



**Highways England Company Limited
Lower Thames Crossing
Integration Partner Contract**

**NEC4 Professional Service Contract
(June 2017 with amendments January 2019)**

Volume 2B

Scope Annexes

1 TABLE OF ANNEXES	
Annex Number	Name of Annex
1	Defined Terms
2	Reference Documents
3	Insurance
4	Client's Personnel Security Procedures
5	Customer Service
6	People Strategy
7	Supply Chain Alignment
8	Data Protection
9	Information Systems & Security
10	Quality Table
11	Continual Improvement and Innovation
12	Communications
13	Form of Novation (old Client to new Client)
14	Form of Novation (old Consultant to new Consultant)
15	Health and Safety
16	Parent Company Guarantee

Scope

Annex 01

Defined Terms

Defined Term	Definition
Advisory Panel	has the meaning given to it in Schedule PS1 (Design Management and Assurance).
Affiliate	is in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time.
Ancillary Contractor	is any party engaged or to be engaged by the <i>Client</i> for the provision of works or services in connection with the Project, other than the Project Contractors, the Technical Partner, the Commercial Partner and the <i>Consultant</i> .
Ancillary Contract	is a contract entered or to be entered into between the <i>Client</i> and an Ancillary Contractor in connection with the delivery of the Project.
Ancillary Contract Scope	is the scope of works or services contained in an Ancillary Contract.
Bank Holiday	is a national public holiday in the United Kingdom.
Behaviours and Values Statement	is the document of that name listed in Annex 02 .
Benchmarking Appendix	is the document of that name annexed to the Scope.
Benchmark Review	is as defined in the Benchmarking Appendix.
BIM Model	is the BIM model for the Project, developed by the Technical Partner and to be maintained and assured by the Technical Partner in accordance with the Technical Partner Contract.
Bring Your Own Corporate Device (BYOCD)	is the hardware solution described in Schedule SP2 (Systems Provided by the <i>Consultant</i>) through which all EUC devices required by the <i>Consultant's</i> Staff to Provide the Service are provided by the <i>Consultant</i> .
Business Continuity Plan (BCP)	is the business continuity plan to be developed by the <i>Consultant</i> in accordance with section S502.
Business Information Gateway (the Gateway)	is as defined in Annex 06 Section 1.4.

Business Interruption Event	is an event which materially impacts the normal operation of the <i>service</i> so as to prevent achievement of any Performance Requirement or which otherwise prevents the <i>Consultant</i> from performing its obligations and providing any part of the <i>service</i> .
CDM	are the Construction (Design and Management) Regulations 2015 .
Central Government Body	<p>is a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics</p> <ul style="list-style-type: none"> • Government Department, • Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal), • Non-Ministerial Department, • an Executive Agency of one of the above or • any body corporate that is a wholly owned subsidiary of one of the above.
Client Background IPR	is IPR owned by the <i>Client</i> before the Contract Date, or created by the <i>Client</i> independently of the contract, and Crown Copyright which is not available to the <i>Consultant</i> otherwise than under the contract, but excluding IPRs owned by the <i>Client</i> subsisting in the Client Software.
Client Scheme Requirements	are the Department for Transport's requirements for the Project (see link in Annex 02).
Client Software	is software which is owned by or licensed to the <i>Client</i> (other than under or pursuant to the contract) and which is or will be used by the <i>Consultant</i> in order to Provide the Service (including the software set out in Table SP3 of Schedule SP3 (Client Software) and as otherwise set out in the Scope).
Client System	is the <i>Client's</i> computing environment (consisting of hardware, software and telecommunications networks or equipment) used by the <i>Client</i> or the <i>Consultant</i> in connection with the contract which is owned by the <i>Client</i> or licensed to it by some third party and which interfaces with the <i>Consultant</i>

	System or which is necessary for the <i>Client</i> to receive the <i>service</i> .
Commercial Director	is the <i>Client's</i> appointed commercial director for each Project Contract.
Commercial Partner	is to be notified to the <i>Consultant</i> by the <i>Service Manager</i> during the Mobilisation Phase.
Commercial Partner Contract	is the contract between the <i>Client</i> and the Commercial Partner for the provision of commercial services in relation to the Project.
Commercial Partner Contract Scope	is the scope of services contained in the Commercial Contract (or any task order issued pursuant thereto).
Commissioning Date	for a <i>relevant service</i> is the day on which the commissioning of a <i>relevant service</i> is successfully completed, and its <i>relevant service conditions</i> are met.
Commitments and Requirements Management Tool (CRMT)	is the IP Software described as such in Schedule SP2 (Systems Provided by the Consultant) to be supplied by the <i>Consultant</i> in order to enable it to Provide the Service.
Common Data Environment (CDE)	is the single source of information used to collect, manage and disseminate documentation, the graphical model and non-graphical data for the whole Project team (i.e. all project information whether created in a BIM environment or in a conventional data format). The CDE is made up of Project Information Systems provided by the Parties and is interfaced by the Project Contractors in processes defined in each Project Contract Scope, and by Others. The CDE is further described in Schedule SP1 (General Systems Requirements).
Confidential Information	<p>is</p> <ul style="list-style-type: none"> information, including all Personal Data, which (however it is conveyed) is provided by the disclosing Party in connection with the contract that relates to <ul style="list-style-type: none"> the Disclosing Party Group or the operations, business, affairs, developments, Intellectual Property Rights, trade secrets, know-how and personnel of the Disclosing Party Group,

	<ul style="list-style-type: none"> • other information provided by the disclosing Party in accordance the contract that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential (whether or not it is so marked) which comes (or has come) to the Recipient's attention or into the Recipient's possession in connection with the contract, • discussions, negotiations, and correspondence between the disclosing Party or any of its directors, officers, employees, consultants or professional advisers and the Recipient or any of its directors, officers, employees, consultants and professional advisers in connection with the contract and all matters arising therefrom and • information derived from any of the above, but not including any information which • was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the disclosing Party, • the Recipient obtained on a non-confidential basis from a third party who is not, to the Recipient's knowledge or belief, bound by a confidentiality agreement with the disclosing Party or otherwise prohibited from disclosing the information to the Recipient, • was already generally available and in the public domain at the time of disclosure otherwise than by a breach of the contract or breach of a duty of confidentiality or • was independently developed without access to the Confidential Information.
Connectivity Plan	is the <i>Consultant's</i> plan for implementing internet connectivity at ICT Locations to be developed by the <i>Consultant</i> in accordance with Schedule SP4 (Connectivity).
Contract Event Management Analytics and Reporting (CEMAR)	is the <i>Client's</i> Contract Event Management Analytics and Reporting system, as described in Annex 09 .
Contracts Finder	is the Government website for information about contracts worth over £25,000 with the Government and its agencies.
Consultant Background IPR	is IPR owned by the <i>Consultant</i> or a third party before the Contract Date or created by the

	<i>Consultant</i> or a third party independently of the contract, which in each case is or will be used before or after the <i>defects date</i> for, Providing the Service (including its design, testing, implementation), its maintenance operation and improvement, but excluding IPRs owned by the <i>Consultant</i> subsisting in the <i>Consultant</i> Software or by any third party in Third Party Software.
Consultant Equipment	is the hardware, computer and telecoms devices and equipment used by the <i>Consultant</i> or its subcontractors (or any subcontractor of any tier to the <i>Consultant</i>) (but not hired, leased or loaned from the <i>Client</i>) for the Providing the Service.
Consultant Software	<p>is software which is proprietary to the <i>Consultant</i> (or an Affiliate of the <i>Consultant</i>) and</p> <ul style="list-style-type: none"> • which is or will be used by the <i>Consultant</i> for the purposes of Providing the Service and • which is or will be used by the <i>Client</i> for the purposes, maintaining, operating or improving the <i>service</i> <p>including the software specified as such in the Software Schedule and the software set out in Table SP2 of Schedule SP2 (Systems Provided by the <i>Consultant</i>).</p>
Consultant System	is the information and communications technology system used by the <i>Consultant</i> in implementing and performing the <i>service</i> including the Software, the Consultant Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Client System).
Contract Director	is the <i>Client's</i> appointed contract director in respect of each Project Contract.
Control	is the possession by person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and Controls and Controlled are to be interpreted accordingly.
Core Services	are those parts of the <i>service</i> as set out in the Core Services Schedules.
Core Services Schedules	are Schedules CS1 to CS6 inclusive annexed to the Scope.

Customer Relationship Management (CRM)	has the meaning given to it in Annex 09 .
CRM System	is the system used to perform the CRM function on the Project as described in Table SP3 of Schedule SP3 (Systems Provided by the <i>Client</i>).
Data	is all Personal Data collected, generated or otherwise processed by the <i>Consultant</i> in the course of Providing the Service.
Data Loss Event	is any event that results, or may result, in unauthorised access to Personal Data held by the Processor for the purposes of the contract, or actual or potential destruction of Personal Data in breach of this Agreement, including any Personal Data breach.
Data Protection Impact Assessment	is an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
Data Subject	is an individual who is the subject of Personal Data.
Data Subject Request	is a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
Data Protection Legislation	is <ul style="list-style-type: none"> the General Data Protection Regulation (EU 2016/679) the Law Enforcement Directive (LED) (Directive EU 2016/680) the Data Protection Act 2018 and any other data protection laws and regulations applicable in England.
Deliverables Matrix	is as defined in section S530.1.
Delivery Phases	are Delivery Phase 1 to Delivery Phase 5 inclusive, all as described in section S205.1.
Deposited Software	is the IP Software the Source Code of which is to be placed in escrow as required by the <i>Service Manager</i> and notified to the <i>Consultant</i> from time to time including as identified in the Software Schedule.

Design for the Development Consent Order	is the design information submitted to the Planning Inspectorate by the <i>Client</i> in support of the DCO application (see link in Annex 02).
Design Manual for Roads and Bridges (DMRB)	is the document of that name set out in Annex 02 .
Design Requirements	has the meaning given to it in Schedule PS1 (Design Management and Assurance).
Designated Funds	are the funds held by the <i>Client</i> as part of its RIS2 funding and not ringfenced within the Project Budget, for the delivery of additional benefits.
Development Consent Order (DCO)	is the overarching document which provides the consenting framework for the Project and grants the <i>Client</i> permission to construct and operate the Project.
Disclosing Party Group	is <ul style="list-style-type: none"> • where the disclosing Party is the <i>Consultant</i>, the <i>Consultant</i> and any Affiliates of the <i>Consultant</i> and • where the disclosing Party is the <i>Client</i>, the <i>Client</i> and any Central Government Body with which the <i>Client</i> or the <i>Consultant</i> interacts in connection with the contract.
A Disclosure Request	is a request for information relating to the contract a received by the <i>Client</i> pursuant to the Freedom of Information Act 2000 and Environmental Information Regulations 2004 or otherwise.
Discrimination Acts	are the Equality Act 2010 and any predecessor statutes.
Documentation	is descriptions of the <i>service</i> , the <i>Consultant's service</i> solution, performance measures, details of the Consultant System (including (i) vendors and versions for off-the-shelf components and (ii) source code and build information for proprietary components), relevant design and development information, technical specifications of all functionality including those not included in standard manuals (such as those that modify system performance and access levels), configuration details, test scripts, user manuals, operating manuals, process definitions and procedures, and all such other documentation as

	<ul style="list-style-type: none"> • is required to be supplied by the <i>Consultant</i> to the <i>Service Manager</i> under the contract, • would reasonably be required by a competent third party capable of Good Industry Practice contracted by the <i>Client</i> to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the <i>service</i> or make use of the <i>service</i>, • is required by the <i>Consultant</i> in order to Provide the Service and • has been or is generated in order to Provide the Service.
Duration of Section 3	is as defined in the Project Contracts.
Electronic Document Management System (EDMS)	is the IP Software provided for the purpose of document and records management within the Project, and the associated processes and procedures inherent in performing the function.
Employee Data	is any and all Personal Data of an employee of a Party which is disclosed in relation to the contract.
Employment and Skills Plan	is the document described in Appendix A to Annex 06 .
End User Computing (EUC)	is how users, through devices, systems and software are able to access their applications and data.
EUC Device	is a laptop, desktop, smartphone, touchpad or any other tool used by an end user to operate a computer function.
Final Business Case	is the final business case for the Project as submitted to the Secretary of State in accordance with the HMT Green Book (Appraisal and Evaluation in Central Government) April 2020.
Forecast of Defined Cost	is, in respect of each Project Contract, a forecast of Defined Cost (as such term is defined in the relevant Project Contract) to be submitted by the relevant Project Contractor in accordance with the provisions of the Project Contract.
Free Flow Charging Contract	is the contract to be awarded by the <i>Client</i> for the collection of user charges from the completed Project.

GIS Model	is the GIS model for the Project, developed by the Technical Partner and to be maintained and assured by the Technical Partner in accordance with the Technical Partner Contract.
Good Industry Practice	is at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a skilled and experienced person or body engaged in services similar to the <i>service</i> to a customer like the <i>Client</i> , such supplier seeking to comply with its contractual obligations in full and complying with any applicable laws.
Health and Safety File	is as per the meaning given to it in CDM.
Highways England Passport	is a safety certification issued by the <i>Client</i> for working on the Strategic Road Network. The aim of the Highways England Passport scheme is to set a common standard for all workers across the supply chain. The Highways England Passport aims to simplify the method of gaining access to construction sites with a personalised smart card, assuring the competency, qualification and fitness to work of the <i>Client's</i> construction workforce. It will make it simpler for staff to transfer between sites and for companies to verify that the people who work for them have the training, qualifications and competencies to work on any site. The smartcard system is a single database accessible by all applicable license holders. This system can record training, competence, tool box talks, notify expiry dates, data sharing and migration on individuals moving between service providers which can be read by a variety of devices, including mobile phones.
ICT Location	is any office or compound that is under the management of the Integrated Client Team and not the Project Contractor or Others.
ICT Services	are any services being provided to the <i>Client</i> by a member of the ICT in relation to the Project.
Inclusion Action Plan	is the document described as such in Appendix B to Annex 06 .
Indemnified Person	is the <i>Client</i> and each and every person to whom the <i>Client</i> (or any direct or indirect sub-licensee of the <i>Client</i>) sub-licenses, assigns or novates any Relevant IPRs or rights in Relevant IPRs in accordance with the contract.

Information Security Requirements	are the information security requirements set out in section 2 of Annex 09 .
Information Systems	can be a combination of hardware, software, infrastructure and trained personnel organised to facilitate planning, control, coordination and decision making in an organisation.
Intelligent Transport Systems (ITS)	are the systems to be supplied to the <i>Client</i> under a separate another contract or contract(s) for SCADA connections between the Project Works and the <i>Client's</i> operating centre at Godstone.
In-Place Archiving	is a function of the Microsoft Exchange Server that maintains control of an organisation's messaging data by eliminating the need for personal store (.pst) files and allowing users to store messages in an archive mailbox by using Microsoft Outlook and Outlook on the web (formerly known as Outlook Web App).
Integrated Client Team (ICT)	is the <i>Client</i> entity responsible for managing the integration and delivery of the Project Contracts comprising <ul style="list-style-type: none"> • the <i>Client</i> • the <i>Consultant</i> • the Commercial Partner and • the Technical Partner.
Integrated Project Controls	are the planning, scheduling and risk management controls for the Project to be developed by the <i>Consultant</i> in accordance with Schedule CS3 (Project Management Office and Integrated Project Controls).
Integrated Project Programme	is the integrated programme for the Project to be developed by the <i>Consultant</i> in accordance with Schedule PS2 (Project Integrator).
Integration Partner Risk and Opportunities Register	is that part of the Project Risk and Opportunities Register identified as such, setting out risks and opportunities relevant to the <i>service</i> .
IP Software	is Specially Written Software, Consultant Software and Third Party Software.
IPRs Claim	is any claim against any Indemnified Person of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any Relevant IPRs save for any such claim to the extent that it is caused by any use by or on behalf of that Indemnified Person of any

	Relevant IPRs, or the use of the Client Software by or on behalf of the <i>Consultant</i> , in either case for a purpose not reasonably to be inferred from the Scope or the provisions of the contract.
Joiners, Movers and Leavers (JML)	is a process or set of processes to facilitate the controlled inclusion of new staff, transfer of current staff or removal of departing staff in relation to the infrastructure and points of interface within an organisation.
Joint Controllers	are two or more Controllers who jointly determine the purposes and means of processing.
LAN Plan	is the <i>Consultant's</i> plan for implementing LAN infrastructure at ICT Locations upon acceptance of the Connectivity Plan.
Lean	is a method of producing what a customer or client wants, when he/she wants it, with a minimum of waste and to a high level of quality.
Lean Continual Improvement	is a technique that generates ideas for efficient ways of working whilst maintaining a focus on the requirements of the customer.
Local Area Network (LAN)	is a computer network that links devices within a building or group of adjacent buildings, especially with a radius of less than 1 km.
Local Road Network	are roads which are not maintained by the <i>Client</i> as part of the Strategic Road Network
Major Incident	<p>is defined as an incident that has, or is likely to have, a major impact on the ability of the business to maintain services during agreed operational hours. An outage or complete loss of functionality of a critical or key application or service.</p> <p>The incident could result in</p> <ul style="list-style-type: none"> • an emergency situation • security risks or threat • Highways England reputation (HSSE) being adversely affected or • multiple locations/businesses or significant user impacted.
Maximum Tolerable Period of Disruption (MTPoD)	is the maximum tolerable period of disruption before return to normal service levels.

Manual of Contract Documents for Highway Works (MCHW)	is the document of that name as set out in Annex 02 .
Mobilisation Activities	are the services which the <i>Consultant</i> provides during the Mobilisation Phase, as stated in the Scope and including those described as such in the Services and Systems Schedules.
Mobilisation Phase	is the period from the <i>starting date</i> until 120 days after the <i>starting date</i> during which the <i>Consultant</i> provides the Mobilisation Activities in accordance with the Mobilisation Plan, in collaboration with the Technical Partner and the <i>Service Manager</i> , to prepare to Provide the Service for the duration of the Project.
Mobilisation Plan	is the <i>mobilisation plan</i> describing how the <i>Consultant</i> will deliver the Mobilisation Activities, as set out in Contract Data Part Two unless later changed in accordance with the contract.
Nonconformity	has the meaning given in BE EN ISO 9000:2015.
Object Code	is software and data in machine-readable, compiled object code form.
OCI Phase	is Delivery Phase 2 as described in section S205.1.
Official Secrets Act	is the Official Secrets Act 1989 and any predecessor statutes (see link in Annex 02).
Open Source Software	is software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPRs in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge.
Optional Services	are those optional parts of the <i>service</i> as set out in the Optional Services Schedules.
Optional Services Schedules	are Schedules OS1 to OS6 inclusive annexed to the Scope.
OSS	is the Open Source Software listed in the Software Schedule.
Outline Business Case	is the outline business case for the Project as submitted to the Secretary of State in accordance

	with the HMT Green Book (Appraisal and Evaluation in Central Government) April 2020.
Performance Level	is the performance level of the Collaborative Performance Framework stated in the Scope.
Personal Data	is any data relating to an identified or identifiable individual that is within the scope of protection as “personal data” under the Data Protection Legislation.
Phase Specific Services	are those parts of the <i>service</i> as set out in the Phase Specific Services Schedules
Phase Specific Services Schedules	are Schedules PS1 to PS12 inclusive annexed to the Scope.
Pre Enabling Works Task Order	means the pre-enabling works task order as set out in the Scope.
Pricing Schedules	are the Task Schedule and associated Time Charge schedule, Mobilisation schedule and Delivery Phase schedule submitted with the <i>Consultant’s</i> tender, together with the forms of Task Order, Task Brief and Quotation Request and the Benchmarking Appendix.
Project	is the Lower Thames Crossing Project,
Project Baseline Programme	is the baseline programme for the Project, which forms part of the Project Budget.
Project Budget	is the <i>Client’s</i> Form 300 assured project estimate for the Project.
Project Contract Completion	is, in respect of each of the Project Contracts, the completion of the Project Works as defined therein and in accordance with the requirements thereof.
Project Consent	is any license, permit, consent, authorisation, assent or other approval required for the Project Works or any part thereof.
Project Consents and Commitments Register	is the <i>Client’s</i> register of Project Consents and commitments which have been made and with which it is required to comply.
Project Contract	is a contract entered or to be entered into between the <i>Client</i> and a Project Contractor for

	the delivery of one or more of the three main works packages described in section S110.2.
Project Contractor	is a contractor engaged or to be engaged by the <i>Client</i> to deliver one or more of the three main works packages described in section S110.2.
Project Contract Scope	is the scope of works contained in the relevant Project Contract.
Project Contract Sites	means the Working Areas and the Affected Property under each of the Project Contracts.
Project Control Framework (PCF)	has the meaning given to it in the Project Control Framework Handbook.
Project Control Framework Handbook	is the document of that name set out in Annex 02 .
Project Design Authority	has the meaning given to it in Schedule PS1 (Design Management and Assurance).
Project Information Systems	are all Information Systems to be used in connection with the Project as set out in Schedule SP1 (General Systems Requirements) section SP1-0002.
Project Manager	is in respect of each of the Project Contracts, the individual appointed as the “ <i>Project Manager</i> ” as defined in that Project Contract.
Project Management Office (PMO)	is the <i>Client’s</i> project management function for the Project.
Project Owner Controlled Insurance Policy	is the <i>Client’s</i> combined insurance policy for the Project, as described in the Project Contracts.
Project Quality Management System	is the quality management system for the Project to be developed by the <i>Consultant</i> in accordance with Schedule CS6 (Quality Management).
Project Requirements	are the requirements for the Project as set out in the document entitled “Project Requirements” as set out in Annex 02 .
Project Risk and Opportunities Register	is the document of that name set out in Annex 02 .
Project Site Office or Compound	are any Project-related offices or compounds that are not under the management of the Integrated Client Team but under the management of entities

	that include the Project Contractors, their subcontractors or Others.
Project Works	are the works to be designed, constructed, completed, tested and commissioned by the Project Contractors under the Project Contracts.
Protective Measures	are appropriate, technical and organisational measures which may include pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it including those outlined in PPN 02/18.
Public Interest Test	is a test which requires a public authority, or oversight body, weigh the harm that disclosure would cause to the protected interest against the public interest saved by disclosure of the information.
Quality Management Points	are point accrued by the <i>Consultant</i> in accordance with the Scope.
Quality Plan	has the meaning given in ISO 9001:2015.
Quality Statement	is the document submitted by the <i>Consultant</i> at time of tender.
Recipient	is the Party which receives or obtains directly or indirectly Confidential Information.
Relevant IPR	is IPRs used to Provide the Service or as otherwise provided and licensed by the <i>Consultant</i> (or to which the <i>Consultant</i> has provided access) to the <i>Client</i> or a third party in the fulfilment of the <i>Consultant's</i> obligations under the contract including IPRs in the Specially Written Software, the Consultant Software, the Consultant Background IPRs and the Third Party Software but excluding any IPRs in the Client Software and the Client Background IPRs.
Review Stage	is the period commencing 12 weeks prior to the end of each Delivery Phase (other than Phase 5) and ending on commencement of the next Delivery Phase during which the parties review the provision of the <i>service</i> and consider any efficiency gains or other changes which may benefit the Project.

Risk Quota	has the meaning given to it in the Contract Data of the Project Contracts.
Road Open for Traffic Date	is the date specified for Project Contract Completion in the Contract Data of the Project Contracts.
Security Incident	is a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Data.
Services and Systems Schedules	are the Services Schedules and the Systems and Processes Schedules, which together set out the detailed requirements for the <i>service</i> .
Services Schedules	are the Core Services Schedule, the Phase Specific Services Schedule and the Optional Services Schedule together.
Stage Gate Assessment Review (SGAR)	is a stage gate assessment review under the Project Control Framework.
Simple Mail Transfer Protocol (SMTP)	is a protocol for sending e-mail messages between servers.
Site Connectivity Surveys	are surveys conducted by the <i>Consultant</i> at ICT Locations to assess what equipment and activity is required in providing internet connectivity via Wi-Fi and LAN cables.
Small to Medium Enterprise (SME)	is an enterprise within the category of Small, Medium or Micro Enterprises defined by the European Commission Recommendation of 6 May 2003 concerning the definition of Small, Medium or Micro Enterprises. A SME is a subcontractor (at any stage of remoteness from the <i>Client</i>) and is autonomous and is a European Union enterprise not owned or controlled by a non-European Union parent company.
Software Supporting Materials	are <ul style="list-style-type: none"> the Documentation, Source Code and the Object Code of the Specially Written Software and all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software.

Software Schedule	is the <i>software schedule</i> unless later changed in accordance with the contract.
Source Code	is computer programs and data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software.
Specially Written Software	<p>is any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the <i>Consultant</i> (or by a subcontractor (at any stage of remoteness from the <i>Client</i>) or other third party on behalf of the <i>Consultant</i>) specifically for the purposes of the contract, including</p> <ul style="list-style-type: none"> • any Consultant Background IPRs that are embedded in or which are an integral part of such software and • any modifications or enhancements to Consultant Software or Third Party Software created specifically for the purposes of the contract.
Staff	are persons employed or engaged by the <i>Consultant</i> or an Associated Company or any subcontractor (at any stage of remoteness from the <i>Client</i>) to Provide the Service at any time.
Strategic Road Network	is the strategic road network maintained by the <i>Client</i> including trunk roads and highways.
Structured Innovation	is a technique that generates ideas for efficient ways of working, contributing to cost savings.
Sub-Processor	is a third party (including Associated Company) engaged by the <i>Consultant</i> to process Data.
Supervisor	is in respect of each of the Project Contracts, the “ <i>Supervisor</i> ” as defined in that Project Contract.
Supervisory Authority	is any regulatory, supervisory, governmental or other competent authority with jurisdiction or oversight over the Data Protection Legislation.
Systems and Processes	are those parts of the <i>service</i> as set out in the Systems and Processes Schedules.

Systems and Processes Schedules	are Schedules SP1 to SP26 inclusive annexed to the Scope.
Target Budget	is the target budget for each of the Project Contracts as set out therein.
Technical Partner	is “LTC-Cascade” (a consortium comprising CH2M HILL United Kingdom, Arcadis Consulting (UK) Limited and COWI A/S), or any replacement technical partner notified to the <i>Consultant</i> by the <i>Service Manager</i> .
Technical Partner Contract	is the contract between the <i>Client</i> and the Technical Partner for the provision of technical services in relation to the Project.
Technical Partner Contract Scope	is the scope of services contained in the Technical Contract (or any task order issued pursuant thereto).
Third Party	is a party to a Third Party Agreement, other than the <i>Client</i> .
Third Party Agreements	are those agreements, covenants, land access agreements, easements, restrictions, reservations, encumbrances and statutory agreements to be provided to the <i>Consultant</i> by the <i>Client</i> in accordance with Schedule PS7 – Utilities Management and Third Party Agreements Support (including arrangements relating to any works undertaken pursuant to NRSWA), together with any new or amended agreements, covenants, easements, restrictions, reservations, encumbrances and statutory agreements relating to or affecting the <i>works</i> between the <i>Client</i> and any Third Party which are notified to the <i>Consultant</i> in an instruction issued by the <i>Service Manager</i> .
Third Party Software	is software which is proprietary to any third party (other than an Affiliate of the <i>Consultant</i>) which in any case is, will be or is proposed to be used by the <i>Consultant</i> for the purposes of Providing the Service, including the software specified as such in the Software Schedule and including OSS.
Tunnel Administrative Authority	has the meaning given to it in the Road Tunnel Safety Regulations 2007
Tunnel Manager	has the meaning given to it in the Road Tunnel Safety Regulations 2007

Tunnel Safety Case	has the meaning given to it in the Road Tunnel Safety Regulations 2007
Tunnel Safety Officer	has the meaning given to it in the Road Tunnel Safety Regulations 2007

Acronym list (terms are as further defined above or in the *conditions of contract*).

Acronym	Meaning
BCP	Business Continuity Plan.
BIM	Building Information Modelling.
BRCF	Benefit Realisation Capture Form
BYOCD	Bring Your Own Corporate Device.
CAD	Computer Aided Design.
CDM	The Construction (Design and Management) Regulations 2015 .
CDR	Common Data Rate.
CEMAR	The <i>Client's</i> Contract Event Management Analytics and Reporting as described in Annex 09 .
CIP	The <i>Client's</i> Complex Infrastructure Programme directorate.
CRaMS	Commercial Reporting and Monitoring System.
CRM	Customer Relationship Management.
CRMT	Commitments and Requirements Management Tool.
DCO	Development Consent Order.
DLOA	Detailed Local Operating Agreement.
DMRB	Design Manual for Roads and Bridges.
EDMS	Electronic Document Management System.
EEA	European Economic Area.

EUC	End User Computing.
EVM	Earned Value Management
GIS	Global Information System.
HSE	Health and Safety Executive
ICT	Integrated Client Team.
IPRs	Intellectual Property Rights.
ITS	Intelligent Transport Systems.
JML	Joiners, Movers and Leavers.
LAN	Local Area Network.
MCHW	Manual of Contract Documents for Highway Works.
MTToPD	Maximum Tolerable Period of Disruption.
NRSAWA	New Roads and Streetworks Act 1991.
PCF	Project Control Framework.
PMO	Project Management Office.
QCRA	qualitative cost risk analysis.
QSRA	qualitative schedule risk analysis.
SGAR	Stage Gate Assessment Review.
SMTP	Simple Mail Transfer Protocol.
SME	Small to Medium Enterprise.
TBM	Tunnel Boring Machine.
VLAN	Virtual Local Area Network.
WBS	Work Breakdown Structure.



Highways England Company Limited

Scope

Annex 02

Reference Documents

Annex 2A: General reference documents

Annex 2B: Project specific reference documents

ANNEX 2A – GENERAL REFERENCE DOCUMENTS

Scope Reference	Document Name	Published by / Available from
Annex 12 – 1.1.3	Annual Communications Plan	See folder in E-TENDERING SYSTEM NOTE: there is no 19/20 plan however there will be a 20/21 plan.
Annex 12 – 1.1.1	Annual Communications Strategy	See folder in E-TENDERING SYSTEM
Annex 06 – Appendix B	Apprenticeship data collection form	See folder in E-TENDERING SYSTEM
S560.4 and S1405/ S1410	Asset Data Management Manual	http://www.standardsforhighways.co.uk/ha/standards/admm/index.htm
Annex 07 – 1.1.3 & 1.1.6	Behavioural Maturity Framework	See folder in E-TENDERING SYSTEM
Annex 04 – 3.2.3 and Appendix A	BPSS Form and guidance	See folder in E-TENDERING SYSTEM
Schedule SP15	BS 1192	https://www.bsigroup.com/en-GB/standards/
Annex 04 – 3.1.2 & 3.2.3	Cabinet Office Website	https://www.gov.uk/government/publications/security-policy-framework
S535.1	CEN/TS 16880	https://www.bsigroup.com/en-GB/standards/
Annex 15 – 2.10.2	Chief Highway Engineer Memo 195/07	See folder in E-TENDERING SYSTEM
Annex 15 – 2.10.2	Chief Highway Engineer Memo 415/18 Incident Reporting Standard (“CHE 415”)	See folder in E-TENDERING SYSTEM

Annex 09 – 2.1.4	Chief Information Officer Memo 01/09	See folder in E-TENDERING SYSTEM
Annex 09 – 2.1.4	Chief Information Officer Memo 04/08	See folder in E-TENDERING SYSTEM
Annex 09 – 2.1.4	Chief Information Officer Memo 05/08	See folder in E-TENDERING SYSTEM
Schedule PS9	CIP Planning Manual	See folder in E-TENDERING SYSTEM
Schedule CS3	CIP Reporting Templates	See folder in E-TENDERING SYSTEM
Schedule SP19	CIP Sample Service Level KPIs'	See folder in E-TENDERING SYSTEM
S516.3	<i>Client's</i> air quality strategy	https://www.gov.uk/government/publications/highways-england-air-quality-strategy
Annex 05 – 1.2.10	<i>Client's</i> Corporate Complaints Process	See folder in E-TENDERING SYSTEM
Annex 09 – 2.3.1	<i>Client's</i> Data handling policy	See folder in E-TENDERING SYSTEM
S517.2	<i>Client's</i> environmental strategy	https://www.gov.uk/government/publications/highways-england-environment-strategy
S105.14 and Annex 15 – 1.24.1	<i>Client's</i> Home Safe and Well initiative	see E-TENDERING system https://assets.highwaysengland.co.uk/about-us/Home+Safe+and+Well+Strategy+2019.pdf
Annex 15 – 1.23	<i>Client's</i> Raising the Bar Initiative	https://www.gov.uk/government/collections/health-and-safety-for-major-road-schemes-raising-the-bar-initiative
Annex 12 – 1.4.1	<i>Client's</i> Social Media Policy	https://www.gov.uk/government/organisations/highways-england/about/social-media-use

S516.1, S516.2 and S517.2	<i>Client's</i> Sustainable Development Strategy	https://www.gov.uk/government/publications/highways-england-sustainable-development-strategy
Annex 05 – 1.2.15	<i>Clients</i> Customer Service Strategic Plan	See folder in E-TENDERING SYSTEM
Schedule SP19	<i>Client's</i> Procurement Strategy	See folder in E-TENDERING SYSTEM
S517.3	<i>Clients</i> Road to Good Design	The road to good design: Highways England's design vision and principles
Clause Z52.5	Code of Practice on Workforce Matters in Local Customer Service Contracts (as currently contained in COPM Circular 3/03, Annex D)	https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/8332/134855.pdf
S544.1	Collaborative Performance Framework (CPF)	See folder in E-TENDERING SYSTEM
S508.3	Conflict of Interest Information	See folder in E-TENDERING SYSTEM
Annex 15 1.13	Construction (Design and Management) Regulations 2015 (CDM)	http://www.legislation.gov.uk/uksi/2015/51/contents/made
S555.6	Crown Commercial Services Guidance Note Publication of Government Tenders & Contracts November 2017 or later revision or replacement.	https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/666728/Guidance_Publication_of_New_Central_Government_Tender_documents_and_Contracts_2017_1_1_.pdf
Annex 05 – 1.2.2 & 1.2.3	Customer Service Strategy – Better Journeys and Better Conversations	https://www.gov.uk/government/publications/customer-service-strategy
Annex 04 – Appendix A	Data Protection Act 2018	https://www.gov.uk/government/publications/data-protection-bill-general-processing

Annex 08	Data Protection Legislation	General Data Protection Regulation (EU 2016/679) Law Enforcement Directive (LED) (Directive EU 2016/680) Data Protection Act 2018
S508.3	Declaration of Interest Form	See folder in E-TENDERING SYSTEM
Schedule PS1	Design Manual for Roads and Bridges	http://www.standardsforhighways.co.uk/ha/standards/dmr/index.htm
S507.3	Dignity at Work Guidance	See folder in E-TENDERING SYSTEM
Annex 04 – 4.6.3 and Appendix A	Disclosure and Barring Service	https://www.gov.uk/government/organisations/disclosure-and-barring-service/about
Annex 01 and S555	Environmental Information Regulations 2004 or later revision or replacement.	Environmental Regulations 2004
S507.3	Equal Opportunities Policy	See folder in E-TENDERING SYSTEM
Annex 04 - 4.4.3	Equality Act 2010	http://www.legislation.gov.uk/ukpga/2010/15/contents
Annex 15 – 1.3.1	Essentials of Managing Construction Health Risks	https://hse.gov.uk/construction/healthrisks/managing-essentials/essentials.pdf
Annex 15 – 1.20	Fleet Operator Recognition Scheme (FORS)	https://www.fors-online.org.uk/cms/
S555	Freedom of Information Act 2000 or later revision or replacement.	http://www.legislation.gov.uk/ukpga/2000/36/contents
Schedule PS5	GG103 Introduction and General Requirements for Sustainable Development and Design	GG 103 Introduction and General Requirements for

		Sustainable Development and Design.
S516 and S517	Government Buying Standards Transport 2017	https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs
S1405.2	Government's Strategy for Building Information Modelling (BIM) – Cabinet Office Government Construction Strategy papers (May 2011 and 2016)	https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/61152/Government-Construction-Strategy_0.pdf https://www.gov.uk/government/publications/government-construction-strategy-2016-2020
Annex 11 – 1.3.6	Guidance on Knowledge Transfer Packs	https://kol.withbc.com/HA-Lean/
Schedule SP4	HE IT Acceptable Usage Policy	See folder in E-TENDERING SYSTEM
Annex 15	Health and Safety at Work Act	http://www.legislation.gov.uk/ukpga/1974/37/contents
Appendix A to Annex 04 , BPSS Form, Guidance Notes, Annex B, Applicant details and identity verification	Her Majesty's Passport Office guidance	https://www.gov.uk/government/publications/basic-passport-checks
Appendix A to Annex 04	Highways England BPSS Privacy Notice	See folder in E-TENDERING SYSTEM
S509.1	Highways England Anti Fraud, Bribery and Corruption Policy	See folder in E-TENDERING SYSTEM
S502.4 and Schedule SP4	Highways England business continuity self-assessment assurance document	See folder in E-TENDERING SYSTEM

Schedule SP15	Highways England Company Records Policy	See folder in E-TENDERING SYSTEM
Annex 11 – 1.2.1	Highways England Delivery Plan	https://www.gov.uk/government/publications/highways-england-delivery-plan-2015-2020
S509.1	Highways England Fair Payment Charter	See folder in E-TENDERING SYSTEM
Schedule CS5	Highways England HR Strategy	See folder in E-TENDERING SYSTEM
Schedule CS5	Highways England Industrial Relations Strategy and Policy	See folder in E-TENDERING SYSTEM
S513	Highways England Information Security Data Security Standard	See folder in E-TENDERING SYSTEM
Schedule SP10	Highways England's IT telephony strategy	See folder in E-TENDERING SYSTEM
Schedule CS5	Highways England Non-Disclosure Agreement.	See folder in E-TENDERING SYSTEM
Annex 12 – 1.5.1, Schedule CS2	Highways England: Our Visual Identity	See folder in E-TENDERING SYSTEM
Annex 04 – 2.2.1	HMG Baseline Personnel Security Standard v6.0 - May 2018	https://www.gov.uk/government/publications/government-baseline-personnel-security-standard
S513.2	HMG Government Security Classifications	https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/715778/May-2018_Government-Security-Classifications-2.pdf
Annex 04 – 1.1.1	HMG Security Policy Framework version 1.1 – May 2018	https://www.gov.uk/government/publications/security-policy-framework

Annex 15 – 1.3.2 and 1.10.1	GG 128 - Requirements for reporting incidents, events and undesirable circumstances: health, safety, wellbeing, structural and environmental (“GG 128”)	http://www.standardsforhighways.co.uk/ha/standards/dmr/vol0/section2/GG%20128%20Requirements%20for%20reporting%20incidents%20events%20and%20undesirable%20circumstances%20-web.pdf
S560.4	IAN182/14A – Major Schemes: Enabling Handover into Operations and Maintenance	http://www.standardsforhighway.co.uk/ha/standards/ians/pdfs/ian182_14A.pdf
Annex 09 – 2.4.2	Information Security Incident Management Requirements	See folder in E-TENDERING SYSTEM
Annex 09 – 2.3.1	Information Security Secure Data Handling Requirements	See folder in E-TENDERING SYSTEM
S503.1	Insurance Act 2015	http://www.legislation.gov.uk/ukpga/2015/4/contents/enacted
S535.1 and S535.4	ISO 9001	https://www.bsigroup.com/en-GB/standards/
S535.1	ISO 9004	https://www.bsigroup.com/en-GB/standards/
S535.1	ISO 14001	https://www.bsigroup.com/en-GB/standards/
Schedule PS4	ISO 22301:2019	https://www.bsigroup.com/en-GB/standards/
Schedule PS4	ISO/IEC 27031	https://www.bsigroup.com/en-GB/standards/
S535.2	ISO 31000	https://www.bsigroup.com/en-GB/standards/
S535.1	ISO 44000	https://www.bsigroup.com/en-GB/standards/
S517.2	LA 120 Environmental Management Plans	http://www.standardsforhighway.co.uk/ha/standards/dmr/vol11

		/section2/LA%20120%20Environmental%20management%20plans-web.pdf
Annex 11 – 1.5.1	Lean Benefits Realisation Guide – guidance on BRCF's	See folder in E-TENDERING SYSTEM
Annex 11 – 1.4.5	Lean Maturity Assessment & A3 format performance report	https://www.gov.uk/guidance/highways-england-lean-maturity-assessment-helma
Schedule SP15	Major Projects Document Management Manual	See folder in E-TENDERING SYSTEM
Schedule PS10	Major Projects Risk Management Manual	See folder in E-TENDERING SYSTEM
Annex 15 1.13	Management of Health and Safety at Work Regulations	http://www.legislation.gov.uk/uksgi/1999/3242/contents/made
Schedule PS1	Manual of Contract Documents for Highway Works (MCHW)	http://www.standardsforhighways.co.uk/ha/standards/mchw/index.htm
S507.7	Modern Slavery Act 2015	http://www.legislation.gov.uk/ukpga/2015/30/contents/enacted
S562.3	National Audit Act 1983	http://www.legislation.gov.uk/ukpga/1983/44/contents
Annex 09 – 1.4.6	National Cyber Security Centre End user device (EUD) security guidance	https://www.ncsc.gov.uk/guidance/end-user-device-security
Annex 01, Annex 09 – 1.11	New Roads and Street Works Act 1991	http://www.legislation.gov.uk/ukpga/1991/22/contents
Annex 12 – 1.5.1	'Normal not formal. A guide to our corporate narrative, tone of voice and writing style'	See folder in E-TENDERING SYSTEM
Annex 06 – Appendix A and Appendix C	Occupational descriptors	See folder in E-TENDERING SYSTEM

Annex 04 – 2.2.3	Part II – The Verification Process of the HMG Baseline Personnel Security Standard (BPSS)	https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/714002/HMG_Baseline_Personnel_Security_Standard_-_May_2018.pdf
Annex 04 – 2.7.1	Part IV – Post Verification Process of the HMG BPSS	https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/714002/HMG_Baseline_Personnel_Security_Standard_-_May_2018.pdf
Schedule SP15	PAS 19650	https://www.bsigroup.com/en-GB/standards/
S555.4 and S555.5	PPN 01/17: Update to the Transparency Principles 16 February 2017 or later revision or replacement.	https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles
Annex 08 – 1.1.3 and 1.1.19	PPN 02/18: Changes to Data Protection Legislation & General Data Protection Regulation	https://www.gov.uk/government/publications/procurement-policy-note-0218-changes-to-data-protection-legislation-general-data-protection-regulation https://www.gov.uk/government/publications/procurement-policy-note-0218-changes-to-data-protection-legislation-general-data-protection-regulation
S826.3	PPN Procurement Policy Note 01/18: Supply Chain Visibility	https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/698482/PPN_0118_Contract_Condition_for_Subcontracting_Supply_chain_spend_on_CF_financial.docx.pdf

S516.1 and S516.2	Procurement Policy Note 7/14 entitled "Implementing Article 6 of the Energy Efficiency Directive"	https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/316683/PPN_07-14_implementing_article_6_of_the_energy_efficiency_directive.pdf
S519	Project Control Framework	See folder in E-TENDERING SYSTEM
S519	Project Control Framework Handbook	See folder in E-TENDERING SYSTEM
S509.1	"Raising Concerns at Work" Policy	See folder in E-TENDERING SYSTEM
Annex 06 – Appendix A	Recruiting for Success	See folder in E-TENDERING SYSTEM
Annex 04 – 2.6.2	Rehabilitation of Offender Act 1974	http://www.legislation.gov.uk/ukpga/1974/53
S105.5	RIS 2	https://www.gov.uk/government/publications/road-investment-strategy-2-ris2-2020-to-2025
S501	Risk policy and strategy for the management of risk	See folder in E-TENDERING SYSTEM
Annex 01	Road Tunnel Safety Regulations 2007	Road Tunnel Safety Regulations 2007
Appendix A to Annex 04 , BPSS Form, Section 4, para. 4.1	Scotland or Northern Ireland criminal record check process	https://www.gov.uk/request-copy-criminal-record
Annex 04 – 1.1.1	Security Policy 3	https://webarchive.nationalarchives.gov.uk/+/http://www.cabinetoffice.gov.uk/spf/sp3_ps.aspx
Annex 04 –	Security Team email	securityteam@highwaysengland

1.3.2		.co.uk
Annex 09 – 1.11	Specification for Highway Works	http://www.standardsforhighways.co.uk/ha/standards/mchw/vol1/
Annex 09 – 2.14	Statement of Highways England's IT Security Policy	See folder in E-TENDERING SYSTEM
Annex 09 – 1.11	Supply Chain Portal	https://supplychainportal.highwaysengland.co.uk
	The Bribery Act 2010	http://www.legislation.gov.uk/ukpga/2010/23/contents
S556	The Official Secret Act 1989	https://www.legislation.gov.uk/ukpga/1989/6/introduction
S555	The Public Interest Disclosure Act 1998 or later revision or replacement.	http://www.legislation.gov.uk/ukpga/1998/23/contents
Annex 09 – 2.4.3	The Security Incident Management Process	See folder in E-TENDERING SYSTEM
S105.11 and Annex 11	The Strategic Business Plan 2015 – 2020	https://www.gov.uk/government/publications/highways-england-strategic-business-plan-2015-to-2020
Annex 09 – 1.11	Traffic Management Act 2004	http://www.legislation.gov.uk/ukpga/2004/18/contents
Clause Z52	Transfer of Undertakings (Protection of Employment) Regulations 1981	https://www.legislation.gov.uk/uk/si/1981/1794/contents/made
Annex 06 – 1.2.1	Transport Infrastructure Efficiency Strategy	https://www.gov.uk/government/publications/transport-infrastructure-efficiency-strategy
Annex 06 – 1.2.1	Transport Infrastructure Skills Strategy	https://www.gov.uk/government/publications/transport-infrastructure-skills-strategy-building-sustainable-skills

Appendix A to Annex 04 , BPSS Form, Guidance Notes, Annex C, Nationality and right to work	UK Visas and Immigration guidance on right to work and record retention	https://www.gov.uk/government/collections/employers-illegal-working-penalties
Appendix A to Annex 0.4 , BPSS Form, Section 2, para. 2.2	UK Visas and Immigration's "Right to Work" acceptable documents and guidance	Acceptable documents: https://www.gov.uk/government/organisations/disclosure-and-barring-service/about https://www.gov.uk/government/publications/right-to-work-checklist Guidance: https://www.gov.uk/government/organisations/disclosure-and-barring-service/about https://www.gov.uk/government/publications/right-to-work-checks-employers-guide
Annex 15 1.1.1 &	Health and safety policies, procedures, and guidance notes	http://www.highwayssafetyhub.com/
Annex 15 1.2.1	ISO45001:2018	https://www.iso.org/iso-45001-occupational-health-and-safety.html
Annex 15 1.7.2	The Institution of Occupational Safety and Health	https://www.iosh.com/
Annex 15 1.7.2	National Examination Board in Occupational Safety and Health (NEBOSH)	https://www.nebosh.org.uk/home/
Annex 15 1.13.	Health and Safety Executive (HSE) F10.	https://www.hse.gov.uk/forms/notification/f10.htm

Annex 15 1.13.3	Construction Industry Training Board (CITB) guidance	https://www.citb.co.uk/about-citb/partnerships-and-initiatives/construction-design-and-management-cdm-regulations/cdm-regulations/
Annex 15 1.18.2	Health and Safety Maturity Matrix	see E-TENDERING system
Annex 15 1.20.2	Driving for Better Business	see E-TENDERING system
Annex 15 1.2.1	HSG65 Managing for Health and Safety	https://www.hse.gov.uk/publications/books/hsg65.htm
Annex 15 1.25	General Guidance 105 asbestos management (GG105)	http://www.standardsforhighways.co.uk/ha/standards/dmr/vol0/section2/GG%20105%20Asbestos%20management-web.pdf

ANNEX 2B – PROJECT SPECIFIC REFERENCE DOCUMENTS

Scope Reference	Document Name	Published by / Available from
Schedule CS5	Acceptable Use Policy	See folder in E-TENDERING SYSTEM
Schedule CS6	Ancillary Contract Scopes	See folder in E-TENDERING SYSTEM
Schedule CS4	Balanced Scorecard and metrics	See folder in E-TENDERING SYSTEM
Schedule PS3	Baseline Instrumentation and Monitoring Data	The I&M data held within the Highways England LTC ArcGIS system
Schedule CS5	Behaviours and Values Statement	See folder in E-TENDERING SYSTEM
Schedule PS1	BIM execution plan	See folder in E-TENDERING SYSTEM
Schedule PS1, PS5	BIM Model and data prepared by the Technical Partner	The BIM Model DR3 held by the Technical Partner
Schedule PS4	Budget Land Costs	The Lower Thames Crossing Land Cost Estimate Report
Schedule PS5	Carbon and Energy Plan	See folder in E-TENDERING SYSTEM
Schedule PS5	Carbon Tool	The carbon tool detailed in the ES App 15.1 – Carbon and Energy Plan
Schedule CS1	CDM Management Plan	To be provided by the <i>Service Manager</i> once granted
Schedule PS1	Change Control Strategy and Plan	See folder in E-TENDERING SYSTEM
Schedule PS1	Client Scheme Requirements	See folder in E-TENDERING SYSTEM

Schedule CS6	Commercial Partner Scope	See folder in E-TENDERING SYSTEM
Schedule CS4	Conflicts of Interest Compliance and Implementation Policy Presentation	See folder in E-TENDERING SYSTEM
Schedule CS2	CRM data on stakeholder engagement	The CRM stakeholder data held within the Highways England LTC Microsoft Dynamics CRM system
Schedule PS4	CRM records and data for land owner communications	The CRM land owner communications data held within the Highways England LTC Microsoft Dynamics CRM system
Schedule CS2	CRM System for Managing Stakeholders	The Highways England LTC Microsoft Dynamics CRM System
Schedule CS5	Cyber Security Policy	See folder in E-TENDERING SYSTEM
Schedule PS1, PS2, PS8, PS9, PS10	Delegated Duties – Project Manager (Project Contracts)	See folder in E-TENDERING SYSTEM
Schedule PS10	Delegated Duties – Service Manager (Commercial Partner Contract)	To be provided by the <i>Service Manager</i> during the Mobilisation Phase
Schedule PS9	Delegated Duties – Supervisor (Project Contracts)	See folder in E-TENDERING SYSTEM
Schedule PS1	Design within Development Consent Order Submission to PINS	The BIM Model DR3 held by the Technical Partner
Schedule PS1	Design Management Strategy	See folder in E-TENDERING SYSTEM
Schedule PS1	Design risk statement prepared by the Technical Partner	The design risk statement for DR3 held by the Technical Partner

Schedule PS7	Details of all possessions, outages, diversions, strengthening, protection measures, enhancements or renewals which are agreed with the Third Parties	To be provided by the <i>Service Manager</i> once granted
Schedule PS2, PS9	DCO Construction Report	See folder in E-TENDERING SYSTEM
Schedule PS5	Development Consent Order Submission to PINS	To be provided by the <i>Service Manager</i> once granted
Schedule CS6	Document Management and Business Collaborator (BC) Training	See folder in E-TENDERING SYSTEM
Schedule CS5	Drugs and Alcohol Policy	See folder in E-TENDERING SYSTEM
Schedule CS5	Drugs and Alcohol Procedure	See folder in E-TENDERING SYSTEM
Schedule CS5	Employee Engagement Strategy	See folder in E-TENDERING SYSTEM
Schedule PS5	Environmental Aspects and Impacts Identification Register	See folder in E-TENDERING SYSTEM
Schedule PS5	Environmental baseline instrumentation and monitoring data	The data held within the Highways England LTC ArcGIS system
Schedule PS5	Environmental Compliance Obligations	See folder in E-TENDERING SYSTEM
Schedule PS5	Environmental and sustainability management risk report	Included within DCO BC link
Schedule CS5	Equality, Diversity and Inclusion (EDI) Statement of Intent	See folder in E-TENDERING SYSTEM
Schedule PS5	Environment Strategy	See folder in E-TENDERING SYSTEM
Schedule PS4	Forecast of land costs	See folder in E-TENDERING SYSTEM

Schedule PS5	GG103 Introduction and General Requirements for Sustainable Development and Design	GG 103 Introduction and General Requirements for Sustainable Development and Design.
Schedule PS4	GIS Land Take Mapping	The land take mapping data held within the Highways England LTC ArcGIS system
Schedule PS4	GIS Management Procedures	See folder in E-TENDERING SYSTEM
Schedule PS1, PS5	GIS Model and data prepared by the Technical Partner	The data held within the Highways England LTC ArcGIS system
Schedule PS4	GIS Service Level Agreement	See folder in E-TENDERING SYSTEM
Schedule PS4	GIS Standards	See folder in E-TENDERING SYSTEM
Schedule PS1	Governance for the Project Design Authority	To be provided by the <i>Service Manager</i> during the Mobilisation Phase
Schedule CS1	Health, Safety, Security and Wellbeing (HSSW) Strategy	See folder in E-TENDERING SYSTEM
Schedule CS5	Information Handling Policy	See folder in E-TENDERING SYSTEM
Schedule CS5	Integrated Client Team Organisational Design	See folder in E-TENDERING SYSTEM
Schedule CS2	Integrated Stakeholder Engagement and Communications Plan	See folder in E-TENDERING SYSTEM
Schedule CS3	Integrated Project Controls Manual	See folder in E-TENDERING SYSTEM
Schedule PS2, PS3, PS6, PS7, PS11, PS12	Interface Matrix	See folder in E-TENDERING SYSTEM

Schedule PS2	Interfacing agreements made with the <i>Client's</i> operational teams managing the Strategic Road Network which connects to the Project	The agreements are the Network Performance Criteria, Combined Operations Plan and Maintenance and Repair Strategy all of which have been assured for SGAR 3
Schedule PS2	Interfacing agreements made with the local authority operational teams managing the Local Road Network which connects to the Project	To be provided by the <i>Service Manager</i> during the Mobilisation Phase
Schedule PS11, PS12	ITS architecture and concept design	See folder in E-TENDERING SYSTEM
Schedule PS4	Land referencing as set out within Development Consent Order Submission to PINS	Included within DCO BC link
Schedule PS4	Land-take Requirements set out within Development Consent Order Submission to PINS	Included within DCO BC link
Schedule CS4	Legacy and Benefits Baseline Data	The Benefits Realisation and Evaluation Plan and the Legacy Benefits Appraisal Summary Table
Schedule CS4	Legacy and Benefits Strategy	See folder in E-TENDERING SYSTEM
Schedule CS5	LTC Anti-Harassment and Bullying Policy	See folder in E-TENDERING SYSTEM
Schedule CS4	LTC Conflict of Interest: Compliance and Implementation Guide	See folder in E-TENDERING SYSTEM
Schedule CS3	LTC Document Control Policy	See folder in E-TENDERING SYSTEM
Schedule CS3	LTC Glossary	See folder in E-TENDERING SYSTEM
Schedule CS3	LTC Project Management Plan	See folder in E-TENDERING SYSTEM
Schedule	LTC Vision and Strategic Goals	See folder in E-TENDERING

CS5		SYSTEM
Schedule CS3	Outline Business Case	See folder in E-TENDERING SYSTEM
Schedule PS11, PS12	Operations requirements for the Strategic Road Network at the M25, A13 and A2 / M2 interfaces	The Combined Operations Plan which has been assured for SGAR 3
Schedule CS5	Password Policy	See folder in E-TENDERING SYSTEM
Schedule CS6, PS1	PCF 241 Network Performance Criteria and Charging	See folder in E-TENDERING SYSTEM
Schedule CS2	PGN 03 Stakeholder Engagement Requirements	To be provided to the Integration Partner via system transfer
Schedule PS4	PGN 04 Land and Property Requirements	See folder in E-TENDERING SYSTEM
Schedule PS6	Pre Enabling Works Task Orders	The Delivery Agreement 1 and the Delivery Agreement 2
Schedule PS1, PS12	Project Asset Management Strategy	See folder in E-TENDERING SYSTEM
Schedule PS2, PS9	Project Baseline Programme	See folder in E-TENDERING SYSTEM
Schedule CS3, PS8, PS10	Project Budget	See folder in E-TENDERING SYSTEM
Schedule CS3	Project Change Control Process	See folder in E-TENDERING SYSTEM
Schedule CS3	Project Change Control Register	To be provided by the <i>Service Manager</i> once granted
Schedule CS3	Project Committee Procedure	See folder in E-TENDERING SYSTEM
Schedule CS2	Project Communications and Stakeholder Management Strategy	See folder in E-TENDERING SYSTEM

Schedule PS11, PS12	Project Concept of Operation	See folder in E-TENDERING SYSTEM
Schedule PS3, PS7	Project Consents and Commitments Register	To be provided by the <i>Service Manager</i> once granted
Schedule CS1, CS2, CS3, CS4, CS6, PS1, PS2, PS3, PS5, PS7, PS8, PS9, PS10, PS11, PS12	Project Contract Scopes	See folder in E-TENDERING SYSTEM
Schedule PS2, PS9	Project Cost Breakdown Structure	See folder in E-TENDERING SYSTEM
Schedule SP15	Project Document Management Execution Plan	See folder in E-TENDERING SYSTEM
Schedule SP15	Project Document Numbering and Revisioning Standard	See folder in E-TENDERING SYSTEM
Schedule SP15	Project Document Numbering Tables	See folder in E-TENDERING SYSTEM
Schedule SP15	Project EDMS User Guide	See folder in E-TENDERING SYSTEM
Schedule PS4	Project Execution Plan Land and Property	See folder in E-TENDERING SYSTEM
Schedule CS1	Project Health and Safety File	The project health and safety file for DR3 held by the Technical Partner
Schedule PS10, CS3	Project Issues Management and Risk Forecasting Strategy	See folder in E-TENDERING SYSTEM
Schedule PS1, PS2, PS11, PS12	Project Network Operations and Maintenance Strategy	See folder in E-TENDERING SYSTEM
Schedule PS10	Project Issues Management and Risk Forecasting Strategy	See folder in E-TENDERING SYSTEM

Schedule PS1, PS11, PS12	Project Network Performance Criteria	See folder in E-TENDERING SYSTEM
Schedule CS3	Project Plan Template	See folder in E-TENDERING SYSTEM
Schedule CS3	Project Reporting Calendar	See folder in E-TENDERING SYSTEM
Schedule CS3, PS1	Project Requirements	See folder in E-TENDERING SYSTEM
Schedule PS10	Project Risk and Opportunities Register	See folder in E-TENDERING SYSTEM
Schedule PS2, PS9	Project Risk Breakdown Structure	See folder in E-TENDERING SYSTEM
Schedule CS1	Project safety data	The Project Health and Safety File and the HSSW Dashboard
Schedule PS9	Project site based production metrics	To be provided by the <i>Service Manager</i> once granted
Schedule PS1, PS11, PS12	Project Testing and Commissioning Strategy	See folder in E-TENDERING SYSTEM
Schedule PS9	Project WBS Coding Requirements	The WBS Coding Master document
Schedule PS1, PS12	Project Whole Life Cost Model	To be provided by the <i>Service Manager</i> once granted
Schedule PS2, PS9	Project Work Breakdown Structure	See folder in E-TENDERING SYSTEM
Schedule PS7	Report detailing all Third Party coordinated design products which have been developed by the Technical Partner or by Third Parties subsequent to SGAR 3	The Lower Thames Crossing Certificate for Full Stage End SGAR 3
Schedule CS4	Reporting and KPI Management Strategy	See folder in E-TENDERING SYSTEM

Schedule PS5	Responsible Sourcing Strategy within Development Consent Order Submission to PINS	Included within DCO BC link
Schedule PS10	Risk Management Plan	See folder in E-TENDERING SYSTEM
Schedule PS10	Risk Management Strategy	See folder in E-TENDERING SYSTEM
Schedule CS4	Schedule of legacy benefits to be delivered by the <i>Consultant</i>	To be provided by the <i>Service Manager</i> once granted
Schedule PS1, PS5	SGAR 3 report	The Lower Thames Crossing Certificate for Full Stage End SGAR 3
Schedule CS4	Skills and Employment Strategy	See folder in E-TENDERING SYSTEM
Schedule CS1	Stage 3 Safety Plan	The project health and safety file for DR3 held by the Technical Partner
Schedule CS1	Stage 3 Safety and Hazard Log Report	The project health and safety file for DR3 held by the Technical Partner
Schedule PS5	Sustainable Development Strategy	See folder in E-TENDERING SYSTEM
Schedule CS4, PS5	Sustainability and Benefits Statement	See folder in E-TENDERING SYSTEM
Schedule PS2	Systems engineering concept of operations, systems architecture, draft minimum operating requirements and systems dependency mapping	See folder in E-TENDERING SYSTEM
Schedule SP4	Template BCP	To be provided by the <i>Service Manager</i> during the Mobilisation Phase
Schedule PS3	Third Party Agreements	To be provided by the <i>Service Manager</i> once granted.



Highways England Company Limited

Scope

Annex 03

Insurance

LIST OF CONTENTS

1 INSURANCE TABLE 50

1.1 PROFESSIONAL INDEMNITY INSURANCE..... 50

1.2 THIRD PARTY PUBLIC AND PRODUCTS LIABILITY INSURANCE ... 51

1.3 POLICIES TO BE TAKEN OUT AS REQUIRED BY UNITED KINGDOM
LAW..... 53

1 INSURANCE TABLE	
1.1 Professional Indemnity Insurance	
1.1.1	<p>Insureds</p> <ul style="list-style-type: none"> • <i>Consultant</i>
1.1.2	<p>Interest</p> <p>To indemnify the Insured (as set out in paragraph 1.1.1 above) for all sums which the Insured (as set out in paragraph 1.1.1 above) shall become legally liable to pay (including claimant's costs and expenses) as a result of any claim or claims first made against the Insured (as set out in paragraph 1.1.1 above) during the Period of insurance (as set out in paragraph 1.1.4 below) by reason of any act, error or omission arising from or in connection with professional services, advice, design and or specification relevant to the <i>service</i> or the contract</p>
1.1.3	<p>Territorial limits</p> <p>United Kingdom</p>
1.1.4	<p>Period of insurance</p> <p>The <i>Consultant</i> maintains this insurance from the <i>starting date</i> until twelve (12) years following Completion the whole of the <i>service</i> or termination of the contract whichever occurs earlier.</p>
1.1.5	<p>Cover features and extensions</p> <ul style="list-style-type: none"> • loss of documents and computer records extension, • legal liability assumed under contract, duty of care agreements and collateral warranties and • retroactive cover from the date of the contract or retroactive date no later than the date of the contract in respect of any policy provided on a "claims made" form of policy wording.
1.1.6	<p>Principal exclusions</p> <ul style="list-style-type: none"> • war related perils, • nuclear/radioactive risks, • insolvency of the Insured (as set out in paragraph 1.3.1 above) and • liability for death, illness, disease or bodily injury sustained by employees of the Insured (as set out in paragraph 1.3.1 above) arising out of the course of their employment.

1.2 Third Party Public and Products Liability Insurance
<p>1.2.1 Insureds</p> <ul style="list-style-type: none"> • <i>Consultant</i>
<p>1.2.2 Interest</p> <p>To indemnify the Insured (as set out in paragraph 1.2.1 above) in respect of all sums that the Insured (as set out in paragraph 1.2.1 above) may become legally liable to pay whether contractually or otherwise (including claimant's costs and expenses) as damages in respect of accidental</p> <ul style="list-style-type: none"> • death or bodily injury, illness or disease contracted by any person, • loss or damage to property or • interference to property or any easement right of air, light, water or way or the enjoyment or use thereof by obstruction, trespass, nuisance, loss of amenities <p>happening during the Period of insurance (as set out in paragraph 1.2.4 below) and arising out of or in connection with the service and the contract.</p>
<p>1.2.3 Territorial limits</p> <p>United Kingdom and elsewhere in the world in respect of non-manual visits.</p>
<p>1.2.4 Period of insurance</p> <p>The <i>Consultant</i> maintains the insurance from the <i>starting date</i> until the Completion of the whole of the <i>service</i> or termination of the contract whichever occurs earlier.</p>
<p>1.2.5 Cover features and extensions</p> <ul style="list-style-type: none"> • legal defence costs in addition to the limit of indemnity, • contingent motor vehicle liability, • Health & Safety at Work Act(s) clause, • Data Protection Legislation clause, • defence appeal and prosecution costs relating to the Corporate Manslaughter and Corporate Homicide Act 2007 and • indemnity to principals clause.

1.2.6	<p>Principal exclusions</p> <ul style="list-style-type: none">• war and related perils,• nuclear/radioactive risks,• liability for death, illness, disease or bodily injury sustained by employees of the Insured (as set out in paragraph 1.2.1 above) arising out of the course of their employment,• liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles,• liability in respect of predetermined penalties or liquidated damages imposed under the contract,• liability arising from the ownership, possession or use of any aircraft or marine vessels,• liability arising from contamination and pollution unless caused by a sudden, unintended, unexpected and accidental occurrence and• events more properly covered under the Professional Indemnity Insurance policy.
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1.3 Policies to be taken out as required by United Kingdom law	
1.3.1	Parties to the contract are required to meet their statutory insurance obligations in full. Insurances required to comply with all statutory requirements including, but not limited to, employers' liability insurance and motor third party liability insurance.
1.3.2	The limit of indemnity for the employers' liability insurance shall not be less than ten million pounds (£10,000,000) any one occurrence, the number of occurrences being unlimited during any annual period of insurance or such greater amount as is required by the applicable law for the duration of the contract or such greater period as is required by law.
1.3.3	The statutory insurances to contain an indemnity to principals clause in respect of claims made against the <i>Client</i> and other partners arising out of the performance of the partner of his duties under the contract.
1.3.4	The insurance shall be maintained from the date of the contract throughout the period of the contract.



Highways England Company Limited

Scope

Annex 04

Client's personnel security procedures

LIST OF CONTENTS

1	CLIENT'S PERSONNEL SECURITY PROCEDURES	57
1.1	MANDATORY OBLIGATIONS	57
1.2	SECURITY CHECKS – MINIMUM REQUIREMENTS	57
1.3	SECURITY CHECKS – ADDITIONAL VETTING REQUIREMENT	58
2	PART ONE – BPSS COMPLIANCE	58
2.1	PROCEDURES	58
2.2	SECURITY CHECK PROCESS FOR BPSS	59
2.3	VERIFICATION OF IDENTITY – OUTLINE REQUIREMENTS	60
2.4	NATIONALITY AND IMMIGRATION STATUS (INCLUDING AN ENTITLEMENT TO UNDERTAKE THE WORK IN QUESTION) – OUTLINE REQUIREMENTS	61
2.5	EMPLOYMENT OR ACADEMIC HISTORY (PAST 3 YEARS) – OUTLINE REQUIREMENTS	61
2.6	CRIMINAL RECORD (UNSPENT CONVICTIONS ONLY) – OUTLINE REQUIREMENTS	61
2.7	APPROVAL FOR EMPLOYMENT	62
2.8	INCOMPLETE OR UNSATISFACTORY BPSS VERIFICATION RECORDS	62
2.9	RENEWAL OF THE BPSS	62
2.10	ONGOING PERSONNEL SECURITY MANAGEMENT (“AFTERCARE”)	63
2.11	RETENTION OF DOCUMENTATION	63
3	PART TWO – NATIONAL SECURITY VETTING (NSV)	63
3.1	PROCEDURES	63

4	PART THREE – CABINET OFFICE EFFICIENCY AND REFORM	
	GROUP REQUIREMENTS	64
4.1	ADMITTANCE TO THE <i>CLIENT'S</i> PREMISES	64
4.2	PASSES	64
4.3	RECORDED IMAGES	65
5	BASELINE PERSONNEL SECURITY STANDARD (BPSS) CHECK ...	65
5.1	INTRODUCTION	65
	APPENDIX A - BASELINE PERSONNEL SECURITY STANDARD (BPSS)	
	FORM AND GUIDANCE	66

1 CLIENT'S PERSONNEL SECURITY PROCEDURES	
1.1 Mandatory obligations	
1.1.1	The <i>Client</i> 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 version 1.1 – May 2018 (see link in Annex 02) issued by the Cabinet Office as amended from time to time (referred to here as the "Security Policy Framework").
1.1.2	The Security Policy Framework is available to be downloaded from the Cabinet Office website (see link in Annex 02). The <i>Consultant</i> familiarises itself with the objectives and principles embodied within the Security Policy Framework, in addition to the mandatory obligations extracted from the Security Policy Framework and set down in this Annex 04 .
1.1.3	The <i>Consultant</i> ensures that the appropriate level of personnel security is obtained and maintained for all Staff in accordance with the Security Policy Framework.
1.1.4	The <i>Service Manager</i> notifies the <i>Consultant</i> of any revisions to the personnel security requirements arising as a consequence of subsequent amendments to the Security Policy Framework and agrees any remedial action required by the <i>Consultant</i> as a result of the amendments.
1.1.5	In addition to the requirements set out in the Security Policy Framework, the Cabinet Office Efficiency and Reform Group has introduced security requirements in relation to working area admittance, passes and photographs. These requirements are set out in Part Three of this Annex 04 below.
1.2 Security checks – Minimum requirements	
1.2.1	<p>The HMG Baseline Personnel Security Standard (BPSS) forms the minimum-security check requirements for all Staff whose duties include</p> <ul style="list-style-type: none"> • working in any of the <i>service</i> and the <i>Client's</i> premises, offices, depots, Regional Operations Centres (ROC), the National Traffic Operations Centre (NTOC) and any outstations owned or operated by the <i>Client</i>, • usage of the <i>Client's</i> Information Systems or • working unsupervised in any other capacity.
1.2.2	The <i>Service Manager</i> may notify the <i>Consultant</i> of a modification to the categories of Staff requiring BPSS security checks at any time.
1.2.3	The complete Government guidance document for the BPSS is available to be downloaded from the Cabinet Office website (see link in Annex 02). The BPSS form and summary guidance produced by the <i>Client</i> is located in section 5 below.

1.2.4	Procedural and other details for ensuring compliance with the BPSS are set down in Part One – BPSS Compliance below.
1.3	Security checks – Additional vetting requirement
1.3.1	Where Staff require unrestricted access to the <i>Client</i> areas identified in Part Two of this Annex 04 , the <i>Service Manager</i> notifies the <i>Consultant</i> of the appropriate level of National Security Vetting (NSV) to be carried out.
1.3.2	The <i>Service Manager</i> notifies the Security Team via email (see link in Annex 02) that the applicant requires NSV to be carried out.
1.3.3	Procedural and other details for ensuring compliance with NSV are set down in Part Two - National Security Vetting (NSV) of this Annex 04 .
2	PART ONE – BPSS COMPLIANCE
2.1	Procedures
2.1.1	The <i>Consultant</i> undertakes security checks to ensure the confidentiality, integrity and availability of the <i>Client's</i> asset (documents and information).
2.1.2	<p>The recruitment controls of the BPSS are required to have been carried out for all Staff to whom paragraph 1.2.1 applies prior to their employment on the contract. The recruitment control process is completed satisfactorily before an individual</p> <ul style="list-style-type: none"> • is issued with a security pass giving unrestricted access to the <i>Client's</i> premises, • potentially has access to the <i>Client's</i> sensitive, possibly protectively-marked, information or • is given access to the <i>Client's</i> IT network.
2.1.3	The <i>Consultant</i> takes all necessary measures to confirm that any previous security check carried out on existing Staff meets the requirements of the BPSS, either in full or by exception using the risk management assessment process guidance contained in the Security Policy Framework.
2.1.4	For existing Staff with more than 3 years continuous employment and who have not had any access passes or permits revoked in that time, the requirements for references in the BPSS security check can be deemed to be discharged by a letter from a Director or Head of Personnel of the <i>Consultant</i> certifying the same.
2.1.5	The <i>Consultant</i> reconciles any unacceptable gaps identified between the BPSS and existing security check in accordance with the requirements of the BPSS.
2.1.6	Any new Staff to whom paragraph 1.2.1 above applies are assessed strictly in accordance with the requirements of the BPSS.

2.1.7	The <i>Consultant</i> keeps full and auditable records of all security checks carried out on the <i>Staff</i> and makes such records available to the <i>Client</i> or its appointed representatives for audit purposes upon request.
2.1.8	<p>If</p> <ul style="list-style-type: none"> the <i>Client</i> discovers any non-compliance with the requirements of the BPSS from the audit process, the <i>Consultant</i> fails to keep full records of security checks carried out on <i>Staff</i> or the <i>Consultant</i> fails to make such records available on reasonable request <p>then the <i>Service Manager</i> may</p> <ul style="list-style-type: none"> invoke individual withdrawal of permits or passes to <i>Staff</i>, invoke systematic withdrawal of permit or passes to <i>Staff</i> or require that an independent audit of the <i>Consultant's</i> BPSS security check procedure is undertaken at the expense of the <i>Consultant</i> <p>and instruct the <i>Consultant</i> to take appropriate action to immediately address any non-compliance with the BPSS notified to it by the <i>Service Manager</i>.</p>
2.1.9	The <i>Consultant</i> acknowledges 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.
2.2 Security check process for BPSS	
2.2.1	The security check process of the BPSS below follows the guidance provided in the HMG Baseline Personnel Security Standard May 2018 (see link in Annex 02).
2.2.2	<p>The BPSS comprises verification of four main elements</p> <ul style="list-style-type: none"> 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). <p>Additionally, prospective <i>Staff</i> are required to give a reasonable account of any significant periods (6 months or more in the past 3 years) of time spent abroad.</p>
2.2.3	The specific requirements for verification of each of the four main elements are set down in Part II - The Verification Process of the HMG Baseline Personnel Security Standard (BPSS) (see link in Annex 02). An outline description of the core

	requirements is included below but does not relieve the <i>Consultant</i> from its obligation to comply with all the requirements of the HMG BPSS.
2.2.4	<p>Information collected at each stage of the process is reviewed, assessed and recorded by the <i>Client</i> in line with these forms contained in Appendix A below. These forms will cover</p> <ul style="list-style-type: none"> • verification record, • Nationality and Immigration Status Form, • UK Home Office's Employer Checking Service, • Employment History Report Form, • Her Majesty's Revenue & Customs (HMRC) Record Check Form and • Criminal Record Declaration.
2.3 Verification of identity – Outline requirements	
2.3.1	Identity may be verified by physically checking a range of appropriate documentation (for example passport or national identification (ID) card together with utility bills or bank statement) or by means of a commercially available identification verification service.
2.3.2	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.
2.3.3	There is no definitive list of identifying documents. The <i>Consultant</i> notes that not all documents listed in the BPSS are of equal value. The objective is 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).
2.3.4	National Insurance Numbers (NINOs) can be obtained fraudulently and cannot be relied on as a sole means of establishing identity or right to work. Temporary numbers beginning with TN or ending in a letter from E to Z inclusive are not acceptable.
2.3.5	Where verification of identity is not straightforward, but a decision is nevertheless taken to employ an individual, the <i>Consultant</i> notifies the <i>Service Manager</i> and records the matter on the Early Warning Register.

2.4 Nationality and immigration status (including an entitlement to undertake the work in question) – Outline requirements	
2.4.1	Nationality and immigration status may be verified by physically checking appropriate documentation or, in exceptional circumstances only, by means of an independent check of UK Visas and Immigration records.
2.4.2	The <i>Consultant</i> takes the necessary steps to ensure that an individual has the right to remain in the United Kingdom and undertake the work in question.
2.4.3	Checks need to be applied consistently and the <i>Consultant</i> needs to be aware of its obligations under the Equality Act 2010 (see link in Annex 02).
2.5 Employment or academic history (past 3 years) – Outline requirements	
2.5.1	<p>The <i>Consultant</i> verifies the individual's recent (minimum of 3 years) employment or academic history (as applicable), by</p> <ul style="list-style-type: none"> • 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 curriculum vitae checking service, or • in exceptional circumstances or where there are unresolved gaps, by means of an independent check of HMRC records.
2.5.2	To ensure that individuals are not concealing associations or unexplained gaps, the <i>Consultant</i> carries out an investigation to address any doubts over the information provided before proceeding further with the BSS requirements.
2.6 Criminal record (unspent convictions only) – Outline requirements	
2.6.1	The requirement to verify "unspent" convictions does not apply when the BPSS is being carried out as part of the groundwork for NSV, where a full check of criminal records ("spent" and "unspent") are made as part of that process.
2.6.2	Under the terms of the Rehabilitation of Offender Act 1974 (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.

2.6.3	The <i>Consultant</i> may choose to use attention is drawn to the basic disclosure certificate check option available from Disclosure and Barring Service to meet this verification requirement (see link in Annex 02).
2.6.4	Where “unspent” convictions have been disclosed, the <i>Consultant</i> carries out a risk assessment, which may include the need for legal advice, before proceeding further.
2.7 Approval for employment	
2.7.1	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 <i>Consultant</i> from its obligation to comply with all the requirements of the BPSS.
2.7.2	Subject to paragraph 2.7.3 and unless advised to the contrary by the <i>Service Manager</i> , all Staff for whom a completed BPSS has been submitted may be treated by the <i>Consultant</i> as suitable to undertake the duties referred to in paragraph 1.2.1.
2.7.3	The <i>Client</i> ordinarily requires a period of 3 working days from receipt of a fully completed BPSS security check for its internal approvals process and prior to the subsequent issue of access permits and passes. The <i>Service Manager</i> may exclude from the <i>Client</i> ’s premises any individual for whom a BPSS is not supplied, is incomplete or is otherwise unsatisfactory.
2.7.4	BPSS checks with a sealed Criminal Record Declaration are assessed separately on a case by case basis by the <i>Service Manager</i> . The <i>Service Manager</i> advises the <i>Consultant</i> if the individual has been approved as suitable to undertake all or any of the duties referred to in paragraph 1.2.1.
2.8 Incomplete or unsatisfactory BPSS verification records	
2.8.1	Where a BPSS is incomplete or is otherwise unsatisfactory, the <i>Service Manager</i> advises the <i>Consultant</i> of the deficiencies and the actions needed to correct them.
2.8.2	The <i>Service Manager</i> contacts the Security Team (see link in Annex 02) to address any actions needed as a result of an incomplete or otherwise unsatisfactory BPSS check.
2.9 Renewal of the BPSS	
2.9.1	Under most circumstances, renewal of the BPSS is not required.
2.9.2	The <i>Consultant</i> rechecks the immigration status of migrant Staff before their current right to remain in the United Kingdom visa expires or within 12 months of the previous check, whichever is the sooner. These checks are repeated until the

	employee can demonstrate an indefinite right to remain in the United Kingdom or until the employment comes to an end.
2.9.3	Additional security checks – not used
2.9.4	If an individual, who has previously been the subject of a BPSS check, leaves the employment of the <i>Consultant</i> and is subsequently re-employed by the <i>Consultant</i> within twelve months, the original security check authorisation may be reinstated. The <i>Client</i> 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.
2.10 Ongoing personnel security management (“aftercare”)	
2.10.1	The <i>Consultant</i> 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 Security Policy Framework and reports to the <i>Service Manager</i> immediately if the continuing suitability of an individual is in doubt.
2.10.2	Where the <i>Consultant</i> reports a case of doubt or the <i>Service Manager</i> considers that the actions of any individual does not conform to the <i>Client’s</i> required behaviours, the <i>Service Manager</i> may instruct the <i>Consultant</i> to review the performance of the individual concerned. The <i>Consultant</i> takes appropriate action in consequence of the review, which may include <ul style="list-style-type: none"> • agreeing a performance improvement plan, • a temporary suspension of permits and passes or • removal of the individual in accordance with clause 21.2 of the <i>conditions of contract</i>.
2.11 Retention of documentation	
2.11.1	The documentation associated with the BPSS is retained by the <i>Consultant</i> until Completion and for a period of twelve months after the individual has ceased to be employed on the contract.
2.11.2	The <i>Consultant</i> destroys all electronic and paper copies of documentation which it is no longer required to retain.
3 PART TWO – NATIONAL SECURITY VETTING (NSV)	
3.1 Procedures	
3.1.1	In all cases, verification of identity and the individual’s entitlement to undertake the work in question is to be carried out before embarking on NSV.

3.1.2	Other than in exceptional circumstances, the NSV is not to be undertaken before the individual's BPSS's check has been completed satisfactorily. The <i>Consultant</i> agrees with the <i>Service Manager</i> , on a case by case basis, any exceptional cases where the NSV and the BPSS procedures are required to be carried out in parallel.
3.1.3	The <i>Service Manager</i> determines if any Staff need to undertake the NSV in addition to the BPSS check.
3.1.4	If the <i>Service Manager</i> considers that the NSV is required, the <i>Client</i> identifies, manages and undertakes the necessary vetting at the <i>Client's</i> expense.
3.1.5	Where the <i>Service Manager</i> determines that the NSV is required, the approval process set out in section 10 does not apply, unless the <i>Service Manager</i> instructs otherwise. Access permits and passes are only issued on satisfactory completion of the NSV.
4 PART THREE – CABINET OFFICE EFFICIENCY AND REFORM GROUP REQUIREMENTS	
4.1 Admittance to the <i>Client's</i> premises	
4.1.1	The <i>Consultant</i> submits to the <i>Service Manager</i> details of people who are to be employed by it and its subcontractors. The details include a list of names and addresses, the capacities in which individuals are employed, and other information required by the <i>Service Manager</i> .
4.1.2	The <i>Service Manager</i> may instruct the <i>Consultant</i> to take measures to prevent unauthorised persons being admitted on to the <i>Client's</i> premises. The instruction is a compensation event if the measures are additional to those required by the Scope.
4.2 Passes	
4.2.1	All Staff are required to carry a <i>Client's</i> pass whilst working in any of the <i>Client's</i> premises. The <i>Consultant</i> complies with any other requirements for issuing passes to the Integrated Client Team resources in accordance with Schedule CS5.
4.2.2	The <i>Consultant</i> submits to the <i>Client</i> for acceptance a list of the names of individuals for whom passes are required. The <i>Client</i> issues the passes to the <i>Consultant</i> . Each pass is returned to the <i>Client</i> when the individual no longer requires access to the <i>Client's</i> premises or after the <i>Client</i> has given notice that the individual is not to be admitted.

4.3 Recorded images	
4.3.1	The <i>Consultant</i> does not take recorded images, for example photographs or videos of the <i>service</i> or the <i>Client's</i> premises or any part of them unless it has obtained the acceptance of the <i>Service Manager</i> .
4.3.2	The <i>Consultant</i> takes the measures needed to prevent Staff taking, publishing or otherwise circulating such recorded images.
5 BASELINE PERSONNEL SECURITY STANDARD (BPSS) CHECK	
5.1 Introduction	
5.1.1	Unless advised otherwise it is the <i>Client's</i> hiring manager who completes a BPSS check. The <i>Client's</i> hiring manager for the contract has to be a Highways England employee, appointed by the <i>Client</i> . All Staff working on the <i>Client's</i> premises or with its technology, are BPSS approved before beginning to work for or with the <i>Client</i> . The BPSS form and guidance have been produced to assist the <i>Client's</i> hiring managers undertaking checks and to ensure all checks meet the standards set out in the Security Policy Framework.
5.1.2	The BPSS form and guidance notes are in Appendix A to Annex 04 of the Scope.

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



Baseline Personnel Security Standard Check

Introduction

Unless advised otherwise it is the *Client's* hiring manager who completes a Baseline Personnel Security Standard (BPSS) check. The *Client's* hiring manager for the contract has to be a Highways England employee appointed by the *Client*. Staff working on the *Client's* premises or with its technology, are BPSS approved before beginning to work for or with the *Client*. This form has been produced to assist the *Client's* hiring managers undertaking checks and to ensure these checks meet the standards set out in the Security Policy Framework (SPF) May 2018 (see link in **Annex 02**) and the HMG Baseline Personnel Security Standard v6.0 – May 2018 (and any subsequent amended versions) (see link in **Annex 02**).

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

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

This document is split into:

BPSS Form sections:

1. Applicant details and identity verification
2. Nationality and right to work
3. Employment and academic history and personal references
4. Criminal records check
5. Declarations

Guidance notes:

Annex A: General notes

Annex B: Identity verification

Annex C: Nationality and right to work

Annex D: European Economic Area (EEA) countries

Annex E: Employment and academic history and personal references

Annex F: Personal reference template

Please note that if the applicant only requires external email access to Highways England's computer systems (known as ZZ account) only sections 1, 2, 3 and 5 need to be completed. The *Client's* hiring manager sends the form to ITSecurityAdvice@highwaysengland.co.uk. A criminal records check is not required for ZZ accounts.

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

If assistance is required to complete this form, the *Client's* hiring manager should contact the Security Team via email on SecurityTeam@highwaysengland.co.uk.

BPSS FORM

SECTION 1 - Application details and identity verification

1.1 *Client's* hiring manager details

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

1.2 Applicant details

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

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

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

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

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

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

(please replicate table for each document taken as required)

SECTION 2 - Nationality and right to work

2.1 Applicant's details

Nationality (list all):

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

If yes, please specify:

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

If yes, please specify:

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

If yes, please specify:

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

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

Settled status/ Pre-settled status (please delete)

Verification code:

2.2 Nationality verification (for *Client's* hiring managers)

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

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

Annex C below contains general guidance on this section.

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

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

Document:	
-----------	--

Date of issue:	
Review date (if applicable):	

(please replicate table for each document taken as required)

SECTION 3 – Employment and academic history and references

3.1 Applicant's employment history (past 3 years)

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

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

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

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

(please replicate table as required)

3.2 Gaps in applicant's employment history

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

3.3 Employment verification (for *Client's* hiring managers)

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

Please answer the 3 sections below:

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

If no, please explain why this was not possible:

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

Document:	
Date of issue:	

(please replicate table as required)

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

Referee:	
Relationship to applicant:	
Address:	

SECTION 4 - Criminal record check

4.1 Information for applicants

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

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

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

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

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

The applicant provides the *Client's* hiring manager with either

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

Please note the document you have seen below:

Document:	
Date of issue:	

(please replicate table as required)

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

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

SECTION 5 - Declarations

5.1 Applicant's declaration:

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

Name:	
Signature:	
Date:	

5.2 *Client's* hiring manager's declaration:

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

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

Name:	
Signature:	
Date:	

GUIDANCE NOTES

Annex A

General notes

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

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

Annex B

Applicant details and identity verification

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

Good examples of identity documents that contain a photo are

- current UK photo-card driving licence and
- current passport.

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

Following the UK leaving the EU on 31st January 2020, there will be no change to the rights of EEA nationals until the end of the planned implementation period on 30 June 2021.

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

Good examples of identity documents without photos include

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

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

What to look for when examining documents

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

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

Young Applicants

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

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

Annex C

Nationality and right to work

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

In addition, please note:

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

Annex D

European Economic Area (EEA) Countries

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

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

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

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

Annex E

Employment and academic history and personal references

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

Personal references

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

Annex F

Personal reference template

[The Client's hiring manager can use this template to send to both previous employers and personal referees. The hiring manager needs to include a covering letter, explaining that they are requesting this information in relation to the applicant's proposed role in working with or for the Client.]

Dear

SUBJECT: *[insert applicant's name]*

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

Date from:		Date to:	
Capacity:			

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

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

YES/ NO (please delete)

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

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

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



Highways England Company Limited

Scope

Annex 05

Customer Service

LIST OF CONTENTS

1	CUSTOMER REQUIREMENTS	84
1.1	NOT USED	84
1.2	CUSTOMER SERVICE.....	84
1.3	CUSTOMER RELATIONSHIP MANAGEMENT	86

1 CUSTOMER REQUIREMENTS

1.1 Not Used

1.2 Customer service

- 1.2.1 The customer is any person or organisation that uses or is affected by the *service*, including
- road users,
 - communities and community groups,
 - tenants and persons and organisations that lease from the *Client* and
 - the public who use the *service*.
- 1.2.2 The *Client* has published an overarching Customer Service Strategy (see link at **Annex 02**), which sets out the approach to improving works and services provided to its customers. The *Consultant* collaborates with the *Client* to support the successful delivery of this strategy. Key aspects of this strategy include
- consistently effectively and efficiently Provide the Service, working to manage delays and make journeys as safe and stress free as possible,
 - improving the *Client's* service and network, being more effective in the way the *Client* operates, maintains and improves roads and
 - developing the *Client's* relationships with customers, building strong dialogue with its customers and communities, providing information to help people make the best choices and understanding the needs and expectations of the customer.
- 1.2.3 The *Consultant* notifies the *Service Manager* of any customer service issues and provides support in the mitigation of any negative consequences that could affect the delivery of the *service* or achievement of the aims and objectives in the Customer Service Strategy (see link in **Annex 02**).
- 1.2.4 The *Consultant* embeds throughout its workforce an understanding of *Client* imperatives, values, culture, strategy and objectives. Awareness should be fostered at every opportunity, including at on-boarding and induction, performance reviews, site meetings and through delivery of learning and development opportunities including *Client* e-learning (once available). The *Consultant* builds on these principles when complying with the requirements of Schedule CS5 (Leadership, People and Organisational Management),

- 1.2.5 The *Consultant* ensures that *Client* customer requirements are cascaded to and adhered to by the extended supply chain.
- 1.2.6 The *Consultant* ensures that delivery of *Client* customer service requirements are fully inclusive and accessible and that this is evidenced within the Inclusion Action Plan.
- 1.2.7 The *Consultant* reviews their policies, procedures and processes to ensure that there are no adverse customer equality impacts throughout delivery of the *service* on protected characteristics or affected groups.
- 1.2.8 The *Consultant* uses demographic data and analysis to inform delivery of the *service*.
- 1.2.9 The *Consultant* evidences the involvement of diverse groups in agreeing communication channels and engagement activities, monitoring and evaluating satisfaction of these.
- 1.2.10 The *Consultant* provides any information that is needed to enable the *Service Manager* to prepare statements or responses to questions or issues raised by or on behalf of any customer. The *Consultant* provides such information within any time periods which may be imposed by the *Service Manager* (acting reasonably having regard to the purpose of the provision of the information requested and to the nature and extent of the information requested). If the *Consultant* cannot provide the required information to support the *Service Manager's* response, the *Consultant* immediately notifies the *Service Manager*, detailing the reasons.
- The timescales are to be those as listed in the corporate customer complaints process (see link at **Annex 02**).
- 1.2.11 Not used.
- 1.2.12 Not used.
- 1.2.13 Not used.
- 1.2.14 Not used.
- 1.2.15 The *Consultant* collaborates with the *Client* to create a customer plan which aligns with the Network Occupancy Communications Plan (NOCP) and the *Client's* overarching Customer Service Strategic Plan (see link at **Annex 02**) which defines
- all customer stakeholder groups,
 - communication channels and timings for each stakeholder and
 - feedback protocols from customers.

- 1.2.16 The *Consultant* records performance against customer and stakeholder performance metrics within the performance strategy.
- The *Consultant* assures that all current and future Customer Service Standards are complied with throughout the delivery of the *service*.
- 1.2.17 Following two weeks from the Contract Date, the *Service Manager* conducts customer audits of the *Consultant's* policies, procedures and practices at such times as required. The *Consultant* cooperates with such requests and provides all information requested by the *Service Manager*.
- 1.2.18 During the life of the contract, the *Service Manager* may suggest recommendations to the *Consultants'* quality plan to improve customer service assurance. The *Consultant* either implements these recommendations or responds to the *Service Manager* giving reasons why they are not accepted.
- 1.2.19 The *Consultant* complies with any requirements or constraints for Customer Service set out in the Services and Systems Schedules.

1.3 Customer Relationship Management

- 1.3.1 The *Client* operates a CRM system for managing all stakeholder and customer correspondence in accordance with section S514 and the requirements of
- Schedule SP02 (Systems Provided by the *Consultant*),
 - Schedule CS2 (Communications and Stakeholder Management),
 - Schedule PS4 (Land Management) and
 - Schedule PS7 (Utilities Management and Third-Party Agreements Support).
- The *Consultant* uses the *Client's* CRM system in managing all stakeholder and customer correspondence.
- 1.3.2 The *Consultant* liaises with the *Service Manager* to ensure that appropriate Staff and members of the ICT receive CRM training.



Highways England Company Limited

Scope

Annex 06

People Strategy

LIST OF CONTENTS

1 PEOPLE STRATEGY.....	88
1.1 EQUALITY DIVERSITY AND INCLUSION	88
1.2 EMPLOYMENT AND SKILLS	89
1.3 SKILLS AND APPRENTICESHIPS	90
APPENDIX A - EMPLOYMENT AND SKILLS PLAN (ESP).....	91
APPENDIX B – INCLUSION ACTION PLAN.....	94
APPENDIX C - WORKFORCE PLANNING TEMPLATE AND GUIDANCE .	97
APPENDIX D - REPORTING TEMPLATE AND GUIDANCE FOR APPRENTICESHIPS	97

1 PEOPLE STRATEGY

1.1 EQUALITY DIVERSITY AND INCLUSION

- 1.1.1 The *Consultant* assists the *Client* in the achievement of its equality, diversity and inclusion (EDI) objectives. The *Client*'s objective is to embed principles of equality, diversity and inclusion into all areas of its business, driving real change in how it works with its customers and communities, its supply chain and its employees. The *Consultant* assists the *Client* in working collaboratively with its partners so that its workplaces are inclusive, and the strategic road network is accessible and integrated for both its users and communities affected by works to the Strategic Road Network.
- 1.1.2 The *Consultant* prepares an Inclusion Action Plan in accordance with **Appendix B** and submits it to the *Service Manager* for acceptance in accordance with Schedule CS5 (People and Organisational Management) to demonstrate how it develops an iterative approach to supporting the *Client* in meeting its EDI objectives through the life of the contract.
- 1.1.3 The Inclusion Action Plan names an individual from the *Consultant* to act as the EDI lead to
- be responsible for ensuring the implementation and on-going development of the Inclusion Action Plan,
 - ensure quarterly reports and information are provided as required,
 - facilitate continuous improvement reviews and
 - act as a single point of contact on all matters concerning EDI.
- 1.1.4 A reason for the *Service Manager* not accepting the Inclusion Action Plan is that
- it does not demonstrate how the requirements are passed down the supply chain,
 - it does not meet or evidence how the *Consultant*
 - attracts, recruits and retains a greater diversity of new entrants to the sector,
 - ensures the working culture, practice and environment is inclusive,
 - considers and understand the diverse needs of customers and neighbouring communities,
 - holds itself and the supply chain to account in delivering the plan and
 - monitors and evidences year on year improvements, or

- it does not meet the aims of the equality duties contained within the Discrimination Acts and set out in section S507 (Discrimination).

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

1.2 Employment and Skills

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

- quantifying and delivering on any new employment opportunities that are to be generated during the life of the contract and outlining how the *Consultant* and its supply chain are to
 - attract new people to apply, giving particular consideration to attracting under-represented groups that have not historically seen the sector as a career option and
 - recruit new people into the sector,
- identifying and delivering on opportunities to develop and deploy new skills that improve performance against the *Client's* key performance indicators and imperatives (see section S105). This should include, but is not limited to, 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 but is not limited to assisting the *Client* in delivering on its commitments in relation to the "Transport Infrastructure Skills Strategy" (see link in **Annex 02**).

1.2.2 The *Consultant* prepares and submits the Employment and Skills Plan (ESP) in accordance with the template in **Appendix A** to the *Service Manager* for acceptance in accordance with Schedule CS5 (People and Organisational Management).

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

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

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

1.3 Skills and Apprenticeships

- 1.3.1 The *Client* is required to monitor and report to the Department for Transport on apprenticeships created and in place in the delivery of their programme. To support this the *Consultant*, submits, on a quarterly basis, the apprenticeship report as detailed in **Appendix D**. The due dates for this reporting are to be confirmed by the *Service Manager*.

Appendix A - Employment and Skills Plan (ESP)

The ESP is comprised of four sections

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

Section 1 – Workforce planning and development data

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

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

Section 2 - Methodology

The section describes

- how the *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 plan and
- how the target outputs as set out in the ESP have been identified.

Section 3 – Statement of outputs

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

- improvement in its inclusive recruitment capability verified by a recognised inclusive recruitment specialist,
- the greater of either
 - one apprenticeship (including graduates and trainees) for every £5M by which the Price for Service Provided to Date is forecast to or actually changes (whichever is the greater) or
 - 2.5% of the Total Workforce forecast to be or actually engaged on 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 are delivered.

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" ambition of

- 20% of new entrants to engineering and technical apprenticeships to be female by 2020, achieving parity with the working population by 2030,
- meeting the Government's target for the number of Black, Asian and Minority Ethnic candidates undertaking apprenticeships and
- identification and quantification of any additional outputs not schedule in table 1 and how these are delivered (see link in **Annex 02**).

TABLE 1: OUTPUT TYPE, PRIORITY AREA & DEFINITION		
Output type	Priority Area	Definition
Worklessness		
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
Apprenticeships		
Apprenticeship start		A new employee of the <i>Consultant</i> and its subcontractors recruited as an apprentice into the workforce and enrolled on an approved Apprenticeship Standard relevant to the delivery of the <i>service</i> .
Existing apprenticeship		An existing member of staff who is enrolled onto an approved apprenticeship standard in order to up skill the workforce.
Job Creation		
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).

Educational/Career Support		
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 NVQs, Health and Safety qualifications and leadership qualifications.
School engagement		Education activities that enhance the reputation of the sector and support schools and school students by raising awareness of and interest in the educational and employment opportunities in the industry

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

1. Shared training initiatives such as Shared Apprenticeship Schemes.

Section 4 – Implementation plan

This section is an action plan detailing

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

The implementation plan details

- how compliance is supported, managed and monitored throughout the *Consultant* and its supplier community (*Consultants*, suppliers throughout the tiers and partners working on the contract),

- how the effectiveness of the plan 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.

In relation to improving inclusive recruitment capability the plan includes

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

Appendix B – Inclusion Action Plan

Guidance for suppliers

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

This requires us to work collaboratively with partners so that our workplaces are inclusive and the Strategic Road Network is accessible and integrated for both our users and

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

The Inclusion Action Plan covers the key areas of EDI.

The total Action Plan does not exceed 20 pages and outlines how you ensure that EDI requirements are met within your organisation and cross your team selected to deliver this service paying particular attention to how you

- ensure the working culture, practice and environment enables everyone to perform to their full potential,
- consider the diverse needs of customers and neighbouring communities,
- hold yourselves and your supply chain to account in delivering the above,
- monitor and evidence year on year improvements and
- describe what success looks like for your organisation.

Action Plan structure

The Action Plan includes

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

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

Appendix C - Workforce planning template and guidance

The workforce planning annual report consists of the following two sections

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

Progress and current position

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

Plan for the next 12 months

- a revised forecast of annual gaps in people capacity and capability,
- an update of preferred employment and skills solutions to address capacity and skills gaps,
- a forecast of annual gaps in people capacity and capability for the duration of the *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 deliver the intended results.

Appendix D - Reporting template and guidance for apprenticeships

The *Consultant* ensures that the *Service Manager* can identify all apprentices individually appointed under the requirements of the contract and provides a rolling three-month monitoring report to the *Service Manager* within five working days of the start of each calendar month detailing performance against the annual proposal in respect of each apprentice appointed or proposed to be appointed under 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 – 8) in accordance with the table below,
- apprenticeship framework or standard,

- occupation of apprenticeship (reported against the standard occupation classification (SOC) codes,
- category of apprenticeship,
- planned apprenticeship finish date,
- whether the apprentice is still engaged on Providing the Service and
- national insurance number.

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



Highways England Company Limited

Scope

Annex 07

Supply Chain Alignment

LIST OF CONTENTS

1 SUPPLY CHAIN ALIGNMENT101

1.1 BEHAVIOURAL ATTRIBUTES.....101

1 SUPPLY CHAIN ALIGNMENT

1.1 Behavioural Attributes

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

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

1.1.6 The *Consultant* implements, operates and delivers the behavioural maturity improvement plan.



Highways England Company Limited

Scope

Annex 08

Data Protection

LIST OF CONTENTS

1	DATA PROTECTION	106
1.1	DATA PROTECTION	106
2	DATA PROTECTION (SCHEDULE A).....	111
2.1	SCHEDULE A – PROCESSING, PERSONAL DATA AND DATA SUBJECTS.....	111
3	SCHEDULE FOR JOINT CONTROLLER AGREEMENTS	113
3.1	SCHEDULE B) - JOINT CONTROLLER AGREEMENT	113

1 DATA PROTECTION

1.1 Data Protection

- 1.1.1. For the purposes of the contract, the provision of the *service* and the Data Protection Legislation
- for the purposes of this section only the *Client* is the Controller,
 - the *Consultant* is the Processor unless otherwise specified in Schedule A and
 - this section and Schedule A (data protection) together constitute a data processing agreement where required by the Data Protection Legislation.
- 1.1.2. 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.
- 1.1.3. The *Consultant* complies with the requirements of Procurement Policy Note 02/18 entitled 'Changes to Data Protection Legislation & General Data Protection Regulation' ('**PPN 02/18**') or any later revision (see link at **Annex 02**) and any related supplementary Procurement Policy Notes in Providing the Service.
- 1.1.4. 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.
- 1.1.5. The *Consultant* obtains and maintains until Completion all registrations and notifications that it is obliged to obtain and maintain pursuant to the Data Protection Legislation (see link in **Annex 02**) in respect of Providing the Service.
- 1.1.6. The *Consultant* only processes Data to the extent it relates to
- the types of Data,
 - the categories of Data Subject and
 - the nature and purpose
- set out in Schedule A (data protection) and only for the duration specified in Schedule A (data protection).
- 1.1.7. Without prejudice to 1.1.2 the *Consultant* processes the Data only in accordance with the instructions of the *Service* unless the *Consultant*

is required to process Data for other reasons under the laws of the European Union (or a member state of the EEA) to which the *Consultant* is subject. If the *Consultant* is required to process the Data for these other reasons, it informs the *Service Manager* before carrying out the processing, unless prohibited by relevant law.

- 1.1.8. The *Consultant* immediately informs the *Service Manager* if it believes that an instruction infringes the Data Protection Legislation or any other applicable law.
- 1.1.9. The *Consultant* has in place and maintains in accordance with then good industry practice for as long as it holds any Data taking into account the state of the art, the costs of implementing, the harm that might result from a Data Loss Event and the nature, scope, context and purposes of processing
- appropriate technical and organisational measures to protect the Data against accidental, unauthorised or unlawful processing, destruction, loss, damage, alteration or disclosure and
 - adequate security programmes and procedures to ensure that unauthorised persons do not have access to the Data or to any equipment used to process the Data
- in each case to ensure that the *Consultant's* processing is in accordance with the Data Protection Legislation and protects the rights of Data Subjects.
- 1.1.10. 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 Data Loss Event. Acceptance (or a failure to reject) by the *Client* does not amount to approval by the Controller of the adequacy of the Protective Measure.
- 1.1.11. The *Consultant* ensures that all persons authorised to process Data are bound by obligations equivalent to those set out in the Scope including those in this **Annex 08**, and are aware of the *Consultant's* obligations under the contract and the Data Protection Legislation.
- 1.1.12. The *Consultant* ensures 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 performance of that person's duties.

- 1.1.13. 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 *Service Manager* informing the Data Subject of the identity of the *Client*, the identity of any data protection representative the *Client* may have appointed, the purpose or purposes for which their Personal Data will be processed and any other information which is necessary having regard to the specific circumstances in which the Personal Data is, or is to be, processed to enable processing in respect of the Data Subject to be fair and
 - where applicable, obtains all necessary consents for the processing of Data.
- 1.1.14. On request, the *Consultant*, takes all necessary actions and provides the *Service Manager* with all reasonable assistance necessary for the *Client* to comply with a Data Subject Request, including
- the provision of access to, and information relating to, Data,
 - the rectification of inaccurate Data,
 - the permanent erasure of Data,
 - the restriction of processing of Data,
 - the provision of a copy of Data in machine readable format and
 - the transfer of Data to a third party.
- 1.1.15. The *Consultant* immediately notifies the *Service Manager* if it receives
- a Data Subject Request (or purported Data Subject Request),
 - a complaint or request relating to the *Client's* obligations under the Data Protection Legislation or
 - a request from any Supervisory Authority for assistance or information, unless provided by relevant law.
- 1.1.16. The *Consultant* assists and co-operates with the *Service Manager* in relation to any complaint or request received, including
- providing full details of the complaint or request,

- complying with the request within the time limits set out in the Data Protection Legislation and in accordance with the instructions of the *Service Manager* and
 - promptly providing the *Client* with any Personal Data and any other information requested by it to enable it to respond to the request.
- 1.1.17. The *Consultant* does not process the Data outside the EEA (other than in the United Kingdom) without the agreement of the *Service Manager*. Where the *Client* agrees, the *Consultant*
- Provides evidence (acceptable to the *Client*) of appropriate safeguards as required by the Data Protection Legislation and
 - Complies with the instructions of the *Client*.
- 1.1.18. The *Consultant* complies with the requirements of 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 (or a member state of the EEA) to which the *Consultant* is subject that requires Data to be retained.
- 1.1.19. The *Consultant* notifies the *Service Manager* within 24 hours of becoming aware of a Security Incident or any other breach of this section. The notification includes, as far as possible
- a description of the nature of the Security Incident, including the categories and approximate number of Data Subjects concerned,
 - the likely consequences of the breach and
 - the Protective Measures taken, or to be taken, to address the breach, including measures taken to mitigate any possible adverse effects including those outlined in PPN 02/18.
- 1.1.20. In the event of a Security Incident, the *Consultant* provides the *Service Manager* with full co-operation and assistance in dealing with the Security Incident, in particular in notifying individuals affected by the Security Incident or a Supervisory Authority as required by the Data Protection Legislation.
- 1.1.21. On request (but not more than once in any 12 month period) the *Consultant* provides to the *Service Manager* all necessary

information to demonstrate the *Consultant* compliance with this section.

1.1.22. The *Consultant* promptly provides assistance and information requested by any Supervisory Authority or required by the *Service Manager* 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.

1.1.23. The *Consultant* maintains electronic records of all processing activities carried out on behalf of the *Client*, including

- the information described in 1.1.6 of this **Annex 08**,
- the different types of processing being carried out (if applicable),
- any transfers of Data outside the EEA or the United Kingdom, identifying the relevant country or international organisations and any documentation required to demonstrate suitable safeguards and
- a description of the technical and organisation security measures referred to in 1.1.9 of this **Annex 08**.

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

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

1.1.25. Before allowing any Sub-Processor to process any Personal Data related to this agreement, the Processor

- notifies the Controller in writing of the intended Sub-Processor and processing,
- obtains the written consent of the Controller,
- enters into a written agreement with the Sub-Processor which give effect to the terms set out in this clause such that they apply to the Sub-Processor and

- provides the Controller with such information regarding the Sub-Processor as the Controller may reasonably require.
- 1.1.26. The Processor remains fully liable for all acts or omissions of any of its Sub-Processors.
- 1.1.27. The Controller may, at any time on not less than 30 working days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which applies when incorporated by attachment to this agreement).
- 1.1.28. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 working days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 1.1.29. Each Party designates its own Data Protection Officer if required by the Data Protection Legislation.
- 1.1.30. Where the Parties include two or more Joint Data Controllers as identified in Schedule A those Parties enter into a Joint Data Controller Agreement based on the terms outlined in Schedule B
- 1.1.31. If it is or becomes a requirement that, under the Data Protection Legislation or other applicable laws, this section is to be governed by the laws of a member state of the European Union, and the law of *the contract* does not or ceases to satisfy this requirement, this section is governed by and construed in accordance with the laws of Ireland.
- 1.1.32. A failure to comply with this section is treated as a substantial failure by the *Consultant* to comply with its obligations.
- 1.1.33. The Parties acknowledge that each of them remains a separate Controller of Employee Data and each Party agrees to process Employee Data in accordance with their respective Controller obligations under the Data Protection Legislation.

2 DATA PROTECTION (SCHEDULE A)

2.1 Schedule A – Processing, Personal Data and Data Subjects

This Schedule will be completed by the *Client*, who may take account of the view of the *Consultants*, however the final decision as to the content of this Schedule will be with the

Client at its absolute discretion

1. The contact details of the *Client's* data protection officer is Graham Woodhouse (dataprotectionadvice@highwaysengland.co.uk).
2. The contact details of the *Consultant* data protection officer or nominated lead are per Contract Data part 2.
3. The *Consultant* complies with any further instructions with respect to processing issued by the *Client*.

Any such further instructions will be incorporated into this table.

Description	Details
Identity of the <i>Client</i> and <i>Consultant</i>	the Parties acknowledge that for the purposes of the Data Protection Act 2018, the <i>Client</i> is the Controller and the <i>Consultant</i> is the Processor in accordance with clause 2 of the Act.
Subject matter of the processing	the processing is needed to allow the Processor to effectively deliver the <i>service</i> .
Duration of the processing	from the <i>starting date</i> to Completion of the whole of <i>service</i> .
Nature and purposes of the processing	<p>the nature of the processing includes collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means).</p> <p>The purpose of the processing includes:</p> <ul style="list-style-type: none"> • recruitment assessment; • employment processing; • ID verification; • ability assessment; • training records; • engagement recording; • for communication purposes; and • cost data for the Project Contracts and any other contracts relating to the Project.
Type of Personal Data	<p>the type of Personal Data includes:</p> <ul style="list-style-type: none"> • name; • home address; • date of birth; • national insurance number; • contact telephone number; • email address; • images; • audio and video recordings; • biometric data; and • pay.

Categories of Data Subject	the categories of Data Subject include: <ul style="list-style-type: none"> • Staff; • subcontractors (at any stage of remoteness from the <i>Client</i>); • <i>Client</i>; • site visitor; • key stakeholder; • affected landowner; • member of the local community; and • <i>Client's</i> customer.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	data will be retained for at least eighteen (18) months following the last interaction that a Data Subject has with the <i>Consultant</i> regarding the <i>service</i> and is destroyed no later than twenty-four (24) months following that last interaction, unless otherwise agreed with the Data Subject.

3 SCHEDULE FOR JOINT CONTROLLER AGREEMENTS

3.1 Schedule B) - Joint Controller Agreement

In this Schedule the Parties outline each Party's responsibilities for

- providing information to Data Subjects under article 13 and 14 of the GDPR,
- responding to Data Subject Requests under articles 15-22 of the GDPR,
- notifying the Information Commissioner (and Data Subjects) where necessary about data breaches,
- maintaining records of processing under article 30 of the GDPR
- carrying out any required Data Protection Impact Assessment, and
- the agreement includes a statement as to who is the point of contact for Data Subjects.

The *Client* publishes the essence of this relationship.



Highways England Company Limited

Scope

Annex 09

Information Systems & Security Systems

LIST OF CONTENTS

1	INFORMATION SYSTEMS	115
1.1	GENERAL REQUIREMENT.....	115
1.2	CONSULTANT INFORMATION SYSTEMS.....	116
1.3	CLIENT INFORMATION SYSTEMS	116
1.4	ACCESS REQUIREMENTS TO INFORMATION SYSTEMS PROVIDED BY THE CLIENT.....	116
1.5	ACCESS REQUIREMENTS TO INFORMATION SYSTEMS PROVIDED BY THE CONSULTANT.....	118
1.6	CONSULTANT SECURITY AND USER ACCESS	118
1.7	SOFTWARE AND LICENCES	119
1.8	LIAISON AND COOPERATION BETWEEN CLIENT AND CONSULTANT	119
1.9	SYSTEMS PROVIDED BY THE CONSULTANT TO MEET CLIENT AND CONTRACT MANAGEMENT INFORMATION REQUIREMENTS.....	119
1.10	INFORMATION SYSTEMS PROVIDED BY THE CONSULTANT.....	120
1.11	CURRENT SYSTEMS PROVIDED BY THE CLIENT TO MEET THE CONTRACT MANAGEMENT INFORMATION REQUIREMENTS (AS STATED BELOW UNLESS INSTRUCTED OTHERWISE BY THE SERVICE MANAGER BY THE END OF DELIVERY PHASE 2 IN ACCORDANCE WITH SCHEDULE CS3 (CLIENT SOFTWARE))	121
1.12	NEW SYSTEMS TO BE USED BY THE CONSULTANT WHEN AVAILABLE	126
2	INFORMATION SECURITY	127
2.1	SECURITY PLAN.....	127
2.2	DATA COLLECTION SYSTEM.....	128

2.3 DATA HANDLING REQUIREMENTS	128
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2.4 BREACH OF SECURITY	128
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1 INFORMATION SYSTEMS

1.1 General Requirement

- 1.1.1 This **Annex 09** 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.
- 1.1.2 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 agreed third parties (including *Consultants*) without additional expenditure by the *Client* or the need for complex or 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.
- 1.1.3 The *Consultant* maintains all its Information Systems so as to enable their
- 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.

1.2 **Consultant Information Systems**

1.2.1 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 1.9, 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 HMG Security Policy Framework (SPF) (see link in **Annex 02**) in respect of those Information Systems.

1.3 **Client Information Systems**

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

1.4 **Access Requirements to Information Systems provided by the *Client***

1.4.1 Gateway access requirements

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

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

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

1.4.3 The *Consultant*

- applies 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 *Consultant's* staff that it expects to use the link,
- arranges suitable support and business continuity for connection to the Gateway,
- facilitates the installation and maintenance of the Gateway by the *Client's* consultants,
- employs appropriate requirements and procedures, and trains its staff to operate the Current Systems,
- attends training in connection with the implementation, and where appropriate, the *Consultant* facilitates the implementation of New Systems and any other systems required by the *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 acceptance of the *Client*.

1.4.4 The *Consultant* acknowledges that

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

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

1.4.6 Other access requirements

- *Client* Information Systems not covered by clause 1.4.1 may be accessed through the Internet via third party hosts and using

relevant software applications installed on Consultant Systems. They are not subject to the same security and related access requirements that apply to *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*.
- For guidance, the right column in **Table 2** and **3** indicates whether access to the *Client* Information Systems is required via the Gateway.
- The *Consultant* ensures that any device which is used to Process Client Data meets all of the security requirements set out in the National Cyber Security Centre (NCSC) End User Devices Platform Security Guidance, a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/end-user-device-security>.

1.5 Access Requirements to Information Systems provided by the Consultant

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

1.6 Consultant Security and User Access

- 1.6.1 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.
- 1.6.2 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*.
- 1.6.3 The *Consultant* notifies the *Client's* IT Security Team and the help desk when staff with access to the *Client's* IT network, leave their employment.
- 1.6.4 The *Client* suspends any accounts supplied to persons who use *Client's*

Information Systems for or on behalf of the *Consultant* if they are not used for a continuous period of six months.

1.6.5 The *Client* deletes any accounts supplied to persons who use *Client* Information Systems for or on behalf of the *Consultant* if they are not used for a continuous period of thirteen months.

1.6.6 The *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”), or they are used from a device which is not issued by the *Consultant*, or they are used from a physical location not agreed with the *Client*. Accounts suspended will not be re-opened until a formal explanation for the account’s misuse is provided by the *Consultant*, and in all these cases the *Client* will not be liable for any financial penalty or other expense incurred as a result of the *Consultant* failing to meet its commitments.

1.7 Software and Licences

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

1.7.2 The *Consultant* has in place or procures its own licences required to use common software applications that it may require to be able to interface with, or to access *Client* Information Systems.

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

1.8 Liaison and cooperation between *Client* and *Consultant*

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

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

1.9.1 Electronic Document and Records Management

The *Consultant* operates an Information System for the management of electronic documents and records (including e-mails) which are created and maintained on behalf of the *Client*. Documents and records are

defined in the *Clients* record policy, a copy of which can be obtained from the *Client*.

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

1.10 Information Systems provided by the *Consultant*

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

System	Comment
IT and Information Security Systems	It is expected that the <i>Consultant</i> will implement 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 service provided.
Quality Management System	It is expected that the <i>Consultant</i> will implement 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	It is expected that the <i>Consultant</i> will exploit collaboration technologies
Change Control System	This Information System will manage changes to processes and systems
Customer Relationship Management System (CRM)	This Information System will manage the CRM strategy to ensure long lasting relationships with the <i>Consultant's</i> customers The CRM Information System will seek to improve customer service by performing functions such as identifying what customers value the most and providing an effective mechanism to handle problems and complaints
Human Resource Management System (HRMS)	It is expected that the <i>Consultant</i> will use a HRMS to manage issues such as recruitment, skill sets, employee history and payroll

Financial Management System (FMS)	The <i>Consultant</i> will use 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
Primavera	Primavera (Management software) - enterprise project portfolio management software. It includes project management, product management, collaboration and control capabilities, and integrates with other enterprise software such as Oracle and SAP's ERP systems
Xactium	A Risk Management Tool
	or any revised systems notified by the <i>Service Manager</i>

1.11 Current Systems provided by the *Client* to meet the contract management information requirements (as stated below unless instructed otherwise by the *Service Manager* by the end of Delivery Phase 2 in accordance with Schedule CS3 (Client Software))

Table 2 Current Systems	
Current Information System	Description
Highways England Supply Chain Portal	An internet collaboration site for the <i>Client</i> and its partners
Highways Agency Management Information System (HAMIS)	Portal Information System providing access to HAGIS. A single platform for information for all directorates, from simple code look up utilities to more sophisticated forecasting and reporting tools.
Highways Agency Geographical Information System (HAGIS)	Stores information using the latest digital mapping, which allows users to view geographical data for a specific area of the UK by zooming in and out and using the built in Geographical Information Systems (GIS) tools

CEMAR – (Contract Event Management Analytics and Reporting)	<p>CEMAR is a cloud based NEC contract management system. It is a collaborative tool that requires the two parties, <i>Client</i> and <i>Consultant</i>, to manage contract events through the system as required by good practice NEC contract management. System features include the following</p> <ul style="list-style-type: none"> • contract event management through registers, for example early warnings, compensation events, <i>Service Manager</i> instructions, • applications for payments / invoices, • technical queries and defect management and • general communications. <p>Multiple in-built reports and charts and graphs proving reports and dashboards across one or multiple contracts to allow effective management of contracts through outputs on communication behaviour, cost, quality, risk and time.</p>
Accident Incident Reporting System (AIRSweb)	The AIRSweb incident reporting Information System, allowing the completion of a single incident report online, which can be submitted to several organisations.
WebDAS	WebDAS provides service providers with an easy to use front end to Departures Approvals System (DAS) for submitting departures and searching past submissions. Database of departures from the <i>Client's</i> requirements and aspects not covered by requirements, including Specification for Highway Works (SHW) specification departures.
Highways Agency Logging Environment (HALOGEN)	HALOGEN is the central source for Highways Agency Traffic Management Systems (HATMS) logged data. It records setting, state change and fault information for signals, signs and emergency roadside telephones on England's motorway network.
Asset Visualisation and Information System (AVIS)	AVIS is a driven survey consisting of video cameras viewing multiple directions, with a simultaneous LiDAR survey. The LiDAR survey provides 3D point cloud data, accurate to 30mm - essentially a 3D model of the network. It provides an inventory of assets along with GIS files.
WebTRIS - Traffic Information System and WEB	<p>WebTRIS Highways England's Traffic Information System.</p> <p>It provides historic speed and flow data for the past 10 years in 15 minute time slices at count slices across the Highways England network. Data is currently taken from Motorway Incident Detection and Automatic Signalling (MIDAS), Traffic Monitoring Units (TMU), Traffic Appraisal, Modelling and Economics (TAME) count sites and also from legacy TRADS (Traffic Flow Database System) sites for older data. This contains hourly count data from inductive loops at approximately 1000 locations across the <i>Client's</i> network</p>

Highways Agency Pavement Management System (HAPMS)	<p>HAPMS is a set of IT systems that hold the following data sets</p> <ul style="list-style-type: none"> • approved network master data set, • pavement inventory master data set, • pavement construction master data set, • pavement condition master data set, • inventory master data set, • traffic data and • accident data. <p>HAPMS also provides the following business capabilities</p> <ul style="list-style-type: none"> • analysis and reporting of data both in map-based and textual formats and • integrated tools for the whole life cost optimisation, of proposed pavement maintenance schemes.
Structures Management Information System (SMIS)	SMIS provides operational support to structures management throughout the lifecycle of the structure.
Highways Agency Geotechnical Data Management System (HAGDMS)	Internet hosted and GIS based geotechnical inventory. Holds details of the Highways England geotechnical asset, together with geological maps, borehole details, and specialist reports.
Highways Agency Drainage Data Management System (HADDMS)	Shares the facilities developed for HAGDMS and exists on the same platform. This provides integrated geotechnical/drainage information.
Lean Tracker System	A system used to capture and track lean benefits.
Scheme Appraisal Report (SAR)	Allows appraisal details of Local Network Management Schemes to be submitted to the <i>Client</i> .
National Faults Database (NFDB)	Database for manual entry of faults and issues relating to Highways Agency Traffic Management Systems (HATMS) and other operational systems.

Cultural Heritage Database	Part of HAGIS. Database of Cultural Heritage items.
Technology Performance Management Services (TPMS)	<p>TPMS is a set of IT systems to support the maintenance and management tasks for control and communications equipment. TPMS currently provides the following functionality</p> <ul style="list-style-type: none"> • technology fault management, • technology planned maintenance recording, • technology asset status recording (including for instance results of electrical testing), • recording of asbestos risk in technology equipment, • recording the connection of technology equipment via unmetered power supplies for payment for energy used by technology, • calculation of performance statistics on technology equipment and • provision of data on <i>Consultant</i> performance to allow effective Performance Management.
Highways Agency Environmental Information System (HA) EnvIS	EnvIS consists of specific environmental data supplied by <i>Consultants</i> , the HA and other bodies which is collated and displayed in a read only format in the Highways Agency Geographical Information System (HAGIS). This data is used to assist in managing the environment, within and surrounding the trunk road network, and in the review and reporting of the environmental performance of both <i>Consultants</i> and the <i>Client</i> .
Collaborative Management Toolkit (CMT)	<p>Methodology and tool used to measure and report on <i>Consultant's</i> performance.</p> <p>Relates to the Asset Led Delivery Management (ALDM) contract types. The CMT allows for the production of the Motivating Success Toolkit scores.</p>
Scheme Analysis System (SAS) tools for Drainage, Geos and Structures	<p>Tools for the whole life cost optimisation of maintenance at a Scheme level.</p> <p>The <i>Consultant</i> at its own cost use the SAS tools for Drainage Geotechnical and Structures assets as directed by the <i>Client</i> in support of specific proposals for individual Schemes.</p>
Planned Engineering Works (PEW) System	System for the notification of planned engineering works that impact on the operational availability or functionality of HA Traffic Management Systems (HATMS) or require access to regional Control Centre (RCC) Equipment/Control Rooms.
Noise Assessment and Insulation System (NAIS)	GIS based tool for predicting noise impacts on the environment surrounding the trunk road network.

National Faults Database (NFDB)	Database for manual entry of faults and issues relating to Highways Agency Traffic Management Systems (HATMS) and other operational systems.
Severe Weather Information System (SWIS)	Provides the <i>Client</i> with information on the state of the network and weather related incidents.
Routine and Maintenance Management System (PB Confirm)	<p>The <i>Client</i> provides a Routine and Maintenance Management System which will be used to raise and manage works orders and process applications for payment.</p> <p>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.</p>
Confirm and ConfirmConnect	The <i>Consultant</i> uses Confirm and Confirm's mobile solution (ConfirmConnect) to manage their operational process. Operatives use ConfirmConnect to capture job data in the field and where necessary additional tasks on the handheld device.
Confirm Workzone	Confirm Workzone scheduling tool will be available and this or Confirm can be used for scheduling jobs. Confirm Job Costing will also be available to support the capture of labour, plant and material in the field.
Network Occupancy Management System (NOMS)	<p>The <i>Client</i> provides a Network Occupancy Management System (NOMS) as part of the Integrated Asset Management Information System (IAMIS) that is fully compliant with the national specification for the Electronic Transfer of Notifications (EToN) and is used to</p> <ul style="list-style-type: none"> • record, update and manage all occupancies on the Project Contract Sites including their delay and impact and • record, update and manage all information as necessary for the fulfilment of obligations relating to <ul style="list-style-type: none"> • Traffic Management Act 2004 • New Roads and Street Works Act 1991 and • other legislation associated to the delivery of the TMA 2004 s16 Network Management Duty and associated secondary legislation. <p>NOMS provides direct information feeds to external stakeholders for public use and feeds to the Clients National Traffic Information Service (NTIS) for publication to customers</p>

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

Table 3 New Systems	
New Information System	Description
Integrated Asset Management Information System (IAM IS)	<p>Prior to Completion, it is intended that the IAM IS will replace the following <i>Client</i> data management systems</p> <ul style="list-style-type: none"> • Network Occupancy and EToN (SRW), • Pavement and Approved Network Model (HAPMS), • Structures (SMIS), • Geotechnical (HAGDMS) and • Drainage (HADMS) <p>IAM IS will provide functionality for the asset support <i>Consultant</i> to manage customer enquiries, record defects, schedule inspections and record incident data. This information will be available to the <i>Client</i> to better understand the condition of the asset and manage the contract using enhanced reporting capabilities.</p> <p>Information within the <i>Client's</i> current data systems, HAGDMS, HADDMS, HAPMS and SMIS will be incorporated in to IAM IS.</p>
Financial System	The <i>Client's</i> new finance and accounting Information System which supports major business transaction processing requirements.
Emergency Services Network (ESN)	ESN will provide 'next generation integrated critical voice and broadband data services' and will replace Airwave.
Green Claims	System to enable the electronic submission of Green Claims information.
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 requirements of this Annex 09 . When/ if provided, the <i>Consultant</i> provides performance data directly into the PMIS.
Finance and Works Management System (PB Confirm)	<p>The <i>Client</i> intends to introduce a Finance and Works Management System which will be used to raise and manage works orders.</p> <p>The <i>Consultant</i> uses the system and provides such information to the <i>Client</i> as required to evidence the service provided and costs incurred to Provide the Service.</p>

2 INFORMATION SECURITY

2.1 Security Plan

- 2.1.1 The *Consultant* prepares a robust information security plan complying with the *Client's* information security requirements and submits it to the *Service Manager* for acceptance. The *Consultant* includes the security plan in its quality management system. The security plan complies with the requirements of ISO/IEC27001 and ISO/IEC27002 and includes procedures which
- ensure compliance with the Data Protection Legislation,
 - protect information against accidental, unauthorised or unlawful processing, destruction, loss, damage or disclosure of Personal Data,
 - ensure that unauthorised persons do not have access to Personal Data or to any equipment used to process Personal Data,
 - protect IT systems from viruses and similar threats,
 - provide for disaster recovery, and in particular ensure that the Personal Data is safely backed-up and
 - provide for the vetting of its employees and subcontractors' staff in accordance with the *Client's* staff vetting procedures.
- 2.1.2 The *Consultant* provides training for its employees and subcontractors in accordance with the security plan.
- 2.1.3 The *Consultant* does not use any confidential or proprietary information provided to or acquired by it for any purpose other than to Provide the Service. The *Consultant* implements measures to prevent the disclosure of such information by its employees or subcontractors.
- 2.1.4 The *Client's* security policy is set out in the documents "Statement of Highways England's IT Security Policy" and Chief Information Officer Memos 01/09, 05/08 and 04/08 (see link in **Annex 02**).
- 2.1.5 At Completion or termination, the *Consultant* gives to the *Service Manager* all Personal Data held by the *Consultant* in a format specified by the *Service Manager* (or any subcontractor at any stage of remoteness from the *Client* and Sub-Processor) and destroys, and procures that any subcontractor (at any stage of remoteness from the *Client*) and Sub-Processor destroys, any electronic and paper copies of such data in a secure manner.

2.1.6 Where the *Consultant* obtains or collects Personal Data on behalf of the *Client*, the *Consultant*

- provides to Data Subjects a data protection notice in a form accepted by the *Service Manager* informing the Data Subject of the identity of the *Client*, the identity of any data protection nominated lead it may have appointed, the purpose or purposes for which their Personal Data will be processed and any other information which is necessary having regard to the specific circumstances in which the Personal Data is, or is to be, processed to enable processing in respect of the Data Subject to be fair and
- where applicable, obtains all necessary consents for the processing of Personal Data.

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

2.2 Data Collection System

2.2.1 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.

2.2.2 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.

2.3 Data Handling Requirements

2.3.1 The *Consultant* complies with the *Client's* data handling policy (see link in **Annex 02**) when working on the Client Systems or handling the *Client's* data.

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

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

2.4 Breach of Security

2.4.1 "Breach of Security" is the occurrence of

- any unauthorised access to or use of the Information Systems, the *Client* Premises, the Sites, the Consultant System, the Client

System (to the extent that it is under the control of the *Consultant*) or any IT, information or data (including the Confidential Information and the *Client* Data) used by the *Client* or the *Consultant* in connection with the contract or

- the loss (physical or otherwise), corruption 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* or the *Consultant* in connection with the contract.

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

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

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

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

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



Highways England Company Limited

Scope

Annex 10

Quality Table

LIST OF CONTENTS

1 QUALITY TABLE134

1 QUALITY TABLE		
Failure	Quality Management Points	Period of effect
Failure to appoint a quality manager or to replace the quality manager when instructed by the <i>Client</i>	25	Until audit confirms that failure corrected
Failure to have a complete Quality Plan in place and operating	25	Until audit confirms that Quality Plan complete and operating
A Quality Plan does not comply with the requirements of the contract	10 per failure	Until audit confirms that Quality Plan complies
Failure to identify a Non-Conformity and raise a Non-Conformity report	5 per Non-Conformity	6 months
Failure to raise a corrective action report and to correct a Non-Conformity in the time and manner set out in the corrective action report (see note 1 below)	10 per failure	Until failure corrected
Failure to correct Quality Plan in the time and manner set out in a corrective action report (see note 1 below)	10 per failure	Until failure corrected
Failure to implement recommendations in audit report (see note 1 below)	5 per recommendation	Until audit confirms that recommendation implemented
Failure to carry out internal audit	15 per audit	Until audit carried out
Carrying out work without release of hold point	10 per item	6 months
Failure to make records available for inspection by the <i>Client</i>	10 per failure	Until the records are made available
Failure to allow access for <i>Client</i> audits (excluding audits of the Health and Safety Maturity Matrix (HSMM))	10 per failure	Until access is allowed
Failure to have a complete HSMM Action Plan in place and operating as required by the contract	25 per failure	Until audit confirms that HSMM Action Plan complete and operating
Failure to update HSMM Action Plan as required	10 per failure	Until audit confirms that HSMM Action Plan updated
Failure to take an action detailed in the HSMM Action Plan	10 per failure	Until failure corrected

<i>(see note 1 below)</i>		
Failure by <i>Consultant</i> to accrue Quality Management Points that should have been accrued	The number of Points that should have been accrued	The period applicable to the failure that should have accrued Points
	plus an additional number of Points equivalent to the Points that should have been accrued	6 months from the date when the additional Points were accrued
Failure to provide the Project Information Systems as required by Schedule SP1 (General Systems Requirements)	10 per failure	Until the system is fully available
Note 1: For these failures additional Points are accrued at each audit until an audit confirms that rectification/correction/implementation/action has taken place.		



Highways England Company Limited

Scope

Annex 11

Continual Improvement & Innovation

LIST OF CONTENTS

1	CONTINUAL IMPROVEMENT AND INNOVATION	138
1.1	PURPOSE AND SCOPE	138
1.2	OUTCOME REQUIREMENTS.....	138
1.3	STRATEGIC OBJECTIVES	139
1.4	THE METHODS.....	140
1.5	PERFORMANCE MEASUREMENT.....	146
1.6	TRAINING	147

1 CONTINUAL IMPROVEMENT AND INNOVATION

1.1 Purpose and Scope

1.1.1 This **Annex 11** sets out the *Client's* minimum requirements for the *Consultant* in terms of continual improvement using Lean principles and Structured Innovation for the delivery of the *service*.

1.1.2 Continual improvement and innovation comprises five parts

- 1) outcome requirements,
- 2) strategic objectives,
- 3) the method (s)
 - a. Lean Continual Improvement and
 - b. Structured Innovation,
- 4) performance measurement and
- 5) *Client's* training.

1.2 Outcome requirements

1.2.1 The primary outcome from using continual improvement, based upon Lean principles, is the generation and realisation of reductions in the cost of Providing the Service for the benefit of both the *Client* and the *Consultant*, while still achieving the requirements of the customer. These cost reductions will contribute to the overall efficiency savings that are specified in the Highways England Strategic Business Plan 2015-2020 and Highways England Delivery Plan 2015-2020 (see link in **Annex 02**) and beyond. Lean efficiency savings will be registered on the *Client's* regional efficiency register.

1.2.2 An additional outcome will be the improvement of quality in Providing the Service, at a reduced or no additional cost to the *Client*.

1.2.3 A further outcome will be that collaborative working techniques, such as Lean, Collaborative Planning will become fully integrated into all business activities. This will ensure a one team approach is seen as the culture for the contract and drive engagement right the way down from the *Client* through the entire supply chain. Lean Collaborative Planning will be used to manage the delivery of both programmes and projects.

1.2.4 Lean Continual Improvement will ensure a focus is maintained at all times on the requirements of the customer, both internal and external.

1.2.5 A full appreciation and consideration of the importance to whole life costing is to be adhered to at all times. The *Client* and its supply chain will need to demonstrate, with supportive evidence, that full consideration has been

given to whole life costs during the optioneering/value engineering phases of a design.

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

1.3 Strategic objectives

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

procedures contained within section S541. The review of the value streams identifies waste and removes it.

- 1.3.6 The *Consultant* actively seeks out improvement opportunities that primarily generate reductions in the cost of Providing the Service whilst also still meeting the needs of the customer. The *Consultant* not only generates new and original improvement opportunities but makes full use of the *Client's* Lean Knowledge Transfer Packs (KTP), which detail improvement ideas from the highways sector, that they can deploy on their phase of the construction process (see link in **Annex 02**).
- 1.3.7 The *Consultant* ensures that their employees and their supply chain's employees have Lean Continual Improvement and Structured Innovation skills and understanding. The level of skill and understanding required varies depending on the role being executed, but the *Consultant* trains sufficient numbers of employees to meet the needs of the business and those of the *Client*.
- 1.3.8 The *Consultant* ensures that every employee from the most senior leader down, has Lean Continual Improvement goals incorporated into their annual personal development plans. These goals contribute to the efficiency targets that the *Client* is required to achieve, as defined in the Highways England's Strategic Business Plan of 2015 to 2020 and beyond.
- 1.3.9 The *Consultant* ensures the realisation of the cost savings for all payment types in the contract (lump sum, target cost, or time charge) by using Lean Continual Improvement and Structured Innovation techniques. These efficiencies are registered on the *Client's* regional efficiency register, with supporting evidence lodged as a Benefit Realisation Capture Form ("BRCF") and KTP on the Highways England Lean tracker (see link in **Annex 02**).
- 1.3.10 The *Consultant* delivers other benefits that result in an improvement to the quality of the service at a reduced or no additional cost to the *Client*, whilst also meeting the requirements of the customer.

1.4 The methods

Lean Continual Improvement

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

a high level quality. Lean works through a relentless elimination of waste and reduction of variation. The reduction of variation will bring stability to programme and project delivery through the use of Lean collaborative planning techniques.

1.4.3 The *Consultant* uses Lean tools to systematically make improvements, in a planned sequence, to its key value streams and the Processes and Procedures in its Quality Plan (as defined in section S541) in order to identify customer requirements, establish and optimise the execution of value adding activity, identify and minimise non-value adding activity and eliminate waste.

1.4.4 The execution of continual improvement forms part of the role and accountability of the *Client*, as defined in section S541. Continual improvement is the role and duty of every employee member of staff just as with Health and Safety.

1.4.5 The following points in paragraph 1.4.6 below are a synopsis of the Lean Continual Improvement methodology that are contained in the Highways England Lean Maturity Assessment (HELMA) see link in **Annex 02**. The full HELMA document and scoring matrix is available for free download from the Highways England Lean Publications web-site (see link in **Annex 02**), these documents represents a skeleton for how a successful business would operate to continuous improvement principles. Lean is not a stand-alone continual improvement methodology, undertaken by a select few, but is a successful business operating methodology and culture to be undertaken by everyone working on the contract.

1.4.6 **Integration of Lean into business strategy**

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

Lean leadership and engagement

The *Consultant* ensures

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

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

Deployment management/ Lean infrastructure

The *Consultant* ensures

- the organisation has a Lean deployment strategy in place that manages all Lean activity,
- the Lean deployment strategy analyses business and *Client* needs, the training of employees, the analysis of value streams, whilst also prioritising Lean activity for the capture of efficiency benefits and the transfer of knowledge. The Lean strategy covers each of the 10 HELMA aspect areas,
- lean priorities are set by consensus in line with the *Client's* vision and have the full commitment of the leadership team and
- a Lean deployment programme for the year is in place that follows the format of the Lean Improvement Action Plan (see link in **Annex 02**).

Understanding customer value

The *Consultant*

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

Understanding of processes and value streams

The *Consultant* ensures

- for all critical value streams and most minor processes, effectiveness is frequently measured, displayed and counter measures introduced when required to drive continual improvement,
- for all value streams and processes, formal improvement plans are seamlessly woven into the day to day activities of the teams within the organisation and
- when value streams and processes are analysed, bottlenecks are identified, root causes for defects understood and waste removed via the application of the eight wastes.

Use of methodology and tools

The *Consultant* ensures

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

Organisational coverage, activity and capability

The *Consultant* ensures

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

Performance improvement/ Benefit Realisation and delivery

The *Consultant* ensures

- they directly contribute to the Highways England Area Efficiency Register by lodging efficiencies and registering them as Lean techniques,
- contributions to the Efficiency Register are evidenced through KTPs lodged on the Highways England Lean Tracker and supported by BRCF. Guidance on BRCFs and KTPs is available for free download from the Highways England portal (see link in **Annex 02**) and
- leadership team reviews and improvement activities are tracked and managed through to their ultimate realisation.

Lean collaboration, climate and culture

The *Consultant* ensures

- leaders create a climate in which people want to do their best, to motivate direct reports and all team members of the organisation and

- leaders ensure meetings are conducted around visual display boards, where team performance is actively displayed, discussed and countermeasures put in place to mitigate concerns and causes to drive root cause solutions to problems.

Supplier maturity

The *Consultant* ensures

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

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

1.4.8 The *Consultant* refers to the *Client's* Managing Down Cost Toolkit to identify and consider continual improvement opportunities (see link in **Annex 02**).

Structural Innovation

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

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

1.4.11 The *Consultant* executes the following minimum Structured Innovation methodology, although it is accepted that it may adopt, at its own discretion, additional methods to deliver Structured Innovation.

1.4.12 The *Consultant* uses Structured Innovation tools to drive a culture of innovation within their business. By adopting a structured approach it

ensures innovation becomes a skill that can be applied by all employees and not just a select few.

- 1.4.13 The execution of Structured innovation enables *Consultant's* staff to come up with large step change ideas to meet the challenges of the future as identified in Highways England Strategic Business Plan of 2015-2020, in terms of increased spend balanced against a finite resource and expected efficiency savings.
- 1.4.14 The *Consultant* implements the following
- Strategic Use of Structured Innovation - adopts structured innovation principles as part of formal strategic plans for the *Consultant's* business including the Area Strategic Business Plan,
 - Effective Supporting Infrastructure - defines, develops and establishes a supplier network hub to raise awareness and use of structured innovation techniques,
 - Innovation Leadership - ensures senior leaders and management within the *Consultant's* organization enthusiastically embrace the concept of structured innovation and drive its use,
 - People Development - ensures an education and training programme has been designed and deployed for all levels to cover structured innovation,
 - Structure and Behaviour - ensures policies and procedures promote, encourage and support the use of structured innovation, and that a mechanism is in place to capture innovations that link to the solution of problems and
 - Collaborative Working - ensures that structured innovation is used to drive innovation at collaborative working meetings.
- 1.4.15 In carrying out the above approach the *Consultant* assists and enables its supply chain in the adoption of structured innovation techniques.
- 1.4.16 The following list of Structured Innovation tools represent the minimum that the *Consultant* uses in deploying structured innovation
- consider "ideality" at the start when solving any problem, what is your ideal solution without the constraints of cost and technology and from this you can assess what are the main functions of ideality that you deliver, and those functions that can be dropped,
 - thinking in both time and scale, using the 9 Box technique,
 - the structured innovation prism, which leads you to consider world problems which mirror your problem which will lead to world solutions,
 - the 39 technical contradictions matrix, which leads to 40 inventive principles,
 - the use of functional analysis for the trimming of harmful actions from an operating system,

- the 8 trends of evolution,
- the analysis of the resources you have in your system which best match your customer's requirements,
- the effects data base of 2500 solutions,
- the 12 standard creativity triggers to promote big picture thinking and
- identify on KTP how structured innovation helped deliver a solution.

1.5 Performance Measurement

- 1.5.1 The *Consultant* records and measure the benefits realised from the execution of the Lean Continual Improvement process in accordance with the *Client's* Lean Benefits Realisation Guide (see link in **Annex 02**). This system uses a BRCF which at start up reports the forecast of expected savings and upon completion records the actual savings achieved. The *Consultant* submits a KTP for every improvement that is made so that this knowledge can be shared across the industry and further savings can be made when this new way of working is implemented. The *Consultant* proactively reviews and implements previous KTPs and adopts these new ways of working within its own organisation. Additionally, the KTPs form the documentary evidence that is required by the Office of Rail and Road regulation for the efficiencies the *Client* is claiming.
- 1.5.2 The *Consultant* submits an annual Lean Continual Improvement Action Plan (IAP) to the *Client*. Copies of the IAP can be downloaded free.
- 1.5.3 The *Consultant* reports to the *Client* on a monthly basis the following matters using an "A3" format performance report (see link in **Annex 02**). Details of the A3 format are available for download on the *Client's* website
- lean benefits achieved within month and forecast lean activities for the next month in line with the milestones in the annual Lean Continual improvement action plan and
 - ensure results are recorded showing general details about the improvement, planned/targeted benefits, and actual/realised benefits with supporting calculations.
- 1.5.4 For all Lean efficiency savings and all Lean projects, the *Consultant*
- reports savings using the Client's Benefits Realisation Capture Form, and area efficiency register,
 - completes KTP, in either a report or A3 style that follows Define, Measure, Analyse, Improve, Control and Transfer (DMAICT) and
 - logs the KTP on the *Client's* Lean Tracker System as detailed in **Annex 09**.

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

1.6 Training

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

- one day of Lean awareness for key staff,
- collaborative planning and programme planning workshop, for key staff,
- effective use of continual improvement cells workshop for key staff,
- structured innovation awareness workshop for key staff and
- lean problem solving workshop for key staff.



Highways England Company Limited

Scope

Annex 12

Communications

LIST OF CONTENTS

1	COMMUNICATIONS	150
1.1	INTRODUCTION	150
1.2	GENERAL COMMUNICATION	150
1.3	MEDIA RELATIONS	152
1.4	SOCIAL MEDIA.....	153
1.5	BRANDING AND MARKETING	154
1.6	TRAFFIC MANAGEMENT	155
1.7	PUBLICITY AND PUBLIC RELATIONS	156
1.8	COMMUNITY RELATIONS.....	157

1 COMMUNICATIONS

1.1 Introduction

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

1.2 General Communication

- 1.2.1 The *Consultant* is to liaise with the *Service Manager*, in the first instance, in relation to all communications activities, opportunities and issues, unless otherwise agreed by the *Client*.
- 1.2.2 The *Consultant* catalogues and records all documents, relating to communications undertaken during the life time of the contract, in accordance with section S560 and S561 and the Services and Systems Schedules referred to therein.
- 1.2.3 The *Consultant* provides a monthly communications report to the *Service Manager*. The report is a mandatory requirement and is to include details of all proactive and reactive communications activity undertaken by the *Consultant* (and subcontractor where applicable). The report also includes details of all known existing or potential communication risks (e.g. damage to the *Client's* reputation), known enquiries or issues, progress with project milestones and community liaison work. The *Consultant* is not required to purchase a media monitoring or cuttings service in order to prepare the monthly report or as part of the contract.
- 1.2.4 The *Consultant* provides a project communications plan, prior to the commencement of an event or communications activities relating to the

service, along with any copies of communications literature (e.g. leaflets and other printed materials) developed by the *Consultant* for use prior to, or during, the *service*.

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

1.2.9 The *Client* requires

- regular liaison between the *Consultant* and the *Client*,
- the *Consultant* to attend a monthly communications management meeting, set up by the *Client*, to discuss communications best practise, all known existing or potential risks, any other all communications activities relating to the *service*,
- a basic fact sheet and route map to be available for issue to the media as required and
- the *Consultant* to commit to maintain regular and open communication with the *Client*.

1.3 Media Relations

- 1.3.1 The *Consultant* seeks prior approval from the *Client* before any contact is made with the media in relation to the contract. The *Consultant* retains regular contact with the *Service Manager*, as required by the *Client*.
- 1.3.2 The *Consultant* accepts that the *Client* can issue press notices and generate other publicity in relation to the contract (e.g. offering media interviews or placing articles in the press).
- 1.3.3 The *Consultant* does not release any information until the *Client* has made its own announcement to the media in relation to the award of a contract or the commencement of the new service. The *Consultant* seeks prior approval from the *Client* before issuing press notices.
- 1.3.4 The *Consultant* immediately notifies the *Client* of any media enquiries received by the *Consultant* in relation to the contract. The *Consultant* does not make any comments or attend any interviews to the media without seeking prior written consent from *Client*.
- 1.3.5 The *Consultant* immediately informs the *Client* of any possible reactive or proactive media opportunities in relation to the contract, including any sensitive issues that may attract media interest.
- 1.3.6 The *Consultant* provides the *Client* with any information, which enables the *Client* to provide advance and reactive notice to the media in relation to the impact the contract may have upon road users (e.g. providing details on programme dates).
- 1.3.7 The *Consultant* seeks prior approval from the *Client* before arranging any visits to any location that falls under the contract, by journalists, photographers, film crews. The *Consultant* is responsible for arranging all facilities and attendees required for the visits.

- 1.3.8 The *Consultant* makes explicitly clear when speaking on behalf of the *Client* during media activities (e.g. interviews) in connection with the contract. The *Consultant* seeks prior written approval from the *Client* before conducting interviews in relation to the *Client's* policies and procedures.

1.4 Social Media

- 1.4.1 The *Consultant* adheres to the *Client's* Social Media Policy (see link in **Annex 02**), when undertaking any social media activities on behalf of the *Client*, or in relation to the *service*.
- 1.4.2 The *Client* uses its own social media channels to promote work being undertaken on its behalf by the *Consultant*. The *Consultant* will not set up any social media channels on behalf of the *Client*.
- 1.4.3 Where the *Consultant* requires the use of social media to communicate on behalf of the *Client*, or in relation to the *service*, the *Consultant* seeks prior approval from the *Client*.
- 1.4.4 The *Consultant* seeks written approval from the *Client* prior to undertaking any social media activity, in association with or, on behalf of the *Client* or the *service*, via its own social media channels.
- 1.4.5 The *Consultant* is to maintain regular and open communication with the *Client* where instructed to do so throughout the lifetime of the contract.
- 1.4.6 The *Consultant* makes the *Client-Consultant* relationship explicit when undertaking social media activity on behalf of the *Client* or in relation to the *service*.
- 1.4.7 The *Consultant* does not release any information on social media in relation to the award of a contract or the commencement of the new *service*, until the *Client* has made its own announcement via its own approved media channels. The *Client* reserves the right to decline any posts, by the *Consultant*, on social media.
- 1.4.8 The *Consultant* does not respond to any customers enquiries about, or on behalf of, the *Client* via its own social media channels, unless otherwise agreed with the *Client*. The *Consultant* passes all social media enquiries to the *Client*, immediately.
- 1.4.9 The *Consultant* takes all necessary action to notify the *Client* where roadworks impact on the road user, enabling the *Client* to effectively communicate this information via its own social media channel.

1.5 Branding and Marketing

- 1.5.1 The *Consultant* adheres to the *Client's* tone of voice and visual branding guidelines, particularly when undertaking any public facing activities. The *Client's* visual identity specifications are
- Highways England: Our Visual Identity, (see link in **Annex 02**) and
 - 'Normal not formal. A guide to our corporate narrative, tone of voice and writing style' (see link in **Annex 02**).
- 1.5.2 The *Consultant* uses the *Client's* existing approved templates and all other applicable materials, so far as is practicable when developing and producing communication plans for the contract. The *Consultant* seeks approval from the *Client* before using its own templates and materials.
- 1.5.3 The *Consultant* conforms to the *Client's* visual identity and branding policy and technical specifications, including for the preparation and production of all information and communications materials including signs and works signage. These are set out in the *Client's* visual identity specifications and visual branding guidelines, as outlined in clause 1.7.1 above, and further information is available from the *Client*. All material is to be approved by the *Client*.
- 1.5.4 The *Consultant* adheres to the *Client's* visual branding guidelines and visual identity specification in relation to the branding and removal of branding of any dedicated operations vehicles. This also applies to letters, emails, personal protection equipment, PowerPoint presentations, leaflets, newsletters, statutory notices and all other materials. For a full list of where *Client* logos can and cannot be used, refer to the *Client's* visual branding guidelines and visual identity specifications referred to in paragraph 1.5.1 of this **Annex 12**. The *Client's* branding is to be present on all contract related materials.
- 1.5.5 All branding and design issues are the responsibility of the *Client* and the *Consultant* seeks, follows and implements the advice of this team.
- 1.5.6 The *Consultant* provides the *Service Manager*, as required, with information in relation to the *contract*, to update the *Client's* website. All content is to be approved by the *Client* prior to issue onto the website. All material relating to the contract on the *Clients'* or other external websites (i.e. non-*Client* websites) are to make the *Client-Consultant* relationship explicit in that the *Consultant* is working on behalf of the *Client*.
- 1.5.7 The *Consultant* undertakes all information and communication activities, commensurate with major closures, and adheres to all spending or operational restrictions in force at that time. The *Consultant* takes all necessary action to ensure that road users and other stakeholders are made

aware of the closure before commencing their journeys in accordance with paragraph 1.6.1 below.

1.6 Traffic Management

- 1.6.1 The *Consultant* uses channels as agreed with the *Client*, including those owned by the *Client*, to inform customers of road or lane closures and to timescales outlined in the *Client's* network occupancy requirements (see link in **Annex 02**), including the times and dates of the closure, unless otherwise agreed by the *Client*.
- 1.6.2 The *Consultant* undertakes engagement in the local community to provide advanced notice of intended roadworks. This includes, but is not limited to, local authority briefings, information notices to emergency and breakdown services, publicity material at service areas, petrol filling stations, seaports and airports, network reliant businesses, press releases, dialogue with broadcast media, publicity campaigns, use of existing Highways England Variable Message Signs, use of strategically placed Portable Variable Message Signs and use of Journey Time Recognition System. The *Consultant* adheres to the *Client's* Branding and Style Guidelines when delivering the activities in order to enhance or protect the *Client's* reputation.
- 1.6.3 The *Consultant* works collaboratively with all stakeholders to avoid closure clashes to ensure that alternative routes remain available for use by road users. The *Consultant* carefully manages all closures on routes, which are regularly used by road users, to reduce delays to a minimum. Where clashes or impact is unavoidable, the *Consultant* communicates the issue to the *Service Manager*.
- 1.6.4 The *Consultant* prepares a traffic management communications plan and submits to the *Client* for acceptance prior to the commencement of any planned works. The traffic management communications plan is to include key messages, communication channels, communications procedures and target audiences identified by the *Consultant*, and communications contingency plans for addressing incidents or emergencies. The traffic management communications plan will clearly align to the *Client's* vision, values and company narratives, allowing stakeholders to understand how the *service* contributes to the *Client's* overarching company objectives.
- 1.6.5 The *Consultant* includes the *Service Manager* in all monthly review meetings where key milestones and any proposed changes to the traffic management communications plan are reviewed and agreed.
- 1.6.6 The *Consultant* takes all necessary action to ensure all road users are aware of the roadworks or closures before commencing their journeys. The *Consultant* consults with the *Service Manager* on who advises on these issues. Where applicable, the *Consultant* expands on the programme of

activity.

1.7 Publicity and Public Relations

- 1.7.1 The *Consultant* manages all queries and complaints received, in relation to the *service*, in accordance with all *Client* policies and procedures, including the *Client's* complaints procedure (see link in **Annex 02**). The *Consultant* accepts the *Client's* definitions, complies with the *Client's* policies and procedures, and to timescales outlined by the *Client* in relation to customer correspondence and complaints.
- 1.7.2 The *Consultant* maintains a record of all correspondence and complaints, and any actions taken, in relation to the contract. The *Consultant* retains all records in accordance with section S560 and S561 and the Services and Systems Schedules referred to therein.
- 1.7.3 The *Consultant* provides information, as required by the *Client*, to facilitate the preparation of all statements and responses to enquiries or concerns raised by, or on behalf of the public. This may also include enquiries or concerns raised by a public organisation (e.g. the United Kingdom parliament). The *Consultant* is to provide the information to the *Service Manager* within the time period specified by *Client* (acting reasonably having regard to the purpose of the provision of the information requested and to the nature and extent of the information requested).
- 1.7.4 Where enquiries or concerns are raised with, or addressed to the *Client* (and not with the *Consultant* directly), the *Consultant* is to communicate its response via the *Client*, and not directly with member of Public, or Public Organisation without having obtained prior written approval from the *Client* of the form and terms of its communications, save to the extent that they are legally required to do otherwise.
- 1.7.5 The *Consultant* seeks prior approval from the *Client* before any communications or publicity activity is undertaken by the *Consultant* on behalf of the *Client*.
- 1.7.6 The *Consultant* informs the *Client* of any significant community issues or any public meetings being held in relation to the *service*, and to the timescales specified by the *Client*.
- 1.7.7 The *Consultant* seeks prior written approval from the *Client* before accepting any invitations to appear at public meetings or events on behalf of the *Client*, or in relation to the *service*.
- 1.7.8 The *Consultant* populates and maintains the *Client's* stakeholder management tracker, in order to set out and record engagement and progress with key stakeholder groups in relation to the contract.

- 1.7.9 The *Consultant* commits to regular and open communication with the *Service Manager* and any other applicable internal/external stakeholders of the *Client*.
- 1.7.10 The *Consultant* submits all communication materials and documents to the *Client* for review and publication approval and provides the *Client*, within the *period for reply*, notice to undertake the review.
- 1.7.11 The *Consultant* immediately informs the *Client* of any communications, in relation to the contract with
- identified stakeholder groups at regional or national level,
 - Local or National Media,
 - Members of Parliament (MPs) or Members of European Parliament (MEPs) and
 - any other third party where the matters in question might reasonably be expected by the *Consultant* to have political significance or be in the public interest, or concern issues of policy.
- 1.7.12 The *Consultant* provides the *Client* with a briefing document, prior to the commencement of the *service*, which provides details of the project background, key objectives and any communication requirements.
- 1.7.13 The *Consultant* makes recommendations to the *Client* on publicity arrangements relating to the contract.
- 1.7.14 The *Consultant* informs Others affected by the *service*.
- 1.7.15 Any publicity activity for the *service* which are being carried out by the *Consultant*, on behalf of the *Client*, makes the *Client-Consultant* relationship clearly explicit.

1.8 Community Relations

- 1.8.1 The *Consultant* seeks prior written approval from the *Client* before issuing any newsletters, information materials or significant correspondence to community groups or individuals in relation to the contract. The *Service Manager* and the *Consultant* observe any spending or operational restrictions applicable to communications, marketing and publicity activities.
- 1.8.2 The *Consultant* immediately informs the *Service Manager* of any community issues or any public meetings being held in relation to the *service*.
- 1.8.3 The *Consultant* seeks approval from the *Client* prior to accepting any invitations to appear at public meetings or events in relation to the contract.

- 1.8.4 The *Consultant* includes media and community liaison issues as an agenda item at all monthly review meetings.



Highways England Company Limited

Scope

Annex 13

Form of Novation

(Old Client to New Client)

HIGHWAYS ENGLAND COMPANY LIMITED
as Old Client

[•]
as New Client

[•]
as Consultant

DEED OF NOVATION

relating to a contract for the provision of services as Integration Partner for the Lower
Thames Crossing Project

DATED [●]

Parties

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

Background

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

1. Definitions and Interpretation

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

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

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

2. Novation

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

3. New Client's Undertakings

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

4. Payment of Sums Due

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

5. Notices

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

6. Governing Law and Disputes

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

Execution Page

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

OPTION 1a [execution by Highways England under seal]

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

Director

Director/Secretary

OPTION 1b [execution by Highways England under seal]

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

Authorised Signatory

Authorised Signatory

OPTION 2a

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

Director

Director/Secretary

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

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

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



Highways England Company Limited

Scope

Annex 14

Form of Novation

(Old Consultant to New Consultant)

HIGHWAYS ENGLAND COMPANY LIMITED
as Client

[•]
as New Consultant

[•]
as Old Consultant

DEED OF NOVATION

relating to a contract for the provision of services as IntegrationPartner for the Lower
Thames Crossing Project

DATED [●]

Parties

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

Background

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

1. Definitions and Interpretation

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

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

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

2. Novation

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

3. New Consultant's Undertakings

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

4. Payment of Sums Due

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

5. Notices

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

6. Governing Law and Disputes

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

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OPTION 1a [execution by Highways England under seal]

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

Director

Director/Secretary

OPTION 1b [execution by Highways England under seal]

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

Authorised Signatory

Authorised Signatory

OPTION 2a

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

Director

Director/Secretary

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

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

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



Highways England Company Limited

Scope

Health and Safety

Annex 15

CONTENTS AMENDMENT SHEET

Amend. No.	Revision No.	Amendments	Initials	Date
		Updated ready for next quarterly update and for Archaeology Contract NB this wording seems to be based on AD	AT	23/1/20
		Updated following skype call with RW, TM, DT, IS, SH, JJP	AT	11/3/20
		Updated following final comments from JP, DT and TM	AT	26/3/20
		Updated following Mark P comments	AT	14/4/20
		Updated following Team Leader meeting	AT	17/4/20
		Updated to cross refer to GG128 in ref docs	AT	6/5/20
		Updates include: Minor amendments to drafting throughout. Added certification requirements in 1.2 for h&s management systems. Removal of FORS (1.20) Removal of 1.21.3 requirements for becoming a HE DfBB Champion. Removed link for 1.25 for asbestos from main scope to Annex Amended DfBB/WRRR/ WRRS section 21 as agreed for CMPS framework (PSC) with Anne Marie	PD & AT	22/06/2020

		Penny& based on Kaneezs words agreed for asset delivery		

LIST OF CONTENTS

1	HEALTH AND SAFETY	176
1.1	GENERAL REQUIREMENTS	176
1.2	MANAGEMENT OF HEALTH AND SAFETY	176
1.3	CONSULTANT'S OCCUPATIONAL HEALTH MANAGEMENT SYSTEM 177	
1.4	SUBCONTRACTORS' HEALTH AND SAFETY MANAGEMENT SYSTEMS.....	178
1.5	HEALTH AND SAFETY CULTURE AND COMMUNICATION	178
1.6	HEALTH AND SAFETY EXCHANGE OF INFORMATION.....	178
1.7	HEALTH AND SAFETY RESOURCES.....	178
1.8	HEALTH & SAFETY COMPETENCE OF CONSULTANT'S EMPLOYEES.....	179
1.9	HEALTH AND SAFETY IN CONSTRUCTION	179
1.10	INCIDENT REPORTING AND INVESTIGATION	179
1.11	HEALTH AND SAFETY INSPECTIONS	181
1.12	HEALTH AND SAFETY MANAGEMENT AUDIT	181
1.13	CONSTRUCTION DESIGN AND MANAGEMENT (CDM) REGULATIONS 2015 COMPLIANCE.....	182
1.14	MEDICAL FITNESS	182

1.15HEALTH ASSESSMENT AND CONTROL	183
1.16ALCOHOL AND SUBSTANCE ABUSE.....	183
1.17HEALTH AND SAFETY CHARITY-BASED INCENTIVE SCHEMES ..	184
1.18HEALTH AND SAFETY MATURITY MATRIX ACTION PLAN.....	184
1.19MANAGEMENT OF ROAD RISK.....	185
1.20DRIVING FOR BETTER BUSINESS.....	185
1.21SECURITY.....	186
1.22RAISING THE BAR INITIATIVE.....	187
1.23HOME SAFE AND WELL INITIATIVE	187

1 HEALTH AND SAFETY	
1.1 General Requirements	
1.1.1	The <i>Consultant</i> complies with the <i>Client's</i> health and safety requirements as detailed in this Annex and in Annex 02 (reference documents) to the Scope.
1.1.2	The <i>Consultant</i> complies with and operates according to all relevant and prevailing health and safety legislation, considerations, guidance and industry best practice. The <i>Consultant</i> Provides the Service in a way that aligns to the <i>Client's</i> health and safety policies and initiatives.
1.2 Management of Health and Safety	
1.2.1	<p>The <i>Consultant</i></p> <ul style="list-style-type: none"> operates a formal health and safety management system which complies with ISO45001:2018 or another equivalent and relevant standard accepted by the <i>Service Manager</i> (see link in Annex 02) and documents the systems and fully and effectively implements the health and safety management system prior to day 45 of the Mobilisation Phase.
1.2.2	<p>The <i>Consultant</i></p> <ul style="list-style-type: none"> obtains certification from a body accredited by UKAS (or another body accepted by the <i>Service Manager</i>) of its health and safety management system within 6 months of the <i>starting date</i> and submits to the <i>Service Manager</i> a copy of all certificates within one week after it is obtained. <p>If the <i>Consultant</i> already holds such certification at the <i>starting date</i>, the <i>Consultant</i> submits to the <i>Service Manager</i> a copy of all certificates within one week of the <i>starting date</i>.</p>
1.2.3	<p>The <i>Consultant</i> operates and develops its health and safety management system to meet the <i>Client's</i> requirements. The <i>Consultant</i> provides consistency of approach and interoperability with other stakeholders where appropriate, ensuring activities are consistent between all stakeholders, allowing seamless provision of service between different Project Contract Sites.</p> <p>[Compiler to consider who the stakeholders are and whether additional information or requirements of these stakeholders need to be included, for</p>

	example if the project involves engagement or co-operation with other bodies such as National Trust or English Heritage.]
1.2.4	The <i>Consultant's</i> health and safety management system forms part of the <i>Consultant's</i> Quality Plan.
1.3	<i>Consultant's occupational health management system</i>
1.3.1	<p>The <i>Consultant</i>:</p> <ul style="list-style-type: none"> operates an occupational health management system in line with requirements of the Health and Safety Executive's prevailing construction occupational health management model, "Essentials of Managing Construction Health Risks" (see link in Annex 02) and participates in <i>Client</i> working groups to improve health and safety management performance in relation to the following topics <ul style="list-style-type: none"> designing for health and safety in buildability and operability and maintenance, construction health and safety improvement and sustainable design and sustainable construction.
1.3.2	<p>If, in the opinion of the <i>Client</i>, the <i>Consultant</i> is Providing the Service in an unsatisfactory manner or commits a breach of</p> <ul style="list-style-type: none"> any prevailing legislation or, the <i>Consultant's</i> health and safety management system or, a subcontractor's health and safety management system or, the <i>Client's</i> health and safety management system, <p>the <i>Service Manager</i> notifies the <i>Consultant</i> following the process set out in GG128 (Requirements for reporting incidents, events and undesirable circumstances: health, safety, wellbeing, structural and environmental)(see link in Annex 02) and raises formally via the Quality Points system and the <i>Client's</i> H&S management system assurance process.</p>
1.3.3	The notification provided by the <i>Service Manager</i> to the <i>Consultant</i> sets out the breach or breaches identified with reasons and outlines the minimum steps required of the <i>Consultant</i> to rectify the breach, and a date for rectifying.
1.3.4	Where the <i>Consultant</i> has been given notification of a breach, the <i>Consultant</i> rectifies the breach or failure to Provide the Service, in a satisfactory manner, by the date specified by the <i>Service Manager</i> . The <i>Consultant</i> corrects other breaches that are not notified by the <i>Client</i> .

1.4 Subcontractors' health and safety management systems	
1.4.1	The <i>Consultant</i> ensures that any of its subcontractors (at any stage of remoteness from the <i>Client</i>) operate a formal health and safety management system which fulfils the requirements set out above.
1.5 Health and safety culture and communication	
1.5.1	<p>The <i>Consultant</i> ensures that it creates a culture and communications that align to the <i>Client's</i> "Home Safe and Well" message. The <i>Consultant</i></p> <ul style="list-style-type: none"> operates a behavioural safety programme, establishes, operates and delivers health and safety employee consultation arrangements to its employees in accordance with applicable prevailing health and safety legislation, provides relevant health and safety training, including induction, to staff and visitors to ensure compliance with prevailing health and safety legislation and approved codes of practice and participates in <i>Client</i> events, programmes and initiatives as appropriate and if requested.
1.6 Health and safety exchange of information	
1.6.1	The <i>Client</i> provides information requested by the <i>Consultant</i> to enable the <i>service</i> to be performed in a safe and legally compliant manner.
1.6.2	The <i>Consultant</i> provides information in the frequency and format specified in the contract, or if a different frequency and format is required, as specified by the <i>Service Manager</i> .
1.6.3	The <i>Consultant</i> immediately brings to the attention of the <i>Service Manager</i> any issue or potential issue that may have a detrimental impact on the health, safety and wellbeing of any stakeholders.
1.7 Health and safety resources	
1.7.1	The <i>Consultant</i> retains sufficient competent health and safety resource as part of its management structure.
1.7.2	<p>The minimum requirements for the <i>Consultant's</i> health and safety resources are that their leads</p> <ul style="list-style-type: none"> have membership of The Institution of Occupational Safety and Health (IOSH) (see link in Annex 02),

	<ul style="list-style-type: none"> • are qualified to National Examination Board in Occupational Safety and Health (NEBOSH) standard (or higher)(see link in Annex 02), • have a demonstrable working knowledge of prevailing health and safety legislation, guidance and approved codes of practice relevant to the <i>service</i> and • have the appropriate level of competence, training and demonstrable experience in the field for which they are Providing the Service.
1.8 Health & safety competence of <i>Consultant's</i> employees	
1.8.1	The <i>Consultant</i> ensures that its employees are competent to Provide the Service and upon request provides the <i>Service Manager</i> with information about the <i>Consultant's</i> arrangements for assuring employee competence and with employee training records.
1.8.2	Before commencement of the <i>service</i> the <i>Consultant</i> provides the <i>Service Manager</i> with a statement (signed by a person authorised to sign tenders on behalf of the company) to confirm that all the <i>Consultant's</i> employees and subcontractors (at any stage of remoteness from the <i>Client</i>) are competent to undertake the roles that they are assigned to, to deliver the <i>service</i> . The <i>Consultant</i> provides further signed statements to the <i>Service Manager</i> when any new <i>Consultant</i> employees are appointed or assigned to deliver the <i>service</i> .
1.8.3	For roles where no suitable recognised competence standards exist, the <i>Consultant</i> provides information against the selection criteria and method used to provide assurance of competence.
1.9 Health and Safety in Construction	
1.9.1	The <i>Consultant</i> ensures that assets, including materials and equipment, are used, installed, constructed and maintained in accordance with prevailing legal requirements, standards and specifications instructed by the <i>Client</i> .
1.10 Incident Reporting and Investigation	
1.10.1	The <i>Consultant</i> complies with the <i>Client's</i> Guidance GG128 "Requirements for reporting incidents, events and undesirable circumstances: health, safety, wellbeing, structural and environmental" or its later update or replacement, including any time periods required by GG128 (see link in

	Annex 02). If a time period is not specified in GG128 then the <i>period of reply</i> applies unless agreed otherwise by the <i>Service Manager</i> .
1.10.2	Following the notification of an incident, the <i>Consultant</i> , in line with the <i>Client's</i> standards, determines if a formal investigation is required, and if necessary follows the notification, investigation and reporting procedures as set out therein.
1.10.3	The <i>Consultant</i> undertakes investigations with an independent competent person who has relevant training, knowledge and experience in effective accident/incident investigation.
1.10.4	Nothing prevents the <i>Consultant</i> from carrying out its own (additional) investigation of an incident, and in such case, the <i>Consultant</i> provides a copy of its completed incident report to the <i>Client</i> .
1.10.5	The incident report provides <ul style="list-style-type: none"> • information on the circumstances surrounding the accident/incident and any remedial measures to be taken in order to prevent a recurrence and • relevant photographs and statements as an integral part of the report.
1.10.6	Where the <i>Consultant</i> is compiling a draft investigation report, the <i>Consultant</i> discusses the findings of the draft report with the <i>Service Manager</i> prior to the production of the final draft of such a report.
1.10.7	The <i>Consultant</i> implements applicable recommendations arising from incident investigations within the timescales agreed with the <i>Service Manager</i> .
1.10.8	The <i>Client</i> has the right to investigate any incidents wherever they may occur.
1.10.9	The <i>Consultant</i> provides the <i>Client</i> unrestricted access at all reasonable times to the facilities, equipment, materials, employees and records of the <i>Consultant</i> or the subcontractors (at any stage of remoteness from the <i>Client</i>) for this purpose (subject to any statutory or contractual obligation prohibiting this access).
1.10.10	The <i>Consultant</i> provides a copy all materials related to an incident to the <i>Service Manager</i> within the timescales agreed. Any material that would otherwise fall to be disclosed by the <i>Consultant</i> to the <i>Client</i> may be withheld by the <i>Consultant</i> , provided that the <i>Consultant's</i> legal adviser confirms to the <i>Client</i> that the material is

	<ul style="list-style-type: none"> • a confidential communication between the <i>Consultant</i> and its legal advisor for the purposes of seeking or giving legal advice that the legal advisers would normal expect to be given legal privilege in the normal course of its business with the <i>Consultant</i>, or • a confidential communication between the <i>Consultant</i> or its legal advisers and a third party where the communication came into existence with the dominant purpose of being used in connection with contemplated, pending or actual litigation in adversarial proceedings (as opposed to investigations or fact-finding inquiries).
1.10.11	The <i>Consultant</i> ensures that all subcontracts (at any stage of remoteness from the <i>Client</i>) contain requirements similar to subparagraphs 1 and 10 above.
1.11 Health and Safety Inspections	
1.11.1	<p>The <i>Consultant</i></p> <ul style="list-style-type: none"> • carries out formal site safety inspections as agreed with the <i>Service Manager</i> and documents the findings of these inspections, • ensures that only competent persons carry out inspections, • notifies the <i>Service Manager</i> in advance of the date of an inspection, and allows the <i>Client</i> to participate in inspections if the <i>Service Manager</i> requests to do so and • takes effective actions to ensure that any issues identified during inspections are effectively addressed within the timescales agreed with the <i>Service Manager</i>.
1.12 Health and Safety Management Audit	
1.12.1	The <i>Consultant</i> allows the <i>Service Manager</i> unrestricted access at all contracted hours to the premises, equipment, materials, employees and records of the <i>Consultant</i> and any subcontractors (at any stage of remoteness from the <i>Client</i>) (unless a statutory or contractual obligation prohibits the disclosure of any such records) to audit any, or all of the <i>Consultant's</i> health and safety management systems. The <i>Consultant</i> includes, in all subcontracts, the rights of access for the <i>Service Manager</i> .

1.12.2	The <i>Consultant</i> implements all recommendations from such audits agreed by the <i>Client</i> within a timescale mutually agreed between the <i>Client</i> and the <i>Consultant</i> .
1.13 Construction Design and Management (CDM) Regulations 2015 compliance	
1.13.1	The <i>Client</i> appoints relevant CDM duty holders in writing, based upon a review of an organisation's ability and competence to perform the <i>service</i> .
1.13.2	CDM duty holders (principal contractor and principal designer) discharge their obligations under the CDM Regulations 2015 (see link in Annex 02) in compliance with any Approved Code of Practice or best practice guidance issued by the HSE (see link in Annex 02), and provide the <i>Client</i> with evidence of such compliance, ensuring competent persons are maintained to continuously fulfil duty requirements throughout the <i>service</i> .
1.13.3	Principal contractor/ designer duties (as defined by CDM Regulations 2015) are to be undertaken by the <i>Consultant</i> when instructed by the <i>Service Manager</i> . The <i>Consultant</i> refers to the Construction Industry Training Board (CITB) guidance (see link in Annex 02) when carrying out the principal contractor/ designer role. Where the <i>Consultant</i> is not required to undertake the principal contractor duties, the <i>Client</i> notifies the <i>Consultant</i> as to who will be undertaking this role.
1.13.4	During the pre-construction phase and before setting up a construction site in the Working Area, the <i>Consultant</i> creates a construction phase plan in respect of the relevant <i>service</i> in compliance with Regulation 12(2) of the CDM Regulations 2015 and provides a copy of the plan to the <i>Service Manager</i> .
1.13.5	Where instructed by the <i>Service Manager</i> , the <i>Consultant</i> undertakes the role of principal contractor/ designer and associated duties in respect of the <i>service</i> to which the CDM Regulations 2015 apply including: <ul style="list-style-type: none"> • work carried out by the <i>Client</i> or • work carried out by Others.
1.14 Medical Fitness	
1.14.1	The <i>Consultant</i> advises the <i>Service Manager</i> of any known medical disability or condition of any <i>Consultant</i> employees, or subcontractor's employees, or employees of any other related party, which is to be risk assessed and effective controls put in place to ensure their own health, safety and wellbeing and the health, safety and wellbeing of others.
1.14.2	When requested by the <i>Service Manager</i> , the <i>Consultant</i> provides such information and other evidence (anonymised and with consideration given to the protection of Personal Data at any stage of remoteness from the

	<i>Client</i>) as may be reasonably required by the <i>Client</i> to demonstrate compliance with the above requirement.
1.15 Health Assessment and Control	
1.15.1	The <i>Consultant</i> ensures that its direct employees are provided with such health surveillance as appropriate, having regard to the risks to their health and safety which are identified by a risk assessment and in accordance with prevailing health and safety and other relevant legislation.
1.15.2	The <i>Consultant</i> makes wellbeing services available to its employees and supply chain in line with, but not exhaustive of, the <i>Service Manager's</i> instructions.
1.15.3	The <i>Consultant</i> monitors and records working days lost due to illness and stress-related conditions, and introduces management systems for minimising ill health. This data is supplied on request to the <i>Service Manager</i> .
1.16 Alcohol and Substance Abuse	
1.16.1	The <i>Consultant</i> ensures its employees, whilst engaged in Providing the Service, are not at any time in possession of, do not take, have not taken, and are not under the influence of any intoxicating substance ('Prohibited Substance'). This requirement does not apply where the <i>Consultant's</i> employees possess a Prohibited Substance for bona fide medical reasons for which the <i>Service Manager</i> has given acceptance for such <i>Consultant</i> employees to be engaged in Providing the Service.
1.16.2	The <i>Consultant</i> notifies the <i>Service Manager</i> of any its employees who are undergoing a voluntary detoxification/rehabilitation programme whereupon the <i>Client</i> has the right to prevent such <i>Consultant's</i> employees from Providing the Service.
1.16.3	Where the <i>Service Manager</i> is of the opinion that any of the <i>Consultant's</i> 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 <i>Service Manager</i> instructs the <i>Consultant</i> to perform the following as appropriate of such <i>Consultant</i> employees <ul style="list-style-type: none"> • breath testing by breathalyser, • urine testing by urinalysis, • both breath testing and urinalysis and • a search of personal possessions/ work area of such <i>Consultant</i> employees for evidence of a prohibited substance.

1.17 Health and Safety Charity-based Incentive Schemes	
1.17.1	The <i>Consultant</i> adopts charity-based incentive schemes covering local and national charities if requested to do so by the <i>Client</i> .
1.18 Health and Safety Maturity Matrix Action Plan	
1.18.1	If the <i>Consultant</i> (or where there is a joint venture, each Consortium Member) does not have an agreed Health and Safety Maturity Matrix Action Plan ('HSMM Action Plan') with the <i>Client</i> , the <i>Consultant</i> (or each Consortium Member) delivers a HSMM Action Plan and submits it to the <i>Service Manager</i> not later than 6 weeks following the Contract Date/ starting date / access date.
1.18.2	The HSMM Action Plan is based on the Health and Safety Maturity Matrix ('HSMM') (see link in Annex 02) and the associated implementation plan produced by the <i>Consultant</i> (or each Consortium Member). It details specific actions to be taken under the contract by the <i>Consultant</i> (or each Consortium Member) and its subcontractors (at any stage of remoteness from the <i>Client</i>) in order to support delivery of the improvements identified in the implementation plans for the <i>Consultant</i> (or each Consortium Member).
1.18.3	The <i>Consultant</i> (or each Consortium Member) updates their HSMM Action Plan as needed to support delivery of the improvements identified in the implementation plans and on each anniversary of the Contract Date. The annual updates are based on the updated HSMM and implementation plans produced by the <i>Consultant</i> (or each Consortium Member).
1.18.4	The <i>Consultant</i> (or each Consortium Member) keeps a controlled copy of the HSMM Action Plan available for inspection by the <i>Client</i> at all times.
1.18.5	The <i>Service Manager</i> notifies the <i>Consultant</i> (or a Consortium Member) if at any time the <i>Client</i> considers that the HSMM Action Plan <ul style="list-style-type: none"> • does not comply with the requirements of this contract or • is not capable of delivering the improvements identified in the implementation plans.
1.18.6	Following such notification, the <i>Consultant</i> (or each Consortium Member) reviews the HSMM Action Plan and reports to the <i>Service Manager</i> setting out proposed changes. If the <i>Service Manager</i> accepts the proposals, the HSMM Action Plan is changed within agreed timescales.
1.18.7	If the <i>Consultant</i> (or where there is a joint venture, each Consortium Member) does not have an agreed Health and Safety Maturity Matrix Action Plan ('HSMM Action Plan') with the <i>Client</i> , the <i>Consultant</i> (or each

	Consortium Member) delivers a HSMM Action Plan and submits it to the <i>Service Manager</i> within 6 weeks following the Contract Date / <i>starting date</i> / <i>access date</i> .
1.19 Management of Road Risk	
1.19.1	The <i>Consultant</i> ensures that it has systems in place for the effective management of occupational road safety in accordance with guidance provided by the HSE (see link in Annex 02) or other relevant industry guidance.
1.19.2	The <i>Consultant's</i> road safety management system has provision for assessing traffic management, driver competence and eligibility, driver safety training, vehicle maintenance and accident and incident investigation.
1.20 Driving for Better Business	
1.20.1	<p>The <i>Consultant</i>, as part of its organisation's health and safety at work programme</p> <ul style="list-style-type: none"> • complies with an accredited scheme for managing "Work-Related Road Risk" (WRRR), • provides evidence of this to the <i>Service Manager</i> and • manages WRRR to an appropriate standard for the <i>service</i> that is being provided.
1.20.2	<p>Within 45 days of the <i>starting date</i>, the <i>Consultant</i></p> <ul style="list-style-type: none"> • registers with the "Driving for Better Business" (DfBB) programme, • undertakes the DfBB risk assessment and gap analysis of their 'driving at work' activities which covers all drivers and vehicles that may be used on business, • implements a 'driving for work' policy that <ul style="list-style-type: none"> ○ complies with "Health and Safety Executive" (HSE) guidance, ○ applies to all areas of the business, ○ applies to all types of driving undertaken, ○ is communicated effectively to all employees who may drive for business purposes and ○ includes a statement from their chief executive officer (CEO) or board director responsible for WRRR that

	<p>outlines the importance attached to work-related road safety,</p> <ul style="list-style-type: none"> implements an effective system for measuring and monitoring fleet activity including the frequency and severity of any collisions, together with driver and vehicle compliance. This includes as a minimum <ul style="list-style-type: none"> records of crashes and investigation results, driver training or education supplied, driver licence checking and relevant insurance checking, employee policy acceptance and where relevant vehicle checks and defect reporting, implements an effective system for promoting the same level of awareness regarding WRRS and compliance with HSE guidance through any subcontractors involved in Providing the Service. The <i>Consultant</i> completes (and ensures that all its subcontractors complete <ul style="list-style-type: none"> the “Driving for Better Business (DfBB) Leadership Statement” (commitment) (see link in Annex 02) and a self-declaration that they manage WRRS to the minimum acceptable level. The <i>Consultant</i> takes any required measures to ensure that declarations are correct, demonstrates to the <i>Client</i> the reduction of collisions, incidents or instances of non-compliance year on year, or provides a reasonable explanation if this is not the case. includes these requirements in all subcontracts (at any stage of remoteness from the <i>Client</i>.)
1.20.3	<p>The <i>Consultant</i> shares knowledge and best practice with the DfBB community where appropriate or as advised by the <i>Service Manager</i> and attends any related events/ initiatives as instructed by the <i>Service Manager</i>.</p>
1.21 Security	
1.21.1	<p>The <i>Consultant</i> obtains the consent of its employees to the searching at any time by an authorised representative of the <i>Client</i>, of their person or their property or of any article including, without limitation, any container, package, box, holdall, suitcase or vehicle which is in the possession or use of <i>Consultant's</i> employees on the <i>Client's</i> premises, property or Project</p>

	Contract Sites or being retained by the <i>Client</i> on behalf of the <i>Consultant</i> or <i>Consultant's</i> employees.
1.21.2	Any person not complying or unwilling to comply with the requirements above, is removed from the <i>Client's</i> premises/ property and not permitted access to the <i>Client's</i> premises, property or Project Contract Sites .
1.22 Raising the Bar Initiative	
1.22.1	The <i>Client's</i> "Raising the Bar" initiative and subsequent guidance documents derive from a drive to raise health and safety standards across the industry through sharing best practice approaches. Details are found in Annex 02 .
1.22.2	<p>The <i>Consultant</i> compares the "Raising the Bar" initiative guidance with their own health and safety practices and provides a report to the <i>Service Manager</i> prior to the end of the Mobilisation Period detailing:</p> <ul style="list-style-type: none"> • where the "Raising the Bar" initiative guidance is more comprehensive than the <i>Consultant's</i>, the <i>Consultant</i> produces a remedial plan for bringing their working practices up to this minimum standard and • where the <i>Consultant's</i> working practices surpass those set out in the guidance, the <i>Consultant</i> provides details of these to allow the <i>Client</i> to update the guidance for the benefit of all road workers.
1.22.3	The <i>Client</i> undertakes an independent audit process established to assure the implementation of "Raising the Bar" initiative activities. Assessment (and expectation) levels will increase over time as health and safety standards are raised and the bar is set incrementally higher.
1.22.4	The "Raising the Bar" initiative and subsequent guidance documents derive from a drive to raise health and safety standards across the industry through sharing best practice approaches. Details are found in Annex 02 to the Scope.
1.23 Home Safe and Well Initiative	
1.23.1	<p>The <i>Consultant</i> submits to the <i>Service Manager</i> for acceptance, a strategy of how it will operate around the <i>Client's</i> "Home Safe and well" initiative.</p> <p>The <i>Consultant</i> commits and contributes to the <i>Client's</i> "Home Safe and Well" initiative by defining their own commitment to getting everyone home safe and well, and considers where a positive difference can be added.</p> <p>The <i>Consultant</i></p>

	<ul style="list-style-type: none"> • considers how its role in connecting the country can really make a difference and embed safety as the first imperative across all areas of responsibility, • recognises the 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 <i>Consultant</i> and those the <i>Consultant</i> works with and • embeds the “Home Safe and Well” approach within the Health and Safety Maturity Matrix (HSMM) and associated implementation and action plans (see link in Annex 02).
1.24	Deleterious and hazardous materials
	<p>Asbestos</p> <p>The <i>Consultant</i> complies with the Control of Asbestos at Work Regulations 2012 and General Guidance 105 asbestos management (GG105) see link in Annex 02.</p>



Highways England Company Limited

Scope

Parent Company Guarantee

Annex 16

HIGHWAYS ENGLAND COMPANY LIMITED
as Client

[•]
as Guarantor

PARENT COMPANY GUARANTEE

relating to the the provision of services as Integration Partner in relation to the Lower Thames Crossing Project including the Mobilisation Activities and other services instructed in Task Orders.

DATED [●]

Parties

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

Background

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

Operative Provisions

1. Definitions and Interpretation

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

- enforcement of any security over any assets of the *Consultant*
- or any analogous procedure or step is taken in any jurisdiction.

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

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

2. Guarantee

- 2.1 In consideration of the *Client* agreeing to enter into the Contract with the *Consultant*, the Guarantor irrevocably and unconditionally guarantees and undertakes to the *Client* that:
- the *Consultant* will perform and observe all his obligations under the Contract at the times and in the manner provided in the Contract; and
 - in the event of any breach of such obligations by the *Consultant*, the Guarantor shall procure that the *Consultant* makes good the breach or otherwise cause it to be made good and shall indemnify the *Client* against any loss, damage, demands, charges, payments, liability, proceedings, claims, costs and expenses suffered or incurred by the *Client* arising from or in connection with it.
- 2.2 The Guarantor shall also indemnify the *Client* against:
- any costs, losses and expenses (including legal expenses) which may be suffered or incurred by the *Client* in seeking to enforce and enforcing (i) this Guarantee and/or (ii) any judgment or order obtained in respect of this Guarantee; and
 - any loss or liability suffered or incurred by the *Client* if any of the obligations of the *Consultant* under the Contract is or becomes illegal, invalid or unenforceable for whatsoever reason as if such obligations were not illegal, invalid or unenforceable.

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

3. Guarantor's Liability

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

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

4. Variations to the Contract

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

5. Liquidation/Determination

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

6. Waiver

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

7. Rights of Guarantor against *Consultant*

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

8. Continuing Guarantee

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

9. Third Party Rights

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

10. Notices

- 10.1 Any notice or other communication required under this deed shall be given in writing and is to be delivered personally (which includes delivery by courier) or sent by pre-paid recorded or special delivery post to the party concerned at its address set out in this deed or to such other addresses as may be notified by such party for the purposes of this clause.
- 10.2 Any notice given pursuant to this clause will be deemed to have been served as follows:
- 10.2.1 if delivered personally, at the time of delivery; and
- 10.2.2 if sent by recorded or special delivery post, 48 hours after being delivered into the custody of the postal authorities but excluding Saturdays, Sundays and public and bank holidays in England and Wales.
- 10.3 In proving service, it will be sufficient to prove that personal delivery was made or that the envelope containing the notice was properly addressed and delivered into the custody of the postal authorities as a pre-paid recorded or special delivery letter.

11. Governing laws

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

Execution Page

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

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

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