

# Highways England Consultancy Contract

## Scope

### **Framework Agreement and Lot Description:**

Crown Commercial Service RM1089 Traffic Management  
Technology 2 (TMT2)

Lot 12 Traffic Management Professional Services

**TMTii 22 - Management of the Change Advisory Board  
and it's Websites for Highways England Technical  
Specifications (2017)**

## 1 INTRODUCTION AND BACKGROUND

### 1.1 Background

The *Employer* is Highways England the government company charged with operating, maintaining and improving England's motorways and major A roads.

The *Employer* manages around 4,300 miles of carriageway and is made up of motorways and trunk roads which will be referred to as the Strategic Road Network (SRN). The SRN is valued at over £100 billion.

The SRN is managed through seven Regional Control Centres (RCC's), a specialist centre for the Dartford River Crossing, various tunnels and the National Traffic Information Service (NTIS).

CHARM (Common Highways Agency Rijkswaterstraat Model) will replace legacy instation IT systems at RCC's, National Traffic Operations Centre (NTOC)\* and the various tunnel operations centres. The roll out of CHARM is expected to begin within the lifetime of this contract and will necessitate additional requirements.

\* NTOC is the information hub of the network. It collects data from a number of sources which is then processed, analysed and validated and turned into information to feed to customer facing services e.g. Traffic England and Highways Agency Information Line (HAIL).

The Change Advisory Board (CAB) provides the *Employer* with technical advice from subject matter experts, management and administration for the CAB, and services including management of the websites for the regulation of the technical specifications used by the *Employers* IT Directorate (ITD) and its contractors and consultants on the National Motorway Communications System (NMCS).

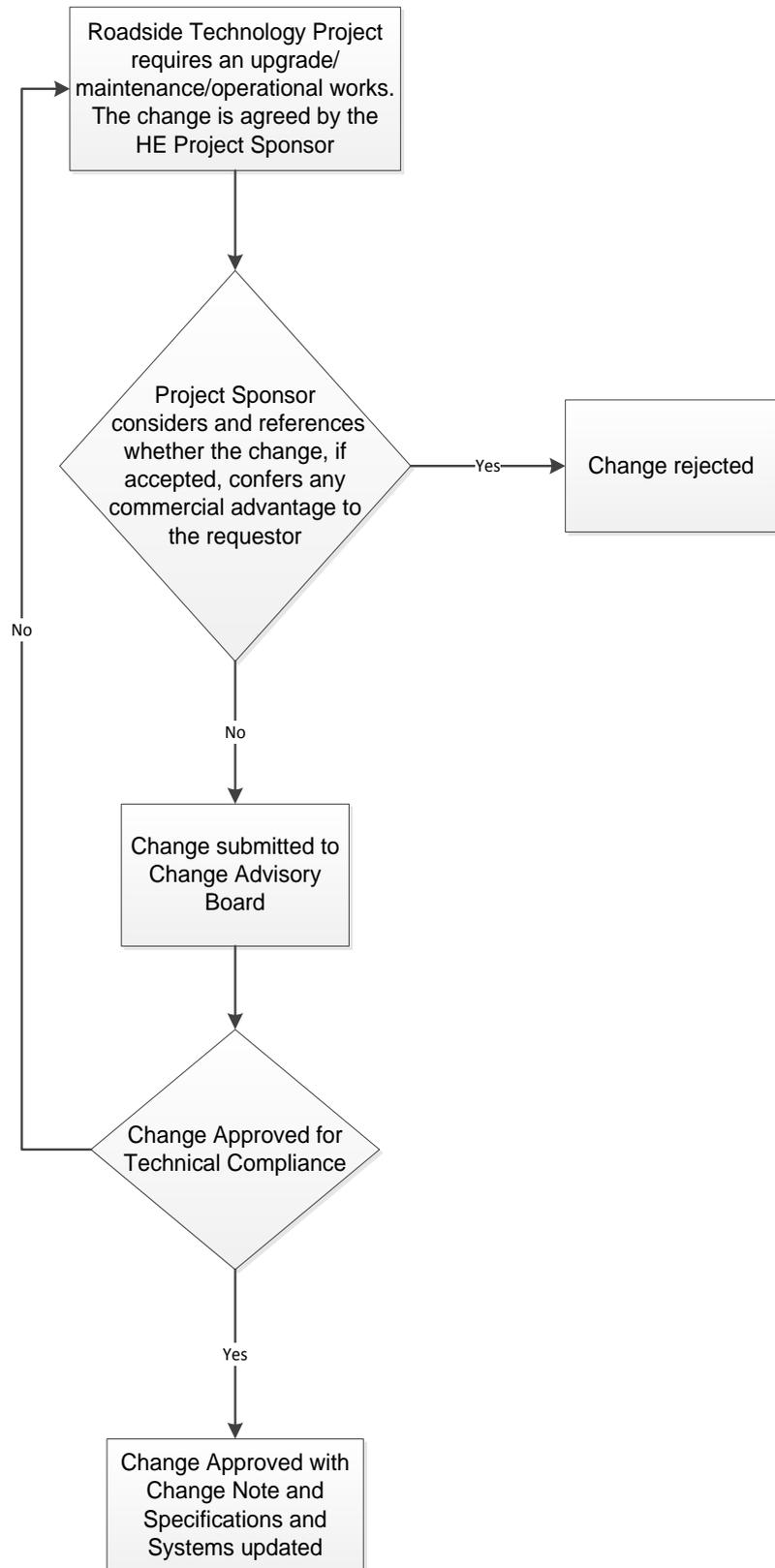
The *Consultant* will also support the *Employer* with additional requirements throughout the roll out of CHARM and the Tools for the Technology Operations Centre (TTOC).

### 1.2 Description of the services

The *Employer* requires the *Consultant* to manage the Change Advisory Board (CAB) and therefore manage the technical specifications for the Employer's IT Directorate (ITD). The services will cover all technical specification documents on the websites NMCS2.org\* and CMS-3.org\*\*, and the maintenance and updating of the websites; NMCS2.org, CMS-3.org and tssplansregistry.highways.gov.uk\*\*\*.

As part of the *services*, the CAB process will include a commercial advantage test:

### New CAB Process to include Commercial Advantage test



The *services* include for

- The management and change control for existing and new roadside technology specifications using and updating the change management tools of NMCS2.org, CMS-3.org and tssplansregistry.highways.gov.uk. Using best practise and standard ITIL (Information Technology Infrastructure Library) processes such as:
  - a) Change Requests (CR)
  - b) Change Notes (CN)
  - c) Reject Notes (RN)
  - d) Technical Analysis (TA)
  - e) Technical Notes (TN)
  - f) Risk Assessments (RA)
  - g) Impact Assessments (IA)

Definitions of these can be found in technical specification MCH 1622D. Approved Change Notes are then updated into existing specifications.

- The management and delivery of Highways England's roadside technology Change Advisory Board. To enable roadside technology updates / enhancements to be controlled and delivered to timescale, cost and specifications that meets the operational requirements of Highways England for new equipment procurements or operational strategy or maintenance works.
- Strategic project and programme management of Highways England's roadside technology Change Advisory Board.
- Supporting procurement contracts for roadside technology equipment delivery for smart motorways, such as updating specifications for RMAS (Remote Maintenance Access Service) and CHARM, etc.
- Supporting technology upgrades or migrations of existing roadside technology equipment or systems such as MIDAS (Motorway Incident Detection Automatic Signalling), message signs, and signals.
- Finally to collaboratively work with Highways England project teams such as CHARM or TOC (Technology Operations Centre) projects to enable successful project delivery.
- Website management support to ensure *services* such as availability, security and operational performance

\* The National Motorway Communication System (NMCS2) website allows authorised users to access the latest NMCS2 documentation including CAB meeting downloads.

\*\* The Configuration Management System (CMS-3) website allows authorised users to access all specifications associated with CAB control and related change material.

\*\*\* The TSS Plans Registry allows authorised users to access all current and archived specifications for Highways England technology.

The *services* will be operational from Contract Date and the contract duration will be two years with two optional half year increments at the end of the first year (2 years + 6 months +6 months), which will be taken up subject to *Consultant* performance and *Employer* business and operational requirements.

The *services* will be based from the *Consultant* premises within the United Kingdom and services delivered at various locations that include but are not limited to:

- The *Employers* offices
- Regional Control Centre's
- Stakeholders premises
- Coleshill computer centre

### **1.3 *Employer's* Objectives**

The contract is required to provide *services* to manage the Change Advisory Board. The high level objectives for the *Consultant* are;

- Work with the *Employer* and Others to review, advise and provide input to the NMCS2 technical specifications;
- Maintain and update the websites: NMCS2, CMS-3 and tssplansregistry;
- Manage the administration of the Change Advisory Board.

The high level objectives should be met using the following sub-objectives and requirements:

- React quickly to any necessary changes that affect either availability or performance of the technology systems; changes to high priority specifications are required to be completed and published within 4 weeks.
- All current information regarding current proposed/actual changes to NMCS2 specifications under CAB control are always readily available and accessible to the CAB community on the appropriate website.
- Content of change material is clear and unambiguous and approved by all CAB attendees.
- All approved change material will have the necessary information to ensure changes are appropriately captured in the system.
- Change Advisory Board material (Change Note (CN)/Change Request (CR) and specifications) updated and held on the *Employer's* change management system within 1 week of approval by the the *Employer* on NMCS2.org, CMS-3.org or tssplansregistry.highways.gov.uk
- Up-to-date and accurate NMCS2 technical specifications available to the CAB community with 1 week of any specification updated. It is the responsibility of the *consultant* to update the website for the CAB community.

- Production of specification up-issues in to agreed timescales.  
Progression towards outcome based specifications.
- Lean working practices are adopted to reduce time and cost in order to provide an efficient and accurate services.

## **2 GENERAL REQUIREMENTS**

### **2.1 Task Orders**

2.1.1 Before issuing a Task Order, the *Employer* issues a Task brief to the *Consultant*. The Task brief includes:

- a description of the *services* required,
- the information to be provided to the *Consultant* by the *Employer*,
- contact details,
- the timescale in which the work is to be carried out,
- deliverables and any associated tests and
- the timescale for the return of the Task proposal.

2.1.2 The *Consultant* responds to the brief with a Task proposal, containing the following information:

- description of the work to be undertaken
- methodology (including timescales),
- personnel to manage and undertake the work including any additional specialists not named in this contract,
- an estimate of the total of the Prices to undertake the work and reporting regime.

The *Consultant* submits the Task proposal normally to the *Employer* by means of email.

2.1.3 The Task proposal may then be the subject of discussions to clarify the extent and scope of the Task, proposed timescales or other matters. Following agreement, the *Employer* issues the Task Order to the *Consultant* using the *Employer's* Task Order form.

2.1.4 Task Orders are in Appendix 5.

## 2.2 Quality Management

### 2.2.1 The *Consultant* Provides the Services under a quality management system which

complies with BS EN ISO 9001:2008 (or the current standard that replaces it), incorporates an environmental management system consistent with ISO 14001 (or current standard that replaces it),

has third party certification from an accreditation body approved by the applicable national member of the European Co-operation on Accreditation or is operating in preparation for accreditation within 12 months of the Contract Date; and

includes processes for delivering continual improvement following the guidance in ISO 9004 or any equivalent standard which is generally recognised as having replaced it and complies with good industry practice.

### 2.2.2 The quality plan incorporates the proposals in the Quality Statement and is sufficiently detailed to demonstrate how the *Consultant* will achieve each of the commitments in the Quality Statement and meet the *Employer's* objectives for the contract.

### 2.2.3 The *Employer* notifies the *Consultant* if he considers that the quality plan does not comply with the requirements of this contract. Following such notification the *Consultant* reviews the quality plan and reports to the *Employer* setting out his proposed changes. If the *Employer* accepts the proposals the quality plan is changed.

### 2.2.4 The *Employer* may carry out audits of the *Consultant's* quality management system from time to time. The *Consultant* allows access at any time within working hours to any place where he or any Subconsultant carries out any work that relates to this contract for the *Employer* to carry out audits, to inspect work and materials and generally to investigate whether the *Consultant* is performing his obligations under this contract. The *Consultant* provides all facilities necessary to allow such audits and inspections to be carried out.

### 2.2.5 Following notification of a Defect, the *Consultant* submits to the *Employer* for acceptance the corrective and preventative action that he proposes to take to deal with the nonconformity. The *Consultant* does not take action to deal with the nonconformity until the *Employer* has accepted his proposals.

### 2.2.6 Within one week of the *Consultant* submitting the proposed corrective and preventative action to him for acceptance, the *Employer* either accepts the proposal or notifies the *Consultant* of his reason for not accepting it. A reason for not accepting the proposed action is that

- it does not take action required to ensure that nonconformities do not recur or
- it does not comply with the Scope.

2.2.7 If the *Employer* does not accept the proposed action, the *Consultant* submits a revised proposal to the *Employer* for acceptance within one week.

2.2.8 The *Consultant* corrects nonconformities and takes action to eliminate the causes of actual or potential nonconformities within a time which minimises the adverse effect on the *Employer* or Others and in any event before carrying out any operation the same or similar as that in respect of which the nonconformity occurred.

2.2.9 The *Consultant* notifies the *Employer* when the proposed actions have been taken and provides with his notification verification that the defective part of the *services* has been corrected.

## 2.3 Continual Improvement

2.3.1 The *Consultant* operates processes for delivering continual improvement following the guidance in ISO 9004 and below.

### 2.3.2 Purpose

This sets out the *Employer's* minimum requirements in relation to the *Consultant's* continual improvement of the delivery of all of the *services*.

Continual improvement under this heading comprises three parts:

- (i) Outcome Requirements
- (ii) Strategic Objectives
- (iii) The Method

#### (i) Outcome Requirements

The primary outcome from using continual improvement is the generation and realisation of reductions in the cost of delivering the *services* for the benefit of both the *Employer* and the *Consultant*.

An additional outcome is the improvement of quality in delivering the *services*, at either no additional cost or reduced cost to the *Employer*.

#### (ii) Strategic Objectives

The following strategic objectives in support of the above outcome are to be delivered by the *Consultant*:

- engagement of the *Consultant's* executive leadership to ensure these continual improvement requirements are fulfilled
- proactive management and engagement of the *Consultant's* supply chain in support of reductions in the cost of delivering the *services*

enabled by a reduction in the supplier's cost charged to the *Consultant*

- a systematic and prioritised approach to the improvement of all of the processes contained in the *Consultant's* quality plan
- the identification of improvement opportunities that primarily have the potential to generate reductions in the cost of delivering the *services*
- realisation of the reduction in the cost of delivering the *services* by a measurable reduction in cost
- realisation of other benefits that result in an improvement to the quality of the *services*, at no additional cost to the *Employer*

(iii) The Method

The *Consultant* executes the following method, although it is accepted that it may adopt, at its own discretion, additional methods to deliver the above outcome requirements and strategic objectives.

Lean is a method of delivering the above outcome requirements and strategic objectives, and is a way of doing more with less. 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 *Consultant* uses lean tools to systematically address, in a planned sequence, the processes in its quality plan 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.

## **2.4 Project Performance Indicators**

2.4.1 The *Consultant* records performance against each of the indicators (the Project Performance Indicators”) in the latest version of the Collaborative Performance Framework and assists the *Employer* in the development of this measurement toolkit by proposing and developing ways in which improvements can be made to the Toolkit. No changes are implemented unless agreed in writing.

2.4.2 Interim assessments are made by the *Consultant* at monthly intervals and are reported in advance of progress meetings. If the interim assessments indicate that a performance target is not likely to be met, the *Consultant* submits proposals for changes to procedures to the *Employer* for acceptance. At the end of each Task, a final self-score report is produced and agreed with the *Employer*. The *Consultant* prepares an improvement plan showing how performance will be improved during any further Tasks.

2.4.3 In determining the allocation of future work under this contract, the *Employer* will use the *Consultant's* performance against these Project Performance Indicators on each Task.

- 2.4.4 On each anniversary of the Contract Date the *Consultant* submits proposals for improvements for the following year in order to meet the requirement for continual improvement in performance.

## **2.5 Review meetings**

- 2.5.1 Monthly review meetings between the *Employer* and the *Consultant* will be by teleconference. On a quarterly basis the meetings will be face-to-face at a location the *Employer* chooses. The *Consultant* will be responsible for creating the agenda, and circulating five days prior to the meeting, writing the minutes and providing the completed minutes five days after the meeting to the *Employer* for approval.

## **2.6 Initiation of contract**

- 2.6.1 The *Consultant* is required to be fully effective within 3 weeks of Contract Date and to demonstrate that the required knowledge, skills and expertise in the *Employer* technical specifications, processes and procedures has been attained
- 2.6.2 The *Consultant* shall work with the outgoing consultant to undertake all necessary establishment, start-up, liaison and information gathering to allow the full *services* to be provided within 3 weeks of the Contract Date without disruption of *services*.
- 2.6.3 Within 1 week of the Contract Date, a start-up meeting shall be held with the *Employer* and the *Consultant*
- 2.6.4 The *Consultant* shall have transferred all work from the outgoing consultant within 3 weeks of the Contract Date with full continuity of the *services*.

## **2.7 Succession planning**

- 2.7.1 Prior to Contract Completion, the *Consultant* shall be advised of the *Employer's* intentions regarding the contract.
- 2.7.2 The *Consultant* shall ensure that a viable succession plan is in place 3 months after the Contract Date. The succession plan needs to be approved by the *Employer*, approval of which shall not be unreasonably withheld. The succession plan shall be kept up to date throughout the lifetime of the Contract.
- 2.7.3 During the final 2 months of the contract the *Consultant* shall:
- Provide support to and co-operate with the *Employer* and the incoming consultant to enable a smooth transfer of responsibilities.
  - Retain the *Employers* information post contract in line with this Contract.

2.7.4 The succession plan shall have a register of all documentation, software and equipment held under the contract. It should include how all documents and stored software shall be transferred to the new consultant or to the *Employer*.

2.7.5 The *Consultant* shall provide a full report on all uncompleted work three months before the end of the Contract. This shall be the subject of review and agreement by the *Employer*.

2.7.6 In instances when the *Consultant* is advised that there is to be a replacement Contract, the remaining contract period shall include the handover of all associated information to the new consultant.

## **2.8 Financial Management**

2.8.1 The *Consultant* includes on his invoices the requisition number and, where appropriate, the purchase order number. The *Consultant* submits with each invoice such records as the *Employer* requires, including time sheets and details of *expenses*.

2.8.2 The *Consultant* notifies the *Employer* of the name and address of his bank, the account name and number, the bank sort code and any other details required to make direct payments into that account.

## **2.9 Health and safety requirements**

2.9.1 The *Consultant* complies with the *Employer's* rules, regulations, health and safety policies and any safety and security instructions notified to the *Consultant*.

2.9.2 The *Consultant* reports to the *Employer* any accidents to people employed by the *Consultant* which require to be reported in accordance with relevant health and safety legislation.

2.9.3 The *Consultant* and the *Employer* notify each other of any known special health and safety hazards which may affect the performance of the *services*. The *Consultant* informs and instructs people employed by him on the hazards and any necessary associated safety measures.

2.9.4 The *Consultant* complies with *Employer's* Interim Advice Note 128/15AR Highways England Supply Chain Health and Safety Incident Reporting ("**IAN 128**"), or its later update or replacement, including any time periods required by IAN 128. If no time period is specified in IAN 128 the *period of reply* applies unless agreed otherwise by the *Employer*.

2.9.5 If any incident occurs that the *Consultant* considers is not within the remit of IAN 128 the *Consultant*

- notifies the *Employer* of the incident and

- reports the incident as if the incident was in the remit of IAN 128 if required by the *Employer*

2.9.6 Any document that would otherwise fall to be disclosed by the *Consultant* to the *Employer* may be withheld by the *Consultant* provided the *Consultant's* legal advisor confirms to the *Employer* that the document is

- A confidential communication between the *Consultant* and its legal advisor for the purpose of seeking or giving legal advice that the legal advisor would normally expect to be given legal privilege in normal course of its business with the *Consultant*
- a confidential communication between the *Consultant* or its legal advisors and 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).

2.9.7 The *Consultant* ensures that all subcontracts (at any stage of remoteness from the *Employer*) contain requirements similar to paragraphs 2.9.4 to 2.9.6.

2.9.8 The *Consultant* does not

- appoint a Subconsultant or
- allow a Subconsultant to appoint a sub-subconsultant (at any stage of remoteness from the *Employer*)

Until the *Consultant* has demonstrated to the *Employer* that the subcontract (at any stage of remoteness from the *Employer*) complies with paragraph 2.9.7.

## **2.10 Environmental management and related aspects**

2.10.1 In Providing the Services the *Consultant* complies with the *Employer's* environmental policy, which is to conserve energy, water and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

2.10.2 Paper for written outputs produced by the *Consultant* in connection with the contract complies with the relevant Government Buying Standard (<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>) and is used on both sides where appropriate.

2.10.3 Goods purchased by the *Consultant* on behalf of the *Employer* (or which will become the property of the *Employer*) comply with the relevant minimum

environmental standards specified in Government Buying Standard (<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>).

## 2.11 Energy Efficiency

2.11.1 The *Consultant* complies with PPN 7/14

- In Providing the Services and
- in the purchase of products for use by the *Consultant* partially or wholly for the purpose of Providing the Services comply with the standards for products in Directive 2012/27/EU.

2.11.2 The *Consultant* demonstrates to the *Employer* how, through Providing the Services, any new products purchased by the *Consultant* for use partially or wholly for the purpose of Providing the Services, complies with the requirements of Procurement Policy Note 7/14 entitled “Implementing Article 6 of the Energy Efficiency Directive”. Please copy and paste the following link into the address bar:

<https://www.gov.uk/government/publications/procurement-policy-note-0714-implementing-energy-efficiency-directive-article-6>

## 2.12 Project Management

### Right to use material

2.12.1 The *Employer* may use material provided by the *Consultant* under this contract for any purpose.

### Working with Others

2.12.2 The *Consultant* does not enter into commitments when dealing with third parties that might impose any obligations on the *Employer* except with the consent of the *Employer*.

### Meetings and reports

2.12.3 The *Consultant* reports on the performance of the *services* and attends all meetings arranged by the *Employer* for the discussion of matters connected with the performance of the *services*.

2.12.4 The *Consultant* shall keep an audit trail for all changes and updates to specifications, showing receipt date, change date, and update date, and any other information that is deemed necessary to monitor progress for all Task Orders. This shall be shown in graphical form as well as tables in the progress reports so that progress can be easily communicated to stakeholders.

Drawings, specifications, software, designs and other data

- 2.12.5 The *Consultant* delivers to the *Employer* on Completion the final 'deliverable' version of any data in an agreed format.
- 2.12.6 If this contract is terminated the *Consultant* delivers to the *Employer* working versions of each deliverable that has not been completed.
- 2.12.7 If information is to be exchanged electronically, the *Consultant* complies with the *Employer's* procedures for safeguarding the connection and the format of transmitted data.
- 2.12.8 The *Consultant* provides to the *Employer* copies of such records and documents as the *Employer* requests.

**2.13 Information security**

- 2.13.1 The *Consultant* collects the following Personal Data on behalf of the *Employer*.

Name, email, organisation, telephone number

- 2.13.2 When processing Personal Data on behalf of the *Employer*, the *Consultant* complies with the following requirements.

Keep the code of connection for the websites up to date in order to assess the risk posed by collecting personal information for user credentials on the websites

- 2.13.3 The *Consultant* prepares a robust information security plan complying with the *Employer's* security policy and submits it to the *Employer* for acceptance. The *Consultant* includes the security plan in its quality management system. The security plan includes procedures which

- ensure compliance with the Data Protection Acts
- 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
- provide for the vetting of its employees and Subconsultants' staff in accordance with the *Employer's* Personnel Security Standard set out in Appendix 1 of the Scope.

- 2.13.4 The *Consultant* provides training for its employees and *Subconsultants* in accordance with the *Employer's* security policy and the security plan.
- 2.13.5 The *Consultant* does not use any confidential or proprietary information provided to or acquired by it for any purpose other than to Provide the Services.
- 2.13.6 On Completion or earlier termination, the *Consultant* gives to the *Employer* all Personal Data held by them and destroys electronic and paper copies of such data in a secure manner.

## **2.14 Insurance**

- 2.14.1 The supply to the *Employer* of any evidence of insurance cover in compliance with requirements of this Clause 81.2 does not imply acceptance by the *Employer* that the extent of insurance cover is sufficient or that the terms and conditions thereof are satisfactory nor be a waiver of the *Consultant's* liability under the contract.
- 2.14.2 The insurance being taken out and maintained with insurers who are of good financial standing and of good repute in the international market.
- 2.14.3 The *Consultant* notifies the *Employer* at least ten (10) days prior to cancellation, suspension, termination or non-renewal of any of the insurances required by the contract
- 2.14.4 The *Consultant* does not (and the *Consultant* ensures that none of its subconsultant of any tier) take any action or fail to take any action or, insofar as is reasonably within its power, permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the insurances required by this contract.

## **2.15 Legal Opinion for non-United Kingdom Registered Company**

- 2.15.1 Any legal opinion provided by the *Consultant* in support of a Parent Company Guarantee from a non-UK registered company includes (among others) the following matters
- confirmation that
    - the Controller is a corporation duly incorporated in the relevant jurisdiction, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated,
    - the Controller has full power to execute, deliver, enter into and perform its obligations under the Parent Company Guarantee,
    - all necessary corporate, shareholder and other action required to authorise the execution and delivery by the Controller of the Parent Company Guarantee and the performance by it of its obligations under it have been duly taken,

- execution by the proposed signatories in accordance with the method of execution proposed will constitute valid execution by the Controller,
- the execution and delivery by the Controller of the Parent Company Guarantee and the performance of its obligations under it will not conflict with or violate
  - the constitutional documents of the jurisdiction in which it is incorporated,
  - any order of any judicial or other authority in the jurisdiction in which it is incorporated or
  - any mortgage, contract or other undertaking which is binding on the bidder or its assets and
- (assuming that it is binding under English law) the Parent Company Guarantee constitutes legal, valid and binding obligations of the Controller enforceable in accordance with its terms,
- notification of any other formalities to be complied with under local law which may be necessary to enforce the Parent Company Guarantee in the Controller's place of incorporation, including (for example) notarisation, legalisation or registration of the Parent Company Guarantee,
- notification of whether withholding is required to be made by the Controller in relation to any monies payable to *Employer* under the Parent Company Guarantee,
- confirmation of whether the *Employer* will be deemed to be resident or domiciled in the foreign jurisdiction by reason of its entry into the Parent Company Guarantee and
- confirmation that the Controller and its assets are not entitled to immunity from suit, pre-judgment attachment or restraint or enforcement of a judgment on grounds of sovereignty or otherwise in the courts of England and Wales in respect of proceedings against it in relation to the Parent Company Guarantee.

## 2.16 Conflict of Interest

- The *Consultant* does not take an action which would cause a conflict of interest to arise in connection to this contract. The *Consultant* notifies the *Employer* if there is any uncertainty about whether a conflict of interest may exist or arise.
- The *Consultant* notifies the employees and Subconsultants (at any stage of remoteness from the *Employer*), and ensures any Subconsultant informs its employees, who are Providing the Services, that they do not take an action which would cause an actual or potential conflict of interest to arise in connection with the *services*.

- The *Consultant* ensures that any employee and that any Subconsultant (at any stage of remoteness from the *Employer*) ensures any of its employees, who are Providing the Service, completes a declaration of interests in the form set out in Appendix 6. The *Consultant* issues to the *Employer* any completed declaration form.

The *Consultant*

- Procures any Subconsultant (at any stage of remoteness from the *Employer*) immediately notifies the *Consultant* and *Employer* if there is any uncertainty about whether a conflict of interest may exist or arise and
- immediately notifies the *Employer* if there is any uncertainty about whether conflict of interest may exist or arise

If the *Consultant* or Subconsultant (at any stage of remoteness from the *Employer*) notifies the *Employer*, the *Employer* may

- require the *Employer* to stop Providing the Services until any conflict of interest is resolved
- require the *Consultant* to submit to the *Employer* for acceptance a proposal to remedy the actual or potential conflict of interest.

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

### **3 EMPLOYER'S REQUIREMENTS**

#### **3.1 Change Advisory Board Objectives and Requirements**

3.1.1 The *Consultant* provides the *key people* as per the price schedule to manage the *service*.

3.1.2 The *Consultant* creates and manages a set of standard project documents for the *service* which will cover programme milestones, overall progress, programme risks, issues and lessons learnt

3.1.3 The *Consultant* produces and maintains a schedule of all *key people* from the starting date until the completion date.

3.1.4 The *Consultant* produces and maintains a business continuity plan that covers arrangements to continue service provision during personal or organisational events that may otherwise delay delivery of the Task Orders

3.1.5 The *Consultant* produces and maintains a business continuity plan that covers arrangements to continue service provision during personal or organisational events that may otherwise delay delivery of the Task Orders.

3.1.6 The *Consultant* operates a robust document management process to ensure that deliverables and products are scheduled and managed with full traceability.

3.1.7 The *Consultant* produces and maintains knowledge and exit management plans describing the people, information and processes required to successfully handover the products and knowledge created up to the completion date to the *Employer*.

3.1.8 The *Consultant* maintains and manages a Change Advisory Board for roadside technology, using ITIL methodology, MCH 1622 NMCS Change Control Procedures and MCH 1623 NMCS Configuration Management System Procedures.

Requirements of the *Consultant* for the Change Advisory Board are specified in Appendix 5 Task Orders.

#### **3.2 NMCS Specification Updates Objectives and Requirements**

Requirements of the *Consultant* for the NMCS specification updates are specified in Appendix 5 Task Orders.

#### **3.3 NMCS Website Maintenance Objectives and Requirements**

Requirements of the *Consultant* for the NMCS website maintenance are specified in Appendix 5 Task Orders.

Escrow information is provided in Appendix 4.

### **3.4 CHARM**

Requirements of the *Consultant* for CHARM control of instation technology are specified in Appendix 5 Task Orders.

### **3.5 Tools for the TOC**

Requirements of the *Consultant* for transfer of use to T-TOC tools are specified in Appendix 5 Task Orders.

## **Appendix 1 – BPSS Compliance**

### **Annex A**

#### **General notes**

- You must see original documents, copies are not acceptable.
- All the time you need to check that birth dates, signatures and photos match.
- You must comply with the Data Protection Act. Therefore remember to delete any electronic versions of this form/personal documents and securely destroy paper copies of documents when they are no longer relevant. UK Visas and Immigration provide advice on how long to keep copies of nationality and right to work documents:

<https://www.gov.uk/government/collections/employers-illegal-working-penalties#guidance-and-codes-of-practice>

## **Annex B**

### **Section 1: Application details and identity verification – guidance notes**

Generally one document which contains a photo or 2 documents without photos will provide adequate proof of identity.

However not all documents are of equal value, therefore we have listed below some examples of documents that are from reliable sources, difficult to forge and dated. These documents must be current and ideally issued within last 6 months.

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

- Current UK photo-card driving licence.
- A current passport. Please include the country of issue in section 1.3 (eg British passport, South African passport)

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

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

- Birth certificate, adoption certificate, gender recognition certificate
- Marriage licence, divorce or annulment papers
- Current full UK driving licence (old 'paper' version)
- A recent utility bill or council tax bill (valid for current year)
- Bank, building society or credit union statement or passbook containing current address
- Current benefit book or card or original notification letter from the DWP confirming the right to benefit.
- Police registration document or HM Forces identity card

#### **What to look for:**

- The documents shown to you must be originals. If you are unsure, consider comparing them to other examples you may have to hand
- Check that the paper and typeface of the document are similar to any others you may have to hand or may have examined recently
- Examine the documents for alterations or signs that the photograph and/or signature have been removed and replaced.

- Check that any signature on the documents tallies with other examples in your possession. If you're unsure, ask the applicant to sign something in your presence
- Check that details given on the documents corresponds with what you already know about the individual

Check the date of issue on each document.

### **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 must 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

### Section 2: Nationality and right to work- guidance notes

The current advice from UK Visas and Immigration is available on their website:

<https://www.gov.uk/government/collections/employers-illegal-working-penalties#guidance-and-codes-of-practice>

In addition, please note:

- You must be satisfied that each document produced relates to the individual, and you will need to check that all documents contain the same date of birth, photo and the person's appearance looks the same.
- UK Visas and Immigration provide advice on how long to keep copies of nationality and right to work documents:  
<https://www.gov.uk/government/collections/employers-illegal-working-penalties#guidance-and-codes-of-practice>



## **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:

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



## Annex E

### Employment history and personal references – guidance notes

- All employment history should be confirmed with previous employers, including overseas appointments (where the applicant was abroad for over 6 months).
- A template to send to previous *Employers* and personal referees can be found in [Annex F](#). However most companies will now only provide official confirmation (on letter headed paper) of when an individual worked for them. This is acceptable.
- Reasonable steps should be taken to ensure that the reference is genuine. References that are handwritten, not on headed paper, contain spelling or grammatical errors or just not convincing for any reason, should be followed up directly with the individual(s) concerned.
- If the applicant has been unemployed, or his previous *Employer* is no longer in business, a personal reference (see below) can be obtained instead. This is not necessary if the period involved is less than 6 months.
- 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 must 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. 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. Family members (including in-laws) are not suitable for references.
- The applicant should provide the details of someone of professional standing (eg 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**

*You can use this template to send to both previous Employers and personal referees. You will need to include a covering letter, explaining that you are requesting this information in relation to the applicant's proposed role in Highways England.*

.....

Dear

**SUBJECT:** \_\_\_\_\_

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

From:

To:

Capacity:

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

**3. 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:

Tel No:

Email:

## Appendix 2 Form of Parent Company Guarantee

DATED [●]

**HIGHWAYS ENGLAND COMPANY LIMITED**

as Employer

[●]  
as Guarantor

**PARENT COMPANY GUARANTEE**

relating to a term contract for the provision of  
consultancy services in respect of [ ]

## DATED [●]

## PARTIES

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

## BACKGROUND

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

## OPERATIVE PROVISIONS

### 1. DEFINITIONS AND INTERPRETATION

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

“**Contract**” means the contract dated [●] between the Employer (1) and the Consultant (2) under which the Consultant has agreed to Provide the Services.

“**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:

- (a) 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;
- (b) a composition, assignment or arrangement with any creditor of the Consultant;
- (c) 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
- (d) enforcement of any security over any assets of the Consultant, or any analogous procedure or step is taken in any jurisdiction.

“**Services**” means the services to be provided by the Consultant pursuant to the Contract.

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

## **2. GUARANTEE**

- 2.1. In consideration of the Employer agreeing to enter into the Contract with the Consultant, the Guarantor irrevocably and unconditionally guarantees and undertakes to the Employer that:
  - a) the Consultant will perform and observe all his obligations under the Contract at the times and in the manner provided in the Contract; and
  - b) in the event of any breach of such obligations by the Consultant, the Guarantor shall procure that the Consultant makes good the breach or otherwise cause it to be made good and shall indemnify the Employer against any loss, damage, demands, charges, payments, liability, proceedings, claims, costs and expenses suffered or incurred by the Employer arising from or in connection with it.
- 2.2. The Guarantor shall also indemnify the Employer against:
  - a) any costs, losses and expenses (including legal expenses) which may be suffered or incurred by the Employer in seeking to enforce and enforcing (i) this Guarantee and/or (ii) any judgment or order obtained in respect of this Guarantee; and
  - b) any loss or liability suffered or incurred by the Employer if any of the obligations of the Consultant under the Contract is or becomes illegal, invalid or unenforceable for whatsoever reason as if such obligations were not illegal, invalid or unenforceable.
- 2.3. Except in the case of an action under clause 2.2 or clause 5, 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.

### 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 Employer may at any time hold in respect of the Consultant's obligations under the Contract and may be enforced against the Guarantor without first having recourse to any such security.
- 3.2. The obligations of the Guarantor under this deed are in addition to and not in substitution for any rights or remedies that the Employer may have against the Consultant under the Contract or at law.
- 3.3. The liability of the Guarantor under this deed shall in no way be discharged, lessened or affected by:
- a) an Insolvency Event;
  - b) 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;
  - c) the Contract or any of the provisions of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
  - d) any time given, waiver, forbearance, compromise or other indulgence shown by the Employer to the Consultant;
  - e) the assertion or failure to assert or delay in asserting any rights or remedies of the Employer or the pursuit of any right or remedy of the Employer;
  - f) 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
  - g) any other act, event, omission or circumstance which but for this provision might operate to discharge, lessen or otherwise affect the liability of the Guarantor,
- 3.4. in each case with or without notice to, or the consent of, the Guarantor and the Guarantor unconditionally and irrevocably waives any requirement for notice of, or consent to, such matters.
- 3.5. Any decision of an adjudicator, expert, arbitral tribunal or court in respect of or in connection with the Contract and any settlement or arrangement made between the Employer and the Consultant shall be binding on the Guarantor.

### 4. VARIATIONS TO THE CONTRACT

- 4.1. The Guarantor authorises the Consultant and the Employer to make any addition or variation to the Contract, the due and punctual performance of

which shall likewise be guaranteed by the Guarantor in accordance with the terms of this deed. The liability of the Guarantor under this deed shall in no way be discharged or lessened by any such addition or variation.

## **5. LIQUIDATION/DETERMINATION**

5.1. The Guarantor covenants with the Employer that:

- a) if a liquidator is appointed in respect of the Consultant and the liquidator disclaims the Contract; or
- b) 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 Employer to pursue any remedy (whether under the Contract or otherwise) which it may have against the Consultant before proceeding against the Guarantor under this deed.

## **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 *Employer* in respect of any payment made by the Guarantor under this deed nor be entitled in competition with the Employer to claim or have the benefit of any security which the Employer holds for any money or liability owed by the Consultant to the Employer. If the Guarantor shall receive any monies from the Consultant in respect of any payment made by the Guarantor under this deed, the Guarantor shall hold such monies in trust for the Employer for so long as the Guarantor remains liable or contingently liable under this deed.

## **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 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).

## **11. GOVERNING LAW**

- 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.

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

## EXECUTION PAGE

Executed as a deed by  
**[GUARANTOR]** acting by [*name of  
director*] in the presence of: Director

Name of witness:  
Signature of witness:  
Address:

Occupation:

or

Executed as a deed by **[GUARANTOR]** )  
acting by: )

Director

Director/Secretary

**Appendix 3 Form of novation agreement**

DATED [●]

HIGHWAYS ENGLAND COMPANY LIMITED  
as Old Employer

[●]  
as New Employer

[●]  
as Consultant

**DEED OF NOVATION**

relating to a term contract for  
the provision of consultancy services in respect of [●]

**DATED [●]**

**PARTIES**

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

**BACKGROUND**

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

**1. DEFINITIONS AND INTERPRETATION**

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

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

“**Services**” means the services to be provided by the Consultant pursuant to the Contract.

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

## 2. NOVATION

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

## 3. NEW EMPLOYER'S UNDERTAKING

- 3.1. The New Employer undertakes to be bound to the Consultant by the terms of the Contract and to perform the obligations on the part of "the Employer" in relation thereto in every way as if the New Employer was and always had been a party to the Contract in place of the Old Employer.

## 4. PAYMENT OF SUMS DUE

- 4.1. The Consultant and the Old Employer agree that the total amount to be paid by the Old Employer to the Consultant for Services provided under the Contract prior to the date of this deed is £[●]. The Consultant acknowledges that the Old Employer has paid the sum of £[●] prior to the date of this deed. The balance of £[●] shall be invoiced by the *Consultant* to the Old Employer and paid by the Old Employer in accordance with the Contract.
- 4.2. The Consultant and the New Employer agree that the New Employer shall be solely responsible (to the exclusion of the Old Employer) for payment of all sums due to the Consultant under the Contract for Services provided after the date of this deed.
- 4.3. [Where, under Clause 2.2 above or under any other contract between the New Employer and the Consultant, any sum of money is recoverable from or payable by the Consultant to the New Employer, such sum may be deducted from or reduced by the amount of any sum then due or which may at any time become due from the New Employer to the Consultant under Clause 4.2 above or under any other contract with any Department or Office of Her Majesty's Government.]<sup>1</sup>

## 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).

---

<sup>1</sup> Delete if not novated to a Department or Office of Her Majesty's Government

**6. GOVERNING LAW AND DISPUTES**

- 6.1. The application and interpretation of this deed shall in all respects be governed by English law and any dispute or difference arising under this deed shall be subject to the jurisdiction of the English courts.

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

**EXECUTION PAGE**

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

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

Director

Director/Secretary

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

Executed as a deed by **HIGHWAYS ENGLAND COMPANY LIMITED** by affixing his 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 EMPLOYER]** )  
in the presence of: )

Authorised Signatory

Authorised Signatory

or

Executed as a deed by **[Government  
Department/Office]**

The Corporate Seal of the Secretary of State  
for **[Government Department/Office]** is affixed  
and is

authenticated by:

Executed as a deed by **[CONSULTANT]** )  
in the presence of: )

Director

Director/Secretary

**Appendix 4 - Form of novation agreement (for use when a Task Order is to be novated).**

**Novation Agreement –**

DATED [●]

HIGHWAYS ENGLAND COMPANY LIMITED as Old Employer

[●]  
as New Employer

[●]  
as Consultant

**DEED OF NOVATION**

relating to a task order under a term contract for  
the provision of consultancy services in respect of [●]

## DATED

## PARTIES

- (1) **Highways England Company Limited ( a company incorporated in and in accordance with the laws of England, having as its registered number 09346363) of Bridge House, 1 Walnut Tree Close, Guildford, Surrey, GU1 4LZ. (the “Employer”)**
- (2) *[insert details of replacement authority]* (the “New Employer”)
- (3) [●] (company no [●]) whose registered office is at [●] (the “Consultant”)

## BACKGROUND

- (A). By the Contract, the Old Employer has employed the Consultant to Provide the Services.
- (B). Pursuant to the Contract , the Old Employer has issued Task Order number [●] to the Consultant.
- (C). The Old Employer has agreed (with the consent of the Consultant) to transfer all its rights and obligations in respect of the Task Order to the New Employer and the Consultant has agreed to accept the liability of the New Employer in place of the liability of the Old Employer in relation to the Task Order upon and subject to the terms of this deed, which is supplemental to the Contract.

## OPERATIVE PROVISIONS

### 1. DEFINITIONS AND INTERPRETATION

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

“**Contract**” means a contract for the provision of services formed by the Old Employer and the Consultant dated [●] and includes any later additions, amendments or variations to the Contract.

“**Task Order**” means Task Order Number/ reference [●]

- 1.2. The clause and paragraph headings in this deed are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
- 1.3. Words in this deed denoting the singular include the plural meaning and vice versa.
- 1.4. References in this deed to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them

respectively from time to time in force, and references to a statute include statutory instruments and regulations made pursuant to it.

- 1.5. Words in this deed importing one gender include both other genders and may be used interchangeably, and words denoting natural persons, where the context allows, include corporations and vice versa.

## **2. NOVATION**

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

## **3. NEW EMPLOYER'S UNDERTAKING**

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

## **4. PAYMENT OF SUMS DUE**

- 4.1. The Consultant and the Old Employer agree that the total amount to be paid by the Old Employer to the Consultant for services provided under the Contract pursuant to the Task Order prior to the date of this deed is £[●]. The Consultant acknowledges that the Old Employer has paid the sum of £ [●] prior to the date of this deed. The balance of £ [●] shall be invoiced by the Consultant to the Old Employer and paid by the Old Employer in accordance with the Contract.]<sup>2</sup>
- 4.2. The Consultant and the New Employer agree that the New Employer shall be solely responsible (to the exclusion of the Old Employer) for payment of

all sums due to the Consultant under the Contract pursuant to the Task Order for services provided after the date of this deed.

- 4.3. [Where, under Clause 2.2 above or under any other contract between the New Employer and the Consultant, any sum of money is recoverable from or payable by the Consultant to the New Employer, such sum may be deducted from or reduced by the amount of any sum then due or which may at any time become due from the New Employer to the Consultant under Clause 4.2 above or under any other contract with any Department or Office of Her Majesty's Government.]

## 5. NOTICES

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

## 6. GOVERNING LAW AND DISPUTES

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

**EXECUTION PAGE**

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

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

Executed as a deed for and on behalf of  
**HIGHWAYS ENGLAND COMPANY  
LIMITED** by affixing his 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 his 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**  
**EMPLOYER]** in the presence of:

Authorised Signatory

Authorised Signatory

Executed as a deed by **[CONSULTANT]** )  
in the presence of: )

Director

Director/Secretary

## Appendix 4 Escrow Information

All CAB websites use leased equipment.

Domain	Company	Frequency	Renewal Date	Renewal Cost	Comment
CMS-3.org	UKServers LTD	Annual	13/09/2018	£30	(estimated)
NMCS2.org	UKServers LTD	Annual	02/08/2018	£30	(estimated)
tssplansregistry.dft.gov.uk	N/A	N/A	N/A	£0.00	Paid by the <i>Employer</i> directly
<b>SSL Certificates</b>					
NMCS2.org	Globalsign	Annual	15/11/2017	£160	(estimated)
CMS-3.org	Globalsign	Annual	27/06/2018	£160	(estimated)
tssplansregistry.dft.gov.uk	N/A	N/A	N/A	£0	Paid by Highways England directly
<b>Website Hosting Costs</b>					
All CAB websites currently hosted under TSS TMT-054 contract	Highways England	N/A	N/A	N/A	All energy, hardware, and communications costs are paid for by the TSS TMT-054 contract
<b>Estimated Total Annual Running Costs</b>				<b>£380</b>	

N.B. All figures NET

**Details of the software used to maintain CAB systems.**

Version	Software	License Type	Installer	Purpose
5.3	MySQL Connector	Open Source	Install from Web	To connect to the underlying database
3.14	Net Time	Open Source	Install from Web	
6.9.2	Notepad++	Open Source	Install from Web	Used for text editing
5.24.1001	Strawberry Perl	Open Source	Install from Web	
10.0.0.9.9317699	VMWare Tools	Commercial		
7.7	Toad for MySQL	Open Source	Install from Web	Database access tool
7.2	IIS URL rewrite module	Freeware		
16	7Zip	Open Source	Install from Web	Zippping & Unzipping libraries
7.3	AWStats	Open Source	Install from Web	Capturing web usage statistics

## Appendix 5 Task Orders

NB: MCH documents can be found here:

<https://tssplansregistry.highways.gov.uk/login.asp>

<b>Task Order Name</b>
<b>TO1 – Manage all change material</b>
<b>Task Requirements</b>
<ol style="list-style-type: none"> <li>1. The <i>Consultant</i> works with the <i>Employer</i> and Others to manage the change material including:             <ol style="list-style-type: none"> <li>a) Change Requests (CR)</li> <li>b) Change Notes (CN)</li> <li>c) Reject Notes (RN)</li> <li>d) Technical Analysis (TA)</li> <li>e) Technical Notes (TN)</li> <li>f) Risk Assessments (RA)</li> <li>g) Impact Assessments (IA)</li> </ol> </li> <li>2. The <i>Consultant</i> shall conduct an IA, TA and/or RA when requested within one month of notification.</li> <li>3. The <i>Consultant</i> shall raise CRs, CNs and RNs as necessary to support the for main CAB meetings which are scheduled for every six weeks and distribution of documentation within two calendar weeks after a CAB meeting</li> <li>4. The <i>Consultant</i> shall deliver Change Control Board material (CN/CR's and specifications) updated and held on the <i>Employers</i> change management system within 1 week of approval by the <i>Employer</i> on NMCS2.org, CMS-3.org or tssplansregistry.highways.gov.uk</li> <li>5. Change Request processed within 14 days of a CAB meeting              Safety critical Change Request processed in 30 days              Change note processed within 14 days of a CAB meeting</li> </ol>
<b>Expected Task Duration</b>
<p>Task will continue for 2 years unless the Completion Date is extended and the process is repeated each time a new CR is submitted.</p> <p>Task duration will differ dependent on the change but the <i>Consultant</i> should use the following KPI's as guidance</p>

<b>Task Order Name</b>
<b>TO2 – Coordination of the Change Advisory Board and resultant actions</b>
<b>Task Requirements</b>
<ol style="list-style-type: none"><li>1. The <i>Consultant</i> shall provide technical assurance including audit process relating to CAB controlled items using the <i>Employers Change Management System</i>.</li><li>2. The <i>Consultant</i> shall liaise with the <i>Employer</i> and the <i>Employer's</i> suppliers and Partners in advance of CAB meetings to progress change material.</li><li>3. The <i>Consultant</i> shall liaise with the <i>Employer's</i> Instation support team in preparation for operational activities.</li><li>4. The <i>Consultant</i> shall make any necessary updates to the Change Request template and submit to the <i>Employer</i> to accept the changes.</li><li>5. As subject matter experts the <i>Consultant</i> shall complete a quality assurance review on any submitted Change Request templates before they are issued to the CAB.</li></ol>
<b>Expected Task Duration</b>
Task will continue for 2 years unless the Completion Date is extended and the process is repeated each time a new CR is submitted. Task duration will differ dependent on the change.

<b>Task Order Name</b>
<b>TO3 – Administration of CAB meetings and materials</b>
<b>Task Requirements</b>
<ol style="list-style-type: none"><li>1. The <i>Consultant</i> shall collate comments and feedback of change material, update change material as necessary and distribute minutes, agenda and change material.</li><li>2. The <i>Consultant</i> shall manage the CAB meetings as defined in MCH1622. For financial assessment purposes only, the <i>Consultant</i> is to assume the CAB meetings will be every 6 weeks, using a teleconference or video conferring facilities.</li><li>3. The <i>Consultant</i> shall provide assessment of CAB meeting Change Requests and Change Notes for NMCS operations and provide monthly reports to the <i>Employer</i>.</li><li>4. The <i>Consultant</i> shall send notification emails to the CAB community when the status of a change has been updated.</li><li>5. The <i>Consultant</i> shall circulate the agenda five days prior to the meeting.</li><li>6. The <i>Consultant</i> shall circulate the minutes five days after the meeting.</li><li>7. Change material shall be updated to an agreed timescale dependent on the change.</li></ol>
<b>Expected Task Duration</b>
Task will continue for 2 years unless the Completion Date is extended.

<b>Task Order Name</b>
<b>TO4 – Maintaining of the CAB websites</b>
<b>Task Requirements</b>
<ol style="list-style-type: none"> <li>1. The <i>Consultant</i> will ensure the websites NMCS.org, CMS-3.org and tssplansregistry.highways.gov.uk have availability figures of 97% for operational performance to system stakeholders.</li> <li>2. The <i>Consultant</i> is to host the three websites; including costs regarding the domain name and SSL certificates for secure connection; with the expectation that the name tssplansregistry.dft.gov.uk belongs to DfT. The <i>Consultant</i> only, can upload data to NMCS.org and CMS-3.org. The <i>Employer's</i> SES (Safety Engineering and Standards) Directorate only, can upload to tssplansregistry.highways.gov.uk</li> <li>3. The <i>Consultant</i> shall provide support services to the <i>Employer</i> as are necessary to maintain NMCS specifications websites such that all current information regarding CAB controlled NMCS specifications and current proposed /actual changes are always readily available and easily accessible from NMCS2.org, CMS-3.org or tssplansregistry.highways.gov.uk including website administration and support.</li> <li>4. The websites must all be password protected and follow the <i>Employers</i> information and data security policies.</li> <li>5. The <i>Consultant</i> shall provide ongoing web administration of change material and CAB controlled specifications including uploading and maintenance.</li> <li>6. The <i>Consultant</i> shall maintain the various configuration management tools associated with the CAB controlled documentation using CMS-3.org MCH1622 NMCS Change Control Procedures and MCH1623 NMCS Configuration Management System Procedures.</li> <li>7. The <i>Consultant</i> shall review existing CMS systems / procedures and propose improvements/developments including implementing an audit process.</li> <li>8. The <i>Consultant</i> shall configure and manage the web server which hosts the websites.</li> <li>9. The <i>Consultant</i> shall provide an on-line training package for users in the use of the websites within one month of start-up of the contract.</li> <li>10. The <i>Consultant</i> shall comply with statutory requirements e.g. Cookie laws.</li> <li>11. The <i>Consultant</i> shall process approvals of NMCS2 and CMS-3 website user requests and providing user accounts.</li> <li>12. If website enhancements are required they will be allocated as a separate piece of work within the contract.</li> <li>13. The <i>Consultant</i> shall provide monthly statistics of website downloads to the <i>Employer</i>.</li> <li>14. The <i>Consultant</i> is required to transfer all existing hardware and software relating to the websites with 3 weeks of the start of the contract with minimum disruption of service.</li> </ol>
<b>Task Objectives and Completion</b>
This Task is ongoing and will be until Completion Date
<b>Expected Task Duration</b>

Task will continue for 2 years unless the Completion Date is extended. Expected duration of time dependent requirements above.  
Each month the *Consultant* shall provide statistics of website downloads to the *Employer*.

<b>Task Order Name</b>
<b>TO5 – Contract management</b>
<b>Task Requirements</b>
<ol style="list-style-type: none"> <li>1. The <i>Consultant</i> includes on his invoices the requisition number and, where appropriate, the purchase order number. The <i>Consultant</i> submits with each invoice such records as the <i>Employer</i> requires, including time sheets and details of expenses including a contractors Monthly Report (CMR)..</li> <li>2. The <i>Consultant</i> shall report on performance on a monthly basis.</li> <li>3. The <i>Consultant</i> shall attend monthly contract review meetings with the <i>Employer</i></li> <li>4. The <i>Consultant</i> shall attend workshops, or technical meetings to define outcome based specifications or complex CAB issues process and content when requested to progress CAB material. The frequency of attendance of workshops / Technical Meetings can be assumed to be four times a year.</li> </ol>
<b>Task Objectives and Completion</b>
The <i>Consultant</i> will complete this Task monthly and shall repeat the task monthly until the Completion Date.
<b>Expected Task Duration</b>
Task will continue for 2 years unless the Completion Date is extended

<b>Task Order Name</b>
<b>TO6 – Preparation for CHARM</b>
<b>Task Requirements</b>
<ol style="list-style-type: none"> <li>1. The <i>Consultant</i> shall conduct regular catch up meetings with the CHARM team in order to agree the requirements of CAB during and after the CHARM roll out.</li> <li>2. The <i>Consultant</i> shall prepare the transfer of information of instation technology over to CHARM once CHARM is delivered.</li> </ol>
<b>Task Objectives and Completion</b>
The <i>Consultant</i> will have completed the Task when the requirements for CHARM control of instation technology specification have been established (TO7 requirements).
<b>Expected Task Duration</b>
The Task will continue until CHARM has been rolled out – estimated roll out date is May 2018 at NERCC.

Task Order Name
<b>T09 – Specification Updates</b>
Task Requirements
<ol style="list-style-type: none"> <li>1. The NMCS specifications are required to be up to date and be in accordance with EU Guidelines and allow for current and future ITD and MP design works, support build standards, base lines and system enhancements, system testing and including for procurement of outstation and instation roadside technology</li> <li>2. NMCS Specifications are updated by <i>Consultants</i> to high quality and with agreed timescales.</li> <li>3. The <i>Consultant</i> shall provide subject matter expert support to the <i>Employer</i> to implement the required changes to technical specifications as required by approved Change Notes.</li> <li>4. The <i>Consultant</i> shall liaise with the <i>Employer</i> and other stakeholders to agree the programme of specifications in priorities and agree estimated dates of approval.</li> <li>5. The <i>Consultant</i> shall provide an updated programme of activities for all specifications at the monthly progress meetings. This shall include the dates of submission of the P1 Form (at Appendix 7), estimated dates of approval by the <i>Employer</i> and estimated dates of publication</li> <li>6. The <i>Consultant</i> shall incorporate into CAB controlled specifications any outstanding CN's identified in the <i>Employers</i> distribution lists or the <i>Employers</i> requests and also any other required corrections or amendments.</li> <li>7. New documentation being brought into CAB control will be provided to the <i>Employer</i>. This shall be treated as a new change and shall follow the same process as existing CAB documentation.</li> <li>8. The <i>Consultant</i> shall ensure the CAB controlled specifications are formatted correctly in accordance with the procedures laid down in MCH 1619; Guidance for Generation and Modification of NMCS Specifications, MCH 1622 NMCS Change Control Procedures and MCH 1623 NMCS Configuration Management System Procedures.</li> <li>9. The <i>Consultant</i> shall manage the QA (Quality Assurance) process (Document control check audit and the Independent (TA) check audit) for the draft specifications.</li> <li>10. The <i>Consultant</i> shall submit draft documents to the <i>Employer</i> for approval and signing prior to submitting the P1 form (at Appendix 7).</li> <li>11. The <i>Consultant</i> shall issue approved signed specifications in .pdf format.</li> <li>12. The <i>Consultant</i> shall ensure all CAB controlled specifications are stored in a controlled manner and are readily available on project websites: NMCS2, CMS-3, TSS Plans Registry.</li> <li>13. The <i>Consultant</i> shall manage the <i>Employers</i> Word macros and the NMCS2 template used for CAB controlled specifications.</li> <li>14. The <i>Consultant</i> shall attend workshops, or technical meetings to define outcome based specifications or complex CAB issues process and content when requested to progress CAB material. The frequency of attendance of workshops / Technical Meetings can be assumed to be four times a year.</li> <li>15. The <i>Consultant</i> shall complete high priority specification updates and add them to the relevant websites within 4 weeks once the programme is approved.</li> <li>16. An updated programme shall be communicated to stakeholders within 2 days</li> </ol>

of approval at the monthly progress meeting.  
17. The Consultant shall complete and deliver the P1 Form (at Appendix 7) for each specification within 2 weeks of commencing works activity on a CAB specification.

**Expected Task Duration**

Task will continue for 2 years unless the Completion Date is extended

**\*Task Orders 07 & 08** are not yet confirmed and/ or do not have all the information available yet. These are for information only at this stage, providing an indication of likely future requirements.

\*TO7 - This will be needed when CHARM is delivered estimated 2019

<b>Task Order Name</b>
<b>TO7 – Implementation of CHARM*</b>
<b>Task Requirements</b>
<ol style="list-style-type: none"> <li>1. The <i>Consultant</i> and the <i>Employer's</i> CHARM team will agree these requirements during TO6 before the CHARM roll out in May 2018</li> <li>2. The <i>Consultant</i> shall transfer the information for instation technology to the CHARM team without disruption of service.</li> <li>3. The <i>Consultant</i> shall continue to manage the outstation technology specifications with no disruption of service.</li> </ol>
<b>Task Objectives and Completion</b>
The <i>Consultant</i> will have completed the Task when the control of the instation technology specifications is under the control of CHARM rather than CAB.
<b>Expected Task Duration</b>
Task will start when the CHARM roll out begins. This Task shall be completed within 12 months

\*TO8 - This will be needed when the TOC (Technology Operations Centre) is delivered estimated 2019

<b>Task Order Name</b>
<b>TO8 – Transfer of tools T-TOC*</b>
<b>Task Requirements</b>
<ol style="list-style-type: none"> <li>1. When the <i>Employer</i> delivers the tools for the TOC (T-TOC) project which is expected to be before 2020 the <i>Consultant</i> shall use the new T-TOC tools, such as databases and websites, to deliver the CAB.</li> <li>2. The <i>Employer</i> shall give the <i>Consultant</i> four weeks written notice of this change.</li> <li>3. The <i>Consultant</i> shall liaise with the <i>Employers</i> T-TOC team to ensure a smooth transfer of the Change Advisory Board to T-TOC tools.</li> </ol>
<b>Task Objectives and Completion</b>
The <i>Consultant</i> will have completed the Task when the Change Advisory Board uses the T-TOC tools for operation including the databases and websites.
<b>Expected Task Duration</b>
Task will continue until the T-TOC tools are in use; this is expected to be within the first two years of the contract.

## Appendix 6 – Declaration of Interests

**Official-Sensitive  
(only when not a nil return)**

## Highways England Company Limited Declaration of Interest Form (for use by individuals with non-employment contract status)

### Purpose

This form asks you to provide information in respect of actual, potential or perceived conflicts of interest in line with the Public Contracts Regulations 2015, the Concession Contract Regulations 2016 and Highway England's own policies including in regard to procurement and transparency.

The fact that you have an actual, potential or perceived conflict of interest is not necessarily a barrier to your involvement in a particular decision. The nature of action taken, when handling conflicts of interest, will depend on a number of factors which will be considered by Highways England and the decision of Highways England will be final.

<b>1. Personal details (for Highways England and statutory records, please advise any subsequent changes)</b>	
a) Role/service provided	
b) Present surname and any former surname(s)	
c) Present forename(s) and any former forename(s)	
d) Phone Numbers a) landline b) mobile (Highways England restricted use only)	
e) Date form completed	
<b>2. Directorships</b>	
Are you a director or a "shadow director" <sup>1</sup> of any company? YES/NO	If YES, please provide the names of the companies, business sector, and date you became a director.

<sup>1</sup>"shadow director " means a person in accordance with whose instructions the directors of the company are accustomed to act. If you are a director or a shadow director of a company and, as a consequence are also a director or shadow director of several subsidiaries, a general description of the subsidiaries will suffice.

<b>3. Other business interests</b>	
<p>Are you a partner, employee or a <i>Consultant</i> (paid or otherwise) in any business? YES/NO</p>	<p>If YES state the names and give the nature of the businesses where this is not indicated in the title and the nature and start date of your involvement with each partnership, employment or consultancy.</p>
<p>Have you held any fiduciary office or position of trust (paid or otherwise) in the last 10 years? YES/NO Include public and any political offices.</p>	<p>If YES please give details and if you no longer hold the position, describe the circumstances in which you ceased to do so.</p>
<p>Do you have a direct shareholding in any company in the sector in which Highways England operates? YES/NO</p>	<p>I hold the following shares/I do not hold any shares in the sector in which Highways England operates.</p>
<b>4. Voluntary work</b>	
<p>Are you involved in or a member of any professional bodies, charities, special interest or political groups in the sector which Highways England operates? YES/NO.</p>	<p>If YES provide details.</p>
<b>5. Other</b>	
<p>Are there any other matters which you, or a reasonable member of the public might perceive that Highways England should be aware of which might impact on your role as a consultant to Highways England or the reputation of Highways England? YES/NO</p>	<p>If YES provide details.</p>

<p>Are there any matters or relevant interests, (including significant interests of close <sup>i2</sup> members of your family) which might influence your judgement, deliberation or action in providing services to/your role in Highways England or be perceived by a reasonable member of the public as doing so? YES/NO</p> <p>Please include information on any directorships and business interests in respect of close members <sup>2</sup> of your family in respect of the sphere in which Highways England operates.</p>	<p>If YES provide details.</p>
<p><b>6. Connected persons</b></p>	
<p>Please confirm (in the box to the right) that, in relation to the questions contained in sections 3, 4, 6, above, no additional information would need disclosure in relation to any connected person.</p>	<p>I confirm that no additional information requires disclosure.</p> <p>I have provided additional information above.</p>

<sup>2</sup> Close members means a) an individual's domestic partner and children b) children of individuals domestic partner c) or independents domestic partners, d) parents and in-laws and e) siblings.

**Declaration**

1. I declare that to the best of my knowledge and belief (having taken all reasonable care to ensure that such is the case) the answers to all of the above questions are true and not misleading.
2. I shall not communicate to any person, firm, company or other legal entity other than Highways England employees or consultants engaged by or on behalf of Highways England in connection with the same matter any commercially sensitive or confidential information in connection with my work at Highways England (unless Highways England grants permission in writing to share commercially sensitive or confidential information with such person, firm, company or other legal entity).
3. During and for a period of 12 months following the expiry of my appointment to work for Highways England, I shall not seek to obtain any commercial advantage for myself, my *Employer* or any connected persons, or personal advantage, from my work at Highways England.

4. During and for a period of 12 months following the expiry of my appointment to work for Highways England, I shall not assist my *Employer*, any organisation connected with my *Employer*, or any other organisation or person in tendering for any contract opportunity with Highways England that I have worked on in my capacity as a consultant to Highways England.
5. I shall not pay, give, receive or offer to pay, give, receive any sum of money or other consideration directly or indirectly to any person whatsoever for any act described in paragraphs 2, 3 and 4 above. If any offer is made to me to breach this declaration, I shall report it immediately to Highways England.
6. All documentation that I have access to in my role as a consultant to Highways England shall be made available to Highways England to form part of any relevant tender information pack. Any information that may give me, my *Employer* or a third party any advantage in a tender process shall be returned to Highways England.
7. I understand that I may only be involved in the evaluation of a tender for Highways England where expressly sanctioned in writing by Highways England. I understand that I will not be involved in the process for agreeing any extension to my contract or the contract of any consultant who shares with me the same *Employer*.
8. I understand that I am not to be involved in looking at the route to market for any contract, project or task for which I or my *Employer* may wish to tender and not to be involved in the assessment of resources being proposed for such contract, project or task. I agree to remove myself from any discussions relating to the procurement route for any contract, project or task for which I or my *Employer* may wish to tender and I agree not to discuss these matters with my *Employer* or with the team responsible for managing the contract, project or task in my firm.
9. Should any of the information on this declaration change or should I become aware of a potential, perceived or actual conflict of interest I will immediately contact Highways England to inform them and will take all reasonable steps to mitigate or remove the potential, perceived or actual conflict of interest.
10. I understand that if I do not comply with the statements in this declaration I may prejudice my *Employers* ability to participate in tendering for contract opportunities with Highways England, I may have my contract with Highways England terminated and could face legal action.
11. I confirm that I have read and understood the requirements related to conflicts of interest in the contract between my *Employer* and Highways England for the provision of the services.

Signed by the <i>Consultant</i>	
Date	

Acknowledged by the <i>Employer</i>	
Date	

**For Highways England's use only** - Only applicable when involved in the tendering process

Acceptance/ Non-acceptance

I have considered the impact on the assessment and the risks to the Highways England objectives.

I am willing to accept this supplier for this assessment as a result of this consideration.

I am not willing to accept this supplier for this assessment as a result of this consideration.

Please record reasoning for decision:

--

**Signed:** .....

**Name in Block Capitals:** .....

**Post and Grade:**<sup>3</sup> .....

<sup>3</sup> This section of the agreement must be countersigned by PB8 SSD, or if one not available a PB8 PLT Member.

Appendix 7 P1 form

**Form P1 – Technology Document Publication:  
Identifying and Agreeing peer reviewers**

<b>Title of document</b>		<b>Version number</b>	
<b>Is this a revision or new draft?</b>			
<b>Author/owner</b>			
<b>What will the document detail</b> (if not explained by title)?			
<b>What is the programme for publication?</b> (this is to assist reviewers in planning their time)			
<b>Proposed reviewers representing:</b> (select as appropriate, add further reviewers if necessary)			
<b>Technical peer review</b>			
<b>SES, ITS Research Group</b>			
<b>ITD, Information and Technology Directorate</b>			
<b>SES, Knowledge Programme, Governance and Implementation Team</b>			
<b>Plain English (non-technical)</b>			
<b>Maintenance community</b>			
<b>Procurement</b>			

**Notes**

The purpose of this form is to identify and agree reviewers ensuring appropriate representation are made from all areas of the Highways England. The review panel will vary depending on the topic area and available expertise.

The review group should be scaled appropriately to the proposed document. For example, a large review panel would be unnecessary for a minor amendment to an existing drawing. There should be representatives from ITD, SES ITS Research Group and SES Knowledge Programme Governance and Implementation team.

**Establishing if notification to the EU is required under directive 98/34/EC?**

<p><b>Is EU notification required?</b> To assist with this please answer the following questions. SES should advise if your document requires notifying following the response to these questions.</p>	
<p><b>Q1:</b> Does the document contain product requirements?</p>	
<p><b>Q2:</b> Will the requirements significantly affect marketing of products of that type in the UK?  For example, products such as VMS are mainly procured by the HA in the UK and so the influence of HA requirements on the UK market place for these products is likely to be significant.</p>	
<p><b>Q3a:</b> Are the requirements used as a point of reference by other organisations for the specification of highways technology equipment? Or: <b>Q3b:</b> Does the document contain best or good practice with respect to highway technology that other organisations follow?</p>	
<p><b>Q4:</b> Have we been procuring the same component over several contracts with broadly the same specification?</p>	
<p><b>Q5:</b> Does the specification document apply across a wide range of products (for example, TR1100 does do)?</p>	
<p><b>Q6:</b> Does the document apply to acceptance of products used on highways in the UK in general?</p>	
<p><b>UPON COMPLETION SEND THIS FORM TO <a href="mailto:tssplansregistry@highwaysengland.co.uk">tssplansregistry@highwaysengland.co.uk</a></b></p>	

Notes

The purpose of this form is to identify and agree reviewers ensuring appropriate representation are made from all areas of Highways England. The review panel will vary depending on the topic area and available expertise.

The review group should be scaled appropriately to the proposed document. For example, a large review panel would be unnecessary for a minor amendment to an existing drawing. There should be representatives from ITD, SES ITS Group and SES Knowledge Programme Governance and Implementation team.

The decision on whether your document requires notification to the EU will greatly influence the scale of the review and the time taken to publish. A document requiring notification will most likely require consultation with the SES KPGI team, therefore this team should be included as a reviewer.