



Call Off Agreement under Crown Commercial Service's (CCS) Project Management and Full Design Team Services Framework (RM3741).

**Highways England Company Limited**

**NEC3 Professional Service Contract  
(April 2013)**

**Volume 2b**

**Scope Annexes (to the Generic Scope in Volume 2a)**

in relation to **Commercial Partner** services for  
**the Lower Thames Crossing**

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## CONTENTS AMENDMENT SHEET

Issue No.	Revision No.	Amendments	Initials	Date
1	1.0	Issue Tender	RO	19/07/21
2	2.0	Amended Annex 2 to reflect references in Volume 2c for consistency	AT	05/08/21
3				
4				
5				
6				



**Highways England Company Limited**

## **Scope**

### **Annex 01 - Defined Terms**

Defined Term	Definition
<b>Note:</b> Some of the definitions in this Annex are not relevant to the <i>services</i> however they may provide useful information in relation to the other contracts to which this contract relates.	
Advisory panel	has the meaning given to it in Schedule PS1 (Design Management and Assurance).
Affiliate	is in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time.
Ancillary Contractor	is any party engaged or to be engaged by the <i>Employer</i> for the provision of works or services in connection with the Project, other than the Project Contractors, the Technical Partner, the Integration Partner and the <i>Consultant</i> .
Ancillary Contract	is a contract entered or to be entered into between the <i>Employer</i> and an Ancillary Contractor in connection with the delivery of the Project.
Ancillary Contract Scope	is the scope of works or services contained in an Ancillary Contract.
Annual Audit Plan	Is the annual audit plan developed by the <i>Consultant</i> in accordance with Volume 2c of the Scope.
Asset Information Model (AIM)	the key elements of the PIM, reflecting the as-built status of the permanent works asset. It forms the basis for future operations, maintenance, and renewal. This can also support the evolution of the Digital Twin.
Auditor General	Auditor General in the United Kingdom is the government official responsible for supervising the quality of public accounting and financial reporting.

Bring Your Own Corporate Device (BYOCD)	is the hardware solution described in Schedule SP1 (General Systems Requirements) through which all EUC devices required by the <i>Consultant's</i> Staff to Provide the Service are provided by the <i>Consultant</i> .
Business Continuity Plan	is the business continuity plan to be developed by the <i>Consultant</i> in accordance with section S502.
Business Information Gateway (the Gateway)	is as defined in <b>Annex 09</b> (Information systems and Security Systems) Section 1.4.
CDM (info only)	are the Construction (Design and Management) Regulations 2015.
Central Government Body	<p>is a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:-</p> <ul style="list-style-type: none"> <li>• Government Department,</li> <li>• Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal),</li> <li>• Non-Ministerial Department,</li> <li>• Executive Agency of one of the above or</li> <li>• any body corporate that is a wholly owned subsidiary of one of the above.</li> </ul>
Client Background IPR	is IPR owned by the <i>Employer</i> before the Contract Date, or created by the <i>Employer</i> independently of this contract, and Crown Copyright which is not available to the <i>Consultant</i> otherwise than under this contract, but excluding IPRs owned by the <i>Employer</i> subsisting in the Client Software.
Client Scheme Requirements	are the Department for Transport's requirements for the Project (see link in <b>Annex 02</b> ).
Client Software	is software which is owned by or licensed to the <i>Employer</i> (other than under or pursuant to this contract) and which is or will be used by the <i>Consultant</i> in order to Provide the Services

	(including the software set out in Table SP3 of Schedule SP3 (Client Software) and as otherwise set out in the Scope).
Client System	is the <i>Employer's</i> computing environment (consisting of hardware, software and telecommunications networks or equipment) used by the <i>Employer</i> or the <i>Consultant</i> in connection with this contract which is owned by the <i>Employer</i> or licensed to it by some third party and which interfaces with the <i>Consultant's</i> system or which is necessary for the <i>Employer</i> to receive the <i>services</i> .
Collaborative Performance Framework (CPF)	Is a performance measurement system used by the <i>Employer</i> across different contracts as described in S544. It combines quantitative metrics based on hard data, with quantitative measures provided by behaviours metrics, which have been developed from best practice.
Commercial Director	is the <i>Employer's</i> appointed commercial director.
Commitments and Requirements Management Tool (CRMT)	is the Client Software to be supplied by the Integration Partner with the Integration Partner Contract.
Common Data Environment (CDE)	is the single source of information used to collect, manage and disseminate documentation, the graphical model and non-graphical data for the whole Project team (i.e. all project information whether created in a BIM environment or in a conventional data format). The CDE is made up of Project Information Systems provided by the Parties and is interfaced by the Project Contractors in processes defined in each Project Contract Scope, and by Others. The CDE is further described in section s1400 and Schedule SP1 (General Systems Requirements).
Common Data Rate Units (CDR Units)	are multiples of bits per second (bit/s) and bytes per second (B/s). For example, the data rates of modern residential high-speed Internet connections are commonly expressed in megabits per second (Mbit/s).
Confidential Information	is

	<ul style="list-style-type: none"> <li>• information, including all Personal Data, which (however it is conveyed) is provided by the disclosing Party in connection with this contract that relates to <ul style="list-style-type: none"> <li>• the Disclosing Party Group or</li> <li>• the operations, business, affairs, developments, Intellectual Property Rights, trade secrets, know-how and personnel of the Disclosing Party Group,</li> </ul> </li> <li>• other information provided by the disclosing Party in accordance this contract that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential (whether or not it is so marked) which comes (or has come) to the Recipient's attention or into the Recipient's possession in connection with this contract,</li> <li>• discussions, negotiations, and correspondence between the disclosing Party or any of its directors, officers, employees, consultants or professional advisers and the Recipient or any of its directors, officers, employees, consultants and professional advisers in connection with this contract and all matters arising therefrom; and</li> <li>• information derived from any of the above, but not including any information which <ul style="list-style-type: none"> <li>• was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the disclosing Party,</li> <li>• the Recipient obtained on a non-confidential basis from a third party who is not, to the Recipient's knowledge or belief, bound by a confidentiality agreement with the disclosing Party or otherwise prohibited from disclosing the information to the Recipient,</li> <li>• was already generally available and in the public domain at the time of disclosure</li> </ul> </li> </ul>
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	<p>otherwise than by a breach of this contract or breach of a duty of confidentiality</p> <ul style="list-style-type: none"> <li>was independently developed without access to the Confidential Information or</li> </ul> <p>is any data or information which has been classified by the <i>Employer</i> as being confidential. The <i>Employer</i> uses the HMG Government Security Classification Scheme (GSCS).</p>
Contract Control Framework	is the <i>Employer's</i> contract control framework referenced in <b>Annex 02</b> .
Contract Event Management Analytics and Reporting (CEMAR)	is the <i>Employer's</i> Contract Event Management Analytics and Reporting system, as described in <b>Annex 09</b> .
Contracts Finder	is the government website for information about contracts with the government and it's agencies worth over £25,000.
Control	is the possession by person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and Controls and Controlled are to be interpreted accordingly.
Consultant Background IPR	<p>IPRs owned by the <i>Consultant</i> or a third party before the Contract Date or created by the <i>Consultant</i> or a third party independently of this contract, which in each case is or will be used</p> <ul style="list-style-type: none"> <li>before or after the <i>defects date</i> to Provide the Services (including their design, testing, implementation) and</li> <li>for the maintenance, operation. modification and improvement of the <i>services</i>,</li> </ul> <p>but excluding IPRs owned by the <i>Consultant</i> subsisting in the <i>Consultant</i> Software or by any third party in Third Party Software</p>
Consultant Software	is software which is proprietary to the Consultant which will be or is proposed to be used by the Consultant for the purposes of Providing the Services, including the software specified as

	such in the Software Schedule and including OSS.
Core Services	are those parts of the <i>services</i> as set out in the Core Services Schedules.
Core Services Schedules	are Schedules CS3 and CS6 annexed to the Scope in Volume 2c.
Customer Relationship Management (CRM)	has the meaning given to it in Annex 09.
CRM System	has the meaning given to it in Annex 09.
Data	is all data, including Personal Data, collected, generated or otherwise processed by the <i>Consultant</i> in the course of Providing the Services.
Data Loss Event	is any event that results, or may result, in unauthorised access to Personal Data held by the Processor for the purposes of this contract, and/or actual or potential and/or destruction of Personal Data in breach of this Agreement, including any Personal Data breach.
Data Protection Impact Assessment	is an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
Data Subject	is an individual who is the subject of Personal Data.
Data Subject Request	is a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
Data Protection Legislation	is: <ul style="list-style-type: none"> <li>• the General Data Protection Regulation (EU 2016/679);</li> <li>• the Law Enforcement Directive (LED) (Directive EU 2016/680);</li> <li>• the Data Protection Act 2018; and</li> <li>• any other data protection laws and regulations applicable in England.</li> </ul>

Deed of Agreement	means the deed of agreement at Volume 1 of this contract entered into by the <i>Employer</i> and the <i>Consultant</i> on the Contract Date.
Deliverables Matrix	is as defined in section S530.1.
Delivery Phases	are Delivery Phase 1 to Delivery Phase 5 inclusive, all as described in section S205.1.
Deposited Software	is the Software the Source Code of which is to be placed in escrow as required by the <i>Service Manager</i> and notified to the <i>Consultant</i> from time to time including as identified in the Software Schedule.
Design for the Development Consent Order	is the design information submitted to the Planning Inspectorate by the <i>Employer</i> in support of the DCO application (see link in <b>Annex 02</b> ).
Design Manual for Roads and Bridges (DMRB)	is the document of that name set out in <b>Annex 02</b> .
Design Requirements	has the meaning given to it in Schedule PS1 (Design Management and Assurance).
Designated Funds	are the funds held by the <i>Employer</i> as part of its RIS2 funding and not ringfenced within the Project Budget, for the delivery of additional benefits.
Development Consent Order (DCO)	is the overarching document which provides the consenting framework for the Project and grants the <i>Employer</i> permission to construct and operate the Project.
Department for Transport	<ul style="list-style-type: none"> <li>• is the UK government department responsible for transport matters</li> </ul>
Disclosing Party Group	<p>is where the disclosing Party is</p> <ul style="list-style-type: none"> <li>• the <i>Consultant</i>, the <i>Consultant</i> and any Affiliates of the <i>Consultant</i>; and</li> <li>• the <i>Employer</i>, the <i>Employer</i> and any Central Government Body with which the <i>Employer</i> or the <i>Consultant</i> interacts in connection with this contract.</li> </ul>

A Disclosure Request	is a request for information relating to this contract received by the <i>Employer</i> pursuant to the Freedom of Information Act 2000 and Environmental Information Regulations 2004 or otherwise.
Discrimination Acts	are the Equality Act 2010 and any predecessor statutes.
Documentation	<p>is descriptions of the <i>services</i>, the <i>Consultant's</i> service solution, performance measures, details of the DP Software (including (i) vendors and versions for off-the-shelf components and (ii) source code and build information for proprietary components), relevant design and development information, technical specifications of all functionality including those not included in standard manuals (such as those that modify system performance and access levels), configuration details, test scripts, user manuals, operating manuals, process definitions and procedures, and all such other documentation as</p> <ul style="list-style-type: none"> <li>• is required to be supplied by the <i>Consultant</i> to the <i>Service Manager</i> under this contract,</li> <li>• would reasonably be required by a competent third party capable of Good Industry Practice contracted by the <i>Employer</i> to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that Provide the Services or make use of the <i>service</i>,</li> <li>• is required by the <i>Consultant</i> in order to Provide the Services and</li> </ul> <p>has been or is generated in order to Provide the Services.</p>
DP Software	is Specially Written Software, Consultant Software and Third Party Software.
EEA	is the European Economic Area.
Electronic Document Management System (EDMS)	is the software provided by the Integration Partner for the purpose of document and records management within the Project, and the associated processes and procedures inherent in performing the function.

Employee Data	is any and all Personal Data of an employee of a Party which is disclosed in relation to this contract.
Employment and Skills Plan	is the document described in Annex 6 of the Scope.
Equality Diversity and Inclusion (EDI)	<p>Equality is about ensuring everybody has an equal access and opportunity and that they are not treated differently or discriminated against because of their characteristics.</p> <p>Diversity is about taking account of the differences between people and groups of people and placing a positive value on those differences.</p> <p>Inclusion is about all people regardless of who they are, feeling and being valued and welcomed.</p>
End User Computing (EUC)	is how users, through devices, systems and software are able to access their applications and data.
EUC Device	is a laptop, desktop, smartphone, touchpad or any other tool used by an end user to operate a computer function.
Fault Free Running	is as defined in the Project Contracts.
Federated Model	<p>ISO 19650-1 defines federated Information Models as meaning composite Information Models that include information models from separate sources.</p> <p>The Federated Model is a sub-set of the PIM. The Federated Model includes asset geometry and structured data.</p>
Final Business Case	is the final business case for the Project as submitted to the Secretary of State in accordance with the HMT Green Book. (Appraisal and Evaluation in Central Government)
Finance Director	is the <i>Employer's</i> appointed finance director for the Project.
Forecast of Defined Cost	is, in respect of each Project Contract, a forecast of Defined Cost (as such term is defined in the relevant Project Contract) to be submitted by the relevant Project Contractor in

	accordance with the provisions of the Project Contract.
Free Flow Charging Contract	is this contract to be awarded by the <i>Employer</i> for the collection of user charges from the completed Project.
General Systems Requirements	are those parts of the <i>services</i> as set out in the General Systems Requirements Schedules.
General Systems Requirements Schedule	is Schedule SP1 annexed to the Scope 2a.
Geographic Information System (GIS)	A system designed to capture, store, manipulate, analyse, manage, and present all types of geographical data.
GIS Model	is the GIS model for the Project, developed by the Technical Partner and to be maintained and assured by the Technical Partner in accordance with the Technical Partner Contract.
Good Industry Practice	is at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a skilled and experienced person or body engaged in services similar to the <i>services</i> to a customer like the <i>Employer</i> , such supplier seeking to comply with its contractual obligations in full and complying with any applicable laws.
Head of Commercial	is the <i>Employers</i> appointed Head of Commercial for each Project Contract or the Project.
Health and Safety File (For info only)	is as per the meaning given to it in the Construction (Design and Management) Regulations 2015.
Highways England Passport	is a safety certification issued by the <i>Employer</i> for working on the Strategic Road Network. The aim of the Highways England Passport scheme is to set a common standard for all workers across the supply chain. The Highways England Passport aims to simplify the method of gaining access to construction sites with a personalised smart card, assuring the

	competency, qualification and fitness to work of the <i>Employer's</i> construction workforce. It will make it simpler for staff to transfer between sites and for companies to verify that the people who work for them have the training, qualifications and competencies to work on any site. The smartcard system is a single database accessible by all applicable license holders. This system can record training, competence, tool box talks, notify expiry dates, data sharing and migration on individuals moving between service providers which can be read by a variety of devices, including mobile phones.
ICT Location	is any office or compound that is under the management of the Integrated Client Team and not the Project Contractor or Others.
ICT Services	are any services being provided to the <i>Employer</i> by a member of the ICT in relation to the Project.
Inclusion Action Plan	the plan developed based on intelligence and data that sets out the actions to be undertaken to ensure the working environment is accessible and inclusive for all regardless of their personal characteristics and that diverse customer and community needs are heard, valued and taken into account when designing, constructing and maintaining the road network. It is the document described in Annex 6 of the Scope.
Indemnified Person	is the <i>Employer</i> and each and every person to whom the <i>Employer</i> (or any direct or indirect sub-licensee of the <i>Employer</i> ) sub-licenses, assigns or novates any Relevant IPRs or rights in Relevant IPRs in accordance with this contract.
Information Execution Plan (IEP)	a plan that explains how the information management aspects of the appointment will be carried out by the delivery team.
Information Security Requirements	are the information security requirements set out in section 2 of <b>Annex 09</b> .
Information Systems	can be a combination of hardware, software, infrastructure and trained personnel organised to facilitate planning, control, coordination and decision making in an organisation.

Intelligent Transport Systems (ITS)	are the systems to be supplied to the <i>Employer</i> under a separate another contract or contract(s) for SCADA connections between the Project Works and the <i>Employer's</i> operating centre at Godstone.
In-Place Archiving	is a function of the Microsoft Exchange Server that maintains control of an organisation's messaging data by eliminating the need for personal store (.pst) files and allowing users to store messages in an archive mailbox by using Microsoft Outlook and Outlook on the web (formerly known as Outlook Web App).
Integrated Client Team (ICT)	is the <i>Employer</i> entity responsible for managing the integration and delivery of the Project Contracts comprising <ol style="list-style-type: none"> <li>1. the <i>Employer</i></li> <li>2. the <i>Consultant</i></li> <li>3. the Integration Partner and</li> <li>4. the Technical Partner.</li> </ol>
Integrated Project Controls	are the planning, scheduling and risk management controls for the Project to be developed by the Integration Partner in accordance with the Integration Partner Contract
Integrated Project Programme	is the integrated programme for the Project to be developed by the Integration Partner in accordance with the Integration Partner Contract.
Integration Partner	is Jacobs UK Ltd or any replacement Integration partner notified to the <i>Consultant</i> by the <i>Service Manager</i> .
Integration Partner Contract	is the contract between the <i>Employer</i> and the Integration Partner for the provision of Integration Partner services in relation to the Project.
Integration Partner Services Manager	is the service manager under the Integration Partner Contract
IPRs Claim	is any claim against any Indemnified Person of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any Relevant IPRs save for any such claim to the extent that it is caused by any use by or on behalf of that Indemnified Person of

	any Relevant IPRs, or the use of the Client Software by or on behalf of the <i>Consultant</i> , in either case for a purpose not reasonably to be inferred from the Scope or the provisions of this contract.
Intellectual Property Rights or IPRs	are copyright and related rights, database rights, design rights, patents, inventions, trade marks (and goodwill attaching to those trade marks), domain names, applications for and the right to apply for any of the foregoing, moral rights, confidential information and any other intellectual or industrial property rights, whether or not registered or capable of registration, whether subsisting now or in future in any part of the world.
Interim Advice Note (IAN) Information only	Interim advice notes are official instructions to amend documented standards. Interim Advice Notes are withdrawn once their contents are adopted into the relevant standard, or otherwise become obsolete.  These have now been replaced by either “Temporary Instruction Notes (TIN)” or “Safety Instructions.”
Joiners, Movers and Leavers (JML)	is a process or set of processes to facilitate the controlled inclusion of new staff, transfer of current staff or removal of departing staff in relation to the infrastructure and points of interface within an organisation.
Joint Controllers	means where two or more Controllers jointly determine the purposes and means of processing.
Lean	is a method of producing what a client wants, when he/she wants it, with a minimum of waste and to a high level of quality.
LEAN Maturity Assessment (HELMA)	An assessment which aims to help organisations in the <i>Employer's</i> supply chain determine the extent to which they have adopted lean principles.

Lean Continual Improvement	technique that generates ideas for efficient ways of working whilst maintaining a focus on the requirements of the customer.
Local Road Network	are roads which are not maintained by the <i>Employer</i> as part of the Strategic Road Network
Major Incident	<p>is defined as an incident that has, or is likely to have, a major impact on the ability of the business to maintain services during agreed operational hours. An outage or complete loss of functionality of a critical or key application or service.</p> <p>The incident could result in:</p> <ul style="list-style-type: none"> <li>• an emergency situation</li> <li>• security risks or threat</li> <li>• Highways England reputation (Health Safety Security and Environment (HSSE)) could be adversely affected</li> <li>• multiple locations/businesses or significant user impacted.</li> </ul>
Manual of Contract Documents for Highway Works (MCHW). For info only	is the document of that name as set out in Annex 02.
Maximum Tolerable Period of Disruption (MTPoD)	is the maximum tolerable period of disruption before return to normal service levels.
Mobilisation Activities	are the services which the <i>Consultant</i> provides during the Mobilisation Phase, as stated in the Scope and including those described as such in the Services and Systems Schedules.
Mobilisation Phase	is the period from the <i>starting date</i> until 60 days after the <i>starting date</i> during which the <i>Consultant</i> provides the Mobilisation Activities in accordance with the Mobilisation Plan, in collaboration with the Technical Partner and the <i>Service Manager</i> and the Integration Partner, to prepare to Provide the Services for the duration of the Project.

Mobilisation Plan	is the <i>mobilisation plan</i> describing how the <i>Consultant</i> will deliver the Mobilisation Activities, as set out in Contract Data Part Two unless later changed in accordance with this contract.
Nonconformity	has the meaning give in BE EN ISO 9000:2015.
OCI Phase	is Delivery Phase 2 as described in section S205.1.
The Official Secrets Act	is the Official Secrets Act 1989 and any predecessor statutes.
Open Source Software	is software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPRs in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge.
Optional Services	are those optional parts of the <i>services</i> as set out in Volume 2a.
Optional Services Schedules	are Schedules OS1 to OS8 inclusive annexed to the Scope. Note not all are relevant to the <i>services</i> , some are for information only.
OSS	is the Open Source Software listed in the Software Schedule.
Outline Business Case	is the outline business case for the Project as submitted to the Secretary of State in accordance with the HMT Green Book (Appraisal and Evaluation in Central Government).
Performance Level	is a performance level of the Collaborative Performance Framework.
Personal Data	is any data relating to an identified or identifiable individual that is within the scope of protection as “personal data” under the Data Protection Legislation
Phase Specific Services	are those parts of the <i>services</i> as set out in the Phase Specific Services Schedules

Phase Specific Services Schedules	are Schedules PS7, PS8 and PS10 annexed to the Scope.
Procurement Policy Note (PPN)	guidance notes produced by the Cabinet Office on the implementation of the procurement regulations in England and Wales.
Prohibited Substance	is any intoxicating substance, or alcohol, or drugs.
Project	is the Lower Thames Crossing programme.
Project Baseline Programme	is the baseline programme for the Project, which forms part of the Project Budget.
Project Budget	is the <i>Employer's</i> Form 300 assured project estimate for the Project.
Project Contract Completion	is, in respect of each of the Project Contracts, the completion of the Project Works as defined therein and in accordance with the requirements thereof.
Project Consent	is any license, permit, consent, authorisation, assent or other approval required for the Project Works or any part thereof.
Project Consents and Commitments Register	is the <i>Employer's</i> register of Project Consents and commitments which have been made and with which it is required to comply.
Project Contract	is a contract entered or to be entered into between the <i>Employer</i> and a Project Contractor for the delivery of one or more of the three main works packages described in section S110.2.
Project Contractor	is a contractor engaged or to be engaged by the <i>Employer</i> to deliver one or more of the three main works packages described in section S110.2.
Project Contractor Systems	are all of the electronic systems, software and their associated process and functions which are within the control and operation of a Project Contractor.
Project Contract Scope	is the scope of works contained in the relevant Project Contract.

Project Control Framework (PCF)	has the meaning given to it in the Project Control Framework Handbook.
Project Control Framework Handbook	is the document of that name set out in <b>Annex 02</b> .
Project Design Authority	has the meaning given to it in the Integration Partner Contract.
Project Director	is the <i>Employer's</i> appointed project director for the Project.
Project Information Model (PIM)	represents the entire body of information hosted within the CDE. It includes documentation, geometrical models, and non-geometrical assets. In using this central source of information, collaboration between Project members is enhanced, mistakes reduced, and duplication avoided.
Project Information Systems	are all Information Systems to be used in connection with the Project as set out in Schedule SP1 (General Systems Requirements) section SP1-0002.
Project Manager	is in respect of each of the Project Contracts, the individual appointed as the " <i>Project Manager</i> " as defined in that Project Contract.
Project Management Office (PMO) Project Manager	is the <i>Employer's</i> project management function for the Project.
Project Owner Controlled Insurance Policy	is the <i>Employer's</i> combined insurance policy for the Project, as described in the Project Contracts.
Project Quality Management System (PQMS)	is the quality management system for the Project to be developed by the Integration Partner.
Project Requirements	are the requirements for the Project as set out in the document entitled "Project Requirements" as set out in <b>Annex 02</b> .
Project Risk and Opportunities Register	is the document of that name set out in <b>Annex 02</b> .

Project Site Offices and Compounds	are any Project-related offices or compounds that are not under the management of the Integrated Client Team but under the management of entities that include the Project Contractors, their subcontractors or Others.
Project Works	are the works to be designed, constructed, completed, tested and commissioned by the Project Contractors under the Project Contracts.
Project Supplier	is the <i>Employer's</i> supply chain responsible for carrying out a project, scheme, programme or part of a project, scheme or programme under a contract with the <i>Employer</i> and may include, for example-: main works contractors, designers or consultants, technical advisers, delivery partners, value chain suppliers, category suppliers, and their supply chains etc. or any other Party that has a contract with Highways England for which the <i>Consultant</i> is required to Provide the Services.
Protective Measures	are appropriate, technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it including those outlined in PPN 02/18.
Public Interest Test	See below under "The Public Interest Test"
Quality Management Points	are points accrued by the <i>Consultant</i> in accordance with the Scope.
Quality Plan	is the quality plan required to be provided by the <i>Consultant</i> in accordance with this contract including in accordance with the requirements of ISO 9001:2015.
Quality Statement	is the quality document submitted by the <i>Consultant</i> at time of tender.

RACI Matrix	is a responsibility assignment chart that maps out every task, milestone or key decision involved in completing a project and assigns which roles are responsible for each action item, which personnel are accountable, and, where appropriate, who needs to be consulted or informed.
Recipient	is the Party which receives or obtains directly or indirectly Confidential Information.
Relevant IPR	is IPRs used to Provide the Services or as otherwise provided and licensed by the <i>Consultant</i> (or to which the <i>Consultant</i> has provided access) to the <i>Employer</i> or a third party in the fulfilment of the <i>Consultant's</i> obligations under this contract including IPRs in the Specially Written Software, the Consultant Software, the Consultant Background IPRs and the Third Party Software but excluding any IPRs in the Client Software and the Client Background IPRs.
Review Stage	is the period commencing 12 weeks prior to the end of each Delivery Phase (other than Phase 5) and ending on commencement of the next Delivery Phase during which the parties review the provision of the <i>services</i> and consider any efficiency gains or other changes which may benefit the Project.
Risk Quota	has the meaning given to it in each of the Project Contracts.
Risk and Opportunities Register	is that part of the Project Risk and Opportunities Register identified as such, setting out risks and opportunities relevant to the <i>services</i> .
Road Open for Traffic Date	is the date specified for open for traffic in the Project Contracts.
Security Incident	is a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Data.

Service Provider System	are the <i>Consultant's</i> (service provider/supplier) IT systems/applications which they use to provide services to the <i>Employer</i> .
Services and Systems Schedules	are the Services Schedules and the General Systems Requirements Schedules, which together set out the detailed requirements for the <i>services</i> .
Services Schedules	are the Core Services Schedules, the Phase Specific Services Schedules and the Optional Services Schedules together.
Service Contract Management Plan	is the Service Contract Management Plan provided by the <i>Consultant</i> in accordance with Scope Volume 2c
Stage Gate Assessment Review (SGAR)	is a stage gate assessment review under the Project Control Framework.
Simple Mail Transfer Protocol (SMTP)	is a protocol for sending e-mail messages between servers.
SME	is an enterprise within the category of Small, Medium or Micro Enterprises defined by the European Commission Recommendation of 6 May 2003 concerning the definition of Small, Medium or Micro Enterprises. A SME is a Subcontractor or a subcontractor to a Subcontractor and is autonomous and is a European Union enterprise not owned or controlled by a non-European Union parent company.
Software Supporting Materials	are <ul style="list-style-type: none"> <li>• the Documentation, Source Code and the Object Code of the Specially Written Software and</li> <li>• all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software.</li> </ul>
Software Schedule	is the <i>software schedule</i> unless later changed in accordance with this contract.

Source Code	is computer programs and data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software.
Specially Written Software	<p>is any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the <i>Consultant</i> (or by a subcontractor (at any stage of remoteness from the <i>Employer</i>) or other third party on behalf of the <i>Consultant</i>) specifically for the purposes of this contract, including</p> <ul style="list-style-type: none"> <li>• any Consultant Background IPRs that are embedded in or which are an integral part of such software and</li> <li>• any modifications or enhancements to Consultant Software or Third Party Software created specifically for the purposes of this contract.</li> </ul>
Staff	are persons employed or engaged by the <i>Consultant</i> , or an Associated Company, or any subcontractor (at any stage of remoteness from the <i>Employer</i> ), to Provide the Services at any time.
Statutory Undertakers (Info only re Volume 2c)	Persons authorised by any enactment to carry on any railway, light railway, tramway, road transport, water transport, canal, inland navigation, dock, harbour, pier or lighthouse undertaking or any undertaking for the supply of hydraulic power and a relevant airport operator.
Strategic Risk	has the meaning given to it in each of the Project Contracts.
Strategic Road Network	Is the network of roads managed by the <i>Employer</i> . The network comprises of the majority of motorways and many of the main A roads in England.
Standards	a suite of documents defined in the contract (i.e. DMRB, MCHW, etc.) that ensure a consistent,

(Info only)	safe and acceptable level of performance for the various aspects to which they relate.
Structured Innovation	technique that generates ideas for efficient ways of working, contributing to cost savings.
Sub-Processor	is a third party (including Associated Company) engaged by the <i>Consultant</i> to process Data.
Supervisory Authority	is any regulatory, supervisory, governmental or other competent authority with jurisdiction or oversight over the Data Protection Legislation.
Supply Chain Portal	is the <i>Employer's</i> supply chain portal referenced in <b>Annex 02</b> .
Technical Approval (Info only)	the submission of proposals for agreement by the Technical Approval authority and the subsequent provision and acceptance of certificates confirming that the design, assessment, specification or construction works complies with the agreed approval in principle and design/assessment and specification certificates as appropriate.
Target Contract Budget	is the target budget for each of the Project Contracts as set out therein.
Technical Partner Contract	is the contract between the <i>Employer</i> and the Technical Partner for the provision of technical services in relation to the Project.
Technical Partner Contract Scope	is the scope of services contained in the Technical Contract (or any task order issued pursuant thereto).
Technical Partner Services Manager	Is the service manager for the Technical Partner Contract
Temporary Instruction Notes (Info only re Volume 2c)	<p>official instructions to amend documented standards. Temporary Instruction Notes are withdrawn once their contents are adopted into the relevant standard, or otherwise become obsolete.</p> <p>Until early 2020 these were referred to as Interim Advice Notes (IAN) is the scope of services</p>

	contained in the Technical Contract (or any task order issued pursuant thereto).
Tender Commitment(s)	Are the tender commitments set out in the Tender Commitments Statement (as defined in Volume 1).
Third Party Tender	is a party to a Third Party Agreement, other than the <i>Employer</i> .
Third Party Agreements	are those agreements, covenants, land access agreements, easements, restrictions, reservations, encumbrances and statutory agreements to be provided to the <i>Consultant</i> by the <i>Employer</i> in accordance with Schedule PS7 – Utilities Management and Third Party Agreements Support (including arrangements relating to any works undertaken pursuant to NRSWA), together with any new or amended agreements, covenants, easements, restrictions, reservations, encumbrances and statutory agreements relating to or affecting the “works” between the “ <i>Employer</i> ” and any Third Party which are notified to the <i>Consultant</i> in an instruction issued by the <i>Service Manager</i> .
Third Party Requirements Plan	is a plan produced by the Integration Partner.
Third Party Software	is software which is proprietary to any third party (other than an Affiliate of the <i>Consultant</i> ) which in any case is, will be or is proposed to be used by the <i>Consultant</i> for the purposes of Providing the Services, including the software specified as such in the Software Schedule and including OSS.
Transport Infrastructure Efficiency Strategy	is the document referenced in Annex 02.
Transport Infrastructure Skills Strategy	is the document referenced in Annex 02.
Tunnel Administrative Authority	has the meaning given to it in the “Road Tunnel Safety Regulations 2007”.
Tunnel Manager	has the meaning given to it in the Road Tunnel Safety Regulations 2007.

Tunnel Safety Case	has the meaning given to it in the Road Tunnel Safety Regulations 2007.
Tunnel Safety Officer	has the meaning given to it in the Road Tunnel Safety Regulations 2007.
Voluntary, Community and Social Enterprise (VCSE)	is, a non-governmental organisation that is value-driven which principally reinvests its surpluses to further social, environmental or cultural objectives. VCSEs include small local community and voluntary groups, registered charities, foundations, trusts and the growing number of social enterprises and co-operatives.
The Public Interest Test	the Public Interest Test requires a public authority, or oversight body, weigh the harm that disclosure would cause to the protected interest against the public interest saved by disclosure of the information.
List of Acronyms	
BCP	Business Continuity Plan.
BIM	Building Information Modelling.
BRCF	Benefit Realisation Capture Form.
BYOCD	Bring Your Own Corporate Device.
CAD	Computer Aided Design.
CDE	Common Data Environment.
CDM	The Construction (Design and Management) Regulations 2015.
CDR	Common Data Rate.
CEMAR	The Employer Contract Event Management Analytics and Reporting as described in <b>Annex 09</b> .
CRaMS	Commercial Reporting and Monitoring System.
CRM	Customer Relationship Management.
CRMT	Commitments and Requirements Management Tool.
DCO	Development Consent Order.

DLOA	Detailed Local Operating Agreement.
DMRB	Design Manual for Roads and Bridges.
EDMS	Electronic Document Management System.
EEA	European Economic Area.
EUC	End User Computing.
EVM	Earned Value Management.
GMPP	Government Major Projects Portfolio.
GIS	Global Information System.
HSE	Health and Safety Executive.
ICT	Integrated Client Team.
IPRs	Intellectual Property Rights.
ITS	Intelligent Transport Systems.
JML	Joiners, Movers and Leavers.
LAN	Local Area Network.
MMR	Monthly Management Review.
MCHW	Manual of Contract Documents for Highway Works.
MToPD	Maximum Tolerable Period of Disruption.
NRSA	New Roads and Streetworks Act 1991.
PCF	Project Control Framework.
PIM	Project Information Model.
PMO	Project Management Office.
QCRA	qualitative cost risk analysis.
QSRA	qualitative schedule risk analysis.
RIS	Roads Investment Strategy.

SGAR	Stage Gate Assessment Review.
SMTP	Simple Mail Transfer Protocol.
SME	Small to Medium Enterprise.
TBM	Tunnel Boring Machine.
VCSE	Voluntary, Community and Social Enterprise.
VLAN	Virtual Local Area Network.
WBS	Work Breakdown Structure.



**Highways England Company Limited**

## **Scope**

### **Annex 02 - Reference Documents**

Scope Reference	Document Name	Published by / Available from
Annex 6 (Appendix D)	A guide to apprenticeships March 19	See folder in E-TENDERING SYSTEM
S516.3 S516.4	Air quality strategy ( <i>Employer's</i> )	<a href="https://www.gov.uk/government/publications/highways-england-air-quality-strategy">https://www.gov.uk/government/publications/highways-england-air-quality-strategy</a>
PS8-01	Ancillary Contracts	To be provided during mobilisation phase or as and when awarded.
Annex 12 1.13	Annual Communications Plan	See folder in E-TENDERING SYSTEM
Annex 12 1.1.1	Annual Communications Strategy	<a href="https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/490543/S150617_Communications_Strategy.pdf">https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/490543/S150617_Communications_Strategy.pdf</a>
Annex 6 Appendix D	Apprenticeship data collection form	See folder in E-TENDERING SYSTEM
Annex 6 Appendix A	Apprenticeship Standard	<a href="https://www.instituteforapprenticeships.org/apprenticeship-standards/">https://www.instituteforapprenticeships.org/apprenticeship-standards/</a>
Info only	Asset Data Management Manual	<a href="http://www.standardsforhighways.co.uk/ha/standards/admm/index.htm">http://www.standardsforhighways.co.uk/ha/standards/admm/index.htm</a>
PS7-01	Baseline instrumentation and monitoring data	To be provided during mobilisation phase.
Annex 7 1.1.3	Behavioural Maturity Framework	See folder in E-TENDERING SYSTEM
Annex 11 1.5	Benefits Realisation Capture Forms	<a href="https://kol.withbc.com/HA-Lean/">https://kol.withbc.com/HA-Lean/</a>
Annex 4 1,2,3 & 5.1.1 ,5,1.2 &	BPSS Form and guidance	See folder in E-TENDERING SYSTEM

Appendix A		
Annex 4	BPSS Privacy Notice	See folder in E-TENDERING SYSTEM
S502	Business continuity plan template	See folder in E-TENDERING SYSTEM
S509	Bribery Act 2010	<a href="http://www.legislation.gov.uk/ukpga/2010/23/contents">http://www.legislation.gov.uk/ukpga/2010/23/contents</a>
Annex 4. 1.1.2 & 1.2.3	Cabinet Office Website	<a href="https://www.gov.uk/government/publications/security-policy-framework">https://www.gov.uk/government/publications/security-policy-framework</a>
S1400	Cabinet Office Government Construction Strategy (May 2011 and 2016)	<a href="https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/61152/Government-Construction-Strategy_0.pdf">https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/61152/Government-Construction-Strategy_0.pdf</a> <a href="https://www.gov.uk/government/publications/government-construction-strategy-2016-2020">https://www.gov.uk/government/publications/government-construction-strategy-2016-2020</a>
S555	Cabinet Office Freedom of Information Code of Practice	<a href="https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/744071/CoP_FOI_Code_of_Practice_-_Minor_Amendments_20180926.pdf">https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/744071/CoP_FOI_Code_of_Practice_-_Minor_Amendments_20180926.pdf</a>
S535	CEN/TS 16880	<a href="https://standardsdevelopment.bsigroup.com/projects/2015-00837">https://standardsdevelopment.bsigroup.com/projects/2015-00837</a>
S544	Collaborative Performance Framework (CPF)	See folder in E-TENDERING SYSTEM
S806.2	Commercial reporting and monitoring system	<a href="https://supplychainportal.highways.gov.uk/commperf/SitePages/Home.aspx">https://supplychainportal.highways.gov.uk/commperf/SitePages/Home.aspx</a>
Annex 5 1.2.10	Complaints procedure	See folder in E-TENDERING SYSTEM

S508.3	Conflict of interest form (declaration of interest)	See folder in E-TENDERING SYSTEM
Info only	Considerate Constructor Scheme's Code of Considerate Practice	<a href="https://www.ccscheme.org.uk/ccs-ltd/code-of-considerate-practice-2/">https://www.ccscheme.org.uk/ccs-ltd/code-of-considerate-practice-2/</a>
Info only	Construction (Design and Management) Regulations 2015	<a href="http://www.legislation.gov.uk/uksi/2015/51/contents/made">http://www.legislation.gov.uk/uksi/2015/51/contents/made</a>
PS8	Contract Control Framework	See folder in E-TENDERING SYSTEM
S555.6	Crown Commercial Services Guidance Note Publication of Government Tenders & Contracts November 2017 or later revision or replacement.	<a href="https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/666728/Guidance_Publication_of_New_Central_Government_Tender_documents_and_Contracts_2017__1__1_.pdf">https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/666728/Guidance_Publication_of_New_Central_Government_Tender_documents_and_Contracts_2017__1__1_.pdf</a>
Annex 5 1.2.2	Customer Service Strategic Plan	See under <i>Employer's</i> Customer Service Strategic Plan
Annex 5 1.2.2	Customer Service Strategy – Better Journeys and Better Conversations	<a href="https://www.gov.uk/government/publications/customer-service-strategy">https://www.gov.uk/government/publications/customer-service-strategy</a>
Annex 8	Data Handling Policy	See under <i>Employer's</i> Data Handling Policy
Annex 8	Data Protection Act 2018	<a href="https://www.gov.uk/government/publications/data-protection-bill-general-processing">https://www.gov.uk/government/publications/data-protection-bill-general-processing</a>
Annex 8	Data Protection Legislation	The General Data Protection Regulation (EU 2016/679); The Law Enforcement Directive (LED) (Directive EU 2016/680); The Data Protection Act 2018;
S508.3	"Declaration of Interest"	(see Conflict of interest form above)
Annex 11	Delivery Plan	see under Highways England Delivery Plan

Info only	Design Manual for Roads and Bridges	<a href="http://www.standardsforhighways.co.uk/ha/standards/dmrb/index.htm">http://www.standardsforhighways.co.uk/ha/standards/dmrb/index.htm</a>
PS7	Development Consent Order	To be provided when granted
Annex 6	Dignity at Work Guidance	See folder in E-TENDERING SYSTEM
Annex 4 2.6.3	Disclosure and Barring Service	<a href="https://www.gov.uk/government/organisations/disclosure-and-barring-service/about">https://www.gov.uk/government/organisations/disclosure-and-barring-service/about</a>
CS6	Document Management and Business Collaborator (BC) Training	To be provided during mobilisation phase.
Annex 15	Driving for better business	<a href="https://www.drivingforbetterbusiness.com/">https://www.drivingforbetterbusiness.com/</a>
S562.4	Efficiency Register	See folder in E-TENDERING SYSTEM
S517.4	<i>Employer's biodiversity plan</i>	<a href="https://www.gov.uk/government/publications/biodiversity-plan">https://www.gov.uk/government/publications/biodiversity-plan</a>
Annex 5 1.2.10	<i>Employer's Corporate Complaints Process</i>	See under Complaints procedure above
Annex 5 1.2.2	<i>Employer's Customer Service Strategic Plan</i>	See folder in E-TENDERING SYSTEM
Annex 8	<i>Employer's Data handling policy</i>	See folder in E-TENDERING SYSTEM
S517.2	<i>Employer's environmental strategy</i>	<a href="https://www.gov.uk/government/publications/highways-england-environment-strategy">https://www.gov.uk/government/publications/highways-england-environment-strategy</a>
Annex 15	<i>Employer's Home Safe and Well approach</i>	<a href="http://assets.highwaysengland.co.uk/about-us/Home+Safe+and+Well+Strategy+2019.pdf?mc_cid=de3a1efc68&amp;mc_eid=e5a8156d10">http://assets.highwaysengland.co.uk/about-us/Home+Safe+and+Well+Strategy+2019.pdf?mc_cid=de3a1efc68&amp;mc_eid=e5a8156d10</a>

S513	<i>Employer's</i> Information Security Data Security Standard	See under "Highways England's Information Security Data Security Standard"
Annex 12 1.4	<i>Employer's</i> Social Media Policy	<a href="https://www.gov.uk/government/organisations/highways-england/about/social-media-use">https://www.gov.uk/government/organisations/highways-england/about/social-media-use</a>
S517.2	<i>Employer's</i> Sustainable Development Strategy	<a href="https://www.gov.uk/government/publications/highways-england-sustainable-development-strategy">https://www.gov.uk/government/publications/highways-england-sustainable-development-strategy</a>
Info only	<i>Employer's</i> "Road to Good Design"	The road to good design: Highways England's design vision and principles
S516/ S517	Environment Protection Act 1990	<a href="http://www.legislation.gov.uk/ukpga/1990/43/contents">http://www.legislation.gov.uk/ukpga/1990/43/contents</a>
S516/ S517	Environmental Information Regulations 2004 or later revision or replacement.	Environmental Regulations 2004
S517.2	Environmental Strategy	See <i>Employer's</i> Environmental Strategy
S507 and Annex 6	Equal Opportunities Policy	See folder in E-TENDERING SYSTEM
S507 and Annex 6 2.4.3	Equality Act 2010	<a href="http://www.legislation.gov.uk/ukpga/2010/15/contents">http://www.legislation.gov.uk/ukpga/2010/15/contents</a>
S555.4	Freedom of Information Act 2000 or later revision or replacement.	<a href="http://www.legislation.gov.uk/ukpga/2000/36/contents">http://www.legislation.gov.uk/ukpga/2000/36/contents</a>
S516.6	Government Buying Standards Transport 2017	<a href="https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs">https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs</a>
S1405	Government's Strategy for Building Information Modelling (BIM) – Cabinet Office Government Construction Strategy papers (May 2011 and 2016)	<a href="https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/61152/Government-Construction-Strategy_0.pdf">https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/61152/Government-Construction-Strategy_0.pdf</a>

		<a href="https://www.gov.uk/government/publications/government-construction-strategy-2016-2020">https://www.gov.uk/government/publications/government-construction-strategy-2016-2020</a>
Annex 11 1.3.6	Guidance on Knowledge Transfer Packs	<a href="https://kol.withbc.com/HA-Lean/">https://kol.withbc.com/HA-Lean/</a>
Annex15	GG128 Requirements for reporting incidents, events and undesirable circumstances: health, safety, wellbeing, structural and environmental	<a href="http://www.standardsforhighways.co.uk/ha/standards/dmr/vol0/section2/GG%20128%20Requirements%20for%20reporting%20incidents%20events%20and%20undesirable%20circumstances%20-web.pdf">http://www.standardsforhighways.co.uk/ha/standards/dmr/vol0/section2/GG%20128%20Requirements%20for%20reporting%20incidents%20events%20and%20undesirable%20circumstances%20-web.pdf</a>
Annex 15	Health and Safety at Work Act	<a href="http://www.legislation.gov.uk/ukpga/1974/37/contents">http://www.legislation.gov.uk/ukpga/1974/37/contents</a>
Annex 15	Health and safety policies, procedures, and guidance notes	<a href="http://www.highwayssafetyhub.com/">http://www.highwayssafetyhub.com/</a>
Annex 15	HSG Managing for Health and Safety	<a href="https://www.hse.gov.uk/pubns/books/hsg65.htm">https://www.hse.gov.uk/pubns/books/hsg65.htm</a>
Appendix A to Annex 4 BPSS Form, Guidance Notes, Annex B, Applicant details and identity verification	Her Majesty's Passport Office guidance	<a href="https://www.gov.uk/government/publications/basic-passport-checks">https://www.gov.uk/government/publications/basic-passport-checks</a>
Info only	Highways Authority and Utilities Committee Regulations (HAUC)	<a href="http://hauc-uk.org.uk/category/5/">http://hauc-uk.org.uk/category/5/</a>
Annex 4	Highways England BPSS Privacy Notice (re GDPR)	see under BPSS Privacy notice
S509	Highways England Counter Fraud, Bribery & Corruption Policy & Response Plan	See folder in E-TENDERING SYSTEM
Annex 11 1.2.1	Highways England Delivery Plan	<a href="https://www.gov.uk/government/publications/highways-england-">https://www.gov.uk/government/publications/highways-england-</a>

		delivery-plan-2020-2025
S509	Highways England Fair Payment Charter	See folder in E-TENDERING SYSTEM
S513	"Highways England Information Security Data Security Standard"	See folder in E-TENDERING SYSTEM
Vol 1b Z1	Highways England Licence	<a href="https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/414863/highways-england-framework-document.pdf">https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/414863/highways-england-framework-document.pdf</a>
-	Highways England Non-Disclosure Agreement.	See folder in E-TENDERING SYSTEM-  2 documents:  Non-disclosure agreement (letter with links)  And Highways England Non - disclosure request agreement
Annex 12 1.5	Highways England: Our Visual Identity	See folder in E-TENDERING SYSTEM
Annex 15 1.25.1	Highways England Passport Scheme	<a href="https://www.highwayssafetyhub.com/passport-scheme.html">https://www.highwayssafetyhub.com/passport-scheme.html</a>
Annex 4 – 2.2.1	HMG Baseline Personnel Security Standard v6.0 - May 2018	<a href="https://www.gov.uk/government/publications/government-baseline-personnel-security-standard">https://www.gov.uk/government/publications/government-baseline-personnel-security-standard</a>
S513.2	HMG Government Security Classifications  (May 2018 or any later revision or replacement)	<a href="https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/715778/May-2018_Government-Security-Classifications-2.pdf">https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/715778/May-2018_Government-Security-Classifications-2.pdf</a>
Annex 9 1.2	HMG Security Policy Framework (SPF)	<a href="https://www.gov.uk/government/publications/security-policy-framework">https://www.gov.uk/government/publications/security-policy-framework</a>

	(May 2018 or any later revision or replacement)	
Annex 9 1.2	HMG Security Policy Framework version 1.1 – May 2018	<a href="https://www.gov.uk/government/publications/security-policy-framework">https://www.gov.uk/government/publications/security-policy-framework</a>
Annex 15	Home Safe and Well approach	See under <i>Employer's</i> Home Safe and Well approach
Info only	IANs	<a href="http://www.standardsforhighways.co.uk/ha/standards/ians/index.htm">http://www.standardsforhighways.co.uk/ha/standards/ians/index.htm</a>
S513	Information Security Data Security Standard	See under “Highways England Information Security Data Security Standard
Annex 9	Information Security Incident Management Requirements (July 2019 or any later revision or replacement)	See folder in E-TENDERING SYSTEM
Annex 9	Information Security Secure Data Handling Requirements (March 2019 or any later revision or replacement)	See folder in E-TENDERING SYSTEM
S503.2	Insurance Act 2015	<a href="https://www.legislation.gov.uk/ukpga/2015/4/contents/enacted">https://www.legislation.gov.uk/ukpga/2015/4/contents/enacted</a>
CS3	Integrated Project Controls Manual	To be provided during mobilisation phase.
PS7 PS8	Integration Partner Contract	To be provided during mobilisation phase.
PS7-01	Interface Matrix	To be provided during mobilisation phase.
PS8-01	Invitation To Participate in Dialogue (ITPD) estimates	To be provided during mobilisation phase.

S517/ info only	LA 120 Environmental Management Plans	<a href="http://www.standardsforhighways.co.uk/ha/standards/dmr/vol11/section2/LA%20120%20Environmental%20management%20plans-web.pdf">http://www.standardsforhighways.co.uk/ha/standards/dmr/vol11/section2/LA%20120%20Environmental%20management%20plans-web.pdf</a>
Annex 11 1.5	Lean Benefits Realisation Guide – guidance on BRCF's	<a href="https://kol.withbc.com/HA-Lean/">https://kol.withbc.com/HA-Lean/</a>
Annex 11 1.4.5	Lean Maturity Assessment & A3 format performance report	<a href="https://www.gov.uk/guidance/highways-england-lean-maturity-assessment-helma">https://www.gov.uk/guidance/highways-england-lean-maturity-assessment-helma</a>
Annex 4 2.9.3	List X	<a href="https://www.gov.uk/government/publications/security-requirements-for-list-x-contractors">https://www.gov.uk/government/publications/security-requirements-for-list-x-contractors</a>
CS3-01	LTC Document Control Policy	To be provided during mobilisation phase.
CS3-01	LTC Glossary	To be provided during mobilisation phase.
CS3-01	LTC Outline Business Case	To be provided during mobilisation phase.
CS3-01	LTC Project Management Plan	To be provided during mobilisation phase.
Annex 9 2.4	Major Incident Management August 2019 or any later revision or replacement	See folder in E-TENDERING SYSTEM
Info only	Major Projects Dynamic Roadworks – a vision for the future	See folder in E-TENDERING SYSTEM
Annex 15	Management of Health and Safety at Work Regulations	<a href="http://www.legislation.gov.uk/uksi/1999/3242/contents/made">http://www.legislation.gov.uk/uksi/1999/3242/contents/made</a>
CS3-02	Managing Public Money	<a href="https://www.gov.uk/government/publications/managing-public-money">https://www.gov.uk/government/publications/managing-public-money</a>

Annex 15	Manual Handling Operations Regulations	<a href="http://www.hse.gov.uk/pubns/priced/l23.pdf">http://www.hse.gov.uk/pubns/priced/l23.pdf</a>
Info only	Manual of Contract Documents for Highway Works (MCHW)	<a href="http://www.standardsforhighways.co.uk/ha/standards/mchw/index.htm">http://www.standardsforhighways.co.uk/ha/standards/mchw/index.htm</a>
S507.7	Modern Slavery Act 2015	<a href="http://www.legislation.gov.uk/ukpga/2015/30/contents/enacted">http://www.legislation.gov.uk/ukpga/2015/30/contents/enacted</a>
Info only	Monthly Review Progress Report guidance	See folder in E-TENDERING SYSTEM
Annex 9 1.4	National Cyber Security Centre End user device (EUD) security guidance	<a href="https://www.ncsc.gov.uk/guidance/end-user-device-security">https://www.ncsc.gov.uk/guidance/end-user-device-security</a>
Annex 6	National Skills Academy for Construction	<a href="https://www.citb.co.uk/standards-and-delivering-training/national-skills-academy-for-construction/">https://www.citb.co.uk/standards-and-delivering-training/national-skills-academy-for-construction/</a>
Annex 15	National Examination Board in Occupational Safety and Health (NEBOSH)	<a href="https://www.nebosh.org.uk/home/">https://www.nebosh.org.uk/home/</a>
Annex 9	New Roads and Street Works Act 1991	<a href="http://www.legislation.gov.uk/ukpga/1991/22/contents">http://www.legislation.gov.uk/ukpga/1991/22/contents</a>
Annex 15	Noise at Work Regulations	<a href="http://www.legislation.gov.uk/uksi/1989/1790/contents/made">http://www.legislation.gov.uk/uksi/1989/1790/contents/made</a>
-	Non-disclosure agreement	See under "Highways England non-disclosure agreement"
Annex 12 1.5	'Normal not formal. A guide to our corporate narrative, tone of voice and writing style' See also above "Highways England: Our Visual Identity"	<a href="https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/780470/LEE17_0062_Highways_England_Supplier_Guidance_Version_2a_-_January_2019.pdf">https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/780470/LEE17_0062_Highways_England_Supplier_Guidance_Version_2a_-_January_2019.pdf</a>
Annex 6 (Appendix A)	Occupational descriptors	See folder in E-TENDERING SYSTEM
Annex 4	Part II – The Verification Process of	<a href="https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/780470/LEE17_0062_Highways_England_Supplier_Guidance_Version_2a_-_January_2019.pdf">https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/780470/LEE17_0062_Highways_England_Supplier_Guidance_Version_2a_-_January_2019.pdf</a>

2.2.3	the HMG Baseline Personnel Security Standard (BPSS)	<a href="https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/714002/HMG_Baseline_Personnel_Security_Standard_-_May_2018.pdf">gov.uk/government/uploads/system/uploads/attachment_data/file/714002/HMG_Baseline_Personnel_Security_Standard_-_May_2018.pdf</a>
Annex 4 2.7.1	Part IV – Post Verification Process of the HMG BPSS	<a href="https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/714002/HMG_Baseline_Personnel_Security_Standard_-_May_2018.pdf">https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/714002/HMG_Baseline_Personnel_Security_Standard_-_May_2018.pdf</a>
Annex 6	Pensions Act 2004	<a href="http://www.legislation.gov.uk/ukpga/2004/35/contents">http://www.legislation.gov.uk/ukpga/2004/35/contents</a>
Annex 15	Personal protective Equipment at Work Regulations	<a href="http://www.legislation.gov.uk/uksi/1992/2966/made">http://www.legislation.gov.uk/uksi/1992/2966/made</a>
S705.2	Planning and Scheduling handbook (now called Programme Planning and Scheduling manual)	See folder in E-TENDERING SYSTEM
S555.4	PPN 01/17: Update to the Transparency Principles 16 February 2017 or later revision or replacement.	<a href="https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles">https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles</a>
S508.3	PPN 01/19 Applying Exclusions in Public Procurement, Managing Conflicts of Interest & Whistle Blowing or later revision or replacement.	<a href="https://www.gov.uk/government/publications/procurement-policy-note-0119-applying-exclusions-in-public-procurement-managing-conflicts-of-interest-and-whistleblowing">https://www.gov.uk/government/publications/procurement-policy-note-0119-applying-exclusions-in-public-procurement-managing-conflicts-of-interest-and-whistleblowing</a>
S555.4	PPN 02/17 Promoting Greater Transparency 13 December 2017 or later revision or replacement.	PPN 02/17 Promoting Greater Transparency 13 December 2017
Annex 8 and S512	PPN 02/18: Changes to Data Protection Legislation & General Data Protection Regulation	<a href="https://www.gov.uk/government/publications/procurement-policy-note-0218-changes-to-data-protection-legislation-general-data-protection-regulation">https://www.gov.uk/government/publications/procurement-policy-note-0218-changes-to-data-protection-legislation-general-data-protection-regulation</a>
S 826.2	PPN Procurement Policy Note 01/18: Supply Chain Visibility	<a href="https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file">https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file</a>

		<a href="#">/698482/PPN_0118_Contract_Condition_for_Subcontracting_Supply_chain_spend_on_CF_final.docx.pdf</a>
Info only	Procurement Policy Note (PPN) 11/16 "Procuring Steel in Major Projects – Revised Guidance"	<a href="https://www.gov.uk/government/publications/procurement-policy-note-1116-procuring-steel-in-major-projects-revised-guidance">https://www.gov.uk/government/publications/procurement-policy-note-1116-procuring-steel-in-major-projects-revised-guidance</a>
S516	Procurement Policy Note 7/14 entitled "Implementing Article 6 of the Energy Efficiency Directive"	<a href="https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/316683/PPN_07-14_implementing_article_6_of_the_energy_efficiency_directive.pdf">https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/316683/PPN_07-14_implementing_article_6_of_the_energy_efficiency_directive.pdf</a>
CS3-01 PS8-01 PS10-01	Project Budget	To be provided during mobilisation phase.
CS3-01 PS8-01 PS10-01	Project Contracts	To be provided during mobilisation phase.
S519	Project Control Framework Handbook	See folder in E-TENDERING SYSTEM
S519	Project Control Framework Quick Guide	See folder in E-TENDERING SYSTEM
CS3-01 PS10-01	Project Issues Management and Risk Forecasting Strategy	To be provided during mobilisation phase.
CS3-01	Project Plan Template	To be provided during mobilisation phase.
CS3-01	Project reporting calendar	To be provided during mobilisation phase.
CS3-01	Project Requirements	To be provided during mobilisation phase.
PS10-01	Project Risk and Opportunities Register	To be provided during mobilisation phase.

Annex 6	Recruiting for Success	See folder in E-TENDERING SYSTEM
Annex 4– 2.6.2	Rehabilitation of Offender Act 1974	<a href="http://www.legislation.gov.uk/ukpga/1974/53">http://www.legislation.gov.uk/ukpga/1974/53</a>
info	Roads Investment Strategy (RIS)	<a href="https://www.gov.uk/government/collections/road-investment-strategy">https://www.gov.uk/government/collections/road-investment-strategy</a>
PS10-01	Risk Management Plan	To be provided during mobilisation phase.
S535	Risk Management Policy and Strategy (“Highways England’s Risk Management Policy and Strategy”)	See folder in E-TENDERING SYSTEM
Info only	Roadworks a Customer View (including Roadworks: a Customer View Implementation Toolkit)	See folder in E-TENDERING SYSTEM
Appendix A to Annex 4, BPSS Form, Section 4, para. 4.1	Scotland or Northern Ireland criminal record check process	<a href="https://www.gov.uk/request-copy-criminal-record">https://www.gov.uk/request-copy-criminal-record</a>
S555.4	Section 46 of Freedom of Information Act 2000 or later revision or replacement.	Section 46 of the Freedom of Information Act 2000
Annex 4 1.1.1	Security Policy 3	<a href="https://webarchive.nationalarchives.gov.uk/+/http://www.cabinetoffice.gov.uk/spf/sp3_ps.aspx">https://webarchive.nationalarchives.gov.uk/+/http://www.cabinetoffice.gov.uk/spf/sp3_ps.aspx</a>
Annex 4 1.3.2	Security Team email	securityteam@highwaysengland.co.uk
PS8-01	SGAR 3 report	To be provided during mobilisation phase/ delivery phase.
Annex 12 1.4	Social Media Policy	See under <i>Employer’s Social Media Policy</i>

Info only	Specification for Highway Works	<a href="http://www.standardsforhighways.co.uk/ha/standards/mchw/vol1/">http://www.standardsforhighways.co.uk/ha/standards/mchw/vol1/</a>
Annex 9	Statement of Highways England's IT Security Policy (July 2015 August 2019 or any later revision or replacement)	See folder in E-TENDERING SYSTEM
S519.4	Supply Chain Portal	<a href="https://supplychainportal.highwaysengland.co.uk">https://supplychainportal.highwaysengland.co.uk</a>
S517.2	Sustainable Development Strategy	See under <i>Employer's</i> Sustainable Development Strategy
PS7-01 PS8-01	Technical Partner Contract	To be provided during mobilisation phase.
S509	The Bribery Act 2010	<a href="http://www.legislation.gov.uk/ukpga/2010/23/contents">http://www.legislation.gov.uk/ukpga/2010/23/contents</a>
Info only	The Control of Asbestos Regulations	<a href="http://www.legislation.gov.uk/uksi/2012/632/contents/made">http://www.legislation.gov.uk/uksi/2012/632/contents/made</a>
Info only	The Control of Pollution Act 1989	<a href="http://www.legislation.gov.uk/ukpga/1989/14/contents">http://www.legislation.gov.uk/ukpga/1989/14/contents</a>
S516/517	The Environmental Information Regulations 2004 (see also under "E")	<a href="http://www.legislation.gov.uk/uksi/2004/3391/contents/made">http://www.legislation.gov.uk/uksi/2004/3391/contents/made</a>
Annex 15	The Institution of Occupational Safety and Health	<a href="https://www.iosh.com/">https://www.iosh.com/</a>
S556	The Official Secret Act 1989	<a href="https://www.legislation.gov.uk/ukpga/1989/6/introduction">https://www.legislation.gov.uk/ukpga/1989/6/introduction</a>
S555	The Public Interest Disclosure Act 1998 or later revision or replacement.	<a href="http://www.legislation.gov.uk/ukpga/1998/23/contents">http://www.legislation.gov.uk/ukpga/1998/23/contents</a>
Annex 8	The Security Incident Management Process	See folder in E-TENDERING SYSTEM
Annex 11 1.2.1; 1.3.8; 1.4.13	The Strategic Business Plan 2015 – 2020	<a href="https://www.gov.uk/government/publications/highways-england-strategic-business-plan-2015-to-">https://www.gov.uk/government/publications/highways-england-strategic-business-plan-2015-to-</a>

&1.4.14 and S105.11		2020
PS7-01	Third Party Agreements	To be provided during mobilisation phase.
Info only	Traffic Management Act 2004	<a href="http://www.legislation.gov.uk/ukpga/2004/18/contents">http://www.legislation.gov.uk/ukpga/2004/18/contents</a>
Info only	Traffic Signs Manuals	<a href="https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/203669/traffic-signs-manual-chapter-08-part-01.pdf">https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/203669/traffic-signs-manual-chapter-08-part-01.pdf</a>
Info only	Transfer of Undertakings (Protection of Employment) Regulations 1981	<a href="https://www.legislation.gov.uk/uk-si/1981/1794/contents/made">https://www.legislation.gov.uk/uk-si/1981/1794/contents/made</a>
Info only	Transport Infrastructure Efficiency Strategy	<a href="https://www.gov.uk/government/publications/transport-infrastructure-efficiency-strategy">https://www.gov.uk/government/publications/transport-infrastructure-efficiency-strategy</a>
Info / Annex 6	Transport Infrastructure Skills Strategy	<a href="https://www.gov.uk/government/publications/transport-infrastructure-skills-strategy-building-sustainable-skills">https://www.gov.uk/government/publications/transport-infrastructure-skills-strategy-building-sustainable-skills</a>
S517.4	UK Biodiversity Action Plan (UK BAP)	<a href="http://data.jncc.gov.uk/data/cb0ef1c9-2325-4d17-9f87-a5c84fe400bd/UKBAP-BiodiversityActionPlan-1994.pdf">http://data.jncc.gov.uk/data/cb0ef1c9-2325-4d17-9f87-a5c84fe400bd/UKBAP-BiodiversityActionPlan-1994.pdf</a>
Appendix A to Annex 4, BPSS Form, Guidance Notes, Annex C, Nationality and right to work	UK Visas and Immigration guidance on right to work and record retention	<a href="https://www.gov.uk/government/collections/employers-illegal-working-penalties">https://www.gov.uk/government/collections/employers-illegal-working-penalties</a>
Appendix A to Annex 4 BPSS Form, Section 2,	UK Visas and Immigration's "Right to Work" acceptable documents and guidance	Acceptable documents: <a href="https://www.gov.uk/government/organisations/disclosure-and-barring-">https://www.gov.uk/government/organisations/disclosure-and-barring-</a>

para. 2.2		<p>service/about<a href="https://www.gov.uk/government/publications/right-to-work-checklist">https://www.gov.uk/government/publications/right-to-work-checklist</a></p> <p>Guidance:</p> <p><a href="https://www.gov.uk/government/organisations/disclosure-and-barring-service/about">https://www.gov.uk/government/organisations/disclosure-and-barring-service/about</a><a href="https://www.gov.uk/government/publications/right-to-work-checks-employers-guide">https://www.gov.uk/government/publications/right-to-work-checks-employers-guide</a></p>
Info only	Waste management duty of care regulations and code of practice	<a href="https://www.gov.uk/government/publications/waste-duty-of-care-code-of-practice">https://www.gov.uk/government/publications/waste-duty-of-care-code-of-practice</a>



## **Highways England Company Limited**

# **Scope**

## **Annex 03 - Insurance**

Not Used

Please refer to Crown Commercial Service's Framework Agreement  
Attachment 4 -Schedule 14



**Highways England Company Limited**

## **Scope**

### **Annex 04 - *Employer's* personnel security procedures**

## 1 EMPLOYER'S PERSONNEL SECURITY PROCEDURES (ANNEX 4)

### 1.1 Mandatory obligations

1.1.1	The <i>Employer</i> is required to adopt the personnel security requirements and management arrangements set down in Security Policy 3: Personnel Security of issued by the Cabinet Office as amended from time to time (the "Security Policy Framework").
1.1.2	The Security Policy Framework is available to be downloaded from the Cabinet Office website. The <i>Consultant</i> familiarises itself with the objectives and principles embodied within the Security Policy Framework, in addition to the mandatory obligations extracted from the Security Policy Framework and set down in this Annex 04 of the Scope.
1.1.3	The <i>Consultant</i> ensures that the appropriate level of personnel security is obtained and maintained for all Staff in accordance with the Security Policy Framework.
1.1.4	The <i>Service Manager</i> notifies the <i>Consultant</i> of any revisions to the personnel security requirements arising as a consequence of subsequent amendments to the Security Policy Framework and agrees any remedial action required by the <i>Consultant</i> as a result of the amendments.
1.1.5	In addition to the requirements set out in the Security Policy Framework, the Cabinet Office Efficiency and Reform Group has introduced security requirements in relation to working area admittance, passes and photographs. These requirements are set out in Part Three of this Annex 4 below.

### 1.2 Security checks – Minimum requirements

1.2.1	<p>The HMG Baseline Personnel Security Standard (BPSS) forms the minimum security check requirements for all Staff whose duties include</p> <ul style="list-style-type: none"> <li>• working in any of the <i>Employer's</i> premises, for example, to the site, offices, depots, Regional Operations Centres (ROC), the National Traffic Operations Centre (NTOC) and any outstations owned and operated by the <i>Employer</i>;</li> <li>• usage of the <i>Employer's</i> Information Systems and</li> <li>• working unsupervised in any other capacity.</li> </ul>
1.2.2	The <i>Service Manager</i> may notify the <i>Consultant</i> of a modification to the categories of Staff requiring BPSS security checks at any time.
1.2.3	The complete Government guidance document for the BPSS is available to be downloaded from the Cabinet Office website. The BPSS form and summary guidance produced by the <i>Employer</i> is located in section 5 below.

1.2.4	Procedural and other details for ensuring compliance with the BPSS are set down in Part One – BPSS Compliance below.
<b>1.3 Security checks – Additional vetting requirement</b>	
1.3.1	Where Staff require unrestricted access to the <i>Employer</i> areas identified in Part Two of this Annex 4, the <i>Service Manager</i> notifies the <i>Consultant</i> of the appropriate level of National Security Vetting (NSV) to be carried out.
1.3.2	The <i>Service Manager</i> notifies the Security Team via email that the applicant requires NSV to be carried out.
1.3.3	Procedural and other details for ensuring compliance with NSV are set down in Part Two - National Security Vetting (NSV) of this Annex 4.
<b>PART ONE – BPSS COMPLIANCE</b>	
<b>2.1 Procedures</b>	
2.1.1	The <i>Consultant</i> undertakes security checks to ensure the confidentiality, integrity and availability of the <i>Employer's</i> asset (documents and information).
2.1.2	<p>The recruitment controls of the BPSS are required to have been carried out for all Staff to whom paragraph 1.2.1 above applies prior to their employment on this contract. The recruitment control process is completed satisfactorily before an individual</p> <ul style="list-style-type: none"> <li>• is issued with a security pass giving unrestricted access to the <i>Employer's</i> premises;</li> <li>• potentially has access to the <i>Employer's</i> sensitive, possibly protectively-marked, information; and</li> <li>• is given access to the <i>Employer's</i> IT network.</li> </ul>
2.1.3	The <i>Consultant</i> takes all necessary measures to confirm that any previous security checking carried out on existing Staff meets the requirements of the BPSS, either in full or by exception using the risk management assessment process guidance contained in the Security Policy Framework.
2.1.4	The <i>Consultant</i> notes that, for existing Staff with more than 3 years continuous employment and who have not had any access passes or permits revoked in that time, the requirements for references in the BPSS security check can be deemed to be discharged by a letter from a Director or Head of Personnel of the <i>Consultant</i> certifying the same.
2.1.5	The <i>Consultant</i> reconciles any unacceptable gaps identified between the BPSS and existing security checks in accordance with the requirements of the BPSS.

2.1.6	Any new Staff to whom paragraph 1.2.1 above applies are assessed strictly in accordance with the requirements of the BPSS.
2.1.7	The <i>Consultant</i> keeps full and auditable records of all security checks carried out on Staff and makes such records available to the <i>Employer</i> or its appointed representatives for audit purposes upon request.
2.1.8	<p>If</p> <ul style="list-style-type: none"> <li>the <i>Employer</i> discovers any non-compliance with the requirements of the BPSS from the audit process;</li> <li>the <i>Consultant</i> fails to keep full records of security checks carried out on Staff; or</li> <li>the <i>Consultant</i> fails to make such records available upon request;</li> </ul> <p>The <i>Service Manager</i> may</p> <ul style="list-style-type: none"> <li>invoke individual withdrawal of permits or passes to Staff,</li> <li>invoke systematic withdrawal of permit or passes to Staff;</li> <li>require that an independent audit of the <i>Consultant's</i> BPSS security check procedure is undertaken at the expense of the <i>Consultant</i> and</li> <li>instruct the <i>Consultant</i> to take appropriate action to immediately address any non-compliance with the BPSS notified to it by the <i>Service Manager</i>.</li> </ul>
2.1.9	The <i>Consultant</i> notes that the BPSS does not constitute a formal security clearance. It is designed to provide a level of assurance as to the trustworthiness, integrity and reliability of the individual involved.
<b>2.2 Security check process for BPSS</b>	
2.2.1	The security check process of the BPSS below follows the guidance provided in the HMG Baseline Personnel Security Standard May 2018.
2.2.2	<p>The BPSS comprises verification of four main elements</p> <ul style="list-style-type: none"> <li>identity</li> <li>nationality and immigration status (including an entitlement to undertake the work in question)</li> <li>employment history (past 3 years) and</li> <li>criminal record (unspent convictions only).</li> </ul> <p>Additionally, prospective Staff are required to give a reasonable account of any significant periods (6 months or more in the past 3 years) of time spent abroad.</p>
2.2.3	The specific requirements for verification of each of the four main elements are set down in (Part II - The Verification Process of the HMG Baseline Personnel Security

	Standard (BPSS). An outline description of the core requirements is included below but does not relieve the <i>Consultant</i> from its obligation to comply with all the requirements of the HMG BPSS.
2.2.4	<p>Information collected at each stage of the process is reviewed, assessed and recorded by the <i>Service Manager</i> in line with the forms contained in Appendix A below. These forms will cover</p> <ul style="list-style-type: none"> <li>• Verification record;</li> <li>• Nationality and Immigration Status Form;</li> <li>• UK Home Office's Employer Checking Service;</li> <li>• Employment History Report Form;</li> <li>• Her Majesty's Revenue &amp; Customs (HMRC) Record Check Form and</li> <li>• Criminal Record Declaration.</li> </ul>
<b>2.3 Verification of identity – Outline requirements</b>	
2.3.1	Identity may be verified by physically checking a range of appropriate documentation (for example passport or national identification (ID) card together with a utility bill or bank statement) or by means of a commercially available identification verification service.
2.3.2	Only original documents should be used for identification purposes, copies are not appropriate. Electronic signatures should be verified by cross checking to a specimen signature provided by the individual.
2.3.3	There is no definitive list of identifying documents. The <i>Consultant</i> notes that not all documents listed in the BPSS are of equal value. The objective is a document that is issued by a trustworthy and reliable source, is difficult to forge, has been dated and is current, contains the owner's name, photograph and signature and itself requires some evidence of identity before being issued (for example a passport or national ID card).
2.3.4	National Insurance Numbers (NINOs) can be obtained fraudulently and cannot be relied on as a sole means of establishing identity or right to work. Temporary numbers beginning with TN or ending in a letter from E to Z inclusive are not acceptable.
2.3.5	Where verification of identity is not straightforward, but a decision is nevertheless taken to employ an individual, the <i>Consultant</i> notifies the <i>Service Manager</i> and records the matter on the Risk Register.

<b>2.4 Nationality and immigration status (including an entitlement to undertake the work in question) – Outline requirements</b>	
2.4.1	Nationality and Immigration Status may be verified by physically checking appropriate documentation or, in exceptional circumstances only, by means of an independent check of UK Visas and Immigration records.
2.4.2	The <i>Consultant</i> takes the necessary steps to ensure that an individual has the right to remain in the United Kingdom and undertake the work in question.
2.4.3	Checks need to be applied consistently and the <i>Consultant</i> needs to be aware of its obligations under the Equality Act 2010.
<b>2.5 Employment history (past 3 years) – Outline requirements</b>	
2.5.1	<p>The <i>Consultant</i> verifies the individual's recent (minimum of 3 years) employment or education history, as applicable, by</p> <ol style="list-style-type: none"> <li>1. following up references with previous employers,</li> <li>2. verifying Her Majesty's Revenue and Customs (HMRC) tax returns or accountant certified company accounts for self-employment periods,</li> <li>3. verifying academic certificates,</li> <li>4. means of a commercially available CV checking service or</li> <li>5. in exceptional circumstances or where there are unresolved gaps, by means of an independent check of HMRC records.</li> </ol>
2.5.2	To ensure that individuals are not concealing associations or unexplained gaps, the <i>Consultant</i> carries out an investigation to address any doubts over the information provided before proceeding further with the BPSS requirements.
<b>2.6 Criminal record (unspent convictions only) – Outline requirements</b>	
2.6.1	The <i>Consultant</i> notes that the requirement to verify "unspent" convictions does not apply when the BPSS is being carried out as part of the groundwork for NSV, where a full check of criminal records ("spent" and "unspent") are made as part of that process.
2.6.2	Under the terms of the Rehabilitation of Offender Act 1974, it is reasonable for employers to ask individuals for details of any "unspent" criminal convictions. The Act states that if an offender remains free of further convictions for a specified period (the "rehabilitation period"), the conviction becomes spent. Where rehabilitation has taken place, the individual is to be treated as if the offence had never been committed.
2.6.3	The <i>Consultant</i> may choose to use the basic disclosure certificate check option available from Disclosure and Barring Service <a href="#">to meet this verification requirement</a> .

2.6.4	Where “unspent” convictions have been disclosed, the <i>Consultant</i> carries out a risk assessment, which may include the need for legal advice, before proceeding further.
<b>2.7 Approval for employment</b>	
2.7.1	General guidance and requirements post BPSS verification are contained in Part IV – Post Verification Process of the HMG BPSS. An outline description of the core requirements is included below but does not relieve the <i>Consultant</i> from its obligation to comply with all the requirements of the BPSS.
2.7.2	Subject to paragraph 2.7.3 below and unless advised to the contrary by the <i>Service Manager</i> , all Staff for whom a completed BPSS Verification Record has been submitted may be treated by the <i>Consultant</i> as suitable to undertake the duties referred to in paragraph 1.2.1 above.
2.7.3	The <i>Employer</i> ordinarily requires a period of 3 working days from receipt of a fully completed BPSS security check for its internal approvals process and prior to the subsequent issue of access permits and passes. The <i>Service Manager</i> may exclude from the <i>Employer’s</i> premises any individual for whom a BPSS Verification Record is not supplied, is incomplete or is otherwise unsatisfactory.
2.7.4	BPSS checks with a sealed Criminal Record Declaration are assessed separately on a case by case basis by the <i>Service Manager</i> . The <i>Service Manager</i> advises the <i>Consultant</i> if the individual has been approved as suitable to undertake all or any of the duties referred to in paragraph 1.2.1 above.
<b>2.8 Incomplete or unsatisfactory BPSS verification records</b>	
2.8.1	Where a BPSS is incomplete or is otherwise unsatisfactory, the <i>Service Manager</i> advises the <i>Consultant</i> of the deficiencies and the actions needed to correct them.
2.8.2	The <i>Service Manager</i> contacts the Security team to address any actions needed as a result of an incomplete or otherwise unsatisfactory BPSS check.
<b>2.9 Renewal of the BPSS</b>	
2.9.1	Under most circumstances, renewal of the BPSS is not required.
2.9.2	The <i>Consultant</i> rechecks the immigration status of migrant Staff before their current right to remain in the United Kingdom visa expires or within 12 months of the previous check, whichever is the sooner. These checks are repeated until the employee can demonstrate an indefinite right to remain in the United Kingdom or until the employment comes to an end.
2.9.3	The <i>Service Manager</i> instructs the <i>Consultant</i> to carry out additional security checks on any Staff required to operate in or on a List X premises owned, operated or accessible by the <i>Employer</i> .

2.9.4	If an individual, who has previously been subject of a BPSS security check, leaves the employment of the <i>Consultant</i> and is subsequently re-employed by the <i>Consultant</i> within twelve months, the original security check authorisation may be reinstated. The <i>Employer</i> may require additional evidence before reinstating the original security check authorisation. In all other cases of re-employment, the full BPSS security check is to be carried out.
<b>2.10 Ongoing personnel security management (“aftercare”)</b>	
2.10.1	The <i>Consultant</i> monitors, manages and supports the required behaviours of Staff who are approved for work on this contract in line with the principles contained in the Security Policy Framework and reports to the <i>Service Manager</i> immediately if the continuing suitability of an employee is in doubt.
2.10.2	Where the <i>Consultant</i> reports a case of doubt or the <i>Service Manager</i> considers that the actions of any of the Staff do not conform to the required behaviours, the <i>Service Manager</i> may instruct the <i>Consultant</i> to review the performance of the individual concerned. The <i>Consultant</i> takes appropriate action in consequence of the review, which may include <ul style="list-style-type: none"> <li>• agreeing a performance improvement plan;</li> <li>• a temporary suspension of permits and passes or</li> <li>• removal of the individual in accordance with the core clause 21.2 of the NEC4 Professional Service Contract (PSC).</li> </ul>
<b>2.11 Retention of documentation</b>	
2.11.1	The documentation associated with the BPSS security check is retained by the <i>Consultant</i> until Completion is reached and for a period of twelve months after the individual has ceased to be employed on this contract.
2.11.2	The <i>Consultant</i> destroys all electronic and paper copies of documentation which it is no longer required to retain.
<b>• PART TWO – NATIONAL SECURITY VETTING (NSV)</b>	
<b>3.1 Procedures</b>	
3.1.1	In all cases, verification of identity and the individual’s entitlement to undertake the work in question is to be carried out before embarking on NSV.
3.1.2	Other than in exceptional circumstances, NSV is not to be undertaken before the individual’s BPSS check has been completed satisfactorily. The <i>Consultant</i> agrees with the <i>Service Manager</i> , on a case by case basis, any exceptional cases where NSV and BPSS procedures are required to be carried out in parallel.

3.1.3	The <i>Service Manager</i> determines if any Staff need to undertake NSV in addition to the BPSS security check.
3.1.4	If the <i>Service Manager</i> considers that NSV is required, the <i>Employer</i> identifies, manages and undertakes the necessary vetting at the <i>Employer's</i> expense.
3.1.5	Where the <i>Service Manager</i> determines that NSV is required, the approval process set out in section 2.7 Approval for employment does not apply, unless the <i>Service Manager</i> instructs otherwise. Access permits and passes are only issued on satisfactory completion of NSV.
<b>• PART THREE – CABINET OFFICE EFFICIENCY AND REFORM GROUP REQUIREMENTS</b>	
<b>4.1 Admittance to the <i>Employer's</i> premises</b>	
4.1.1	The <i>Consultant</i> submits to the <i>Service Manager</i> details of people who are to be employed by it and its subcontractors for the provision of the <i>services</i> . The details include a list of names and addresses, the capacities in which employed, and any other information required by the <i>Service Manager</i> .
4.1.2	The <i>Service Manager</i> may instruct the <i>Consultant</i> to take measures to prevent unauthorised persons being admitted on to the <i>Employer's</i> premises. The instruction is a compensation event if the measures are additional to those required by the Scope.
<b>4.2 Passes</b>	
4.2.1	All Staff are required to carry a <i>Employer's</i> pass whilst working in any of the <i>Employer's</i> premises.
4.2.2	The <i>Consultant</i> submits to the <i>Service Manager</i> for acceptance, a list of the names of individuals for whom passes are required. The <i>Service Manager</i> issues the passes to the <i>Consultant</i> . Each pass is returned to the <i>Service Manager</i> when the individual no longer requires access to the <i>Employer's</i> premises or after the <i>Service Manager</i> has given notice that the employee is not to be admitted to any of the <i>Employer's</i> premises.
<b>4.3 Recorded Images</b>	
4.3.1	The <i>Consultant</i> does not take recorded images, for example, photographs or videos, of the <i>Employer's</i> premises or any part of them unless it has obtained the acceptance of the <i>Service Manager</i> .
4.3.2	The <i>Consultant</i> takes the measures needed to prevent Staff taking, publishing or otherwise circulating such recorded images.

- **BASELINE PERSONNEL SECURITY STANDARD (BPSS) CHECK**

### 5.1 Introduction

5.1.1	Unless advised otherwise it is the <i>Employer's</i> hiring manager who completes a BPSS check. The <i>Employer's</i> hiring manager for this contract is the <i>Service Manager</i> . All Staff working on the <i>Employer's</i> premises or with its technology, have to be BPSS approved before they begin working with or for the <i>Employer</i> . The BPSS form and guidance have been produced to assist the <i>Employer's</i> hiring managers undertaking checks and to ensure all checks meet the standards set out in the Security Policy Framework.
5.1.2	The BPSS form and guidance notes are in Appendix A to Annex 4.

## APPENDIX A - BASELINE PERSONNEL SECURITY STANDARD (BPSS) FORM AND GUIDANCE



### Baseline Personnel Security Standard Check

#### Introduction

Unless advised otherwise it is the *Employer's* hiring manager who completes a Baseline Personnel Security Standard (BPSS) check. The *Employer's* hiring manager for this contract is the *Service Manager*. All Staff, working on the *Employer's* premises or with its technology, have to be BPSS approved before it begins working for or with the *Employer*. This form has been produced to assist the *Employer's* hiring managers undertaking checks and to ensure these checks meet the standards set out in the Security Policy Framework (SPF) May 2018 and the HMG Baseline Personnel Security Standard v6.0 – May 2018 (and any subsequent amended versions).

This document contains the BPSS form and guidance notes to assist with the form completion.

Please read the guidance notes fully before starting to complete this form.

This document is split into:

#### BPSS Form sections:

- Applicant details and identity verification
- Nationality and right to work
- Employment and academic history and personal references
- Criminal records check
- Declarations

#### Guidance notes:

Annex A: General notes

Annex B: Identity verification

Annex C: Nationality and right to work

Annex D: European Economic Area (EEA) countries

Annex E: Employment and academic history and personal references

Annex F: Personal reference template

Please note that if the applicant only requires external email access to Highways England's computer systems (known as ZZ account) only sections 1, 2, 3 and 5 need to be completed.

The *Employer's* hiring manager sends the form to [ITSecurityAdvice@highwaysengland.co.uk](mailto:ITSecurityAdvice@highwaysengland.co.uk). A criminal records check is not required for ZZ accounts.

If the applicant already has BPSS approval from their current employer, they are not required to complete another check so long as the applicant has remained in this employment continuously or has been re-employed by the employer within twelve months of their resignation. The *Employer* may require additional evidence before reinstating the original security check authorisation. If the *Employer's* hiring manager is informed of this by the *Consultant*, the *Employer's* hiring manager needs to email the Security Team who will check the applicant's details against their records for existing BPSS approvals.

If assistance is required to complete this form, the *Employer's* hiring manager should contact the Security Team via email on [SecurityTeam@highwaysengland.co.uk](mailto:SecurityTeam@highwaysengland.co.uk).

# BPSS FORM

## SECTION 1 - Application details and identity verification

### 1.1 *Employer's* hiring manager details

Hiring manager's name:	
Company location:	
Telephone number:	

### 1.2 Applicant details

Applicant's name:	
Gender:	Male / female (please delete as appropriate)
Current home address:	
Contact telephone number:	
Prospective Highways England place of work:	
Prospective start date:	
Position:	<i>Consultant</i>

### 1.3 Identity verification (for the *Employer's* hiring manager)

The applicant presents the *Employer's* hiring manager with appropriate documentation to prove their identity. Annex B – Identity verification provides details of which documents are acceptable and general guidance on this section. Generally, one document which contains a photo or 2 documents without photos are sufficient.

Please note the document(s) you have seen below:

Document type:		Date of issue:	
Country of issue:		Date of expiry:	

Document type:		Date of issue:	
Country of issue:		Date of expiry:	

(please replicate table for each document taken as required)

## SECTION 2 - Nationality and right to work

### 2.1 Applicant's details

Nationality (list all):

Are you subject to immigration control? Yes/no (please delete)

If yes, please specify:

Are there any restrictions on your continued residence in the UK? Yes/no (please delete)

If yes, please specify:

Are there any restrictions on your continued freedom to take employment in the UK? Yes/no (please delete)

If yes, please specify:

Are you subject to the EU Settlement Scheme? Yes/ no (please delete)

If yes, please specify your status under the scheme and provide your EU Settlement Status verification code for employers:

Settled status/ Pre-settled status (please delete)

Verification code:

### 2.2 Nationality verification (for *Employer's* hiring managers)

The applicant has to provide you with appropriate documentation to prove they have the 'right to work' in the UK. The list of acceptable documents is provided by UK Visas and Immigration accessible [here](#).

You have to follow their 3-step guide accessible [here](#).

Annex C below contains general guidance on this section.

Annex D below contains a list of European Economic Area (EEA) countries whose citizens have a 'right to work' in the UK.

Please note the document(s) you have seen below:

Document:	
Date of issue:	

Review date (if applicable):	
------------------------------	--

(please replicate table for each document taken as required)

### SECTION 3 - Employment history and references

#### 3.1 Applicant's employment and academic history (past 3 years)

Please provide details of all the companies or educational organisations you have worked for or studied at in the last 3 years (whether in the UK or overseas). You need to provide references from these employers and educational organisations:

Company name:	
Company address:	
Contact name:	
Period of employment:	

Company name:	
Company address:	
Contact name:	
Period of employment:	

Company name:	
Company address:	
Contact name:	
Period of employment:	

(please replicate table as required)

### 3.2 Gaps in applicant's employment history

Please describe any gaps in your employment including time spent in full-time education, any foreign travel or periods of unemployment within the past 3 years:

### 3.3 Employment verification (for *Employer's* hiring managers)

You need to obtain confirmation from all the companies listed, as well as letters from schools/ academic institutions and/ or passport visas to confirm overseas travel. Annex E below provides guidance on this section.

**Please answer the 3 sections below:**

- Please confirm that you have verified employment with all the companies listed:  
Yes/no (please delete)

If no, please explain why this was not possible:

- Please confirm the documents you have seen which verify any gaps in employment:

Document:	
Date of issue:	

(please replicate table as required)

- If you have obtained a personal reference, please record the referee's details below:

Referee:	
Relationship to applicant:	
Address:	

## SECTION 4 - Criminal record check

### 4.1 Information for applicants

The *Employer* requires a criminal record check to confirm if you have any unspent convictions. You do not need to tell us about any spent convictions.

A basic Disclosure and Barring Service (DBS) check is the criminal record check available for people living or working in England and Wales. If you have been living or working in Scotland or Northern Ireland for over 6 months in the last 3 years, another criminal record check will need to be applied for. Full details on how to apply can be found [here](#).

Once you have applied, please keep a copy of the reference number to provide to your hiring manager.

Further details on what information is included on each certificate are on the relevant website. It is helpful to tell your hiring manager about offences that are shown on your certificate, before your certificate arrives.

### 4.2 Criminal records check verification (for *Employer's* hiring managers)

The applicant provides the *Employer's* hiring manager with either:

- evidence that the application for the certificate has been submitted (e.g. reference number or screen shot); or
- a recent (issued within 3 months) original criminal records certificate; or
- an older original certificate if the applicant still works for the same employer and the check was carried out as part of their employment.

Please note the document you have seen below:

Document:	
Date of issue:	

(please replicate table as required)

If the application has only just been made, hiring managers will need to make sure they review the certificate when it arrives. If hiring managers are unsure about any of the details shown on the certificate, please contact the Security Team.

An overseas criminal record certificate will also be required if the applicant has been outside of the UK for a period of 6 months or over in the last 3 years. The Security Team can provide guidance on how to obtain these certificates.

## SECTION 5 - Declarations

### 5.1 Applicant's declaration:

I declare that the information I have given on this form is true and complete. In addition, I understand that any false information or deliberate omission in the information I have given on this form may prevent me from working with the *Employer*. I will notify the hiring manager of any material changes to the information I have provided.

Name:	
Signature:	
Date:	

### 5.2 Employer's hiring manager's declaration:

I certify that in accordance with the requirements of the BPSS, I have examined the documents listed on this form and can confirm that the applicant has satisfied the requirements in all sections.

I have made available to the applicant the appropriate privacy notice (see Guidance Notes - Annex A below), which informs the applicant as to their statutory rights under the Data Protection Act 2018 and General Data Protection Regulation.

Name:	
Signature:	
Date:	

# GUIDANCE NOTES

## Annex A

### General notes

- The *Employer's* hiring manager has to see original documents, copies are not acceptable.
- All the time the *Employer's* hiring manager needs to check that birth dates, signatures and photos match. If any discrepancies are found, please contact the Security team for advice.
- The *Employer's* hiring manager has to comply with the Data Protection Acts and General Data Protection Regulation (GDPR), therefore
  - remember to delete any electronic versions of this form/ personal documents and securely destroy paper copies of documents when they are no longer relevant. UK Visas and Immigration provide advice on how long to keep copies of nationality and right to work documents here; and
- issue the applicant with the latest Highways England BPSS Privacy Notice document.
- Once the applicant starts work, the *Employer's* hiring manager will need to email the Facilities helpdesk to request that the applicant's photo is taken for their building pass and a building induction is undertaken.
- If the *Employer's* hiring manager is not located in the same building as the applicant, the *Employer's* hiring manager will need to make sure there is someone available to greet the applicant at reception and undertake a new starter induction. The *Employer's* hiring manager will also need to make sure that reception is aware of the date the applicant is starting work.

If the *Employer's* hiring manager has any questions regarding this form or the BPSS check itself, the Security team can be contacted for assistance. If the *Employer's* hiring manager would prefer to speak to someone, please state this in your email and a member of the Security team will call you as soon as they can.

## Annex B

### Applicant details and identity verification

Generally, one document which contains a photo or two documents without photos will provide adequate proof of identity. However not all documents are of equal value; listed below are some examples of documents that are from reliable sources, are difficult to forge and are dated. Documents with an expiration date have to current and all others should have been issued within the last 6 months.

#### **Good examples of identity documents that contain a photo are:**

- Current UK photo-card driving licence; and
- Current passport.

If the applicant is a citizen of the United Kingdom, Switzerland or one of the European Economic Area countries (see Annex D), their passport can also be used as proof of their 'right to work'. This means that no additional documentation is required to prove nationality.

#### **Good examples of identity documents without photos include:**

- Birth, adoption or gender recognition certificate;
- Marriage licence, divorce (decree absolute) or annulment papers;
- Current full UK driving licence (old 'paper' version);
- A recent utility bill (issued within the last 6 months);
- A council tax bill (valid for the current year period);
- Bank, building society or credit union statement (issued within the last 6 months) or passbook containing the applicant's current address;
- Current benefit book or card or original notification letter from the DWP confirming the right to benefit (these documents are not required to be dated within the last 6 months); and
- Police registration document or HM Forces identity card.

This is not an exhaustive list and if none of these documents are available, please contact the Security Team for further advice.

#### **What to look for when examining documents:**

- The documents shown to you have to be the original documents. If you are unsure, consider comparing them to other examples you may have to hand if applicable. Otherwise please consult Her Majesty's Passport Office guidance for checking UK Passports [here](#);
- Examine the documents for alterations or signs that the photograph and/ or signature has been removed and replaced;
- Check that any signature on the documents tallies with other examples in your possession. If you're unsure, ask the applicant to sign something in your presence;
- Check that details given on the documents corresponds with what you already know about the individual;
- Check the date of issue on each document. If all documents are newly issued and there are only minimal references available which do not cover the last three years' employment records, please contact the Security Team for more advice.

If you have any doubts about the documents you have been given, please contact the Security Team, before discussing your concerns with the applicant.

#### **Young Applicants**

It can be difficult for young applicants to supply most of the documents listed above. If this appears to be a genuine problem, ask the applicant to supply a passport-sized photo, endorsed on the back with the signature of someone of standing in the applicant's community, e.g. a justice of the peace, doctor, member of the clergy, teacher etc. The signatory should have known the applicant for a minimum of three years.

The photo has to be accompanied by a signed statement from the signatory giving their full name, address and phone number and confirming the period they have known the applicant.

**Annex C**

## **Nationality and right to work**

The current advice from UK Visas and Immigration on nationality and right to work in the UK is available on their website.

In addition, please note:

1. You have to be satisfied that each document produced relates to the applicant, and you will need to check that all documents contain the same date of birth, photo and the applicant's appearance looks the same.
  2. It is not necessary to send copies of these documents to the Security Team. However, if you are unsure or unfamiliar with the documents you have been given, the Security Team are available to advise you. Please email the Security team in the first instance and, if required, the *Employer's* hiring manager will be asked to scan the relevant parts of the documents in question and send it to the team for their review.
- The UK Visas and Immigration website provides advice on how long to keep copies of nationality and right to work documents here.

**Annex D**

## **European Economic Area (EEA) Countries**

Citizens of the United Kingdom, Switzerland or one of the following European Economic Area (EEA) countries, have the right to work in the UK. Further information is available [here](#).

Following the UK leaving the EU on 31<sup>st</sup> January 2020, there will be no change to the rights of EEA nationals until the end of the planned implementation period on 30 June 2021. EU nationals will continue to be able to use the documents listed in this section as proof of their right to live and work in the UK until the end of the planned implementation period.

EU nationals who receive settled or pre-settled status under the EU settlement scheme have the right to work in the UK.

- Austria
- Belgium
- Bulgaria
- Cyprus
- Czech Republic
- Denmark
- Estonia
- Finland
- France
- Germany
- Greece
- Hungary
- Iceland
- Ireland
- Italy
- Latvia
- Liechtenstein
- Lithuania
- Luxembourg
- Malta
- Netherlands
- Norway
- Poland
- Portugal
- Romania
- Slovakia
- Slovenia
- Spain
- Sweden

## Annex E

### Employment history and personal references

- All employment history should be confirmed with previous employers, including overseas appointments (where the applicant was abroad for over 6 months).
- Where an individual is or was self-employed, references can be obtained from previous clients and companies the individual has provided services or works to acting as a consultant or contractor. The *Employer's* hiring manager should treat each case on its own merits and, where required, may request further evidence in the form of HMRC tax returns, accountant's certified company accounts or use the process for personal references below.
- A template to send to previous employers and personal referees can be found in Annex F below. However most companies will now only provide official confirmation of when an individual worked for them (on letter headed paper). This is acceptable.
- Reasonable steps should be taken to ensure that the reference is genuine. References that are handwritten, not on letter headed paper, contain spelling or grammatical errors or is just not convincing for any reason, should be followed up directly with the individual(s) providing the reference.
- If the applicant has been unemployed, or his previous employer is no longer in business, a personal reference can be obtained instead (see below). This is not necessary if the period involved is less than 6 months long.
- If the applicant has only worked for one organisation in the last 3 years, then one reference from this company is sufficient.
- Where an applicant has been in full time education during the period, confirmation has to be obtained from the relevant school or other academic institution.
- Where an applicant has been overseas during the last 3 years, it is sufficient to see the entry visa (this only applies to citizens which do not hold an EEA passport). Some countries no longer issue exit visas.
- Where a young person has difficulty in providing both evidence of identity and adequate referee coverage, it may be appropriate to obtain both from the same referee.

#### Personal references

- a) Personal references are acceptable when no other reference is available. In the event of prolonged unemployment lasting 3 years or more, one personal reference covering a period of 3 years is required. Family members (including in-laws) are not suitable for references.
- b) The applicant should provide the details of someone of professional standing (e.g. solicitor, civil servant, teacher, accountant, bank manager, doctor, officer of the armed forces) who has sufficient knowledge of the applicant to provide a considered reference. If the applicant is unable to nominate such a person, then references should be obtained from personal acquaintances. Personal acquaintances cannot provide references if they are involved in any financial arrangements with the applicant.

**Annex F**

**Personal reference template**

*[The Employer's hiring manager can use this template to send to both previous employers and personal referees. The hiring manager will need to include a covering letter, explaining that they are requesting this information in relation to the applicant's proposed role in Highways England.]*

Dear

**SUBJECT:** *[insert applicant's name]*

1. Over what period have you known the subject and in what capacity?

Date from:		Date to:	
Capacity:			

2. Are you related to the subject? If so, please state your relationship.

3. Are you involved in any financial arrangements with the subject?

YES/ NO (please delete)

4. Do you believe the subject to be honest, conscientious and discreet?

***I declare that the information I have given on this form is true to the best of my knowledge.***

Name:	
Signature:	
Date:	
Address:	
Telephone number:	
Email address:	



## **Highways England Company Limited**

# **Scope**

## **Annex 05 - Customer Service**

## 1 CUSTOMER REQUIREMENTS (ANNEX 5)

### 1.1 Not Used

### 1.2 Customer service

- 1.2.1 (Note This relates to Highways England's customers)
- The customer is any person or organisation that uses or is affected by the *services*, including:
- road users,
  - communities and community groups,
  - tenants and persons and organisations that lease from the *Employer* and
  - the public who use the *services*.
- 1.2.2 The *Employer* has published an overarching Customer Service Strategy (see link at **Annex 02**), which sets out the approach to improving works and services provided to its customers. The *Consultant* collaborates with the *Employer* to support the successful delivery of this strategy. Key aspects of this strategy include:
1. consistently effectively and efficiently Provide the Services; working to manage delays and make journeys as safe and stress free as possible,
  2. improving our service and network; being more effective in the way we operate, maintain and improve our roads and
  3. developing our relationships with customers; building strong dialogue with our customers and communities, providing information to help people make the best choices and understanding the needs and expectations of the customer.
- 1.2.3 The *Consultant* notifies the *Service Manager* of any customer service issues and provides support in the mitigation of any negative consequences that could affect the delivery of the *services* or achievement of the aims and objectives in the Customer Service Strategy (see link in **Annex 02**).
- 1.2.4 The *Consultant* embeds throughout its workforce an understanding of the *Employer's* imperatives, values, culture, strategy and objectives. Awareness should be fostered at every opportunity including at; on-boarding and induction, performance reviews, site meetings and through delivery of learning and development opportunities including *Employer* e-learning (once available).

- 1.2.5 The *Consultant* ensures that *Employer* customer requirements are cascaded to and adhered to by the extended supply chain.
- 1.2.6 The *Consultant* ensures that delivery of *Employer* customer service requirements are fully inclusive and accessible and that this is evidenced within the Inclusion Action Plan.
- 1.2.7 The *Consultant* reviews their policies, procedures and processes to ensure that there are no adverse customer equality impacts throughout delivery of the *services* on protected characteristics or affected groups.
- 1.2.8 The *Consultant* uses demographic data and analysis to inform delivery of the *services*.
- 1.2.9 The *Consultant* evidences the involvement of diverse groups in agreeing communication channels and engagement activities, monitoring and evaluating satisfaction of these.
- 1.2.10 The *Consultant* provides any information that is needed to enable the *Service Manager* to prepare statements or responses to questions or issues raised by or on behalf of any customer. The *Consultant* provides such information within any time periods which may be imposed by the *Service Manager* (acting reasonably having regard to the purpose of the provision of the information requested and to the nature and extent of the information requested). If the *Consultant* cannot provide the required information to support the *Service Manager's* response, the *Consultant* immediately notifies the *Service Manager*, detailing the reasons.
- The timescales are to be those as listed in the corporate customer complaints process (see link at **Annex 02**).
- 1.2.11 Not used.
- 1.2.12 Not used.
- 1.2.13 Not used.
- 1.2.14 Not used.
- 1.2.15 Not used.
- 1.2.16 The *Consultant* records performance against customer and stakeholder performance metrics within the performance strategy. The *Consultant* assures that all current and future Customer Service Standards are complied with throughout the delivery of the *services*.
- 1.2.17 Following two weeks from the Contract Date, the *Service Manager* conducts customer audits of the *Consultant's* policies, procedures and practices at

such times as required. The *Consultant* cooperates with such requests and provides all information requested by the *Service Manager*.

- 1.2.18 During the life of this contract, the *Service Manager* may suggest recommendations to the *Consultants'* quality plan to improve customer service assurance. The *Consultant* either implements these recommendations or responds to the *Service Manager* giving reasons why they are not accepted.
- 1.2.19 Any additional contract specific requirements or constraints for Customer Service will be stated in the Scope in Volume 2c.

### Customer Relationship Management

- 1.3.1 The *Employer* operates customer relationship management (CRM) system for managing all stakeholder and customer correspondence (in accordance with S 514 and Annex 9 of the Scope). The *Consultant* uses the *Employer's* CRM system in managing all stakeholder and customer correspondence.
- 1.3.2 The *Consultant* liaises with the *Service Manager* to ensure that appropriate staff receive CRM training.
- 1.3.3 Any contract specific requirements and constraints for Customer Relationship Management will be stated in the Scope in Volume 2c if appropriate.



## **Highways England Company Limited**

# **Scope**

## **Annex 06 - People Strategy**

## 1 PEOPLE STRATEGY (ANNEX 6)

### 1.1 EQUALITY DIVERSITY AND INCLUSION

- 1.1.1 The *Consultant* assists the *Employer* in the achievement of its equality, diversity and inclusion (EDI) objectives. The *Employer's* objective is to embed principles of equality, diversity and inclusion into all areas of its business, driving real change in how it works with its customers and communities, its supply chain and its employees. The *Consultant* assists the *Employer* in working collaboratively with its partners so that its workplaces are inclusive, and the Strategic Road Network is accessible and integrated for both its users and communities affected by works to the Strategic Road Network.
- 1.1.2 The *Consultant* prepares an Inclusion Action Plan in accordance with **Appendix B** and submits it to the *Service Manager* for acceptance within **12 weeks** of the award of the contract to demonstrate how it develops an iterative approach to supporting the *Employer* in meeting its EDI objectives throughout the contract and any Task Orders instructed under Clause Z49 of this contract.
- 1.1.3 The Inclusion Action Plan names an individual from the *Consultant* to act as the EDI lead to
- be responsible for ensuring the implementation and on-going development of the Inclusion Action Plan,
  - ensure quarterly reports and information are provided as required,
  - facilitate continuous improvement reviews and
  - act as a single point of contact on all matters concerning EDI.
- 1.1.4 A reason for the *Service Manager* not accepting the Inclusion Action Plan is that
- it does not demonstrate how the requirements are passed down the supply chain,
  - it does not meet or evidence how the *Consultant*
    - attracts, recruits and retains a greater diversity of new entrants to the sector,
    - ensures the working culture, practice and environment is inclusive,
    - considers and understand the diverse needs of customers and neighbouring communities,
    - holds itself and the supply chain to account in delivering the plan and

- monitors and evidences year on year improvements, or
- it does not meet the aims of the equality duties contained within the Discrimination Acts and set out in section S507 (Discrimination).

1.1.5 Following acceptance, the *Consultant* provides the *Service Manager* with a quarterly report of progress against the Inclusion Action Plan.

## Employment and Skills

1.2.1 The *Consultant* ensures that the skills, resources and capabilities are in place, in its own organisation and through its supply chain, to deliver the service and performance required including:

- quantifying and delivering on any new employment opportunities that are to be generated during the life of this contract and outlining how the *Consultant* and its supply chain are to:
  - a. attract new people to apply, giving particular consideration to attracting under-represented groups that have not historically seen the sector as a career option and
  - b. recruit new people into the sector.
- identifying and delivering on opportunities to develop and deploy new skills that improve performance against the *Employer's* key performance indicators and imperatives (see Scope S105). This is to include, but is not limited to, those new skill areas outlined in the Transport Infrastructure Efficiency Strategy (see link in **Annex 02**).
- identifying and delivering on opportunities to improve perceptions of careers within the Highways sector including through outreach, work placements/experience and apprenticeships to develop a new talent pool for the sector. This includes but is not limited to assisting the *Employer* in delivering on its commitments in relation to the Transport Infrastructure Skills Strategy.

1.2.2 Within **12 weeks** of award of the contract, the *Consultant* prepares and submits the Employment and Skills Plan (ESP) in accordance with the template in **Appendix A** to the *Service Manager* for acceptance.

The *Consultant* appoints an individual as employment and skills lead to

- be responsible for ensuring the implementation, on-going development of the ESP,
- ensure quarterly reports and information are provided as required,
- facilitate continuous improvement reviews, and
- act as a single point of contact on all matters concerning employment and skills for the *services*.

- 1.2.3 A reason for the *Service Manager* not accepting the Employment and Skills Plan is that it does not:
- demonstrate how the *Consultant* complies with this contract,
  - demonstrate how the requirements are passed down the supply chain,
  - clearly define outputs and how they are measured,
  - meet or evidence how the *Consultant*
    - attracts, recruits and retains a greater diversity of new entrants to the sector,
    - holds itself and the supply chain to account in delivering the plan, or
    - monitors and evidences year on year improvement.
- 1.2.4 The *Consultant* submits to the *Service Manager* for acceptance an annual report of the *Consultant's* workforce planning and development data using the template in **Appendix C**.
- 1.2.5 The *Consultant* facilitates the *Service Manager*, in undertaking continuous improvement reviews of any and all information regarding the *Consultant's* progress in delivering against the provisions of employment and skills requirements including
- ensuring that its partners and subcontractors maintain and retain records relating to the Employment and Skills Plan and their compliance with this contract,
  - granting or procuring the grant of access to any
    - premises used in the *Consultant's* Providing the Services whether the *Consultant's* own premises or otherwise or
    - equipment (including all computer hardware and software databases) used (whether exclusively or non-exclusively) in Providing the Services, wherever situated and whether the *Consultant's* own equipment or otherwise and
  - complying with the *Service Manager's* requests for access to senior personnel engaged in Providing the Services.

### Skills and Apprenticeships

- 1.3.1 The *Employer* is required to monitor and report to the Department for Transport on apprenticeships created and in place in the delivery of their programme. To support this the *Consultant*, submits, on a quarterly basis,

the apprenticeship report as detailed in **Appendix D**. The due dates for this reporting are to be confirmed by the *Service Manager*.

## **Appendix A - Employment and Skills Plan (ESP)**

The ESP is comprised of four sections:

1. Section 1 - Workforce planning and development data,
2. Section 2 - Methodology,
3. Section 3 - Statement of outputs and
4. Section 4 - Implementation plan.

### **Section 1 – Workforce planning and development data**

This section includes as a minimum, analysis and reports on workforce planning and development data for the *Consultant's* Scope. This analysis includes as a minimum

- an assessment of supply and demand of people capacity and capability needed to deliver the *services* including through the supply chain,
- a forecast of annual gaps in people capacity and capability for the duration of the *service*, with quarterly updates and identification of those gaps that are critical using the occupational descriptors (see link in **Annex 02**),
- a baseline workforce diversity profile,
- an assessment of market intelligence on supply of labour within the market and
- preferred employment and skills solutions to address capacity and skills gaps.

### **Section 2 - Methodology**

The section describes

- how the Tender Commitments from the Quality Submission / Tender Commitments Register are delivered and built on,
- how the *Consultant* community (trade contractors, subcontractors, partners working on this contract) have been engaged in the development and their support secured for subsequent delivery of the plan, and
- how the target outputs as set out in the ESP have been identified.

### **Section 3 – Statement of outputs**

This section includes a statement of all outputs to be delivered as part of the plan. This includes:

- accreditation as a National Skills Academy for Construction,
- improvement in its inclusive recruitment capability verified by a recognised inclusive recruitment specialist,
- the greater of either

- one apprenticeship for every £25M by which the Price for Services Provided to Date is forecast to or actually changes (whichever is the greater) or
- 2.5% of the Total Workforce forecast to be or actually engaged on this contract (whichever is greater).
- quantification of each of the outputs scheduled in table 1 below, influenced by the needs of the service and the context and how these are delivered.
- in delivering on the apprenticeship targets, the *Consultant* assists the *Employer* in its commitment to increasing the diversity of the sector's workforce and to contributing to achieving the "Transport Infrastructure Skills Strategy" ambition of
  - 20% of new entrants to engineering and technical apprenticeships to be female by 2020, achieving parity with the working population by 2030,
  - meeting the government's target for the number of Black, Asian and Minority Ethnic candidates undertaking apprenticeships and
  - identification and quantification of any additional outputs not schedule in table 1 and how these are delivered.

TABLE 1: OUTPUT TYPE, PRIORITY AREA & DEFINITION		
Output type	Priority Area	Definition
<b>Worklessness</b>		
Workless job start (26 weeks sustained)		A new job start, sustained for at least 26 weeks, where the candidate was previously workless prior to being employed.
Workless graduate job start		A graduate job start where the candidate was previously workless
<b>Apprenticeships</b>		
Apprenticeship start		A new employee of the <i>Consultant</i> and its subcontractors recruited as an apprentice into the workforce and enrolled on an approved apprenticeship standard relevant to the delivery of the <i>services</i> . (See link in Annex 02)
Existing apprenticeship		An existing member of staff who is enrolled onto an approved apprenticeship standard in order to up skill the workforce. (See link in Annex 02)
<b>Job Creation</b>		

Job start		A new job start for an individual recruited as a result of this contract. This could include a graduate job start (non workless).
<b>Educational/Career Support</b>		
Placement position		A position intended to enable an individual to learn, develop or enhance their knowledge and skills in an industry or job role by providing a short work experience placement.
Professional status attainment		Number of individuals supported to attain professional registration and status in agreed critical skills shortage disciplines at no cost to the individual. This includes registration at Technician, Incorporated and Chartered levels.
Sector skills qualifications attainment		Number of individuals supported to attain technical or occupational skills relevant to the delivery of the services at no cost the individual. This includes NVQs, Health and Safety qualifications and leadership qualifications.
School engagement		Education activities that enhance the reputation of the sector and support schools and school students by raising awareness of and interest in the educational and employment opportunities in the industry

The following output assists the *Consultant* in achieving the objective

- Shared training initiatives such as Shared Apprenticeship Schemes.

#### **Section 4 – Implementation action plan**

This section is an action plan detailing:

- the actions the *Consultant* plans to take to deliver on the objectives,
- the milestones to complete these actions,
- when these milestones are to be delivered, and
- what outputs and outcomes it expects to achieve.
- who is responsible for delivering each action.

The implementation action plan details:

- how compliance is supported, managed and monitored throughout the *Consultant* and its supplier community (*Consultants*, suppliers throughout the tiers and partners working on this contract),
- how the effectiveness of the plan is evaluated, lessons learned, captured and shared to improve employment and skills practice by the *Consultant* for this contract and for future contracts,
- how the *Consultant* intends to build capability to deliver inclusive recruitment, and

In relation to improving inclusive recruitment capability the plan includes

- how the *Consultant* reviews attraction and recruitment policies and procedures to ensure the eradication of practices that are discriminatory, create unfair conditions of employment or create unequal rates of pay that cannot be justified,
- how the *Consultant* identifies and removes existing and potential barriers, as outlined in 'Recruiting for Success' (see link at **Annex 02**), which result in disproportionate impacts at different stages of the recruitment process (job design, role descriptions, job adverts, application, shortlisting, interview and hire) whether by the *Consultant* or its supply chain (including recruitment/labour agencies),
- how the *Consultant* engages in outreach activity and publicises vacancies to encourage applicants from a diverse range of groups. This includes how the *Consultant* analyses the local demographic and works with relevant partners to ensure that employment opportunities contribute as effectively as possible to local economic growth and that the workforce used to Provide the Services becomes increasingly reflective of the diverse communities served by the *services*,
- how the *Consultant* quantitatively and qualitatively monitors and reports on the effectiveness of its attraction, recruitment and promotion activity by protected characteristics,
- how the *Consultant* gains external verification from a recognised inclusive recruitment specialist of the inclusiveness of its recruitment practice, and
- how the *Consultant* reviews and supports each of its subcontractors to adopt and implement an inclusive attraction and recruitment policy and action plan in respect of its respective workforces engaged in the performance of this contract.
- how the *Consultant* collaborates with the *Employer* and other suppliers to effectively share good practice, learn from experience and improve the "Roads Period's" efficiency and performance in attracting and recruiting a workforce that reflects the diverse communities to be served by the "Roads Period".

## Appendix B – Inclusion Action Plan

### Guidance for suppliers

The *Employer's* objective is to embed the principles of equality, diversity and inclusion into all areas of our business, driving real change in how we work with our customers and communities, our supply chain and our employees. We believe that to achieve our vision of being the world's leading road operator we must better understand and meet the different needs of our large and diverse customer base and factor these needs in to the *services*.

This requires us to work collaboratively with partners so that our workplaces are inclusive and the Strategic Road Network is accessible and integrated for both our users and communities living alongside the network. We therefore require our suppliers to

demonstrate how they develop an iterative approach in supporting the *Employer* in meeting its equality, diversity and inclusion objective through the life of this contract. We also believe that to achieve outstanding performance we must attract, recruit, develop and retain talented people from all groups within the active labour force and then work to ensure an inclusive environment in which all can thrive. Highways England expects our suppliers to share the same values in terms of EDI as well as supporting our wider vision.

The Inclusion Action Plan covers the key areas of EDI.

The total Action Plan does not exceed **20** pages and outlines how the *Consultant* ensures that EDI requirements are met within its organisation and across the *Consultant's* team selected to deliver the *services* paying particular attention to how the *Consultant*

- ensures that the working culture, practice and environment enables everyone to perform to their full potential,
- considers the diverse needs of customers and neighbouring communities,
- holds itself and its supply chain to account in delivering the above,
- monitors and evidences year on year improvements and
- describes what success looks like for its organisation.

### **Action Plan structure**

The Action Plan includes

- current position/baseline - what does the *Consultant's* baseline data say about where it is (this should provide some guidance as to the additional actions to be taken or actions to be dis/continued). The Equality Act's protected characteristic groups are: age, disability, gender, gender reassignment, pregnancy and maternity, race, religion/ belief and sexual orientation
- action/task – what the *Consultant* does to meet the requirements
- when does this happen – when does the *Consultant* take the action specified above
- person responsible – who is responsible for this action
- resource - the *Consultant* may also want to consider the resources needed to act over and above the responsible officer
- measure of success (outcome/Performance Indicators) – what does success look like? how does the *Consultant* know it has made a tangible difference? and the difference this activity has made

Inclusion Action Plan							
	Inclusion objective	Baseline position – how and what did you use to you get here?	Action/ task to meet requirements	When	Person responsible	Measure of success (MoS) – what difference has this made	
1	Employment – outline the steps you will take to create a working environment and culture that enables everyone to perform to their potential						
2	Customer and communities – outline the steps you will take to genuinely consider the differing needs of customers and neighbouring communities when making decisions throughout the life of the project						
3	Governance and accountability - describe how you will hold yourselves and those in your supply chain to account in delivering the and monitoring the difference made in relation to the above						

## Appendix C - Workforce planning template and guidance

The workforce planning annual report consists of the following two sections

- progress in the previous 12 months
- plan for the next 12 months

#### **Progress and current position**

- an assessment of the *Consultant's* performance against targets set for the last 12 months with supporting evidence and details explaining any variance from plan
- a workforce diversity profile showing change in the past 12 months and any variance from the plan
- a revised assessment of supply and demand people capacity and capability needed to deliver the *services* including through the supply chain, and
- a revised assessment of market intelligence on supply of labour within the market

#### **Plan for the next 12 months**

- a revised forecast of annual gaps in people capacity and capability
- an update of preferred employment and skills solutions to address capacity and skills gaps
- a forecast of annual gaps in people capacity and capability for the duration of the *services*, with quarterly updates and identification of those gaps that are critical using the occupational descriptors (see link in **Annex 02**),
- a narrative explaining the changes that have been proposed and how they deliver the intended results.

### **Appendix D - Reporting template and guidance for apprenticeships**

The *Consultant* ensures that the *Service Manager* can identify all apprentices individually appointed under the requirements of this contract and provides a rolling three-month monitoring report to the *Service Manager* within five working days of the start of each calendar month detailing performance against the annual proposal in respect of each apprentice appointed or proposed to be appointed under this contract but who has not completed the apprenticeship, including:

- number of apprenticeships to be started that month,
- actual and planned start dates for existing and proposed apprenticeships,
- postcode of workplace,
- gender,
- ethnicity,
- level of apprenticeship (1 – 8) in accordance with the table below,
- apprenticeship framework or standard,
- occupation of apprenticeship (reported against the standard occupation classification (SOC) codes,
- category of apprenticeship,

- planned apprenticeship finish date,
- whether the apprentice is still engaged on Providing the Services and
- national insurance number.

The *Consultant* submits their return using the apprenticeship data collection form (see link in **Annex 02**).



**Highways England Company Limited**

## **Scope**

### **Annex 07 - Supply Chain Alignment**

## 1 SUPPLY CHAIN ALIGNMENT (ANNEX 7)

### 1.1 Behavioural Attributes

- 1.1.1 In Providing the Services the *Consultant* performs in accordance with the *Employer's* behavioural attributes, to ensure that these behavioural attributes are embedded and implemented by both direct employees and those in the supply chain on this contract.
- 1.1.2 There are a number of key drivers and benefits which the *Employer* seeks to attain through a philosophy of collaboration,
- shared ownership of delivery outcomes that releases the potential of the participants and results in exceptional levels of performance,
  - open and transparent culture – fostering innovation, considered risk-taking, controlled delivery, shared problem-solving and joint investment in solutions – resulting in the creation of dynamic, responsive team-working that delivers better outcomes for all,
  - understanding and maximising the strengths of the *Employer* and its supply chain to maximise capacity and avoid duplication and wasted effort,
  - shared knowledge and innovation - teams that actively demonstrate how to accrue value from repeatability and certainty, and where to seek to innovate and
  - equitable relationships based on trust, fairness and constructive challenge resulting in value-adding outcomes.
- 1.1.3 The behavioural maturity framework (BMF) (see link at **Annex 02**) is a tool that supports Highways England's collaborative relationships strategy and is being implemented to support and evolve the industry's collaborative relationships away from immature behaviours that lead to negative and damaging consequences to mature behaviours that enable better performance and outcomes for all.
- 1.1.4 In Providing the Services the *Consultant* performs in accordance with the *Employer's* BMF, which is based on industry best practice and aligned with ISO44001 an established industry standard for collaboration, to ensure that these behavioural attributes are embedded and implemented by both direct employees and those in the supply chain on this contract.
- 1.1.5 The behavioural attributes within the BMF are
- trust and respect – doing what you say you are going to do at all times, and supporting each other to enable personal, professional and contract goals to be achieved,

- accountability – ensuring commitments are kept and resulting consequences are accepted,
- issue resolution and decision making – ensuring access to all of the necessary facts and information to make fully informed decisions and address issues,
- engagement – communicating with Others in the best possible way to ensure understanding, share knowledge and avoid assumptions,
- constructive challenge – having the confidence to challenge everyone regarding decisions and actions and sharing views to develop understanding and
- innovation and continuous improvement – creating the right environment that allows new ideas to surface and be put into practice.

- 1.1.6 The *Consultant* implements, operates and delivers the behavioural maturity improvement plan.
- 1.1.7 Any additional contract specific requirements and constraints for behavioural attributes will be stated in the Scope in Volume 2c if appropriate.



**Highways England Company Limited**

## **Scope**

### **Annex 08 - Data Protection**

## 1 DATA PROTECTION (ANNEX 8)

### 1.1 Data Protection

- For the purposes of this contract, the provision of the *services* and the Data Protection Legislation:
  - for the purposes of this section only the *Employer* is the Controller, and
  - the *Consultant* is the Processor unless otherwise specified in Schedule A and
  - this section and Schedule A (data protection) together constitute a data processing agreement where required by the Data Protection Legislation.
- The *Consultant* processes the Data in accordance with the Data Protection Legislation and only to the extent necessary for the purpose of Providing the Services.
- The *Consultant* complies with the requirements of Procurement Policy Note 02/18 entitled 'Changes to Data Protection Legislation & General Data Protection Regulation' ('PPN 02/18') or any later revision (see link at **Annex 02**) and any related supplementary Procurement Policy Notes in Providing the Services.
- The *Consultant* does not knowingly do anything or permit anything to be done which might lead to a breach of the Data Protection Legislation by either Party.
- The *Consultant* obtains and maintains until Completion all registrations and notifications that it is obliged to obtain and maintain pursuant to the Data Protection Legislation (see link in **Annex 02**) in respect of Providing the Services.
- The *Consultant* only processes Data to the extent it relates to;
  - the types of Data,
  - the categories of Data Subject and
  - the nature and purpose

Set out in Schedule A (data protection) and only for the duration specified in Schedule A (data protection).

- Without prejudice to 1.1.2 the *Consultant* processes the Data only in accordance with the instructions of the *Service Manager* unless the *Consultant* is required to process Data for other reasons under the laws of the European Union (or a member state of the EEA) to which the *Consultant* is subject. If the *Consultant* is required to process the Data for these other

reasons, it informs the *Service Manager* before carrying out the processing, unless prohibited by relevant law.

- The *Consultant* immediately informs the *Service Manager* if it believes that an instruction infringes the Data Protection Legislation or any other applicable law.
- The *Consultant* has in place and maintains in accordance with then good industry practice for as long as it holds any Data taking into account the state of the art, the costs of implementing, the harm that might result from a Data Loss Event and the nature, scope, context and purposes of processing
  - appropriate technical and organisational measures to protect the Data against accidental, unauthorised or unlawful processing, destruction, loss, damage, alteration or disclosure and
  - adequate security programmes and procedures to ensure that unauthorised persons do not have access to the Data or to any equipment used to process the Data

in each case to ensure that the *Consultant's* processing is in accordance with the Data Protection Legislation and protects the rights of Data Subjects.

- The *Consultant* submits details of its Protective Measures to the *Employer* for acceptance. A reason for not accepting them is that they are not appropriate to protect against a Data Loss Event. Acceptance (or a failure to reject) by the *Employer* does not amount to approval by the Controller of the adequacy of the Protective Measure.
- The *Consultant* ensures that all persons authorised to process Data are bound by obligations equivalent to those set out in Scope S557 (Confidentiality) and this section and are aware of the *Consultant's* obligations under this contract and the Data Protection Legislation.
- The *Consultant* ensures access to the Data is limited to those persons who need access in order for the *Consultant* to Provide the Services and (in each case) to such parts of the Data as are strictly necessary for performance of that person's duties.
- Where the *Consultant* obtains or collects Personal Data on behalf of the *Employer*, the *Consultant*
  - provides to Data Subjects a data protection notice in a form accepted by the *Service Manager* informing the Data Subject of the identity of the *Employer*, the identify of any data protection representative it may have appointed, the purpose or purposes for which their Personal Data will be processed and any other information which is necessary having regard to the specific circumstances in which the Personal Data is, or is to be, processed to enable processing in respect of the Data Subject to be fair and

where applicable, obtains all necessary consents for the processing of Data.

- On request, the *Consultant*, takes all necessary actions and provides the *Service Manager* with all reasonable assistance necessary for the *Employer* to comply with a Data Subject Request, including;
  - the provision of access to, and information relating to, Data,
  - the rectification of inaccurate Data,
  - the permanent erasure of Data
  - the restriction of processing of Data,
  - the provision of a copy of Data in machine readable format, and
  - the transfer of Data to a third party.
- The *Consultant* immediately notifies the *Service Manager* if it receives
  - a Data Subject Request (or purported Data Subject Request),
  - a complaint or request relating to the *Employer's* obligations under the Data Protection Legislation, or
  - a request from any Supervisory Authority for assistance or information, unless provided by relevant law.
- The *Consultant* assists and co-operates with the *Service Manager* in relation to any complaint or request received, including
  - providing full details of the complaint or request,
  - complying with the request within the time limits set out in the Data Protection Legislation and in accordance with the instructions of the *Service Manager* and
  - promptly providing the Employer with any Personal Data and any other information requested by it to enable it to respond to the request.
- The *Consultant* does not process the Data outside the EEA (other than in the United Kingdom) without the agreement of the *Service Manager*. Where the *Employer* agrees, the *Consultant*
  - provides evidence (acceptable to the Employer) of appropriate safeguards as required by the Data Protection Legislation and
  - complies with the instructions of the Employer.
- The *Consultant* complies with the requirements of the *Employer* in relation to the storage, dispatch and disposal of Data in any form or medium. Any requirement for the *Consultant* to destroy or delete copies of the Data is subject to any law of the European Union (or a member state of the EEA) to which the *Consultant* is subject that requires Data to be retained.

- The *Consultant* notifies the *Service Manager* within 24 hours of becoming aware of a Security Incident or any other breach of this section. The notification includes, as far as possible
  - a description of the nature of the Security Incident, including the categories and approximate number of Data Subjects concerned,
  - the likely consequences of the breach and
  - the Protective Measures taken, or to be taken, to address the breach, including measures taken to mitigate any possible adverse effects including those outlined in PPN 02/18.
- In the event of a Security Incident, the *Consultant* provides the *Service Manager* with full co-operation and assistance in dealing with the Security Incident, in particular in notifying individuals affected by the Security Incident or a Supervisory Authority as required by the Data Protection Legislation.
- On request (but not more than once in any 12 month period) the *Consultant* provides to the *Service Manager* all necessary information to demonstrate the *Consultant's* compliance with this section.
- The *Consultant* promptly provides assistance and information requested by any Supervisory Authority or required by the *Service Manager* in order for the *Employer* to ensure compliance with its obligations under the Data Protection Legislation, including in relation to
  - security of processing,
  - preparation of any necessary Data Protection Impact Assessments and
  - undertaking any necessary data protection consultations.
- The *Consultant* maintains electronic records of all processing activities carried out on behalf of the *Employer*, including:
  - the information described in 1.1.6 of this annex,
  - The different types of processing being carried out (if applicable),
  - any transfers of Data outside the EEA or the United Kingdom, identifying the relevant country or international organisations and any documentation required to demonstrate suitable safeguards and
  - a description of the technical and organisation security measures referred to in 1.1.9 of this annex.

The *Consultant* makes these records available to the *Service Manager* promptly on request.

- The *Consultant* does not engage any Sub-Processor without the prior consent of the *Service Manager*.

- Before allowing any Sub-Processor to process any Personal Data related to this agreement, the Processor must:
  - notify the Controller in writing of the intended Sub-Processor and processing;
  - obtain the written consent of the Controller;
  - enter into a written agreement with the Sub-Processor which give effect to the terms set out in this clause such that they apply to the Sub-Processor; and
  - provide the Controller with such information regarding the Sub-Processor as the Controller may reasonably require.
- The Processor remains fully liable for all acts or omissions of any of its Sub-Processors.
- The Controller may, at any time on not less than 30 working days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which applies when incorporated by attachment to this agreement).
- The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 working days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- Each Party designates its own Data Protection Officer if required by the Data Protection Legislation.
- Where the Parties include two or more Joint Controllers as identified in Schedule A those Parties enter into a Joint Controller Agreement based on the terms outlined in Schedule B in replacement of Joint Controller Agreement Clauses 8, 9, 15, 16, 22, 23, 25, 26, 27, 28, 29, 30 for the Personal Data under Joint Control.
- If it is or becomes a requirement that, under the Data Protection Legislation or other applicable laws, this section must be governed by the laws of a member state of the European Union, and the *law of the contract* does not or ceases to satisfy this requirement, this section is governed by and construed in accordance with the laws of Ireland.
- A failure to comply with this section is treated as a substantial failure by the *Consultant* to comply with its obligations.

• DATA PROTECTION (SCHEDULE [A])

**Schedule A – Processing, Personal Data and Data Subjects**

This Schedule is to be completed by the *Employer*, who may take account of the view of the *Consultants*, however the final decision as to the content of this Schedule is with the *Employer* at its absolute discretion

1. The contact details of the *Employer's* Data Protection Officer are Graham Woodhouse (dataprotectionadvice@highwaysengland.co.uk).
2. The contact details of the *Consultant* Data Protection Officer or nominated lead are per Contract Data part 2.
3. The *Consultant* complies with any further written instructions with respect to processing by the *Employer*.

Any such further instructions will be incorporated into this table.

Description	Details
Identity of the <i>Employer</i> and <i>Consultant</i> in relation to the Legislation	The Parties acknowledge that for the purposes of the Data Protection Legislation, the <i>Employer</i> is the Controller and the <i>Consultant</i> is the Processor in accordance with clause 2.
Subject matter of the processing	The processing is needed in order to ensure that the <i>Consultant</i> can effectively Provide the Services.
Duration of the processing	Until the <i>defects date</i> .
Nature and purposes of the processing	The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) in relation to the Project.
Type of Personal Data	name, address, date of birth, NI number, telephone number, pay, images, biometric data and emails.
Categories of Data Subject	Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website.
Plan for return and destruction of the data once the processing is complete UNLESS required by applicable law to preserve that type of data	In accordance with paragraph 2.1.5 of Annex 9.



**Highways England Company Limited**

## **Scope**

### **Annex 09 - Information Systems & Security Systems**

## 1 INFORMATION SYSTEMS (ANNEX 9)

### 1.1 General Requirements

- 1.1.1 **This Annex** sets out the requirements in respect of Information Systems, including systems that
- are developed, procured, provided and made available to the *Employer* by the *Consultant* for the purposes of performing the information requirements under this contract,
  - are developed, procured and provided by the *Consultant* relating to its own corporate business and operations of performing the information requirements under this contract,
  - are provided or made available by the *Employer* for use by the *Consultant* for the purposes of performing the information requirements under this contract and
  - are likely to be provided or made available by the *Employer* for use by the *Consultant* for the purposes of performing the information requirements under this contract.
- 1.1.2 To the extent that the *Consultant* is required to create or maintain any information under this contract in electronic format, the *Consultant* ensures that, at all times
- such a format is agreed with the *Employer*,
  - such information is maintained to allow fast and efficient electronic transfer of information to the *Employer* or agreed third parties (including *Consultants*) without additional expenditure by the *Employer* or the need for complex or expensive procedures or processes, and in any event in such format as complies with the *Employer's* requirements for such transfer,
  - such information is backed-up and copies are held in off-site storage in accordance with procedures agreed with the *Employer* and
  - it implements and complies with (and ensures that its subconsultants implement and comply with) all procedures for information back-up and off-site storage referred to in this paragraph.
- 1.1.3 The *Consultant* maintains all its Information Systems so as to enable there
- segregation from any other computer or electronic storage devices, Systems, materials or information of the *Consultant* and

- transfer to the *Employer* or an Incoming Consultant efficiently and without additional expense or delay immediately on termination or expiry of this contract.

## 1.2 Consultant Information Systems

### 1.2.1 The *Consultant* at the *starting date*

- has in place and provides or makes available to the *Employer*, appropriate Information Systems (and relevant hardware required to use such Information Systems) of the type set out in Section 1.9, to comply with the *Employer* information requirements and this contract management information requirements,
- has in place Information Systems (electronic or otherwise) of the type set out in the non-exhaustive list in Table 1, to comply with the *Consultant* information requirements concerning its own corporate business and operations and
- has proof of compliance with the HMG Security Policy Framework (SPF) (see link in **Annex 02**) in respect of those Information Systems.

## 1.3 Employer Information Systems

- 1.3.1 Unless otherwise agreed with the *Employer*, the *Consultant* uses and interfaces with the *Employer's* current systems (**Table 2**) and new systems (**Table 3**) when available.

## 1.4 Access Requirements to Information Systems provided by the *Employer*

### 1.4.1 Gateway access requirements

The Business Information Gateway or its successor (the Gateway) is the interface through which

- the *Consultant* is required to access the Highways England Business IT Network and the *Employer* Information Systems held within the Highways England Business IT Network and
- the *Employer* may access one or more of the *Consultant's* Information Systems and documents.

- 1.4.2 Unless otherwise agreed with the *Employer*, the *Consultant* connects to the Gateway, using a Virtual Private Network specified by the *Employer*.

### 1.4.3 The *Consultant*

- applies to the *Employer* for authorisation to connect to the Gateway and connects to the Gateway in a manner to be specified by the *Employer*,

- procures and pays for the installation and ongoing costs of connection of any of its premises or Information Systems to the Gateway through a telecommunications network, taking into account the data volume and the number of the *Consultant's* staff that it expects to use the link,
- arranges suitable support and business continuity for connection to the Gateway,
- facilitates the installation and maintenance of the Gateway by the *Employer's* consultants,
- employs appropriate requirements and procedures, and trains its staff to operate the Current Systems,
- attends training in connection with the implementation, and where appropriate, the *Consultant* facilitates the implementation of New Systems and any other systems required by the *Employer* and
- does not alter any documents provided by the *Employer* through the Gateway (which are the exclusive property of the *Employer*) without the prior acceptance of the *Employer*.

1.4.4 The *Consultant* acknowledges that

- the network technology underlying the Gateway is subject to change from time to time,
- access through and continued membership of the Gateway depends on the *Consultant* complying with (and the *Consultant* will comply with):
  - Applicable user access requirements
  - Her Majesty's Government Security Policy Framework and
  - other confidentiality, technical and security requirements set out in this contract.

1.4.5 The connection point to the Gateway situated at the *Consultant's* premises is located in a room that is secured from theft, damage, unauthorised or malicious use to reduce risk to the connection point by using appropriate physical security controls as set out in Her Majesty's Government Security Policy Framework. The location remains fixed for the duration of this contract unless the *Consultant* requests and the *Employer* approves a new location.

1.4.6 Other access requirements

- *Employer* Information Systems not covered by clause 1.4.1 may be accessed through the Internet via third party hosts and using relevant software applications installed on *Consultant* systems.

They are not subject to the same security and related access requirements that apply to *Employer* Information Systems accessed through the Gateway.

- The *Consultant* may request authorisation and other details regarding Internet access to such *Employer* Information Systems from the *Employer*
- For guidance, the right column in **Table 2** and **3** indicates whether access to the *Employer* Information Systems is required via the Gateway.
- The *Consultant* ensures that any device which is used to Process *Employer* Data meets all of the security requirements set out in the National Cyber Security Centre (NCSC) End User Devices Platform Security Guidance, a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/end-user-device-security>.

### 1.5 Access Requirements to Information Systems provided by the *Consultant*

- 1.5.1 The *Consultant* provides the *Employer* remote access to the *Consultant's* Information Systems and related documents:
- either through the Gateway; or
  - through another interface agreed by the *Employer*.
- 1.5.2 Any access required by the *Employer* to systems provided by the *Consultant* must be made available via the Gateway or by other remote access methods agreed by the *Employer*.

### 1.6 *Consultant* Security and User Access

- 1.6.1 The *Consultant* ensures that all persons who use *Employer* Information Systems for or on behalf of the *Consultant* comply with the *Employer's* security requirements.
- 1.6.2 The *Consultant* is responsible for determining any formal application and security clearance requirements to enable the *Employer* to access any Information Systems provided by the *Consultant*. The *Consultant* informs the *Employer* of those requirements, including timescales, no later than four weeks after the *starting date*.
- 1.6.3 The *Consultant* notifies the *Employer's* IT Security Team and the help desk when staff with access to the *Employers* IT network, leave their employment.
- 1.6.4 The *Employer* suspends any accounts supplied to persons who use *Employer's* Information Systems for or on behalf of the *Consultant* if they are not used for a continuous period of six months.

- 1.6.5 The *Employer* deletes any accounts supplied to persons who use *Employer* Information Systems for or on behalf of the *Consultant* if they are not used for a continuous period of thirteen months.
- 1.6.6 The *Employer* immediately suspends any accounts supplied to persons who use *Employer* Information Systems for or on behalf of the *Consultant* if they are used by anyone other than the person for whom they were created (the “authorised user”), or they are used from a device which is not issued by the *Consultant*, or they are used from a physical location not agreed with the *Employer*. Accounts suspended will not be re-opened until a formal explanation for the account’s misuse is provided by the *Consultant*, and in all these cases the *Employer* will not be liable for any financial penalty or other expense incurred as a result of the *Consultant* failing to meet its commitments.

### 1.7 Software and Licences

- 1.7.1 The *Consultant* grants, or procures the grant of, licences required to allow the *Employer* to use the Information Systems developed, procured or otherwise provided by the *Consultant* to the *Employer*.
- 1.7.2 The *Consultant* has in place or procures its own licences required to use common software applications that it may require to be able to interface with, or to access *Employer* Information Systems.
- 1.7.3 The *Consultant* applies to the *Employer* for licences to allow the *Consultant* to use certain Information Systems provided or made available by the *Employer*.

### 1.8 Liaison and cooperation between *Employer* and *Consultant*

- 1.8.1 The *Employer* is adopting an Information Technology Infrastructure Library best practice approach for Information Communication and Technology (ICT) services. The *Consultant* will be expected to demonstrate a formal approach to its ICT service management through the development of an ICT strategy and make its ICT strategy available to the *Employer*.

### 1.9 Systems provided by the *Consultant* to meet *Employer* and Contract Management Information Requirements

- 1.9.1 Electronic Document and Records Management
- The *Consultant* operates an Information System for the management of electronic documents and records (including e-mails) which are created and maintained on behalf of the *Employer*. Documents and records are defined in the *Employer*’s record policy, a copy of which can be obtained from the *Employer*.

- 1.9.2 The *Consultant* seeks agreement through the *Employer* regarding the development and implementation of an Information System for electronically managing both the electronic and physical records which the *Consultant* creates and maintains on behalf of the *Employer*. This Information System is required for the capture, retention and disposal of all electronic format documents and other records.

## 1.10 Information Systems provided by the *Consultant*

**Table 1: Information Systems as provided by the *Consultant* to fulfil the requirements of the *Consultant's* own business and/ or the effective delivery of this contract**

System	Comment
IT and Information Security Systems	The <i>Consultant</i> implements IT and Information Security systems to protect the confidentiality, integrity, and availability of this information it handles, and have those systems independently audited. The <i>Consultant</i> aligns these systems to meet the <i>Employer's</i> requirement for the services provided.
Quality Management System	The <i>Consultant</i> implements a quality management Information System which will ensure consistency and improvement of working practices. The <i>Consultant</i> aligns its quality management Information System to meet the quality requirements used by the <i>Employer</i> as set out in Volume 2a and Volume 2c of the Scope.
Collaboration System	The <i>Consultant</i> exploits collaboration technologies.
Change Control System	This Information System will manage changes to the <i>Consultant's</i> processes and systems.
Customer Relationship Management System (CRM)	This Information System will manage the CRM strategy to ensure long lasting relationships with the <i>Consultant's</i> customers.  The CRM Information System will seek to improve customer service by performing functions such as identifying what customers value the most and providing an effective mechanism to handle problems and complaints.
Human Resource Management System (HRMS)	The <i>Consultant</i> uses a HRMS to manage issues such as recruitment, skill sets, employee history and payroll for its Staff.
Financial Management System (FMS)	The <i>Consultant</i> uses a FMS to produce timely in-year and year-end management and accounting information for Providing the Services.

Project Management System	System to assist in the planning and organisation of activities in order to meet the <i>Consultant's</i> objectives.
Primavera	Primavera (Management software) - enterprise project portfolio management software. It includes project management, product management, collaboration and control capabilities, and integrates with other enterprise software such as Oracle and SAP's ERP systems.
Xactium	A Risk Management Tool.
	or any revised systems notified by the <i>Service Manager</i> .
	Any contract specific systems to be provided by the <i>Consultant</i> are listed in Volume 2c.

#### 1.11 Current Systems provided by the *Employer* to meet the contract management information requirements

Table 2 Current Systems	
Current Information System	Description
Highways England Supply Chain Portal	An internet collaboration site for the <i>Employer</i> and its partners.
Highways England Management Information System (HAMIS)	Portal Information System providing access to HAGIS. A single platform for information for all directorates, from simple code look up utilities to more sophisticated forecasting and reporting tools.

CEMAR – (Contract Event Management Analytics and Reporting)	<p>CEMAR is a cloud based NEC contract management system. It is a collaborative tool that requires the two parties; <i>Employer</i> and <i>Consultant</i> to manage contract events through the system as required by good practice NEC contract management. System features include the following:</p> <ul style="list-style-type: none"> <li>• contract event management through registers e.g. early warnings, compensation events, <i>Service Manager</i> instructions and more.</li> <li>• application for payments / Invoices</li> <li>• technical queries and defect management</li> <li>• general communications</li> </ul> <p>Multiple in-built reports and charts and graphs proving reports and dashboards across one or multiple contracts to allow effective management of contracts through outputs on communication behaviour, cost, quality, risk and time.</p>
Accident Incident Reporting System (AIRSweb)	The AIRSweb incident reporting Information System, allowing the completion of a single incident report online, which can be submitted to several organisations.
Lean Tracker System	A system used to capture and track lean benefits.
Scheme Appraisal Report (SAR)	Allows appraisal details of Local Network Management Schemes to be submitted to the <i>Employer</i> .
Collaborative Management Toolkit (CMT)	<p>Methodology and tool used to measure and report on the <i>Consultant's</i> performance.</p> <p>Relates to the Asset Led Delivery Management (ALDM) contract types. The CMT allows for the production of the Collaborative Performance Framework scores.</p>
Confirm Workzone	Confirm Workzone scheduling tool will be available and this or Confirm can be used for scheduling jobs. Confirm Job Costing will also be available to support the capture of labour, plant and material in the field.

## 1.12 New Systems to be used by the *Consultant* when available

Table 3 New Systems	
New Information System	Description
Financial System	The <i>Employer's</i> new finance and accounting Information System which supports major business transaction processing requirements.
Green Claims	System to enable the electronic submission of Green Claims information.
Performance Management Information System	The <i>Employer</i> may introduce a Performance Management Information System (PMIS) or other system for recording and reporting against the requirements of this Annex. When/ if provided, the <i>Consultant</i> provides performance data directly into the PMIS.
Finance and Works Management System (PB Confirm)	The <i>Employer</i> intends to introduce a Finance and Works Management System which will be used to raise and manage works orders.  The <i>Consultant</i> uses the system and provides such information to the <i>Employer</i> as required to evidence the <i>services</i> provided and costs incurred to Provide the Services.

## • 2 INFORMATION SECURITY

### 2.1 Security Plan

2.1.1 The *Consultant* prepares a robust information security plan complying with the *Employer's* information security requirements and submits it to the *Service Manager* for acceptance. The *Consultant* includes the security plan in its quality management system. The security plan complies with the requirements of ISO/IEC27001 and ISO/IEC27002 and includes procedures which

- ensure compliance with the Data Protection Legislation,
- protect information against accidental, unauthorised or unlawful processing, destruction, loss, damage or disclosure of Personal Data,
- ensure that unauthorised persons do not have access to Personal Data or to any equipment used to process Personal Data,
- protect IT systems from viruses and similar threats,

- provide for disaster recovery, and in particular ensure that the Personal Data is safely backed-up and
  - provide for the vetting of its employees and subcontractors' staff in accordance with the *Employer's* staff vetting procedures.
- 2.1.2 The *Consultant* provides training for its employees and subcontractors in accordance with the security plan.
- 2.1.3 The *Consultant* does not use any confidential or proprietary information provided to or acquired by it for any purpose other than to Provide the Services. The *Consultant* implements measures to prevent the disclosure of such information by its employees or subcontractors.
- 2.1.4 The *Employer's* security policy is set out in the documents "Statement of Highways England's IT Security Policy" and Chief Information Officer Memos 01/09, 05/08 and 04/08 (see link in **Annex 02**).
- 2.1.5 At Completion of this contract (or Completion of any Task Order instructed under Z Clause 49 if instructed by the *Service Manager*), or termination, the *Consultant* gives to the *Service Manager* all Personal Data held by them in a format specified by the *Service Manager* (or any subcontractor at any stage of remoteness from the *Employer* and Sub-Processor) and destroys, and procures that any subcontractor (at any stage of remoteness from the *Employer*) and Sub-Processor destroys, any electronic and paper copies of such data in a secure manner.
- 2.1.6 Where the *Consultant* obtains or collects Personal Data on behalf of the *Employer* the *Consultant*
- provides to Data Subjects a data protection notice in a form accepted by the *Service Manager* informing the Data Subject of the identity of the *Employer*, the identity of any data protection nominated lead it may have appointed, the purpose or purposes for which their Personal Data will be processed and any other information which is necessary having regard to the specific circumstances in which the Personal Data is, or is to be, processed to enable processing in respect of the Data Subject to be fair and
  - where applicable, obtains all necessary consents for the processing of Personal Data.
- 2.1.7 A failure to comply with this section is treated as a substantial failure by the *Consultant* to comply with its obligations.
- 2.1.8 Any project specific requirements and constraints for information security and data handling will be set out in in Volume 2c. (Also, any

further contract specific requirements, such as the need for the security plan to comply with ISO/IEC27002 and ISO/IEC27001 if appropriate.)

### Data Collection System

- 2.2.1 The *Consultant* captures all costs within a data collection system identified by the *Employer* in Work Breakdown Structure (WBS) form as a minimum for use on this contract in respect of applications for payment.
- 2.2.2 If the *Employer's* minimum requirements for the *Consultant's* data collection system are not met, the *Consultant* is required to effect such modifications or enhancements to its own data collection system, or those of its supply chain, as are required, to meet the *Employer's* requirements.
- 2.2.3 Any investment costs associated with implementing such enhancements are borne totally by the *Consultant* or its subcontractor (at any stage of remoteness from the *Employer*) and not charged back to the *Employer*.
- 2.2.4 Any project specific requirements and constraints for data collection system will be set out in Volume 2c.

### 2.3 Data Handling Requirements

- 2.3.1 The *Consultant* complies with the *Employers* data handling policy (see link in **Annex 02**) when working on the *Employer's* systems or handling the *Employers* data.
- When processing personal data on behalf of the *Employer*, the *Consultant* submits a security plan to the *Service Manager* for acceptance that complies with the requirements of ISO/IEC27001 and ISO/IEC27002.
- 2.3.2 A system on which the *Consultant* holds any *Employer's* data, including back-up data, is a secure system that complies with the security policy.

### 2.4 Breach of Security

- 2.4.1 "Breach of Security" is the occurrence of:
- any unauthorised access to or use of the Information Systems, the *Employer* Premises, the Sites, the Service Provider System, the *Employer* System (to the extent that it is under the control of

the *Consultant*) and/or any IT, information or data (including the Confidential Information and the *Employer Data*) used by the *Employer* and/or the *Consultant* in connection with this contract; and/or

- the loss (physical or otherwise), corruption and/or unauthorised disclosure of any information or data (including the Confidential Information and the *Employer Data*), including any copies of such information or data, used by the *Employer* and/or the *Consultant* in connection with this contract.

2.4.2 The *Consultant* develops and maintain a Security Incident management and reporting policy in accordance with the Customer's 'Information Security Incident Management Requirements' (see link in **Annex 02**) and ISO27001. The *Consultant* makes a full log of Security Incidents available to the *Service Manager* on request, and in any case on a quarterly basis. All Security Incidents defined as a Major Incident will be reported to the *Service Manager* as soon as practicable (in any case within twenty four (24) hours of the *Consultant* becoming aware of the Incident).

2.4.3 The Security Incident Management Process (see link in **Annex 02**), as a minimum, requires the *Consultant* upon becoming aware of a Breach of Security or an attempted Breach of Security to:

- immediately take all reasonable steps (which includes any action or changes reasonably required by the *Service Manager* which will be completed within such timescales as the *Service Manager* may reasonably require) necessary to:
  - minimise the extent of actual or potential harm caused by such Breach of Security
  - remedy such Breach of Security to the extent possible and protect the integrity of the Information System against any such potential or attempted Breach of Security
  - apply a tested mitigation against any such Breach of Security or potential or attempted Breach of Security and, provided that reasonable testing has been undertaken by the *Consultant*, if the mitigation adversely affects the *Consultant's* ability to Provide the Services so as to meet any Performance Indicator, the *Consultant* is granted relief against the failure to meet such affected Performance Indicator for such period as the *Service Manager*, acting reasonably, may specify by written notice to the *Consultant*; and

- prevent a further Breach of Security or attempted Breach of Security in the future exploiting the same root cause failure
- as soon as reasonably practicable and, in any event, within 2 working days, following the Breach of Security or attempted Breach of Security, provide to the Service Manager, full details of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Service Manager.

2.4.4 In the event that any action is taken in response to a Breach of Security or attempted Breach of Security which occurred as a result of non-compliance of the information security management system (ISMS) outlined in ISO 27001 and/or the risk management with the Baseline Personnel Security standard outlined in the HMG SPF and this contract, then such action and any required change to the Information System and/or risk management will be completed by the *Consultant* at no cost to the *Employer*.



**Highways England Company Limited**

## **Scope**

### **Annex 10 - Quality Table**

1 QUALITY TABLE (ANNEX 10)		
Failure	Quality Management Points [review and set level of those in square brackets as appropriate for this contract]	Period of effect
Failure to appoint a quality manager or to replace the quality manager when instructed by the <i>Employer</i>	25	Until audit confirms that failure corrected
Failure to have a complete Quality Plan in place and operating	25	Until audit confirms that Quality Plan complete and operating
A Quality Plan does not comply with the requirements of this contract	10 per failure	Until audit confirms that Quality Plan complies
Failure to identify a Non-Conformity and raise a Non-Conformity report	5 per Non-Conformity	6 months
Failure to raise a corrective action report and to correct a Non-Conformity in the time and manner set out in the corrective action report ( <i>see note 1 below</i> )	10 per failure	Until failure corrected
Failure to correct Quality Plan in the time and manner set out in a corrective action report ( <i>see note 1 below</i> )	10 per failure	Until failure corrected
Failure to implement recommendations in audit report ( <i>see note 1 below</i> )	5 per recommendation	Until audit confirms that recommendation implemented
Failure to carry out internal audit	15 per audit	Until audit carried out
Carrying out work without release of hold point	10 per item	6 months
Failure to make records available for inspection by the <i>Employer</i>	10 per failure	Until the records are made available
Failure to update HSMM Action Plan as required	10 per failure	Until audit confirms that HSMM Action Plan updated
Failure by <i>Consultant</i> to accrue Quality Management Points that should have been accrued	The number of Points that should have been accrued	The period applicable to the failure that should have accrued Points

	plus an additional number of Points equivalent to the Points that should have been accrued	6 months from the date when the additional Points were accrued
<i>Note 1: For these failures additional Points are accrued at each audit until an audit confirms that rectification/correction/implementation/action has taken place.</i>		



## **Highways England Company Limited**

### **Scope**

## **Annex 11 - Continual Improvement & Innovation**

## 1 CONTINUAL IMPROVEMENT AND INNOVATION (ANNEX 11)

### 1.1 Purpose and Scope

- 1.1.1 This annex sets out the *Employer's* minimum requirements for the *Consultant* in terms of continual improvement using Lean principles and Structured Innovation for the delivery of the *services*.
- 1.1.2 Continual improvement and innovation comprises five parts
- 1) Outcome requirements
    - Strategic objectives
    - The method (s)
      - Lean Continual Improvement
      - Structured Innovation
    - Performance measurement
    - *Employers* training.

### 1.2 Outcome requirements

- 1.2.1 The primary outcome from using continual improvement, based upon Lean principles, is the generation and realisation of reductions in the cost of Providing the Services for the benefit of both the *Employer* and the *Consultant*, while still achieving the requirements of the customer. These cost reductions will contribute to the overall efficiency savings that are specified in the Highways England Strategic Business Plan 2015-2020 and Highways England Delivery Plan 2015-2020 (see **Annex 2**) and beyond. Lean efficiency savings will be registered on the *Employer's* regional efficiency register.
- 1.2.2 An additional outcome will be the improvement of quality in Providing the Services, at a reduced or no additional cost to the *Employer*.
- 1.2.3 A further outcome will be that collaborative working techniques, such as Lean, Collaborative Planning will become fully integrated into all business activities. This will ensure a one team approach is seen as the culture for this contract and drive engagement right the way down from the *Employer* through the entire supply chain. Lean Collaborative Planning will be used to manage the delivery of both programmes and projects.
- 1.2.4 Lean Continual Improvement will ensure a focus is maintained at all times on the requirements of the customer, both internal and external.
- 1.2.5 The *Consultant* provides evidence that whole life costs have been fully considered during the optioneering /value engineering phases of the project or programme.

- 1.2.6 Structured Innovation techniques will be deployed routinely in conjunction with Lean to generate new ideas and step changes for more efficient ways of working, thus contributing to cost savings, while still meeting the requirements of the customer. The use of Structured Innovation is a technique that perfectly fits into the *Employer's* deployment of Lean both within its supply chain and internally. Structured Innovation will provide the tools to assist with the generation of ideas for the solution of problems during the Improvement phase of any Lean intervention.

### 1.3 Strategic objectives

- 1.3.1 The *Employer's* key themes which the *Consultant* is required to deliver are
- planning for the future,
  - growing our capability,
  - building stronger relationships,
  - efficient and effective delivery and
  - improved customer services.
- 1.3.2 The *Consultant's* executive leadership team need to fully understand their role as Continual Improvement Lean Innovation Leaders, they should
- commit themselves to self-development in terms of Lean Continual Improvement and Structured Innovation, not only by attending training workshops, but through background reading,
  - coach others in terms of Lean Continual Improvement and Structured Innovation,
  - drive and support a culture of daily Lean Continual Improvement, kaizen and innovation and
  - create the Continual Improvement and innovation vision which aligns goals both vertically and horizontally, to meet the needs of the *Employer*.
- 1.3.3 The *Consultant's* executive leadership team ensures that the continual improvement requirements, based upon Lean principles, are fulfilled at all times and actively drive Lean deployment in every aspect of their organisation.
- 1.3.4 The *Consultant* pro-actively manages their supply chain to ensure collaborative working takes place at all times to drive efficiency and achieve reductions in cost.
- 1.3.5 The *Consultant* identifies their key value streams to deliver the *works* and have a systematic and prioritised approach for the continuous/ongoing review and improvement of these value streams. The review of the value streams also includes the analysis and improvement of the Processes and Procedures contained within the Scope section S535 (Quality Management). The review of the value streams identifies waste and removes it.

- 1.3.6 The *Consultant* actively seeks out improvement opportunities that primarily generate reductions in the cost of Providing the Services whilst also still meeting the needs of the customer. The *Consultant* not only generates new and original improvement opportunities but makes full use of the *Employer's* Lean Knowledge Transfer Packs (KTP), which detail improvement ideas from the highways sector, that they can deploy on their phase of the construction process (see **Annex 2**).
- 1.3.7 The *Consultant* ensures that their employees and their supply chain's employees have Lean Continual Improvement and Structured Innovation skills and understanding. The level of skill and understanding required varies depending on the role being executed, but the *Consultant* trains sufficient numbers of employees to meet the needs of the business and those of the *Employer*.
- 1.3.8 The *Consultant* ensures that every employee from the most senior leader down, has Lean Continual Improvement goals incorporated into their annual personal development plans. These goals contribute to the efficiency targets that the *Employer* is required to achieve, as defined in the Highways England's Strategic Business Plan of 2015 to 2020 and beyond.
- 1.3.9 The *Consultant* ensures the realisation of any cost savings for all payment types in this contract (whether Option A-Lump Sum, Option C-Defined Cost or Option E, Cost Reimbursable) by using Lean Continual Improvement and Structured Innovation techniques. These efficiencies are registered on the *Employer's* regional efficiency register, with supporting evidence lodged as a Benefit Realisation Capture Form (BRCF) and KTP on the Highways England Lean tracker (see **Annex 2**).
- 1.3.10 The *Consultant* delivers other benefits that result in an improvement to the quality of the services at a reduced or no additional cost to the *Employer* whilst also meeting the requirements of the customer.

## 1.4 The methods

### Lean Continual Improvement

- 1.4.1 The *Consultant* is required to execute, as a minimum, the following continual improvement methodology, although it is accepted that it may adopt, at its own discretion, additional methods to deliver the above outcome requirements and strategic objectives, but at all times these additional methods ensure customer needs are met.
- 1.4.2 Lean is a method of delivering the above outcome requirements and strategic objectives, and is a way of delivering value in a system. It produces what a customer wants, when it is required, with a minimum of waste, and to a high level quality. Lean works through a relentless elimination of waste and reduction of variation. The reduction of variation will bring stability to

programme and project delivery through the use of Lean collaborative planning techniques.

1.4.3 The *Consultant* uses Lean tools to systematically make improvements, in a planned sequence, to its key value streams and the Processes and Procedures in its Quality Plan (as defined in section S540) in order to identify customer requirements, establish and optimise the execution of value adding activity, identify and minimise non-value adding activity and eliminate waste.

1.4.4 The execution of continual improvement forms part of the role and accountability of the *Employer* as defined in section S535. Continual improvement is the role and duty of every employee member of staff just as with Health and Safety.

1.4.5 The following points in paragraph 1.4.6 below are a synopsis of the Lean Continual Improvement methodology that are contained in the Highways England Lean Maturity Assessment (HELMA) see **Annex 2**. The full HELMA document and scoring matrix is available for free download from the Highways England Lean Publications web-site (see **Annex 2**), these documents represents a skeleton for how a successful business would operate to continuous improvement principles. It must be emphasised that Lean is not a stand-alone continual improvement methodology, undertaken by a select few, but is a successful business operating methodology and culture to be undertaken by everyone working on this contract.

1.4.6 **Integration of Lean into business strategy**

- The *Consultant* integrates Lean principles within the organisation's business plan and key strategy documents,
- ensures that the business plan sets out how Lean plays a part in delivering improved business performance and
- ensures that there is a well-defined and documented approach quantifying the benefits Lean will deliver to the business and its customers within the business plan. It is expected that a figure is specified by the *Consultant* for the Lean efficiencies that will be generated on an annual basis.

**Lean leadership and engagement**

The *Consultant* ensures

- the leadership team are fully engaged as Lean leaders and drive the Lean methodology as the chosen form of continual improvement throughout the organisation, its supply chain and collaborating with the *Employer*,
- their leadership team are trained as Lean leaders and have a Lean skill base so they can mentor others and

- that Lean is an agenda item at leadership team and below meetings.

### **Deployment management/ Lean infrastructure**

The *Consultant* ensures that

- the organisation has a Lean deployment strategy in place that manages all Lean activity,
- the Lean deployment strategy analyses business and *Employer* needs, the training of employees, the analysis of value streams, whilst also prioritising Lean activity for the capture of efficiency benefits and the transfer of knowledge. The Lean strategy covers each of the 10 HELMA aspect areas,
- lean priorities are set by consensus in line with the *Employer's* vision and have the full commitment of the leadership team and
- a Lean deployment programme for the year is in place that follows the format of the Lean Improvement Action Plan (see **Annex 2**).

### **Understanding customer value**

The *Consultant*

- ensures that an integrated customer satisfaction process exists whereby all employees are aware of customer satisfaction levels,
- actively seeks customer and *Employer* input to its operations,
- consults with customers and *Employer* on issues before they occur
- employs its own independent customer satisfaction systems / surveys to drive continued improvement and
- deploys Kano analysis to fully meet and understand the needs of the *Employer*

### **Understanding of processes and value streams**

The *Consultant* ensures

- for all critical value streams and most minor processes, effectiveness is frequently measured, displayed and counter measures introduced when required to drive continual improvement,
- for all value streams and processes, formal improvement plans are seamlessly woven into the day to day activities of the teams within the organisation and

- when value streams and processes are analysed, bottlenecks are identified, root causes for defects understood and waste removed via the application of the eight wastes.

### **Use of methodology and tools**

The *Consultant* ensures that

- the organisation has adopted a kitbag of Lean tools that meet the needs of its business and those of its client. The kitbag of tools deployed will ensure the specified Lean efficiency targets are delivered,
- that Lean tools are made readily available to all employees and the organisation's supply chain,
- success stories via Knowledge Transfer Packs (KTPs) from Lean deployment link back to the kitbag of tools and
- all employees and the organisation's supply chain have received formal training in the deployment of Lean tools. This contributes to improving the capability of their supply chain.

### **Organisational coverage, activity and capability**

The *Consultant* ensures

- everyone within the organisation has had the opportunity to develop their personal Lean capability,
- a targeted approach is taken to driving Lean within the organisation's supply chain. The success of this training can be measured by undertaking a HELMA on the organisation's suppliers. A target score for HELMA of 1.5 and above is deemed as an acceptable minimum level for an organisation developing a continuous improvement culture and
- the training programme for the organisation has the optimum blend of Lean awareness, practitioners, green belts, black belts and master black belts to support the improvement programmes and there is a genuine growth in Lean capability.

### **Performance improvement/ Benefit Realisation and delivery**

The *Consultant* ensures

- they directly contribute to the Highways England Area Efficiency Register by lodging efficiencies and registering them as Lean techniques,
- contributions to the Efficiency Register are evidenced through KTPs lodged on the Highways England Lean Tracker and supported by BRCF. Guidance on BRCFs and KTPs is available for free download from the Highways England portal (see **Annex 2**) and
- leadership team reviews and improvement activities are tracked and managed through to their ultimate realisation.

### **Lean collaboration, climate and culture**

The *Consultant* ensures that

- leaders create a climate in which people want to do their best, to motivate direct reports and all team members of the organisation,
- leaders ensure meetings are conducted around visual display boards, where team performance is actively displayed, discussed and countermeasures put in place to mitigate concerns and causes to drive root cause solutions to problems and
- integrated teams are established that deploy collaborative planning on the delivery phase of all construction projects and collaborative programme planning for the delivery of programmes of work.

### **Supplier maturity**

The *Consultant* ensures that

- supply chain partners are an active and integral part of the project teams,
- Lean improvement activity is founded on a collaborative working approach with true integrated project teams working with customers / *Employer* / stakeholder and supply chain partners and
- all supply chain partners adopt Lean principles and processes to routinely improve their business area and improve the capability of the entire supply chain.

1.4.7 In carrying out the above methodology the *Consultant* enables and supports its supply chain in the adoption of Lean Continual Improvement and engages the supply chain in Lean improvement projects.

1.4.8 The *Consultant* refers to the *Employer's* Managing Down Cost Toolkit to identify and consider continual improvement opportunities (see **Annex 2**).

### **Structural Innovation**

1.4.9 Structured Innovation is a unique, rigorous and powerful toolbox of techniques that can be applied to ensure that all potential areas of innovation are explored when seeking solutions to a problem. The tool-box of techniques has been developed from the "Russian Theory of Inventive Problem Solving (TRIZ)".

1.4.10 The use of the Structured Innovation tools are a direct compliment to Lean Continual Improvement and it exactly fits into the Improvement phase of any Lean Continual Improvement intervention. Structured Innovation is a complimentary initiative to Lean Continual Improvement and provides a tool-box of innovation techniques that sits within the Lean Continual Improvement philosophy and provides a mechanism for the generation of ideas at the Improvement phase of any lean intervention.

- 1.4.11 The *Consultant* executes the following minimum Structured Innovation methodology, although it is accepted that it may adopt, at its own discretion, additional methods to deliver Structured Innovation.
- 1.4.12 The *Consultant* uses Structured Innovation tools to drive a culture of innovation within their business. By adopting a structured approach it ensures that innovation becomes a skill that can be applied by all employees and not just a select few.
- 1.4.13 The execution of Structured innovation enables *Consultants* staff to come up with large step change ideas to meet the challenges of the future as identified in Highways England Strategic Business Plan of 2015-2020, in terms of increased spend balanced against a finite resource and expected efficiency savings.
- 1.4.14 The *Consultant*, in relation to -:
- strategic use of structured innovation - adopts structured innovation principles as part of formal strategic plans for the *Consultant's* business including the "Area Strategic Business Plan".
  - effective supporting of infrastructure - defines, develops and establishes a supplier network hub to raise awareness and use of structured innovation techniques.
  - innovation leadership - ensures senior leaders and management within the *Consultant's* organization enthusiastically embrace the concept of structured innovation and drive its use.
  - people development - ensures an education and training programme has been designed and deployed for all levels to cover structured innovation.
  - structure and behaviour - ensures policies and procedures promote, encourage and support the use of structured innovation, and that a mechanism is in place to capture innovations that link to the solution of problems.
  - collaborative working - ensures that structured innovation is used to drive innovation at collaborative working meetings.
- 1.4.15 In carrying out the above approach the *Consultant* assists and enables its supply chain in the adoption of structured innovation techniques.
- 1.4.16 The following list of Structured Innovation tools represent the minimum that the *Consultant* uses in deploying structured innovation
- consider "ideality" at the start when solving any problem, what is your ideal solution without the constraints of cost and technology and from this you can assess what are the main functions of ideality that you must deliver, and those functions that can be dropped.
  - thinking in both time and scale, using the 9 Box technique,

- the structured innovation prism, which leads you to consider world problems which mirror your problem which will lead to world solutions,
- the 39 technical contradictions matrix, which leads to 40 inventive principles,
- the use of functional analysis for the trimming of harmful actions from an operating system,
- the 8 trends of evolution,
- the analysis of the resources you have in your system which best match your customer's requirements,
- the effects data base of 2500 solutions,
- the 12 standard creativity triggers to promote big picture thinking,
- identify on KTP how structured innovation helped deliver a solution.

## 1,5 Performance Measurement

- 1.5.1 The *Consultant* records and measure the benefits realised from the execution of the Lean Continual Improvement process in accordance with the *Employer's* Lean Benefits Realisation Guide (see **Annex 2**). This system uses a Benefits Realisation Capture Form (BRCF) (see **Annex 2**) which at start up reports the forecast of expected savings and upon completion records the actual savings achieved. The *Consultant* submits a KTP for every improvement that is made so that this knowledge can be shared across the industry and further savings can be made when this new way of working is implemented. The *Consultant* proactively reviews and implements previous KTPs and adopts these new ways of working within its own organisation. Additionally, the KTPs form the documentary evidence that is required by the Office of Rail and Road regulation for the efficiencies the *Employer* is claiming.
- 1.5.2 The *Consultant* submits an annual Lean Continual Improvement Action Plan (IAP) to the *Employer*. Copies of the IAP can be downloaded free.
- 1.5.3 The *Consultant* reports to the *Employer* on a monthly basis the following matters using an "A3" format performance report (see **Annex 2**). Details of the A3 format are available for download on the Highways England website:
- Lean benefits achieved within month and forecast lean activities for the next month in line with the milestones in the annual Lean Continual improvement action plan.
  - ensure results are recorded showing general details about the improvement, planned/targeted benefits, and actual /realised benefits with supporting calculations.
- 1.5.4 For all Lean efficiency savings and all Lean projects, the *Consultant*

- Reports savings using the *Employer's* "Benefits Realisation Capture Form", and area efficiency register,
- Completes KTP, in either a report or A3 style that follows "Define, Measure, Analyse, Improve, Control and Transfer" (DMAICT).
- Logs the KTP on the *Employer's* Lean Tracker System as detailed in Annex 6 – Information Systems.

The *Consultant* adjusts its delivery of continual improvement process based on lessons learned from the ongoing measurement of its performance.

## 1.6 Training

1.6.1 The *Employer* supports the *Consultant* with training sessions in the following areas:

- 1 day of Lean awareness for key staff,
- Collaborative Planning and programme planning workshop, for key staff,
- Effective use of Continual Improvement cells workshop for key staff,
- Structured Innovation awareness workshop for key staff and
- Lean problem solving workshop for key staff.



**Highways England Company Limited**

## **Scope**

### **Annex 12 - Communications**

## 1 COMMUNICATIONS (ANNEX 12)

### 1.1 Introduction

- 1.1.1 The *Employer* produces an overarching annual communications strategy, (see **Annex 02**) which places emphasis on planned and targeted communications across all areas of the *Employer's* work, setting out the *Employer's* vision, values and company objectives, as outlined in Scope S105. Better, more accessible communications, are a key part of putting customers first.
- 1.1.2 The *Employer's* communications strategy places a clear, consistent visual identity, "brand" and company narrative as central to all publicity. This means that while the *Consultant* delivers the *services*, the *Employer* remains as the public face and has control over the wording and design of all publicity material.
- 1.1.3 The *Employer* publishes an annual communications plan (see **Annex 02**), which sets key themes and messages for the coming year. This is to be further supported by a project communications plan, to be produced by the *Consultant*. The project communications plan is to align with the *Employer's* overarching communications strategy, setting out the *Consultant's* approach to the delivery of the *services*. All communication activity is to support the key themes and messages within the annual and communications plan.

### 1.2 General Communication

- 1.2.1 The *Consultant* is to liaise with the *Service Manager*, in the first instance, in relation to all communications activities, opportunities and issues, unless otherwise agreed by the *Employer*.
- 1.2.2 The *Consultant* catalogues and records all documents, relating to communications undertaken during the life time of this contract, in accordance with Section S832 - Records.
- 1.2.3 The *Consultant* provides a monthly communications report to the *Service Manager*. The report is a mandatory requirement and is to include details of all proactive and reactive communications activity undertaken by the *Consultant* (and subcontractor where applicable). The report also includes details of all known existing or potential communication risks (e.g. damage to the *Employer's* reputation), known enquiries or issues; progress with project milestones, and community liaison work. The *Consultant* is not required to purchase a media monitoring or cuttings service in order to prepare the monthly report or as part of this contract.
- 1.2.4 The *Consultant* provides a project communications plan, prior to the commencement of an event or communications activities relating to the *services*, along with any copies of communications literature (e.g. leaflets

and other printed materials) developed by the *Consultant* for use prior to, or during, the *services*.

- 1.2.5 All communication plans produced by the *Consultant* require acceptance by the *Employer* prior to the implementation of the plans, and the commencement of the *services*. The *Consultant* puts into action the accepted communications plan.
- 1.2.6 The *Consultant* works with the *Service Manager* to identify key groups of customers and interested parties they need to communicate with. The *Consultant* works with the *Service Manager* to ensure these groups have the information required via the *Employer's* approved channels of communication.
- 1.2.7 The *Consultant* ensures that customers have the opportunity to provide feedback to the *Consultant* and the *Employer* in relation to the *services*.
- 1.2.8. The *Employer* provides:
- strategic advice on stakeholder, community and public engagement
  - guidance on the management of any campaign and lobbyist groups, professional bodies and organisations who vocally oppose the *services*
  - proactive and reactive communications advice for any activities which fall outside of the scope of this contract
  - communications advice on the delivery of key milestones in relation to the *services*
  - response to regional / national media enquiries
  - advice on the creation, implementation and management of all communication plans
  - stakeholder, community and media handling for negative/crisis issues
  - draft statements where required
  - "Lines to take" to be updated throughout the contract period
  - contributions to customer and community communications if required
  - advice on the most appropriate application of the *Employer's* visual branding guidelines and visual identity specification and
  - guidance on events, production of communications and announcements.
- 1.2.9 The *Employer* requires:

- regular liaison between the *Consultant* and the *Employer*,
- a basic fact sheet and route map to be available for issue to the media as required and
- the *Consultant* to commit to maintain regular and open communication with the *Employer*.

### 1.3 Media Relations

- 1.3.1 The *Consultant* seeks prior approval from the *Employer* before any contact is made with the media in relation to this contract. The *Consultant* retains regular contact with the *Service Manager*, as required by the *Employer*.
- 1.3.2 The *Consultant* accepts that the *Employer* can issue press notices and generate other publicity in relation to this contract (e.g. offering media interviews or placing articles in the press).
- 1.3.3 The *Consultant* does not release any information until the *Employer* has made its own announcement to the media in relation to the award of a contract or the commencement of the new service. The *Consultant* seeks prior approval from the *Employer* before issuing press notices.
- 1.3.4 The *Consultant* immediately notifies the *Employer* of any media enquiries received by the *Consultant* in relation to this contract. The *Consultant* does not make any comments or attend any interviews, or arrange any site visits, with the media without seeking prior written consent from *Employer*.
- 1.3.5 The *Consultant* immediately informs the *Employer* of any possible reactive or proactive media opportunities in relation to this contract, including any sensitive issues that may attract media interest.
- 1.3.6 The *Consultant* provides the *Employer* with any information, which enables the *Employer* to provide advance and reactive notice to the media in relation to the impact this contract may have upon road users (e.g. providing details on programme dates).
- 1.3.7 Not used
- 1.3.8 The *Consultant* makes explicitly clear when speaking on behalf of the *Employer* during media activities (e.g. interviews) in connection with this contract. The *Consultant* seeks prior written approval from the *Employer* before conducting interviews in relation to the *Employer's* policies and procedures.

### 1.4 Social Media

- 1.4.1 The *Consultant* adheres to the *Employers* Social Media Policy (see link in **Annex 02**), when undertaking any social media activities on behalf of the *Employer*, or in relation to the services.

- 1.4.2 The *Employer* uses its own social media channels to promote work being undertaken on its behalf by the *Consultant*. The *Consultant* must not set up any social media channels on behalf of the *Employer*.
- 1.4.3 Where the *Consultant* requires the use of social media to communicate on behalf of the *Employer*, or in relation to the *services*, the *Consultant* seeks prior approval from the *Employer*
- 1.4.4 The *Consultant* seeks written approval from the *Employer* prior to undertaking any social media activity, in association with or, on behalf of the *Employer* or the *services*, via its own social media channels.
- 1.4.5 The *Consultant* is to maintain regular and open communication with the *Employer* where instructed to do so throughout the lifetime of this contract.
- 1.4.6 The *Consultant* makes the *Employer-Consultant* relationship explicit when undertaking social media activity on behalf of the *Employer* or in relation to the *services*.
- 1.4.7 The *Consultant* does not release any information on social media in relation to the award of a contract or the commencement of the new *services*, until the *Employer* has made its own announcement via its own approved media channels. The *Employer* reserves the right to decline any posts, by the *Consultant*, on social media.
- 1.4.8 The *Consultant* does not respond to any customers enquiries about, or on behalf of, the *Employer* via its own social media channels, unless otherwise agreed with the *Employer*. The *Consultant* passes all social media enquiries to the *Employer*, immediately.
- 1.4.9 Not used.

## 1.5 Branding and Marketing

- 1.5.1 The *Consultant* adheres to the *Employer's* tone of voice and visual branding guidelines, particularly when undertaking any public facing activities. The *Employer's* visual identity specifications are:
1. "Highways England: Our Visual Identity" (see link in **Annex 02**);
  2. 'Normal not formal. A guide to our corporate narrative, tone of voice and writing style' (see link in **Annex 02**).
- 1.5.2 The *Consultant* uses the *Employer's* existing approved templates and all other applicable materials, so far as is practicable when developing and producing communication plans for this contract. The *Consultant* seeks approval from the *Employer* before using its own templates and materials.
- 1.5.3 The *Consultant* conforms to the *Employer's* visual identity and branding policy and technical specifications, including for the preparation and

production of all information and communications materials. These are set out in the *Employer's* visual identity specifications and visual branding guidelines, as outlined in clause 1.7.1 above, and further information is available from the *Employer*. All material must be approved by the *Employer*.

- 1.5.4 The *Consultant* adheres to the *Employers* visual branding guidelines and visual identity specification in relation to the branding and removal of branding of any dedicated operations vehicles. This also applies to letters, emails, personal protection equipment, PowerPoint presentations, leaflets, newsletters, statutory notices and all other materials. For a full list of where *Employer* logos can and cannot be used, refer to the *Employer's* visual branding guidelines and visual identity specifications referred to in clause 1.7.1. The *Employer's* branding is to be present on all contract related materials.
- 1.5.5 All branding and design issues are the responsibility of the *Employer* and the *Consultant* seeks, follows and implements the advice of this team.
- 1.5.6 The *Consultant* provides the *Service Manager*, as required, with information in relation to this contract, to update the *Employer's* website. All content must be approved by the *Employer* prior to issue onto the website. All material relating to this contract on the *Employers'* or other external websites (i.e. non-*Employer* websites) must make the *Employer-Consultant* relationship explicit in that the *Consultant* is working on behalf of the *Employer*.
- 1.5.7 Not used.

## 1.6 Traffic Management

Not Used.

## 1.7 Publicity and Public Relations

- 1.7.1 The *Consultant* manages all queries and complaints received, in relation to the *services*, in accordance with all *Employer* policies and procedures, including the *Employer's* complaints procedure, see link in **Annex 02**. The *Consultant* accepts the *Employer's* definitions, complies with the *Employer's* policies and procedures, and to timescales outlined by the *Employer* in relation to customer correspondence and complaints.
- 1.7.2 The *Consultant* maintains a record of all correspondence and complaints, and any actions taken, in relation to this contract. The *Consultant* retains all records in accordance with section S832 (Records)
- 1.7.3 The *Consultant* provides information, as required by the *Employer*, to facilitate the preparation of all statements and responses to enquiries or concerns raised by, or on behalf of the public. This may also include

enquiries or concerns raised by a public organisation (e.g. the United Kingdom parliament). The *Consultant* is to provide the information to the *Service Manager* within the time period specified by *Employer* (acting reasonably having regard to the purpose of the provision of the information requested and to the nature and extent of the information requested).

- 1.7.4 Where enquiries or concerns are raised with, or addressed to the *Employer* (and not with the *Consultant* directly), the *Consultant* is to communicate its response via the *Employer* and not directly with member of Public, or Public Organisation without having obtained prior written approval from the *Employer* of the form and terms of its communications, save to the extent that they are legally required to do otherwise.
- 1.7.5 The *Consultant* seeks prior approval from the *Employer* before any communications or publicity activity is undertaken by the *Consultant* on behalf of the *Employer*.
- 1.7.6 The *Consultant* informs the *Employer* of any significant community issues or any public meetings being held in relation to the *services*, and to the timescales specified by the *Employer*.
- 1.7.7 The *Consultant* seeks prior written approval from the *Employer* before accepting any invitations to appear at public meetings or events on behalf of the *Employer*, or in relation to the *services*.
- 1.7.8 The *Consultant* populates and maintains the *Employer's* stakeholder management tracker, in order to set out and record engagement and progress with key stakeholder groups in relation to this contract.
- 1.7.9 The *Consultant* commits to regular and open communication with the *Service Manager* and any other applicable internal/external stakeholders of the *Employer*.
- 1.7.10 The *Consultant* submits all communication materials and documents to the *Employer* for review and publication approval and provides the *Employer* with notice to undertake the review as advised by the *Service Manager*.
- 1.7.11 The *Consultant* immediately informs the *Employer* of any communications, in relation to this contract with:
- identified stakeholder groups at regional or national level
  - Local or National Media
  - Members of Parliament (MPs) or Members of European Parliament (MEPs) and
  - any other third party where the matters in question might reasonably be expected by the *Consultant* to have political significance or be in the public interest, or concern issues of

policy.

- 1.7.12 The *Consultant* provides the *Employer* with a briefing document, prior to the commencement of the *services*, which provides details of the project background, key objectives and any communication requirements.
- 1.7.13 The *Consultant* makes recommendations to the *Employer* on publicity arrangements relating to this contract.
- 1.7.14 The *Consultant* informs Others affected by the *services*.
- 1.7.15 Any publicity activity for the *services* which are being carried out by the *Consultant*, on behalf of the *Employer* makes the *Employer-Consultant* relationship clearly explicit.

## 1.8 Community Relations

- 1.8.1 The *Consultant* seeks prior written approval from the *Employer* before issuing any newsletters, information materials or significant correspondence to community groups or individuals in relation to this contract. The *Service Manager* and the *Consultant* observe any spending or operational restrictions applicable to communications, marketing and publicity activities.
- 1.8.2 The *Consultant* immediately informs the *Service Manager* of any community issues or any public meetings being held in relation to the *services*.
- 1.8.3 The *Consultant* seeks approval from the *Employer* prior to accepting any invitations to appear at public meetings or events in relation to this contract.
- 1.8.4 The *Consultant* includes media and community liaison issues as an agenda item at all monthly review meetings where appropriate.

Any additional project specific requirements for Community relations will be set out in Volume 2c.

## 1.9 Public Consultation

- 1.9.1 Where required by the project or programme, the *Consultant* supports delivery of any public consultation process as required by this contract. This includes, but is not limited to, where required
- supporting the communications strategy
  - contributing to stakeholder identification, mapping and communications planning activities to target and communicate with stakeholders
  - contributing to regular reviews during the period of consultation to enable alterations to be made to any part of consultation activity

- reviewing questionnaires produced as part of consultation
- advising the best forms of engagement to use recognised methods such as questionnaires, focus groups and information events
- contributing to lessons learnt processes to inform the development of best practice standards
- supporting on ensuring that all local communities affected by the project or programme's proposal, have access to an event within their locality
- ensuring that appropriate risk assessments, working with Employer health and safety representatives, are undertaken to ensure sufficient levels of security, welfare and wellbeing for those delivering the services and
- promoting the use of new technology and encouraging innovation in delivery of any consultation activities.

## **Highways England Company Limited**

### **Scope**

## **Annex 13 - Form of Novation**

**(Old Employer to New Employer)**

**HIGHWAYS ENGLAND COMPANY LIMITED**  
as Old Employer

**[•]**  
as New Employer

**[•]**  
as Consultant

**DEED OF NOVATION**

relating to a [•] contract for the provision of [•] in Highways England Area [•]

**DATED [●]**

## Parties

- 1) **HIGHWAYS ENGLAND COMPANY LIMITED** (company no 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ (the “**Old Employer**”),
- 2) *[insert details of replacement authority]* (the “**New Employer**”)
- 3) [●] (company no [●]) whose registered office is at [●] (the “**Consultant**”)

## Background

- A) By the Contract, the Employer has employed the Consultant to Provide the Services.
- B) The Old Employer has agreed (with the consent of the Consultant) to transfer all its rights and obligations under the Contract to the New Employer and the Consultant has agreed to accept the liability of the New Employer in place of the liability of the Old Employer under the Contract upon and subject to the terms of this deed, which is supplemental to the Contract.

## 1. Definitions and Interpretation

- 1.1 Unless the contrary intention appears, the following definitions apply:

“**Contract**” means the contract dated [●] between the Employer (1) and the Consultant (2) (including any further agreement varying or supplementing the Contract) under which the Consultant has agreed to Provide the Services.

“**Services**” means the services to be carried out by the Consultant pursuant to the Contract.
- 1.2 The clause and paragraph headings in this deed are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
- 1.3 Words in this deed denoting the singular include the plural meaning and vice versa.
- 1.4 References in this deed to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force, and references to a statute include statutory instruments and regulations made pursuant to it.
- 1.5 Words in this deed importing one gender include both other genders and may be used interchangeably, and words denoting natural persons, where the context allows, include corporations and vice versa.

## 2. Novation

- 2.1 The Old Employer and the Consultant release and discharge each other from the further performance of their respective obligations under the Contract and the Consultant acknowledges and accepts the liability of the New Employer in place of the liability of the Old Employer under the Contract.
- 2.2 The Consultant undertakes to be bound to the New Employer by the terms of the Contract in every way as if the New Employer was and always had been a party to the Contract in place of the Old Employer.
- 2.3 The Consultant acknowledges and warrants to the New Employer that it has duly observed and performed and will continue duly to observe and perform all its obligations under the Contract.

## 3. New Employer's Undertakings

- 3.1 Subject to Clause 4.1 below, the New Employer undertakes to be bound to the Consultant by the terms of the Contract and to perform the obligations on the part of the Employer under the Contract in every way as if the New Employer was and always had been a party to the Contract in place of the Old Employer.

## 4. Payment of Sums Due

- 4.1 The Consultant and the Old Employer agree that the total amount to be paid by the Old Employer to the Consultant for the Services provided under the Contract prior to the date of this deed is £[●]. The Consultant acknowledges that the Old Employer has paid the sum of £[●] prior to the date of this deed. The balance of £[●] shall be invoiced by the Consultant to the Old Employer and paid by the Old Employer in accordance with the Contract.
- 4.2 The Consultant and the New Employer agree that the New Employer shall be solely responsible (to the exclusion of the Old Employer) for payment of all sums due to the Consultant under the Contract for any Services provided after the date of this deed.
- Include only if New Employer is Government Department or Office of Her Majesty Government
- 4.3 Where, under Clause 2.2 above or under any other contract between the New Employer and the Consultant, any sum of money is recoverable from or payable by the Consultant to the New Employer, such sum may be deducted from or reduced by the amount of any sum then due or which may at any time become due from the New Employer to the Consultant under Clause 4.2 above or under any other contract with any Department or Office of Her Majesty's Government.

## **5. Notices**

- 5.1 Any notice or other communication required under this deed shall be given in writing and shall be deemed to have been properly given if compliance is made with section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962 and the Postal Services Act 2000).

## **6. Governing Law and Disputes**

- 6.1 This deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.
- 6.2 The parties agree that the courts of England and Wales shall have exclusive jurisdiction to determine any dispute arising out of or in connection with this deed, including (without limitation) in relation to any non-contractual obligations. The parties irrevocably submit to the jurisdiction of those courts.

**Execution Page**

**This deed has been executed as a deed and delivered on the date stated at the beginning of this deed.**

**OPTION 1a** [execution by Highways England under seal]

Executed as a deed by **HIGHWAYS ENGLAND COMPANY LIMITED** by affixing its common seal in the presence of:

Director

Director/Secretary

**OPTION 1b** [execution by Highways England under seal]

Executed as a deed by **HIGHWAYS ENGLAND COMPANY LIMITED** by affixing its common seal in the presence of:

Authorised Signatory

Authorised Signatory

**OPTION 2a**

Executed as a deed by **HIGHWAYS ENGLAND COMPANY LIMITED** acting by:

Director

Director/Secretary

<b>OPTION 2b</b> Executed as a deed by <b>HIGHWAYS ENGLAND COMPANY LIMITED</b> acting by:	
	Authorised Signatory
	Authorised Signatory

Executed as a deed by [NEW EMPLOYER] in the presence of:	
	Authorised Signatory
	Authorised Signatory

Executed as a deed by [CONSULTANT] in the presence of:	
	Authorised Signatory
	Authorised Signatory



## **Highways England Company Limited**

# **Scope**

## **Annex 14 - Form of Novation**

**(Old Consultant to New Consultant)**

**HIGHWAYS ENGLAND COMPANY LIMITED**  
as Employer

**[●]**  
as New Consultant

**[●]**  
as Old Consultant

**DEED OF NOVATION**

relating to a [●] contract for the provision of [●]services in relation to [●]

**DATED [●]**

## Parties

- 1) **HIGHWAYS ENGLAND COMPANY LIMITED** (company no 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ (the “Employer”),
- 2) [●] (company no [●]) whose registered office is at [●] (the “Old Consultant”)
- 3) [●] (company no [●]) whose registered office is at [●] (the “New Consultant”)

## Background

- A) By the Contract, the Employer has employed the Old Consultant to Provide the Services.
- B) The Old Consultant has agreed (with the consent of the Employer) to transfer all its rights and obligations under the Contract to the New Consultant and the Employer has agreed to accept the liability of the New Consultant in place of the liability of the Old Consultant under the Contract upon and subject to the terms of this deed, which is supplemental to the Contract.

## 1. Definitions and Interpretation

- 1.1 Unless the contrary intention appears, the following definitions apply:  
  
“**Contract**” means the contract dated [●] between the Employer (1) and the Old Consultant (2) (including any further agreement varying or supplementing the Contract) under which the Old Consultant has agreed to Provide the Services.  
  
“**Services**” means the services to be carried out by the Old Consultant pursuant to the Contract.
- 1.2 The clause and paragraph headings in this deed are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
- 1.3 Words in this deed denoting the singular include the plural meaning and vice versa.
- 1.4 References in this deed to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force, and references to a statute include statutory instruments and regulations made pursuant to it.
- 1.5 Words in this deed importing one gender include both other genders and may be used interchangeably, and words denoting natural persons, where the context allows, include corporations and vice versa.

## **2. Novation**

- 2.1 The Old Consultant and the Employer release and discharge each other from the further performance of their respective obligations under the Contract and the Employer acknowledges and accepts the liability of the New Consultant in place of the liability of the Old Consultant under the Contract
- 2.2 The New Consultant undertakes to be bound to the Employer by the terms of the Contract in every way as if the New Consultant was and always had been a party to the Contract in place of the Old Consultant.
- 2.3 The Employer acknowledges and warrants to the New Consultant that it has duly observed and performed and will continue duly to observe and perform all its obligations under the Contract.

## **3. New Consultant's Undertakings**

- 3.1 Subject to Clause 4.1 below, the New Consultant undertakes to be bound to the Employer by the terms of the Contract and to perform the obligations on the part of the Consultant under the Contract in every way as if the New Consultant was and always had been a party to the Contract in place of the Old Consultant.

## **4. Payment of Sums Due**

- 4.1 The Employer and the Old Consultant agree that the total amount to be paid by the Employer to the Old Consultant for the Services provided under the Contract prior to the date of this deed is £[●]. The Old Consultant acknowledges that the Employer has paid the sum of £[●] prior to the date of this deed. The balance of £[●] shall be invoiced by the Old Consultant to the Employer and paid by the Employer in accordance with the Contract.
- 4.2 The New Consultant acknowledges that any payment made by the Employer to the Old Consultant in respect of the Services (whether before or after the date of this deed) shall be treated as having been made to the New Consultant and that the Employer's payment obligation under the Contract shall to that extent be treated as discharged.

## **5. Notices**

- 5.1 Any notice or other communication required under this deed shall be given in writing and shall be deemed to have been properly given if compliance is made with section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962 and the Postal Services Act 2000).

## **6. Governing Law and Disputes**

- 6.1 This deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.
- 6.2 The parties agree that the courts of England and Wales shall have exclusive jurisdiction to determine any dispute arising out of or in connection with this deed, including (without limitation) in relation to any non-contractual obligations. The parties irrevocably submit to the jurisdiction of those courts.

**Execution Page**

**This deed has been executed as a deed and delivered on the date stated at the beginning of this deed.**

**OPTION 1a** [execution by Highways England under seal]

Executed as a deed by **HIGHWAYS ENGLAND COMPANY LIMITED** by affixing its common seal in the presence of:

Director

Director/Secretary

**OPTION 1b** [execution by Highways England under seal]

Executed as a deed by **HIGHWAYS ENGLAND COMPANY LIMITED** by affixing its common seal in the presence of:

Authorised Signatory

Authorised Signatory

**OPTION 2a**

Executed as a deed by **HIGHWAYS ENGLAND COMPANY LIMITED** acting by:

Director

Director/Secretary

<b>OPTION 2b</b> Executed as a deed by <b>HIGHWAYS ENGLAND COMPANY LIMITED</b> acting by:	
	Authorised Signatory
	Authorised Signatory

Executed as a deed by [OLD CONSULTANT] in the presence of:	
	Authorised Signatory
	Authorised Signatory

Executed as a deed by [NEW CONSULTANT] in the presence of:	
	Authorised Signatory
	Authorised Signatory



**Highways England Company Limited**

## **Scope**

### **Annex 15 - Health and Safety**

1 HEALTH, SAFETY AND WELLBEING (ANNEX 15)	
1.1 General Requirements	
1.1.1	The <i>Consultant</i> complies with the <i>Employer's</i> health and safety and wellbeing requirements as detailed in this Annex and in Annex 2 (reference documents) to the Scope.
1.1.2	The <i>Consultant</i> complies with and operates according to all relevant and prevailing health and safety legislation, considerations, guidance and industry best practice. The <i>Consultant</i> Provides the Services in a way that aligns to the <i>Employer's</i> health, safety and wellbeing policies and initiatives.
1.2 Management of Health and Safety	
1.2.1	<p>The <i>Consultant</i>:</p> <ul style="list-style-type: none"> <li>operates a formal health and safety management system which complies with or ISO45001:2018, or another equivalent and relevant standard accepted by the <i>Service Manager</i>.</li> <li>documents the systems and fully and effectively implements the health and safety management system prior to the <i>access date</i> and</li> <li>gains certification in accordance with S535 of the Scope.</li> <li>provides evidence to the <i>Service Manager</i> to demonstrate that the health and safety management system is documented satisfactorily and is effectively implemented to meet the timescale stated above. The <i>Service Manager</i> may prevent the <i>Consultant</i> from starting any work until such evidence is provided.</li> </ul>
1.2.2	The certification requirements for the <i>Consultant's</i> corporate health and safety system for this contract are <b>as set out in S600 (Quality Management)</b> .
1.2.3	The <i>Consultant</i> operates and develops its health and safety management system to meet the <i>Employer's</i> requirements. The <i>Consultant</i> provides consistency of approach and interoperability with other stakeholders where appropriate, ensuring activities are consistent between all stakeholders, allowing seamless provision of the <i>services</i> .
1.2.4	The <i>Consultant's</i> health and safety management system forms part of the <i>Consultant's</i> Quality Plan as defined in Annex 1 of the Scope.
1.3 <i>Consultant's</i> occupational health management system	
1.3.1	<p>The <i>Consultant</i>:</p> <ol style="list-style-type: none"> <li>operates an occupational health management system in line with requirements of the Health and Safety Executive's prevailing</li> </ol>

	<p>construction occupational health management model, “Essentials of Managing Construction Health Risks”, and</p> <p>1. participates in <i>Employer</i> working groups to improve health and safety management performance in relation to the following topics:</p> <ul style="list-style-type: none"> <li>designing for health and safety in buildability and operability and maintenance, and</li> <li>construction health and safety improvement, and sustainable design and sustainable construction.</li> </ul>
1.3.2	<p>If, in the opinion of the <i>Employer</i> the <i>Consultant</i> is providing the services in an unsatisfactory manner or commits a breach of:</p> <ul style="list-style-type: none"> <li>any prevailing legislation or,</li> <li>the <i>Consultant’s</i> health and safety management system or,</li> <li>a subcontractor’s health and safety management system or,</li> <li>the <i>Employers</i> Health and Safety Management System,</li> </ul> <p>the <i>Service Manager</i> notifies the <i>Consultant</i> following the process set out in GG128 (Requirements for reporting incidents, events and undesirable circumstances: health, safety, wellbeing, structural and environmental) and raises formally via the Quality Points system and the <i>Employer’s</i> H&amp;S management system assurance process.</p>
1.3.3	<p>The notification provided by the <i>Service Manager</i> to the <i>Consultant</i> sets out the breach or breaches identified, with reasons, and outlines the minimum steps required of the <i>Consultant</i> to rectify the breach, and a date for rectifying.</p>
1.3.4	<p>Where the <i>Consultant</i> has been given notification of a breach the <i>Consultant</i> rectifies the breach or failure to Provide the Services in a satisfactory manner, by the date specified by the <i>Service Manager</i>. The <i>Consultant</i> corrects other breaches that are not notified by the <i>Employer</i>.</p>
<b>1.4 Subcontractors’ health and safety management systems</b>	
	Not used.
<b>1.5 Health and safety culture and communication</b>	
1.5.1	<p>The <i>Consultant</i> ensures that it creates a culture and communications that align to the <i>Employer’s</i> “Home Safe and Well” approach. The <i>Consultant</i></p> <ul style="list-style-type: none"> <li>operates a behavioural safety programme;</li> <li>establishes, operates and delivers health and safety employee consultation arrangements to its employees in accordance with</li> </ul>

	<p>applicable prevailing health and safety legislation</p> <ul style="list-style-type: none"> <li>• provides relevant health and safety training, including induction, to staff and visitors to ensure compliance with prevailing health and safety legislation and approved codes of practice and</li> <li>• participates in <i>Employer</i> events, programmes and initiatives as appropriate and if requested.</li> </ul>
<b>1.6 Health and safety exchange of information</b>	
1.6.1	The <i>Employer</i> provides information requested by the <i>Consultant</i> to enable the <i>services</i> to be performed in a safe and legally compliant manner.
1.6.2	The <i>Consultant</i> provides information in the frequency and format specified in this contract, or if a different frequency and format is required, as specified by the <i>Service Manager</i> .
1.6.4	The <i>Consultant</i> immediately brings to the attention of the <i>Service Manager</i> any issue or potential issue that may have a detrimental impact on the health and safety of any stakeholders.
<b>1.7 Health and safety resources</b>	
1.7.1	The <i>Consultant</i> retains sufficient competent health and safety resource as part of its management structure.
1.7.2	<p>The minimum requirements for the <i>Consultant's</i> health and safety resources are that their leads</p> <ul style="list-style-type: none"> <li>• have membership of The Institution of Occupational Safety and Health (IOSH);</li> <li>• are qualified to National Examination Board in Occupational Safety and Health (NEBOSH) diploma standard (or higher);</li> <li>• have a demonstrable working knowledge of prevailing health and safety legislation, guidance and approved codes of practice relevant to the <i>services</i>.</li> </ul> <p>1. have the appropriate level of competence, training and demonstrable experience in the field for which they are Providing the Services.</p> <p>The named roles and descriptions are set out in in Volume 2c.</p>
<b>1.8 Health &amp; safety competence of <i>Consultant's</i> employees</b>	
1.8.1	The <i>Consultant</i> ensures that its employees are competent to Provide the Services and upon request provides the <i>Service Manager</i> with information

	about the <i>Consultant's</i> arrangements for assuring employee competence and with employee training records.
1.8.2	Before commencement of the <i>services</i> the <i>Consultant</i> provides the <i>Service Manager</i> with a statement (signed by a person authorised to sign tenders on behalf of the company) to confirm that all the <i>Consultant's</i> employees and subcontractors (at any stage of remoteness from the <i>Employer</i> ) are competent to undertake the roles they are assigned to, to deliver the <i>services</i> . The <i>Consultant</i> provides further signed statements to the <i>Service Manager</i> when any new <i>Consultant</i> employees are appointed or assigned to deliver the <i>services</i> .
1.8.5	For roles where no suitable recognised competence standards exist, the <i>Consultant</i> provides information against the selection criteria and method used to provide assurance of competence.
<b>1.9 Health and Safety in Construction</b>	
	Not used.
<b>1.10 Incident Reporting and Investigation</b>	
1.10.1	The <i>Consultant</i> complies with the <i>Employer's</i> Guidance GG128 "Requirements for reporting incidents, events and undesirable circumstances: health, safety, wellbeing, structural and environmental" or its later update or replacement, including any time periods required by GG128. <b>(see link in Annex 02)</b> If a time period is not specified in GG128 then the <i>period of reply</i> applies unless agreed otherwise by the <i>Service Manager</i> .
1.10.2	Following the notification of an incident, the <i>Consultant</i> , in line with the <i>Employer's</i> standards, determines if a formal investigation is required, and if necessary follows the notification, investigation and reporting procedures as set out therein.
1.10.3	The <i>Consultant</i> undertakes investigations with an independent competent person who has relevant training, knowledge and experience in effective accident/incident investigation.
1.10.4	Nothing prevents the <i>Consultant</i> from carrying out its own (additional) investigation of an incident, and in such case, the <i>Consultant</i> provides a copy of its completed incident report to the <i>Employer</i>
1.10.5	The incident report provides <ul style="list-style-type: none"> <li>• information on the circumstances surrounding the accident/ incident and any remedial measures to be taken in order to prevent a recurrence, and</li> <li>• relevant photographs and statements</li> </ul>

	as an integral part of the report.
1.10.6	Where the <i>Consultant</i> is compiling a draft investigation report, the <i>Consultant</i> discusses the findings of the draft report with the <i>Service Manager</i> prior to the production of the final draft of such a report.
1.10.7	The <i>Consultant</i> implements applicable recommendations arising from incident investigations within the timescales agreed with the <i>Service Manager</i> .
1.10.8	The <i>Employer</i> has the right to investigate any incidents wherever they may occur.
1.10.9	The <i>Consultant</i> provides the <i>Employer</i> unrestricted access at all reasonable times to the facilities, equipment, materials, employees and records of the <i>Consultant</i> or the subcontractor (at any stage of remoteness from the <i>Employer</i> ) for this purpose (subject to any statutory or contractual obligation prohibiting this access).
1.10.10	<p>The <i>Consultant</i> provides a copy all materials related to an incident to the <i>Service Manager</i> within the timescales agreed. Any material that would otherwise fall to be disclosed by the <i>Consultant</i> to the <i>Employer</i> may be withheld by the <i>Consultant</i>, provided that the <i>Consultant's</i> legal adviser confirms to the <i>Employer</i> that the material is:</p> <ul style="list-style-type: none"> <li>• a confidential communication between the <i>Consultant</i> and its legal advisor for the purposes of seeking or giving legal advice that the legal advisers would normal expect to be given legal privilege in the normal course of its business with the <i>Consultant</i>, or</li> <li>• a confidential communication between the <i>Consultant</i> or its legal advisers and a third party where the communication came into existence with the dominant purpose of being used in connection with contemplated, pending or actual litigation in adversarial proceedings (as opposed to investigations or fact- finding inquiries).</li> </ul>
1.10.11	The <i>Consultant</i> ensures that all subcontracts (at any stage of remoteness from the <i>Employer</i> ) contain requirements similar to subparagraphs 1 and 10 above.
<b>1.11 Health and Safety Inspections</b>	
1.11.1	Not used.
<b>1.12 Health and Safety Management Audit</b>	
1.12.1	The <i>Consultant</i> allows the <i>Service Manager</i> unrestricted access at all contracted hours to the premises, equipment, materials, employees and records of the <i>Consultant</i> and any subcontractors (at any stage of

	remoteness from the <i>Employer</i> ) (unless a statutory or contractual obligation prohibits the disclosure of any such records) to audit any or all of the <i>Consultant's</i> health and safety management systems. The <i>Consultant</i> includes, in all subcontracts, the rights of access for the <i>Service Manager</i> .
1.12.2	The <i>Consultant</i> implements all recommendations from such audits agreed by the <i>Employer</i> within a timescale mutually agreed between the <i>Service Manager</i> and the <i>Consultant</i> .
<b>1.13 Construction Design and Management (CDM) Regulations 2015 compliance</b>	
1.13.1	Not used.
<b>1.14 Medical Fitness</b>	
1.14.1	The <i>Consultant</i> advises the <i>Service Manager</i> of any known medical disability or condition of any <i>Consultant</i> employees, or subcontractor's employees, or employees of any other related party, which is to be risk assessed and effective controls put in place to ensure their own health, safety and wellbeing and the health, safety and wellbeing of others.
1.14.2	When requested by the <i>Service Manager</i> , the <i>Consultant</i> provides such records and other evidence (anonymised and with consideration given to the protection of personal data at any stage of remoteness from the <i>Employer</i> as may be reasonably required by the <i>Employer</i> to demonstrate compliance with the above requirement.
<b>1.15 Health Assessment and Control</b>	
1.15.1	The <i>Consultant</i> ensures that its direct employees are provided with such health surveillance as appropriate, having regard to the risks to their health and safety which are identified by a risk assessment and in accordance with prevailing health and safety and other relevant legislation.
1.15.2	The <i>Consultant</i> makes wellbeing services available to its employees and supply chain in line with, but not exhaustive of, the <i>Service Manager's</i> instructions.
1.15.3	The <i>Consultant</i> monitors and records working days lost due to illness and stress-related conditions, and introduces management systems for minimising ill health. This data is supplied on request to the <i>Service Manager</i> .
<b>1.16 Alcohol and Substance Abuse</b>	
1.16.1	The <i>Consultant</i> ensures its employees, whilst engaged in Providing the Services, are not at any time in possession of, do not take, have not taken, and are not under the influence of any intoxicating substance ('Prohibited Substance'). This requirement does not apply where the <i>Consultant's</i>

	employees possess a Prohibited Substance for bona fide medical reasons, for which the <i>Service Manager</i> has given written acceptance for such <i>Consultant</i> employees to be engaged in Providing the Services.
1.16.2	The <i>Consultant</i> notifies the <i>Service Manager</i> of any its employees who are undergoing a voluntary detoxification/rehabilitation programme. The <i>Employer</i> has the right to prevent such <i>Consultant's</i> employees from Providing the Services if it considers that there is a risk to the Health, Safety and Wellbeing of that employee or any other person involved in Providing the Services or a risk to the satisfactory delivery of the services.
1.16.3	Where the <i>Employer</i> is of the opinion, that any of the <i>Consultant's</i> employees (or any subcontractors involved in Providing the Services) may be in possession of, have taken, or are under the influence of any Prohibited Substance while Providing the Services, the <i>Service Manager</i> instructs the <i>Consultant</i> to perform a drug and alcohol test using the following as appropriate of such <i>Consultant</i> employees: <ul style="list-style-type: none"> <li>• breath testing by breathalyser</li> <li>• urine testing by urinalysis</li> <li>• a search of personal possessions/ work area of such <i>Consultant</i> employees for evidence of a Prohibited Substance.</li> </ul>
<b>1.17 Health and Safety Charity-based Incentive Schemes</b>	
1.17.1	The <i>Consultant</i> adopts charity-based incentive schemes covering local and national charities if requested to do so by the <i>Employer</i>
<b>1.18 Health and Safety Maturity Matrix Action Plan</b>	
1.18.1	Not used.
<b>1.19 Management of Road Risk</b>	
1.19.1	Not used.
<b>1.20 Driving for Better Business and Work- Related Road Safety.</b>	
1.20.1	The <i>Consultant</i> , as part of its organisation's health and safety at work programme <ul style="list-style-type: none"> <li>• is a member of an accredited scheme for managing "Work-Related Road Risk" (WRRR),</li> <li>• provides evidence of this to the <i>Service Manager</i> and</li> <li>• manages WRRR to an appropriate standard for the services that is being provided.</li> </ul>

1.20.2	<p>Within six months of the <i>starting date</i> (unless otherwise advised by the <i>Service Manager</i>) the <i>Consultant</i></p> <ul style="list-style-type: none"> <li>• registers with the “Driving for Better Business” (DfBB) programme,</li> <li>• undertakes the DfBB risk assessment and gap analysis of their ‘driving at work’ activities which covers all drivers and vehicles that may be used on business,</li> <li>• implements a ‘driving for work’ policy that <ul style="list-style-type: none"> <li>• complies with “Health and Safety Executive” (HSE) guidance,</li> <li>• applies to all areas of the business,</li> <li>• applies to all types of driving undertaken,</li> <li>• is communicated effectively to all employees who may drive for business purposes and</li> <li>• includes a statement from their chief executive officer (CEO) or board director responsible for WRRR that outlines the importance attached to work-related road safety,</li> </ul> </li> <li>• implements an effective system for measuring and monitoring driver and vehicle compliance. This includes as a minimum <ul style="list-style-type: none"> <li>• records of crashes and investigation results,</li> <li>• driver training or education supplied,</li> <li>• driver licence checking and relevant insurance checking,</li> <li>• employee policy acceptance and</li> <li>• where relevant vehicle checks and defect reporting,</li> </ul> </li> <li>• implements an effective system for promoting the same level of awareness regarding WRRS and compliance with HSE guidance through any subcontractors involved in Providing the Services.</li> <li>• The Consultant completes (and ensures that all its subcontractors complete <ul style="list-style-type: none"> <li>• the “Driving for Better Business (DfBB) Leadership Statement” (commitment) (see link in Annex 02) and</li> <li>• a self-declaration that they manage WRRS to the minimum acceptable level. The Consultant takes any</li> </ul> </li> </ul>

	<p>required measures to ensure that declarations are correct,</p> <ul style="list-style-type: none"> <li>• demonstrates to the Employer the reduction of collisions, incidents or instances of non-compliance year on year, or provides a reasonable explanation if this is not the case and</li> <li>• includes these requirements in all subcontracts (at any stage of remoteness from the Employer)</li> </ul>
<b>1.21 Security</b>	
1.21.1	<p>The <i>Consultant</i> obtains the consent of its employees to the searching at any time by an authorised representative of the <i>Employer</i> of their person or their property or of any article including, without limitation, any container, package, box, holdall, suitcase or vehicle which is in the possession or use of <i>Consultant's</i> employees on the <i>Employer's</i> premises/ property, or being retained by the <i>Employer</i> on behalf of the <i>Consultant</i> or <i>Consultant's</i> employees.</p>
1.21.2	<p>Any person not complying or unwilling to comply with the requirements above, is removed from the <i>Employer's</i> premises/ property and not permitted access to the <i>Employer's</i> premises/property.</p>
<b>1.22 Supply Chain Leadership Group</b>	
1.22.1	<p>The Industry initiatives created and endorsed by the Supply Chain Safety Leadership Group;</p> <ul style="list-style-type: none"> <li>• “Common Intent documents”</li> <li>• “Raising the Bar documents”</li> <li>• “Lessons Learnt”</li> </ul> <p>drive improvements in health, safety and wellbeing standards across the industry. Details can be found in <b>Annex 02</b>.</p>
1.22.2	<p>The <i>Consultant</i> compares the “Common Intent” and “Raising the Bar” initiative guidance with their own health safety and wellbeing practices and provides a report to the <i>Service Manager</i> prior to the <i>access date</i> detailing:</p> <ul style="list-style-type: none"> <li>• where the “Common Intent” or “Raising the Bar” guidance is more comprehensive than the <i>Consultant's</i>, the <i>Consultant</i> produces a remedial plan for bringing their working practices up to this minimum standard and</li> </ul> <p>where the <i>Consultant's</i> working practices surpass those set out in the guidance, the <i>Consultant</i> provides details of these to allow the <i>Employer</i> to update the guidance for the benefit of all road workers.</p>
1.22.3	<p>The <i>Employer</i> undertakes an independent audit process established to assure the implementation of “Common Intent” and “Raising the Bar”</p>

	activities. Assessment (and expectation) levels will increase over time as health, safety and wellbeing standards are raised and the bar is set incrementally higher.
<b>1.23 Safe Home and Well Approach</b>	
1.24.1	<p>The <i>Consultant</i> submits to the <i>Service Manager</i> for acceptance, a strategy of how it will operate around the <i>Employer's</i> Home Safe and well initiative.</p> <p>The <i>Consultant</i> commits and contributes to the <i>Employer's</i> Home Safe and Well initiative and considers where a positive difference can be added</p> <p>The <i>Consultant</i>:</p> <ul style="list-style-type: none"> <li>• considers how their role in connecting the country can really make a difference and embed safety as the first imperative across all areas of responsibility,</li> <li>• recognises the behaviours that enable the culture change required to achieve our vision and deliver the objectives of the organisation,</li> <li>• engages and collaborates as appropriate with the wider business, supply chain and other stakeholders to promote health, safety and wellbeing, recognising behaviours that bring "Home Safe and Well" to life</li> <li>• is responsible and accountable for the health, safety and wellbeing of those employed by the <i>Consultant</i> and those the <i>Consultant</i> works with and</li> <li>• embeds the Home Safe and Well approach within Health and Safety implementation and action plans.</li> </ul>
<b>1.24 Deleterious and hazardous materials: Not used</b>	
<b>1.25 "Highways England Passport Scheme"</b>	
1.25.1	<p>The <i>Employer</i> (and the "Supply Chain Safety Leadership Group" (SCSLG)) endorses the full implementation of the "Highways England Passport Scheme" (see link in Annex 02) to evidence training and competence. The <i>Employer</i> encourages all suppliers to sign up within six months of the <i>starting date</i>.</p> <p>The "Highways England Passport Scheme" has 2 parts:</p> <ol style="list-style-type: none"> <li>1. <b>The Smartcard/System</b>, a single database accessible by all applicable license holders with the ability to record training, competence, tool box talks, notify expiry dates, data sharing and migration on individuals moving between service providers that can be read by a variety of mobile or fixed access card readers;</li> <li>2. <b>The Highways Common Induction (HCI)</b>, to provide a baseline</li> </ol>

	<p>understanding of the common hazards on the <i>Employer's</i> network, reducing the induction process repeated on every project by removing the content that is common to all sites.</p> <p>More information on the passport scheme and full information on how to join can be found on the link in Annex 02.</p>
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**Highways England Company Limited**

## **Scope**

### **Annex 16 - Parent Company Guarantee**

**HIGHWAYS ENGLAND COMPANY LIMITED**  
*as Employer*

**[•]**  
as Guarantor

**PARENT COMPANY GUARANTEE**  
relating to the **[Contract Title ]**

## DATED [●]

### • Parties

- 1) **HIGHWAYS ENGLAND COMPANY LIMITED** (company no 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ (the “**Employer**”),
- 2) [●] (company no [●]) whose registered office is at [●] (the “**Guarantor**”)

### • Background

- A) By the Contract, the *Employer* has employed the *Consultant* to Provide the Services.
- B) The Guarantor is the [ultimate] parent company of the *Consultant*.
- C) The Guarantor has agreed to guarantee the due performance by the *Consultant* of his obligations under the Contract in the manner set out in this deed.

### • Operative Provisions

#### 1. Definitions and Interpretation

- 1.1 Unless the contrary intention appears, the following definitions apply:
- “**Contract**” means the contract dated [●] between the *Employer* (1) and the *Consultant* (2) under which the *Consultant* has agreed to Provide the Services.
- “**Consultation**” means [●] (company no [●]) whose registered office is at [●].
- “**Insolvency Event**” means the *Consultant* being unable to pay its debts (as defined by Sections 123(1) and 268(1) of the Insolvency Act 1986) or any corporate action, legal proceedings or other procedure or step is taken in relation to:
- suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrange, scheme of arrangement or otherwise) of the *Consultant* other than a solvent liquidation or reorganisation of the *Consultant*;
  - a composition, assignment or arrangement with any creditor of the *Consultant*,

- the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of the *Consultant* or any of its assets; or
- enforcement of any security over any assets of the *Consultant*
- or any analogous procedure or step is taken in any jurisdiction.

**“Services”** means the services to be carried out by the *Consultant* under work orders issued by the *Employer* pursuant to the Contract.

- 1.2 The clause headings in this deed are for the convenience of the parties only and do not affect its interpretation.
- 1.3 Words importing the singular meaning include the plural meaning and vice versa.
- 1.4 Words denoting the masculine gender include the feminine and neuter genders and words denoting natural persons include corporations and firms and all such words shall be construed interchangeably.
- 1.5 References in this deed to a clause are to a clause of this deed.
- 1.6 References in this deed to any statute or statutory instrument include and refer to any statutory amendment or re-enactment for the time being in force.

## 2. Guarantee

- 2.1 In consideration of the Employer agreeing to enter into the Contract with the Consultant, the Guarantor irrevocably and unconditionally guarantees and undertakes to the Employer that:
- the Consultant will perform and observe all his obligations under the Contract at the times and in the manner provided in the Contract; and
  - in the event of any breach of such obligations by the Consultant, the Guarantor shall procure that the Consultant makes good the breach or otherwise cause it to be made good and shall indemnify the Employer against any loss, damage, demands, charges, payments, liability, proceedings, claims, costs and expenses suffered or incurred by the Employer arising from or in connection with it.
- 2.2 The Guarantor shall also indemnify the *Employer* against:
- any costs, losses and expenses (including legal expenses) which may be suffered or incurred by the *Employer* in seeking to enforce and enforcing (i) this Guarantee and/or (ii) any judgment or order obtained in respect of this Guarantee; and
  - any loss or liability suffered or incurred by the *Employer* if any of the obligations of the *Consultant* under the Contract is or becomes

illegal, invalid or unenforceable for whatsoever reason as if such obligations were not illegal, invalid or unenforceable.

- 2.3 Any limitation or defence which would have been available to the *Consultant* in an action under the Contract shall likewise be available to the Guarantor in a corresponding action under this deed, provided that nothing in this clause shall:
- prejudice or affect any liability of the Guarantor under clause 2.2; nor
  - allow the Guarantor to avoid liability if either of the events specified in clause 5 occurs.

## 2. Guarantor's Liability

- 3.1 The obligations of the Guarantor under this deed are in addition to and independent of any other security which the *Employer* may at any time hold in respect of the *Consultant's* obligations under the Contract and may be enforced against the Guarantor without first having recourse to any such security.
- 3.2 The obligations of the Guarantor under this deed are in addition to and not in substitution for any rights or remedies that the *Employer* may have against the *Consultant* under the Contract or at law.
- 3.3 The liability of the Guarantor under this deed shall in no way be discharged, lessened or affected by:
- an Insolvency Event;
  - any change in the constitution, status, function, control or ownership of the Consultant or any legal limitation, disability or incapacity relating to the Consultant or any other person;
  - the Contract or any of the provisions of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
  - any time given, waiver, forbearance, compromise or other indulgence shown by the Employer to the Consultant,
  - the assertion or failure to assert or delay in asserting any rights or remedies of the Employer or the pursuit of any right or remedy of the Employer;
  - the giving by the Consultant of any security or the release, modification or exchange of any such security or the liability of any person; or
  - any other act, event, omission or circumstance which but for this provision might operate to discharge, lessen or otherwise affect the liability of the Guarantor

- 3.4 In each case with or without notice to, or the consent of, the Guarantor and the Guarantor unconditionally and irrevocably waives any requirement for notice of, or consent to, such matters.
- 3.5 Any decision of an adjudicator, expert, arbitral tribunal or court in respect of or in connection with the Contract and any settlement or arrangement made between the *Employer* and the *Consultant* shall be binding on the Guarantor.

### 3. Variations to the Contract

- 4.1 The Guarantor authorises the *Consultant* and the *Employer* to make any addition or variation to the Contract, the due and punctual performance of which shall likewise be guaranteed by the Guarantor in accordance with the terms of this deed. The liability of the Guarantor under this deed shall in no way be discharged or lessened by any such addition or variation.

### 3. Liquidation/Determination

- 5.1 The Guarantor covenants with the *Employer* that:
- if a liquidator is appointed in respect of the *Consultant* and the liquidator disclaims the Contract; or
  - if the *Consultant's* employment under the Contract is determined for any reason
- the liability of the Guarantor under this deed shall remain in full force and effect

### 4. Waiver

- 6.1 The Guarantor waives any right to require the *Employer* to pursue any remedy (whether under the Contract or otherwise) which it may have against the *Consultant* before proceeding against the Guarantor under this deed.

### 5. Rights of Guarantor against *Consultant*

- 7.1 The Guarantor shall not by any means or on any ground seek to recover from the *Consultant* (whether by instituting or threatening proceedings or by way of set-off or counterclaim or otherwise) or otherwise to prove in competition with the *Employer* in respect of any payment made by the Guarantor under this deed nor be entitled in competition with the *Employer* to claim or have the benefit of any security which the *Employer* holds for any money or liability owed by the *Consultant* to the *Employer*. If the Guarantor shall receive any monies from the *Consultant* in respect of any payment made by the Guarantor under this deed, the Guarantor shall hold such monies in trust for the *Employer* for so long as the Guarantor remains liable or contingently liable under this deed.

## 6. Continuing Guarantee

- 8.1 The terms of this deed are a continuing guarantee and shall remain in full force and effect until each part of every obligation of the *Consultant* under the Contract has been performed and observed and until each and every liability of the *Consultant* under the Contract has been satisfied in full.

## 7. Third Party Rights

- 9.1 Unless the right of enforcement is expressly granted, it is not intended that any third party should have the right to enforce any provision of this deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

## 8. Notices

- 10.1 Any notice or other communication required under this deed shall be given in writing and shall be deemed to have been properly given if compliance is made with section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962 and the Postal Services Act 2000).

## 9. Governing laws

- 11.1 The application and interpretation of this deed shall in all respects be governed by English law and any dispute or difference arising under it shall be subject to the exclusive jurisdiction of the courts of England and Wales save that any decision, judgment or award of such courts may be enforced in the courts of any jurisdiction.

**Execution Page**

**This deed has been executed as a deed and delivered on the date stated at the beginning of this deed.**

Executed as a deed by <b>[GUARANTOR]</b> acting by [ <i>name of director</i> ] in the presence of:	Director:
Name of witness:	
Signature of witness:	
Address:	
Occupation:	

Executed as a deed by <b>[GUARANTOR]</b> acting by:	Director:
Director:	
Director/Secretary:	

## **Annex 17 Category Management – Not used.**