



National Highways Limited

Pavement Delivery Framework

NEC 4 Framework Contract

(June 2017)

Framework Information

Appendix 01 – Defined Terms

CONTENTS AMENDMENT SHEET

| Amend. No. | Revision No. | Amendments | Initials | Date |
|-----------------------|-------------------------|-------------------|-----------------|-------------|
| 0 | 0 | Tender issue | JW | 15/03/2022 |
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This Appendix supplements the definitions included in the following documents:

- NEC4 Framework Contract June 2017 with amendments
- Framework Contract Data Z1
- NEC4 Engineering & Construction Contract June 2017 with amendments
- ECC Contract Data Z1
- NEC4 Engineering & Construction Subcontract June 2017 with amendments
- ECS Contract Data Z1

| Ref. | Defined Term | Definition |
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| 1 | 3D (Develop, Design, Deliver) Scheme Delivery Process | is the <i>Client's</i> project delivery methodology for Schemes as described in the "3D User Guide for Scheme Management" (see Appendix 02). |
| 2 | 3D Stage | has the meaning given to it in the "3D User Guide for Scheme Management" (see Appendix 02). |
| 3 | 3D Stage Gate | has the meaning given to it in the "3D User Guide for Scheme Management" (see Appendix 02). |
| 4 | Additional Work Order | is the Work Order to carry out work, as detailed using the "Additional Work Order template" (see link in Appendix 02). |
| 5 | Asset Investment Plan | is produced by the <i>Client</i> containing details of proposed maintenance or improvements to existing assets owned by the <i>Client</i> . |
| 6 | Business Information Gateway (the Gateway) | has the meaning given to it in section 9.4.1 of the Framework Information |
| 7 | Category Management Pavement Community | is the community formed by the Pavement Delivery Framework Suppliers, managed by the <i>Client's</i> category management pavements team, and as detailed in Framework Information section 3.1 |
| 8 | Collaborative Custodian | has the meaning given to it in GM701 Asset Delivery Asset Maintenance Requirements (See link in Appendix 02) |
| 9 | Collaborative Performance Framework (CPF) | is the <i>Client's</i> tool for monitoring the effectiveness of service levels across contracts. It is detailed in Framework Information section 9.50 and will be used to measure the <i>Supplier's</i> performance in delivering the <i>works</i> . |

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| 10 | Collaborative Planning | is a technique that involves all Parties working together to improve productivity, and reduce time and cost. |
| 11 | Community | is the regional group comprising one representative each from the <i>Client</i> , the <i>Supplier</i> and each of the Community Partners and formed for the purposes described in Annex 19 . |
| 12 | Community Charter | has the meaning given to it in Annex 19 sections 1.2.5 and 1.2.8 |
| 13 | Community Committee | has the meaning given to it in Annex 19 section 1.3.3 |
| 14 | Community Council | has the meaning given to it in Annex 19 section 1.3.2 |
| 15 | Community Working Groups | has the meaning given to it in Annex 19 section 1.3.4 |
| 16 | Completion Date | Is the <i>completion date</i> unless later changed in accordance with the contract. |
| 17 | Confidential Information | <p>is</p> <ul style="list-style-type: none"> information, including all Personal Data, which (however it is conveyed) is provided by the disclosing Party in connection with the contract that relates to <ul style="list-style-type: none"> the Disclosing Party Group or the operations, business, affairs, developments, Intellectual Property Rights, trade secrets, know-how and personnel of the Disclosing Party Group, other information provided by the disclosing Party in accordance with the contract that is clearly designated as being confidential or equivalent, or that ought reasonably to be considered to be confidential (whether or not it is so marked) which comes (or has come) to the Recipient's attention or into the Recipient's possession in connection with the contract, discussions, negotiations, and correspondence between the disclosing Party or any of its directors, officers, employees, consultants or professional advisers and the Recipient or any of its directors, officers, employees, consultants and professional advisers in connection with the contract and all matters arising therefrom; and information derived from any of the above, <p>but not including any information which</p> |

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| | | <ul style="list-style-type: none"> • was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the disclosing Party, • the Recipient obtained on a non-confidential basis from a third party who is not, to the Recipient's knowledge or belief, bound by a confidentiality agreement with the disclosing Party or otherwise prohibited from disclosing the information to the Recipient, • was already generally available and in the public domain at the time of disclosure otherwise than by a breach of the contract or breach of a duty of confidentiality or • was independently developed without access to the Confidential Information. |
| 18 | Contracts Finder | is the government website for information about contracts worth over £10,000 with the government and its agencies. |
| 19 | Contract Management Points | are points accrued by the <i>Contractor</i> in accordance with the contract management tables as defined in Appendix 04. |
| 20 | Data | is all Personal Data collected, generated or otherwise processed by the <i>Contractor</i> under the framework contract or any Work Orders. |
| 21 | Data Controller | is a legal person that determines the purposes and means of the processing of Personal Data. |
| 22 | Data Protection Impact Assessment | is an assessment by the Data Controller of the impact of the envisaged processing of Personal Data on the rights of a Data Subject(s). |
| 23 | Data Protection Legislation | <p>is</p> <ul style="list-style-type: none"> • the General Data Protection Regulation (EU 2016/679), • the Law Enforcement Directive (LED) (Directive EU 2016/680), • the Data Protection Act 2018, • the Privacy and Electronic Communications (EC Directive) Regulations 2003 and • any other data protection laws and regulations applicable in England. |
| 24 | Data Subject | is an individual who is the subject of Personal Data. |

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| 25 | Data Subject Access Request | <p>is a request made by, or on behalf of, a Data Subject concerning their</p> <ul style="list-style-type: none"> • rights of access to, and information relating to, Data, • rectification of inaccurate Data, • permanent erasure of Data, • objection to or restriction of processing of Data pursuant to the Data Protection Legislation, and • transfer of Data to a third party. |
| 26 | Defect | <p>is</p> <ul style="list-style-type: none"> • a part of the <i>works</i> which is not in accordance with the Scope, or • a part of the <i>works</i> designed by the <i>Contractor</i> which is not in accordance with the applicable law or the <i>Contractor's</i> design which the <i>Project Manager</i> has accepted. |
| 27 | Defined Cost | is defined in the cost of the components in the Schedule of Cost Components. |
| 28 | Disclosure Request | is a request for information relating to the framework contract or any Work Orders, and received by the <i>Client</i> pursuant to the Freedom of Information Act 2000 and Environmental Information Regulations 2004 or otherwise. |
| 29 | Early Contractor Involvement (ECI) | is input into the design of a Scheme by the <i>Contractor</i> prior to construction works commencing onsite. The scope of ECI to be provided is included in ECC Scope section S 2500. |
| 30 | Early Warning Register | <p>is a register of matters which are</p> <ul style="list-style-type: none"> • Listed in the Contract Data for inclusion, and • Notified by the <i>Project Manager</i> or the <i>Contractor</i> as early warning matters. |
| 31 | Equipment | is items provided and used by the <i>Contractor</i> to Provide the Works and which the Scope does not require the <i>Contractor</i> to include in the <i>works</i> . |
| 32 | Fee | is the amount calculated by applying the <i>fee percentage</i> to the amount of the Defined Cost. |

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| 33 | Health and Safety File | is as per the meaning given to it in the Construction (Design and Management) Regulations 2015. |
| 34 | Highways Efficiency Lean Maturity Assessment - HELMA | National Highways' own assessment tool, which is an annual assessment to determine the extent the <i>Supplier</i> has adopted Lean principles and the setting of improvement goals to deliver mutual benefits to the <i>Client</i> and the <i>Supplier</i> , as stated in section 9.51.7 of the Framework Information. |
| 35 | HELMA-Lite | an assessment undertaken to assess the <i>Supplier's</i> application of Lean in the context of a small to medium enterprise as stated in section 9.51.7 of the Framework Information. |
| 36 | Highways Common Induction | has the meaning given to it in section 9.49.1 of the Framework Information. |
| 37 | Incident Response | See Rapid Response. |
| 38 | Information Execution Plan | the <i>information execution plan</i> or is the latest Information Execution Plan accepted by the <i>Project Manager</i> . |
| 39 | Information Model | is the output of the Information Model Requirements for each 3D Stage. |
| 40 | Information Model Requirements | is the information model requirements and the model production and delivery table (see link in Appendix 2). |
| 41 | Information Systems | can be a combination of hardware, software, infrastructure and trained personnel organised to facilitate planning, control, coordination and decision making in an organisation. |
| 42 | Information Technology Infrastructure Library | is a governance model for IT service management and best practices that defines an end-to-end life cycle and integrated set of practices and guidance in the areas of service strategy, service design, service transition, service operation, and continual service improvement. |
| 43 | Kano Analysis | is an approach to prioritising features on a product road map based on the degree to which they are likely to satisfy customers. |
| 44 | Knowledge Transfer Pack | A specific term within the Lean community. The transfer of Lean knowledge is via Knowledge Transfer Packs and this |

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| | | represents the 5th pillar of National Highways Lean deployment. |
| 45 | Lean | A method of producing what a customer or client wants, when they want it, with a minimum of waste and to a high level of quality. |
| 46 | Lean Collaborative Planning (Last System Planner) | a defined industry standard Lean tool within the UK. Lean Collaborative Planning is a recognised system to drive project schedule adherence, lower out-turn costs and create fully integrated delivery teams. |
| 47 | Lean Continuous Improvement (Lean CI) | is continuous improvement using Lean techniques and is usually referred to within the Lean community as Lean CI. |
| 48 | Lean Strategy Document | is a document representing the <i>Suppliers</i> approach to Lean delivery within the organisation, addressing the ten HELMA aspect areas |
| 49 | Level of Definition | is graphical and non-graphical content required for an Information Model at each 3D Stage. |
| 50 | List X | these contractors are companies operating in the UK who are working on UK government contracts which require them to hold classified information. This information is at 'Secret' level or above or international partners information classified 'Confidential' or above, and is held in their own premises at a specific site. Classified information levels can be reviewed in the Gov website (see link in Appendix 02). |
| 51 | Lot(s) | means either a Regional Lot or a Super Region Lot identified as part of the framework contract. |
| 52 | Maintenance and Response Contractor | is a National Highways contract for providing services such as maintenance, incident response and severe weather response for the strategic road network. |
| 53 | Major Incident | <p>is defined as an incident that has, or is likely to have, a major impact on the ability of the business to maintain services during agreed operational hours. An outage or complete loss of functionality of a critical or key application or service.</p> <p>The incident could result in</p> <ul style="list-style-type: none"> • an emergency situation, • security risks or threat, • National Highways' reputation (HSSE) could be adversely affected and |

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| | | <ul style="list-style-type: none"> multiple locations/businesses or significant user impacted. |
| 54 | Mobilisation | requirements as set out in section S115 of the Main Contract Scope which will subject to an Additional Work Order. |
| 55 | Model Production and Delivery Table | is the table of that name included in the Information Model Requirements that sets out the subject matter of the Information Model; the person who is to produce and deliver the information model at each 3D Stage and the proposed Level of Definition. |
| 56 | Named Suppliers | are <i>named suppliers</i> and other Suppliers who have signed the Joining Deed |
| 57 | Official Secrets Acts | is the Official Secrets Act 1989 and any predecessor statutes. |
| 58 | Package Order(s) | is a schedule of the anticipated annual work allocation notified by the <i>Client</i> to the <i>Supplier</i> for information purposes only. |
| 59 | Performance Level | is the performance level of the Collaborative Performance Framework stated in the Framework Information |
| 60 | Personal Data | is any data relating to an identified or identifiable natural individual that is within the scope of protection as “personal data” under the Data Protection Legislation. |
| 61 | Processor | is a legal person which processes Personal Data on behalf of a Data Controller. |
| 62 | Prohibited Substance | is any intoxicating substance, alcohol or drugs. |
| 63 | Project Bank Account | the account used to receive payments from the <i>Client</i> and the <i>Contractor</i> and to make payments to the <i>Contractor</i> and Named Suppliers. |
| 64 | Project Information | is as defined in Model Production and Delivery Table (included in Appendix 02). |
| 65 | Protective Measures | are appropriate, technical and organisational measures implemented, consistent with good industry practice, to ensure a level of security appropriate to the risk posed by Personal Data, taking into account the state of the art, the costs of implementing, the harm that might result from a Security Incident, and which may include |

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| | | <ul style="list-style-type: none"> • pseudonymising and encrypting Personal Data, • ensuring confidentiality, • integrity, • availability and resilience of systems and services, • ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and • regularly assessing and evaluating the effectiveness of such measures adopted by it including those outlined in “Procurement Policy Note 02/18 Changes to Data Protection Legislation and General Data Protection Regulation” (PPN 02/18) (see link in Appendix 02). |
| 66 | Public Interest Test | requires a public authority, or oversight body, to weigh the harm that disclosure would cause to the protected interest against the public interest saved by disclosure of the information. |
| 67 | Quality Plan | is the quality plan produced in accordance with <ul style="list-style-type: none"> • BS EN ISO 9001:2015, • clause 40 of the NEC ECC or ECS conditions of contract and • the Scope. |
| 68 | Quotation Information | is the <i>quotation information</i> unless later changed in accordance with the contract. |
| 69 | Rapid Response | a response service to support response to incidents occurring on the strategic road network, including but not limited to the remediation of defects to make the network safe. |
| 70 | Regions | are the geographical areas identified as Regions in accordance with Figure 1 of the Framework Information. |
| 71 | Regional Lot | are the geographical areas identified as Regions in accordance with Figure 1 of the Framework Information, each representing a Lot under this framework contract. |
| 72 | Regional Operations Centre (ROC) | is the <i>Client’s</i> 24-hour emergency/incident contact facility. |
| 73 | RIDDOR | is the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013. |

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| 74 | Risk Assessment | has the meaning given to it in section 9.14.1 of the Framework Information. |
| 75 | Road Period | is in relation to a particular Road Investment Strategy, the period to which that strategy relates, as outlined in the contract. |
| 76 | Scheme | is a group of works to be carried out by the <i>Supplier</i> , framework contract Suppliers or Others, for the repair, renewal or improvement of a section of the strategic road network and associated assets as described in a Work Order. |
| 77 | Scheme Delivery Framework | is a National Highways multi-lot framework providing services for the design, construction and associated works nationally for the strategic road network. |
| 78 | Secondary Competition | is the <i>selection procedure</i> to be used for <i>Contracting Bodies</i> under the framework contract, as detailed in Framework Information section 6.2. |
| 79 | Security Incident | is a breach of security leading that results, or may result in, to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Data. |
| 80 | Service Provider System | are the <i>Supplier's</i> IT systems/ applications which they use to provide services to the <i>Client</i> . |
| 81 | Schedule of Rates Resource Schedules | are the resource schedules in the <i>schedule of rates</i> |
| 82 | Simplified Lean Capability Assessment (SLCA) | an assessment undertaken to assess the <i>Supplier's</i> application of Lean in the context of a project as stated in section 9.51.7 of the Framework Information. |
| 83 | Site | is the area within the boundaries of the site and the volumes above and below it which are affected by work included in the contract. |
| 84 | Site Information | is information which <ul style="list-style-type: none"> describes the Site and its surroundings, and is in the documents which the Contract Data states it is in. |

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| 85 | Smartcard/System | has the meaning given to it in section 9.49.1 of the Framework Information. |
| 86 | SME | means an enterprise within the category of small, medium or micro enterprises defined by the European Commission Recommendation of 6 May 2003 (see link in Appendix 02) concerning the definition of small, medium or micro enterprises. A SME is a Subcontractor or a subcontractor to a Subcontractor and is autonomous and is a European Union enterprise not owned or controlled by a non-European Union parent company. |
| 87 | Specification | is the document identified in the Appendix 02 . |
| 88 | Staff | are employees of the <i>Contractor</i> their partners or supply chain in connection with providing the <i>works</i> . |
| 89 | Structured Innovation | An approach to systematically generate ideas faster, leading to multiple best solutions, interlocking with Lean's structured approach to problem solving. |
| 90 | Structured Problem Solving | A structured approach to problem solving, using standard industry best practice tools and processes, interlocking with a structured approach to innovation, leading to multiple best solutions. |
| 91 | Sub-Processor | is a third party (including an Associated Company) engaged by the <i>Supplier</i> to process Data. |
| 92 | Super Region Lot | are the geographical areas identified as Super Regions in accordance with Figure 1 of the Framework Information, each representing a Lot under this framework contract. |
| 93 | Supervisory Authority | is any regulatory, supervisory, governmental or other competent authority with jurisdiction or oversight over the Data Protection Legislation. |
| 94 | Supplier Background IPR | is IPR owned by the <i>Supplier</i> or a third party before the Framework Contract Date or created by the <i>Supplier</i> or a third party independently of the framework contract or any Work Orders, which in each case is or will be used before the <i>defects date</i> for the construction, maintenance, operation and modification of the <i>works</i> . |
| 95 | Supplier Relationship Manager | has the meaning given to is in Annex 19 section 1.7. |

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| 96 | Suppliers | Is the <i>Supplier</i> and the other suppliers appointed to the Pavement Delivery Framework. |
| 97 | Supply Chain Safety Leadership Group | is a group established by the <i>Client</i> with members of its supply chain which aims to focus on improving safety performance across the road network through collaborative working with the supply chain where common risks exist. |
| 98 | System | includes processing equipment, application programs, digital data or digital reference information. |
| 99 | Threshold Level | Is the threshold level of Contract Management Points stated in Framework Information Appendix 04. |
| 100 | Value Allocation | is the <i>selection procedure</i> used by the <i>Client</i> to allocate Package Orders and Work Orders to the Suppliers as set out in section 5 of the Framework Information. |
| 101 | Value Stream | All the actions (both value added and non-value added) currently required to bring a product or service into the arms of the customer. |
| 102 | Visual Performance Management | One of the five key pillars of National Highways Lean deployment. Visual Performance Management is where performance, whether at a project, team, or individual level is recorded and displayed visually. The performance is reviewed regularly to drive continuous improvement where targets are not met. Visual Performance Management is the continuous improvement engine within any organisation. |
| 103 | Waste Walks | A waste audit using standardised forms. |
| 104 | Work Allocation | is the procedure by which the <i>Client</i> amends the distribution of Package Orders and Work Orders intended to be allocated following Value Allocation as set out in section 5 of the Framework Information. |
| 105 | Work Brief | is a document giving details of a Scheme and the activities that a <i>Supplier</i> is being asked to undertake. |
| 106 | Working Area | are the Site and those parts of the <i>working areas</i> which are <ul style="list-style-type: none"> • necessary for Providing the Works, and • used only for work in the contract. unless later changed in accordance with the contract. |
| 107 | Work-Related Road Risk (WRRR) | means any of the Accredited Scheme(s) or Standard(s) for Managing WRRR currently available as set out on the list below (Jan 21) or any revision to this list. Each standard or accreditation is described separately below: |

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| | | <p>ISO39001 - https://www.bsigroup.com/en-GB/iso-39001-road-traffic-safety/Introduction-to-BS-ISO-39001-/</p> <p>BS ISO 39001 sets out the requirements for road traffic safety management best practice, overcoming complacency and improving consistency within and across organizations. It provides guidance to help organisations design their own road traffic safety framework – allowing them to bring all relevant controls and processes into one management system. BS ISO 39001 can also be adapted to organisations of all sizes to help them identify threats to road traffic safety and minimize operational risks. The standard is designed to help implement a best practice framework in the organisations – helping them to meet legal, industry and stakeholder requirements and at the same time reducing their impact on communities and the environment.</p> <p>FORS - https://www.fors-online.org.uk/cms/</p> <p>The Fleet Operator Recognition Scheme (FORS) is a voluntary accreditation scheme for fleet operators which aims to raise the level of quality within fleet operations, and to demonstrate which operators are achieving exemplary levels of best practice in safety, efficiency, and environmental protection.</p> <p>CLOCS - https://www.clocs.org.uk/page/clocs-standard</p> <p>The CLOCS Standard is the direct result of collaboration between the construction and fleet sectors to address shared issues. It draws together evolving and applied best practice from a number of standards, policies and codes of practice to provide one industry standard that can be implemented by regulators, clients, principal contractors and fleet operators.</p> <p>Van Excellence –</p> <p>http://www.vanexcellence.co.uk/about/what-is-van-excellence.html</p> <p>Van Excellence is a scheme designed by some of the best van operators in the UK; facilitated and managed by FTA to recognise excellence and improve operational standards. At its heart is the Van Excellence Code which is a Code of Practice outlining 'what good looks like' in van operations.</p> <p>With “The Code” established, the scheme has been developed to allow operators to ensure their standards of operation meet the requirements as laid out in the Code,</p> |
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| | | <p>thus enabling them to be recognised as van operators that adhere to a best practice framework. The Client has now developed the support available not only to those seeking or who have gained certification, but to all van operators to ensure they are operating to nationally recognised best practice standards.</p> <p>Earned Recognition –</p> <p>https://www.gov.uk/government/collections/dvsa-earned-recognition-guidance-and-forms</p> <p>DVSA earned recognition for vehicle operators is a new way to prove an organisation meets driver and vehicle standards. Organisations regularly share performance information with DVSA. In return, their vehicles are less likely to be stopped for inspections. It's a voluntary scheme that's designed to work for operators of all sizes.</p> |
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