



**National Highways Limited**

**NEC4 Professional Service Short Contract  
(June 2017 with amendments January 2019 and October  
2020)**

**SCOPE**

in relation to *services* for

**Employee benefits, discounts and recognition platform and managed services  
from 1 April 2023**

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## CLIENT'S SCOPE

### S 100 Purpose of the service

The purpose of the required services is for the *Client* to select a *Consultant* who can continue to offer a fully integrated employee benefits, discounts, and recognition platform upon which the Client can build employee engagement and increase attraction and retention.

Additionally, the *Client* requires the *Consultant* to offer managed services for existing benefits including childcare vouchers (closed scheme), cycle to work and financial education with the potential to add further managed benefits in the future.

The *Client* is seeking a *Consultant* who works in partnership with them to support delivery of key strategic priorities, including but not limited to; delivery of an ambitious Net Zero Carbon Plan and a commitment to health, safety and wellbeing.

The *Client* is seeking an ambitious *Consultant* who offers exceptional services and supports the *Client* in promoting their benefits offering both internally through communications and marketing, and externally through the *Client's* careers portal, social media, external recognition and awards.

### S 101 Identified and Defined Terms

- S 101.1 In this Scope terms identified in the Contract Data are in italics and defined terms have capital initials. Other terms used with capital letters are defined in the *conditions of contract* or have the meaning given to them in **Annex 01**.

### S 105 Client's objectives

- S 105.1 The purpose of this section is to communicate the *Client's* vision, values, outcomes and the key objectives of the contract, outlining the *Client's* expectations regarding how the *Consultant* supports the delivery of these.

#### About the *Client*

- S 105.2 The *Client* is a road operator responsible for managing the busiest strategic road network in Europe, carrying one-third of all road traffic and two thirds of Freight traffic in England.
- S 105.3 The *Client's* strategic road network is a key enabler of economic growth and prosperity and are essential to the quality of life of the United Kingdom.
- S 105.4 The *Client's* role is to deliver a better service for road users and to support a growing economy. The *Client* operates, manage and improve the strategic

road network in the public interest, maintains the strategic road network on a day-to-day basis and provide effective stewardship of the strategic road network's long-term operation and integrity.

### The *Client's* vision

S 105.5 The *Client's* vision, as set out in the *Client's* "Strategic Business Plan" (see link in **Annex 02**), is to revolutionise its roads and create a modern strategic road network across England over the next 25 years. The *Client* plays its part in supporting economic growth and shaping a modern Britain to make a real difference to people's lives and businesses' prospects.

### The *Client's* imperatives

- S 105.6 The *Client's* vision comprises of three imperatives, which are
- **safety** – the safety of its employees, its service partners and its road users,
  - **customer service** – the customer service and experience that road users have and
  - **delivery** – the delivery of the governments' road building and maintenance programme which includes spending over £4 billion a year delivering its strategic road network to its road users, stakeholders and customers.
- S 105.7 The *Client's* imperatives set out what it does, and the *Consultant* aligns with these imperatives and supports the *Client* in achieving the *Client's* outcomes.

### The *Client's* values and expectations

- S 105.8 The *Client's* values are
- **safety** – we care about our customers, delivery partners and workforce and strive to see that no one is harmed when using or working on our strategic road network,
  - **integrity** – we are custodians of the strategic road network, acting with integrity and pride in the long-term national interest,
  - **ownership** – we have a clear vision for the future of the strategic road network and find new ways to deliver by embracing difference and innovation, while challenging conventions,
  - **teamwork** – we have an open and honest dialogue with each other, as well as our customers, stakeholders and delivery partners and
  - **passion** – building on our professionalism and expertise, we are always striving to improve, delivering a strategic road network that meets the needs of our customers.

- S 105.9 The *Client's* values describe how it delivers its vision and imperatives, how to treat each other, and expect to be treated, how it wants to be seen as an organisation and how it does business.
- S 105.10 The *Consultant* has values that support those of the *Client* and that engender constructive and desired behaviours that enable a collaborative approach to achieve the *Client's* outcomes.

### The *Client's* Outcomes

- S 105.11 The *Client's* "Delivery Plan" sets out the *Client's* main activities to improve the capacity and performance of the strategic road network and how the *Client* performs said activities (see link in **Annex 02**).

The *Consultant* plays a key role in assisting and enabling the *Client* to achieve its outcomes of

- supporting economic growth,
- a safe and serviceable strategic road network,
- a freer flowing strategic road network,
- an improved environment, and
- a more accessible and integrated strategic road network.

- S 105.12 This is achieved through
- planning for the future,
  - growing capability,
  - building relationships,
  - efficient and effective delivery, and
  - improving customer interface.

### Contract core principles and key objectives

- S 105.13 The *Client's* key objectives are:
- To provide an employee benefits, discounts and recognition offering that supports the *Client* to attract and retain a skilled workforce to deliver against the *Client's* strategic priorities
  - To continue to fulfil the *Client's* legal obligations for the provision of contractual benefits
  - To improve the *Client's* employee value proposition by building on the current employee benefit and recognition provisions with an improved offering and platform, and to continuously improve the offering throughout the life of the contract. Therefore, making the

*Client's* benefits more attractive to existing and prospective employees

- To increase employee engagement in relation to the *Client's* benefits, discounts and recognition
- To take account of and act on feedback received through the *Client's* employee insight work
- To maximise take-up of the *Client's* employee benefits and recognition offerings through additional marketing and an enhanced offering
- To maintain the *Client's* ability to provide a total reward package where all benefits are delivered through one provider and a single platform
- To encourage collaborative ways of working by acknowledging cross Directorate achievements through the *Client's* recognition scheme
- To utilise modern technology to improve the quality of understanding of individual employee benefits and the *Client's* total reward proposition
- To provide the services outlined above through a secure platform underpinned by legally compliant processes

## **S 106 Reference documents**

S 106.1 References to documents within this Scope can be found in **Annex 02**.

## **S 200 Description of the service**

## **S 205 Description of the Service**

S205.1 General requirements:

The services provided by the *Consultant* to the *Client* include but are not limited to:

- Working in partnership with the *Client* to provide discounts, benefits and recognition offerings that are competitive within the employment market and/or in line with the *Client's* strategic priorities
- Platforms that can be customised by the *Consultant* with existing and established branding from the *Client*
- User friendly, accessible platforms to encourage high engagement and take-up levels with services accessible to all users through a range of devices including laptop, tablet and mobile, and supports all reasonable adjustment software as required

- Provision of a single, integrated place for the *Client*'s employees to gain access to both the employee benefits and discounts, and employee recognition that is easy to access and navigate
- Access to services through single sign-on
- A secure facility for uploading the *Client*'s employee data e.g. SSL
- The ability to integrate data transfer from the *Client*'s Oracle Fusion HCM platform into the Consultant's platform and vice-versa at a future date as determined by the *Client*
- A managed service for existing benefits including childcare vouchers, cycle to work and financial education/wellbeing portal retaining the relationships with current third-party providers
- Admin access to all platforms in line with section S205.4, S205.5 and S205.6 below
- Provision of a range of guidance, communications and marketing materials as detailed in S205.14 below
- A dedicated account manager and support services for admin, as detailed in S205.15 below, throughout the mobilisation period and the life of the contract
- Provision of support services that take account of the diverse roles and locations of the *Client*'s employees as detailed in S205.15 below.

S205.2 There are several additional, desirable elements that the *Consultants* offering may include:

- Capability to benchmark benefits provisions against other *Clients* in the sector and beyond, with a view to recommending and onboarding future enhancements to the *Client*'s offering through third party suppliers(when required)
- Access to existing tools to support the introduction of new benefits e.g. a calculator for holiday trading
- The ability to produce total reward statements at a future date (if required)

S205.3 The following elements are out of scope:

- This proposal covers the elements listed in section s205 only and does not include any other elements of the *Client*'s employee benefits package that are delivered through other contracts/Consultants e.g. green cars salary sacrifice scheme

#### **S205.4 Discounts and savings:**

S205.4.1 The *Consultant* is to provide the *Client* with a discounts platform offering a wide range of discounts, ensuring that the *Client*'s offering remains competitive in the employment market

S205.4.2 The *Consultant* is to support the *Client* to promote initiatives or key themes in line with *Client*'s strategic priorities e.g. discounts or benefits that support Net Zero Carbon and/or health, safety and wellbeing

S205.4.3 The *Consultant* is to provide the *Client* with the ability to add local offers to the benefits and discounts platform, including offers that are available to all of the *Client's* employees, or to certain groups of employees

S205.4.4 The *Consultant's* platform is to include the facility to promote specific offers relevant to the *Client* through a rolling banner and other features.

S205.4.5 The *Consultant* is to provide the *Client* with an on-line discounts platform giving the *Client's* employees access to a competitive range of discounts and savings compared to those available through on-line discount offering e.g. voucher cloud including those relating to the work of the *Client*, discounts and offers for everyday spending, discounts related to Net Zero, a good range of gym and health related discounts.

S205.4.6 The *Consultants* on-line discounts are to be available to the *Client's* employees in a range of formats including but not limited to e-vouchers and reloadable cards.

S205.4.7 The *Consultants* discounts/offers are to be redeemable through a range of options including but not limited to in-store, online or over the phone.

S205.4.8 The *Consultants* discounts platform allows the *Client's* employees to create 'favourites' whereby the *Client's* employees can view offers from their preferred retailers alongside any "recommended offers" based on previous browsing history.

S205.4.9 The *Consultants* discounts platform allows the *Client's* employees easy access to view all available offers by browsing categories such as Health & Wellbeing, Fashion & Beauty, Food & Drink, Garden, etc.

S205.4.10 The *Consultant's* discounts platform allows the *Client's* employees to search offers by, including but not limited to, geographical location, *Consultant* name, category, most popular offers (based on take-up throughout the scheme), new and expiring offers, local offers (independent local retailers), favourites, recommended, e-vouchers, gift cards, reloadable cards & vouchers, SMS offers.

S205.4.11 The *Consultant's* discounts platform is to provide the *Client's* employees with total savings made to date and an online 'savings calculator' which can be used to accumulate total savings made.

S205.4.12 The *Consultant's* discount platform offers the facility to add local offers to the benefits and discounts platform, including offers that are available to all of the *Client's* employees, or to certain groups of employees.

## **S205.5 Benefits**

S205.5.1 The *Consultant's* is to host a 'benefits hub' providing ease of access to summary information and links to detailed information about the full range of benefits provided by the *Client*. These benefits include but are not limited to the *Client's* holiday play-scheme and season ticket loan

scheme, pension schemes, holiday allowances, death benefits and performance related pay (bonus) arrangements.

S205.5.2 The *Consultants* platform is to have the facility to accommodate other benefits as required by the *Client* including but not limited to buying and selling of annual leave, dental insurance, give as you earn.

## **S205.6 Recognition**

S205.6.1 The *Consultant's* recognition platform is to be configurable to replicate the *Client's* existing, established recognition approach.

S205.6.2 The *Consultant's* platform provides a recognition wall/landing page where all recognition given by the *Client's* employees through the scheme is visible, including the ability to filter the overall recognitions by Directorate and team.

S205.6.3 The *Consultant's* recognition wall/landing page display's the total recognitions given during a specified period.

S205.6.4 The *Consultant's* recognition offering and platform maintains focus on recognition first, and financial reward being considered as a follow-on activity.

S205.6.5 The *Consultant's* platform allows recognition to be given by anyone to anyone including outside of immediate team and function e.g. peer to peer, manager to employee, employee to manager

S205.6.6 The *Consultant's* recognition platform has the ability to ensure that all recognition and/or financial recognition awarded is underpinned by the *Client's* company values and behaviours, the *Client's* imperatives and any other category that the *Client* deems appropriate

S205.6.7 The *Consultant's* recognition process allows recognitions to be made 'private' where required.

S205.6.8 The *Consultant's* recognition platform holds a hierarchy based on the *Client's* organisational structure. The hierarchy is to be updated through bi-weekly uploads from the *Client* to take account of starters, moves and leavers, restructures etc

S205.6.9 The *Consultant's* recognition platform automatically push approvals from nomination through to financial award to the relevant tier in the *Client's* hierarchy as determined by the *Client*.

S205.6.10 The *Consultant's* platform has the flexibility to have budgets held at different levels across the *Client's* hierarchy to take account of the differing requirements across the organisation.

S205.6.11 The *Client* is to be able to brand the *Consultant's* recognition platform with additional branding including but not limited to:

- Branding on the welcome page or recognition wall

- Branding for each of the reasons for recognition including each of the *Client's* values, customer service and any combinations thereof
- Branding on any notifications/alerts issued by the platform

205.6.12 The *Consultant's* platform issues notification/alert/instant messages to:

- Any employee advising that they have been recognised and who the recognition was from
- Any employee advising that they have been awarded financial recognition and who by
- The employee's manager notifying them that manager action is needed
- The relevant budget-holder to advise that action is required

205.6.13 The *Consultant's* platform offers a range of options for financial awards including but not limited to:

- A range of e-cards to say thank you that can be tailored and updated and can accommodate existing branding
- Printable e-cards
- Virtual pounds which can be redeemed against a range of retailers, experience days, leisure outlets
- Cash awards (not currently required)

205.6.14 The *Consultant's* platform allows the *Client's* employees to 'top-up' their outstanding High5 balance to allow them to purchase a retail voucher of a higher denomination or to purchase other higher priced goods/services.

205.6.15 The *Consultant* organises and/or support award ceremonies if required by the *Client*.

205.6.16 The *Consultant* provides admin access to the recognition platform to identified employees to allow for activities including but not limited to:

- Complete secure uploads of employee data
- Upload or refresh branding/imagery instantly
- Manage employee accounts when needed including updating personal details e.g. email address
- Manage and upload/amend cost centre changes/cost centre owners
- Extract Management Information
- Delete High5's
- Extract remaining budgets
- Report on all nominations, financial awards, redemptions, registration levels reporting, tax reporting, outstanding balances, budget usage, bulk upload report, top-up report and remaining budget. Ability to build other enhanced reports
- Complete bulk uploads of awards when required
- Transfer outstanding nominations to a new line manager or budget holder as needed
- Complete quarterly and ad-hoc budget uploads

- Provide a tool to allow authorised users to create new award schemes for specific areas of the business, with specific nomination/approval rules, without the need for provider to code/deploy
- Dashboard overview of the High5's that have been put through the system
- Upload and update e-card designs as needed
- Add communication message to the recognition wall/landing page
- Provide proxy access to user and budget holder accounts, and set up delegations if a budget holder is absent

### **S205.7 Managed services**

S205.7.1 The *Consultant* offers managed services for the *Client's* existing employee benefits where required, with the potential to add to this in the future. The benefits that are currently administered through a managed service include:

- childcare vouchers,
- cycle to work, and
- financial education/wellbeing.

S205.7.2 The *Consultant* retains the relationships with the *Client's* current third-party providers unless there are exceptional circumstances which prevent this. The third-party Consultants include Fideliti for childcare vouchers, Cycle Solutions for cycle to work and Planned Future for Financial Education.

### **S205.8 Childcare vouchers:**

S205.8.1 The *Consultant* provides the *Client* with a managed service for the childcare vouchers scheme through a third-party *Consultant* (see section 5 above).

S205.8.2 The Third-party *Consultant* administers the government backed childcare vouchers scheme on the *Client's* behalf, recognising that this is a closed scheme and only operates for those who enrolled prior to the scheme closure.

S205.8.3 The *Consultant* continues the ongoing relationship with Fideliti who currently administer the childcare vouchers scheme on the *Client's* behalf.

S205.8.4 The Third-party *Consultant* provides the following functionality in the childcare voucher offering:

- Registration for TUPE employees who transfer into the *Client* with an existing childcare vouchers arrangement in place. Registration to take place through the Third-party *Consultant* provided application process on the Childcare Voucher scheme in order to receive vouchers

- Employees of the *Client* can amend their voucher value through the Third-party *Consultant* provided application process
- Employees of the *Client* can terminate their participation in the scheme through the Third-party *Consultant* provided application process
- The *Client* can recall vouchers should any party discover a change in the participants circumstances impacting on eligibility
- The *Client* can request backdated vouchers on behalf of any eligible employee if entitled

S205.8.5 The Third-party *Consultant* provides those participating in the scheme with a secure, online account from which they can manage their Childcare funds and make payment to registered childcare providers as well as access to the Third-party *Consultant*'s Parent Hub which provides information and advice on a wide range of family focused topics.

S205.8.6 The Third-party *Consultant* offers a secure means for the *Client*'s employees to access their account 24 hours a day 365 days per year.

S205.8.7 To support those who do not wish to access their account online, the Third-party *Consultant* operates an automated touchtone telephone system.

S205.8.8 On the date set by the *Client*, the Third-party *Consultant* releases electronic vouchers to the Users' accounts and paper vouchers posted to home addresses, provided timely receipt of payment.

S205.8.9 The Third-party *Consultant*'s benefits platform allows participants to request a payment to their carer/s which is to be made to their carer the next working day.

S205.8.10 The Third-party *Consultant* offers the following facilities:

- to make payments as required
- to set up a standing order
- to 'top up' a payment by debit card and allow cancellation within 24 hours

S205.8.11 The Third-party *Consultant* ensures all carers listed on the platform are registered with or approved by an appropriate body (such as Ofsted) and be registered with the Third-party *Consultant*. This audit should be conducted on a regular basis.

S205.8.12 The Third-party *Consultant* supports the *Client*'s annual review of childcare vouchers to ensure all current employees participating in the scheme are still eligible.

S205.8.13 If the Third-party *Consultant* ceases to operate the *Consultant* offers any suitable alternative arrangements for the *Client*'s existing applicants.

### **S205.9 Cycle to work:**

S205.9.1 The *Consultant* provides the *Client* with a managed service for the government backed cycle to work scheme through a Third-party *Consultant*.

S205.9.2 The *Consultant* continues the ongoing relationship with Cycle Solutions who currently administer the cycle to works scheme on the *Client's* behalf.

The Third-party *Consultant's* offering includes but not be limited to the following benefits:

- An offering that provides online orders and access to cycles and safety equipment through a range of partner stores (independent bike retailers)
- An online application process through the Third-party *Consultant's* platform
- An administrative portal where the *Client* reviews, and approve/reject orders placed through the scheme
- An automated touchtone telephone system for those who do not wish to access on-line services
- Additional support and guidance including but not limited to an on-line chat function, published guidance and FAQs
- The ability for participants to spread the cost over a year
- A product range that includes a wide variety of recognised brands either accessible at stores across the UK or online
- A comprehensive product range including but not limited to mountain, hybrid, folding, electric and road bicycles
- A comprehensive range of safety accessories, clothing and cycling safety equipment from leading brands, including but not limited to the following:
  - Lights, including dynamo packs
  - Locks and chains
  - Mirrors and mud guards
  - Children's seats
  - Reflective and high-visibility clothing and accessories
  - Inc. straps, luggage covers, gloves, spoke reflectors
  - Helmets
  - Panniers, luggage carriers and straps, and bags
  - Pumps, puncture repair kits and cycle tool kits
- Access to a range of cycles that are suitable for disabled users along with specialist support and guidance
- A range of price points and types of equipment required to match all levels of cycling ability and experience
- A minimum 14 day cooling off period where the participant can cancel their application without repercussions
- A direct and timely delivery and an unwanted equipment collection service arranged at a time suited to the participating employee (this may be subject to additional charges to the employee)
- A full warranty provision on all equipment provided
- Provision of an advice service regarding maintenance and servicing of equipment
- Support from the third-party *Consultant* with marketing the scheme including but not limited to guidance, intranet banners, printable materials, attendance at face-to-face events

- An annual review of the scheme by the third-party *Consultant* including but not limited to a review of applications received, savings made, carbon emissions reduction

S205.9.3 At the end of the hiring period, the Third-party *Consultant* offers the following three options as a minimum in line with current HMRC guidelines.

**Option 1 – Extended Usage Agreement:** The 'extended usage agreement' to enable employees to continue the terms of the original arrangement through an extended use arrangement directly with the Third-party *Consultant* with no cost to the employee

This agreement is to extend until the equipment is six years old. After six years, if the employee does not wish to keep the equipment, the employee can return the equipment at their own cost. Alternatively, ownership is offered to the employee, and no further action or payment is to be required if they wish to keep the equipment

**Option 2 – Purchase of equipment:** Employees can pay the fair market value for the bike/equipment (typically 25% of the original price) to the Third-party *Consultant*.

**Option 3 – Return of the equipment:** The employee can decide to return unwanted equipment at their own cost in liaison with the third-party *Consultant*.

#### **S205.10 Financial wellbeing/education**

S205.10.1 The *Consultant* provides the *Client* with a managed service for financial education through a third-party *Consultant*.

S205.10.2 The third-party *Consultant* provides the *Client's* employees with access to a financial education package including but not limited to access to a financial education portal and financial education and wellbeing webinars.

S205.10.3 The third-party *Consultant* works with the *Client* to tailor the financial education offering to meet the needs of the *Client's* diverse workforce.

S205.10.4 The third-party *Consultant* works with the *Client* to refresh the tools available to meet the needs of the *Client's* employees as required by the *Client*.

S205.10.5 The third-party *Consultant* ensures that the *Client* has access to regular updates (minimum quarterly) on the engagement levels with the third-party *Consultant's* platform.

S205.10.6 The third-party *Consultant* provides support with communications and guidance to the *Client's* employees around their financial education and wellbeing, including but not limited to bespoke newsletters/communications, webinars and attendance at face-to-face events as required by the *Client*.

#### **S205.11 Data Management, transfer, security and support**

S205.11.1 The *Consultant's* offering (both system and service) is to:

- adhere to GDPR regulations
- comply with security best practice as per the National Institute of Standards and Technology (NIST) framework and/or the National Cyber Security Centre (NSCS) cloud security guidance as appropriate (and have been audited)
- be secure and hosted in the United Kingdom
- authenticate users (desirable: provide the ability to federate with National Highways Azure Active Directory)
- have a process for the creation, deletion and management of user accounts
- protect the transfer of our data from National Highways to the target system and back (desirable: able to make use of the National Highways SFTP service, or similar file transfer service)
- have appropriate support mechanisms and processes in place (desirable: ability to connected support systems to National Highways ServiceNow platform)

### **S205.12 System Architecture**

S205.12.1 The Third-party *Consultant's* offering (both system and service) is to:

- be compatible with common browsers, with the following as a minimum supported to versions n and n-1:
  - Chrome, Edge and Firefox
- Make an appropriate environment available to test changes before publication to production

S205.12.2 The *Client* would like the Third-party *Consultant's* offering to:

- Have the ability to connect to Oracle Human Capital Management (HCM) suite (desirable: via an out-the-box connector)

### **S205.13 Management Information:**

S205.13.1 The *Consultant* ensures that management information stored is easily accessible and exportable at any time in a format agreed with the *Client*.

S205.13.2 The *Consultant* provides the *Client* with access to and administrative portal providing a range of management information as detailed in the discounts, benefits and recognition sections above.

S205.13.3 The *Consultant* provides access to detailed reporting to the *Client* including but not limited to registration levels, page views, total

spend through the discounts platform, total savings through the discounts platform, total cashback through the discounts platform, most popular page views, most popular discounts used

S205.13.4 The *Consultant* provides the *Client* with access to detailed reporting on benefits including but not limited to engagement levels, page views, take up levels.

S205.13.5 The *Consultant* provides the *Client* with access to detailed reporting on the recognition platform including but not limited to registration levels, all nominations, financial awards, redemptions, tax reporting, outstanding balances, budget usage, bulk uploads, top-ups and remaining budget.

#### **S205.14 Marketing and Communications**

S205.14.1 The *Consultant* is to design and implement promotional strategies taking account of the differing needs across the *Client's* workforce.

S205.14.2 The *Consultant* produces a range of guidance and marketing materials including but not limited to FAQs, e-shots, booklets, posters and roll-up banners. The *Consultant* is to customise any guidance and promotional materials with the *Client's* branding as needed and make any materials produced available for replicating in-house by the *Client* when required.

S205.14.3 The *Consultant* supports with promoting all benefits and recognition currently offered to the *Client's* employees in a form agreed by the *Client* on a regular (at least quarterly basis.)

S205.14.4 The *Consultant* promotes updated retail discount offerings to the *Client's* employees who opt into weekly/bi-weekly/monthly newsletters and/or push notifications, where appropriate.

S205.14.5 The *Consultant* offers the *Clients* employees with enhanced discounts and communications targeted at specific events during the year, including but not limited to Christmas and Black Friday

S205.14.6 The *Consultant* communicates any aspect of the *Client's* total reward package in line with the *Client's* requirements.

S205.14.7 The *Consultant* is to tailor communications and promotional materials to take account of the diverse nature of the *Client's* workforce including both office based and remote employees with a range of working patterns, roles and locations.

S205.14.8 The *Consultant* is to offer face-to-face promotion of the goods and services alongside other marketing activity including but not limited to attendance at conferences arranged by the *Client*, webinars, how to videos, merchandise, toolkits and guides which are made available on the platform.

S205.14.9 The *Consultant* is to market and advertise the *Client's* total reward package in a range of formats to take account of differing devices used to access information (including but not limited to desktops, laptops, tablets and smartphones) as well as ensuring that access can be given both in and outside of the workplace.

S205.14.10 The *Consultant* is to run competitions and offer prizes to incentivise take-up and engagement of services by the *Client's* employees.

### **S205.15 Account management and support services**

S205.15.1 The *Consultant* provides a dedicated account manager to the *Client* and support services for admin requirements during the mobilisation, launch and throughout the life of the contract.

S205.15.2 The *Consultant* works in partnership with the *Client* and the *Client's* previous supplier during the mobilisation period prior to launch to ensure a smooth transition for all of the *Client's* employees.

S205.15.3 The *Consultant* provides the *Client* with a range of support services to employees including but not limited to dedicated helpdesks to support discounts, benefits and recognition queries, on-line help/chat facilities, customisable FAQs and guidance.

S205.15.4 The support services provided by the *Consultant* takes account of the differing needs of the *Client's* employees particularly in relation to access to services and provides alternative access e.g. telephone support for orders where required

### **S205.16 Desirable**

S205.16.1 The *Client* may require the *Consultant* to benchmark benefits provisions against others in the sector and beyond, with a view to recommending future enhancements to the *Client's* offering (when required, maximum annually).

S205.16.2 If required, the *Client* may require the *Consultant* to vet any recommended third-party providers to ensure they satisfy the following criteria to a high standard – brand, reputation, financial appraisal, administration processes, helpdesk support, security compliance, quality of product and account management

S205.16.3 If required, the *Client* may require the *Consultant* to include provide a detailed report to the *Client* to demonstrate transparency in recommending any new/changes to offerings. Non-exclusivity is important to the *Client*. The *Consultant* would therefore need to be able

to demonstrate non-exclusivity within their contracts with other providers.

S205.16.4 If required, the *Consultant's* platform may be able to provide the facility to produce real-time total reward statements for each employee including all aspects of total reward incorporating those benefits that are not administered by the *Consultant* e.g. pension, death benefits, leave entitlement alongside those included within the *Consultant's* benefits offering

S205.16.5 If required, the *Consultant's* may be able to offer an e-pack to the *Client's* employees detailing the total reward offering available to them, this information includes all benefits and recognition currently offered by the *Client* including those benefits which the *Client* has agreed are not administered by the *Consultant*.

## S 300 Existing information

### S 305 Existing Information

S 305.1 The *Client* retains historical data relating to benefits and discounts services and historical recognition data provided by the previous *Consultant/Supplier*. However, the following information is to be provided in relation to the *Client's* employee recognition scheme:

- A detailed breakdown of the operating process for the *Client's* established recognition scheme is to be provided by the *Client* following the contract award
- Outstanding prize balances within the *Client's* current employee recognition system is to be transferred at commencement of the service

S305.2 The *Consultant* manages the relationships with the *Client's* current third-party providers (unless there are exceptional circumstances which prevent this). Therefore, data relating to the usage of each service is to be made available at the start of the contractual period. NB the current third-party *Consultants* are:

- Fideliti for childcare vouchers,
- Cycle Solutions for cycle to work, and
- Planned Future for Financial Education.

## S 400 Specifications and standards

### S 405 Specifications and standards

- S 405.1 Except where otherwise directed, all materials, workmanship, designs and assessments are to comply with the *Client's* standards and procedures current at the Contract Date or, for *Consultant* designed elements, the time the relevant design certificate is signed.
- S 405.2 If a standard or procedure subsequently changes, the *Consultant* complies with the revised standard or procedure if instructed by the *Client*.
- S 405.3 The Third-party Consultant's offering (both system and service) is to:
- adhere to GDPR regulations
  - comply with security best practice as per the National Institute of Standards and Technology (NIST) framework and/or the National Cyber Security Centre (NSCS) cloud security guidance as appropriate (and have been audited)
  - be secure and hosted in the United Kingdom

## S 500 Constraints on how the *Consultant* Provides the Service

### S 501 Risk Management

- S 501.1 The *Client's* "Risk Management Policy" (see link in **Annex 02**) is crucial to the successful delivery of the *Client's* objectives. A risk management framework has been implemented to enable the effective and efficient management of risk.
- S 501.2 Within the risk management framework, the *Client's* "Risk Management Policy and Strategy" outlines the approach for the management of risks and issues including system process, the definition of risk, risk governance, roles and responsibilities, high level risk management process and supply chain principles (see link in **Annex 02**).
- S 501.3 The *Client's* risk management process is separate to the contractual early warning process. Although matters identified through that process may be entered into the risk management process as risks and cross-referenced to track and inform mitigation and management of the risk.
- S 501.4 The *Client* has adopted the following definition for risk:  
"the uncertainty around the company's ability to achieve its objectives and execute its strategy".
- S 501.5 For the *Client* risk management is a continuous process of identifying,

assessing and treating risks in order to reduce threats, maximise opportunities and increase the likelihood of delivering strategic, operational, directorate, programme and project objectives.

- S 501.6 The *Client's* risk management approach aims to ensure that
- risks are systematically identified, understood, prioritised and managed by the correct parties and individuals in a consistent and efficient manner,
  - assurance is provided to the *Consultant*, *Client* and other stakeholders that risks are understood and managed, and
  - all parties are fully aligned with and demonstrably meet the requirements of the *Client's* risk management framework.
- S 501.7 The *Consultant* complies with the risk management requirements described in this section S 501 and as contained in the
- “Risk Management Policy and Strategy for the Management of Risk” (see link in **Annex 02**), and
  - standards in section S 535 of the Scope
- S 501.8 The *Consultant* uses the *Client's* risk management system. Outputs developed through this process may be used in other risk assessments.
- S 501.9 The *Client* has carried out a risk assessment against the Scope to be delivered. A copy of the lists of risks are included in **Annex 02**.
- S 501.10 The *Consultant* ensures that risks which could impact on the project objectives are systematically identified, understood, prioritised and managed whilst being continually reviewed and communicated in a collaborative manner with the *Client*.
- S 501.11 The *Consultant* works collaboratively with the *Client* in maintaining and updating the risk management register in relation to project risks.

## **S 502 Business Continuity**

- S 502.1 The *Consultant* prepares a business continuity plan that complies with ISO22301:2019 (see link in **Annex 02**) and submits the draft plan to the *Client* no later than four weeks after the *starting date* for acceptance. A reason for not accepting the business continuity plan is that it does not align with ISO22301:2019. The *Consultant* amends the plan to address the *Client* comments and resubmits the plan for acceptance within one week.
- S 502.2 The *Consultant* undertakes an annual internal test event to test the business continuity plan. The *Consultant* agrees with the *Client* the test scenario prior to the test. Following the test, the *Consultant* prepares a feedback report

with any proposed amendments to the business continuity plan and submits the feedback report to the *Client* within two weeks of the test for acceptance. A reason for not accepting the proposed amendments is that the *Client* considers that the proposed amendments do not resolve the issues raised in the feedback report.

S 502.3 The *Consultant* implements any proposed amendments in the accepted feedback report as instructed by *Client*.

S 502.4 Where requested, the *Consultant* completes the *Client* annual business continuity self-assessment assurance document in the form provided by the *Client*. The *Consultant* provides supporting evidence to the *Client* to demonstrate that the business continuity processes and procedures based on the self-assessment are in place. The *Client* may undertake an audit of compliance with these requirements.

### **S 503 Insurance requirements**

S 503.1 The *Consultant* is required to have in place required insurances described in the Insurance Table in the Contract Data and as shown in **Annex 03**.

S 503.2 The *Consultant* discharges all its obligations under the Insurance Act 2015 (see link in **Annex 02**) when placing, renewing or maintaining any insurances required by the contract.

### **S 504 Security & identification of people**

#### **S 504.1 Mandatory obligations**

S 504.1.1 The *Client* is required to adopt the personnel security requirements and management arrangements set down in “Security Policy 3: Personnel Security” of “Her Majesty’s Government (HMG) Security Policy Framework” (see link in **Annex 02**) issued by the Cabinet Office as amended from time to time.

S 504.1.2 The *Consultant* familiarises itself with the objectives and principles embodied within the “HMG Security Policy Framework”, in addition to the mandatory obligations extracted from the “HMG Security Policy Framework” and set down in this section.

S 504.1.3 The *Consultant* ensures that the appropriate level of personnel security is obtained and maintained for all Staff in accordance with the “HMG Security Policy Framework”.

S 504.1.4 The *Client* notifies the *Consultant* of any revisions to the personnel security requirements arising as a consequence of subsequent amendments to the “HMG Security Policy Framework” and agrees any remedial action required by the *Consultant* as a result of the amendments.

- S 504.1.5 In addition to the requirements set out in the “HMG Security Policy Framework”, the Cabinet Office “Efficiency and Reform Group” recommendations have introduced security requirements in relation to working area admittance, passes and photographs. These requirements are set out in “Part Three – Cabinet Office Efficiency and Reform Group requirements” below.

#### **S 504.2 Security checks – minimum requirements**

- S 504.2.1 “HMG Baseline Personnel Security Standard v6.0 – May 2018” (“the BPSS”) (see link in **Annex 02**) forms the minimum security check requirements for all Staff whose duties include
- working in any of the *Client’s* premises, for example, the Site, offices, depots, Regional Operations Centres (ROC), the National Traffic Operations Centre (NTOC) and any outstations owned and operated by the *Client*,
  - usage of the *Client’s* Information Systems and
  - working unsupervised in any other capacity.
- S 504.2.2 The *Client* may notify the *Consultant* of a modification to the categories of Staff requiring BPSS security checks at any time.
- S 504.2.3 Unless advised otherwise by the *Client*, it is the *Client’s* hiring manager who completes a BPSS check. The *Client’s* hiring manager for the contract is the *Client*. All Staff, working on the *Client’s* premises or with its technology, have to be BPSS approved before they begin working for or with the *Client*. The BPSS form and guidance set out in **Annex 04** have been produced to assist the *Client’s* hiring manager undertaking checks and to ensure all checks meet the standards set out in the “HMG Security Policy Framework”.
- S 504.2.4 Procedural and other details for ensuring compliance with the BPSS are set out in subsection “Part One – BPSS Compliance” below.

#### **S 504.3 Security checks – additional vetting requirement**

- S 504.3.1 Where Staff require unrestricted access to the *Client* areas identified in subsection “Part Two - National Security Vetting (NSV)” below, the *Client* notifies the *Consultant* of the appropriate level of National Security Vetting (NSV) to be carried out.
- S 504.3.2 Procedural and other details for ensuring compliance with NSV are set out in subsection “Part Two - National Security Vetting (NSV)” below.

#### **Part One – BPSS Compliance**

#### **S 504.4 Procedures**

- S 504.4.1 The *Consultant* undertakes security checks to ensure the confidentiality, integrity and availability of the *Client's* asset (documents and information).
- S 504.4.2 The recruitment controls of the BPSS are required to have been carried out for all Staff to whom paragraph S 504.2.1 applies prior to their employment on the contract. The recruitment control process is completed satisfactorily before an individual
- is issued with a security pass giving unrestricted access to the *Client's* premises,
  - potentially has access to the *Client's* sensitive, possibly protectively-marked, information and
  - is given access to the *Client's* IT network.
- S 504.4.3 The *Consultant* takes all necessary measures to confirm that any previous security checks 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 "HMG Security Policy Framework".
- S 504.4.4 The *Consultant* 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 *Consultant* certifying the same.
- S 504.4.5 The *Consultant* reconciles any unacceptable gaps identified between the BPSS and existing security checks in accordance with the requirements of the BPSS.
- S 504.4.6 Any new Staff to whom paragraph S 504.2.1 applies are assessed strictly in accordance with the requirements of the BPSS.
- S 504.4.7 The *Consultant* keeps full and auditable records of all security checks carried out on Staff and makes such records available to the *Client* or its appointed representatives for audit purposes upon request.
- S 504.4.8 If
- the *Client* discovers any non-compliance with the requirements of the BPSS from the audit process,
  - the *Consultant* fails to keep full records of security checks carried out on Staff or
  - the *Consultant* fails to make such records available upon request
- the *Client* may
- invoke individual withdrawal of permits or passes to Staff or
  - invoke systematic withdrawal of permit or passes to Staff,

- require that an independent audit of the *Consultant's* BPSS security checks procedure is undertaken at the expense of the *Consultant* and
- instruct the *Consultant* to take appropriate action to immediately address any non-compliance with the BPSS notified to it by the *Client*.

S 504.4.9 The *Consultant* 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.

#### **S 504.5 Security check process for BPSS**

S 504.5.1 The security check process of the BPSS follows the guidance provided in "HMG Baseline Personnel Security Standard May 2018" (see link in **Annex 02**).

S 504.5.2 The BPSS comprises verification of four main elements

- identity,
- nationality and immigration status (including an entitlement to undertake the work in question),
- employment history (past 3 years) and
- criminal record (unspent convictions only).

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.

S 504.5.3 The specific requirements for verification of each of the four main elements above are set out in "Part II - The Verification Process of the HMG Baseline Personnel Security Standard (BPSS)" (see link in **Annex 02**). An outline description of the core requirements is included below but does not relieve the *Consultant* from its obligation to comply with all the requirements of the "HMG Baseline Personnel Security Standard May 2018" (see link in **Annex 02**).

S 504.5.4 Information collected at each stage of the process is reviewed, assessed and recorded by the *Client* in line with the BPSS form set out in **Annex 04**.

#### **S 504.6 Verification of identity – outline requirements**

S 504.6.1 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.

S 504.6.2 Only original documents are to be used for identification purposes, copies are not acceptable. Electronic signatures should be verified by cross checking to a specimen signature provided by the individual.

- S 504.6.3 There is no definitive list of identifying documents. The *Consultant* notes that not all documents listed in the BPSS are of equal value. The objective is to verify 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).
- S 504.6.4 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.
- S 504.6.5 Where verification of identity is not straightforward, but a decision is nevertheless taken to employ an individual, the *Consultant* notifies the *Client* and records the matter on the early warning register.

#### **S 504.7 Nationality and immigration status (including an entitlement to undertake the work in question) – outline requirements**

- S 504.7.1 Nationality and immigration status may be verified by physically checking appropriate documentation or, in exceptional circumstances only, by means of an independent check of United Kingdom (UK) Visas and immigration records.
- S 504.7.2 The *Consultant* takes the necessary steps to ensure that an individual has the right to remain in the UK and undertake the work in question, including a review of the individual's settlement status as required under the "EU Settlement Scheme" (see link in **Annex 02**) where applicable.
- S 504.7.3 The *Consultant* applies all checks consistently and complies its obligations under the "Equality Act 2010" (see link in **Annex 02**).

#### **S 504.8 Employment history (past 3 years) – Outline requirements**

- S 504.8.1 The *Consultant* verifies the individual's recent (minimum of 3 years) employment or education history, as applicable, by
- following up references with previous employers,
  - verifying Her Majesty's Revenue and Customs (HMRC) tax returns or accountant certified company accounts for self-employment periods,
  - verifying academic certificates,
  - means of a commercially available CV checking service or
  - in exceptional circumstances or where there are unresolved gaps, by means of an independent check of HMRC records.
- S 504.8.2 To ensure that individuals are not concealing associations or unexplained gaps, the *Consultant* carries out an investigation to address any doubts over

the information provided before proceeding further with the BPSS requirements.

#### **S 504.9 Criminal record (unspent convictions only) – Outline requirements**

- S 504.9.1 The *Consultant* 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.
- S 504.9.2 Under the terms of the “Rehabilitation of Offender Act 1974” (see link in **Annex 02**), 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.
- S 504.9.3 The *Consultant* may choose to use the basic disclosure certificate check option available from the “Disclosure and Barring Service” (see link in **Annex 02**) to meet this verification requirement.
- S 504.9.4 Where “unspent” convictions have been disclosed, the *Consultant* carries out a risk assessment, which may include the need for legal advice, before proceeding further.

#### **S 504.10 Approval for employment**

- S 504.10.1 General guidance and requirements post BPSS verification are contained in “Part IV – Post Verification Process of the HMG BPSS” (see link in **Annex 02**). An outline description of the core requirements is included below but does not relieve the *Consultant* from its obligation to comply with all the requirements of the BPSS.
- S 504.10.2 Subject to paragraph S 504.10.3 and unless advised to the contrary by the *Client*, all Staff for whom a completed BPSS has been submitted may be treated by the *Consultant* as suitable to undertake the duties referred to in paragraph S 504.2.1.
- S 504.10.3 The *Client* 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 *Client* may exclude from the *Client’s* premises any individual for whom a BPSS is not supplied, is incomplete or is otherwise unsatisfactory.
- S 504.10.4 BPSS checks with a sealed “Criminal Record Declaration” are assessed separately on a case by case basis by the *Client*. The *Client* advises the *Consultant* if the individual has been approved as suitable to undertake all or any of the duties referred to in paragraph S 504.2.1.

**S 504.11 Incomplete or unsatisfactory BPSS verification records**

- S 504.11.1 Where a BPSS is incomplete or is otherwise unsatisfactory, the *Client* advises the *Consultant* of the deficiencies and the actions needed to correct them.
- S 504.11.2 The *Client* contacts the *Client's* Security team to address any actions needed as a result of an incomplete or otherwise unsatisfactory BPSS check.

**S 504.12 Renewal of the BPSS**

- S 504.12.1 Under most circumstances, renewal of the BPSS is not required.
- S 504.12.2 The *Consultant* 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.
- S 504.12.3 The *Client* instructs the *Consultant* to carry out additional security checks on any Staff required to operate in or on "List X" (see definition in **Annex 01** and link in **Annex 02**) premises owned, operated or accessible by the *Client*.
- S 504.12.4 If an individual, who has previously been the subject of a BPSS check, leaves the employment of the *Consultant* and is subsequently re-employed by the *Consultant* within twelve months, the original security check authorisation may be reinstated. The *Client* may require additional evidence before reinstating the original security check authorisation. In all other cases of re-employment, the full BPSS check is to be carried out.

**S 504.13 Ongoing personnel security management ("aftercare")**

- S 504.13.1 The *Consultant* monitors, manages and supports the required behaviours of Staff who are approved for work on the contract in line with the principles contained in the "HMG Security Policy Framework" and reports to the *Client* immediately if the continuing suitability of an individual is in doubt.
- S 504.13.2 Where the *Consultant* reports a case of doubt or the *Client* considers that the actions of any individual does not conform to the *Client's* required behaviours, the *Client* may instruct the *Consultant* to review the performance of the individual concerned. The *Consultant* takes appropriate action in consequence of the review, which may include
- agreeing a performance improvement plan,
  - a temporary suspension of permits and passes or
  - removal of the individual in accordance with NEC4 PSSC clause 21.2 of the *conditions of contract*.

#### **S 504.14 Retention of documentation**

- S 504.14.1 The documentation associated with the BPSS check is retained by the *Consultant* until Completion is reached and for a period of twelve months after the individual has ceased to be employed on the contract.
- S 504.14.2 The *Consultant* destroys all electronic and paper copies of documentation which it is no longer required to retain.

### **Part Two – National Security Vetting (NSV)**

#### **S 504.15 Procedures**

- S 504.15.1 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.
- S 504.15.2 Other than in exceptional circumstances, the NSV is not to be undertaken before the individual's BPSS check has been completed satisfactorily. The *Consultant* agrees with the *Client*, on a case by case basis, any exceptional cases where the NSV and the BPSS procedures are required to be carried out in parallel.
- S 504.15.3 The *Client* determines if any Staff need to undertake the NSV in addition to the BPSS check.
- S 504.15.4 If the *Client* considers that the NSV is required, the *Client* identifies, manages and undertakes the necessary vetting at the *Client's* expense.
- S 504.15.5 Where the *Client* determines that the NSV is required, the approval process set out in section S 504.10 does not apply, unless the *Client* instructs otherwise. Access permits and passes are only issued on satisfactory completion of the NSV.

### **Part Three – Cabinet Office Efficiency and Reform Group requirements**

#### **S 504.16 Admittance to the *Client's* premises**

- S 504.16.1 The *Consultant* submits to the *Client* details of people who are to be employed by it and its subcontractors on the *service*. The details include a list of names and addresses, the capacities in which individuals are employed and any other information required by the *Client*.
- S 504.16.2 The *Client* may instruct the *Consultant* to take measures to prevent unauthorised persons being admitted on to the *Client's* premises. The instruction is a compensation event if the measures are additional to those required by the Scope.

#### **S 504.17 Passes**

- S 504.17.1 All Staff are required to carry a *Client's* pass whilst working in any of the *Client's* premises.
- S 504.17.2 The *Consultant* submits to the *Client* a list of the names of individuals for whom passes are required. The *Client* issues the passes to the *Consultant*. Each pass is returned to the *Client* by the *Consultant* when the individual no longer requires access to the *Client's* premises or after the *Client* has given notice that the individual is not to be admitted to any of the *Client's* premises.

#### **S 504.18 Recorded images**

- S 504.18.1 The *Consultant* does not take recorded images, for example, photographs or videos, of the *Client's* premises or any part of them unless it has obtained the approval of the *Client*.
- S 504.18.2 The *Consultant* takes the measures needed to prevent Staff taking, publishing or otherwise circulating such recorded images.

### **S 506 People Strategy**

#### **S 506.1 Equality, Diversion and Inclusion**

- S 506.1.1 The *Consultant* assists the *Client* in achieving its equality, diversity and inclusion (EDI) ambition to build an inclusive culture that encourages, supports and celebrates diverse voices to improve the experience of the *Client's* employees, its supply chain (at any stage of remoteness from the *Client*) and its customers. The *Client's* intention 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 (at any stage of remoteness from the *Client*) and its employees.

The *Client* believes that to achieve its vision of being the world's leading road operator it needs to deliver an inclusive, accessible road network and services that meet the needs of the diverse customers and communities it serves.

This requires the *Client* to work collaboratively with its diverse supply chain (at any stage of remoteness from the *Client*) so that its working practices are inclusive, and the strategic road network is accessible and integrated for both its users and communities living alongside the network.

The *Client* therefore requires the *Consultant* to demonstrate how it develops an iterative approach in supporting the *Client* and in meeting its equality, diversity and inclusion ambitions throughout the *service*.

The *Client* also believes that to achieve outstanding performance it needs to 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.

The *Client* expects its supply chain (at any stage of remoteness from the *Client*) to share and promote the same values in terms of equality, diversity

and inclusion as well as actively support its wider vision.

## **S 506.2 Inclusion Action Plan (IAP)**

S 506.2.1 The IAP (see **Annex 05** for IAP template and additional guidance) covers the key areas of EDI.

The IAP focuses attention throughout the *service* on

- gathering diversity and inclusion intelligence,
- analysing this intelligence to identify opportunities to improve and
- developing, delivering and evaluating an action plan considering the above.

This enables the *Client* and its supply chain (at any stage of remoteness from the *Client*) to identify and deliver opportunities, creating tangible benefits which make visible difference in the priority performance areas

- to create an inclusive working culture, practice and environment that leverages the performance advantage that diversity can bring,
- to understand the diverse needs of its customers/ communities and ensuring appropriate action is taken to be ‘a good neighbour’ throughout the life of the *Client*’s contracts and
- by holding itself and the supply chain (at any stage of remoteness from the *Client*) to account in delivering the above.

The *Consultant* ensures that the IAP is accompanied by relevant contextual information and relates specifically to the contract. The *Consultant* can append key relevant policy documents such as its equality and diversity policy (or equivalent) to the IAP. The IAP relates specifically to the *Consultant*’s business (or each of the Consortium Members, if applicable).

S 506.2.2 The IAP names an individual from the *Consultant* to act as the EDI lead to

- be responsible for ensuring the implementation and ongoing development of the IAP,
- 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.

S 506.2.3 The *Consultant* prepares an IAP in accordance with the template provided in **Annex 05** and submits it to the *Client* for acceptance by the end of the mobilisation period to demonstrate how it develops an iterative approach to supporting the *Client* in meeting its EDI objectives throughout the *service*.

S 506.2.4 All relevant information for the submission is to be included and the total IAP does not exceed 20 pages except for any appendices. Any appendices only include relevant policies as any other information will not be considered.

The IAP includes

- current EDI position/ baseline - what does the *Consultant's* baseline data say about where it is (this provides some guidance as to the additional actions to be taken or actions to be dis/continued),
- action/ task – what the *Consultant* does to meet the requirements,
- when does this happen – when does the *Consultant* take the action specified above,
- responsible officer – who within the *Consultant's* organisation is responsible for this action,
- resource - the *Consultant* considers the resources needed to act over and above the responsible officer and
- measure of success (outcome/ key performance indicators (KPIs)) – what does success look like? How does the *Consultant* know it has made a tangible difference? What difference has this activity made?

S 506.2.5 A reason for the *Client* not accepting the IAP is that

- it does not demonstrate how the requirements are passed down to any subcontractor (at any stage of remoteness from the *Client*),
- it does not demonstrate how the *Consultant*
  - ensures the working culture, practice and environment is inclusive,
  - considers and understands the diverse needs of customers and neighbouring communities,
  - holds itself and any subcontractor (at any stage of remoteness from the *Client*) to account in delivering the plan,
  - 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 S 507 Discrimination, Bullying & Harassment and Modern Slavery of the Scope.

S 506.2.6 Every six months, the *Consultant* prepares a progress report against the IAP and provides a copy to the *Client* within 14 days of the end of each six-monthly period. The *Client's* EDI team reviews and scores the IAP in line with the “Collaborative Performance Framework” (CPF) (see link in **Annex 02**) metrics.

### **S 506.3 Employment and Skills**

S 506.3.1 The *Consultant* ensures that the skills, resources and capabilities are in place, in its own organisation and throughout its supply chain (at any stage of

remoteness from the *Client*), to deliver the *service* and performance required including

- quantifying and delivering on any new employment opportunities that is generated whilst Providing the Service and outlining how the *Consultant* and its supply chain (at any stage of remoteness from the *Client*)
  - attracts new people to apply, under-represented groups that have not historically seen the sector as a career option. For example, women, black, asian and other ethnic minority groups, the long term unemployed, those not in employment, education or training (NEETs) and people with disabilities and
  - recruits new people into the sector,
- identifying and delivering on opportunities to develop and deploy new skills that contributes to improved performance against the *Client*'s key performance indicators (KPIs) and imperatives This includes those new skill areas outlined in the "Transport Infrastructure Efficiency Strategy" (see link in **Annex 02**) and
- 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 a minimum, assisting the *Client* in delivering on its commitments in relation to the "Transport Infrastructure Skills Strategy: Building Sustainable Skills" (see link in **Annex 02**).

S 506.3.2 Within 4 weeks of the end of the mobilisation period, the *Consultant* prepares and submits the "Employment and Skills Plan" (ESP) in accordance with the template in section S 506.5 to the *Client* for acceptance.

S 506.3.3 A reason for the *Client* not accepting the ESP is that it does not

- demonstrate how the *Consultant* complies with the contract,
- demonstrate how the requirements are passed down the supply chain (at any stage of remoteness from the *Client*),
- clearly define outputs and how they are measured and
- meet or evidence how the *Consultant*
  - attracts, recruits and retains a greater diversity of new entrants to the sector,
  - holds itself and its supply chain (at any stage of remoteness from the *Client*) to account in delivering the ESP or
  - monitors and evidences year on year improvement.

S 506.3.4 The *Consultant* appoints an individual as employment and skills lead to

- be responsible for ensuring the implementation and 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 *service*.
- S 506.3.5 The *Consultant* submits to the *Client* for acceptance an annual report of the *Consultant's* workforce planning and development data using the template in section S 506.6 twelve months after submission of the ESP, and every 12 months after that until Completion.
- S 506.3.6 A reason for the *Client* not accepting the workforce planning annual report is that it does not demonstrate how the *Consultant*
- complies with the contract,
  - complies with any guidance issued by the *Client*,
  - supports the aims of the Transport Infrastructure Skills Strategy: Building Sustainable Skills or
  - successfully addresses any shortfall in Staff skills within the *Consultant* or its supply chain (at any stage of remoteness from the *Client*).
- S 506.3.7 The *Consultant* facilitates the *Client*, in undertaking continuous improvement reviews of all information regarding the *Consultant's* progress in delivering against the provisions of employment and skills requirements including
- ensuring that its supply chain (at any stage of remoteness from the *Client*) maintain and retain records relating to the ESP and their compliance with the contract and
  - granting or procuring the grant of access to any
    - premises used in the *Consultant's* Providing the Service whether the *Consultant's* own premises or otherwise and
    - equipment (including all computer hardware and software databases) used (whether exclusively or non-exclusively) in Providing the Service, wherever situated and whether the *Consultant's* own equipment or otherwise and
    - complying with the *Client's* requests for access to senior personnel engaged in Providing the Service.

#### **S 506.4 Skills and Apprenticeships**

- S 506.4.1 The *Client* is required to monitor and report to the Department for Transport (DfT) on apprenticeships created and in place in the delivery of their programme. To support this the *Consultant* delivers new apprenticeships on

the contract and submits to the *Client*, on a quarterly basis, the apprenticeship report as detailed in section S 506.7. The due dates for this reporting will be confirmed to the *Consultant* by the *Client* after the *starting date*.

## **S 506.5 Employment and Skills Plan (ESP)**

### **S 506.5.1 The ESP is comprised of four sections**

- section 1 - Workforce Planning and Development Data,
- section 2 - Methodology,
- section 3 - Statement of Outputs and
- section 4 - Implementation Action Plan.

### **S 506.5.2 Section 1 – Workforce Planning and Development Data**

This section includes analysis and reports on workforce planning and development data for the Scope. This analysis includes as a minimum

- an assessment of supply and demand of people capacity and capability needed to deliver the *service* including through its supply chain (at any stage of remoteness from the *Client*),
- 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.

### **S 506.5.3 Section 2 – Methodology**

This section describes

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

### **S 506.5.4 Section 3 – Statement of Outputs**

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

- improvement in its inclusive recruitment capability verified by a recognised inclusive recruitment specialist,
- the greater of either
  - one apprenticeship for every £3M by which the Price for Service Provided to Date is forecast to or changes (whichever is the greater) or
  - 2.5% of the total workforce forecast to be or actually engaged on the 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 will be delivered and
- in delivering on the apprenticeship targets, the *Consultant* assists the *Client* in its commitment to increasing the diversity of the sector's workforce and to contributing to achieving the Transport Infrastructure Skills Strategy: Building Sustainable Skills 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 scheduled in Table 1 and how these will be delivered.

TABLE 1: OUTPUT TYPE, PRIORITY & 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		New Staff recruited as an apprentice into the workforce and enrolled on an approved “apprenticeship standard” (see link in <b>Annex 02</b> ) relevant to the delivery of the <i>service</i> .
Existing apprenticeship		An existing member of Staff who is enrolled onto an approved apprenticeship standard in order to up skill the workforce.
<b>Job Creation</b>		
Job start		A new job start for an individual recruited as a result of the 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 <i>service</i> at no cost the individual. This includes National Vocational Qualifications (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.
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S 506.5.5 The following outputs assist the *Consultant* in achieving the objective shared training initiatives such as “Shared Apprenticeship Schemes” (see link in **Annex 02**).

S 506.5.6 Section 4 – Implementation Action Plan (ImAP)

This section is an action plan detailing

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

S 506.5.7 The ImAP details

- how compliance is supported, managed and monitored throughout the *Consultant* and its supply chain (at any stage of remoteness from the *Client*) working on the contract,
- how the effectiveness of the ImAP is evaluated, lessons learned, captured and shared to improve employment and skills practice by the *Consultant* for the contract and for future contracts and
- how the *Consultant* intends to build capability to deliver inclusive recruitment.

S 506.5.8 In relation to improving inclusive recruitment capability the ImAP 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,
- identifies and removes existing and potential barriers, as outlined in “Recruiting for Success” (see link in **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 (at any stage of remoteness from the *Client*),

- 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 Service becomes increasingly reflective of the diverse communities served by the *service*,
- quantitatively and qualitatively monitors and reports on the effectiveness of its attraction, recruitment and promotion activity by protected characteristics,
- gains external verification from a recognised inclusive recruitment specialist of the inclusiveness of its recruitment practice,
- 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 the contract and
- collaborates with the *Client* and other suppliers to effectively share good practice, learn from experience and find new ways to attract and recruit a workforce that reflects the diverse communities to be served by the Road Period.

#### **S 506.6 Workforce Planning template and guidance**

- S 506.6.1 The workforce planning annual report consists of the following two sections
- progress in the previous 12 months and current position and
  - plan for the next 12 months.

- S 506.6.2 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 the 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 *service* including through its supply chain (at any stage of remoteness from the *Client*) and
  - a revised assessment of market intelligence on supply of labour within the market.

- S 506.6.3 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 *service*, with quarterly updates and identification of those gaps that are critical using the “occupational descriptors” (see link in **Annex 02**) and
- a narrative explaining the changes that have been proposed and how they will deliver the intended results.

## **S 506.7 Reporting template and guidance for apprenticeships**

- S 506.7.1 The *Consultant* ensures that the *Client* can identify all apprentices individually appointed under the requirements of the contract. The *Consultant* provides a rolling three-month monitoring report to the *Client* 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 the 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 – 7) in accordance with Table 2 below as set out in the UK Government’s “A guide to apprenticeships” publication of March 2019” (see link in **Annex 02**) (and as amended),
  - apprenticeship framework or standard,
  - occupation of apprenticeship (reported against the “Standard Occupation Classification (SOC) 2020 codes” (see link in **Annex 02**)),
  - category of apprenticeship,
  - planned apprenticeship finish date,
  - whether the apprentice is still engaged on Providing the Service and
  - national insurance number.

- S 506.7.2 The *Consultant* submits its return using the “Apprenticeship data collection form” (see link in **Annex 02**).

## **S 507 Discrimination, Bullying & Harassment and Modern Slavery**

- S 507.1 The *Consultant* does not discriminate directly or indirectly or by any way of

victimisation or harassment against any person contrary to the Discrimination Acts.

S 507.2 In Providing the Service, the *Consultant* co-operates with and assists the *Client* to satisfy its duty under the Discrimination Acts to

- eliminate unlawful discrimination, harassment and victimisation,
- advance equality of opportunity between different groups and
- foster good relations different groups.

S 507.3 The *Consultant* ensures that its employees, or subcontractor employees (at any stage of remoteness from the *Client*) comply with the *Client's* requirements. Where a *Consultant* is required to carry out any activity on the *Client's* premise or alongside the *Client's* employees on any other premise complies with the requirements of

- the Discrimination Acts and
- the *Client's* "Respect at Work" policy (see link in **Annex 02**).

If the *Client* considers that the presence or conduct of any Staff or subcontractors (at any stage of remoteness from the *Client*) at any location relevant to the delivery of the *service* is undesirable or in breach of the *Client's* policies, the *Client* instructs the *Consultant* to implement corrective action.

S 507.4 The *Consultant* notifies the *Client* as soon as it becomes aware of any investigation or proceedings brought against the *Consultant* under the Discrimination Acts in connection with the contract and

- provides any information requested by the investigating body, court or tribunal in the timescale allotted,
- attends (and permits a representative from the *Client* to attend) any associated meetings,
- promptly allows access to any relevant documents and information and
- co-operates fully and promptly with the investigatory body, court or tribunal.

S 507.5 The *Consultant* complies with all applicable human rights and employment laws in the jurisdictions in which they work and have robust means of ensuring that the subcontractors (at any stage of remoteness from the *Client*) also comply.

- S 507.6 The *Consultant* complies with the *Client's* "Anti-slavery (human trafficking) policy" (see link in **Annex 02**). The *Consultant* carries out an annual audit to monitor its compliance with the "Modern Slavery Act 2015" (see link in **Annex 02**) which covers all its obligations under all its existing *Client* contracts. The *Consultant* prepares and delivers to the *Client* no later than 1<sup>st</sup> August each year an annual
- slavery and human trafficking report,
  - transparency statement and
  - a risk register with mitigating actions
- which complies with the "Modern Slavery Act 2015" and sets out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.
- S 507.7 The *Consultant* notifies the *Client* as soon as it becomes aware of any actual or suspected slavery or human trafficking in any of its supply chains or any part of its business.
- S 507.8 The *Consultant* does not purchase any raw materials, resources or products that has been sourced from producers or manufacturers using forced labour and child labour in its operations or practice. The *Consultant* ensures that any subcontract (at any stage of remoteness from the *Client*) contains provisions to the same effect as this section S 507. The *Consultant* implements due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under the contract.
- S 507.9 The *Consultant* ensures that any subcontractors (at any stage of remoteness from the *Client*) have not been convicted of slavery or human trafficking offences anywhere in the world.
- S 507.10 The *Consultant* reports the discovery or suspicion of any slavery or trafficking by it or its subcontractors (at any stage of remoteness from the *Client*) to the *Client* and the "Modern Slavery Helpline" (see details in **Annex 02**).
- S 507.11 The *Consultant* ensures that any subcontract (at any stage of remoteness from the *Client*) relevant to the delivery of the *service*, contains provisions to the same effect as this section S 507. The *Consultant* may propose to the *Client* for agreement, that a specific subcontract (at any stage of remoteness from the *Client*) relevant to the delivery of the *service*, does not comply with the requirements of this section S 507. The *Consultant* provides a detailed reason for not including some or all of the requirements of this section S 507 in the specific contract. The *Consultant* provides further details when requested by the *Client* to assist their consideration. If accepted by the *Client*, the *Consultant* is relieved from including some or all of the requirements of this section S 507 in the specific contract.

- S 507.12 A failure to comply with this section is treated as a substantial failure by the *Consultant* to comply with the contract.

#### **S 508 Conflict of Interest**

- S 508.1 The *Consultant* does not take an action which would cause a conflict of interest to arise in connection to the contract. The *Consultant* immediately notifies the *Client* if there is any uncertainty about whether a conflict of interest may exist or arise.
- S 508.2 The *Consultant* ensures its employees and subcontractors (at any stage of remoteness from the *Client*) and procures that any subcontractor (at any stage of remoteness from the *Client*), do not take any action which would cause an actual or potential conflict of interest to arise in connection with Providing the Service.
- S 508.3 The *Consultant* ensures that any employee and procures that any subcontractor (at any stage of remoteness from the *Client*) who are Providing the Service, complete a "Declaration of interests form" (see link in **Annex 02**) prior to starting work on the contract.
- S 508.4 The *Consultant* procures any subcontractor (at any stage of remoteness from the *Client*) immediately notifies the *Consultant* and the *Client* if there is any uncertainty about whether a conflict of interest may exist or arise.
- S 508.5 If the *Consultant* or subcontractor (at any stage of remoteness from the *Client*) notifies the *Client*, of any actual or potential conflict of interest, the *Client* may
- require the *Consultant* to stop Providing the Service until any conflict of interest is resolved and
  - require the *Consultant* to submit to the *Client* for acceptance a proposal to remedy the actual or potential conflict of interest.

A reason for not accepting the proposal is that it does not resolve the conflict of interest. The *Consultant* amends the proposal in response to any comments and resubmits it for acceptance by the *Client*. The *Consultant* complies with the proposal once it has been accepted.

#### **S 509 Fair Payment Charter, *Client's* Supplier Counter Fraud, Bribery and Corruption Code of Conduct**

- S 509.1 The *Consultant* complies (and ensures that any person employed by it or acting on its behalf complies) with the *Client's*
- "Fair Payment Charter" and,
  - "Supplier Counter Fraud, Bribery and Corruption Code of Conduct"
- (see links in **Annex 02**) throughout the service and for a period not less than 6 years after Completion.

- S 509.2 A failure to comply with this section is treated as a substantial failure by the *Consultant* to comply with the contract.

## **S 511 Communication**

### **S 511.1 General Requirements**

- S 511.1.1 The *Consultant* does not release any information into the public domain in relation to the *service* without prior approval from the *Client*.
- S 511.1.2 The *Consultant* does not, unless agreed otherwise with the *Client*
- make any comment to the press regarding the *service*, give interviews, allow interviews to be given, or take part in any television, radio or web-based programmes relating to the *service*,
  - allow any subcontractors (at any stage of remoteness from the *Client*) to make any comment to the press regarding the *service*, give interviews, allow interviews to be given, or take part in programmes relating to the *service*,
  - issue press, news releases or other text, artists' impressions, filmed images, drawings, plans, CAD data, photographs or similar relating to the *service*,
  - publish any public communications, including internet and digital communications, relating to the *service*,
  - use site hoardings or notices, or allow them to be used, for the purposes of advertising or
  - use images or text relating to the *service* for advertising or publicity purposes.
- S 511.1.3 The *Consultant* immediately notifies the *Client* of any media, social media or customer enquiries that it receives in relation to the *service* and does not respond directly without prior approval from the *Client*.
- S 511.1.4 The *Consultant* complies with the *Client's*
- "Communication Strategy"
  - "Social Media Policy" and
  - visual identity specifications, "Our visual identity" and "Normal not formal". a guide to our corporate narrative, tone of voice and writing style"
- when Providing the Service (see links in **Annex 02**).
- S 511.1.5 Any communications material developed by the *Consultant* is to be approved by the *Client* prior to its distribution/publication.

## S 512 Data Protection

- S 512.1 The *Consultant* complies with the data protection requirements in the data protection **Annex 08**.
- S 512.2 The *Consultant* processes the Data in accordance with the Data Protection Legislation and only to the extent necessary for the purpose of Providing the Service.
- S 512.3 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.
- S 512.4 The *Consultant* obtains and maintains, until the end of the Service Period 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 Service.
- S 512.5 The *Consultant* only processes Data to the extent that it relates to
- the types of Data,
  - the categories of Data Subject and
  - the nature and purpose
- as set out in schedule A (in **Annex 06**) and only for the duration specified in schedule A.
- S 512.6 Without prejudice to paragraph S 512.2 the *Consultant* processes the Data only in accordance with the instructions of the *Client* unless the *Consultant* is required to process Data for other reasons under the laws of the United Kingdom or 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 *Client* before carrying out the processing, unless prohibited by relevant law.
- S 512.7 The *Consultant* immediately informs the *Client* if it believes that an instruction infringes the Data Protection Legislation or any other applicable law.
- S 512.8 The *Consultant*
- implements and maintains Protective Measures which take into account the nature, scope, context and purpose of processing the Data and
  - implements 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.

The *Consultant* ensures that its processing is in accordance with the Data

Protection Legislation and protects the rights of Data Subjects.

- S 512.9 The *Consultant* submits details of its Protective Measures to the *Client* for acceptance. A reason for not accepting them is that they are not appropriate to protect against a Security Incident. Acceptance (or a failure to reject) by the *Client* does not amount to acceptance by the *Client* of the adequacy of the Protective Measures.
- S 512.10 The *Consultant* ensures that all persons authorised to process Data are bound by obligations equivalent to those set out in this Scope section and the Confidentiality Scope section and are aware of the *Consultant's* obligations under the contract and the Data Protection Legislation.
- S 512.11 The *Consultant* ensures that access to the Data is limited to those persons who need access in order for the *Consultant* to Provide the Service and (in each case) to such parts of the Data as are strictly necessary for the performance of that person's duties.
- S 512.12 Where the *Consultant* obtains or collects Personal Data on behalf of the *Client*, the *Consultant*
- provides to Data Subjects, a data protection notice in a form accepted by the *Client* informing the Data Subject of the identity of the *Client*, the identity of any data protection representative it may have appointed, the purpose or purposes for which their Personal Data is to 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 comply with the Data Protection Legislation; and
  - where applicable, obtains all necessary consents for the processing of Data.
- S 512.13 On request, the *Consultant*, takes all necessary actions and provides the *Client* with all reasonable assistance necessary for the *Client* to comply with a Data Subject Access Request.
- S 512.14 The *Consultant* immediately notifies the *Client* if it receives
- a Data Subject Access Request (or purported Data Subject Access Request),
  - a complaint or request relating to the *Client's* obligations under the Data Protection Legislation or
  - a request from any Supervisory Authority for assistance or information, unless provided by relevant law.

- S 512.15 The *Consultant* assists and co-operates with the *Client* in relation to any complaint or Data Subject Access Request received pursuant to paragraph S 512.14, including the *Consultant* to
- provide full details of the complaint or Data Subject Access Request,
  - comply with the Data Subject Access Request within the time limits set out in the Data Protection Legislation and in accordance with the instructions of the *Client* and
  - promptly provide the *Client* with any Personal Data and any other information requested to enable the *Client* to respond within the time limits to the Data Subject Access Request.
- S 512.16 The *Consultant* does not process the Data outside the EEA (other than in the United Kingdom) without the agreement of the *Client*. Where the *Client* agrees, the *Consultant*
- provides evidence (acceptable to the *Client*) of appropriate safeguards as required by the Data Protection Legislation and
  - complies with the *Client*'s Offshoring policy and
  - complies with the instructions of the *Client*.
- S 512.17 The *Consultant* complies with the requirements of the *Client* and the *Client* 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, the United Kingdom or a member state of the EEA to which the *Consultant* is subject that requires Data to be retained.
- S 512.18 The *Consultant* notifies the *Client* as soon as it becomes 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.
- S 512.19 In the event of a Security Incident, the *Consultant* provides the *Client* with full co-operation and assistance in dealing with the Security Incident, in particular, notifying individuals affected by the Security Incident or a Supervisory Authority as required by the Data Protection Legislation and in accordance with the instructions of the *Client*.
- S 512.20 On request the *Consultant* provides to the *Client* all necessary information to demonstrate the *Consultant*'s compliance with this section.

- S 512.21 The *Consultant* promptly provides all assistance and information requested by any Supervisory Authority or required by the *Client* in order for the *Client* 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 of Supervisory Authorities.
- S 512.22 The *Consultant* maintains electronic records of all processing activities carried out on behalf of the *Client*, including
- the information described in paragraph S 512.5,
  - The different types of processing of Data 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 paragraph S 512.9.
- The *Consultant* makes these records available to the *Client* promptly on request.
- S 512.23 Before allowing any Sub-Processor to process any Personal Data related to the contract, the *Consultant*
- notifies the *Client* in writing of the intended Sub-Processor and processing,
  - obtains the agreement of the *Client*,
  - enters into a written agreement with the Sub-Processor which gives effect to the terms set out in the contract such that they apply to the Sub-Processor and
  - provides the *Client* with such information regarding the Sub-Processor as the *Client* may reasonably require.
- S 512.24 The *Client* may, at any time revise this section S 512 and **Annex 08** by replacing it with any applicable controller to processor standard provisions or similar terms forming part of an applicable certification scheme.
- S 512.25 The Parties agree to take account of any guidance issued by the “Information Commissioner’s Office”.
- S 512.26 Each Party designates its own Data Protection Officer if required by the Data

Protection Legislation.

S 512.27

S 512.28 A failure to comply with this section S 512 is treated as a substantial failure by the *Consultant* to comply with its obligations.

### **S 513 Offshoring of data**

S 513.1 In this section Risk Assessment is a full risk assessment and security review carried out by the *Consultant* and submitted to the *Client* in accordance with the “HMG Security Policy Framework (SPF)” and the “National Highways Information Security Policy” (see links in **Annex 02**).

S 513.2 The *Consultant* does not engage in any Offshoring activity inclusive but not limited to storing data, providing services or solutions that is classified in the OFFICIAL tier or higher in accordance with the “HMG Government Security Classifications” (see link in **Annex 02**).

The *Consultant* does not

- keep any data offshore
- allow in any way for data to be accessed from an offshore location
- host the *Client*’s project systems, services or information outside the UK
- allow staff based outside the UK to have access to the *Client*’s systems, services or information
- develop system applications outside the UK, or
- send diagnostic data to an organisation outside the UK as a result of break / fix activity

until the *Client* has confirmed to the *Consultant* that

- the *Client* has gained approval for such action in accordance with the “National Highways Information Security Policy” (see link in **Annex 02**) or
- such approval is not required.

S 513.3 The *Consultant* ensures that no offshore premises are used in Providing the Service until

- such premises have passed a Risk Assessment acceptable to the *Client* or
- the *Client* confirms to the *Consultant* that no Risk Assessment is required.

S 513.4 The *Consultant* complies with an instruction from the *Client* to provide any information required to allow the *Client* to

- gain approval for storing data or allowing access to data from an offshore location in accordance with S 513.2 or
- conduct a Risk Assessment for any premises in accordance with S

513.3.

S 513.5 The *Consultant* ensures that any subcontract (at any stage of remoteness from the *Client*) contains provisions to the same effect as this clause.

S 513.6 A failure to comply with this section is treated as a substantial failure by the *Consultant* to comply with its obligations.

**S 514 Information Systems and Security**

**S 514.1 General Requirement**

S 514.1.1 This section sets out the requirements in respect of Information Systems, including systems that

- are developed, procured, provided and made available to the *Client* by the *Consultant* for the purposes of performing the information requirements under the contract,
- are developed, procured and provided by the *Consultant* relating to its own corporate business and operations of performing the information requirements under the contract,
- are provided or made available by the *Client* for use by the *Consultant* for the purposes of performing the information requirements under the contract and
- are likely to be provided or made available by the *Client* for use by the *Consultant* for the purposes of performing the information requirements under the contract.

S 514.1.2 To the extent that the *Consultant* is required to create or maintain any information under the contract in electronic format, the *Consultant* ensures that, at all times

- such a format is agreed with the *Client*,
- such information is maintained to allow fast and efficient electronic transfer of information to the *Client* or Others
  - without additional costs to the *Client* or Others
  - the need for complex, expensive procedures or processes, and
  - in any event in such format as complies with the *Client'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 *Client* and
- it implements and complies with (and ensures that its sub consultants implement and comply with) all procedures for information back-up and off-site storage referred to in this paragraph.

S 514.1.3 The *Consultant* maintains all its Information Systems so as to enable its segregation from any other computer or electronic storage devices, systems, materials or information of the *Consultant* and transfer to the *Client* or an Incoming Consultant, efficiently and without additional expense or delay immediately on termination or expiry of the contract.

S 514.1.4 The *Consultant* complies with the information management system (IMS), a platform outlining additional information for the processes of data and information requirements, which is available at <https://highwaysengland.co.uk/ims>

## **S 514.2 Consultant Information Systems**

S 514.2.1 The *Consultant* at the *starting date*

- has in place and provides or makes available to the *Client*, appropriate Information Systems (and relevant hardware required to use such Information Systems) of the type set out in section S 514.9 and S 514.10, to comply with the *Client* information requirements and the 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 Her Majesty's Government "HMG Security Policy Framework (SPF)" (see link in **Annex 02**) in respect of those Information Systems.

## **S 514.3 Client Information Systems & Training**

S 514.3.1 Unless otherwise agreed with the *Client*, the *Consultant* uses and interfaces with the *Client's* current systems (Table 2, in 1.10 below) and new systems (Table 3) when available.

S 514.3.2 The *Client* provides relevant training for all relevant systems provided by the *Client* that are listed in this section ("Information Systems and Security" Scope section S 514).

S 514.3.3 The *Consultant* proposes a list of appropriate Staff to be trained for each requirement for acceptance by the *Client*. The *Consultant* liaises with the *Client* to programme the training to optimise efficiencies.

A reason for not accepting the commissioning report is that it

- does not comply with the Scope,
- does not enable the *Consultant* to Provide the Service,
- does not enable the *Consultant* to comply with its contract with the *Client* or

- does not comply with best industry practice.

The *Consultant* amends the list of personnel to be trained in response to any comments from the *Client* and resubmits it for acceptance by the *Client*. The *Consultant* complies with the list of personnel to be trained once it has been accepted.

#### **S 514.4 Access Requirements to Information Systems provided by the *Client***

##### **S 514.4.1 Gateway access requirements**

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

- the *Consultant* is required to access the *Client*'s business IT network and the *Client* Information Systems and
- the *Client* may access one or more of the *Consultant*'s Information Systems and documents.

S 514.4.2 Unless otherwise agreed with the *Client*, the *Consultant* connects to the Gateway, using a virtual private network specified by the *Client*.

##### **S 514.4.3 The *Consultant***

- applies, via the *Client*, to the *Client* for authorisation to connect to the Gateway and connects to the Gateway in a manner to be specified by the *Client*,
- 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 Staff that it expects to use the Gateway,
- arranges suitable support and business continuity for connection to the Gateway,
- facilitates the installation and maintenance of the Gateway by the *Client* or Others,
- 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 *Client* and
- does not alter any documents provided by the *Client* through the Gateway (which are the exclusive property of the *Client*) without the prior agreement of the *Client*.

S 514.4.4 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 requires the *Consultant* to comply with (and the *Consultant* complies with)
  - applicable user access requirements,
  - “HMG Security Policy Framework SPF” (see link in **Annex 02**) and
  - other confidentiality, technical and security requirements set out in the contract.

S 514.4.5 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 HMG SPF. The location remains fixed for the duration of the contract unless the *Consultant* requests and the *Client* approves a new location.

S 514.4.6 Other access requirements

- *Client* Information Systems not covered by paragraph 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 *Client* Information Systems accessed through the Gateway.
- The *Consultant* may request authorisation and other details regarding internet access to such *Client* Information Systems from the *Client*. The *Consultant* provides further information to the *Client* required for the *Client's* consideration of such a request including Staff names, locations, computer equipment to be used.
- The *Consultant* ensures that any device which is used to access or process *Client* data meets all of the security requirements set out in the National Cyber Security Centre (NCSC) “End User Devices Platform Security Guidance”.

**S 514.5 Access Requirements to Information Systems provided by the Consultant**

S 514.5.1 The *Consultant* provides the *Client* remote access to the *Consultant's* Information Systems and related documents

- through the Gateway, or
- through another interface agreed by the *Client*.

**S 514.6 Consultant Security and User Access**

- S 514.6.1 The *Consultant* ensures that all persons who use *Client* Information Systems for or on behalf of the *Consultant* comply with the *Client's* security requirements.
- S 514.6.2 The *Consultant* is responsible for determining any formal application and security clearance requirements to enable the *Client* to access any Information Systems provided by the *Consultant*. The *Consultant* informs the *Client* of those requirements, including timescales, no later than four weeks after the *starting date*.
- S 514.6.3 The *Consultant* immediately notifies the *Client's* IT Security Team and the help desk when Staff with access to the *Client's* IT network, are no longer Providing the Service.
- S 514.6.4 The *Client* suspends any accounts if they are not used for a continuous period of six months or for Staff who are no longer Providing the Service.
- S 514.6.5 The *Client* deletes any accounts if they are not used for a continuous period of thirteen months or for Staff who are no longer Providing the Service.
- S 514.6.6 The *Client* immediately suspends any accounts supplied to persons who use *Client* 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”)
  - used from a device which is not issued by the *Consultant*
  - used from a physical location not agreed by the *Client*.
- The *Consultant* provides for acceptance by the *Client*
- a formal explanation for the account’s misuse
  - proposed actions to ensure that such issues do not re-occur
- Accounts suspended are not to be re-opened until the *Client* has accepted the explanation and proposed actions.
- In all these cases the *Client* is not liable for any financial penalty or other expense incurred as a result of the *Consultant* failing to meet its commitments.

## **S 514.7 Software and Licences**

- S 514.7.1 The *Consultant* grants, or procures the grant of, licences required to allow the *Client* to use the Information Systems developed, procured or otherwise provided by the *Consultant* to the *Client*.
- S 514.7.2 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 *Client* Information Systems.

- S 514.7.3 The *Consultant* applies to the *Client* for licences to allow the *Consultant* to use certain Information Systems provided or made available by the *Client*.

**S 514.8 Liaison and cooperation between *Client* and *Consultant***

- S 514.8.1 The *Client* is adopting an Information Technology Infrastructure Library best practice approach for Information Communication and Technology (ICT) services. The *Consultant* demonstrates a formal approach to its ICT service management through the development of an ICT strategy and make its ICT strategy available to the *Client*.

**S 514.9 Systems provided by the *Consultant* to meet *Client* and Contract Management Information Requirements**

S 514.9.1 Electronic Document and Records Management

The *Consultant* develops proposals, for acceptance by the *Client*, for developing an Information System that electronically manages both the electronic and physical records (including documents, records and e-mails) which are created and maintained on behalf of the *Client*. Documents and records are defined in the *Clients* record policy, a copy of which can be obtained from the *Client*.

- S 514.9.2 A reason for not accepting the proposal includes:

- not enabling the effective management and where applicable the disposal of records,
- preventing the *Client* to comply with its records management policy and other obligations inclusive of the Public Records Act 1985 (and amendments),
- prevention of efficient transfer of records to the *Client*.

- S 514.9.3 Once accepted, the *Consultant* implements and operates an Information system for the management of electronic and physical records.

**S 514.10 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 effective delivery of the contract**

<b>System</b>	<b>Comment</b>
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>Client'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 requirement used by the <i>Client</i> .
Collaboration System	The <i>Consultant</i> fully utilises tools and software that enhance collaboration by all community partners.
Change Control System	This Information System will manage changes to processes and systems
Human Resource Management System (HRMS)	The <i>Consultant</i> uses a HRMS to manage issues such as recruitment, skill sets, employee history and payroll
Financial Management System (FMS)	The <i>Consultant</i> uses a FMS to produce timely in-year and year-end management and accounting information
Project Management System	System to assist in the planning and organisation of activities in order to meet the <i>Consultant's</i> objectives
	or any revised systems notified by the <i>Client</i>

**S 514.11 Current Systems provided by the *Client* to meet the contract**

**management information requirements**

**S 514.12 New Systems to be used by the *Consultant* when made available**

<b>Table 3 New Systems</b>	
<b>New Information System</b>	<b>Description</b>
Financial System	The <i>Client's</i> new finance and accounting Information System which supports major business transaction processing requirements.
Performance Management Information System	The <i>Client</i> may introduce a Performance Management Information System (PMIS) or other system for recording and reporting against the relevant requirements. When/ if provided, the <i>Consultant</i> provides performance data directly into the PMIS.
Finance and Works Management System (PB Confirm)	The <i>Client</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>Client</i> as required to evidence the <i>service</i> provided and costs incurred to Provide the Service.

**S 514.13 Security Plan**

S 514.13.1 The *Consultant* prepares a robust information security plan complying with the *Client's* information security requirements and submits it to the *Client* 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 Legislations,
- 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 *Client's* staff vetting procedures

- S 514.13.2 The *Consultant* provides training for its employees and subcontractors in accordance with the security plan.
- S 514.13.3 The *Consultant* does not use any confidential or proprietary information provided to or acquired by it for any purpose other than to Provide the Service. The *Consultant* implements measures to prevent the disclosure of such information by its employees or subcontractors.
- S 514.13.4 The *Client's* security policy is set out in the "Information management system" (see link in **Annex 02**).
- S 514.13.5 On Completion, termination or if requested by the *Client*, the *Consultant* gives to the *Client* all Personal Data held by them in a format specified by the *Client* (or any subcontractor at any stage of remoteness from the *Client* and Sub-Processor) and destroys, and procures any subcontractor (at any stage of remoteness from the *Client*) and any Sub-Processor destroys, any electronic and paper copies of such data in a secure manner.
- S 514.13.6 Where the *Consultant* obtains or collects Personal Data on behalf of the *Client*, the *Consultant*
- provides to Data Subjects a data protection notice in a form accepted by the *Client* informing the Data Subject of the identity of the *Client*, the identity of any data protection nominated lead it may have appointed, the purpose or purposes for which their Personal Data is to 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.
- S 514.13.7 A failure to comply with this section is treated as a substantial failure by the *Consultant* to comply with its obligations.

#### **S 514.14 Data Collection System**

- S 514.14.1 The *Consultant* captures all costs within a data collection system identified by the *Client* in work breakdown structure (WBS) form as a minimum for use on the contract in respect of applications for payment.
- S 514.14.2 If the *Client'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 *Client's* requirements.

## **S 514.15 Data Handling Requirements**

S 514.15.1 The *Consultant* complies with the *Client's* data handling policy (see link in **Annex 02**) and section S 512, Data Protection, when working on the *Client's* systems or handling the *Client's* data.

Prior to processing personal data on behalf of the *Client*, the *Consultant* submits a security plan to the *Client* for acceptance that complies with the requirements of ISO/IEC27001 and ISO/IEC27002.

S 514.15.2 A system on which the *Consultant* holds any *Client's* data, including back-up data, is a secure system that complies with the security policy.

## **S 514.16 Breach of Security**

S 514.16.1 "Breach of security" is the occurrence of:

- any unauthorised access to or use of the Information Systems, the *Client* Premises, the Sites, the Service Provider System, the *Client* 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 *Client* Data) used by the *Client* and/or the *Consultant* in connection with the contract; and/or
- the loss (physical or otherwise), corruption and/or unauthorised disclosure of any information or data (including the confidential information and the *Client* Data), including any copies of such information or data, used by the *Client* and/or the *Consultant* in connection with the contract.

S 514.16.2 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 *Client* on request, and in any case on a quarterly basis. All Security Incidents defined as a Major Incident is to be reported to the *Client* as soon as practicable (in any case within twenty four (24) hours of the *Consultant* becoming aware of the Incident).

S 514.16.3 The Security Incident management process (see **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 *Client* which will be completed within such timescales as the *Client* 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 future attempt of 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 deliver 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 *Client*, acting reasonably, may specify by written notice to the Service Provider; 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 *Client* full details of the breach of security or attempted breach of security, including a root cause analysis where required by the *Client*.
- S 514.16.4 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/or the 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 *Client*.

## S 516 Energy efficiency directive

- S 516.1 The *Consultant* supports the achievement of the
- *Client's* carbon management ambition in its “Net zero carbon management plan”,
- Client's* compliance with the Procurement Policy Note 7/14 entitled “Implementing Article 6 of the Energy Efficiency Directive” (“PPN 7/14”) and any related supplementary Procurement Policy Note when Providing the Service (see links in **Annex 02**).
- S 516.2 In complying with the requirements of Procurement Policy Note 7/14, the *Consultant*
- in purchasing any new products for use partly or wholly in Providing the Service, by either the *Consultant* or a subcontractor (at any stage of remoteness to the *Client*), complies with the standard for products in the directive “2012/27/EU” (see link in **Annex 02**) and

- provides evidence to the *Client* to demonstrate how any new products for use partly or wholly in Providing the Service, purchased by either the *Consultant* or a subcontractor (at any stage of remoteness to the *Client*), complies with the requirements of PPN 7/14.

#### Air quality

- S 516.3 In Providing the Service, the *Consultant* supports the *Client's* "Delivery Plan" aim (see link in **Annex 02**) to improve air quality in the United Kingdom and to deliver nitrogen dioxide compliance at the roadside.

### S 517 Environmental and sustainability requirements

#### S 517.1 Environmental and sustainability requirements

- S 517.1.1 In Providing the Service, the *Consultant* supports the improvement of environmental and sustainable outcomes to protect, manage and enhance the quality of the surrounding environment, with a focus on people and the built, natural and historic environment, and carbon.
- S 517.1.2 The *Consultant* complies with
- environmental legislation
  - the relevant national policy
  - the relevant planning policy, such as the "National Planning Policy Framework (NPPF)"
  - the "Highways England: Licence, April 2015",
  - the *Client's* "Environmental Strategy",
  - the *Client's* "Sustainable Development Strategy", and
  - the *Client's* "Net Zero Highways: Our 2030 / 2040 / 2050 plan"
- when Providing the Service (see links in **Annex 02**).
- S 517.1.3 In Providing the Service, the *Consultant* supports the *Client's* Key Performance Indicators (KPI) and Performance Indicators (PI) as described in the *Client's* "Operational Metrics Manual" (OMM) (see link in **Annex 02**).
- S 517.1.6 The *Consultant* delivers the *Client's* responsibilities and opportunities within the "Government Buying Standards" (see link in **Annex 02**) when Providing the Service.
- S 517.1.7 The *Consultant* demonstrates efficiency in resource use and maximisation of re-use and recycling of materials to support the circular economy ambition stated in the *Client's* "sustainable development strategy" (see link in **Annex**

**02)** and ensures that any subcontractors (at any stage of remoteness to the *Client*) demonstrate efficiency to the same effect.

**S 517. 2 Not Used**

**S 518 Behavioural attributes**

S 518.1 In Providing the Service the *Consultant* performs in accordance with the *Client's* behavioural attributes, to ensure that these behavioural attributes are embedded and implemented by Staff.

S 518.2 There are a number of key drivers and benefits which the *Client* seeks to attain through working with the *Consultant* to build an environment which allows these behavioural attributes to manifest:

- 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 *Client* 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.

**S 519 Not Used**

**S 519 Not Used**

**S 526 Consideration of Others**

S 526.1 The customer is any person or organisation that uses or is affected by the service or by the *Consultant* Providing the Service, including

- road users,

- communities and community groups,
- tenants, persons and organisations that lease from the *Client* and
- the public who use the *service*.

S 526.2 The *Client's* overarching “Customer Service Strategy” (see link in **Annex 02**) sets out the approach to improving works and services provided to its customers. The *Consultant* and subcontractors (at any stage of remoteness from the *Client*) adheres to the “Customer Service Strategy” and all current and future customer service standards published by the *Client* when Providing the Service.

#### Customer Maturity Assessment and Customer Centric Action Plan

S 526.3 The *Consultant* (or where there is a joint venture, each Consortium Member) undertakes customer maturity assessments with the *Client's* Supplier Performance Improvement Team every two years unless instructed otherwise by the *Client*. The “Customer Maturity Assessment Template”, and the “Supply Chain Customer Maturity and Customer Centric Action Plan Implementation Toolkit” are in **Annex 02**.

S 526.4 The *Consultant* (or where there is a joint venture, each Consortium Member) produces a “Customer Centric Action Plan” (see link in **Annex 02**) using the outputs of the Customer Maturity Assessments which covers its overarching actions in relation to customers under all its *Client* contracts.

S 526.5 The “Customer Centric Action Plan” is reviewed with the *Client* every three months unless instructed otherwise by the *Client*. The *Consultant* updates the plan with the outputs of this review and submits to the *Client* for acceptance. A reason for not accepting the updated plan is that it does not achieve the outputs agreed at the reviews.

#### S 529 Not Used

#### S 530 Design submission procedures and acceptance criteria

S 530.1 The *Consultant* provides a design and check certificate when it submits its design to the *Client* for acceptance. The design certificate is signed by an appropriately qualified and experienced engineer other than the engineer who prepared the design. If the accepted tender includes an alternative design, the *Consultant* submits to the *Client* the name of the person responsible for carrying out a check of the design. The person named has experience in the checking of designs similar to the one proposed for the contract.

**S 531 Not Used**

**S 532 Not Used**

**S 533 Not Used**

**S 534 Alternative Design**

- S 534.1 If the accepted tender includes an alternative design, the *Consultant* submits to the *Client* the name of the person responsible for carrying out a check of the design. The person named has experience in the checking of designs similar to the one proposed for the contract.
- S 534.2 The *Consultant* appoints the named person to carry out a check in accordance with the *Client's* procedures. The *Consultant* makes any amendments to the design arising from this check.
- S 534.3 Following the completion of the check and the issue of a check certificate by the named person, the *Consultant* reports to the *Client* any changes to the design and any proposed changes to the Scope.

**S 535 Quality management system**

- S 535.1 The *Consultant* complies with and operates management systems as follows
- a health and safety management system complying with the requirements in Annex 15 of the Scope,
  - a quality management system complying with ISO 9001, ISO 9004 and
  - a collaboration framework complying with ISO 44000 (that encompasses the behaviours, organisational culture and management processes that provide a common platform to support effective collaborative business relationships).
- S 535.2 Where a management system is certifiable against the standards above, the *Consultant* obtains certification from a relevant UKAS accredited body within 4 weeks of the Contract Date and submits to the *Client* a copy of each certificate and audit report within one week after it is obtained. The *Consultant* maintains this certification for the full duration of the contract.

**S 536 Quality Plan**

- S 536.1 The Quality Plan incorporates the Quality Submission and is sufficiently detailed to demonstrate how the *Consultant* achieves each of the Tender Commitments and meets the *Client's* objectives for the contract.
- S 536.2 The *Consultant* keeps a controlled copy of the Quality Plan available for inspection at all times by the *Client* and its representatives.

- S 536.3 The *Consultant's* Quality Plans are compliant with ISO10005 – “Guidelines for Quality Plans” and GG102 – “Quality Management Systems for Highways Works”.
- S 536.4 The *Consultant* keeps a controlled copy of the Quality Plan available for inspection at all times by the *Client*, the *Client* and their representatives.

**S 537 Not Used**

**S 541 Audits and Nonconformities**

- S 541.1 The *Consultant* carries out a programme of internal audits in accordance with the requirements of ISO 9001.
- S 541.2 The *Client* may carry out audits of the *Consultant's* quality management system from time to time.
- S 541.3 The *Consultant* allows access at any time within working hours to any place where it or any subcontractor (at any stage of remoteness from the *Consultant*), carries out any work that relates to the contract for the *Client* to carry out audits, to inspect work and materials and generally to investigate whether the *Consultant* is Providing the Service in accordance with the contract.
- S 541.4 The *Consultant* provides all facilities and assistance necessary to allow such audits and inspections to be carried out.
- S 541.5 Not used.
- S 541.6 Following identification of a Nonconformity the *Consultant* submits within three working days, a Nonconformity report covering
- the unique reference for the Nonconformity,
  - a brief description stating which requirement is not being fulfilled and in what way,
  - the effect both current and potential, and
  - the likely cause i.e. what aspect of the Quality Plan or compliance with the Quality Plan is not functioning properly.
- S 541.7 Following submission of a Nonconformity report the *Consultant* submits within 2 weeks to the *Client* for acceptance, a Corrective Action plan covering
- the unique reference of the Nonconformity,
  - description – this could be as per the Nonconformity report or expanded,
  - details of the Corrective Action proposed,
  - categorisation of the Nonconformity into high, medium or low risk,
  - for high and medium risk, an analysis of the root cause(s) of the Nonconformity commensurate with risk i.e. what is the evidence-

- based underlying truth about what is causing the Nonconformity to occur,
- what aspect of the Quality Plan needs to be addressed i.e. which of the *Consultant's* processes is not performing as required,
  - what the Corrective Action will address, for example - is it a process design that needs changing or is it an execution issue (i.e. that requires additional training, tools etc.),
  - for high and medium risk, a detailed action plan, commensurate with risk, with planned correction date and milestones – the plan should contain named individuals for the actions and for high risk the plan should nominate the relevant executive process owner from the *Consultant* to take overall accountability for the plan. A brief action plan is required for low risk,
  - method of reporting progress to the *Client*,
  - the method to be used to confirm successful correction of the Nonconformity. Any envisaged circumstance that will allow the *Client* to confirm the correction and
  - adjustments to be made to the Quality Management System in order to prevent recurrence of the Nonconformity.
- S 541.8 The *Consultant* keeps an up to date register of Nonconformities, covering
- the unique reference,
  - date of Identification,
  - identification method for example through performance management, by testing or by audit etc.,
  - date of Corrective Action plan,
  - date Nonconformity corrected (i.e. confirmed as such by the *Client*),
  - traffic light type notation,
    - o Red – indicates Nonconformity identified but no Corrective Action plan prepared – also where Corrective Action not complete by planned date,
    - o Amber – Corrective Action plan prepared and action in progress and within planned parameters,
    - o Green – Corrective Action complete and accepted by the *Client*.
- The *Consultant* enters the Nonconformity onto the register within three working days from its identification.
- S 541.9 The *Consultant* does not begin any Corrective Action(s) to address the nonconformity until the *Client* has accepted its proposals.
- S 541.10 Within one week of the *Consultant* submitting the proposed Corrective Action plan for acceptance, the *Client* either accepts the proposal or notifies the *Consultant* of its reason for not accepting it.
- A reason for not accepting the proposed action plan is that
- it does not adequately specify actions required to ensure that nonconformities do not recur,

- it does not comply with the contract,
- the time for completing the Corrective Action is unreasonable or
- it hinders the *Client*.

- S 541.11 If the *Client* does not accept the proposed action plan, the *Consultant* submits a revised proposal to the *Client* for acceptance within one week.
- S 541.12 The *Consultant* corrects Nonconformities and takes action to eliminate the causes of actual or potential nonconformities within a time which minimises the adverse effect on the *Client* and in any event before carrying out any operation the same or similar as that in respect of which the Nonconformity occurred.
- S 541.13 The *Consultant* notifies the *Client* when the proposed actions have been taken and provides with his notification verification that the defective part of the *service* has been corrected.
- S 541.14 A failure to comply with this section is treated as a substantial failure by the *Consultant* to comply with the contract.

## **S 543 Continual Improvement**

### **S 543.1 Purpose and Scope**

- S 534.1.1 The *Consultant* operates processes for delivering Lean Continuous Improvement and Structured Innovation. A “Structured Innovation Guide” is provided for reference (see link in **Annex 02**), although the *Client* accepts that other methods may be adopted by the *Consultant*.

## **S 544 Performance Measurement**

- S 544.1 The *Consultant* uses the current version of the “Collaborative Performance Framework (CPF)” (see link in **Annex 02**) and follows the processes set out in relation to the use of performance scores to drive improved performance.
- S 544.2 The *Consultant* uses the current version of the CPF, records performance against each of the relevant indicators in the CPF and assists the *Client* in the development of the CPF by proposing and developing ways in which improvements can be made to the CPF.
- S 544.3 The *Consultant* submits a return against each CPF indicator are submitted via the *Client’s performance management system*.
- The first CPF covers months 3 from the *starting date*, and are thereafter submitted quarterly.

## **Performance review**

- S 544.4 The *Consultant* undertakes a performance review addressing all aspects of performance on a quarterly basis, or as instructed by the *Client*, in accordance with the CPF.
- S 544.5 The Performance Level is 6 and is measured in accordance with the CPF.
- S 544.6 Where the *Consultant's* performance is below the Performance Level, this is treated as a substantial failure by the *Consultant* to comply with the contract.
- S 544.7 The *Client* leads additional annual reviews to assess all aspects of *Consultant* performance and trends in performance indicators. The *Consultant* assists with any additional reviews as requested by the *Client*.

## **S 545 Health and Safety**

### **S 545.1 General Requirements**

- S 545.1.1 The *Consultant* complies with the *Client's* health, safety and wellbeing requirements as detailed in this section and in **Annex 02** of the Scope.
- S 545.1.2 The *Consultant* complies with and operates according to all relevant and prevailing health, safety and wellbeing legislation, considerations, guidance and industry best practice. The *Consultant* Provides the Service in a way that aligns to the *Client's* health, safety and wellbeing policies and initiatives.

### **S 545.2 Management of Health and Safety**

- S 545.2.1 The *Consultant*
- operates a health and safety management system in line with the requirements set out in Scope section S 600 (Quality Management),
  - documents the systems and fully and effectively implements the health and safety management system prior to the end of the Mobilisation Period and.
- provides evidence to the *Client* to demonstrate that the health and safety management system is documented satisfactorily and is effectively implemented to meet the timescale stated above. The *Client* may prevent the *Consultant* from starting any work until such evidence is provided.
- S 545.2.2 The *Consultant* complies with the *Client's* health and safety requirements outlined in **Annex 15**.
- S 545.2.3 The *Consultant* operates and develops its health and safety management system to meet the *Client's* requirements. The *Consultant* provides consistency of approach and interoperability with other stakeholders where appropriate, ensuring activities are consistent between all stakeholders, allowing seamless provision of *service* between different sites.

- S 545.2.4 The *Consultant's* health and safety management system forms part of the *Consultant's* Quality Plan.

### **S 545.3 *Consultant's* occupational health management system**

#### S 545.3.1 The *Consultant*

- operates an occupational health management system in line with requirements of the Health and Safety Executive's (HSE) prevailing construction occupational health management model, "Essentials of Managing Construction Health Risks" and
- at the *Client's* request participates in working groups to improve health and safety management performance in relation to the following topics
  - designing for health and safety in buildability and operability and maintenance,
  - construction health and safety improvement and

sustainable design and sustainable construction.

#### S 545.3.2 If, in the opinion of the *Client*, the *Consultant* is Providing the Service in an unsatisfactory manner or commits a breach of

- any prevailing legislation or,
- the *Consultant's* health and safety management system or,
- a subcontractor's health and safety management system or,
- the *Client's* health and safety management system,

the *Client* notifies the *Consultant* and raises the issue formally via the *Client's* health and safety management system assurance process.

#### S 545.3.3 The notification provided by the *Client* to the *Consultant* sets out the breach or breaches identified with reasons and outlines the minimum steps required by the *Consultant* to rectify the breach, and a date for rectifying.

#### S 545.3.4 Where the *Consultant* has been given notification of a breach, the *Consultant* rectifies the breach or failure to Provide the Service, in a satisfactory manner, by the date specified by the *Client*. The *Consultant* corrects other breaches that are not notified by the *Client*.

### **S 545.4 Subcontractors' health and safety management systems**

#### S 545.4.1 The *Consultant* ensures that any of its subcontractors (at any stage of remoteness from the *Client*) operate a formal health and safety management system which fulfils the requirements set out above.

### **S 545.5 Health safety and wellbeing culture and communication**

- S 545.5.1 The *Consultant* ensures that it creates a culture and communications that align to the *Client's* "Home Safe and Well" approach.

The *Consultant*

- provides relevant health and safety training, including induction, to relevant Staff and visitors to ensure compliance with prevailing health and safety legislation and approved codes of practice,
- establishes, operates and delivers health and safety employee consultation arrangements to its employees in accordance with applicable prevailing health and safety legislation,
- operates a behavioural safety programme, measured against the supply chain health, safety and wellbeing maturity matrix and
- participates in *Client supply chain* events, programmes and initiatives as appropriate and if requested by the *Client*.

**S 545.6 Health and safety exchange of information**

- S 545.6.1 The *Client* provides relevant information requested by the *Consultant* if the information the *Client* holds is necessary to enable the *Consultant* to Provide the Service in a safe and legally compliant manner.
- S 545.6.2 The *Consultant* provides information in the frequency and format specified in the contract, or if a different frequency and format is required, as specified by the *Client*.
- S 545.6.3 The *Consultant* immediately brings to the attention of the *Client* any issue or potential issue that may have a detrimental impact on the health, safety and wellbeing of any stakeholders.

**S 545.7 Not Used**

**S 545.8 Not Used**

**S 545.9 Not Used**

**S 545.10 Not Used**

**S 545.12 Not Used**

**S 545.13 Not Used**

**S 545.14 Medical Fitness**

- S 545.14.1 The *Consultant* advises the *Client* of any known medical disability or condition of any *Consultant* employees, or subcontractor's employees, or employees of any other related party, which could pose a risk to the

individual, others or the *service*. The *Consultant* makes an assessment of the risk and puts in place effective controls to ensure their own health, safety and wellbeing and the health, safety and wellbeing of others in Providing the Service.

- S 545.14.2 When requested by the *Client*, the *Consultant* provides such information and other evidence (anonymised and with consideration given to the protection of Personal Data at any stage of remoteness from the *Client*) as may be reasonably required by the *Client* to demonstrate compliance with the requirement in paragraph S 545.14.1 above.

#### **S 545.15 Health Assessment and Control**

- S 545.15.1 The *Consultant* 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 (as in S 545.14.1) and in accordance with prevailing health and safety and other relevant legislation.
- S 545.15.2 The *Consultant* makes wellbeing services available to its employees and supply chain as identified by the risk assessment and as appropriate, taking into consideration the nature of work and duration, and in line with, but not exhaustive of, the *Client's* instructions to make wellbeing services available.
- S 545.15.3 The *Consultant* 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 *Client*.

#### **S 545.16 Alcohol and Substance Abuse**

- S 545.16.1 The *Consultant* ensures that its employees, whilst engaged in Providing the Service, are not at any time in possession of, and are not under the influence of any intoxicating substance ('Prohibited Substance'). This requirement does not apply where the *Consultant's* employees possess a Prohibited Substance for bona fide medical reasons for which the *Client* has given acceptance for such *Consultant* employees to be engaged in Providing the Service.
- S 545.16.2 The *Consultant* notifies the *Client* of any its employees who are undergoing a voluntary detoxification/rehabilitation programme. The *Client* has the right to prevent such *Consultant's* employees from Providing the Service 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 Service or a risk to the satisfactory delivery of the *service*.
- S 545.16.3 Where the *Client* is of the opinion, that any of the *Consultant's* employees (or any subcontractors involved in Providing the Service) may be in possession of, have taken, or are under the influence of any Prohibited Substance while Providing the Service, the *Client* instructs the *Consultant* to perform a drug

and alcohol test using the following as appropriate of such *Consultant* employees

- breath testing by breathalyser,
- urine testing by urinalysis

The *Client* also instructs the *Consultant* to perform and a search of personal possessions/ work area of such *Consultant* employees for evidence of a Prohibited Substance.

S 545.16.4 The *Consultant* ensures that its employees, whilst engaged in Providing the Service, are not at any time in possession of, and are not under the influence of any intoxicating substance ('Prohibited Substance'). This requirement does not apply where the *Consultant's* employees possess a Prohibited Substance for bona fide medical reasons for which the *Client* has given acceptance for such *Consultant* employees to be engaged in Providing the Service.

S 545.16.5 The *Consultant* notifies the *Client* of any its employees who are undergoing a voluntary detoxification/rehabilitation programme. The *Client* has the right to prevent such *Consultant's* employees from Providing the Service 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 Service or a risk to the satisfactory delivery of the service.

#### **S 545.17 Health and Safety Charity-based Incentive Schemes**

S 545.17.1 The *Consultant* adopts "charity-based incentive schemes" covering local and national charities if requested to do so by the *Client*.

**S 545.18 Not Used**

**S 545.19 Not Used**

**S 545.20 Not Used**

**S 545.21 Not Used**

**S 545.22 Not Used**

#### **S 545.23 Home Safe and Well Approach**

S 545.23.1 The *Consultant* submits to the *Client* for acceptance, a strategy of how it will operate around the *Client's* "Home Safe and well" approach.

The *Consultant* commits and contributes to the *Client's* "Home Safe and Well" approach by defining their own commitment to getting everyone home safe and well and considers where a positive difference can be added.

The *Consultant*

- considers how its role in connecting the country can really make a difference and embeds safety as the first imperative across all areas of responsibility,
- recognises and encourages the good behaviours that enable the culture change required to achieve our vision and deliver the objectives of the organisation,
- 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,
- is responsible and accountable for the health, safety and wellbeing of those employed by the *Consultant* and those the *Consultant* works with and
- embeds the “Home Safe and Well” approach in providing the service

#### **S 545.24 Not Used**

#### **S 545.25 Not Used**

#### **S 556 Official Secrets Act**

- S 556.1 The Official Secrets Act 1911 to 1989 (“the Official Secrets Acts”) (see link in **Annex 02**) applies to the contract from the *starting date* until Completion.
- S 556.2 The *Consultant* notifies its employees and subcontractor (at any stage of remoteness from the *Client*) of its duties under the Official Secrets Acts.
- S 556.3 A failure to comply with this section is treated as a substantial failure by the *Consultant* to comply with the contract.

#### **S 557 Confidentiality**

- S 557.1 The *Consultant* keeps (and ensures that anyone employed by it or acting on its behalf keep) confidential and does not disclose to any person
- the terms of the contract and
  - any confidential or proprietary information (including Personal Data) provided to or acquired by the *Consultant* in the course of Providing the Service
- except that the *Consultant* may disclose information to
- its legal or other professional advisers,
  - its employees and subcontractors (at any stage of remoteness from the *Client*) as needed to enable the *Consultant* to Provide the Service,

- where required to do so by law or by any professional or regulatory obligation or by order of any court or governmental, parliamentary or other public bodies, provided that prior to disclosure the *Consultant* consults the *Client* and takes full account of the *Client's* views about whether (and if so to what extent) the information should be disclosed,
- which it receives from a third party who lawfully acquired it and who is under no obligation restricting its disclosure,
- which is in the public domain at the time of disclosure other than due to the fault of the *Consultant* or
- with the consent of the *Client*.

S 557.2 The *Consultant* does not (and ensures that anyone employed by it or acting on its behalf does not) use any confidential or proprietary information provided to or acquired by it for any purpose other than to Provide the Service.

#### **S 561 Format of records**

S 561.1 The *Consultant* ensures that records are created and maintained in a format acceptable to the *Client* such as:

- scanned electronic image (Acrobat .pdf),
- editable electronic document (Microsoft Word),
- editable electronic spreadsheet (Microsoft Excel),
- editable vectorised drawing format (.dwg AutoCAD format or equivalent),
- graphic electronic image in compressed (.jpg) format, or
- other formats compatible with the *Client's* Information Systems as per S 514, reference documents or guidance manuals as agreed with the *Client*.

S 561.2 The *Consultant* undertakes translation of existing records into an accepted format when instructed by the *Client*.

S 561.3 The *Consultant* may from time to time agree with the *Client* alternative acceptable formats in which the *Consultant* maintains records, taking into account any advances and other developments in Information Systems. The *Consultant* implements any changes as agreed with the *Client*.

#### **S 562 Records and audit access**

S 562.1 The *Consultant* keeps documents and information obtained or prepared by the *Consultant* or any subcontractor in connection with the contract for the period stated in the Contract Data

- S 562.2 The *Consultant* permits the *Client* and the Controller and Auditor General to examine documents held or controlled by the *Consultant* or any subcontractor (at any stage of remoteness from the *Client*).
- S 562.3 The *Consultant* provides such oral or written explanations as the *Client* or the Controller and Auditor General considers necessary.
- S 562.4 This section does not constitute a requirement or agreement for the purposes of section 6(3)(d) of the “National Audit Act 1983” (see link in **Annex 02**) for the examination, certification or inspection of the accounts of the *Consultant*.

### **S 563 Deed of Novation**

- S 563.1 If agreed by the *Client*, when the *Consultant* wishes to novate the contract to another consultant, it executes a novation agreement in the form specified in the Scope (or such other form as the *Client* may reasonably require).
- S 563.2 If the new consultant is a non-English or Welsh registered, the *Consultant* gives the *Client* a legal opinion in support of new consultant. The legal opinion requirements are set out in section S 1102. The legal opinion is given, signed and issued by an independent regulated legal firm which is
- independent of the proposed New *Consultant* (as defined in the novation deed), the *Consultant*, Consortium Members, Guarantors and alternative guarantors,
  - qualified and registered to practise in the jurisdiction in which the relevant entity is incorporated and
  - agreed by the *Client*.

### **S 605 Not Used**

### **S 610 Not Used**

### **S 615 Not Used**

### **S 620 Completion**

- S 620.1 The work to be done by the Completion Date for the whole of the *service* is all the work required by the contract with the exception of any work listed below that is to be completed after Completion.
- S 620.2 Completion is achieved once the Consultant has completed all work required under the Scope.
- S 620.3 The activities and documents in S 621 (Documents) are to be completed and accepted by the *Client*. Please note that the *Client* is continually improving

and updating its systems and processes and the list in S 621 may be subject to amendment during the duration of the contract.

## **S 621 Documents**

- S 621.1 The list of documents/ activities to be completed in order to achieve Completion are as follows
- Project management artefacts required to appropriately control the Project (including test artefacts where applicable and required)
  - Documentation to demonstrate security and data security compliance or documentation required in order to perform an appropriate risk assessment.
- S 621.2 The *Consultant* delivers to the *Client* on Completion the final 'deliverable' version of any data in electronic format that allows continued access by the *Client* and is capable of transfer to the *Client's* digital environment systems. All information is catalogued and indexed. Paper original records are scanned to one of the following electronic formats
- scanned electronic image (.pdf),
  - graphic electronic image in compressed (.jpg) format or other formats compatible with the *Client's* information systems as set out in Scope section S 514, reference documents or guidance manuals as agreed with the *Client*.
- S 621.3 The *Consultant* provides the documents required for the *Client* to take over the service at the time required by and in accordance with the *Client's* current procedures as detailed in S 621.2.

## **S 805 Consultant's application for payment**

- S 805.1 The *Consultant* provides a breakdown of the invoice to a prescribed data standard and in the format required by the *Client*.
- The *Consultant* will provide a scheduling detailed usage of benefits by the *Client's* employees to allow invoices to be reconciled and checked prior to payment.
- S 805.2 The *Consultant* notifies the *Client* of the name and address of the *project bank*, the account name and number, the bank sort code and any other details required to make direct payments into that account.

## **S 807 Cost Verification**

- S 807.1 The *Consultant* allows the *Client* (or a forensic cost verification consultant engaged by the *Client*) to review data relating to the assessment of Defined Cost (including Personal Data) for the purpose of verifying the Defined Cost

incurred.

S 807.2 The *Client* ensures that data viewed for verification is adequately protected against the risk of accidental, unauthorised or unlawful processing, destruction, loss, damage, alteration or disclosure.

S 807.3 The *Consultant* obtains agreement from the data subject for the review of Personal Data for verification.

## **S 815 Management Procedures**

S 815.1 The *Consultant* includes a section on customer service in its monthly report to the *Client*.

S 815.2 All management information stored by the *Consultant* will be easily accessible and exportable at any time in a format agreed with the *Client*.

The *Consultant* will provide the *Client* with access to and administrative portal providing a range of management information as detailed in the discounts, benefits and recognition sections above.

The *Consultant* will provide the *Client* with access to detailed reporting on:

- discounts including but not limited to registration levels, page views, total spend through the discounts platform, total savings through the discounts platform, total cashback through the discounts platform, most popular page views, most popular discounts used
- benefits including but not limited to engagement levels, page views, take up level
- the recognition platform including but not limited to registration levels, all nominations, financial awards, redemptions, tax reporting, outstanding balances, budget usage, bulk uploads, top-ups and remaining budget.

The *Consultant* will meet the *Client* on a monthly basis to discuss performance and day-to-day management issues.

## **S 825 Subcontracting**

S 825.1 Except as required by the operational requirements of a Category Purchase Agreement, or where a competitively awarded pre-existing contract for such *service*, supplies or services exists, or where the subcontractor was named and agreed in writing as part of the tendering process leading to the award of the main contract, the *Consultant* obtains a minimum of three (3) competitive written quotations for the appointment of any subcontractor or supplier for *service* with a subcontract value in excess of £10,000.

S 825.2 The *Consultant* includes a provision in all subcontracts stating that retention

- is not deducted from any amount due to the subcontractor and procures that its subcontractors and subcontractors (at any stage of remoteness from the *Client*) do the same.
- S 825.3 The *Consultant* ensures that all subcontractors (at any stage of remoteness from the *Client*) who satisfy the requirements at S 825.1 are given the opportunity to become Named Suppliers.
- S 825.4 The *Consultant* may propose to the *Client* that a subcontractor (at any stage of remoteness from the *Client*) is not a Named Supplier. A reason for not accepting the *Consultant's* proposal is that it is practicable for the subcontractor (at any stage of remoteness from the *Client*) to be a Named Supplier.
- S 825.5 The *Consultant* ensures that all subcontracts with subcontractors (at any stage of remoteness from the *Client*) (that are not competitively awarded pre-existing agreements) use an NEC form of contract and that any subcontracts with subcontractors (at any stage of remoteness from the *Client*) have terms and conditions that align with the contract.
- S 825.6 The *Consultant* may propose to the *Client* that a subcontract used to appoint a subcontractor (at any stage of remoteness from the *Client*) is not a NEC form of contract. The *Consultant* does not appoint a subcontractor (at any stage of remoteness from the *Client*) using a contract form other than NEC unless the *Client* has accepted the *Consultant's* proposal. A reason for not accepting the *Consultant's* proposal is that it is practicable for the subcontract to be an NEC form.
- S 825.7 The *Consultant* submits the proposed
- Contract Data and Scope if an NEC form of contract is used or
  - the full subcontract if an NEC form is not used
- for each subcontract of a subcontractor (at any stage of remoteness from the *Client*) to the *Client* for acceptance, and for the purposes of clause 23.4 (where main Option C, D, E or F applies) this paragraph is the *Client's* instruction to the *Consultant* to make the submission. A reason for not accepting the Contract Data and Scope or the full subcontract (as the case applies) is
- it does not comply with the obligations of the contract,
  - it does not align with the risk transfer of the contract or
  - in the opinion of the *Client* it has too high a risk transfer to the proposed subcontractor.
- S 825.8 The *Consultant* ensures that any subsubcontract of a subcontractor (at any stage of remoteness from the *Client*) is capable of being novated to a replacement contractor.

- S 825.9 The *Consultant* may propose to the *Client* that a subcontract of a subcontractor (at any stage of remoteness from the *Client*) is not capable of being novated to a replacement contractor. The *Consultant* does not award such a subcontract that is not capable of being novated to a replacement contractor unless the *Client* has accepted the *Consultant's* proposal. A reason for not accepting the *Consultant's* proposal is that it is practicable for the subcontract to be novated to a replacement contractor.
- S 825.10 When requested by the *Client*, the *Consultant* executes or procures the relevant subcontractors (at any stage of remoteness from the *Client*), an agreement in the form the *Client* may reasonably require to novate the benefit and burden of a subcontract to a replacement contractor.

#### Criteria for the submission and award of a subcontract

- S 825.11 The *Consultant* awards any Subcontract on the basis of the most economically advantageous tender (within the meaning of the Public Contracts Regulations 2015 and the Treaty on the Functioning of the European Union (TFEU)) following a fair, transparent and competitive process proportionate to the nature and value of the subcontract. The *Consultant* conducts the financial assessment of any subcontract tenders on a whole life cost basis.
- S 825.12 The *Consultant* submits the proposed assessment criteria, assessment methodology and scoring methodology for any proposed subcontract to the *Client* for acceptance before advertising any proposed subcontract.
- S 825.13 A reason for the *Client* not accepting the submission is that the proposed assessment criteria, assessment methodology or scoring methodology
- are not transparent (as defined in the Public Contracts Regulations 2015),
  - do not allow equal treatment of all tenderers (as defined in the Public Contracts Regulations 2015) or
  - do not comply with the contract
- S 825.14 Before advertising any proposed subcontract, the *Consultant* submits to the *Client* for acceptance
- the proposed subcontract in full and
  - a report demonstrating how the proposed subcontract meets all the obligations and requirements for a subcontract under the contract.
- S 825.15 A reason for the *Client* not accepting the proposed subcontract is that it does not meet the obligations or requirements of the contract.
- S 825.16 The *Consultant* submits to the *Client* for acceptance the name of the proposed subcontractor and a report demonstrating

- how the proposed appointment complies with the contract,
- how the proposed subcontractor demonstrates and meets the assessment criteria and
- how the assessment methodology and scoring methodology have been complied with.

S 825.17 A reason for the *Client* not accepting the proposed appointment of a subcontractor is that

- the tender assessment does not comply with the accepted assessment methodology or scoring methodology,
- the tender assessment does not demonstrate how the subcontractor meets the assessment criteria,
- the subcontractor's appointment does not allow the *Consultant* to Provide the Service or
- the subcontractor's appointment does not comply with the contract.

S 825.18 In procuring all subcontracts, the *Consultant* takes into account

- compliance by the subcontractor with
  - health and safety legislation,
  - welfare legislation or
  - employment legislation,
- environmental outcomes including
  - the minimisation of carbon embodied and emitted in the materials or products supplied and services performed to Provide the Service,
  - sustainable sourcing of materials, and
  - the aesthetic design of products
- social value including
  - the social integration of disadvantaged workers or members of vulnerable groups among the staff performing the contract and used to Provide the Service, such as the long-term unemployed (defined as people who have been unemployed for 12 months or more) and
  - the subcontractor's commitment to provide training in the skills needed to perform any subcontract or to Provide the Service, such as the hiring of apprentices and
- the whole life cost and cost-effectiveness of any materials or products used in or to Provide the Service, including the cost (measured over the life-cycle of the material or product in question) of

- transport or transportation,
- insurance,
- assembly and construction, disposal and
- use, including
  - the cost of energy and other resources,
  - maintenance costs and
  - costs associated with environmental impacts, including the cost of any emissions in its production or manufacture,
- recycling and disposal.
- the interests of stakeholders affected by the works including
  - delays or inconvenience to road users and
  - environmental impacts to residents.

## S 826 Contracts Finder

S 826.1 The requirements of this section S 826 do not apply to subcontracts placed under a Category Purchase Agreement.

S 826.2 Where the forecast amount due to be paid to the *Consultant* is £5,000,000 or more per annum at the Contract Date, the *Consultant*

- subject to paragraphs S 826.4, S 826.5 and S 826.6, advertises on Contracts Finder all subcontract opportunities arising from or in connection with Providing the Service above a minimum threshold of £25,000 that arise before Completion,
- within 90 days of awarding a subcontract to a subcontractor (at any stage of remoteness from the *Client*), updates the notice on Contracts Finder with details of the successful subcontractor,
- monitors the number, type and value of the subcontract opportunities placed on Contracts Finder advertised and awarded in its supply chain prior to Completion and provides reports on this information to the *Client* in the format and frequency as reasonably specified by the *Client* and
- promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

The calculation of £5,000,000 or more per annum in this paragraph is in accordance with footnote 1 to PPN 01/18 (see link in **Annex 02**) based on an advertised subcontract value, averaged over the life of the advertised subcontract.

S 826.3 Each advert referred to in paragraph S 826.2 provides a full and detailed description of the subcontract opportunity with each of the mandatory fields

being completed on Contracts Finder by the *Consultant*.

S 826.4 The obligation at paragraph S 826.2 only applies in respect of subcontract opportunities arising after the Contract Date.

S 826.5 The *Consultant*, may propose to the *Client* for acceptance, that a specific subcontract opportunity is not advertised on Contracts Finder. The *Consultant* provides a detailed reason for not advertising the specific subcontract opportunity. The *Consultant* provides further detail when requested by the *Client* to assist in its consideration. If accepted by the *Client*, the *Consultant* is relieved from advertising that subcontract opportunity on Contracts Finder.

## **S 827 Prompt payment**

S 827.1 The *Consultant* includes in the subcontract with each subcontractor (at any stage of remoteness from the *Client*)

- requiring payment to be made within a specified period not exceeding 30 days from and including the date of receipt of the subcontractor's application for payment (save that the amount payable in respect of that application shall be subject to a valid payment notice (or valid pay less notice where appropriate) as required by the Housing Grants, Construction and Regeneration Act 1996 (as amended),
- a requirement that any invoices for payment submitted by the subcontractor are considered and verified by the *Consultant*, or (in respect of any subcontract below the first tier) the payer under the relevant subcontract, in a timely manner and that any undue delay in doing so will not in itself be sufficient justification for failing to treat an invoice as being valid and undisputed under the subcontract requirements and
- a provision requiring the subcontractor to assess the amount due to a subcontractor (at any stage of remoteness from the *Client*) without taking into account the amount paid to the *Consultant*, or (in respect of any subcontract below the first tier) the payer under the relevant subcontract.

S 827.2 The *Consultant* notifies non-compliance with the timescales for payment

- to the *Client* and
- through the Government's Public Procurement Review Service (formerly known as the Mystery Shopper Service).

The *Consultant* includes this provision in each subcontract and requires subcontractors (at any stage of remoteness from the *Client*) to include the same provision in each subsubcontract with the intention that all subcontractors (at any stage of remoteness from the *Client*) include the same provision.

## **S 828 Advertising Subcontracts in accordance with the Public Contract Regulations 2015**

- S 828.1 The *Consultant* ensures that any subcontracts for the elements of the *service* advised by the *Client* in accordance with paragraph S 825.2 are
- procured in full compliance with the Public Contract Regulations 2015, or its replacement, (the “Public Contract Regulations”) and
  - are capable of being novated to the *Client* or an Other.
- S 828.2 When requested by the *Client*, the *Consultant* procures the Relevant subcontractor executes an agreement in the form the *Client* may reasonably require to novate the benefit and burden of a subcontract to the *Client* or a replacement *Consultant*.
- S 828.3 The *Consultant* may use the *Client*’s e-tendering system to procure any subcontract required by this section. The *Client* arranges for advice and support on the use of the *Client*’s e-tendering system.
- S 828.4 The *Consultant* provides to the *Client* draft procurement documents (as defined in the Public Contract Regulations) for acceptance. A reason for the *Client* not accepting the draft procurement documents
- do not comply with the “Public Contract Regulations”, any case law or any “EU Regulations”,
  - do not comply with or meet the requirements of the contract,
  - in the opinion of the *Client*, would place an unacceptable burden upon the *Client* (should the subcontract be novated to the *Client*) or
  - do not enable the *Consultant* to Provide the Service.
- S 828.5 The *Consultant* does not publish any procurement documents until the *Client* has accepted them.

## **S 829 Records and Reporting for Small, Medium & Micro Enterprises (SME)**

- S 829.1 For small, medium or micro enterprise’s (SME) employed on the contract, as defined in table below

Company category	Staff headcount	Turnover	or	Balance sheet total
Medium	<250	< £50 m		< £43 m
Small	<50	< £10 m		< £10 m
Micro	<10	< £2 m		< £2m

The *Consultant* reports to the *Client* each quarter from the *starting date* until the Completion Date

- the name of the SME,
- the class of SME (small, medium or micro),
- the value of the contract undertaken by the SME,
- the monthly amounts paid to the SME in the quarter and
- the aggregated value paid to the SME since the *starting date*.

S 829.2 The *Consultant* acknowledges that the *Client* may

- publish the information supplied under this section S829, along with the *Consultant's* name and the name of the contract and
- pass the information supplied under this section to any government department who may then publish it along with the names of the SMEs, the *Consultant's* name or the contract.

S 829.3 The *Consultant* ensures that the *conditions of contract* for each subcontractor (at any stage of remoteness from the *Client*) who is an SME include

- a term allowing the *Client* to publish the information supplied under this section and
- obligations similar to those set out in this section.

## **S 830 Training**

S 830.1 The *Client* provides relevant training for all relevant systems listed in S 514.

S 830.2 The *Consultant* proposes a list of appropriate staff to be trained for each requirement for acceptance by the *Client*. The *Consultant* liaises with the *Client* to programme the training to optimise efficiencies.

A reason for not accepting the commissioning report is that it

- does not comply with the Scope,
- does not enable the *Consultant* to Provide the Service,
- does not enable the *Consultant* to comply with its contract with the *Client* or
- does not comply with best industry practice.

The *Consultant* amends the list of personnel to be trained in response to any comments from the *Client* and resubmits it for acceptance by the *Client*. The *Consultant* complies with the list of personnel to be trained once it has been accepted.

## **S 1101 Parent Company Guarantee**

- S 1102.1 If the *Consultant* is required to provide a Parent Company Guarantee, it is provided in the form set out in **Annex 09**.
- S 1102.2 If the entity that is required to provide the Parent Company Guarantee is a company not registered in England or Wales under the Companies Act 2006 the *Consultant* provides a legal opinion in support of a Parent Company Guarantee.

## **S 1102 Legal Opinion**

- S 1102.1 Any legal opinion provided by the *Consultant* in support of a Parent Company Guarantee from
- a Parent Company Guarantee from
  - an Alternative Guarantee from
  - a form of alternative guarantee from
  - an alternative form of bond or security agreed by the *Client* or *Client*) from or
  - a novation to a proposed new consultant which is
- a non-English or Welsh registered company includes (among others) the following matters
- the requirements of clause Z11,
  - confirmation that
    - the Controller is a corporation duly incorporated in the relevant jurisdiction, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated,
    - the Controller has full power to execute, deliver, enter into and perform its obligations under the Parent Company Guarantee,
    - all necessary corporate, shareholder and other action required to authorise the execution and delivery by the Controller of the Parent Company Guarantee and the performance by it of its obligations under it have been duly taken,
    - execution by the proposed signatories in accordance with the method of execution proposed will constitute valid execution by the Controller,
    - the execution and delivery by the Controller of the Parent Company Guarantee and the performance of its obligations under it will not conflict with or violate
      - the constitutional documents of the Controller,
      - any provision of the laws of the jurisdiction in which it is incorporated,

- any order of any judicial or other authority in the jurisdiction in which it is incorporated or
  - any mortgage, contract or other undertaking which is binding on the bidder or its assets,
- (assuming that it is binding under English law) the Parent Company Guarantee constitutes legal, valid and binding obligations of the Controller enforceable in accordance with its terms,
- a judgment obtained in the courts of England and Wales in respect of the Agreement would be enforced by the courts in the jurisdiction in which the Controller is incorporated without re- examination of the merits of the case and
- the choice of English law as the governing law of the Parent Company Guarantee would be upheld as a valid choice of law by the courts in the jurisdiction in which the Controller is incorporated,
- notification of any other formalities to be complied with under local law which may be necessary to enforce the Parent Company Guarantee in the Controller's place of incorporation, including (for example) notarisation, legalisation or registration of the Parent Company Guarantee,
- notification of whether withholding is required to be made by the Controller in relation to any monies payable to the *Client* under the Parent Company Guarantee,
- confirmation of whether the *Client* will be deemed to be resident or domiciled in the foreign jurisdiction by reason of its entry into the Parent Company Guarantee
- confirmation that the Controller and its assets are not entitled to immunity from suit, pre-judgment attachment or restraint or enforcement of a judgment on grounds of sovereignty or otherwise in the courts of England and jurisdiction of the Controller in respect of proceedings against it in relation to the Parent Company Guarantee and
- the legal opinion can be provided and disclosed to the following Authority parties (on a non-reliance basis)
  - the Department for Transport,
  - the Cabinet Office,
  - the HM Treasury,
  - the *Client's* professional advisers, auditors and insurers and
  - any person required pursuant to any applicable law, their officers and directors as applicable.

- S 1102.2 Where a legal opinion is being given for an alternative guarantor, bank or other surety provider the requirements are to be read as
- references to the word to "Controller" are substituted with "alternative guarantor", "bank" or "surety provider" as applicable.
- S 1102.3 Where a legal opinion is being given for an Alternative Guarantee or Form of Performance Security (or an alternative form of bond or security agreed by the *Client* or *Client*) the requirements are to be read as
- references to the words " the Parent Company Guarantee " are substituted with "Alternative Guarantee" or "form of bond or security agreed by the *Client* or *Client*)" as applicable.
- S 1102.4 Where a legal opinion is being given in relation to a novation of the contract the requirements are to be read as
- references to the word to "Controller" are substituted with "proposed New Consultant" (all as defined in the contract (including the novation deed)) as applicable and
  - all references to "Parent Company Guarantee" are substituted with "the contract" as applicable.
- S 1102.5 Where a legal opinion is being given in relation to the *Consultant* or Consortium Member the requirements are to be read as
- references to the word to "Controller" are substituted with *Consultant* or Consortium Member as applicable and
  - all references to "a Parent Company Guarantee" is substituted with "the contract" as applicable.

### **S 1300 Transfer of Rights**

#### **S 1305 *Consultant's* rights over material prepared for the design of the *service***

- S 1305.1 The *Consultant* acquires no rights over material prepared for the design of the *service*.

#### **S 1310 Other rights to be obtained by the *Consultant***

- S 1310.1 The *Consultant* grants to the *Client*, licences to use, modify and develop the *Consultant's* Consultant Background IPR for any purpose relating to the *service* (or substantially equivalent *services*) its maintenance, operation, modification and for any purpose relating to the exercise of the *Client's* business or function.
- S 1310.2 The *Consultant* procures a direct grant of a licence to the *Client* to use, modify and develop any third party's Consultant Background IPR for any purpose relating to the *service*, (or substantially equivalent *services*), its maintenance, operation, modification and for any purpose relating to the exercise of the *Client's* business or function.
- S 1310.3 The *Client* does not acquire any ownership right, title or interest in, or to, the Consultant Background IPR.
- S 1310.4 The *Consultant* does not acquire any ownership right, title or interest in, or to, the *Client's* IPR.
- S 1310.5 The *Consultant* only uses material provided by the *Client* to Provide the Service.

### **S 1600 Project Bank Account (Option Y(UK)1)**

- S 1600.1 The *Consultant* ensures that any deeds associated with the Project Bank Account (PBA) are issued to the relevant parties and are provided to the *Client* to apply original signatures to prevent any payment issues.
- S 1600.2 The *Consultant* ensures that
- there is one original copy of a deed for each party to the deed,
  - it issues the original copy of a deed to the *Client* for the attachment of the *Client's* common seal (if used) and
  - each original copy of the deed has original signatures from the relevant authorised signatories.

### **S 1605 Adding a Named Supplier**

- S 1605.1 As a minimum, all subcontractors (at any stage of remoteness from the *Client*)
- with a contract value greater than £50,000 or

- if an NEC form of contract is used
- is offered the opportunity to become a Named Supplier.

## **S 1606 Project Bank Account (PBA) tracker**

### **S 1606.1 The *Consultant***

- registers for access to the form of the Project Bank Account (PBA) Tracker, “the PBA Web Portal” (see link in **Annex 02**) and
- completes and submits to the *Client* on a monthly basis
  - a fully populated PBA Tracker detailing payments made by the *Consultant* to its subcontractors (at any stage of remoteness from the *Client*) and
  - PBA bank statements and payment runs to evidence transactions inputted in the PBA Tracker required to reconcile payment dates and payment values for
    - a subcontractor (at any stage of remoteness from the *Client*) paid directly from the Project Bank Account (“PBA supply chain”) and
    - a subcontractor (at any stage of remoteness from the *Client*) not paid directly from the Project Bank Account (“non-PBA supply chain”).
- The *Consultant* ensures any data relating to other clients is redacted from the statements before submission in .pdf format.

**S 1606.2** The *Consultant* explains all variances from the previous month and submits further information to the *Client* in response to any queries raised.

**S 1606.3** The *Client* monitors the tracker for the time it takes the *Consultant* to pay its subcontractors (at any stage of remoteness from the *Client*) through the PBA, following deposit of funds into the PBA.

The *Client* calculates the related performance score

- from the date the funds have been deposited into the PBA or
- from the weighted date as set out in the Collaborative Performance Framework (CPF) (see link in **Annex 02**) when funds are deposited into the PBA across multiple dates

that covers the amount due to subcontractors (at any stage of remoteness from the *Client*) joined to the PBA.

**S 1606.4** If any data/evidence is missing or still required (if not covered in the tracker), spot checks are undertaken directly by the *Client* with the subcontractors (at

any stage of remoteness from the *Client*) to verify that they are paid within contractual timeframes.

S 1606.5 The *Client* may carry out audits on subcontractors (at any stage of remoteness from the *Client*) to assess payment performance to the Named Suppliers.

S 1606.6 Where the *Consultant* transfers monies from other accounts into the PBA this is stated on the bank statement.