph 54.1, 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 54.1.</p> <p>54.5 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>54.6 For the purposes of this Business Plan Commitment, "<b>Hub Stations</b>" means:</p> <p>54.6.1 Tottenham Hale;</p> <p>54.6.2 Broxbourne;</p>
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<p>2022-23 ABP Submission</p> <p>Customer</p>		<p>55. <b>Wickford Station Redevelopment and Car Park</b></p> <p>55.1 The Operator shall, by no later than [REDACTED<sup>30</sup>], submit:</p> <p>55.1.1 the design proposals to the Secretary of State; and</p> <p>55.1.2 planning permissions to the local planning authority,</p> <p style="padding-left: 40px;">in relation to the proposed works at Wickford Station.</p> <p>55.2 The Operator shall complete the works at Wickford Station (as detailed in the design proposals in paragraph 54.1.1 and approved by the Secretary of State) within eighteen (18) months of the planning permission being obtained.</p>

<sup>30</sup> 11 August 2022 (Date of Redactions Approval) CR03361 - 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>2022-23 ABP Submission</p> <p>Customer</p>		<p>56. <b>Train Loading Information</b></p> <p>56.1 The Operator shall, by no later than [REDACTED<sup>31</sup>], submit a business case to the Secretary of State to integrate live train loading information into the Operator app.</p> <p>56.2 Subject to the inclusion of the relevant costs in the applicable Cost Budget, the Operator shall, by no later than [REDACTED<sup>32</sup>], implement any agreed actions to integrate live train loading information into the Operator app.</p>
<p>2022-23 ABP Submission</p> <p>Customer</p>		<p>57. <b>Meet the Manager Events</b></p> <p>57.1 The Operator shall, in the second Business Plan Year, host:</p> <p>57.1.1 a minimum of six in person 'Meet the Manager' events, with at least two of these events being held at Liverpool Street station; and</p> <p>57.1.2 a minimum of four virtual 'Meet the Manager' events conducted via social media or another online platform.</p> <p>57.2 All 'Meet the Manager' events will be attended by senior representatives of the Operator and Network Rail and members of the station management team. At all of these events a number of slots will be made available for customers to book onto to speak to a representative about any specific aspect of our service.</p> <p>57.3</p>

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<b>COMMUNITIES</b>		
Communities	6.3.4	<p>58. <b>Community Rail Conference</b></p> <p>58.1 During the Contract Term, the Operator shall hold an annual community rail conference in order to:</p> <p>58.1.1 update the Community Rail Partnerships (to which the Operator is a member) on:</p> <p style="margin-left: 40px;">58.1.1.1 any initiatives carried out by the Operator in connection with its membership of the relevant Community Rail Partnerships; and</p> <p style="margin-left: 40px;">58.1.1.2 any other developments relating to the Community Rail Partnership; and</p> <p>58.1.2 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>59. <b>Station adopters’ best practice and awards conference</b></p> <p>59.1 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>59.1.1 update station adopters on developments regarding station adoption schemes and best practice initiatives; and</p> <p>59.1.2 present awards to station adopters to celebrate the best efforts from the previous twelve (12) months.</p>
Communities	6.3.4	<p>60. <b>Community Stakeholder Satisfaction Survey</b></p> <p>60.1 During the Contract Term, the Operator shall on an annual basis undertake a survey to measure satisfaction of its Community Stakeholders (“<b>Community Stakeholder Satisfaction Survey</b>”).</p> <p>60.2 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>60.3 The Operator shall deliver outputs from the Community Stakeholder Satisfaction Survey to the Secretary of State, including but not limited to:</p>

		<p>60.3.1 the number of respondents to the Community Stakeholder Satisfaction Survey; and</p> <p>60.3.2 the results of the Community Stakeholder Satisfaction Survey,</p> <p>as soon as reasonably practicable after the Community Stakeholder Satisfaction Survey has been completed.</p> <p>60.4 For the purposes of this Business Plan Commitment, “<b>Community Stakeholders</b>” 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>61. <b>Stakeholder Advisory Board</b></p> <p>61.1 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>61.1.1 the sharing of key knowledge and best practice;</p> <p>61.1.2 the prioritisation of the Operator’s business plans and initiatives; and</p> <p>61.1.3 ways to assist the Operator in aligning its plans with regional aspirations.</p> <p>61.2 For the purposes of this Business Plan Commitment:</p> <p>61.2.1 “<b>Community Stakeholders</b>” 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> <p>61.2.2 “<b>Stakeholder Advisory Board</b>” 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.</p>

Communities	6.3.4	<p><b>62. Transport Integration Forum</b></p> <p>62.1 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 “<b>Transport Integration Forum</b>”).</p> <p>62.2 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> <ul style="list-style-type: none"> <li>62.2.1 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;</li> <li>62.2.2 sharing of key knowledge and best practice; and</li> <li>62.2.3 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.</li> </ul> <p>62.3 By 31 March 2022, 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>
Communities	6.3.5	<p><b>63. Community Rail Partnerships Marketing</b></p> <p>63.1 In each Contract Year for the remainder of the Contract Term, the Operator shall spend up to <b>[REDACTED<sup>33</sup>]</b> towards the delivery of reasonable public relations and marketing initiatives relating to Community Rail Partnerships and adopter activities.</p>

<sup>33</sup> **11 August 2022 (Date of Redactions Approval) CR03361 - 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>Communities</p>	<p>6.3.5</p>	<p>64. <b>Community Rail Annual Report</b></p> <p>64.1 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>64.1.1 resources committed to Community Rail Partnerships;</p> <p>64.1.2 actions delivered;</p> <p>64.1.3 achievements across the Operator’s network, including specific sections on each individual Community Rail Partnership; and</p> <p>64.1.4 progress and achievements across the Operator’s station adoption programme,</p> <p>(the “<b>Community Rail Annual Report</b>”).</p>
<p>Communities</p>	<p>6.3.5</p>	<p>65. <b>Station adopters</b></p> <p>65.1 By 30 April 2022, 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>65.1.1 promoting the Passengers Services calling at the Station;</p> <p>65.1.2 monitoring and reporting faults, damage and anti-social and criminal behaviour; and</p> <p>65.1.3 carrying out minor Station cleaning and maintenance tasks and the development and cultivation of station gardens.</p> <p>65.2 The Operator shall throughout the Contract Term promote the station adopters scheme and provide safety and other training and support to participants.</p>

<b>ACCESSIBILITY</b>		
2022-23 ABP Submission Accessibility		<p>66. <b>Assisted Travel Booking Window</b></p> <p>66.1 The Operator shall, by no later than 30 April 2022, reduce the booking window for pre booked assistance to two hours' notice.</p>
2022-23 ABP Submission Accessibility		<p>67. <b>Accessibility Customer Feedback</b></p> <p>67.1 The Operator shall, by no later than 1 May 2022, establish a working group to explore and address issues of customer experience failure. The working group shall meet every other period, include senior Business Employees who can assist in in-depth investigations, policy and process reviews and the working group shall create (and periodically update thereafter) an action plan to tackle any process gaps identified in the investigation.</p> <p>67.2 The Operator shall, by no later than 30 September 2022, and by no later than 30 September in each subsequent Contract Year, submit a report to the Secretary of State which includes:</p> <p>67.2.1 a review of the measures taken by the Operator, in accordance with its obligation under paragraph 67.1, to explore and address issues of customer experience failure;</p> <p>67.2.2 a complete list of actions taken to implement the action plan produced by the working group, and where the action plan has not been implemented, an explanation as to why implementation has not taken place; and</p> <p>67.2.3 an action plan which sets out the measures which the Operator will take to explore and address issues of customer experience failure, including actions that will be taken to implement any parts of the working group's action plan which have not yet been implemented.</p>
2022-23 ABP Submission Accessibility		<p>68. <b>Equality Impact Assessment</b></p> <p>68.1 The Operator shall, by no later than 30 September 2022, submit an Equality Impact Assessment Policy to the Secretary of State.</p>



		68.2 Subject to the inclusion of the relevant costs in the applicable Cost Budget, the Operator shall, by no later than 31 March 2023 and subject to any changes to the Equality Impact Assessment Policy agreed with the Secretary of State, implement the Equality Impact Assessment Policy into its business.
2022-23 ABP Submission  Accessibility		<p>69. <b>Assisted Travel Feedback</b></p> <p>69.1 The Operator shall, by no later than 30 September 2022, and by no later than 30 September in each subsequent Contract Year, submit a report to the Secretary of State which includes:</p> <p>69.1.1 a review of the measures taken by the Operator to capture customer feedback on assisted travel and to identify opportunities to improve the experience of customers requiring assisted travel;</p> <p>69.1.2 a complete list of actions taken to improve the experience of customers requiring assisted travel; and</p> <p>69.1.3 an action plan which sets out the measures which the Operator will take to improve the experience of customers requiring assisted travel.</p>
<b>REVENUE</b>		
Revenue	7.2.1.4	<p>70. <b>Fares Plan</b></p> <p>70.1 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>71. <b>Marketing and Econometric Modelling</b></p> <p>71.1 Subject to paragraph 71.4 below, the Operator shall promptly, following the end of each half year, undertake econometric modelling of its marketing activity which shall provide:</p> <p>71.1.1 data, statistics and information validating the revenue gains which are directly attributable to the Operator's marketing activity undertaken in that half year;</p> <p>71.1.2 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 half year; and</p>

		<p>71.1.3 any other data, statistics or information as the Parties may agree or the Secretary of State may specify.</p> <p>71.2 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>71.3 Within twenty-eight (28) days of the end of each half year the Operator shall deliver to the Secretary of State a report setting out:</p> <p>71.3.1 the data, statistics and information produced through the econometric modelling of its marketing activity during that half year in such format as the Secretary of State may specify from time to time;</p> <p>71.3.2 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>71.3.3 such other information as the Secretary of State may require.</p> <p>71.4 The Operator shall, prior to undertaking any econometric modelling in accordance with paragraph 71.1, 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 manner consistent with the approval process for marketing expenditure noting that relevant costs fall into such category.</p>
Revenue	7.2.1.5	<p>72. <b>Car Park Tariff Review</b></p> <p>72.1 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>72.2 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>72.3 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>72.4 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 72.3.</p>
<p>Revenue</p>	<p><b>6.2.3.1 Driving Smart Media Usage</b></p>	<p><b>73. Driving Smart Media Usage</b></p> <p>73.1 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 "<b>Smart Media Plan</b>").</p> <p>73.2 The Operator shall ensure that the Smart Media Plan:</p> <p style="padding-left: 40px;">73.2.1 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 style="padding-left: 40px;">73.2.2 is reviewed to cater for changing customer needs following the return of commuters to the Operator's network.</p> <p>73.3 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 style="padding-left: 40px;">73.3.1 highlighting the benefits to customers of using Smart Media; and</p> <p style="padding-left: 40px;">73.3.2 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>73.4 The Operator shall deliver its obligations in paragraphs 73.1 and 73.2 no later than 31 December 2021 and on an annual basis thereafter within each Contract Year.</p>

Revenue		<p>74. <b>Central Marketing Initiatives</b></p> <p>74.1 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>
2022-23 ABP Submission  Revenue	TBC	<p>75. <b>GBR Brand</b></p> <p>75.1 The Operator shall continue to work collaboratively with Great British Rail Transition Team and the wider rail industry to develop and implement the GBR brand identity.</p>
<b>ENVIRONMENT AND SUSTAINABILITY</b>		
Environment and Sustainability	<p><b>8.2.1.1</b> <b>Insulate and improve energy efficiency of buildings</b></p>	<p>76. <b>Energy and thermal efficiency review</b></p> <p>76.1 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>76.1.1 recommendations for the measures to be introduced at such Stations, including through the introduction of:</p> <ul style="list-style-type: none"> <li>76.1.1.1 loft insulation (where access permits);</li> <li>76.1.1.2 draught exclusion;</li> <li>76.1.1.3 upgrades to windows; and</li> <li>76.1.1.4 upgrades to doors; and</li> </ul>

		<p>76.1.2 provide a business case for implementing such measures at all suitable Stations selected by the Operator,</p> <p>(the "<b>Energy and Thermal Efficiency Review</b>").</p> <p>76.2 The Operator shall:</p> <p>76.2.1 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 31 March 2022; and</p> <p>76.2.2 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 <b>[REDACTED<sup>34</sup>]</b> .</p>
<p>Environment and Sustainability</p>	<p><b>8.2.1.2 Improve Domestic Utilities Monitoring</b></p>	<p><b>77. Reduction in Consumption of Utilities (Water, Electricity and Gas)</b></p> <p>77.1 The Parties acknowledge that under the Previous Agreement:</p> <p>77.1.1 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>77.1.2 as at the Start Date there are forty seven (47) identified locations where AMRs remain to be fitted (the "<b>Remaining AMR Locations</b>").</p> <p>77.2 The Operator shall install AMRs at the remaining AMR Locations by the following staged plan:</p> <p>77.2.1 Twelve (12) AMRs to be installed by 31 March 2022 ;</p> <p>77.2.2 Eighteen (18) AMRs to be installed by <b>[REDACTED<sup>35</sup>]</b>; and</p>

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		<p>77.2.3 Seventeen (17) AMRs to be installed by [REDACTED<sup>36</sup>].</p> <p>77.3 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>77.4 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 77.1 to 77.3 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>77.5 The Operator shall ensure that costs to be included in the Cost Budget in relation to such obligations:</p> <p>77.5.1 in the first Contract Year do not exceed [REDACTED<sup>37</sup>]; and</p> <p>77.5.2 in each subsequent Contract Year do not exceed [REDACTED<sup>38</sup>],</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>77.6 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</p>	<p>78. <b>Wireless Energy Management Systems</b></p>

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	<p><b>Extend WEMS to remaining viable sites</b></p>	<p>78.1 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 31 March 2022, with the exception of Cambridge Carriage Sidings which will be delivered by no later than 10 May 2022.</p> <p>78.2 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>78.3 For the purposes of this Business Plan Commitment:</p> <p>78.3.1 <b>"WEMS"</b> 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>78.3.2 <b>"WEMS Location"</b> means any station building:</p> <p>78.3.2.1 reasonably determined by the Operator and approved by the Secretary of State in writing; and</p> <p>78.3.2.2 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) Cambridge Carriage Sidings;</p> <p>(b) Cambridge North;</p> <p>(c) Stratford Academy;</p> <p>(d) Orient Way Depot; and</p> <p>(e) Hockley.</p> <p>78.4 The Operator shall ensure that costs to be included in the Cost Budget in relation to such obligations:</p>
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		<p>78.4.1 in the first Contract Year do not exceed [REDACTED<sup>39</sup>]; and</p> <p>78.4.2 in each subsequent Contract Year do not exceed [REDACTED<sup>40</sup>]</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	<p><b>8.2.1.6</b></p> <p><b>To maintain certification to ISO14001 Environmental Management and ISO50001 Energy Management System Standards to help drive continual improvement</b></p>	<p>79. <b>Maintain ISO Certification</b></p> <p>79.1 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>79.2 The Operator shall provide the Secretary of State with copies of the certification audit reports to demonstrate compliance with its obligations in paragraph 79.1 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	<p><b>8.2.1.7</b></p> <p><b>Establishing an Air Quality Monitoring Network</b></p>	<p>80. <b>Air Quality Monitoring</b></p> <p>80.1 By no later than [REDACTED<sup>41</sup>], the Operator shall, working with RSSB, develop an approach to improving air quality (the “Air Quality Plan”). The Plan shall include:</p> <p>80.1.1 approach to establishing baseline air quality data;</p>

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		<p>80.1.2 agreed priorities and potential mitigations;</p> <p>80.1.3 targets to improve air quality aligned to agreed industry-wide approach and/or policy.</p> <p>80.2 The Operator shall fully and effectively cooperate with RSSB to design and implement an air quality monitoring network, such network to involve:</p> <p>80.2.1 the Operator providing access to the Air Monitoring Stations for the purposes of allowing RSSB to fit air quality monitoring equipment;</p> <p>80.2.2 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>80.2.3 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 "<b>Air Quality Monitoring Network</b>").</p> <p>80.3 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>80.4 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 80.1 to 80.3.</p> <p>80.5 For the purposes of this Business Plan Commitment:</p> <p>80.5.1 "<b>Air Monitoring Station</b>" means each of the following Stations:</p> <p>80.5.1.1 Norwich;</p> <p>80.5.1.2 Ipswich;</p> <p>80.5.1.3 Cambridge; and</p>
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Environment and Sustainability	<b>8.2.1.8 Support development of a noise monitoring and management strategy</b>	<p>81. <b>Noise Monitoring</b></p> <p>81.1 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>81.2 The Operator shall work in partnership with:</p> <p style="padding-left: 40px;">81.2.1 industry partners;</p> <p style="padding-left: 40px;">81.2.2 local councils; and</p> <p style="padding-left: 40px;">81.2.3 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>81.3 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 81.1 to 81.2 including in relation to the implementation of its strategy, action plans and noise related measures.</p>
Environment and Sustainability	<b>8.2.1.9 Enhance biodiversity at GA locations</b>	<p>82. <b>Enhancing biodiversity</b></p> <p>82.1 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 [REDACTED<sup>42</sup>], 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</p>

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		<p><b>"Biodiversity Accreditation Scheme")</b>. The Operator shall implement the Biodiversity Accreditation Scheme, once finalised, for the remainder of the Contract Term.</p> <p>82.2 By no later than 31 March 2022 and on an annual basis thereafter by 31 March in each Contract Year, the Operator shall produce and provide a report to the Secretary of State which details the steps and/or the actions it has taken to comply with its obligations in paragraph 82.1.</p> <p>82.3 By no later than [REDACTED<sup>43</sup>] 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.</p>
Environment and Sustainability	<p><b>8.2.1.10</b></p> <p><b>Increase environmental awareness to help encourage behaviour change</b></p>	<p>83. <b>Environmental Awareness</b></p> <p>83.1 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:</p> <p>83.1.1 with effect from 31 March 2022, ensure that at all times a number of existing Business Employees [REDACTED<sup>44</sup>], 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 31 March 2022 and on an annual basis thereafter by [REDACTED<sup>45</sup>] in each Contract Year, 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 83.1.1 and the future actions it proposes to take and any such proposed actions shall be implemented by the Operator;</p> <p>83.1.2 by [REDACTED<sup>46</sup>], make available to its employees an educational experience covering topics such as energy, waste and water which shall be:</p>

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		<p>83.1.2.1 delivered electronically;</p> <p>83.1.2.2 managed and administered through the "Fuse Learn" online learning management system; and</p> <p>83.1.2.3 raising each participant’s awareness of environmental issues relevant to the provision of the Passenger Services,</p> <p>83.1.3 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>
<p>Environment and Sustainability</p>	<p><b>8.2.1.11 Modelling and analysing specific utility usage at stations</b></p>	<p>84. <b>Modelling and analysis of Energy consumption at Stations</b></p> <p>84.1 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>84.1.1 determine estimated energy consumption of equipment and facilities used by the Operator at each Station; and</p> <p>84.1.2 conduct detailed analysis and establish trends and patterns relating to such energy usage, (the "<b>Station Energy Survey</b>").</p> <p>84.2 The Operator shall:</p> <p>84.2.1 carry out such Station Energy Survey by no later than 31 December 2022; and</p> <p>84.2.2 utilise the results of the Station Energy Survey in order to identify:</p> <p>84.2.2.1 measures that can be taken to reduce overall energy consumption at Stations; and</p> <p>84.2.2.2 specific items of equipment which would be cost effective to repair or replace in order to reduce overall energy consumption at Stations.</p>

		<p>84.3 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 84.1 and 84.2.</p>
<p>Environment and Sustainability</p>	<p><b>8.2.2.1</b> <b>Develop a decarbonisation roadmap</b></p>	<p>85. <b>Decarbonisation Plan</b></p> <p>85.1 By no later than [REDACTED<sup>47</sup>], the Operator shall develop and provide to the Secretary of State a decarbonisation plan (the “Decarbonisation Plan”) which will:</p> <ul style="list-style-type: none"> <li>85.1.1.1 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;</li> <li>85.1.1.2 consider appropriate and cost-effective measures which can be taken by the Operator to reduce carbon emissions including:</li> <li>85.1.1.3 “scope 3 emissions” within the Operator's supply chain;</li> <li>85.1.1.4 as a result of Business Employees commuting to and from their place of work; and</li> <li>85.1.1.5 as a result of business travel required in the ordinary course of the Operator's business.</li> </ul> <p>85.2 The Operator shall develop validated Science-Based Targets for carbon emissions by the end of the second contract year.</p> <p>85.3 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 [REDACTED<sup>48</sup>] and the Operator shall not be permitted to incur expenditure in excess of such amount.</p>

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<p>Environment and Sustainability</p>	<p><b>8.2.3.1 Supporting the RSSB with the Industry Sustainable Rail Strategy</b></p>	<p><b>86. Collaboration with RSSB Sustainable Rail Strategy and Social Value Tool</b></p> <p>86.1 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>86.2 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>86.3 By no later than 30 June 2022 and on an annual basis thereafter by 30 June 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 86.2.</p> <p>86.4 The Operator shall at all times:</p> <p>86.4.1 maintain its existing Sustainable Development Strategy; and</p> <p>86.4.2 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>86.5 By no later than 31 May 2022, 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>86.6 For the purposes of this Business Plan Commitment:</p> <p>86.6.1 <b>“Sustainable Development Maturity Levels”</b> 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>86.6.2 <b>“Sustainable Development Strategy”</b> means the sustainable development strategy implemented under the Previous Agreement prior to the Start Date.</p>
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		86.6.3 <b>“Social Value Tool”</b> means the rail industry tool designed to provide a robust methodology to baseline, measure, monitor and evaluate the social value impacts of rail.
Environment and Sustainability	6.3.4	<p>87.     <b>Social Value Report</b></p> <p>87.1     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>87.1.1     an overview of the progress the Operator has made in delivering a positive social impact; and</p> <p>87.1.2     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 <b>“Social Value Report”</b>).</p> <p>87.2     The Operator shall:</p> <p>87.2.1     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>87.2.2     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	<p><b>8.2.3.2</b></p> <p><b>Support the National EC4T Supply Contract steering group</b></p>	<p>88.     <b>Collaboration with EC4T Scheme</b></p> <p>88.1     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>88.2     For the purposes of this Business Plan Commitment, <b>“EC4T Scheme Council”</b> means the scheme founded and run by RDG to improve the manner in which operators procure electricity for traction.</p>

<p>Environment and Sustainability</p>	<p><b>8.2.3.3</b> <b>Electric Vehicle Charging (EVC) points</b></p>	<p>89. <b>Electric Vehicle Charging Points</b></p> <p>89.1 The Operator shall:</p> <p>89.1.1 undertake a desktop survey to consider locations for the installation of electric vehicle charging points ("<b>EVCPs</b>") at any Station car park and/or Depot taking reasonable account of both the likely demand and the cost of installation; and</p> <p>89.1.2 use the results of such survey to provide a recommended programme for installing EVCPs at each recommended Station car park and Depot ("<b>EVCP Programme</b>") to the Secretary of State by 30 September 2022.</p> <p>89.2 The Parties shall work together in good faith to consider the implementation of the EVCP Programme.</p>
<p>Environment and Sustainability</p>	<p><b>8.2.4.1</b> <b>[REDACTED<sup>49</sup>]</b></p>	<p>90. <b>[REDACTED<sup>50</sup>]</b></p> <p>90.1 The Operator shall carry out the following steps to <b>[REDACTED<sup>51</sup>]</b> and improve its energy management processes in relation to the Stadler Fleet and Alstom Fleet:</p> <p>90.1.1 fully and effectively co-operate with Network Rail and use all reasonable endeavours to work with the fleet maintainers Stadler Rail Service UK Limited ("<b>Stadler</b>") and Bombardier Transportation UK Limited ("<b>Bombardier</b>") to resolve the technical and commercial challenges associated <b>[REDACTED<sup>52</sup>]</b> in the context of the contractual relationship the Operator has with Stadler and Bombardier;</p>

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		<p>90.1.2 at the time the Operator is ready to [REDACTED<sup>53</sup>] ,consult with the ORR and other industry partners in relation to its implementation;</p> <p>90.1.3 by no later than 31 December 2021, recruit and retain for the remainder of the Contract Term additional resource to assist in:</p> <p>90.1.3.1 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>90.1.3.2 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>90.1.3.3 mitigating potential fines as detailed in the traction metering rules,</p> <p>in each case relating to traction metering, (a “<b>Traction Data Analyst</b>”).</p> <p>90.2 Following the completion of the steps set out at paragraph 90.1 above the Operator shall implement the [REDACTED<sup>54</sup>] by:</p> <p>90.2.1 [REDACTED<sup>55</sup>] in respect of the Stadler Fleet; and</p> <p>90.2.2 [REDACTED<sup>56</sup>] in respect of the Alstom Fleet.</p> <p>90.3 For the purposes of this Business Plan Commitment:</p>
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		<p>90.3.1 "Stadler Fleet" means the fleet of "Class 745" and "Class 755" rolling stock units manufactured by Stadler Bussnang AG; and</p> <p>90.3.2 "Alstom Fleet" means the fleet of "Class 720" rolling stock units manufactured by Bombardier.</p>
Environment and Sustainability	<p><b>8.2.4.2</b></p> <p><b>[REDACTED<sup>57</sup>]</b></p>	<p>91. <b>[REDACTED<sup>58</sup>]</b></p> <p>91.1 For the purposes of facilitating the Operator's obligations in paragraph 91.2, the Operator shall work with the manufacturers and maintainers of the Stadler Fleet and the Alstom Fleet <b>[REDACTED<sup>59</sup>]</b>.</p> <p>91.2 The Operator shall implement the <b>[REDACTED<sup>60</sup>]</b>:</p> <p>91.2.1 on the Stadler Fleet by no later than <b>[REDACTED<sup>61</sup>]</b>; and</p> <p>91.2.2 on the Alstom Fleet by no later than <b>[REDACTED<sup>62</sup>]</b>.</p>

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		<p>91.3 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 91.1 and 91.2 by [REDACTED<sup>63</sup>] and [REDACTED<sup>64</sup>].</p> <p>91.4 For the purposes of this Business Plan Commitment:</p> <p>91.4.1 "Stadler Fleet" means the fleet of "Class 745" and "Class 755" rolling stock units manufactured by Stadler Bussnang AG; and</p> <p>91.4.2 "Alstom Fleet" means the fleet of "Class 720" rolling stock units manufactured by Bombardier Transportation UK Limited.</p>
<p>Environment and Sustainability</p>	<p><b>8.2.4.3</b> [REDACTED<sup>65</sup>]</p>	<p>92. [REDACTED<sup>66</sup>]</p> <p>92.1 The Operator shall:</p> <p>92.1.1 implement a [REDACTED<sup>67</sup>] on the Class 755 fleet; and</p> <p>92.1.2 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>92.2 The Operator shall carry out its obligations in paragraph 92.1 by no later than [REDACTED<sup>68</sup>].</p>

<sup>63</sup> 11 August 2022 (Date of Redactions Approval) CR03361 - 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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<sup>65</sup> 11 August 2022 (Date of Redactions Approval) CR03361 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>66</sup> 11 August 2022 (Date of Redactions Approval) CR03361 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>67</sup> 11 August 2022 (Date of Redactions Approval) CR03361 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>68</sup> 11 August 2022 (Date of Redactions Approval) CR03361 - 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>92.3 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 92.1 and 92.2 by 31 March 2022.</p> <p>92.4 <b>[REDACTED<sup>69</sup>]</b></p>
<p>Environment and Sustainability</p>	<p><b>3.9.3 Supplier Contribution</b></p>	<p>93. <b>Supplier Contribution</b></p> <p>93.1 During each Contract Year, the Operator shall work with key suppliers and fleet maintainers in order to:</p> <p>93.1.1 identify their contributions to be included within the Business Plan KPIs;</p> <p>93.1.2 address environmental and sustainability issues in connection to the Operator's performance of this Contract; and</p> <p>93.1.3 progress the Operator's targets where applicable.</p> <p>93.2 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 93.1 and the future actions it proposes to take and any such proposed actions shall be implemented by the Operator.</p>
<p><b>FLEET REPLACEMENT PROGRAMME</b></p>		

<sup>69</sup> **11 August 2022 (Date of Redactions Approval) CR03361 - 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.**

94.	<b>Fleet Replacement Programme – Design and Planning of Platform Extension Works</b>
94.1	The Operator shall, in connection with the introduction of the new Class 720, 745 and 755 rolling stock fleets by no later than 31 January 2022 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.
95.	<b>Fleet Replacement Programme – Design and Planning of Depot Works</b>
95.1	The Operator shall, in connection with the introduction of the new Class 720, 745 and 755 rolling stock fleets:
95.1.1	by no later than 31 December 2021 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
95.1.2	by no later than [REDACTED <sup>70</sup> ] complete the outline design work equivalent to GRIP stage 4 in relation to the extension of the bypass line at Norwich Crown Point depot.
96.	<b>Fleet Replacement Programme – Design and Planning of Infrastructure Works</b>
96.1	The Operator shall, in connection with the introduction of the new Class 720, 745 and 755 rolling stock fleets:
96.1.1	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:
96.1.1.1	Southend Victoria by no later than 31 March 2022;
96.1.1.2	Orient Way (Leyton) by no later than [REDACTED <sup>71</sup> ]; and
96.1.1.3	Clacton and Colchester by no later than 30 June 2022.
96.1.2	by no later than [REDACTED] 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 [REDACTED] .
<b>CAPITAL WORKS BUSINESS PLAN COMMITMENTS</b>	

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<sup>70</sup> **11 August 2022 (Date of Redactions Approval) CR03361 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.**

<sup>71</sup> **11 August 2022 (Date of Redactions Approval) CR03361 - 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.**

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

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

97.1.1 the applicable PEW Specification;

97.1.2 the applicable PEW Delivery Programme such that by no later than [REDACTED<sup>72</sup>] the Operator shall have completed all Platform Extension Works; and

97.1.3 the applicable PEW Contract Terms.

97.2 The Operator agrees that:

97.2.1 the amount included in the Capital Works Anticipated Cost in respect of the Platform Extension Works is [REDACTED<sup>73</sup>];

97.2.2 the amount included in the Capital Works Agreed Contingency in respect of the Platform Extension Works is [REDACTED<sup>74</sup>]; and

97.2.3 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.

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

97.3.1 **“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;

97.3.2 **“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;

97.3.3 **“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;

97.3.4 **“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

97.3.5 **“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.

98. **FRP Infrastructure Improvements – FRP Infrastructure Works**

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

98.1.1 the applicable FRP Infrastructure Works Specification;

98.1.2 the applicable FRP Infrastructure Works Delivery Programme such that by no later than [REDACTED<sup>75</sup>] the Operator shall have completed all FRP Infrastructure Works; and

98.1.3 the applicable FRP Infrastructure Works Contract Terms.

98.2 The Operator agrees that:

98.2.1 the amount included in the Capital Works Anticipated Cost in respect of the FRP Infrastructure Works is [REDACTED<sup>76</sup>];

98.2.2 the amount included in the Capital Works Agreed Contingency in respect of the FRP Infrastructure Works is [REDACTED<sup>77</sup>]; and

98.2.3 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.

<sup>72</sup> 11 August 2022 (Date of Redactions Approval) CR03361 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>73</sup> 11 August 2022 (Date of Redactions Approval) CR03361 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>74</sup> 11 August 2022 (Date of Redactions Approval) CR03361 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>75</sup> 11 August 2022 (Date of Redactions Approval) CR03361 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>76</sup> 11 August 2022 (Date of Redactions Approval) CR03361 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>77</sup> 11 August 2022 (Date of Redactions Approval) CR03361 - 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.



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

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

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

98.3.1.2 traction power upgrades at Northumberland Park sub-station;

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

98.3.1.4 the upgrade of the level crossing (through the installation of red light safety cameras) at 9 locations across the Routes is now managed by Network Rail, working with UK Power Network (UKPN). Therefore, GA no longer holds responsibility for the completion of these works, and in collaboration with UKPN, this BPC is handed over to Network Rail for final delivery.

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

98.3.1.6 de-scoping, completion and close-out of 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;

98.3.2 **“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;

98.3.3 **“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;

98.3.4 **“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

98.3.5 **“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.

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

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

99.1.1 the applicable Depot Works Specification;

99.1.2 the applicable Depot Works Delivery Programme such that by no later than [REDACTED<sup>78</sup>] the Operator shall have completed all Depot Works; and

99.1.3 the applicable Depot Works Contract Terms.

99.2 The Operator agrees that:

99.2.1 the amount included in the Capital Works Anticipated Cost in respect of the Depot Works is [REDACTED<sup>79</sup>];

99.2.2 the amount included in the Capital Works Agreed Contingency in respect of the Depot Works is [REDACTED<sup>80</sup>]; and

99.2.3 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.

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

99.3.1 **“Depot Works”** means:

99.3.1.1 the construction of roof and saloon gantries and Ilford depot no later than [REDACTED<sup>81</sup>]

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

99.3.1.3 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;

99.3.2 **“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;

- 99.3.3 **“Depot Works Specification”** means the detailed specification for the relevant Depot Works as agreed between the parties and identified in the Depot Works Pack;
- 99.3.4 **“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;
- 99.3.5 **“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.

100. **FRP Infrastructure Improvements – Colchester Fuelling Facility**

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

100.1.1 the applicable Fuelling Facility Works Specification;

100.1.2 the applicable Fuelling Facility Works Delivery Programme such that by no later than [REDACTED<sup>82</sup>] the Operator shall have completed all Fuelling Facility Works; and

100.1.3 the applicable Fuelling Facility Works Contract Terms.

100.2 The Operator agrees that:

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<sup>79</sup> 11 August 2022 (Date of Redactions Approval) CR03361 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>80</sup> 11 August 2022 (Date of Redactions Approval) CR03361 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>81</sup> 11 August 2022 (Date of Redactions Approval) CR03361 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>82</sup> 11 August 2022 (Date of Redactions Approval) CR03361 - 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.

- 100.2.1 the amount included in the Capital Works Anticipated Cost in respect of the Fuelling Facility Works is [REDACTED<sup>83</sup>];
- 100.2.2 the amount included in the Capital Works Agreed Contingency in respect of the Fuelling Facility Works is [REDACTED<sup>84</sup>]; and
- 100.2.3 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.

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

- 100.3.1 **"Fuelling Facility Works"** means the installation of a fuelling facility at Colchester station and associated works to enable the use of the same;
- 100.3.2 **"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;
- 100.3.3 **"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;
- 100.3.4 **"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;
- 100.3.5 **"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.

101. **FRP Infrastructure Works – Signal Relocation Works**

101.1 The Operator shall ensure that the Signal Relocation Works are undertaken in accordance with:

- 101.1.1 the applicable Signal Relocation Works Specification;

<sup>83</sup> 11 August 2022 (Date of Redactions Approval) CR03361 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>84</sup> 11 August 2022 (Date of Redactions Approval) CR03361 - 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.

101.1.2 the applicable Signal Relocation Works Delivery Programme such that by no later than [REDACTED<sup>85</sup>] the Operator shall have completed all Signal Relocation Works; and

101.1.3 the applicable Signal Relocation Works Contract Terms.

101.2 The Operator agrees that:

101.2.1 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;

101.2.2 the amount included in the Capital Works Anticipated Cost in respect of the Signal Relocation Works is [REDACTED<sup>86</sup>];

101.2.3 the amount included in the Capital Works Agreed Contingency in respect of the Signal Relocation Works is [REDACTED<sup>87</sup>]; and

101.2.4 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.

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

101.3.1 **“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;

101.3.2 **“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;

101.3.3 **“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;

<sup>85</sup> 11 August 2022 (Date of Redactions Approval) CR03361 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>86</sup> 11 August 2022 (Date of Redactions Approval) CR03361 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>87</sup> 11 August 2022 (Date of Redactions Approval) CR03361 - 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.

- 101.3.4 **“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;
- 101.3.5 **“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**

102. **Capital Works Anticipated Cost, Capital Works Contingency Cap and Capital Works Agreed Contingency**

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

102.1.1 the total Capital Works Anticipated Cost is [REDACTED<sup>88</sup>];

102.1.2 the total Capital Works Agreed Contingency is [REDACTED<sup>89</sup>]; and

102.1.3 the Capital Works Contingency Cap is [REDACTED<sup>90</sup>] such cap on contingency being inclusive of the amount of the Capital Works Agreed Contingency.

<sup>88</sup> 11 August 2022 (Date of Redactions Approval) CR03361 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>89</sup> 11 August 2022 (Date of Redactions Approval) CR03361 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>90</sup> 11 August 2022 (Date of Redactions Approval) CR03361 - 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.