

**NATIONAL HIGHWAYS LIMITED**  
**FRAMEWORK AGREEMENT RELATING TO OPERATIONAL TECHNOLOGY**  
**TASK ORDER**

**ORT\_00105**

**PROVISION OF A NATIONAL ENFORCEMENT CAMERA SOLUTION – DEVELOPMENT,  
UPGRADE OF EXISTING ASSETS, SUPPLY & INSTALLATION, OPERATIONAL SUPPORT**

## TASK ORDER

### TASK ORDER TO ENTER INTO A CALL-OFF CONTRACT UNDER THE FRAMEWORK AGREEMENT RELATING OPERATIONAL TECHNOLOGY (the "Framework Agreement"):

Dated 04 July 2024, Reference number **ORT\_00105**

- (1) **NATIONAL HIGHWAYS LIMITED** a company registered in England under company number 09346363 whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey, GU1 4LZ ("**Customer**");
- (2) **INDRA SISTEMAS S.A.** (Company Number: FC028001 and Branch No. BR009707) whose registered address is at Avenida de Bruselas, 35 Alcobendas, Madrid (the "**Supplier**").

#### Recitals

- (A) The Customer wishes to enter into a Call-Off Contract for Deliverables under the Framework Agreement. Accordingly, this Task Order is issued pursuant to clause 6 (Ordering Procedure) of the Framework Agreement.
- (B) The Supplier is required to respond to the Task Order in accordance with its obligations under clause 6.7 (Ordering Procedure) of the Framework Agreement.
- (C) Following the agreement of this Task Order, the Customer may require the Supplier to enter into a Call-Off Contract on the terms of the agreed form Task Order, incorporating the Call-Off Terms.

#### 1. DEFINITIONS AND INTERPRETATION

- 1.1 Unless otherwise stated, defined terms used in this Task Order have the meanings given in Schedule 1 (Definitions) of the Call-Off Terms.
- 1.2 The Customer wishes to avoid the situation where through completion of this Task Order by the Customer and the Supplier, a Call-Off Contract creates a conflict with the Framework Agreement. Therefore, if there is a conflict between a Call-Off Contract and the Framework Agreement, the Framework Agreement shall prevail to the extent of such conflict and the Supplier shall comply with the instructions of the Customer (acting reasonably and in consultation with the Supplier) on how such conflict shall be resolved.

#### 2. TERMS OF CALL-OFF CONTRACT

- 2.1 The Annexes to this Task Order specify all of the variables necessary to complete a Call-Off Contract.
- 2.2 The Call-Off Contract shall be on the terms of this Task Order incorporating the following Call-Off Terms and shall be "this Agreement" for the purposes of the Call-Off Terms and the Annexes to this Task Order:

Call-Off Terms main body agreement;

Schedule 1 (Definitions)

Schedule 2 (Performance Levels)

Schedule 3 (Standards)

Schedule 4A (Security Management: Assurance)

Schedule 4B (Security Management: Accreditation)

Schedule 5 (Customer Responsibilities)

Schedule 7 (Implementation Plan)

Schedule 8 (Testing Procedures)

Schedule 9 (Charges and Invoicing)

Schedule 10 (Payments on Termination)

Schedule 11A (Financial Transparency Objectives and Open Book Data)

Schedule 11B (Financial Reports)

Schedule 11C (Audit Rights)

Schedule 12 (Reports and Records Provisions)

Schedule 13 (Exit Management)

Schedule 14 (Service Continuity Plan and Corporate Resolution Planning)

Schedule 17 (Change Control Procedure)

Schedule 19 (Collaboration and Interface Obligations)

Schedule 21 (Protection of Personal Data)

Schedule 22 (Insurance Requirements)

2.3 Nothing in this Task Order shall be binding on either Party unless and until it is signed by both Parties.

## **ANNEX 1**

### **GENERAL INFORMATION**

#### **1. DEFINITIONS**

- 1.1 The Call-Off Effective Date shall be date this Task Order is signed by both Parties.
- 1.2 The Deposited Software shall be SGI-ERCU, SGI-OVDS and CIRANO-NECS.
- 1.3 The Initial Term
  - a) shall be two (2) years in respect of the development phase for National Enforcement Camera Solution (NECS)
  - b) Shall be three (3) years in respect of the upgrade of legacy HADECS 3X assets to NECS
  - c) shall be five (5) years in respect of supply and installation of NECS
  - d) shall be five (5) years in respect of operational support of NECS
- 1.4 The Maximum Extension Period
  - a) shall be up to twelve (12) months, on a rolling monthly basis in respect of the development phase for NECS, to cater solely for any delays to the development programme
  - b) shall be up to two (2) years in respect of the upgrade of legacy HADECS 3X assets to NECS
  - c) shall be up to two (2) years in respect of supply and installation of NECS
  - d) shall be up to five (5) years, on a rolling annual basis, in respect of operational support of NECS
- 1.5 The Implementation Services Commencement Date shall be the Call-Off Effective Date
- 1.6 The Operational Services Commencement Date
  - a) This call-off order is initially for item a) as set out under 1.3 Initial Term. Any further phases i.e. b), c), d) will not commence without the express written approval, by the Customer. For example, items b, c and d may occur the next working day following completion of Milestone 6 (as stated in Part 1, Table 6) if the Customer provides approval to proceed.
- 1.7 A Critical Performance Failure shall mean:
  - 1.7.1 the Supplier accruing in aggregate twenty (20) or more Service Points (in terms of the number of points allocated) in any period of three (3) months; or
  - 1.7.2 the Supplier accruing Service Credits or Compensation for Unacceptable KPI Failure which meet or exceed the Service Credit Cap;

- 1.8 For the purposes of part (c) of the definition of Intervention Trigger Event in Schedule 1 (Definitions) of the Call-Off Terms the aggregate number of Service Points shall be fifteen (15) or more Service Points (in terms of the number of points allocated) in any period of three (3) months.
- 1.9 **Milestone Dates:** The dates for the completion of each milestone outlined in this call-off are calculated from the date of the Inception Meeting, which is 10 July 2024. On this date, the following milestones deadlines are established:
1. **Milestone 1: Approval of Detailed Design**
    - **Deadline:** 74 days from the date of the Inception Meeting, which is 22 September 2024.
  2. **Milestone 2: Approval of the Prototype for Testing**
    - **Deadline:** 268 days from the date of the Inception Meeting, which is 04 April 2025.
  3. **Milestone 3: Approval of Product Acceptance Testing**
    - **Deadline:** 344 days from the date of the Inception Meeting, which is 19 June 2025.
  4. **Milestone 4: Approval of off-Road HOTA Testing at Bruntingthorpe Test Site**
    - **Deadline:** 435 days from the date of the Inception Meeting, which is 18 September 2025.
  5. **Milestone 5: Approval of on-road Trials at Two National Highways Sites**
    - **Deadline:** 456 days from the date of the Inception Meeting, which is 09 October 2025.
  6. **Milestone 6: Approval – HOTA Approval and All Documentation**
    - **Deadline:** 638 days from the date of the Inception Meeting, which is 09 April 2026.

**Inception Meeting Date:** The Inception Meeting for this project will be held on 10 July 2024. This date will be the baseline date as referred to in Annex 4, Key Performance Indicators.

## 2. REPRESENTATIVES AND CALL-OFF KEY PERSONNEL

- 2.1 For the purposes of Clause 12.3 (Representatives) of the Call-Off Terms, the Supplier Representative shall be:

Name	Responsibilities/Authorities	Minimum Period during which they will be a Supplier Representative
Redacted	Supplier's Representative	2 years

- 2.2 For the purposes of Clause 12.4 (Representatives) of the Call-Off Terms, initial Customer Relationship Manager and initial Customer Representatives (if any) shall be:

Name	Responsibilities/Authorities
Redacted	Customer Relationship Manager
Redacted	Customer Representative

- 2.3 In accordance with Clause 16.3 (Call-Off Key Personnel) of the Call-Off Terms, the Parties have agreed the appointment of the following Call-Off Key Personnel:

Name of Call-Off Key Personnel	Key Role	Responsibilities/Authorities	Key Role Minimum Period/ Phase of the Project during which they will be Call-Off Key Personnel
Redacted	Business Development Director	Supplier's Representative	2 years
Redacted	Programme Manager	Contact for Service of any Termination Notice	2 years
Redacted	Data Protection Officer	Data Protection Officer	2 years

### 3. KEY SUB-CONTRACTORS

3.1 For the purposes of clause 17.12 (Appointment of Key Sub-contractors) of the Call-Off Terms the Customer consents to the appointment of the following Key Sub-contractors:

Key Sub-contractor name and address (if not the same as the registered office)	Registered office and company number	Related product/Deliverable description	Key Sub-contract price expressed as a percentage of total projected Charges over the Term	Key role in delivery of the Deliverables	Credit Rating	Credit Rating Threshold
SMARTMICRO UK LIMITED	Unit 1 & 2, Highcroft Ind Est, Enterprise Road, Waterlooville, Hampshire, PO8 0BT  Company number: 04600485	Installation of EAV System, NECS Primary-Spot Speed, NECS secondary-Average Speed, Mocks Outstations, ERCU and OVDS.	Redacted	Equipment installation and maintenance subcontractor	Redacted	Redacted
H.W.Martin (Traffic Management) Limited	Fordbridge Lane, Blackwell, Alfreton, Derbyshire, DE55 5JY	Design Traffic Management including production of autocad drawing Install, maintain and remove traffic	Redacted	Traffic management subcontractor	Redacted	Redacted

	Company number: 02221214	management and lane closure				
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#### 4. **WARRANTY**

- 4.1 For the purposes of clause 6.5.5 (Goods), there are specified warranty requirements. The following shall be required:

For a period of at least one (1) year following handover of an asset to the Police, there shall be a 'Warranty Period'. During the 'Warranty Period', the Supplier shall remedy any defect or error with the asset at no additional charge to the Customer. The 'Warranty Period' will end after completion of at least the first annual routine maintenance, which includes calibration and at least one (1) year has elapsed following handover of an asset to the Police.

#### 5. **PERFORMANCE MONITORING SYSTEM**

This Call-Off Contract does require a Performance Monitoring System.

#### 6. **SERVICE CONTINUITY**

- 6.1 For the purposes of paragraph 2.1 of Schedule 14 (Service Continuity Plan and Corporate Resolution Planning) of the Call-off Terms, the relevant period for the definition of "Disaster" is a period of

- a) Thirty (30) days in respect to the development of NECS phase
- b) Ten (10) days in respect to the upgrade of existing HADECS 3X assets, supply and installation of NECS
- c) Ten (10) days in respect to the operational support of NECS

- 6.2 For the purposes of paragraph 2.1 of Schedule 14 (Service Continuity Plan and Corporate Resolution Planning) of the Call-Off Terms, the following shall be Related Suppliers and any Key Sub-Contractors. (Smart Micro UK Limited, H.W. Martin Limited as stated in Annex 3 – Key Subcontractors)

#### 7. **LIMITATIONS ON LIABILITY**

- 7.1 The table below sets out, by Contract Year, the maximum amount of the Unrecovered Payment, Breakage Costs Payment and Compensation Payment that the Customer shall be liable to pay to the Service Provider pursuant to Schedule 10 (Payments on Termination) of the Call-Off Terms.

<b>Termination Date</b>	<b>Maximum Unrecovered Payment</b>	<b>Maximum Breakage Costs Payment</b>	<b>Maximum Compensation Payment</b>
In respect of the NECS Development Phase, anytime in the first	The whole of the current milestone (which is uncompleted at the time of Termination) as well as up to 25% of the remaining total firm price for all other uncompleted milestone	The whole of the current milestone (which is uncompleted at the time of Termination) as well as up to 25% of the remaining total firm price for all other uncompleted milestone	The whole of the current milestone (which is uncompleted at the time of Termination) as well as up to 25% of the remaining total firm price for all other uncompleted milestone

Contract Year	s at the time of Termination (with the Supplier providing evidence of committed spend for remaining uncompleted milestones)	s at the time of Termination (with the Supplier providing evidence of committed spend for remaining uncompleted milestones)	s at the time of Termination (with the Supplier providing evidence of committed spend for remaining uncompleted milestones)
In respect of the NECS Development Phase anytime in the second Contract Year	The whole of the current milestone (which is uncompleted at the time of Termination) as well as up to 50% of the remaining total firm price for all other uncompleted milestones at the time of Termination (with the Supplier providing evidence of committed spend for remaining uncompleted milestones)	The whole of the current milestone (which is uncompleted at the time of Termination) as well as up to 50% of the remaining total firm price for all other uncompleted milestones at the time of Termination (with the Supplier providing evidence of committed spend for remaining uncompleted milestones)	The whole of the current milestone (which is uncompleted at the time of Termination) as well as up to 50% of the remaining total firm price for all other uncompleted milestones at the time of Termination (with the Supplier providing evidence of committed spend for remaining uncompleted milestones)
Any time after the Development Phase	Redacted	Redacted	Redacted

The total sums payable under Maximum Unrecovered Payment and Maximum Breakage Costs Payment and Maximum Compensation Payment together shall not exceed the total permissible for Maximum Unrecovered Payment or Maximum Breakage Costs Payment or Maximum Compensation Payment.

7.2 The relevant percentage for the purpose of the Service Credit Cap in Schedule 1 (Definitions) of the Call-Off Terms) shall be Redacted

7.3 NOT USED

7.4 NOT USED

## 8. INSURANCES

### Third Party Public and Products Liability Insurance

8.1 For the purposes of this Contract the limit of indemnity and maximum deductible threshold under paragraphs 3 and 8 respectively to Part A (Third Party Public and Products Liability Insurance) of Annex 1 (Required Insurances) to Schedule 22 (Insurance Requirements) of the Call-Off Terms shall be as follows:

Not less than the £10,000,000.00 in respect of any one claim and in the aggregate per annum.

### Professional Indemnity Insurance

8.2 For the purposes of this Contract the limit of indemnity and maximum deductible threshold under paragraphs 3 and 8 respectively to Part B (Professional Indemnity Insurance) of Annex 1 (Required Insurances) to Schedule 22 (Insurance Requirements) of the Call-Off Terms shall be amended as follows:



Not to exceed £5,000,000.00 for each and every claim.

### **Additional Insurances**

8.3 The following additional insurances shall be required:

Property Damage Insurance / Goods in Transit Insurance	The Supplier shall ensure they have appropriate primary perils insurance for any of the Customer' property held in their possession or in storage.
Cyber Liability Insurance	The Supplier should have adequate Cyber Liability Insurance, in order to provide the Requirements, as necessary.

and shall be included in the definition of "Required Insurances" in Schedule 1 (Definitions) of the Call-Off Terms.

### **9. TERMINATION**

9.1 For the purpose of clause 33.3.1 (Termination by the Supplier) of the Call-Off Terms, the relevant amount of undisputed sums in aggregate shall be £1,000,000.00.

### **10. NOTICES**

10.1 In accordance with clause 44.4 (Notices) of the Call-Off Terms, the following addresses and other details for service of Termination Notices shall apply:

	<b>Supplier</b>	<b>Customer</b>
<b>Contact</b>	Redacted	Redacted
<b>Address</b>	Redacted	Redacted
<b>Email</b>	Redacted	Redacted

### **11. GOVERNANCE**

In accordance with clause 4.1 (Governance) of the Framework Agreement, no amendments are required to Schedule 7 (Framework Management and Performance) for the purposes of this Call-Off Contract. The Supplier should however comply with all Governance arrangements as described in Annex 2 of this Task Order.

### **12. VOLUME BASED PRICING**

For the purposes of Paragraph 6.3 to Part A of Schedule 9 (Charges and Invoicing) of the Call-Off Terms, the Charges labelled as 'Fixed Prices', shall be subject to annual Indexation.

### **13. CORPORATE RESOLUTION PLANNING**

The Call-Off Contract is a Critical Service Contract.

### **14. NOT USED**

14.1 NOT USED

14.2 NOT USED

## **ANNEX 2**

### **REQUIREMENTS, SUPPLIER DESCRIPTIONS, GOODS**

#### **LOT: 1**

##### **PART A: REQUIREMENTS**

See Part D: Services and Part E: Optional Deliverables

##### **PART B: SUPPLIER SOLUTION**

Redacted

##### **PART C: GOODS**

NOT USED

##### **PART D: SERVICES AND PART E: OPTIONAL DELIVERABLES**

See NECS WORKS SPECIFICATION.PDF and NECS TECHNICAL SPECIFICATION TR2482 E1.PDF

### **ANNEX 3**

#### **CUSTOMER RESPONSIBILITIES**

##### **Part A**

NOT USED

##### **Part B**

The table below details the responsibilities of the Customer for the purposes of paragraph 3 of Schedule 5 (Customer Responsibilities) of the Call-Off Terms:

None further to any specific obligations in respect of Customer Responsibilities as outlined in Annex 2 of this Task Order.

## ANNEX 4

### PERFORMANCE LEVELS

#### *KPI's related to the Development Phase*

#### 1. Key Performance Indicators

No.	Key Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Service Points	Publishable Performance Information
KPI 1	Milestone Delay	Exceed the milestone delivery dates as agreed at the inception meeting by more than 5 working days	At each milestone	<p>Target Performance Level: On-time</p> <p>Minor KPI Failure: 5 – 10 days past the date</p> <p>Serious KPI Failure: 10 – 20 days past the date</p> <p>Severe KPI Failure: 20+ days past the date</p>	<p>0</p> <p>4</p> <p>8</p> <p>10</p>	No
KPI 2	FAT Failure	Following a successful pre-FAT as declared by the supplier. If the witnessed FAT produces non-compliant results then this will be recorded as FAT failure	At point of test	<p>Target Performance Level: No observations</p> <p>Minor KPI Failure: Observations and or 1 test failure raised on the test results</p> <p>Serious KPI Failure: 2 – 5 test failures observed on the test results</p> <p>Severe KPI Failure: 5+ test failures observed on the test results</p>	<p>0</p> <p>2</p> <p>4</p> <p>10</p>	No
KPI 3	HOTA Failure	Following successful pre-testing as declared by the supplier. If the witnessed HOTA test	At the point of HOTA test	<p>Target Performance Level: No observations</p>	0	No

No.	Key Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Service Points	Publishable Performance Information
		fails due to an issue that is solely within the supplier or their supply chains control then it will be deemed a HOTA Failure.		<p>Minor KPI Failure: Observations raised on the test results and or 1 additional day of testing required</p> <p>Serious KPI Failure: Multiple additional testing days required</p> <p>Severe KPI Failure: Failure which requires a re-test</p>	<p>4</p> <p>8</p> <p>10</p>	
KPI 4	Accurate and timely billing	See paragraph 2 of Part E of Schedule 9 of Annex 1 of Call Off Schedule 2 (Performance Levels)	Each Measurement Period	<p>Target Performance Level: All invoices submit accurate and correct first time on time.</p> <p>Minor KPI Failure: Invoice submitted accurate but timelines are not achieved.</p> <p>Serious KPI Failure: Invoice submitted inaccurate.</p> <p>Severe KPI Failure: Invoice submitted inaccurate and timeline not achieved.</p> <p>KPI Service Threshold: No invoice submitted</p>	<p>0</p> <p>2</p> <p>4</p> <p>6</p> <p>10</p>	No

## 2. Subsidiary Performance Indicators

No.	Subsidiary Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Publishable Performance Information
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CPF Ref 1.1f	Health & Safety, Wellbeing, Management, Design, Delivery and Operate for Zero Harm (Digital Services & Technology)	See 'Collaborative_Performance_Framework_Manual version 1.0 October 2022. XLS'	No
CPF Ref 2.1h	Effectiveness of engagement with customers & stakeholders (Digital Services & Technology)	See 'Collaborative_Performance_Framework_Manual version 1.0 October 2022. XLS'	No
CPF Ref 6.3a	Quality Management, Service Levels and Key Deliverables (Digital Services & Technology)	See 'Collaborative_Performance_Framework_Manual version 1.0 October 2022. XLS'	No

### 3. Service Points

Service Points shall be converted to a percentage deduction from the relevant milestone payment on the basis of one point equating to a 1 percentage (%) deduction in the Milestone Payment.

#### ***KPI's related to the Supply Phase***

#### 1. Key Performance Indicators

No.	Key Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Service Points	Publishable Performance Information
KPI 1	Failure to Supply	Failure to supply equipment or software which has been approved at Production Acceptance Testing (PAT) by the customer or it's representative and is available for installation by the date stated within the award	Following the issue of an order to supply	Target Performance Level: On-time  Minor KPI Failure: 5 – 10 days past the date  Serious KPI Failure: 10 – 20 days past the date  Severe KPI Failure: 20+ days past the date	0  2  4  6	No

No.	Key Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Service Points	Publishable Performance Information
		letter or a subsequent date agreed by both parties.				
KPI 2	Inspection Failure	Following a successful pre-PAT as declared by the supplier. If the witnessed PAT produces non-compliant results then this will be recorded as PAT failure	Following the request for an inspection by the supplier	<p>Target Performance Level: No observations</p> <p>Minor KPI Failure: Observations raised on the test results and or 1 additional day of testing required</p> <p>Serious KPI Failure: Multiple additional testing days required</p> <p>Severe KPI Failure: which requires a re-test</p>	<p>0</p> <p>2</p> <p>4</p> <p>8</p>	No
KPI 3	Accurate and timely billing	See paragraph 2 of Part E of Schedule 9 of Annex 1 of Call Off Schedule 2 (Performance Levels)	Each Measurement Period	<p>Target Performance Level: All invoices submit accurate and correct first time on time.</p> <p>Minor KPI Failure: Invoice submitted accurate but timelines are not achieved.</p> <p>Serious KPI Failure: Invoice submitted inaccurate.</p> <p>Severe KPI Failure: Invoice submitted inaccurate and timeline not achieved.</p> <p>KPI Service Threshold: No invoice submitted</p>	<p>0</p> <p>2</p> <p>4</p> <p>6</p> <p>10</p>	No



## 2. **Subsidiary Performance Indicators**

No.	Subsidiary Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Publishable Performance Information
CPF Ref 1.1f	Health & Safety, Wellbeing, Management, Design, Delivery and Operate for Zero Harm (Digital Services & Technology)	See 'Collaborative_Performance_Framework_Manual version 1.0 October 2022. XLS'			No
CPF Ref 2.1h	Effectiveness of engagement with customers & stakeholders (Digital Services & Technology)	See 'Collaborative_Performance_Framework_Manual version 1.0 October 2022. XLS'			No
CPF Ref 6.3a	Quality Management, Service Levels and Key Deliverables (Digital Services & Technology)	See 'Collaborative_Performance_Framework_Manual version 1.0 October 2022. XLS'			No

## 3. **Service Points**

Service Points shall be converted to a percentage deduction from the relevant order payment on the basis of one point equating to a 1 percentage (%) deduction in the Order Payment.

**KPI's related to the Install Phase**

**1. Key Performance Indicators**

No.	Key Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Service Points	Publishable Performance Information
KPI 1	Failure to Install	Failure to install equipment or software which has been approved at Site Acceptance Testing (SAT) by the customer or it's representative and is available for use by the Police by the date stated within the award letter or a subsequent date agreed by both parties.	Following the issue of an order to install	<p>Target Performance Level: On-time</p> <p>Minor KPI Failure: 5 – 10 days past the date</p> <p>Serious KPI Failure: 10 – 20 days past the date</p> <p>Severe KPI Failure: 20+ days past the date</p>	<p>0</p> <p>2</p> <p>4</p> <p>6</p>	No
KPI 2	Inspection Failure	Following a successful pre-SAT as declared by the supplier. If the witnessed SAT produces non-compliant results then this will be recorded as SAT failure	Following the request for an inspection by the supplier	<p>Target Performance Level: No observations</p> <p>Minor KPI Failure: Observations raised on the test results and or 1 additional day of testing required</p> <p>Serious KPI Failure: Multiple additional testing days required</p> <p>Severe KPI Failure: Failure which requires a re-test</p>	<p>0</p> <p>2</p> <p>4</p> <p>8</p>	

No.	Key Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Service Points	Publishable Performance Information
KPI 3	Defect Rectification	Following the raising of a defect during the inspection of the installation. If the rectification of the defect is delayed by more than 3 months beyond the date stated within the defect notice or a subsequent date agreed by both parties.	Following the install of a new or upgraded site.	<p>Target Performance Level: On-time</p> <p>Minor KPI Failure: 0 – 2 months past the date</p> <p>Serious KPI Failure: 2 – 4 months past the date</p> <p>Severe KPI Failure: 4+ months past the date</p>	<p>0</p> <p>2</p> <p>4</p> <p>6</p>	
KPI 4	Accurate and timely billing	See paragraph 2 of Part E of Schedule 9 of Annex 1 of Call Off Schedule 2 (Performance Levels)	Each Measurement Period	<p>Target Performance Level: All invoices submit accurate and correct first time on time.</p> <p>Minor KPI Failure: Invoice submitted accurate but timelines are not achieved.</p> <p>Serious KPI Failure: Invoice submitted inaccurate.</p> <p>Severe KPI Failure: Invoice submitted inaccurate and timeline not achieved.</p> <p>KPI Service Threshold: No invoice submitted</p>	<p>0</p> <p>2</p> <p>4</p> <p>6</p> <p>10</p>	No

## 2. **Subsidiary Performance Indicators**

No.	Subsidiary Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Publishable Performance Information
CPF Ref 1.1f	Health & Safety, Wellbeing, Management, Design, Delivery and Operate for Zero Harm (Digital Services & Technology)	See 'Collaborative_Performance_Framework_Manual version 1.0 October 2022. XLS'			No
CPF Ref 2.1h	Effectiveness of engagement with customers & stakeholders (Digital Services & Technology)	See 'Collaborative_Performance_Framework_Manual version 1.0 October 2022. XLS'			No
CPF Ref 6.3a	Quality Management, Service Levels and Key Deliverables (Digital Services & Technology)	See 'Collaborative_Performance_Framework_Manual version 1.0 October 2022. XLS'			No

## 3. **Service Points**

Service Points shall be converted to a percentage deduction from the relevant order payment on the basis of one point equating to a 1 percentage (%) deduction in the Order Payment.

### ***KPI's related to the Upgrade Phase***

#### **1. Key Performance Indicators**

<b>No.</b>	<b>Key Performance Indicator Title</b>	<b>Definition</b>	<b>Frequency of Measurement</b>	<b>Severity Levels</b>	<b>Service Points</b>	<b>Publishable Performance Information</b>
KPI 1	Failure to Upgrade	Failure to upgrade equipment or software which has been approved by the customer or it's representative by the date stated within the award letter or a subsequent date agreed by both parties.	Following the issue of an order to upgrade	<p>Target Performance Level: On-time</p> <p>Minor KPI Failure: 5 – 10 days past the date</p> <p>Serious KPI Failure: 10 – 20 days past the date</p> <p>Severe KPI Failure: 20+ days past the date</p>	<p>0</p> <p>2</p> <p>4</p> <p>6</p>	No
KPI 2	Handover Failure	Following a successful upgrade as declared by the supplier. If the handover pack is delayed beyond the date stated within the award letter or a subsequent date agreed by both parties.	Following the request for an inspection by the supplier	<p>Target Performance Level: On-time</p> <p>Minor KPI Failure: 5 – 10 days past the date</p> <p>Serious KPI Failure: 10 – 20 days past the date</p> <p>Severe KPI Failure: 20+ days past the date</p>	<p>0</p> <p>2</p> <p>4</p> <p>8</p>	No
KPI 3	Accurate and timely billing	See paragraph 2 of Part E of Schedule 9 of Annex 1 of Call Off Schedule 2 (Performance Levels)	Each Measurement Period	<p>Target Performance Level: All invoices submit accurate and correct first time on time.</p> <p>Minor KPI Failure: Invoice submitted accurate but timelines are not achieved.</p>	<p>0</p> <p>2</p>	No

No.	Key Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Service Points	Publishable Performance Information
				Serious KPI Failure: Invoice submitted inaccurate.	4	
				Severe KPI Failure: Invoice submitted inaccurate and timeline not achieved.	6	
				KPI Service Threshold: No invoice submitted	10	

## 2. **Subsidiary Performance Indicators**

No.	Subsidiary Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Publishable Performance Information
CPF Ref 1.1f	Health & Safety, Wellbeing, Management, Design, Delivery and Operate for Zero Harm (Digital Services & Technology)	See 'Collaborative_Performance_Framework_Manual version 1.0 October 2022. XLS'			No
CPF Ref 2.1h	Effectiveness of engagement with customers & stakeholders (Digital Services & Technology)	See 'Collaborative_Performance_Framework_Manual version 1.0 October 2022. XLS'			No
CPF Ref 6.3a	Quality Management, Service Levels and Key Deliverables (Digital Services & Technology)	See 'Collaborative_Performance_Framework_Manual version 1.0 October 2022. XLS'			No

## 3. **Service Points**

Service Points shall be converted to a percentage deduction from the relevant order payment on the basis of one point equating to a 1 percentage (%) deduction in the Order Payment.

**KPI's related to the Operational Support Phase**

**1. Key Performance Indicators**

No.	Key Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Service Points	Publishable Performance Information
KPI 1	Failure to Calibrate	Failure to calibrate the speed measurement device prior to the end of the calibration period.	Annual basis	<p>Target Performance Level: On-time</p> <p>Serious KPI Failure:</p> <p>Supplier attempts to calibrate system prior to the due date but fails to calibrate system during the working window. (E.g. Supplier deploys TM but hardware failure prevents re-calibration.)</p> <p>Severe KPI Failure:</p> <p>Supplier fails to complete calibration of the system for a second time prior to the due date.</p> <p>Or</p> <p>Supplier fails to calibrate system before the due date.</p> <p>Note:- The supplier will need to demonstrate firm primary and secondary bookings of roadspace and TM if they intend to demonstrate that the customer prevented access to the site. The KPI penalty is restricted to a maximum of 10</p>	<p>0</p> <p>7.5</p> <p>10</p>	No



No.	Key Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Service Points	Publishable Performance Information
				points per camera.		
KPI 2	Failure to resolve defect	Following an allocation of a ticket by the Service Desk the supplier is required to respond according to the technology defect category that is allocated by the Service Desk. Failure to restore the system to full service within the category service time restoration is considered a failure. Refer to Appendix C in the Works Specification for restoration times.	Following the request for defect investigation	<p>Target Performance Level: No observations</p> <p>Minor KPI Failure: Service is restored within 24hrs following the expiration of the technology defect category restore time.</p> <p>Serious KPI Failure: Service is restored within 48hrs following the expiration of the technology defect category restore time.</p> <p>Severe KPI Failure: Service is restored after 48hrs following the expiration of the technology defect category restore time.</p>	<p>0</p> <p>2</p> <p>4</p> <p>6</p>	No
KPI 3	Failure to provide information	Following a request for information by either the Operating Police force or the Customer the supplier shall respond within a period of not more than 3 working	Following the request for information.	<p>Target Performance Level: No observations</p> <p>Minor KPI Failure: Information is provided within 24hrs following the request for information time period elapsing.</p> <p>Serious KPI Failure: Information is provided within</p>	<p>0</p> <p>2</p> <p>4</p>	No

No.	Key Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Service Points	Publishable Performance Information
		days. Any response after this time will be considered a failure to supply.		48hrs following the request for information time period elapsing.  Severe KPI Failure: Information is provided later than 48hrs following the request for information time period elapsing.	6	
KPI 4	Accurate and timely billing	See paragraph 2 of Part E of Schedule 9 of Annex 1 of Call Off Schedule 2 (Performance Levels)	Each Measurement Period	Target Performance Level: All invoices submit accurate and correct first time on time.  Minor KPI Failure: Invoice submitted accurate but timelines are not achieved.  Serious KPI Failure: Invoice submitted inaccurate.  Severe KPI Failure: Invoice submitted inaccurate and timeline not achieved.  KPI Service Threshold: No invoice submitted	0  2  4  6  10	No

## 2. Subsidiary Performance Indicators

No.	Subsidiary Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Publishable Performance Information
CPF Ref 1.1f	Health & Safety, Wellbeing, Management, Design, Delivery and Operate for Zero Harm (Digital	See 'Collaborative_Performance_Framework_Manual version 1.0 October 2022. XLS'			No

	Services & Technology)		
CPF Ref 2.1h	Effectiveness of engagement with customers & stakeholders (Digital Services & Technology)	See 'Collaborative_Performance_Framework_Manual version 1.0 October 2022. XLS'	No
CPF Ref 6.3a	Quality Management, Service Levels and Key Deliverables (Digital Services & Technology)	See 'Collaborative_Performance_Framework_Manual version 1.0 October 2022. XLS'	No

### 3. **Service Points**

Service Points shall be converted to a percentage deduction from the Periodic Charges for the relevant Measurement Period on the basis of one point equating to a 1 percentage (%) deduction in the Periodic Charges.

## **ANNEX 5**

### **OUTLINE IMPLEMENTATION PLAN**

#### **1. OUTLINE IMPLEMENTATION PLAN**

In accordance with Paragraph 3 of Schedule 7 (Implementation Plan) of the Call-Off Terms, the Outline Implementation Plan is set out below:



**ANNEX 6**  
**CHARGING AND INVOICING**

## PART 1

### CALL-OFF CONTRACT CHARGES

**TABLE 1: SUPPLIER PERSONNEL RATE CARD FOR CALCULATION OF TIME AND MATERIALS CHARGES**

#### **DAY RATES FOR ADDITIONAL DEVELOPMENT AND ENHANCEMENT WORKS**

<b>STAFF GRADE</b>	<b>JOB TITLE</b>	<b>DAY RATE (£)</b>
Grade 1 – Follow	Apprentice	Redacted
Grade 2 – Assist	Installation Technician	Redacted
Grade 3 - Apply	Purchase Manager	Redacted
Grade 3 - Apply	Engineer & Document Controller	Redacted
Grade 4 - Enable	Comms Technician	Redacted
Grade 4 - Enable	Engineering Technician	Redacted
Grade 4 - Enable	Hardware Technician	Redacted
Grade 4 - Enable	Development Technician	Redacted
Grade 5 – Ensure, Advise	Network Leader	Redacted
Grade 5 – Ensure, Advise	Delivery Leader	Redacted
Grade 5 – Ensure, Advise	IT Leader	Redacted
Grade 5 – Ensure, Advise	Development Leader	Redacted
Grade 5 – Ensure, Advise	V&V Leader	Redacted
Grade 6 – Initiate, Influence	Account Manager	Redacted
Grade 6 – Initiate, Influence	Civil Works and Installation Manager	Redacted
Grade 6 – Initiate, Influence	Engineering Manager	Redacted
Grade 6 – Initiate, Influence	Logistic & Planner Manager	Redacted
Grade 6 – Initiate, Influence	Quality Assurance Manager	Redacted
Grade 7 – Set Strategy, Inspire, Mobilise	Project Manager	Redacted
Grade 7 – Set Strategy, Inspire, Mobilise	Deputy Project Manager	Redacted
Grade 7 – Set Strategy, Inspire, Mobilise	Enforcement Technical Manager	Redacted
Grade 7 – Set Strategy, Inspire, Mobilise	H & S Manager	Redacted

**MAXIMUM STANDING TIME RATES – INSTALLATION WORKS**

<b>STAFF GRADE</b>	<b>JOB TITLE</b>	<b>MAXIMUM HALF HOUR RATE (£)</b>
Grade 1 – Follow	Apprentice	Redacted
Grade 2 – Assist	Installation Technician	Redacted
Grade 3 – Apply	Purchase Manager	Redacted
Grade 3 – Apply	Engineer & Document Controller	Redacted
Grade 4 – Enable	Comms Technician	Redacted
Grade 4 – Enable	Engineering Technician	Redacted
Grade 4 – Enable	Hardware Technician	Redacted
Grade 4 – Enable	Development Technician	Redacted
Grade 5 – Ensure, Advise	Network Leader	Redacted
Grade 5 – Ensure, Advise	Delivery Leader	Redacted
Grade 5 – Ensure, Advise	IT Leader	Redacted
Grade 5 – Ensure, Advise	Development Leader	Redacted
Grade 5 – Ensure, Advise	V&V Leader	Redacted
Grade 6 – Initiate, Influence	Account Manager	Redacted
Grade 6 – Initiate, Influence	Civil Works and Installation Manager	Redacted
Grade 6 – Initiate, Influence	Logistic & Planner Manager	Redacted
Grade 6 – Initiate, Influence	Engineering Manager	Redacted
Grade 6 – Initiate, Influence	Quality Assurance Manager	Redacted
Grade 7 – Set Strategy, Inspire, Mobilise	Project Manager	Redacted
Grade 7 – Set Strategy, Inspire, Mobilise	Deputy Project Manager	Redacted
Grade 7 – Set Strategy, Inspire, Mobilise	Enforcement Technical Manager	Redacted
Grade 7 – Set Strategy, Inspire, Mobilise	H & S Manager	Redacted

**MAXIMUM STANDING TIME RATES – UPGRADE OF HADECS 3X WORKS**

<b>STAFF GRADE</b>	<b>JOB TITLE</b>	<b>MAXIMUM HALF HOUR RATE (£)</b>
Grade 1 – Follow	Apprentice	Redacted
Grade 2 – Assist	Installation Technician	Redacted
Grade 3 - Apply	Purchase Manager	Redacted
Grade 3 - Apply	Engineer & Document Controller	Redacted
Grade 4 - Enable	Comms Technician	Redacted
Grade 4 - Enable	Engineering Technician	Redacted
Grade 4 - Enable	Hardware Technician	Redacted
Grade 4 - Enable	Development Technician	Redacted
Grade 5 – Ensure, Advise	Network Leader	Redacted
Grade 5 – Ensure, Advise	Delivery Leader	Redacted
Grade 5 – Ensure, Advise	IT Leader	Redacted
Grade 5 – Ensure, Advise	Development Leader	Redacted
Grade 5 – Ensure, Advise	V&V Leader	Redacted
Grade 6 – Initiate, Influence	Account Manager	Redacted
Grade 6 – Initiate, Influence	Civil Works and Installation Manager	Redacted
Grade 6 – Initiate, Influence	Logistic & Planner Manager	Redacted
Grade 6 – Initiate, Influence	Engineering Manager	Redacted
Grade 6 – Initiate, Influence	Quality Assurance Manager	Redacted
Grade 7 – Set Strategy, Inspire, Mobilise	Project Manager	Redacted
Grade 7 – Set Strategy, Inspire, Mobilise	Deputy Project Manager	Redacted
Grade 7 – Set Strategy, Inspire, Mobilise	Enforcement Technical Manager	Redacted
Grade 7 – Set Strategy, Inspire, Mobilise	H & S Manager	Redacted



**MAXIMUM STANDING TIME RATES – NECS OPERATIONAL SUPPORT WORKS**

<b>STAFF GRADE</b>	<b>JOB TITLE</b>	<b>MAXIMUM HALF HOUR RATE (£)</b>
Grade 1 – Follow	Apprentice	Redacted
Grade 2 – Assist	Installation Technician	Redacted
Grade 3 - Apply	Purchase Manager	Redacted
Grade 3 - Apply	Engineer & Document Controller	Redacted
Grade 4 - Enable	Comms Technician	Redacted
Grade 4 - Enable	Engineering Technician	Redacted
Grade 4 - Enable	Hardware Technician	Redacted
Grade 4 - Enable	Development Technician	Redacted
Grade 4 - Enable	Enforcement Field Equipment Leader	Redacted
Grade 5 – Ensure, Advise	Network Leader	Redacted
Grade 5 – Ensure, Advise	Delivery Leader	Redacted
Grade 5 – Ensure, Advise	IT Leader	Redacted
Grade 5 – Ensure, Advise	Development Leader	Redacted
Grade 5 – Ensure, Advise	V&V Leader	Redacted
Grade 6 – Initiate, Influence	Account Manager	Redacted
Grade 6 – Initiate, Influence	Civil Works and Installation Manager	Redacted
Grade 6 – Initiate, Influence	Engineering Manager	Redacted
Grade 6 – Initiate, Influence	Logistic & Planner Manager	Redacted
Grade 6 – Initiate, Influence	Quality Assurance Manager	Redacted
Grade 7 – Set Strategy, Inspire, Mobilise	Project Manager	Redacted
Grade 7 – Set Strategy, Inspire, Mobilise	Deputy Project Manager	Redacted
Grade 7 – Set Strategy, Inspire, Mobilise	Enforcement Technical Manager	Redacted
Grade 7 – Set Strategy, Inspire, Mobilise	H & S Manager	Redacted

**TABLE 2: MAXIMUM TIME AND MATERIALS CHARGES**

The Customer reserves the right to apply a cap to any Time and Materials Charges delivered under Annex 2 Part E – Optional Deliverables. The cap will be notified by the Customer to the Supplier.

**TABLE 3: NOT USED****TABLE 4: NOT USED****TABLE 5: FIXED PRICES**

Charge	Fixed Charge (£)  Periodic Charges
<b>Maintenance of:</b>  <b>Fixed Annual Cost per Item of Equipment</b>	
Outstation Equipment - Operational spot speed (NECS Primary) enforcement site including traffic management	Annual Fixed Cost per Item of Equipment for the First Year Operational Support (completion of this activity marks the end of the "Warranty Period"). For the avoidance of doubt, the "Warranty Period" shall end upon successful completion of the end of Year 1 calibration, which shall be around one (1) year after handover of the asset. Handover of the asset is defined as acceptance by the operating Police force that the system is available for enforcement.  Redacted Annual Cost per Item of Equipment, effective from Year 2 to up to Year 10 onwards (the Annual Cost includes the calibration at the end of each Year)  Redacted Redacted Redacted Redacted Redacted Redacted Redacted Redacted
Outstation Equipment - Operational spot speed (NECS Primary) enforcement site excluding traffic management	Annual Fixed Cost per Item of Equipment for the First Year Operational Support (completion of this activity marks the end of the "Warranty Period"). For the avoidance of doubt, the "Warranty Period" shall end upon successful completion of the end of

	<p>Year 1 calibration, which shall be around one (1) year after handover of the asset. Handover of the asset is defined as acceptance by the operating Police force that the system is available for enforcement.</p> <p>Redacted</p> <p>Annual Cost per Item of Equipment, effective from Year 2 to up to Year 10 onwards (the Annual Cost includes the calibration at the end of each Year)</p> <p>Redacted</p> <p>Redacted</p> <p>Redacted</p> <p>Redacted</p> <p>Redacted</p> <p>Redacted</p> <p>Redacted</p> <p>Redacted</p>
<p>Outstation Equipment - Operational average speed (NECS Primary &amp; NECS Secondary) enforcement site including traffic management</p>	<p>Annual Fixed Cost per Item of Equipment for the First Year Operational Support (completion of this activity marks the end of the "Warranty Period"). For the avoidance of doubt, the "Warranty Period" shall end upon successful completion of the end of Year 1 calibration, which shall be around one (1) year after handover of the asset. Handover of the asset is defined as acceptance by the operating Police force that the system is available for enforcement.</p> <p>Redacted</p> <p>Annual Cost per Item of Equipment, effective from Year 2 to up to Year 10 onwards (the Annual Cost includes the calibration at the end of each Year)</p> <p>Redacted</p> <p>Redacted</p> <p>Redacted</p> <p>Redacted</p> <p>Redacted</p> <p>Redacted</p> <p>Redacted</p>

<p>Outstation Equipment - Operational average speed (NECS Primary &amp; NECS Secondary) enforcement site excluding traffic management</p>	<p>Annual Fixed Cost per Item of Equipment for the First Year Operational Support (completion of this activity marks the end of the "Warranty Period"). For the avoidance of doubt, the "Warranty Period" shall end upon successful completion of the end of Year 1 calibration, which shall be around one (1) year after handover of the asset. Handover of the asset is defined as acceptance by the operating Police force that the system is available for enforcement.</p> <p>Redacted</p> <p>Annual Cost per Item of Equipment, effective from Year 2 to up to Year 10 onwards (the Annual Cost includes the calibration at the end of each Year)</p> <p>Redacted</p> <p>Redacted</p> <p>Redacted</p> <p>Redacted</p> <p>Redacted</p> <p>Redacted</p> <p>Redacted</p>
<p>Outstation Equipment - Operational spot speed (NECS Primary) enforcement site including traffic management W/O EAV system configured as non-variable speed</p>	<p>Annual Fixed Cost per Item of Equipment for the First Year Operational Support (completion of this activity marks the end of the "Warranty Period"). For the avoidance of doubt, the "Warranty Period" shall end upon successful completion of the end of Year 1 calibration, which shall be around one (1) year after handover of the asset. Handover of the asset is defined as acceptance by the operating Police force that the system is available for enforcement.</p> <p>Redacted</p> <p>Annual Cost per Item of Equipment, effective from Year 2 to up to Year 10 onwards (the Annual Cost includes the calibration at the end of each Year)</p> <p>Redacted</p> <p>Redacted</p> <p>Redacted</p> <p>Redacted</p> <p>Redacted</p>

	<p>Redacted</p> <p>Redacted</p> <p>Redacted</p>
<p>Outstation Equipment - Operational spot speed (NECS Primary) enforcement site excluding traffic management W/O EAV system configured as non-variable speed</p>	<p>Annual Fixed Cost per Item of Equipment for the First Year Operational Support (completion of this activity marks the end of the "Warranty Period"). For the avoidance of doubt, the "Warranty Period" shall end upon successful completion of the end of Year 1 calibration, which shall be around one (1) year after handover of the asset. Handover of the asset is defined as acceptance by the operating Police force that the system is available for enforcement.</p> <p>Redacted</p> <p>Annual Cost per Item of Equipment, effective from Year 2 to up to Year 10 onwards (the Annual Cost includes the calibration at the end of each Year)</p> <p>Redacted</p> <p>Redacted</p> <p>Redacted</p> <p>Redacted</p> <p>Redacted</p> <p>Redacted</p> <p>Redacted</p> <p>Redacted</p>
<p>Outstation Equipment - Operational average speed (NECS Primary &amp; NECS Secondary) enforcement site including traffic management W/O EAV system configured as non-variable speed</p>	<p>Annual Fixed Cost per Item of Equipment for the First Year Operational Support (completion of this activity marks the end of the "Warranty Period"). For the avoidance of doubt, the "Warranty Period" shall end upon successful completion of the end of Year 1 calibration, which shall be around one (1) year after handover of the asset. Handover of the asset is defined as acceptance by the operating Police force that the system is available for enforcement.</p> <p>Redacted</p> <p>Annual Cost per Item of Equipment, effective from Year 2 to up to Year 10 onwards (the Annual Cost includes the calibration at the end of each Year)</p> <p>Redacted</p> <p>Redacted</p>

	<p>Redacted</p> <p>Redacted</p> <p>Redacted</p> <p>Redacted</p> <p>Redacted</p> <p>Redacted</p>
<p>Outstation Equipment - Operational average speed (NECS Primary &amp; NECS Secondary) enforcement site excluding traffic management W/O EAV system configured as non-variable speed</p>	<p>Annual Fixed Cost per Item of Equipment for the First Year Operational Support (completion of this activity marks the end of the "Warranty Period"). For the avoidance of doubt, the "Warranty Period" shall end upon successful completion of the end of Year 1 calibration, which shall be around one (1) year after handover of the asset. Handover of the asset is defined as acceptance by the operating Police force that the system is available for enforcement.</p> <p>Redacted</p> <p>Annual Cost per Item of Equipment, effective from Year 2 to up to Year 10 onwards (the Annual Cost includes the calibration at the end of each Year)</p> <p>Redacted</p> <p>Redacted</p> <p>Redacted</p> <p>Redacted</p> <p>Redacted</p> <p>Redacted</p> <p>Redacted</p>
<p>NECS ERCU IaaS</p>	<p>Annual Fixed Cost for the Operational Support of the NECS ERCU IaaS shall start 1 year after the system is transferred into National Highways custody which is 6 weeks prior to FAT. Further cameras which are added to the system will require re-configuration changes which shall be incorporated into this cost.</p> <p>Redacted</p> <p>Annual Cost per Item of Equipment, effective from Year 2 to up to Year 10 onwards.</p> <p>Redacted</p> <p>Redacted</p>

	<p>Redacted</p> <p>Redacted</p> <p>Redacted</p> <p>Redacted</p> <p>Redacted</p> <p>Redacted</p>
NECS ERCU On-Prem	<p>Annual Fixed Cost per Item of Equipment for the First Year Operational Support (completion of this activity marks the end of the "Warranty Period"). For the avoidance of doubt, the "Warranty Period" shall end (1) year after successful acceptance by the operating Police force that the system is available for enforcement.</p> <p>Redacted</p> <p>Annual Cost per Item of Equipment, effective from Year 2 to up to Year 10 onwards.</p> <p>Redacted</p> <p>Redacted</p> <p>Redacted</p> <p>Redacted</p> <p>Redacted</p> <p>Redacted</p> <p>Redacted</p>
OVDS Application Only	<p>Annual Fixed Cost per Item of Equipment for the First Year Operational Support (completion of this activity marks the end of the "Warranty Period"). For the avoidance of doubt, the "Warranty Period" shall end (1) year after successful acceptance by the operating Police force that the system is available for enforcement.</p> <p>Redacted</p> <p>Annual Cost per Item of Equipment, effective from Year 2 to up to Year 10 onwards.</p> <p>Redacted</p>
OVDS Application & Hardware	<p>Annual Fixed Cost per Item of Equipment for the First Year Operational Support (completion of this activity marks the end of the "Warranty Period"). For the avoidance of doubt, the "Warranty Period" shall end (1) year after successful acceptance by</p>

	<p>the operating Police force that the system is available for enforcement.</p> <p><b>Redacted</b></p> <p>Annual Cost per Item of Equipment, effective from Year 2 to up to Year 10 onwards.</p> <p><b>Redacted</b></p>
OVDS Application & Hardware inc Data Diode	<p>Annual Fixed Cost per Item of Equipment for the First Year Operational Support (completion of this activity marks the end of the "Warranty Period"). For the avoidance of doubt, the "Warranty Period" shall end (1) year after successful acceptance by the operating Police force that the system is available for enforcement.</p> <p><b>Redacted</b></p> <p>Annual Cost per Item of Equipment, effective from Year 2 to up to Year 10 onwards.</p> <p><b>Redacted</b></p>
SAU Application Only	<p>Annual Fixed Cost per Item of Equipment for the First Year Operational Support (completion of this activity marks the end of the "Warranty Period"). For the avoidance of doubt, the "Warranty Period" shall end (1) year after successful acceptance by the operating Police force that the system is available for enforcement.</p> <p><b>Redacted</b></p> <p>Annual Cost per Item of Equipment, effective from Year 2 to up to Year 10 onwards.</p> <p><b>Redacted</b></p>
SAU Application and Hardware	<p>Annual Fixed Cost per Item of Equipment for the First Year Operational Support (completion of this activity marks the end of the "Warranty Period"). For the avoidance of doubt, the "Warranty Period" shall end (1) year after successful acceptance by the operating Police force that the system is available for enforcement.</p> <p><b>Redacted</b></p> <p>Annual Cost per Item of Equipment, effective from Year 2 to up to Year 10 onwards.</p> <p><b>Redacted</b></p>
<p><b>Additional Activity Costs - Supply, Install and Commission Tasks (Replacement of items damaged by third parties)</b></p> <p><b>Fixed Price per Item</b></p>	



NECS Primary - gantry mounted equipment (including Traffic Management)	Redacted
NECS Primary - mock gantry mounted equipment (including Traffic Management)	Redacted
NECS Secondary Pole (including Traffic Management)	Redacted
NECS Secondary Equipment (including Traffic Management)	Redacted
EAV pole (including Traffic Management)	Redacted
EAV equipment (including Traffic Management)	Redacted
NECS Primary - gantry mounted equipment (excluding Traffic Management)	Redacted
NECS Primary - mock gantry mounted equipment (excluding Traffic Management)	Redacted
EAV pole (excluding Traffic Management)	Redacted
EAV equipment (excluding Traffic Management)	Redacted
NECS Secondary Pole (excluding Traffic Management)	Redacted
NECS Secondary Equipment (excluding Traffic Management)	Redacted
<b>Additional Activity Costs - Relocation of Operational and Mock Vehicle Detection Equipment Activities</b>	
<b>Fixed Price per Item</b>	
Relocate operational spot speed (NECS Primary) outstation equipment to a mock site and replace with mock equipment including traffic management	Redacted
Relocate operational average speed (NECS Primary & NECS Secondary) outstation equipment to a mock site and replace with mock equipment including traffic management	Redacted
<b>Training for Operating Police Forces</b>	
<b>Fixed Price per Training Session</b>	
Where the training is held in the North East of England	Redacted

Where the training is held in the North West of England	Redacted
Where the training is held in the Midlands	Redacted
Where the training is held in the South West of England	Redacted
Where the training is held within the M25	Redacted
Where the training is held in the North East of England	Redacted

**TABLE 6: FIRM PRICES**

Charge	Firm Charge (£)
NECS – Development Programme	
Approval of Detailed Design - Supplier shall provide the outline implementation plan, functional design specification and the detailed design specification once all documents are approved by the OO the milestone will be satisfied.	Redacted
Approval of the Prototype for Testing - Supplier shall invite the OO to their production facilities to inspect the prototype unit which shall have the agreed level of software functionality to complete the type approval testing. A successful inspection will trigger the milestone to be satisfied. This applies to all equipment with the exception of the ERCU IaaS this will be demonstrated remotely.	Redacted
Approval of Product Acceptance Testing - Supplier shall provide all test certificates and documentation of successfully completing all test house testing. The supplier shall also have successfully completed the witnessed Factory Acceptance Test this will trigger the milestone to be satisfied.	Redacted
Approval of off-Road HOTA Testing at Bruntingthorpe Test Site - Supplier shall provide the test report from the external body whom completes the testing on behalf of the Home Office which shall contain a recommendation for the Home	Redacted

Office Type Approval and no defects which will compromise the integrity of the system.	
Approval of on-road Trials at Two National Highways Sites - Supplier shall provide the test report from the external body whom completes the testing on behalf of the Home Office which shall contain a recommendation for the Home Office Type Approval and no defects which will compromise the integrity of the system.	Redacted
Approval – HOTA Approval and All Documentation - All documentation shall be submitted and once approved by the OO shall trigger the milestone payment.	Redacted

**TABLE 7: VOLUME CHARGES (WHICH ARE FIXED PRICES)**

**UPGRADE OF HADECS 3X TO NECS - PRICE PER UNIT IN THE FOLLOWING BANDINGS**

Description	1 to 5 (no Traffic Manage ment)	1 to 5 (with Traffic Manage ment)	6 to 10 (no Traffic Manage ment)	6 to 10 (with Traffic Manage ment)	11 to 25 (No Traffic Manage ment)	11 to 25 (With Traffic Manage ment)	26 to 50 (no Traffic Manage ment)	26 to 50 (with Traffic Manage ment )	Over 50 (No Traffi c Man age ment )	Over (With Traffic Manage ment)
Upgrade HADECS 3X to Spot Speed (NECS Primary) in accordance with Work Specification Part D Clause 2.2.2	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted
Upgrade HADECS 3X to Average Speed (NECS Primary & Secondary) in accordance with Work Specification Part D Clause 2.2.2	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted
Upgrade NECS Spot Speed (NECS Primary) to NECS Average Speed (NECS Secondary) in accordance with Work Specification Part D Clause 2.2.2	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted
Upgrade HADECS 3X Mock Site to Spot Speed (NECS Primary) Mock Site in accordance with Work Specification Part D Clause 2.2.2	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted
Upgrade HADECS 3X Mock Site to Average Speed (NECS Primary & Secondary) Mock Site in accordance with Work Specification Part D Clause 2.2.2	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted
Upgrade NECS Spot Speed (NECS Primary) Mock Site to Average Speed (NECS Secondary) Mock Site in accordance with Work Specification Part D Clause 2.2.2	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted

**SUPPLY OF NECS OUTSTATION EQUIPMENT - PRICE PER UNIT IN THE FOLLOWING BANDINGS**

Description	1 to 5	6 to 10	11 to 25	26 to 50	Over 50
Operational outstation equipment for multi lane enforcement. (NECS Primary - Spot Speed)	Redacted	Redacted	Redacted	Redacted	Redacted
Mock outstation equipment for multi lane enforcement (NECS Primary - Spot Speed)	Redacted	Redacted	Redacted	Redacted	Redacted

Description	1 to 5	6 to 10	11 to 25	26 to 50	Over 50
Operational outstation equipment for multi lane enforcement. (NECS Secondary only - Spot Speed to Average Speed)	Redacted	Redacted	Redacted	Redacted	Redacted
Mock outstation equipment for multi lane enforcement (NECS Secondary only - Spot Speed to Average Speed)	Redacted	Redacted	Redacted	Redacted	Redacted

Description	1 to 5	6 to 10	11 to 25	26 to 50	Over 50
Operational outstation equipment for multi lane enforcement. (NECS Primary & Secondary - Average Speed)	Redacted	Redacted	Redacted	Redacted	Redacted
Mock outstation equipment for multi lane enforcement (NECS Primary & Secondary - Average Speed)	Redacted	Redacted	Redacted	Redacted	Redacted

Description	1 to 5	6 to 10	11 to 25	26 to 50	Over 50
Operational outstation equipment for multi lane enforcement. (NECS Primary - Spot	Redacted	Redacted	Redacted	Redacted	Redacted

Speed) W/O EAV system configured as non-variable speed					
Mock outstation equipment for multi lane enforcement (NECS Primary - Spot Speed) W/O mock EAV system	Redacted	Redacted	Redacted	Redacted	Redacted

Description	1 to 5	6 to 10	11 to 25	26 to 50	Over 50
Operational outstation equipment for multi lane enforcement. (NECS Primary & Secondary - Average Speed) W/O EAV system configured as non-variable speed	Redacted	Redacted	Redacted	Redacted	Redacted
Mock outstation equipment for multi lane enforcement (NECS Primary & Secondary - Average Speed) W/O mock EAV system	Redacted	Redacted	Redacted	Redacted	Redacted

**SUPPLY OF NECS INSTATION EQUIPMENT - PRICE PER UNIT IN THE FOLLOWING BANDINGS**

Description	1	2 to 5	6 to 10	Over 10
NECS IaaS ERCU - Application Only (Catered for in Development Phase)	Redacted	Redacted	Redacted	Redacted
ERCU On-Prem	Redacted	Redacted	Redacted	Redacted
OVDS On-Prem	Redacted	Redacted	Redacted	Redacted
OVDS On-Prem with Data Diode	Redacted	Redacted	Redacted	Redacted
OVDS Application Only (Catered for in Development Phase)	Redacted	Redacted	Redacted	Redacted
SAU Application & Associated Hardware	Redacted	Redacted	Redacted	Redacted
SAU Application Only (Catered for in Development Phase)	Redacted	Redacted	Redacted	Redacted

**INSTALLATION AND TESTING OF NECS OUTSTATION EQUIPMENT - PRICE PER UNIT IN THE FOLLOWING BANDINGS**

Redacted

**INSTALLATION AND TESTING OF NECS INSTATION EQUIPMENT - PRICE PER UNIT IN THE FOLLOWING BANDINGS**

Item Description	Unit Fixed Prices For Order Quantity Bands (£)			
	1	2 to 5	6 to 9	10+
NECS IaaS ERCU in data centre environment including all configuration and setup (Catered for in Development Phase)	Redacted	Redacted	Redacted	Redacted
NECS On-Prem ERCU	Redacted	Redacted	Redacted	Redacted
NECS On-Prem OVDS	Redacted	Redacted	Redacted	Redacted
NECS OVDS Application Install	Redacted	Redacted	Redacted	Redacted
SAU Application Install	Redacted	Redacted	Redacted	Redacted

**STORAGE COSTS INCLUDING AUXILIARY AND COMMUNICATIONS EQUIPMENT - PRICE PER UNIT IN THE FOLLOWING BANDINGS (THE FIRST 12 WEEKS SHALL BE PROVIDED FREE OF ANY CHARGE)**

Description	Quantity Stored	Unit Fixed Price per item per week (£)			
		Up to 12 weeks	13 to 26 Weeks	27 to 52 Weeks	Over 52 Weeks
	1	Redacted	Redacted	Redacted	Redacted

Operational outstation equipment for multi lane enforcement. (NECS Primary - Spot Speed)	2 to 5	Redacted	Redacted	Redacted	Redacted
	6 to 10	Redacted	Redacted	Redacted	Redacted
	Over 10	Redacted	Redacted	Redacted	Redacted
Mock outstation equipment for multi lane enforcement (NECS Primary - Spot Speed)	1	Redacted	Redacted	Redacted	Redacted
	2 to 5	Redacted	Redacted	Redacted	Redacted
	6 to 10	Redacted	Redacted	Redacted	Redacted
	Over 10	Redacted	Redacted	Redacted	Redacted
Operational outstation equipment for multi lane enforcement. (NECS Secondary only - Spot Speed to Average Speed)	1	Redacted	Redacted	Redacted	Redacted
	2 to 5	Redacted	Redacted	Redacted	Redacted
	6 to 10	Redacted	Redacted	Redacted	Redacted
	Over 10	Redacted	Redacted	Redacted	Redacted
Mock outstation equipment for multi lane enforcement. (NECS Secondary only - Spot Speed to Average Speed)	1	Redacted	Redacted	Redacted	Redacted
	2 to 5	Redacted	Redacted	Redacted	Redacted
	6 to 10	Redacted	Redacted	Redacted	Redacted
	Over 10	Redacted	Redacted	Redacted	Redacted
Operational outstation equipment for multi lane enforcement. (NECS Primary & Secondary - Average Speed)	1	Redacted	Redacted	Redacted	Redacted
	2 to 5	Redacted	Redacted	Redacted	Redacted
	6 to 10	Redacted	Redacted	Redacted	Redacted
	Over 10	Redacted	Redacted	Redacted	Redacted
Mock outstation equipment for multi lane enforcement (NECS Primary & Secondary - Average Speed)	1	Redacted	Redacted	Redacted	Redacted
	2 to 5	Redacted	Redacted	Redacted	Redacted
	6 to 10	Redacted	Redacted	Redacted	Redacted
	Over 10	Redacted	Redacted	Redacted	Redacted
Operational outstation equipment for multi lane enforcement. (NECS Primary - Spot Speed) W/O EAV system configured as non- variable speed	1	Redacted	Redacted	Redacted	Redacted
	2 to 5	Redacted	Redacted	Redacted	Redacted
	6 to 10	Redacted	Redacted	Redacted	Redacted
	Over 10	Redacted	Redacted	Redacted	Redacted
Mock outstation equipment for multi lane enforcement (NECs Primary - Spot Speed) W/O mock EAV system	1	Redacted	Redacted	Redacted	Redacted
	2 to 5	Redacted	Redacted	Redacted	Redacted
	6 to 10	Redacted	Redacted	Redacted	Redacted
	Over 10	Redacted	Redacted	Redacted	Redacted
Operational outstation equipment for multi lane enforcement. (NECS Primary & Secondary - Average Speed) W/O EAV system configured as non- variable speed	1	Redacted	Redacted	Redacted	Redacted
	2 to 5	Redacted	Redacted	Redacted	Redacted
	6 to 10	Redacted	Redacted	Redacted	Redacted
	Over 10	Redacted	Redacted	Redacted	Redacted
Mock outstation equipment for multi	1	Redacted	Redacted	Redacted	Redacted
	2 to 5	Redacted	Redacted	Redacted	Redacted

lane enforcement (NECS Primary & Secondary - Average Speed) W/O mock EAV system	6 to 10	Redacted	Redacted	Redacted	Redacted
	Over 10	Redacted	Redacted	Redacted	Redacted
On-Prem ERCU	1	Redacted	Redacted	Redacted	Redacted
	2 to 5	Redacted	Redacted	Redacted	Redacted
	6 to 10	Redacted	Redacted	Redacted	Redacted
	Over 10	Redacted	Redacted	Redacted	Redacted
On-Prem OVDS	1	Redacted	Redacted	Redacted	Redacted
	2 to 5	Redacted	Redacted	Redacted	Redacted
	6 to 10	Redacted	Redacted	Redacted	Redacted
	Over 10	Redacted	Redacted	Redacted	Redacted
SAU	1	Redacted	Redacted	Redacted	Redacted
	2 to 5	Redacted	Redacted	Redacted	Redacted
	6 to 10	Redacted	Redacted	Redacted	Redacted
	Over 10	Redacted	Redacted	Redacted	Redacted

**TABLE 8: OTHER**

**MAXIMUM PROFIT MARGINS FOR ADDITIONAL DEVELOPMENT AND ENHANCEMENT WORKS**

Maximum Profit Margin applied to Goods (Directly Sold)	Redacted
Maximum Profit Margin applied to Goods (Resold)	Redacted
Maximum Profit Margin applied to Services (Directly Sold)	Redacted
Maximum Profit Margin applied to Services (Resold)	Redacted

Standing Time for Plant will be reimbursed to the Supplier at cost. The Supplier must be able to provide documentary evidence of the actual costs incurred.

Costs for Microsoft Azure during the Development Phase (up until the point it transitions into National Highways tenancy) will be reimbursed to the Supplier at cost. The Supplier must be able to provide documentary evidence of the actual costs incurred.



## PART 2

### Charging mechanisms and adjustments

1. **TABLE 1: MILESTONE PAYMENTS AND DELAY PAYMENTS**

Charge Number	Pricing Mechanism (FIX/FIRM/GM PTC/ T&M)	Milestone or other requirement for payment where no Milestones	Milestone Retention applies (Y/N)	CPP Milestone Charge Number (where applicable)	Delay Payments (if Key Milestone) (£ per day)
<b>NECS – Development Programme</b>					
A1	FIRM	Approval of Detailed Design - Supplier shall provide the outline implementation plan, functional design specification and the detailed design specification once all documents are approved by the OO the milestone will be satisfied.	N	Redacted	Redacted
A2	FIRM	Approval of the Prototype for Testing - Supplier shall invite the OO to their production facilities to inspect the prototype unit which shall have the agreed level of software functionality to complete the type approval testing. A successful inspection will trigger the milestone to be satisfied. This applies to all equipment with the exception of the ERCU	N	Redacted	Redacted

		IaaS this will be demonstrated remotely.			
A3	FIRM	Approval of Product Acceptance Testing - Supplier shall provide all test certificates and documentation of successfully completing all test house testing. The supplier shall also have successfully completed the witnessed Factory Acceptance Test this will trigger the milestone to be satisfied.	N	Redacted	Redacted
A4	FIRM	Approval of off-Road HOTA Testing at Bruntingthorpe Test Site - Supplier shall provide the test report from the external body whom completes the testing on behalf of the Home Office which shall contain a recommendation for the Home Office Type Approval and no defects which will compromise the integrity of the system.	N	Redacted	Redacted
A5	FIRM	Approval of on-road Trials at Two National Highways Sites - Supplier shall provide the test report from the external body	N	Redacted	Redacted

		whom completes the testing on behalf of the Home Office which shall contain a recommendation for the Home Office Type Approval and no defects which will compromise the integrity of the system.			
A6	FIRM	Approval – HOTA Approval and All Documentation - All documentation shall be submitted and once approved by the OO shall trigger the milestone payment.	N	Redacted	Redacted

2. **TABLE 2: NOT USED**

3. **TABLE 3: NOT USED**

4. **TABLE 4: OPTIONAL DELIVERABLES PERIODIC CHARGES**

Charge Number	Pricing Mechanism (VOL/FIX/FIRM/T&M)	Periodic Charge Trigger Event	Periodic Charge Expiration Trigger Event
B1, B2, B3 etc...	VOL	End of calendar month	Contract expiry or Termination
C1, C2, C3 etc...	T&M	End of calendar month	Contract expiry or Termination

D1, D2, D3 etc...	FIX	End of calendar month	Contract expiry or Termination
E1, E2, E3 etc....	COST PLUS	End of calendar month	Contract expiry or Termination

## **ANNEX 7**

### **Exit Management**

#### **1. Termination Services**

- 1.1 In addition to the services set out in Annex 1 of Schedule 13 (Exit Management) of the Call-Off Terms any additional Termination Services to be provided by the Supplier are specified in Annex 2 of the Task Order.
- 1.2 For the purposes of paragraph 1.1.16 of Annex 1 of Schedule 13 (Exit Management) of the Call-Off Terms the Source Code referred to in line with Annex 8 requirements.

## ANNEX 8

### SOFTWARE

#### 1. The Software

1.1 The software below is licensed to the Customer in accordance with clauses 18 (Intellectual Property Rights) and 19 (Transfer and Licences Granted by the Supplier) of the Call-Off Terms.

1.2 The Parties agree that they will update this Schedule periodically, and in any event no less than every 6 (six) months, to record any Supplier Software or Third Party Software subsequently licensed by the Supplier or third parties for the purposes of the delivery of the Services.

#### 2. Specially Written Software

2.1 The Specially Written Software includes:

Software	Supplier (if Affiliate of the Supplier)	Software as a Service?	Purpose
Redacted	Redacted	Redacted	Redacted
Redacted	Redacted	Redacted	Redacted
Redacted	Redacted	Redacted	Redacted

3. **Supplier Software**

The Supplier Software includes the following items:

Supplier Software	Supplier (if Affiliate of the Supplier)	Purpose	Restrictions	Software as a Service?	COTS or Non-COTS?	Deposited Software (Y/N)
Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted
Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted

4. **Third Party Software**

The Third Party Software includes the following items:

Third Party Software	Supplier	Purpose	Restrictions	Software as a Service?	COTS or Non-COTS?	Deposited Software (Y/N)
Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted
Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted
Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted
Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted
Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted
Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted
Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted
Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted
Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted

5. **OSS**

The OSS shall consist of the following items:

OSS	Supplier	Purpose	Applicable Licence Terms
Redacted	Redacted	Redacted	Redacted

OSS	Supplier	Purpose	Applicable Licence Terms
Redacted	Redacted	Redacted	Redacted
Redacted	Redacted	Redacted	Redacted
Redacted	Redacted	Redacted	Redacted
Redacted	Redacted	Redacted	Redacted
Redacted	Redacted	Redacted	Redacted



**FORM OF LETTER RE SUB-LICENSING OF SUPPLIER [Redacted] SOFTWARE AND  
SUPPLIER [Redacted] BACKGROUND IPRS**



**NATIONAL HIGHWAYS LIMITED**

Bridge House  
1 Walnut Tree Close  
Guildford, Surrey  
GU1 4LZ

04 July 2024

Dear Sirs

**LICENCES FOR SUPPLIER COTS SOFTWARE AND SUPPLIER COTS BACKGROUND IPRs**

We refer to the agreement between us dated 04 July 2024 in respect of **PROVISION OF A NATIONAL ENFORCEMENT CAMERA SOLUTION – DEVELOPMENT, UPGRADE OF EXISTING ASSETS, SUPPLY & INSTALLATION, OPERATIONAL SUPPORT** (the "**Agreement**"). Capitalised expressions used in this letter have the same meanings as in the Agreement.

In accordance with Clause 19.7.2 of the Agreement we confirm that:

1. the Customer is licensed by the Supplier to use the Supplier [Redacted] Software and Supplier [Redacted] Background IPRs identified in the first column of the Appendix to this letter (the "**Appendix**") on the terms of the licences identified in the second column of the Appendix (the "**Licences**"); and
2. notwithstanding any provision to the contrary in the Licences, it is agreed that the Customer may sub-license, assign and novate the Supplier [Redacted] Software and Supplier [Redacted] Background IPRs as referred to in Clause 19.7.2 of the Agreement.

Yours faithfully,

[Redacted Signature Block]

On behalf of INDRA SISTEMAS S.A.

## ANNEX 9

### TESTING

#### 1. Tests required to Achieve all ATP Milestones

Test	Pre-conditions *	Test Success Criteria
User Acceptance Testing (UAT)	The Supplier shall undertake the UAT prior to the pre-FAT of the associated system	The UAT shall demonstrate the graphical interfaces of the OVDS and ERCU including access levels, functionality of the operator and maintainers interface and all alarms and prompts.
Security penetration testing by external CHECK certified body	Security penetration testing shall be undertaken at the Suppliers premises on all systems that will be connected to the NRTS network including all external interfaces.	The security penetration tests shall demonstrate compliance with the National Highways security requirements defined in Annex 11 of the Task Order.
Factory Acceptance Testing (FAT)	<p>The Supplier shall undertake FAT tests at the Suppliers chosen test facilities prior to progression to HOTA testing.</p> <p>The FAT tests shall subject each system and device to a schedule of controlled and documented tests in accordance with the approved test specification and test procedures.</p>	<p>The FAT tests shall demonstrate the full functionality of the systems and devices utilising representative loading</p> <p>The FAT tests shall demonstrate all software, firmware and algorithms that are specific to the project.</p> <p>The FAT tests shall demonstrate compliance with all relevant clauses in the Technical and Works Specification.</p>
Home Office Type Approval Testing	<p>The Supplier shall undertake Home Office Type Approval Testing at the Home Office's chosen test facility</p> <p>The HOTA tests shall subject each system and device to a schedule of controlled tests to verify the integrity and performance of the system.</p>	The HOTA tests shall demonstrate the full functionality of the enforcement portion of the system.
Production Acceptance Testing (PAT)	<p>The Supplier shall production test each and every piece of equipment prior to its dispatch for use at the roadside.</p> <p>The Production Tests shall include a 'burn-in' test period that powers and exercises each device as if in operation for 100 hours.</p>	<p>The production tests shall provide reasonable confirmation that the equipment is fully functional. Records of all production tests shall be kept and made available to the Customer upon request.</p> <p>Records of burn-in tests shall be kept and made available to the Customer upon request.</p>

Site Acceptance Testing (SAT)	<p>The Contractor shall perform and record a SAT for each installation to confirm:</p> <ul style="list-style-type: none"> <li>•compliance with all system requirements;</li> <li>•integration testing;</li> <li>•system security and resilience;</li> <li>•full functionality and correct end-to-end operation.</li> </ul>	<p>The Supplier shall plan the SAT testing in accordance with the operational requirements of the Strategic Road Network and shall submit the SAT testing plan to the Employer for approval no later than 3 months prior to the commencement of the SAT testing.</p>
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Note: *The Pre-Conditions are that e.g. the Success Criteria for the previous Tests must be satisfied before the ATP Milestone tests are commenced.*

## **ANNEX 10**

### **STANDARDS**

1. The following standards shall be added to the list which shall be "Standards" for the purposes of this Agreement:

None further to those as outlined in Call-Off Schedule 3 (Standards) and within Annex 2 of the Task Order.

## ANNEX 11

### SECURITY

#### Part 1 APPICABLE SECURITY SCHEDULE

Schedule 4A (Assurance) and 4B (Accreditation) applies.

The following amended time periods shall apply:

NONE

In respect of paragraph 5.2 of Schedule 4B (Accreditation): Option 2 applies.

#### Part 2 ADDITIONAL SECURITY REQUIREMENTS

In addition to those as outlined in Schedule 4B and within Annex 2 of the Task Order, the following is also applicable:

The information security of the NECS system has significant importance to National Highways because of the following equipment attributes:

- Equipment collects and processes significant amounts of personal data.
- The equipment will be used with or connected to networks supporting systems regulated under the 2018 Network and Information Systems (NIS) regulation.

In addition to the standard cyber security processes detailed in Schedule 4b, additional assurance will include the completion of a detailed risk assessment by National Highways which shall assess or require the following:

- Supplier – Either direct supplier, OEM or service provider – **Please note this will apply also to the provider of key sub-components in the equipment and the principal supplier should recognise the requirement in its tender response. An example of a key sub-component would be a camera used in NECS Primary/Secondary or EAV.**
  - The risk assessment shall consider the suppliers published cyber security certifications or reports applicable to the scope of supply. These include, but are not limited to, Cyber Essentials Plus and ISO 27001 certifications, Systems and Organisation Controls (SOC) reports and Common Criteria certifications, published data protection/GDPR arrangements.
- The risk assessment shall also consider any alerts or advisories regarding the supplier, equipment, or service that has been issued by National Technical Authorities or His Majesty's Government (HMG)

**Significant non-compliance with the above requirements or where systems or services are subject to directly applicable HMG and National Technical Authority alerts or advisories will be considered an out of tolerance risk and not compliant.**

The equipment and services will be subject to enhanced third-party security testing and processes by a National Highways-approved test organisation, this will include as a minimum: -

- Testing of all network-visible services provided by the equipment.
- Full-knowledge build inspection of the operating system and application layers of the equipment service provision (against a recognised benchmark).
- Other tests normally included in a third-party security test ("penetration test").
- Equipment reliance on any first or third-party services and the security posture provided by those services (including any offshoring or data protection considerations) e.g. cloud-based storage or management. Non-equipment services (e.g. cloud services) shall be subject to a standard third-party security test.

**Non-compliance with these requirements will be considered an out of tolerance risk by National Highways.**

## **ANNEX 12**

### **RECORDS**

1. **Records to be kept by the Supplier**

- 1.1 Pursuant to paragraph 3.1 of Schedule 12 (Reports and Records Provisions) of the Call-Off Terms, the additional records to be kept by the Supplier are:

None further to those as outlined within Annex 2 of the Task Order.

## ANNEX 13

### PROTECTION OF PERSONAL DATA

#### Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Customer at its absolute discretion.

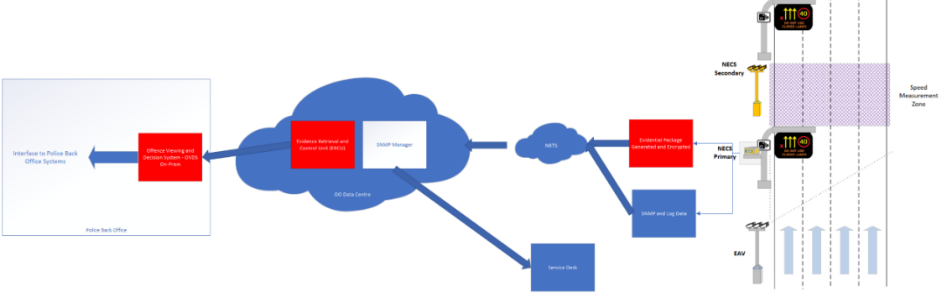
- 1.1 The contact details of the Customer's Data Protection Officer are: **Redacted** **Redacted** **Redacted**
- 1.2 The contact details of the Supplier's Data Protection Officer are: **Redacted** **Redacted** **Redacted**
- 1.3 The Processor shall comply with any further written instructions with respect to processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

#### Acronyms:

EAV – External Aspect Verification  
ERCU – Evidence Retrieval Control Unit  
SNMP – Simple Network Management Protocol  
NRTS – National Roads Telecommunications Services  
OO – Overseeing Organisation (National Highways)

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Customer is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with Clause 24.2 to 24.15 of the Call-Off Contract and for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ol style="list-style-type: none"><li>1. <i>A picture of the offending vehicle clearly showing the make, model and VRN, entering the speed measurement zone</i></li><li>2. <i>A picture of the offending vehicle clearly showing the make, model and VRN, leaving the speed measurement zone</i></li><li>3. <i>A picture of the gantry under which the vehicle just passed, which will show multiple vehicles and their VRN but the picture is un-likely to be of sufficient quality to determine the content of the VRNs.</i></li><li>4. <i>A video of the gantry at the time of the Red X offence clearly showing the make, model and VRN of the offending vehicle approaching the gantry</i></li></ol> <p>Please refer to figure 1.</p>



	 <p>The diagram illustrates the data flow for the NECS system. On the right, a 'Speed Measurement Zone' is shown with two cameras: 'NECS Primary' and 'NECS Secondary'. These cameras capture data from vehicles (represented by blue arrows) and send it to a 'NRTS' (National Road Traffic System) cloud. The NRTS cloud then connects to a 'Cloud Storage' cloud. From 'Cloud Storage', data is sent to a 'Police Back Office' system, which includes an 'Interface to Police Back Office Systems' and a 'Police Back Office' database. The 'Cloud Storage' also connects to a 'Data Storage' cloud, which in turn connects to a 'Data Storage' cloud. The 'Data Storage' cloud also connects to a 'Data Storage' cloud. The 'Data Storage' cloud also connects to a 'Data Storage' cloud.</p> <p>Figure 1</p>
<p>Duration of the processing</p>	<p>The Initial Term in regard to Operational Support of NECS, as well as any Extension Period</p>
<p>Nature and purposes of the processing</p>	<p>NECS was developed by National Highways to encourage compliance with variable mandatory speed limits and lane closure enforcement on smart motorway schemes. Compliance contributes to the safe and efficient operation of smart motorways; and therefore, NECS is essential to the smart motorways programme and National Highway's overall business strategy.</p> <p>The system is capturing VRNs which is transmitted to a 3rd party, the Police.</p> <p>We believe the system will also use ANPR to identify VRNs entering and leaving the speed measurement zone when operating in average speed measurement. The system will use the time delta from when it acquired the first image and the time it acquired the second image to calculate the speed of the vehicle. The VRN data will then be added to an XML file for onward transmission to the in-station. All other non-offending vehicle VRNs will be securely deleted.</p> <p>The number of general captures will be every single vehicle passing the camera which is on average 71,000 vehicles per camera per day. (Ref RAC)</p> <p>The number of offense captures is likely to be in the region of 1,000 offences per camera per month, so approximately 150,000.</p> <p>Before any of the above files leave the hardware at the side of the road they will be encrypted to AES 256 standard. The data will then be pushed across the NRTS network and out to either Police Digital Azure Data Centre or National Highways Azure Data Centre. The file will be stored within the data centre until the agreed period of time elapses before it is deleted (This period will depend on court cases/Police data retention policies/National Highways data retention policies). Once the data arrives within the data centre it will synchronise with</p>

	<p>the appropriate Police force and download to a computer provided by National Highways for the Police's use. When the Police open the file it will automatically be de-crypted. The Police will view the file and verify if an offence has been committed, if it has the file in its un-encrypted format will be transferred to the Police systems for onward processing. If an offence hasn't been committed the Police will enter a reason code for not prosecuting and the system will continue to store the file in its database until the agreed period of time elapses before it is deleted (This period will depend on court cases/Police data retention policies/National Highways data retention policies).</p> <p>It is worth noting that during commissioning and fault finding of the system that employees of the supplier will have access to the above data, also National Highways representatives who are witnessing the handover of the system. The system also transfers status and fault information via SNMP, this does not have any personal identifiable data contained within. However there are additional safe guards anyway in that it is also encrypted end to end and can only be viewed by the National Highways Service Desk and the Supplier.</p> <p>Figure 1 shows the flow of data being captured and processed.</p>
Type of Personal Data	Vehicle Registration Numbers
Categories of Data Subject	Members of the public in vehicles on smart motorways
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>As aforementioned, this period will depend on court cases/Police data retention policies/National Highways data retention policies.</p> <p>In general, the data must be transferred from the camera to the ERCU within 24hrs otherwise it is automatically deleted, it then must be processed by the ERCU within 14 days.</p> <p>Data shall be kept in hot tier storage for 1 month, cool storage for a further 12 months and archive for a further 12 months.</p>

**ANNEX 14**  
**GUARANTEE**

Redacted

**SIGNED** by or on behalf of the Parties:

For and on behalf of the Customer:

Name and Title	Redacted - Head of Procurement Delivery
Signature	<div>Redacted</div>

For and on behalf of the Supplier:

Name and Title	Redacted
Signature	<div>Redacted</div>