

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

1.4 Professional Indemnity Insurance	
1.4.1	<p>Insureds</p> <ul style="list-style-type: none"> • <i>Contractor</i>
1.4.2	<p>Interest</p> <p>To indemnify the Insured (as set out in paragraph 1.4.1 above) for all sums which the Insured (as set out in paragraph 1.4.1 above) shall become legally liable to pay (including claimant's costs and expenses) as a result of any claim or claims first made against the Insured (as set out in paragraph 1.4.1 above) during the Period of insurance (as set out in paragraph 1.4.4 below) by reason of any act, error and/or omission arising from or in connection with professional services, advice, design and or specification relevant to the service or the contract</p>
1.4.3	<p>Territorial limits</p> <p>United Kingdom</p>
1.4.4	<p>Period of insurance</p> <p>The <i>Contractor</i> maintains this insurance from the <i>starting date</i> until twelve (12) years following Completion the whole of the <i>service</i> or termination of the contract whichever occurs earlier.</p>
1.4.5	Cover features and extensions

	<ul style="list-style-type: none">• Legal liability assumed under contract, duty of care agreements and collateral warranties,• Retroactive cover from the date of the contract or retroactive date no later than the date of the contract in respect of any policy provided on a claims made form of policy wording.
1.4.6	<p>Principal exclusions</p> <ul style="list-style-type: none">• War related perils,• Nuclear/radioactive risks,• Insolvency of the Insured (as set out in paragraph 1.3.1 above),• Liability for death, illness, disease or bodily injury sustained by employees of the Insured (as set out in paragraph 1.3.1 above) arising out of the course of their employment.



Highways England Company Limited

Scope

Client's personnel security procedures

Annex 04

CONTENTS AMENDMENT SHEET

Issue No.	Revision No.	Amendments	Initials	Date
0	0	Tender issue	LY	Mar 2021

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1 CLIENT'S PERSONNEL SECURITY PROCEDURES	
1.1 Mandatory obligations	
1.1.1	The <i>Client</i> is required to adopt the personnel security requirements and management arrangements set down in Security Policy 3: Personnel Security of Her Majesty's Government (HMG) Security Policy Framework version 1.1 – May 2018 issued by the Cabinet Office as amended from time to time (the "Security Policy Framework").
1.1.2	The Security Policy Framework is available to be downloaded from the Cabinet Office website . The <i>Contractor</i> familiarises itself with the objectives and principles embodied within the Security Policy Framework, in addition to the mandatory obligations extracted from the Security Policy Framework and set down in this Annex 04 of the Scope.
1.1.3	The <i>Contractor</i> ensures that the appropriate level of personnel security is obtained and maintained for all Staff in accordance with the Security Policy Framework.
1.1.4	The <i>Client</i> notifies the <i>Contractor</i> of any revisions to the personnel security requirements arising as a consequence of subsequent amendments to the Security Policy Framework and agrees any remedial action required by the <i>Contractor</i> as a result of the amendments.
1.1.5	In addition to the requirements set out in the Security Policy Framework, the Cabinet Office Efficiency and Reform Group has introduced security requirements in relation to site admittance, passes and photographs. These requirements are set out in Part Three of this Annex 4 below.
1.2 Security checks – Minimum requirements	
1.2.1	<p>The HMG Baseline Personnel Security Standard (BPSS) forms the minimum-security check requirements for all Staff whose duties include</p> <ul style="list-style-type: none"> • working in any of the <i>Client's</i> premises, for example survey sites, offices, Regional Operation Centres (ROC), the National Traffic Operations Centre (NTOC) and any outstations owned and/ or operated by the <i>Client</i>; • usage of the <i>Client's</i> Information Systems or • working unsupervised in any other capacity.
1.2.2	The <i>Client</i> may notify the <i>Contractor</i> of a modification to the categories of Staff requiring BPSS security checks at any time.
1.2.3	The complete Government guidance document for the BPSS is available to be downloaded from the Cabinet Office website . The BPSS form and summary guidance produced by the <i>Client</i> is in section 5 below.

1.2.4	Procedural and other details for ensuring compliance with the BPSS are set down in Part One – BPSS Compliance below.
1.3 Security checks – Additional vetting requirement	
1.3.1	Where Staff require unrestricted access to the <i>Client</i> areas identified in Part Two of this Annex 4, the <i>Client</i> notifies the <i>Contractor</i> of the appropriate level of National Security Vetting (NSV) to be carried out.
1.3.2	The <i>Client</i> notifies the Security Team via email that the applicant requires NSV to be carried out.
1.3.3	Procedural and other details for ensuring compliance with NSV are set down in Part Two - National Security Vetting (NSV) of this Annex 04 .
2 PART ONE – BPSS COMPLIANCE	
2.1 Procedures	
2.1.1	The <i>Contractor</i> undertakes security checks to ensure the confidentiality, integrity and availability of the <i>Client's</i> asset (documents and information).
2.1.2	<p>The recruitment controls of the BPSS are required to have been carried out for all Staff to whom paragraph 1.2.1 above applies prior to their employment on this contract. The recruitment control process is completed satisfactorily before an individual</p> <ul style="list-style-type: none"> • is issued with a security pass giving unrestricted access to the <i>Client's</i> premises; • potentially has access to the <i>Client's</i> sensitive, possibly protectively-marked, information; and • is given access to the <i>Client's</i> IT network.
2.1.3	The <i>Contractor</i> takes all necessary measures to confirm that any previous security checks carried out on existing Staff meets the requirements of the BPSS, either in full or by exception using the risk management assessment process guidance contained in the Security Policy Framework.
2.1.4	The <i>Contractor</i> notes that, for existing Staff with more than 3 years continuous employment and who have not had any access passes or permits revoked in that time, the requirements for references in the BPSS security check can be deemed to be discharged by a letter from a Director or Head of Personnel of the <i>Contractor</i> certifying the same.
2.1.5	The <i>Contractor</i> rectifies any unacceptable gaps identified between the BPSS and existing security checking in accordance with the requirements of the BPSS.

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

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

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

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

	The <i>Client</i> may require additional evidence before reinstating the original security check authorisation. In all other cases of re-employment, the full BPSS security check is to be carried out.
2.10 Ongoing personnel security management (“aftercare”)	
2.10.1	The <i>Contractor</i> monitors, manages and supports the required behaviours of Staff who are approved for work on this contract in line with the principles contained in the Security Policy Framework and reports to the <i>Client</i> immediately if the continuing suitability of an employee is in doubt.
2.10.2	Where the <i>Contractor</i> reports a case of doubt or the <i>Client</i> considers that the actions of any individual does not conform to the <i>Client’s</i> required behaviours, the <i>Client</i> may instruct the <i>Contractor</i> to review the performance of the individual concerned. The <i>Contractor</i> takes appropriate action in consequence of the review, which may include <ul style="list-style-type: none"> • agreeing a performance improvement plan; • a temporary suspension of permits and passes; or • removal of the individual in accordance with the core clause 21.3 of the NEC4 Term Service Short Contract (TSSC).
2.11 Retention of documentation	
2.11.1	The documentation associated with the BPSS security check is retained by the <i>Contractor</i> until the expiry of the contract period and for a period of twelve months after the individual has ceased to be employed on this contract.
2.11.2	The <i>Contractor</i> destroys all electronic and paper copies of documentation which it is no longer required to retain.
3 PART TWO – NATIONAL SECURITY VETTING (NSV)	
3.1 Procedures	
3.1.1	In all cases, verification of identity and the individual’s entitlement to undertake the work in question is to be carried out before embarking on NSV.
3.1.2	Other than in exceptional circumstances, NSV is not to be undertaken before the individual’s BPSS check has been completed satisfactorily. The <i>Contractor</i> agrees with the <i>Client</i> , on a case by case basis, any exceptional cases where NSV and BPSS procedures are required to be carried out in parallel.
3.1.3	The <i>Client</i> determines if any Staff need to undertake NSV in addition to the BPSS check.
3.1.4	If the <i>Client</i> considers that NSV is required, the <i>Client</i> identifies, manages and undertakes the necessary vetting at the <i>Client’s</i> expense.

3.1.5	Where the <i>Client</i> determines that NSV is required, the approvals process set out in section 2.7 Approval for employment does not apply, unless the <i>Client</i> instructs otherwise. Access permits and passes are ordinarily only issued on satisfactory completion of NSV.
4 PART THREE – CABINET OFFICE EFFICIENCY AND REFORM GROUP REQUIREMENTS	
4.1 Site admittance	
4.1.1	The <i>Contractor</i> submits to the <i>Client</i> details of people who are to be employed by it and its Subcontractors for the provision of the <i>service</i> . The details include a list of names and addresses, the capacities in which individuals are employed and any other information required by the <i>Client</i> .
4.1.2	The <i>Client</i> may instruct the <i>Contractor</i> to take measures to prevent unauthorised persons being admitted on to the property affected by the <i>service</i> . The instruction is a compensation event if the measures are additional to those required by the Scope.
4.2 Passes	
4.2.1	All Staff are required to carry a <i>Client's</i> pass whilst working in any of the <i>Client's</i> premises.
4.2.2	The <i>Contractor</i> submits to the <i>Client</i> for acceptance a list of the names of the people for whom passes are required. The <i>Client</i> issues the passes to the <i>Contractor</i> . Each pass is returned to the <i>Client</i> when the individual no longer requires access to the <i>Client's</i> premises or after the <i>Client</i> has given notice that the individual is not to be admitted to any of the <i>Client's</i> premises.
4.3 Recorded images	
4.3.1	The <i>Contractor</i> does not take recorded images, for example, photographs or videos, of the <i>Client's</i> premises the <i>service</i> or any part of them unless it has obtained the acceptance of the <i>Client</i> .
4.3.2	The <i>Contractor</i> takes the measures needed to prevent Staff taking, publishing or otherwise circulating such recorded images.
5 BASELINE PERSONNEL SECURITY STANDARD (BPSS) CHECK	
5.1 Introduction	
5.1.1	Unless advised otherwise it is the <i>Client's</i> hiring manager who completes a BPSS check. All Staff, working on the <i>Client's</i> premises or with its technology, have to be BPSS approved before it begins working for or with the <i>Client</i> . The BPSS form and guidance have been produced to assist the <i>Client's</i> hiring managers undertaking

	checks and to ensure all checks meet the standards set out in the Security Policy Framework.
5.1.2	The BPSS form and guidance notes are in Appendix A to Annex 4 of the Scope.

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



Appendix A

Baseline Personnel Security Standard Check

Introduction

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

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

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

This document is split into:

BPSS Form sections:

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

Guidance notes:

Annex A: General notes

Annex B: Identity verification

Annex C: Nationality and right to work

Annex D: European Economic Area (EEA) countries

Annex E: Employment and academic history and personal references

Annex F: Personal reference template

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

If the applicant already has BPSS approval from their current employer, they are not required to complete another check so long as the applicant has remained in this employment

continuously or has been re-employed by the employer within twelve months of their resignation. The *Client* may require additional evidence before reinstating the original security check authorisation. If the *Client's* hiring manager is informed of this by the *Contractor*, the *Client's* hiring manager needs to email the [Security team](#) who checks the applicant's details against their records for existing BPSS approvals.

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

BPSS FORM

SECTION 1 - Application details and identity verification

1.1 *Client's* hiring manager details

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

1.2 Applicant details

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

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

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

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

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

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

(please replicate table for each document taken as required)

SECTION 2 - Nationality and right to work

2.1 Applicant's details

Nationality (list all):

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

If yes, please specify:

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

If yes, please specify:

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

If yes, please specify:

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

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

Settled status/ Pre-settled status (please delete)

Verification code:

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

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

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

Annex C below contains general guidance on this section.

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

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

Document:	
Date of issue:	
Review date (if applicable):	

(please replicate table for each document taken as required)

SECTION 3 – Employment and academic history and references

3.1 Applicant's employment history (past 3 years)

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

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

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

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

(please replicate table as required)

3.2 Gaps in applicant's employment history

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

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

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

Please answer the 3 sections below:

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

If no, please explain why this was not possible:

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

Document:	
Date of issue:	

(please replicate table as required)

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

Referee:	
Relationship to applicant:	
Address:	

SECTION 4 - Criminal record check

4.1 Information for applicants

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

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

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

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

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

The applicant has to provide the *Client's* hiring manager with either:

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

Please note the document you have seen below:

Document:	
Date of issue:	

(please replicate table as required)

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

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

SECTION 5 - Declarations

5.1 Applicant's declaration:

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

Name:	
Signature:	
Date:	

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

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

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

Name:	
Signature:	
Date:	

GUIDANCE NOTES

Annex A

General notes

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

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

Annex B

Applicant details and identity verification

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

Good examples of identity documents that contain a photo are:

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

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

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

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

Good examples of identity documents without photos include:

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

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

What to look for when examining documents:

- The documents shown to you have to be the original documents. If you are unsure, consider comparing them to other examples you may have to hand if applicable. Otherwise please consult Her Majesty's Passport Office guidance for checking UK Passports [here](#),
- Examine the documents for alterations or signs that the photograph and 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 and
- Check the date of issue on each document. If all documents are newly issued and there are only minimal references available which do not cover the last three years' employment records, please contact the [Security team](#) for more advice.

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

Young Applicants

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

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

Annex C

Nationality and right to work

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

In addition, please note:

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

Annex D

European Economic Area (EEA) Countries

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

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

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

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

Annex E

Employment history and personal references

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

Personal references

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

Annex F

Personal reference template

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

Dear

SUBJECT: *[insert applicant's name]*

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

Date from:		Date to:	
Capacity:			

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

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

YES/ NO (please delete)

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

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

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



Highways England Company Limited

Scope

Customer Service

Annex 05

CONTENTS AMENDMENT SHEET

Issue No.	Revision No.	Amendments	Initials	Date
0	0	Tender issue	LY	Mar 2021

LIST OF CONTENTS

1	CUSTOMER REQUIREMENTS.....	4
1.1	Consideration of others.....	4
1.2	Customer Service.....	4
1.3	Customer Relationship Management.....	6

1 CUSTOMER REQUIREMENTS	
1.1 Consideration of others	
1.1.1	<p>The <i>Contractor</i></p> <ul style="list-style-type: none"> registers the <i>service</i> under the Considerate Constructor Scheme and complies with the Considerate Constructor Scheme's Code of Considerate Practice in Providing the Service (See Link in Annex 02).
1.2 Customer Service	
1.2.1	<p>The customer is any person or organisation that uses or is affected by the <i>service</i>, including:</p> <ul style="list-style-type: none"> road users, communities and community groups, tenants and persons and organisations that lease from the <i>Client</i> and the public impacted by the <i>service</i>.
1.2.2	<p>The <i>Client</i> has published an overarching Customer Service Strategy (See Link at Annex 02), which sets out the approach to improving works and services provided to its customers. The <i>Contractor</i> collaborates with the <i>Client</i> to support the successful delivery of this strategy. Key aspects of this strategy include</p> <ul style="list-style-type: none"> consistently effectively and efficiently Provide the Service; working to manage delays and make journeys as safe and stress free as possible, improving our service and network; being more effective in the way we operate, maintain and improve our roads and developing our relationships with customers; building strong dialogue with our customers and communities, providing information to help people make the best choices and understanding the needs and expectations of the customer.
1.2.3	<p>The <i>Contractor</i> notifies the <i>Client</i> of any customer service issues and provides support in the mitigation of any negative consequences that could affect the delivery of the <i>service</i> or achievement of the aims and objectives in the Customer Service Strategy.</p>
1.2.4	<p>The <i>Contractor</i> embeds throughout its workforce an understanding of <i>Client</i> imperatives, values, culture, strategy and objectives. Awareness is fostered at every opportunity including at; on-boarding and induction, performance</p>

	reviews, site meetings and through delivery of learning and development opportunities including <i>Client</i> e-learning (once available).
1.2.5	The <i>Contractor</i> ensures that <i>Client</i> customer requirements are cascaded to and adhered by the extended supply chain.
1.2.6	The <i>Contractor</i> delivers <i>Client</i> customer service requirements fully inclusively and accessibly and that this is evidenced within the Inclusion Action Plan (See Link in Annex 06).
1.2.7	The <i>Contractor</i> reviews their policies, procedures and processes to ensure that there are no adverse customer equality impacts throughout delivery of the <i>service</i> on protected characteristics or affected groups.
1.2.8	Not used
1.2.9	Not used
1.2.10	<p>The <i>Contractor</i> provides any information that is needed to enable the <i>Client</i> prepare statements or responses to questions or issues raised by or on behalf of any customer. The <i>Contractor</i> provides such information within any time periods which may be imposed by the <i>Client</i> (acting reasonably having regard to the purpose of the provision of the information requested and to the nature and extent of the information requested). If the <i>Contractor</i> cannot provide the required information to support the <i>Client's</i> response, the <i>Contractor</i> immediately notifies the <i>Client</i>, detailing the reasons.</p> <p>The timescales are to be those as listed in the corporate customer complaints process (See Link at Annex 02).</p>
1.2.11	The <i>Contractor</i> implements the principles as set out in the <i>Client's</i> 'Roadworks A Customer View' (See Link at Annex 02). Alongside this, the "dynamic roadworks vision" is an aspiration for all projects, with a view to achieving it by the end of Road Investment Strategy 2 (RIS2). The <i>Client</i> recognises that a balance needs to be made with cost and time constraints. Any deviations from implementing the principles set out in "Roadworks A Customer View" are to be agreed with the <i>Client</i> .
1.2.12	The <i>Contractor</i> innovates and challenges the conventions traditionally used to design and manage traffic to help deliver better outcomes on its network and for local communities affected by diversion routes.
1.2.13	The <i>Contractor</i> will minimise impact to customers while delivering the <i>service</i> . The <i>Contractor</i> is to take all necessary actions to ensure that drivers and road users are aware of the road works, lane closures and disruptions to their trips before commencing their journeys with the earliest possible notice in line with Network Occupancy Management System requirements.

	<p>The <i>Contractor</i> contributes to the traffic management communications plan of the start of planned works in which key messages, communication channels and target audiences are to be identified and which sets out the processes and procedures for communications.</p> <p>The <i>Contractor</i> is to contribute to engagement with the local and wider community, including businesses, to listen to their views and concerns and formulate solutions on an ongoing basis as part of the traffic management approach striving and demonstrating continuous improvement and customer engagement.</p>
1.2.14	Not used
1.2.15	Not used
1.2.16	Not used.
1.2.17	Not used
1.2.18	Not used
1.2.19	<p>The <i>Contractor</i> records performance against customer and stakeholder performance metrics in accordance with section S 341 (Performance measurement) of the Scope within the performance strategy.</p> <p>The <i>Contractor</i> assures that all current and future Customer Service Standards are complied with throughout the delivery of the <i>service</i>.</p>
1.2.20	The <i>Client</i> may conduct customer audits of the <i>Contractor's</i> policies, procedures and practices at such times as required. The <i>Contractor</i> cooperates with such requests and provides all information requested by the <i>Client</i> .
1.2.21	During the life of the contract, the <i>Client</i> may suggest recommendations to the <i>Contractor's</i> quality plan to improve customer service assurance. The <i>Contractor</i> implements these recommendations or responds to the <i>Client</i> giving reasons why they are not accepted.
1.3 Customer Relationship Management	
1.3.1	The <i>Client</i> operates customer relationship management (CRM) system for managing all stakeholder and customer correspondence. Details of Information Systems can be found in Annex 09. The <i>Contractor</i> uses the <i>Client's</i> CRM system in managing all stakeholder and customer correspondence.
1.3.2	The <i>Contractor</i> liaises with the <i>Client</i> to ensure that appropriate staff receives CRM training.



Highways England Company Limited

Scope

People Strategy

Annex 06

CONTENTS AMENDMENT SHEET

Issue No.	Revision No.	Amendments	Initials	Date
0	0	Tender issue	LY	Mar 2021

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1.2	EMPLOYMENT AND SKILLS.....	4
1.3	SKILLS AND APPRENTICESHIPS	6
1.4	Appendix A - Employment and Skills Plan	9
1.5	Appendix B – Inclusion Action Plan.....	Error! Bookmark not defined.
1.6	Appendix C - Workforce Planning template and guidance.....	Error! Bookmark not defined.
1.7	Appendix D - Reporting template and guidance for apprenticeships	Error! Bookmark not defined.

1 PEOPLE STRATEGY
1.1 EQUALITY DIVERSITY AND INCLUSION
<p>1.1.1</p> <p>The <i>Contractor</i> assists the <i>Client</i> in the achievement of its equality, diversity and inclusion (EDI) objectives. The <i>Client</i>'s objective is to embed principles of equality, diversity and inclusion into all areas of its business, driving real change in how it works with its customers and communities, its supply chain (at any stage of remoteness from the <i>Client</i>) and its employees.</p> <p>The <i>Client</i> believes that to achieve its vision of being the world's leading road operator it needs to better understand and meet the different needs of its large and diverse customer base and factor these needs in to the design and delivery of its service.</p> <p>This requires the <i>Client</i> to work collaboratively with its supply chain (at any stage of remoteness from the <i>Client</i>) so that its workplaces are inclusive, and the strategic road network is accessible and integrated for both its users and communities living alongside the network.</p> <p>The <i>Client</i> therefore requires the <i>Contractor</i> to demonstrate how it develops an iterative approach in supporting the <i>Client</i> and in meeting its equality, diversity and inclusion objective throughout the <i>service</i>.</p> <p>The <i>Client</i> also believes that to achieve outstanding performance it needs to attract, recruit, develop and retain talented people from all groups within the active labour force and then work to ensure an inclusive environment in which all can thrive.</p> <p>The <i>Client</i> expects its supply chain (at any stage of remoteness from the <i>Client</i>) to share and promote the same values in terms of equality, diversity and inclusion as well as supporting its wider vision.</p>
1.2 Inclusion Action Plan
<p>1.2.1</p> <p>The "Inclusion Action Plan" (IAP) (see template in Appendix A below) covers the key areas of EDI.</p> <p>The IAP focuses attention throughout the <i>service</i> on</p> <ul style="list-style-type: none"> • gathering diversity and inclusion intelligence, • analysing this intelligence to identify opportunities to improve and • developing, delivering and evaluating an action plan considering the above. <p>This will enable the <i>Client</i> and its supply chain (at any stage of remoteness from the <i>Client</i>) to identify and deliver opportunities, creating tangible benefits which will make visible difference in the priority performance areas</p> <ul style="list-style-type: none"> • to create an inclusive working culture, practice and environment that leverages the performance advantage that diversity can bring,

	<ul style="list-style-type: none"> to understand the diverse needs of our customers/ communities and ensuring appropriate action is taken to be 'a good neighbour' throughout the life of the <i>Client's</i> contracts and by holding themselves and the supply chain (at any stage of remoteness from the <i>Client</i>) to account in delivering the above. <p>The <i>Contractor</i> ensures that the IAP is accompanied by relevant contextual information and relates specifically to the contract. The <i>Contractor</i> can append key relevant policy documents such as its equality and diversity policy (or equivalent) to the IAP. The IAP relates specifically to the <i>Contractor's</i> business.</p>
1.2.2	<p>The IAP names an individual from the <i>Contractor</i> to act as the EDI lead to</p> <ul style="list-style-type: none"> be responsible for ensuring the implementation and on-going development of the IAP, ensure quarterly reports and information are provided as required, facilitate continuous improvement reviews and act as a single point of contact on all matters concerning EDI.
1.2.3	<p>The <i>Contractor</i> prepares an IAP in accordance with the template provided in Appendix A and submits it to the <i>Client</i> for acceptance prior to the Access Date to demonstrate how it develops an iterative approach to supporting the <i>Client</i> in meeting its EDI objectives throughout the <i>service</i>.</p>
1.2.4	<p>All relevant information for the submission is to be included and the total IAP does not exceed 20 pages except for any appendices. Any appendices only include relevant policies as any other information will not be considered.</p> <p>The IAP includes</p> <ul style="list-style-type: none"> current EDI position/ baseline - what does the <i>Contractor's</i> baseline data say about where it is (this provides some guidance as to the additional actions to be taken or actions to be dis/continued), action/ task – what the <i>Contractor</i> does to meet the requirements, when does this happen – when does the <i>Contractor</i> take the action specified above, responsible officer – who within the <i>Contractor's</i> organisation is responsible for this action, resource - the <i>Contractor</i> considers the resources needed to act over and above the responsible officer and measure of success (outcome/ key performance indicators (KPIs)) – what does success look like? How does the <i>Contractor</i> know it has made a tangible difference? What difference has this activity made?
1.2.5	<p>A reason for the <i>Client</i> not accepting the IAP is that</p> <ul style="list-style-type: none"> it does not demonstrate how the requirements will be passed down to any subcontractor (at any stage of remoteness from the <i>Client</i>), it does not demonstrate how the <i>Contractor</i>

	<ul style="list-style-type: none"> ○ attracts, recruits and retains a greater diversity of new entrants to the sector, ○ ensures the working culture, practice and environment is inclusive, ○ considers and understand the diverse needs of customers and neighbouring communities, ○ holds itself and any subcontractor (at any stage of remoteness from the <i>Client</i>) to account in delivering the plan, ○ monitors and evidences year on year improvements or it does not meet the aims of the equality duties contained within the Discrimination Acts and set out in section S 331 Discrimination of the Scope.
1.2.6	Each quarter, the <i>Contractor</i> prepares a progress report against the IAP and provides a copy to the <i>Client</i> within 14 days of the end of each quarter. The <i>Client's</i> Collaborative Performance Framework (CPF) team will review and score the IAP in line with the Collaborative Performance Framework (CPF) metrics.
1.3 Employment and Skills	
1.3.1	<p>The <i>Contractor</i> ensures that the skills, resources and capabilities are in place, in its own organisation and throughout its supply chain (at any stage of remoteness from the <i>Client</i>), to deliver the <i>service</i> and performance required including</p> <ul style="list-style-type: none"> • quantifying and delivering on any new employment opportunities that is generated whilst Providing the Service and outlining how the <i>Contractor</i> and its supply chain (at any stage of remoteness from the <i>Client</i>) <ul style="list-style-type: none"> ○ attract new people to apply, giving particular consideration to attracting under-represented groups that have not historically seen the sector as a career option, for example, women, Black Asian and minority ethnic, the long term unemployed, those not in employment, education or training (NEETs) and people with disabilities and ○ recruit new people into the sector. • identifying and delivering on opportunities to develop and deploy new skills that will improve performance against the <i>Client's</i> key performance indicators and imperatives (see Scope section S 341 and Scope Annex 02). This should include those new skill areas outlined in the Transport Infrastructure Efficiency Strategy (see Scope Annex 02) and • identifying and delivering on opportunities to improve perceptions of careers within the highways sector including through outreach, work placements/ experience and apprenticeships to develop a new talent

	pool for the sector. This includes but is not limited to assisting the <i>Client</i> in delivering on its commitments in relation to the Transport Infrastructure Skills Strategy: building sustainable skills.
1.3.2	Within 4 weeks of contract award, the <i>Contractor</i> prepares and submits the “Employment and Skills Plan” (ESP) in accordance with the template in Appendix B to the <i>Client</i> for acceptance.
1.3.3	<p>A reason for the <i>Client</i> not accepting the ESP is that it does not</p> <ul style="list-style-type: none"> • demonstrate how the <i>Contractor</i> complies with the contract, • demonstrate how the requirements will be passed down the supply chain (at any stage of remoteness from the <i>Client</i>), • clearly define outputs and how they will be measured and • meet or evidence how the <i>Contractor</i> <ul style="list-style-type: none"> ○ attracts, recruits and retains a greater diversity of new entrants to the sector, ○ holds itself and its supply chain (at any stage of remoteness from the <i>Client</i>) to account in delivering the plan or ○ monitors and evidences year on year improvement.
1.3.4	<p>The <i>Contractor</i> appoints an individual as employment and skills lead to</p> <ul style="list-style-type: none"> • be responsible for ensuring the implementation, on-going development of the ESP, • ensure quarterly reports and information are provided as required, • facilitate continuous improvement reviews and • act as a single point of contact on all matters concerning employment and skills for the <i>service</i>.
1.3.5	The <i>Contractor</i> submits to the <i>Client</i> for acceptance an annual report of the <i>Contractor's</i> workforce planning and development data using the template in Appendix C twelve months after submission of the ESP, and every 12 months after that Until the end of the Service Period.
1.3.6	<p>A reason for the <i>Client</i> not accepting the workforce planning annual report is that it does not demonstrate how the <i>Contractor</i></p> <ul style="list-style-type: none"> • complies with the contract, • complies with any guidance issued by the <i>Client</i>, • supports the aims of the Transport Infrastructure Skills Strategy: Building Sustainable Skills or • successfully addresses any shortfall in staff skills within the <i>Contractor</i> or its supply chain (at any stage of remoteness from the <i>Client</i>).

1.3.7	<p>The <i>Contractor</i> facilitates the <i>Client</i>, in undertaking continuous improvement reviews of all information regarding the <i>Contractor's</i> progress in delivering against the provisions of employment and skills requirements including</p> <ul style="list-style-type: none"> • ensuring that its supply chain (at any stage of remoteness from the <i>Client</i>) maintain and retain records relating to the ESP and their compliance with the contract and • granting or procuring the grant of access to any <ul style="list-style-type: none"> ○ premises used in the <i>Contractor's</i> Providing the Service whether the <i>Contractor's</i> own premises or otherwise and ○ equipment (including all computer hardware and software databases) used (whether exclusively or non-exclusively) in Providing the Service, wherever situated and whether the <i>Contractor's</i> own equipment or otherwise and ○ complying with the <i>Client's</i> requests for access to senior personnel engaged in Providing the Service.
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1.4 Skills and Apprenticeships

1.4.1	<p>The <i>Client</i> is required to monitor and report to the Department for Transport (DfT) on apprenticeships created and in place in the delivery of their programme. To support this the <i>Contractor</i> delivers new apprenticeships on the contract and submits to the <i>Client</i>, on a quarterly basis, the apprenticeship report as detailed in Appendix D. The due dates for this reporting will be confirmed to the <i>Contractor</i> by the <i>Client</i> after the Contract Date.</p>
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1.5 Appendix A – Inclusion Action Plan (IAP)

INCLUSION ACTION PLAN				Reporting Period:			
Name of Contract:		Start Date:		Finish Date:		Client:	
INTELLIGENCE							
Objective 1: To create an inclusive working culture, practices and environments that enable everyone to perform to their full potential. Objective 2: Consider and value the diverse needs of customers and neighbouring communities at all stages of the contract. Objective 3: Develop wider supply chain capability around EDI.							
Data							
Analysis							
Priorities for Action							

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

1.6 Appendix B – Employment and Skills Plan (ESP)

The ESP is comprised of four sections

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

Section 1 – Workforce Planning and Development Data

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

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

Section 2 - Methodology

This section describes

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

Section 3 – Statement of Outputs

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

- improvement in its inclusive recruitment capability verified by a recognised inclusive recruitment specialist,
- the greater of either
 - one apprenticeship for every £3M by which the Price for Work Done to Date is forecast to or actually changes (whichever is the greater) or
 - 2.5% of the total workforce forecast to be or actually engaged on the contract (whichever is greater),
- quantification of each of the outputs scheduled in table 1 below, influenced by the needs of the *service* and the context and how these will be delivered and
- in delivering on the apprenticeship targets, the *Contractor* assists the *Client* in its commitment to increasing the diversity of the sector's workforce and to contributing to achieving the Transport Infrastructure Skills Strategy: Building Sustainable Skills ambition of
 - 20% of new entrants to engineering and technical apprenticeships to be female by 2020, achieving parity with the working population by 2030,

- meeting the government's target for the number of Black, Asian and Minority Ethnic candidates undertaking apprenticeships and
- identification and quantification of any additional outputs not schedule in table 1 and how these will be delivered.

TABLE 1: OUTPUT TYPE, PRIORITY & DEFINITION		
Output type	Priority Area	Definition
Worklessness		
Workless job start (26 weeks sustained)		A new job start, sustained for at least 26 weeks, where the candidate was previously workless prior to being employed.
Workless graduate job start		A graduate job start where the candidate was previously workless.
Apprenticeships		
Apprenticeship start		New Staff recruited as an apprentice into the workforce and enrolled on an approved apprenticeship standard (see Annex 02) relevant to the delivery of the service.
Existing apprenticeship		An existing member of Staff who is enrolled onto an approved apprenticeship standard in order to up skill the workforce.
Job Creation		
Job start		A new job start for an individual recruited as a result of the contract. This could include a graduate job start (non workless).
Educational/Career Support		
Placement position		A position intended to enable an individual to learn, develop or enhance their knowledge and skills in an industry or job role by providing a short work experience placement.

Professional status attainment		Number of individuals supported to attain professional registration and status in agreed critical skills shortage disciplines at no cost to the individual. This includes registration at technician, incorporated and chartered levels.
Sector skills qualifications attainment		Number of individuals supported to attain technical or occupational skills relevant to the delivery of the service at no cost the individual. This includes National Vocational Qualifications (NVQs), health and safety qualifications and leadership qualifications.
School engagement		Education activities that enhance the reputation of the sector and support schools and school students by raising awareness of and interest in the educational and employment opportunities in the industry.

The following outputs assist the *Contractor* in achieving the objective

1. shared training initiatives such as [Shared Apprenticeship Schemes](#) (see Annex 02).

Section 4 – Implementation Action Plan

This section is an action plan detailing

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

The Implementation Action Plan details

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

In relation to improving inclusive recruitment capability the plan includes how the *Contractor*

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

1.7 Appendix C - Workforce Planning template and guidance

The workforce planning annual report consists of the following two sections

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

Progress and current position

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

Plan for the next 12 months

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

1.8 Appendix D - Reporting template and guidance for apprenticeships

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

- number of apprenticeships to be started that month,
- actual and planned start dates for existing and proposed apprenticeships,
- postcode of workplace,
- gender,
- ethnicity,
- level of apprenticeship (1 – 7) in accordance with table 1 below as set out in the UK Government's "[A guide to apprenticeships](#)" publication of March 2019 (and as amended),
- apprenticeship framework or standard,
- occupation of apprenticeship (reported against the [Standard Occupation Classification \(SOC\) 2020 codes](#)),
- category of apprenticeship,
- planned apprenticeship finish date,
- whether the apprentice is still engaged on Providing the Service and
- national insurance number.

Table 1 – Description of apprenticeship levels		
Name	Level	Equivalent educational level
intermediate	2	5 GCSE passes at grade A*-C or 9-4
advanced	3	2 A level passes/ Level 3 Diploma/ International Baccalaureate
higher	4, 5, 6 and 7	Foundation degree and above
degree	6 and 7	Bachelor's or master's degree

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



Highways England Company Limited

Scope

Information Systems & Security

Annex 09

CONTENTS AMENDMENT SHEET

Issue No.	Revision No.	Amendments	Initials	Date
0	0	Tender issue	LY	Mar 2021

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1	INFORMATION SYSTEMS
1.1	General Requirement
1.1.1	<p>This Annex sets out the requirements in respect of Information Systems, including systems that</p> <ul style="list-style-type: none">• are developed, procured, provided and made available to the <i>Client</i> by the <i>Contractor</i> for the purposes of performing the information requirements under the contract,• are developed, procured and provided by the <i>Contractor</i> relating to its own corporate business and operations of performing the information requirements under the contract,• are provided or made available by the <i>Client</i> for use by the <i>Contractor</i> for the purposes of performing the information requirements under the contract and• are likely to be provided or made available by the <i>Client</i> for use by the <i>Contractor</i> for the purposes of performing the information requirements under the contract.
1.1.2	<p>To the extent that the <i>Contractor</i> is required to create or maintain any information under the contract in electronic format, the <i>Contractor</i> ensures that, at all times</p> <ul style="list-style-type: none">• such a format is agreed with the <i>Client</i>,• such information is maintained to allow fast and efficient electronic transfer of information to the <i>Client</i> or Others without additional expenditure by the <i>Client</i> or Others, or the need for complex or expensive procedures or processes, and in any event in such format as complies with the <i>Client</i>'s requirements for such transfer,• such information is backed-up and copies are held in off-site storage in accordance with procedures agreed with the <i>Client</i> and• it implements and complies with (and ensures that its Sub <i>Contractors</i> implement and comply with) all procedures for information back-up and off-site storage referred to in this paragraph.
1.1.3	<p>The <i>Contractor</i> maintains all its Information Systems so as to enable its</p> <ul style="list-style-type: none">• segregation from any other computer or electronic storage devices, systems, materials or information of the <i>Contractor</i> and

	transfer to the <i>Client</i> or an Incoming Consultant, efficiently and without additional expense or delay immediately on termination or expiry of the contract.
1.2 Contractor Information Systems	
1.2.1	<p>The <i>Contractor</i> at the <i>starting date</i></p> <ul style="list-style-type: none"> has in place and provides or makes available to the <i>Client</i>, appropriate Information Systems (and relevant hardware required to use such Information Systems) of the type set out in section 1.9, to comply with the <i>Client</i> information requirements and the contract management information requirements, has in place Information Systems (electronic or otherwise) of the type set out in the non-exhaustive list in Table 1, to comply with the <i>Contractor</i> information requirements concerning its own corporate business and operations and has proof of compliance with the HMG Security Policy Framework (SPF) (see link in Annex 02) in respect of those Information Systems.
1.3 Client Information Systems & Training	
1.3.1	Unless otherwise agreed with the <i>Client</i> , the <i>Contractor</i> uses and interfaces with the <i>Client's</i> current systems (Table 2, in 1.10 below) and new systems (Table 3) when available.
	The <i>Client</i> provides relevant training for all relevant systems provided by the <i>Client</i> that are listed in this Annex.
	The <i>Contractor</i> proposes a list of appropriate Staff to be trained for each requirement for acceptance by the <i>Client</i> . The <i>Contractor</i> liaises with the Client to programme the training to optimise efficiencies.
1.4 Access Requirements to Information Systems provided by the Client	
1.4.1	<p><u>Gateway access requirements</u></p> <p>The Business Information Gateway or its successor (the Gateway) is the interface through which</p> <ul style="list-style-type: none"> the <i>Contractor</i> is required to access the <i>Client's</i> business IT network and the Client Information Systems and the <i>Client</i> may access one or more of the <i>Contractor's</i> Information Systems and documents.
1.4.2	Unless otherwise agreed with the <i>Client</i> , the <i>Contractor</i> connects to

	the Gateway, using a virtual private network specified by the <i>Client</i> .
1.4.3	<p>The <i>Contractor</i></p> <ul style="list-style-type: none"> • applies to the <i>Client</i> for authorisation to connect to the Gateway and connects to the Gateway in a manner to be specified by the <i>Client</i>, • procures and pays for the installation and ongoing costs of connection of any of its premises or Information Systems to the Gateway through a telecommunications network, taking into account the data volume and the number of the <i>Contractor's</i> staff that it expects to use the Gateway, • arranges suitable support and business continuity for connection to the Gateway, • facilitates the installation and maintenance of the Gateway by the <i>Client's</i> or Other's consultants, • employs appropriate requirements and procedures, and trains its staff to operate the current systems, • attends training in connection with the implementation, and where appropriate, the <i>Contractor</i> facilitates the implementation of New Systems and any other systems required by the <i>Client</i> and • does not alter any documents provided by the <i>Client</i> through the Gateway (which are the exclusive property of the <i>Client</i>) without the prior acceptance of the <i>Client</i>.
1.4.4	<p>The <i>Contractor</i> acknowledges that</p> <ul style="list-style-type: none"> • the network technology underlying the Gateway is subject to change from time to time, • access through and continued membership of the Gateway depends on the <i>Contractor</i> complying with (and the <i>Contractor</i> complies with): • applicable user access requirements • Her Majesty's Government Security Policy Framework and • other confidentiality, technical and security requirements set out in the contract.
1.4.5	<p>The connection point to the Gateway situated at the <i>Contractor's</i> premises is located in a room that is secured from theft, damage, unauthorised or malicious use to reduce risk to the connection point by using appropriate physical security controls as set out in Her Majesty's Government Security Policy Framework. The location remains fixed for the duration of the contract unless the <i>Contractor</i></p>

	requests and the <i>Client</i> approves a new location.
1.4.6	<p><u>Other access requirements</u></p> <ul style="list-style-type: none"> • <i>Client</i> Information Systems not covered by clause 1.4.1 may be accessed through the internet via third party hosts and using relevant software applications installed on <i>Contractor</i> systems. They are not subject to the same security and related access requirements that apply to <i>Client</i> Information Systems accessed through the Gateway. • The <i>Contractor</i> may request authorisation and other details regarding Internet access to such <i>Client</i> Information Systems from the <i>Client</i>. • The <i>Contractor</i> ensures that any device which is used to process <i>Client</i> data meets all of the security requirements set out in the National Cyber Security Centre (NCSC) “End User Devices Platform Security Guidance.”
1.5 Access Requirements to Information Systems provided by the Contractor	
1.5.1	<p>The <i>Contractor</i> provides the <i>Client</i> remote access to the <i>Contractor's</i> Information Systems and related documents</p> <ul style="list-style-type: none"> • through the Gateway; or • through another interface agreed by the <i>Client</i>.
1.5.2	Any access required by the <i>Client</i> to systems provided by the <i>Contractor</i> must be made available via the Gateway or by other remote access methods agreed by the <i>Client</i> .
1.6 Contractor Security and User Access	
1.6.1	The <i>Contractor</i> ensures that all persons who use <i>Client</i> Information Systems for or on behalf of the <i>Contractor</i> comply with the <i>Client's</i> security requirements.
1.6.2	The <i>Contractor</i> is responsible for determining any formal application and security clearance requirements to enable the <i>Client</i> to access any Information Systems provided by the <i>Contractor</i> . The <i>Contractor</i> informs the <i>Client</i> of those requirements, including timescales, no later than four weeks after the <i>starting date</i> .
1.6.3	The <i>Contractor</i> immediately notifies the <i>Client's</i> IT Security Team and the help desk when staff with access to the <i>Client's</i> IT network, leave their employment.
1.6.4	The <i>Client</i> suspends any accounts supplied to persons who use

	<i>Client's</i> Information Systems for or on behalf of the <i>Contractor</i> if they are not used for a continuous period of six months.
1.6.5	The <i>Client</i> deletes any accounts supplied to persons who use <i>Client</i> Information Systems for or on behalf of the <i>Contractor</i> if they are not used for a continuous period of thirteen months.
1.6.6	The <i>Client</i> immediately suspends any accounts supplied to persons who use <i>Client</i> Information Systems for or on behalf of the <i>Contractor</i> if they are used by anyone other than the person for whom they were created (the "authorised user"), or they are used from a device which is not issued by the <i>Contractor</i> , or they are used from a physical location not agreed with the <i>Client</i> . Accounts suspended will not be re-opened until a formal explanation for the account's misuse is provided by the <i>Contractor</i> , and in all these cases the <i>Client</i> is not liable for any financial penalty or other expense incurred as a result of the <i>Contractor</i> failing to meet its commitments.
1.7 Software and Licences	
1.7.1	The <i>Contractor</i> grants, or procures the grant of, licences required to allow the <i>Client</i> to use the Information Systems developed, procured or otherwise provided by the <i>Contractor</i> to the <i>Client</i> .
1.7.2	The <i>Contractor</i> has in place or procures its own licences required to use common software applications that it may require to be able to interface with, or to access <i>Client</i> Information Systems.
1.7.3	The <i>Contractor</i> applies to the <i>Client</i> for licences to allow the <i>Contractor</i> to use certain Information Systems provided or made available by the <i>Client</i> .
1.8 Liaison and cooperation between <i>Client</i> and <i>Contractor</i>	
1.8.1	The <i>Client</i> is adopting an Information Technology Infrastructure Library best practice approach for Information Communication and Technology (ICT) services. The <i>Contractor</i> demonstrates a formal approach to its ICT service management through the development of an ICT strategy and make its ICT strategy available to the <i>Client</i> .
1.9 Systems provided by the <i>Contractor</i> to meet <i>Client</i> and Contract Management Information Requirements	
1.9.1	<u>Electronic Document and Records Management</u> The <i>Contractor</i> operates an Information System for the management of electronic documents and records (including e-mails) which are created and maintained on behalf of the <i>Client</i> . Documents and

	records are defined in the <i>Clients</i> record policy, a copy of which can be obtained from the <i>Client</i> .
1.9.2	The <i>Contractor</i> seeks agreement through the <i>Client</i> , regarding the development and implementation of an Information System for electronically managing both the electronic and physical records which the <i>Contractor</i> creates and maintains on behalf of the <i>Client</i> . This Information System is required for the capture, retention and disposal of all electronic format documents and other records.

1.10 Information Systems provided by the *Contractor*

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

System	Comment
IT and Information Security Systems	The <i>Contractor</i> implements IT and Information Security systems to protect the confidentiality, integrity, and availability of this information it handles, and have those systems independently audited. The <i>Contractor</i> aligns these systems to meet the <i>Client's</i> requirement for the services provided.
Quality Management System	The <i>Contractor</i> implements a quality management Information System which will ensure consistency and improvement of working practices. The <i>Contractor</i> aligns its quality management Information System to meet the quality requirement used by the <i>Client</i> .
Change Control System	This Information System will manage changes to processes and systems
Human Resource Management System (HRMS)	The <i>Contractor</i> uses a HRMS to manage issues such as recruitment, skill sets, employee history and payroll
Financial Management System (FMS)	The <i>Contractor</i> uses a FMS to produce timely in-year and year-end management and accounting information
Project Management System	System to assist in the planning and organisation of activities in order to meet the <i>Contractor's</i> objectives
	or any revised systems notified by the <i>Client</i>

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

Table 2 Current Systems	
Current Information System	Description
Customer Relationship Management System (CRM)	The CRM is a Microsoft Dynamics 365 system that manages the CRM strategy to ensure long lasting relationships with the Contractor's customers. It acts as one central and consistent stakeholder / customer database where all interactions with stakeholders and associated tasks are managed on one platform. It is associated to the Confirm system.
HAGIS	The <i>Client's</i> Geographical Information System. Stores information using the latest digital mapping, which allows users to view geographical data for a specific area of the UK by zooming in and out and using the built in Geographical Information Systems (GIS) tools
CEMAR – (Contract Event Management Analytics and Reporting)	<p>CEMAR is a cloud based NEC contract management system. It is a collaborative tool that requires the two parties; <i>Client</i> and <i>Contractor</i> to manage contract events through the system as required by good practice NEC contract management. System features include the following:</p> <ul style="list-style-type: none"> • contract event management through registers e.g. Early Warnings, Compensation Events, <i>Client</i> Instructions and more. • application for payments / Invoices • technical queries and Defect management • general communications <p>Multiple in-built reports and charts and graphs proving reports and dashboards across one or multiple contracts to allow effective management of contracts through outputs on communication behaviour, cost, quality, risk and time.</p>
Accident Incident Reporting System (AIRSweb)	The AIRSweb incident reporting Information System, allowing the completion of a single incident report online, which can be submitted to several organisations

WebDAS	WebDAS provides service providers with an easy to use front end to Departures Approvals System (DAS) for submitting departures and searching past submissions. Database of departures from the <i>Client's</i> requirements and aspects not covered by requirements, including Specification for Highway Works (SHW) specification departures.
Asset Visualisation and Information System (AVIS)	AVIS is a driven survey consisting of video cameras viewing multiple directions, with a simultaneous LiDAR survey. The LiDAR survey provides 3D point cloud data, accurate to 30mm - essentially a 3D model of the network. It provides an inventory of assets along with GIS files.
Structures Management Information System (SMIS)	SMIS provides operational support to structures management throughout the lifecycle of the structure. This system is being phased out. Note: IAM IS has replaced SMIS. SMIS is currently available as "read only" – access will only be provided if or when required.
Highways Agency Geotechnical Data Management System (HAGDMS)	Internet hosted and GIS based geotechnical inventory. Holds details of the Highways England geotechnical asset, together with geological maps, borehole details, and specialist reports.
Lean Tracker System	A system used to capture and track lean benefits.
Cultural Heritage Database	Part of HAGIS. Database of Cultural Heritage items.
Highways Agency Environmental Information System (HA) EnvIS	EnvIS consists of specific environmental data supplied by <i>Contractors</i> , the HA and other bodies which is collated and displayed in a read only format in the Highways Agency Geographical Information System (HAGIS). This data is used to assist in managing the environment, within and surrounding the trunk road network, and in the review and reporting of the environmental performance of both <i>Contractors</i> and the <i>Client</i> .
Routine and Maintenance Management System (PB Confirm)	The <i>Client</i> provides a Routine and Maintenance Management System which is used to raise and manage works orders and process applications for payment. The <i>Contractor</i> uses the system and provides such information to the <i>Client</i> as required to evidence the <i>service</i> provided and costs incurred to Provide the Service.

Confirm and ConfirmConnect	The <i>Contractor</i> uses Confirm and Confirm's mobile solution (ConfirmConnect) to manage their operational process. Operatives must use ConfirmConnect to capture job data in the field and where necessary additional tasks on the handheld device.
Confirm Workzone	Confirm Workzone is a scheduling tool and this or Confirm can be used for scheduling jobs. Confirm Job Costing is available to support the capture of labour, plant and material in the field.
Network Occupancy Management System (NOMS)	<p>The <i>Client</i> provides a Network Occupancy Management System (NOMS) as part of the Integrated Asset Management Information System (IAMIS) that is fully compliant with the national specification for the Electronic Transfer of Notifications (EToN) and is used to:</p> <ul style="list-style-type: none"> record, update and manage all occupancies on the Affected Property including their delay and impact, record, update and manage all information as necessary for the fulfilment of obligations relating to: Traffic Management Act 2004 New Roads and Street Works Act 1991 other legislation associated to the delivery of the TMA 2004 s16 Network Management Duty and associated secondary legislation <p>NOMS provides direct information feeds to external stakeholders for public use and feeds to the Clients National Traffic Information Service (NTIS) for publication to customers</p>
Integrated Asset Management Information System (IAM IS)	<p>IAM IS replaces the following Highways England data management systems:</p> <ul style="list-style-type: none"> network occupancy and EToN (SRW) structures (SMIS) <p>IAM IS provides functionality for the asset support contractor to manage customer enquiries, record defects, schedule inspections and record incident data. This information will be available to the <i>Client</i> to better understand the condition of the asset and manage the contract using enhanced reporting capabilities.</p> <p>Information within the <i>Client's</i> current data systems, HAGDMS, HADDMS, HAPMS and SMIS is incorporated in to IAM IS.</p>
PBA Web Portal	Cost Intelligence tool for capturing payments to Tier 2 suppliers from Project Bank Accounts on live contracts.

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

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

2 INFORMATION SECURITY

2.1 Security Plan

2.1.1	<p>The <i>Contractor</i> prepares a robust information security plan complying with the <i>Client's</i> information security requirements and submits it to the <i>Client</i> for acceptance. The <i>Contractor</i> includes the security plan in its quality management system. The security plan complies with the requirements of ISO/IEC27001 and ISO/IEC27002 and includes procedures which</p> <ul style="list-style-type: none"> • ensure compliance with the Data Protection Legislations, • protect IT systems from viruses and similar threats, • provide for disaster recovery, and in particular ensure that the Data is safely backed-up and
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	<ul style="list-style-type: none"> provide for the vetting of its employees and Subcontractors' staff in accordance with the <i>Client's</i> staff vetting procedures.
2.1.2	The <i>Contractor</i> provides training for its employees and Subcontractors in accordance with the security plan.
2.1.3	The <i>Contractor</i> does not use any confidential or proprietary information provided to or acquired by it for any purpose other than to Provide the Service. The <i>Contractor</i> implements measures to prevent the disclosure of such information by its employees or Subcontractors.
2.1.4	The <i>Client's</i> security policy is set out in the documents "Statement of Highways England's IT Security Policy" and Chief Information Officer Memos 01/09, 05/08 and 04/08 (see link in Annex 02).
2.2 Data Collection System	
2.2.1	The <i>Contractor</i> captures all costs within a data collection system identified by the <i>Client</i> in Work Breakdown Structure (WBS) form as a minimum for use on the contract in respect of applications for payment.
2.2.2	If the <i>Client's</i> minimum requirements for the <i>Contractor's</i> data collection system are not met, the <i>Contractor</i> is required to effect such modifications or enhancements to its own data collection system, or those of its supply chain, as are required, to meet the <i>Client's</i> requirements.
2.3 Data Handling Requirements	
2.3.1	The <i>Contractor</i> complies with the <i>Client's</i> data handling policy (see link in Annex 02) when working on the <i>Client's</i> systems or handling the <i>Client's</i> data.
2.3.2	A system on which the <i>Contractor</i> holds any <i>Client's</i> data, including back-up data, is a secure system that complies with the security policy.
2.4 Breach of Security	
2.4.1	<p>"Breach of security" is the occurrence of:</p> <ul style="list-style-type: none"> any unauthorised access to or use of the Information Systems, the <i>Client</i> Premises, the survey sites, the Service Provider System, the <i>Client</i> System (to the extent that it is under the control of the <i>Contractor</i>) and/or any IT, information or data (including the confidential information and the <i>Client</i> Data) used by the <i>Client</i> and/or the <i>Contractor</i> in connection with the contract; and/or

	<ul style="list-style-type: none"> the loss (physical or otherwise), corruption and/or unauthorised disclosure of any information or data (including the confidential information and the <i>Client</i> Data), including any copies of such information or data, used by the <i>Client</i> and/or the <i>Contractor</i> in connection with the contract.
2.4.2	<p>The <i>Contractor</i> develops and maintain a Security Incident management and reporting policy in accordance with the Customer's 'Information Security Incident Management Requirements' (see link in Annex 02) and ISO27001. The <i>Contractor</i> makes a full log of Security Incidents available to the <i>Client</i> on request, and in any case on a quarterly basis. All Security Incidents defined as a Major Incident will be reported to the <i>Client</i> as soon as practicable (in any case within twenty four (24) hours of the <i>Contractor</i> becoming aware of the Incident).</p>
2.4.3	<p>The Security Incident management process (see Annex 02), as a minimum, requires the <i>Contractor</i> upon becoming aware of a Breach of Security or an attempted Breach of Security to:</p> <ul style="list-style-type: none"> immediately take all reasonable steps (which includes any action or changes reasonably required by the <i>Client</i> which will be completed within such timescales as the <i>Client</i> may reasonably require) necessary to: <ul style="list-style-type: none"> minimise the extent of actual or potential harm caused by such breach of security remedy such breach of security to the extent possible and protect the integrity of the Information System against any such potential or future attempt breach of security apply a tested mitigation against any such breach of security or potential or attempted breach of security and, provided that reasonable testing has been undertaken by the <i>Contractor</i>, if the mitigation adversely affects the <i>Contractor's</i> ability to deliver the Services so as to meet any Performance Indicator, the <i>Contractor</i> is granted relief against the failure to meet such affected Performance Indicator for such period as the <i>Client</i>, acting reasonably, may specify by written notice to the Service Provider; and prevent a further breach of security or attempted breach of security in the future exploiting the same root cause failure as soon as reasonably practicable and, in any event, within 2 working days, following the breach of security or attempted

	breach of security, provide to the <i>Client</i> full details of the breach of security or attempted breach of security, including a root cause analysis where required by the <i>Client</i> .
2.4.4	In the event that any action is taken in response to a breach of security or attempted breach of security which occurred as a result of non-compliance of the information security management system (ISMS) outlined in ISO 27001 and/or the risk management with the Baseline Personnel Security standard outlined in the HMG SPF and/or this contract, then such action and any required change to the Information System and/or risk management will be completed by the <i>Contractor</i> at no cost to the <i>Client</i> .



Highways England Company Limited

Scope

Form of Novation

Annex 13
(Old Client to New Client)

CONTENTS AMENDMENT SHEET

Amend. No.	Revision No.	Amendments	Initials	Date
0	0	Tender issue	LY	Mar 2021

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HIGHWAYS ENGLAND COMPANY LIMITED
as Old Client

[•]
as New Client

[•]
as Contractor

DEED OF NOVATION

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

DATED [●]

Parties	
1)	HIGHWAYS ENGLAND COMPANY LIMITED (company no 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ (the “ Old Client ”),
2)	<i>[insert details of replacement authority]</i> (the “ New Client ”)
3)	[●] (company no [●]) whose registered office is at [●] (the “ Contractor ”)
Background	
A)	By the Contract, the Client has employed the Contractor to provide the Service.
B)	The Old Client has agreed (with the consent of the Contractor) to transfer all its rights and obligations under the Contract to the New Client and the Contractor has agreed to accept the liability of the New Client in place of the liability of the Old Client under the Contract upon and subject to the terms of this deed, which is supplemental to the Contract.
1. Definitions and Interpretation	
1.1	Unless the contrary intention appears, the following definitions apply: “ Contract ” means the contract dated [●] between the Client (1) and the Contractor (2) (including any further agreement varying or supplementing the Contract) under which the Contractor has agreed to provide the Service. “ Service ” means the services to be carried out by the Contractor pursuant to the Contract.
1.2	The clause and paragraph headings in this deed are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
1.3	Words in this deed denoting the singular include the plural meaning and vice versa.
1.4	References in this deed to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force, and references to a statute include statutory instruments and regulations made pursuant to it.
1.5	Words in this deed importing one gender include both other genders and may be used interchangeably, and words denoting natural persons, where the context allows, include corporations and vice versa.

2. Novation	
2.1	The Old Client and the Contractor release and discharge each other from the further performance of their respective obligations under the Contract and the Contractor acknowledges and accepts the liability of the New Client in place of the liability of the Old Client under the Contract.
2.2	The Contractor undertakes to be bound to the New Client by the terms of the Contract in every way as if the New Client was and always had been a party to the Contract in place of the Old Client.
2.3	The Contractor acknowledges and warrants to the New Client that it has duly observed and performed and will continue duly to observe and perform all its obligations under the Contract.
3. New Client's Undertakings	
3.1	Subject to Clause 4.1 below, the New Client undertakes to be bound to the Contractor by the terms of the Contract and to perform the obligations on the part of the Client under the Contract in every way as if the New Client was and always had been a party to the Contract in place of the Old Client.
4. Payment of Sums Due	
4.1	The Contractor and the Old Client agree that the total amount to be paid by the Old Client to the Contractor for the Service provided under the Contract prior to the date of this deed is £[●]. The Contractor acknowledges that the Old Client has paid the sum of £[●] prior to the date of this deed. The balance of £[●] shall be invoiced by the Contractor to the Old Client and paid by the Old Client in accordance with the Contract.
4.2	The Contractor and the New Client agree that the New Client shall be solely responsible (to the exclusion of the Old Client) for payment of all sums due to the Contractor under the Contract for any Service provided after the date of this deed.
4.3	Where, under Clause 2.2 above or under any other contract between the New Client and the Contractor, any sum of money is recoverable from or payable by the Contractor to the New Client, such sum may be deducted from or reduced by the amount of any sum then due or which may at any time become due from the New Client to the Contractor under Clause 4.2 above or under any other contract with any Department or Office of Her Majesty's Government.
5. Notices	
5.1	Any notice or other communication required under this deed shall be given in writing and shall be deemed to have been properly given if compliance is

	made with section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962 and the Postal Services Act 2000).
6. Governing Law and Disputes	
6.1	This deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.
6.2	The parties agree that the courts of England and Wales shall have exclusive jurisdiction to determine any dispute arising out of or in connection with this deed, including (without limitation) in relation to any non-contractual obligations. The parties irrevocably submit to the jurisdiction of those courts.

Execution Page

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

OPTION 1a [execution by Highways England under seal]

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

Director

Director/Secretary

OPTION 1b [execution by Highways England under seal]

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

Authorised Signatory

Authorised Signatory

OPTION 2a

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

Director

Director/Secretary

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

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

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



Highways England Company Limited

Scope

Form of Novation

Annex 14

(Old Contractor to New Contractor)

CONTENTS AMENDMENT SHEET

Issue No.	Revision No.	Amendments	Initials	Date
0	0	Tender issue	LY	Mar 2021

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HIGHWAYS ENGLAND COMPANY LIMITED
as Client

[•]
as New Contractor

[•]
as Old Contractor

DEED OF NOVATION

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

DATED [●]

Parties	
1)	HIGHWAYS ENGLAND COMPANY LIMITED (company no 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ (the “ Client ”),
2)	[●] (company no [●]) whose registered office is at [●] (the “ Old Contractor ”)
3)	[●] (company no [●]) whose registered office is at [●] (the “ New Contractor ”)
Background	
A)	By the Contract, the Client has employed the Old Contractor to provide the Service.
B)	The Old Contractor has agreed (with the consent of the Client) to transfer all its rights and obligations under the Contract to the New Contractor and the Client has agreed to accept the liability of the New Contractor in place of the liability of the Old Contractor under the Contract upon and subject to the terms of this deed, which is supplemental to the Contract.
1. Definitions and Interpretation	
1.1	Unless the contrary intention appears, the following definitions apply: “ Contract ” means the contract dated [●] between the Client (1) and the Old Contractor (2) (including any further agreement varying or supplementing the Contract) under which the Old Contractor has agreed to provide the Service. “ Service ” means the services to be carried out by the Contractor 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 Contractor and the Client release and discharge each other from the further performance of their respective obligations under the Contract and the Client acknowledges and accepts the liability of the New Contractor in place of the liability of the Old Contractor under the Contract
2.2	The New Contractor undertakes to be bound to the Client by the terms of the Contract in every way as if the New Contractor was and always had been a party to the Contract in place of the Old Contractor.
2.3	The Client acknowledges and warrants to the New Contractor that it has duly observed and performed and will continue duly to observe and perform all its obligations under the Contract.
3. New Contractor's Undertakings	
3.1	Subject to Clause 4.1 below, the New Contractor undertakes to be bound to the Client by the terms of the Contract and to perform the obligations on the part of the Contractor under the Contract in every way as if the New Contractor was and always had been a party to the Contract in place of the Old Contractor.
4. Payment of Sums Due	
4.1	The Client and the Old Contractor agree that the total amount to be paid by the Client to the Old Contractor for the Service provided under the Contract prior to the date of this deed is £[●]. The Old Contractor acknowledges that the Client has paid the sum of £[●] prior to the date of this deed. The balance of £[●] shall be invoiced by the Old Contractor to the Client and paid by the Client in accordance with the Contract.
4.2	The New Contractor acknowledges that any payment made by the Client to the Old Contractor in respect of the Service (whether before or after the date of this deed) shall be treated as having been made to the New Contractor and that the Client's payment obligation under the Contract shall to that extent be treated as discharged.
5. Notices	
5.1	Any notice or other communication required under this deed shall be given in writing and shall be deemed to have been properly given if compliance is made with section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962 and the Postal Services Act 2000).

6. Governing Law and Disputes

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

Will be issued to successful contractor if applicable

Execution Page

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

OPTION 1a [execution by Highways England under seal]

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

Director

Director/Secretary

OPTION 1b [execution by Highways England under seal]

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

Authorised Signatory

Authorised Signatory

OPTION 2a

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

Director

Director/Secretary

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

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

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



Highways England Company Limited

Scope

Health and Safety

Annex 15

CONTENTS AMENDMENT SHEET

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0	0	Tender issue	LY	Mar 2021

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1 HEALTH AND SAFETY

1.1 General Requirements

- 1.1.1 The *Contractor* complies with the *Client's* health and safety requirements as detailed in Annex 02 (reference documents) to the Scope.
- 1.1.2 The *Contractor* complies with and operates according to all relevant and prevailing health and safety legislation, considerations, guidance and industry best practice. The *Contractor* Provides the Service in a way that aligns to the *Client's* health and safety policies and initiatives.

1.2 Management of Health and Safety

- 1.2.1 The *Contractor*
- operates a formal health and safety management system which complies with ISO45001:2018, or another relevant, equivalent standard accepted by the *Client* and
 - documents the systems and fully and effectively implements the health and safety management system prior to the *access date*.
- 1.2.2 The *Contractor*
- obtains certification from a body accredited by UKAS (or another body accepted by the *Client*) of its health and safety management system within 6 months of the Contract Date and
 - submits to the *Client* a copy of all certificates within one week after it is obtained.
- If the *Contractor* already holds such certification at the Contract Date, the *Contractor* submits to the *Client* a copy of all certificates within one week of the Contract Date.
- 1.2.3 The *Contractor* operates and develops its health and safety management system to meet the *Client's* requirements. The *Contractor* provides consistency of approach and interoperability with other stakeholders where appropriate, ensuring activities are consistent between all stakeholders allowing seamless provision of *service* between different sites within the Affected Property.
- 1.2.4 The *Contractor's* health and safety management system forms part of the *Contractor's* Quality Plan.

1.3 *Contractor's* occupational health management system

- 1.3.1 The *Contractor*
- operates an occupational health management system in line with

requirements of the Health and Safety Executive's prevailing construction occupational health management model, "Essentials of Managing Construction Health Risks" and

- participates in *Client* working groups to improve health and safety management performance in relation to the following topics
 - designing for health and safety in buildability and operability and maintenance,
 - construction health and safety improvement and
 - sustainable design and sustainable construction.

1.3.2 If, in the opinion of the *Client*, the *Contractor* is Providing the Service in an unsatisfactory manner or commits a breach in

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

the *Client* notifies the *Contractor* following the process set out in GG128 ("Requirements for reporting incidents, events and undesirable circumstances: health, safety, wellbeing, structural and environmental") (**see link in Annex 2**) and raises formally via the *Client's* H&S management system assurance process.

1.3.3 The notification provided by the *Client* to the *Contractor* sets out the breach or breaches identified with reasons and outlines the minimum steps required of the *Contractor* to rectify the breach and a date for rectifying.

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

1.4 Subcontractors' health and safety management systems

1.4.1 The *Contractor* ensures that any of its subcontractors (at any stage of remoteness from the *Client*) working on sites where the *Contractor* is the principal contractor operate a formal health and safety management system which fulfils the requirements set out above.

1.5 Health and safety culture and communication

1.5.1 The *Contractor* ensures that it creates a culture and communications that align to the *Client's* "Home Safe and Well" message. The *Contractor*

- operates a behavioural safety programme,

- establishes, operates and delivers health and safety employee consultation arrangements to its employees in accordance with applicable prevailing health and safety legislation,
- provides relevant health and safety training, including induction, to staff and visitors to ensure compliance with prevailing health and safety legislation and approved codes of practice and
- participates in *Client* events, programmes and initiatives as appropriate and if requested.

1.6 Health and safety exchange of information

- 1.6.1 The *Client* provides information requested by the *Contractor* to enable the *service* to be performed in a safe and legally compliant manner.
- 1.6.2 The *Contractor* provides information in the frequency and format specified in the contract, or if a different frequency and format is required, as specified by the *Client*.
- 1.6.3 The *Contractor* immediately brings to the attention of the *Client* any issue or potential issue that may have a detrimental impact on the health and safety and wellbeing of any stakeholders.

1.7 Health and safety resources

- 1.7.1 The *Contractor* retains sufficient competent health and safety resource as part of its management structure.
- 1.7.2 The minimum requirements for the *Contractor's* health and safety resources are that their leads
- have membership of The Institution of Occupational Safety and Health (IOSH),
 - are qualified to National Examination Board in Occupational Safety and Health (NEBOSH) standard (or higher),
 - have a demonstrable working knowledge of prevailing health and safety legislation, guidance and approved codes of practice relevant to the *service*, and
 - have the appropriate level of competence, training and demonstrable experience in the field for which they are Providing the Service.

1.8 Health & safety competence of *Contractor's* employees

- 1.8.1 The *Contractor* ensures that its employees are competent to Provide the Service and upon request provides the *Client* with information about the *Contractor's* arrangements for assuring employee competence and with employee training records.

- 1.8.2 Before commencement of the *service*, the *Contractor* provides the *Client* with a statement (signed by a person authorised to sign tenders on behalf of the company) to confirm that all the *Contractor's* employees and subcontractors (at any stage of remoteness from the *Client*) are competent to undertake the roles that they are assigned to deliver the *service*. The *Contractor* provides further signed statements to the *Client* when any new *Contractor* employees are appointed or assigned to deliver the *service*.
- 1.8.3 For roles where no suitable recognised competence standards exist, the *Contractor* provides information against the selection criteria and method used to provide assurance of competence.

1.9 Health and Safety in Construction

- 1.9.1 The *Contractor* ensures that assets, including materials and equipment, are used, installed, constructed and maintained in accordance with prevailing legal requirements, standards and specifications instructed by the *Client*.

1.10 Incident Reporting and Investigation

- 1.10.1 The *Contractor* complies with the *Client's* Guidance GG128 "Requirements for reporting incidents, events and undesirable circumstances: health, safety, wellbeing, structural and environmental" or its later update or replacement, including any time periods required by GG128 (see link in **Annex 02**). If a time period is not specified in GG128, then *period of reply* applies, unless agreed otherwise by the *Client*.
- 1.10.2 Following the notification of an incident, the *Contractor*, in line with the *Client's* standards, determines if a formal investigation is required, and if necessary follows the notification, investigation and reporting procedures as set out therein.
- 1.10.3 The *Contractor* undertakes investigations with an independent competent person who has relevant training, knowledge and experience in effective accident/incident investigation.
- 1.10.4 Nothing prevents the *Contractor* from carrying out its own (additional) investigation of an incident, and in such case, the *Contractor* provides a copy of its completed incident report to the *Client*.
- 1.10.5 The incident report provides
- information on the circumstances surrounding the accident/ incident and any remedial measures to be taken in order to prevent a recurrence, and
 - relevant photographs and statements as an integral part of the report.

- 1.10.6 Where the *Contractor* is compiling a draft investigation report, the *Contractor* discusses the findings of the draft report with the *Client* prior to the production of the final draft of such a report.
- 1.10.7 The *Contractor* implements applicable recommendations arising from incident investigations within the timescales agreed with the *Client*.
- 1.10.8 The *Client* has the right to investigate any incidents wherever they may occur.
- 1.10.9 The *Contractor* provides the *Client* unrestricted access at all reasonable times to the facilities, equipment, materials, employees and records of the *Contractor* or the subcontractor (at any stage of remoteness from the *Client*) for this purpose (subject to any statutory or contractual obligation prohibiting this access).
- 1.10.10 The *Contractor* provides a copy all materials related to an incident to the *Client* within the timescales agreed. Any material that would otherwise fall to be disclosed by the *Contractor* to the *Client* may be withheld by the *Contractor* provided that the *Contractor's* legal adviser confirms to the *Client* that the material is:
- a confidential communication between the *Contractor* and its legal advisor for the purposes of seeking or giving legal advice that the legal advisers would normally expect to be given legal privilege in the normal course of its business with the *Contractor*, or
 - a confidential communication between the *Contractor* or its legal advisers and a third party where the communication came into existence with the dominant purpose of being used in connection with contemplated, pending or actual litigation in adversarial proceedings (as opposed to investigations or fact-finding inquiries).
- 1.10.11 The *Contractor* ensures that all subcontracts (at any stage of remoteness from the *Client*) contain requirements similar to subparagraphs 1 and 10 above.

1.11 Health and Safety Inspections

- 1.11.1 The *Contractor*:
- carries out formal site safety inspections as agreed with the *Client* and documents the findings of these inspections;
 - ensures that only competent persons carry out inspections,
 - notifies the *Client* in advance of the date of an inspection, and allows the *Client* to participate in inspections if the *Client* requests to do so, and

- takes effective actions to ensure that any issues identified during inspections are effectively addressed within the timescales agreed with the *Client*.

1.12 Health and Safety Management Audit

- 1.12.1 The *Contractor* allows the *Client* unrestricted access at all contracted hours to the premises, equipment, materials, employees and records of the *Contractor* and any subcontractors (at any stage of remoteness from the *Client*) (unless a statutory or contractual obligation prohibits the disclosure of any such records) to audit any or all of the *Contractor's* health and safety management systems. The *Contractor* includes, in all subcontracts, the rights of access for the *Client*.
- 1.12.2 The *Contractor* implements all recommendations from such audits agreed by the *Client* within a timescale mutually agreed between the *Client* and the *Contractor*.

1.13 Construction Design and Management (CDM) Regulations 2015 compliance

- 1.13.1 The *Client* appoints relevant CDM duty holders in writing, based upon a review of an organisation's ability and competence to perform the *service*.
- 1.13.2 CDM duty holders (principal contractor and principal designer) discharge their obligations under the CDM Regulations 2015 in compliance with any Approved Code of Practice or best practice guidance issued by the HSE, and provide the *Client* with evidence of such compliance, ensuring competent persons are maintained to continuously fulfil duty requirements throughout the *service*.
- 1.13.3 Principal contractor duties (as defined by CDM Regulations 2015) are to be undertaken by the *Contractor* when instructed by the *Client*. The *Contractor* refers to the Construction Industry Training Board (CITB) guidance when carrying out the principal contractor/ designer role. Where the *Contractor* is not required to undertake the principal contractor duties, the *Client* notifies the *Contractor* as to who will be undertaking this role.
- 1.13.4 During the pre-construction phase and before setting up a construction site in the Working Area, the *Contractor* creates a construction phase plan in respect of the relevant *service* in compliance with Regulation 12(2) of the CDM Regulations 2015 and provides a copy of the plan to the *Client*.
- 1.13.5 Where instructed by the *Client*, the *Contractor* undertakes the role of principal contractor and associated duties in respect of the *service* to which the CDM Regulations 2015 apply including:
- work carried out by the *Client* or
 - work carried out by Others.

1.14 Medical Fitness

- 1.14.1 The *Contractor* advises the *Client* of any known medical disability or condition of any *Contractor* employees, or subcontractor's employees, or employees of any other related party, which is to be risk assessed and effective controls put in place to ensure their own health, safety and wellbeing and the health, safety and wellbeing of others.
- 1.14.2 When requested by the *Client*, the *Contractor* provides such information and other evidence (anonymised and with consideration given to the protection of personal data at any stage of remoteness from the *Client*) as may be reasonably required by the *Client* to demonstrate compliance with the above requirement.

1.15 Health Assessment and Control

- 1.15.1 The *Contractor* ensures that its direct employees are provided with such health surveillance as appropriate, having regard to the risks to their health and safety which are identified by a risk assessment and in accordance with prevailing health and safety and other relevant legislation.
- 1.15.2 The *Contractor* makes wellbeing services available to its employees and supply chain in line with, but not exhaustive of, the *Client's* instructions.
- 1.15.3 The *Contractor* monitors and records working days lost due to illness and stress-related conditions, and introduces management systems for minimising ill health. This data is supplied on request to the *Client*.

1.16 Alcohol and Substance Abuse

- 1.16.1 The *Contractor* ensures its employees, whilst engaged in Providing the Service, are not at any time in possession of, do not take, have not taken, and are not under the influence of any intoxicating substance ('Prohibited Substance'). This requirement does not apply where the *Contractor's* employees possess a Prohibited Substance for bona fide medical reasons, for which the *Client* has given acceptance for such *Contractor* employees to be engaged in Providing the Service.
- 1.16.2 The *Contractor* notifies the *Client* of any its employees who are undergoing a voluntary detoxification/rehabilitation programme whereupon the *Client* has the right to prevent such *Contractor's* employees from Providing the Service.
- 1.16.3 Where the *Client* is of the opinion that any of the *Contractor's* employees (or any subcontractors involved in Providing the Service) may be in possession of, have taken, or are under the influence of any Prohibited Substance while Providing the Service, the *Client* instructs the *Contractor* to perform the following as appropriate of such *Contractor* employees:

- breath testing by breathalyser
- urine testing by urinalysis
- both breath testing and urinalysis
- a search of personal possessions/ work area of such *Contractor* employees for evidence of a prohibited substance.

1.17 Health and Safety Charity-based Incentive Schemes

- 1.17.1 The *Contractor* adopts charity-based incentive schemes covering local and national charities if requested to do so by the *Client*.

1.18 Health and Safety Maturity Matrix Action Plan

- 1.18.1 If the *Contractor* (or where there is a joint venture, each Consortium Member) does not have an agreed Health and Safety Maturity Matrix Action Plan ('HSMM Action Plan') with the *Client*, the *Contractor* (or each Consortium Member) delivers a HSMM Action Plan and submits it to the *Client* not later than 6 weeks following the Contract Date.
- 1.18.2 The HSMM Action Plan is based on the Health and Safety Maturity Matrix ('HSMM') and the associated implementation plan produced by the *Contractor* (or each Consortium Member). It details specific actions to be taken under this contract by the *Contractor* (or each Consortium Member) and its subcontractors (at any stage of remoteness from the *Client*) in order to support delivery of the improvements identified in the implementation plans for the *Contractor* (or each Consortium Member).
- 1.18.3 The *Contractor* (or each Consortium Member) updates their HSMM Action Plan as needed to support delivery of the improvements identified in the implementation plans and on each anniversary of the Contract Date. The annual updates are based on the updated HSMM and implementation plans produced by the *Contractor* (or each Consortium Member).
- 1.18.4 The *Contractor* (or each Consortium Member) keeps a controlled copy of the HSMM Action Plan available for inspection by the *Client* at all times.
- 1.18.5 The *Client* notifies the *Contractor* (or a Consortium Member) if at any time the *Client* considers that the HSMM Action Plan
- does not comply with the requirements of this contract or;
 - is not capable of delivering the improvements identified in the implementation plans.
- 1.18.6 Following such notification, the *Contractor* (or each Consortium Member) reviews the HSMM Action Plan and reports to the *Client* setting out proposed changes. If the *Client* accepts the proposals, the HSMM Action Plan is changed within agreed timescales.

- 1.18.7 If the *Contractor* (or where there is a joint venture, each Consortium Member) does not have an agreed Health and Safety Maturity Matrix Action Plan ('HSMM Action Plan') with the *Client*, the *Contractor* (or each Consortium Member) delivers a HSMM Action Plan and submits it to the *Client* within 6 weeks following the Contract Date.

1.19 Management of Road Risk

- 1.19.1 The *Contractor* ensures that it has systems in place for the effective management of occupational road safety in accordance with guidance provided by the HSE or other relevant industry guidance.
- 1.19.2 The *Contractor's* road safety management system has provision for assessing traffic management, driver competency and eligibility, driver safety training, vehicle maintenance and accident and incident investigation.

1.20 Driving for Better Business

- 1.20.1 The *Contractor*, as part of its organisation's health and safety at work programme
- Is a member of or complies with an accredited scheme for managing "Work-Related Road Risk" (WRRR),
 - provides evidence of this to the *Client* and
 - manages WRRR to an appropriate standard for the *service* that is being provided.
- 1.21.2 Within six months of the Contract Date the *Contractor*
- registers with the "Driving for Better Business" (DfBB) programme,
 - undertakes the DfBB risk assessment and gap analysis of their 'driving at work' activities which covers all drivers and vehicles that may be used on business,
 - implements a 'driving for work' policy that
 - complies with "Health and Safety Executive" (HSE) guidance,
 - applies to all areas of the business,
 - applies to all types of driving undertaken,
 - is communicated effectively to all employees who may drive for business purposes and
 - includes a statement from their chief executive officer (CEO) or board director responsible for WRRR that

outlines the importance attached to work-related road safety,

- implements an effective system for measuring and monitoring driver and vehicle compliance. This includes as a minimum
 - records of crashes and investigation results,
 - driver training or education supplied,
 - driver licence checking and relevant insurance checking,
 - employee policy acceptance and
 - where relevant vehicle checks and defect reporting,
- implements an effective system for promoting the same level of awareness regarding WRRS and compliance with HSE guidance through any subcontractors involved in Providing the Service. The *Contractor* completes (and ensures that all its subcontractors complete
 - the “Driving for Better Business (DfBB) Leadership Statement” (commitment) (see link in **Annex 02**) and
 - a self-declaration that they manage WRRS to the minimum acceptable level. The *Contractor* takes any required measures to ensure that declarations are correct,
- demonstrates to the *Client* the reduction of collisions, incidents or instances of non-compliance year on year, or provides a reasonable explanation if this is not the case.
- includes these requirements in all subcontracts (at any stage of remoteness from the *Client*.)

1.20.3 *The Contractor* shares knowledge and best practice with the DfBB community where appropriate or as advised by the *Client* and attends any related events/ initiatives as instructed by the *Client*.

1.21 Security

1.21.1 The *Contractor* obtains the consent of its employees to the searching at any time by an authorised representative of the *Client*, of their person or their property or of any article including, without limitation, any container, package, box, holdall, suitcase or vehicle which is in the possession or use of *Contractor's* employees on the *Client's* Affected Property, or being retained by the *Client* on behalf of the *Contractor* or *Contractor's* employees.

- 1.21.2 Any person not complying or unwilling to comply with the requirements above, is removed from the *Client's* Affected Property and not permitted access to the *Client's* Affected Property.

1.22 Raising the Bar Initiative

- 1.22.1 The *Client's* Raising the Bar Initiative and subsequent guidance documents derive from a drive to raise health and safety standards across the industry through sharing best practice approaches. Details are found in **Annex 02**.
- 1.22.2 The *Contractor* compares the Raising the Bar Initiative guidance with their own health and safety practices and provides a report to the *Client* prior to the *access date* detailing
- where the Raising the Bar Initiative guidance is more comprehensive than the *Contractor's*, the *Contractor* produces a remedial plan for bringing their working practices up to this minimum standard and
 - where the *Contractor's* working practices surpass those set out in the guidance, the *Contractor* provides details of these to allow the *Client* to update the guidance for the benefit of all road workers.
- 1.22.3 The *Client* undertakes an independent audit process established to assure the implementation of Raising the Bar Initiative activities. Assessment (and expectation) levels will increase over time as health and safety standards are raised and the bar is set incrementally higher.
- 1.22.4 The Raising the Bar Initiative and subsequent guidance documents derive from a drive to raise health and safety standards across the industry through sharing best practice approaches. Details are found in **Annex 02**.

1.23 Home Safe and Well Initiative

- 1.23.1 The *Contractor* submits to the *Client* for acceptance, a strategy of how it will operate around the *Client's* Home Safe and well initiative.
- The *Contractor* commits and contributes to the *Client's* Home Safe and Well initiative by defining their own commitment to getting everyone Home Safe and Well, and considers where a positive difference can be added.
- The *Contractor*:
- considers how its role in connecting the country can really make a difference and embed safety as the first imperative across all areas of responsibility,
 - recognises the behaviours that enable the culture change required to achieve our vision and deliver the objectives of the organisation,
 - engages and collaborates as appropriate with the wider business, supply chain and other stakeholders to promote health, safety and

wellbeing, recognising behaviours that bring “Home Safe and Well” to life,

- is responsible and accountable for the health, safety and wellbeing of those employed by the *Contractor* and those the *Contractor* works with and
- embeds the Home Safe and Well approach within the Health and Safety Maturity Matrix (HSMM) and associated implementation and action plans.

1.24 Deleterious and hazardous materials

1.24.1 Asbestos

The *Contractor* complies with the Control of Asbestos at Work Regulations 2012 and General Guidance 105 asbestos management (GG105) (see link in **Annex 02**).



Highways England Company Limited

Scope

Parent Company Guarantee

Annex 16

CONTENTS AMENDMENT SHEET

Amend. No.	Revision No.	Amendments	Initials	Date
0	0	Tender issue	LY	Mar 2021

HIGHWAYS ENGLAND COMPANY LIMITED
as *Client*

[•]
as Guarantor

PARENT COMPANY GUARANTEE

relating to the Technical Surveys and Testing – Topographical contract

DATED [●]

Parties	
1)	HIGHWAYS ENGLAND COMPANY LIMITED (company no 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ (the “ Client ”),
2)	[●] (company no [●]) whose registered office is at [●] (the “ Guarantor ”)
Background	
A)	By the Contract, the <i>Client</i> has employed the <i>Contractor</i> to Provide the Service.
B)	The Guarantor is the [ultimate] parent company of the <i>Contractor</i> .
C)	The Guarantor has agreed to guarantee the due performance by the <i>Contractor</i> of his obligations under the Contract in the manner set out in this deed.
Operative Provisions	
1. Definitions and Interpretation	
1.1	<p>Unless the contrary intention appears, the following definitions apply:</p> <p>“Contract” means the contract dated [●] between the <i>Client</i> (1) and the <i>Contractor</i> (2) under which the <i>Contractor</i> has agreed to Provide the Service.</p> <p>“Contractor” means [●] (company no [●]) whose registered office is at [●].</p> <p>“Insolvency Event” means the <i>Contractor</i> 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:</p> <ul style="list-style-type: none"> • 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 <i>Contractor</i> other than a solvent liquidation or reorganisation of the <i>Contractor</i>; • a composition, assignment or arrangement with any creditor of the <i>Contractor</i>; • the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of the <i>Contractor</i> or any of its assets; or

	<ul style="list-style-type: none"> • enforcement of any security over any assets of the <i>Contractor</i> • or any analogous procedure or step is taken in any jurisdiction. <p>“Service” means the services to be carried out by the <i>Contractor</i> under Task Orders issued by the <i>Client</i> pursuant to the Contract.</p>
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	<p>In consideration of the <i>Client</i> agreeing to enter into the Contract with the <i>Contractor</i>, the Guarantor irrevocably and unconditionally guarantees and undertakes to the <i>Client</i> that:</p> <ul style="list-style-type: none"> • the <i>Contractor</i> will perform and observe all his obligations under the Contract at the times and in the manner provided in the Contract; and • in the event of any breach of such obligations by the <i>Contractor</i>, the Guarantor shall procure that the <i>Contractor</i> makes good the breach or otherwise cause it to be made good and shall indemnify the <i>Client</i> against any loss, damage, demands, charges, payments, liability, proceedings, claims, costs and expenses suffered or incurred by the <i>Client</i> arising from or in connection with it.
2.2	<p>The Guarantor shall also indemnify the <i>Client</i> against:</p> <ul style="list-style-type: none"> • any costs, losses and expenses (including legal expenses) which may be suffered or incurred by the <i>Client</i> in seeking to enforce and enforcing (i) this Guarantee and/or (ii) any judgment or order obtained in respect of this Guarantee; and • any loss or liability suffered or incurred by the <i>Client</i> if any of the obligations of the <i>Contractor</i> under the Contract is or becomes illegal, invalid or unenforceable for whatsoever reason as if such obligations were not illegal, invalid or unenforceable.
2.3	Any limitation or defence which would have been available to the <i>Contractor</i> in an action under the Contract shall likewise be available to the Guarantor

	<p>in a corresponding action under this deed, provided that nothing in this clause shall:</p> <ul style="list-style-type: none"> • prejudice or affect any liability of the Guarantor under clause 2.2; nor • allow the Guarantor to avoid liability if either of the events specified in clause 5 occurs.
3. Guarantor's Liability	
3.1	<p>The obligations of the Guarantor under this deed are in addition to and independent of any other security which the <i>Client</i> may at any time hold in respect of the <i>Contractor's</i> obligations under the Contract and may be enforced against the Guarantor without first having recourse to any such security.</p>
3.2	<p>The obligations of the Guarantor under this deed are in addition to and not in substitution for any rights or remedies that the <i>Client</i> may have against the <i>Contractor</i> under the Contract or at law.</p>
3.3	<p>The liability of the Guarantor under this deed shall in no way be discharged, lessened or affected by:</p> <ul style="list-style-type: none"> • an Insolvency Event; • any change in the constitution, status, function, control or ownership of the <i>Contractor</i> or any legal limitation, disability or incapacity relating to the <i>Contractor</i> or any other person; • the Contract or any of the provisions of the Contract being or becoming illegal, invalid, void, voidable or unenforceable; • any time given, waiver, forbearance, compromise or other indulgence shown by the <i>Client</i> to the <i>Contractor</i>; • the assertion or failure to assert or delay in asserting any rights or remedies of the <i>Client</i> or the pursuit of any right or remedy of the <i>Client</i>; • the giving by the <i>Contractor</i> of any security or the release, modification or exchange of any such security or the liability of any person; or • any other act, event, omission or circumstance which but for this provision might operate to discharge, lessen or otherwise affect the liability of the Guarantor <p>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.</p>

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 <i>Client</i> and the <i>Contractor</i> shall be binding on the Guarantor.
4. Variations to the Contract	
4.1	The Guarantor authorises the <i>Contractor</i> and the <i>Client</i> 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	<p>The Guarantor covenants with the <i>Client</i> that:</p> <ul style="list-style-type: none"> • if a liquidator is appointed in respect of the <i>Contractor</i> and the liquidator disclaims the Contract; or • if the <i>Contractor's</i> employment under the Contract is determined for any reason <p>the liability of the Guarantor under this deed shall remain in full force and effect.</p>
6. Waiver	
6.1	The Guarantor waives any right to require the <i>Client</i> to pursue any remedy (whether under the Contract or otherwise) which it may have against the <i>Contractor</i> before proceeding against the Guarantor under this deed.
7. Rights of Guarantor against Contractor	
7.1	The Guarantor shall not by any means or on any ground seek to recover from the <i>Contractor</i> (whether by instituting or threatening proceedings or by way of set-off or counterclaim or otherwise) or otherwise to prove in competition with the <i>Client</i> in respect of any payment made by the Guarantor under this deed nor be entitled in competition with the <i>Client</i> to claim or have the benefit of any security which the <i>Client</i> holds for any money or liability owed by the <i>Contractor</i> to the <i>Client</i> . If the Guarantor shall receive any monies from the <i>Contractor</i> in respect of any payment made by the Guarantor under this deed, the Guarantor shall hold such monies in trust for the <i>Client</i> 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 <i>Contractor</i> under

	the Contract has been performed and observed and until each and every liability of the <i>Contractor</i> 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.

Execution Page

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

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

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

