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1 PEOPLE STRATEGY

1.1 EQUALITY DIVERSITY AND INCLUSION

1.1.1 The *Contractor* assists the *Client* in the achievement of its equality, diversity and inclusion (EDI) objectives. The *Client's* objective is to embed principles of equality, diversity and inclusion into all areas of its business, driving real change in how it works with its customers and communities, its supply chain (at any stage of remoteness from the *Client*) and its employees.

The *Client* believes that to achieve its vision of being the world's leading road operator it needs to 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.

This requires the *Client* to work collaboratively with its supply chain (at any stage of remoteness from the *Client*) 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.

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

The *Client* also believes that to achieve outstanding performance it needs to attract, recruit, develop and retain talented people from all groups within the active labour force and then work to ensure an inclusive environment in which all can thrive.

The *Client* expects its supply chain (at any stage of remoteness from the *Client*) to share and promote the same values in terms of equality, diversity and inclusion as well as supporting its wider vision.

1.2 Inclusion Action Plan

1.2.1 The "Inclusion Action Plan" (IAP) (see template in Appendix A below) covers the key areas of EDI.

The IAP focuses attention throughout the *service* on

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

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

- to create an inclusive working culture, practice and environment that leverages the performance advantage that diversity can bring,

- to understand the diverse needs of our customers/ communities and ensuring appropriate action is taken to be 'a good neighbour' throughout the life of the *Client's* contracts and
- by holding themselves and the supply chain (at any stage of remoteness from the *Client*) to account in delivering the above.

The *Contractor* ensures that the IAP is accompanied by relevant contextual information and relates specifically to the contract. The *Contractor* can append key relevant policy documents such as its equality and diversity policy (or equivalent) to the IAP. The IAP relates specifically to the *Contractor's* business.

1.2.2 The IAP names an individual from the *Contractor* to act as the EDI lead to

- 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 The *Contractor* prepares an IAP in accordance with the template provided in Appendix A and submits it to the *Client* for acceptance prior to the Access Date to demonstrate how it develops an iterative approach to supporting the *Client* in meeting its EDI objectives throughout the *service*.

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

The IAP includes

- current EDI position/ baseline - what does the *Contractor's* baseline data say about where it is (this provides some guidance as to the additional actions to be taken or actions to be dis/continued),
- action/ task – what the *Contractor* does to meet the requirements,
- when does this happen – when does the *Contractor* take the action specified above,
- responsible officer – who within the *Contractor's* organisation is responsible for this action,
- resource - the *Contractor* 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 *Contractor* know it has made a tangible difference? What difference has this activity made?

1.2.5 A reason for the *Client* not accepting the IAP is that

- it does not demonstrate how the requirements will be passed down to any subcontractor (at any stage of remoteness from the *Client*),
- it does not demonstrate how the *Contractor*

- 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 *Client*) to account in delivering the plan,
- monitors and evidences year on year improvements or

it does not meet the aims of the equality duties contained within the Discrimination Acts and set out in section S 331 Discrimination of the Scope.

1.2.6 Each quarter, the *Contractor* prepares a progress report against the IAP and provides a copy to the *Client* within 14 days of the end of each quarter. The *Client's* 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 The *Contractor* ensures that the skills, resources and capabilities are in place, in its own organisation and throughout its supply chain (at any stage of remoteness from the *Client*), to deliver the *service* and performance required including

- quantifying and delivering on any new employment opportunities that is generated whilst Providing the Service and outlining how the *Contractor* and its supply chain (at any stage of remoteness from the *Client*)
  - 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 *Client's* 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 *Client* 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 *Contractor* prepares and submits the "Employment and Skills Plan" (ESP) in accordance with the template in Appendix B to the *Client* for acceptance.

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

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

1.3.4 The *Contractor* appoints an individual as employment and skills lead to

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

1.3.5 The *Contractor* submits to the *Client* for acceptance an annual report of the *Contractor's* 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 A reason for the *Client* not accepting the workforce planning annual report is that it does not demonstrate how the *Contractor*

- complies with the contract,
- complies with any guidance issued by the *Client*,
- supports the aims of the Transport Infrastructure Skills Strategy: Building Sustainable Skills or
- successfully addresses any shortfall in staff skills within the *Contractor* or its supply chain (at any stage of remoteness from the *Client*).

1.3.7 The *Contractor* facilitates the *Client*, in undertaking continuous improvement reviews of all information regarding the *Contractor's* progress in delivering against the provisions of employment and skills requirements including

- ensuring that its supply chain (at any stage of remoteness from the *Client*) maintain and retain records relating to the ESP and their compliance with the contract and
- granting or procuring the grant of access to any
    - premises used in the *Contractor's* Providing the Service whether the *Contractor's* own premises or otherwise and
    - equipment (including all computer hardware and software databases) used (whether exclusively or non-exclusively) in Providing the Service, wherever situated and whether the *Contractor's* own equipment or otherwise and
    - complying with the *Client*'s requests for access to senior personnel engaged in Providing the Service.

1.4 Skills and Apprenticeships

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

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 *Contractor* 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 *Contractor* 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 *Contractor* 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 *Contractor* 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	ET	Nov 2020

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1 INFORMATION SYSTEMS

1.1 General Requirement

1.1.1 This Annex sets out the requirements in respect of Information Systems, including systems that

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

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

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

1.1.3 The *Contractor* maintains all its Information Systems so as to enable its

- segregation from any other computer or electronic storage devices, systems, materials or information of the *Contractor* and

transfer to the *Client* or an Incoming Consultant,

efficiently and without additional expense or delay immediately on termination or expiry of the contract.

1.2 *Contractor* Information Systems

1.2.1 The *Contractor* at the *starting date*

- has in place and provides or makes available to the *Client,* appropriate Information Systems (and relevant hardware required to use such Information Systems) of the type set out in section 1.9, to comply with the *Client* information requirements and the contract management information requirements,
- has in place Information Systems (electronic or otherwise) of the type set out in the non-exhaustive list in Table 1, to comply with the *Contractor* 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 *Client*, the *Contractor* uses and interfaces with the *Client's* current systems (Table 2, in 1.10 below) and new systems (Table 3) when available.

The *Client* provides relevant training for all relevant systems provided by the *Client* that are listed in this Annex.

The *Contractor* proposes a list of appropriate Staff to be trained for each requirement for acceptance by the *Client*. The *Contractor* 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 Gateway access requirements

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

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

1.4.2 Unless otherwise agreed with the *Client*, the *Contractor* connects to

the Gateway, using a virtual private network specified by the *Client*.

1.4.3 The *Contractor*

- applies to the *Client* for authorisation to connect to the Gateway and connects to the Gateway in a manner to be specified by the *Client*,
- procures and pays for the installation and ongoing costs of connection of any of its premises or Information Systems to the Gateway through a telecommunications network, taking into account the data volume and the number of the *Contractor's* staff that it expects to use the Gateway,
- arranges suitable support and business continuity for connection to the Gateway,
- facilitates the installation and maintenance of the Gateway by the *Client's* 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 *Contractor* facilitates the implementation of New Systems and any other systems required by the *Client* and
- does not alter any documents provided by the *Client* through the Gateway (which are the exclusive property of the *Client*) without the prior acceptance of the *Client*.

1.4.4 The *Contractor* acknowledges that

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

requests and the *Client* approves a new location.

1.4.6 Other access requirements

- *Client* Information Systems not covered by clause 1.4.1 may be accessed through the internet via third party hosts and using relevant software applications installed on *Contractor* systems. They are not subject to the same security and related access requirements that apply to *Client* Information Systems accessed through the Gateway.
- The *Contractor* may request authorisation and other details regarding Internet access to such *Client* Information Systems from the *Client*.
- The *Contractor* ensures that any device which is used to process *Client* data meets all of the security requirements set out in the National Cyber Security Centre (NCSC) "End User Devices Platform Security Guidance."

1.5 Access Requirements to Information Systems provided by the *Contractor*

1.5.1 The *Contractor* provides the *Client* remote access to the *Contractor's* Information Systems and related documents

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

1.5.2 Any access required by the *Client* to systems provided by the *Contractor* must be made available via the Gateway or by other remote access methods agreed by the *Client*.

1.6 *Contractor* Security and User Access

1.6.1 The *Contractor* ensures that all persons who use *Client* Information Systems for or on behalf of the *Contractor* comply with the *Client's* security requirements.

1.6.2 The *Contractor* is responsible for determining any formal application and security clearance requirements to enable the *Client* to access any Information Systems provided by the *Contractor*. The *Contractor* informs the *Client* of those requirements, including timescales, no later than four weeks after the *starting date*.

1.6.3 The *Contractor* immediately notifies the *Client's* IT Security Team and the help desk when staff with access to the *Client's* IT network, leave their employment.

1.6.4 The *Client* suspends any accounts supplied to persons who use

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

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

1.6.6 The *Client* immediately suspends any accounts supplied to persons who use *Client* Information Systems for or on behalf of the *Contractor* 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 *Contractor*, or they are used from a physical location not agreed with the *Client*. Accounts suspended will not be re-opened until a formal explanation for the account's misuse is provided by the *Contractor*, and in all these cases the *Client* is not liable for any financial penalty or other expense incurred as a result of the *Contractor* failing to meet its commitments.

1.7 Software and Licences

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

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

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

1.8 Liaison and cooperation between *Client* and *Contractor*

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

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

1.9.1 <u>Electronic Document and Records Management</u>

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

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

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

1.10 Information Systems provided by the *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 *Contractor* 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 *Contractor* aligns these systems to meet the *Client's* requirement for the services provided.
Quality Management System	The *Contractor* implements a quality management Information System which will ensure consistency and improvement of working practices. The *Contractor* aligns its quality management Information System to meet the quality requirement used by the *Client.*
Change Control System	This Information System will manage changes to processes and systems
Human Resource Management System (HRMS)	The *Contractor* uses a HRMS to manage issues such as recruitment, skill sets, employee history and payroll
Financial Management System (FMS)	The *Contractor* 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 *Contractor*'s objectives
	or any revised systems notified by the *Client*

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.
CEMAR – (Contract Event Management Analytics and Reporting)	CEMAR is a cloud based NEC contract management system. It is a collaborative tool that requires the two parties; *Client* and *Contractor* to manage contract events through the system as required by good practice NEC contract management. System features include the following: • contract event management through registers e.g. Early Warnings, Compensation Events, *Client* Instructions and more. • application for payments / Invoices • technical queries and Defect management • general communications 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.
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 *Client's* requirements and aspects not covered by requirements, including Specification for Highway Works (SHW) specification departures.

HAPMS	HAPMS is a set of IT systems that hold the following data sets: • approved network master data set • pavement inventory master data set • pavement construction master data set • pavement condition master data set • inventory master data set • traffic data • accident data HAPMS also provides the following business capabilities: • analysis and reporting of data both in map-based and textual formats • integrated tools for the whole life cost optimisation, of proposed pavement maintenance schemes
Highways Agency Geotechnical Data Management System (HAGDMS)	Internet hosted and GIS based geotechnical inventory. Holds details of the Highways England geotechnical asset, together with geological maps, borehole details, and specialist reports.
Highways Agency Drainage Data Management System (HADDMS)	Shares the facilities developed for HAGDMS and exists on the same platform. This provides integrated geotechnical/drainage information.
Lean Tracker System	A system used to capture and track lean benefits.
Highways Agency Environmental Information System (HA) EnvIS	EnvIS consists of specific environmental data supplied by *Contractors*, 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 *Contractors* and the *Client*.
Confirm and ConfirmConnect	The *Contractor* 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.

Network Occupancy Management System (NOMS)	The *Client* 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: • 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 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
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 *Client's* 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 *Client* 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 *Contractor* provides performance data directly into the PMIS.
Finance and Works Management System (PB Confirm)	The *Client* intends to introduce a Finance and Works Management System which will be used to raise and manage works orders. The *Contractor* uses the system and provides such information to the *Client* as required to evidence the *service* provided and costs incurred to Provide the Service.

2 INFORMATION SECURITY

2.1 Security Plan

2.1.1 The *Contractor* prepares a robust information security plan complying with the *Client's* information security requirements and submits it to the *Client* for acceptance. The *Contractor* includes the security plan in its quality management system. The security plan complies with the requirements of ISO/IEC27001 and ISO/IEC27002 and includes procedures which

- ensure compliance with the Data Protection Legislations,
- protect IT systems from viruses and similar threats,
- provide for disaster recovery, and in particular ensure that the Data is safely backed-up and
- provide for the vetting of its employees and Subcontractors' staff in accordance with the *Client's* staff vetting procedures.

2.1.2 The *Contractor* provides training for its employees and Subcontractors in accordance with the security plan.

2.1.3 The *Contractor* does not use any confidential or proprietary information provided to or acquired by it for any purpose other than to Provide the Service. The *Contractor* implements measures to prevent the disclosure of such information by its employees or Subcontractors.

2.1.4 The *Client's* security policy is set out in the documents "Statement of Highways England's IT Security Policy" and Chief Information Officer Memos 01/09, 05/08 and 04/08 (see link in **Annex 02)**.

2.2 Data Collection System

2.2.1 The *Contractor* captures all costs within a data collection system identified by the *Client* in Work Breakdown Structure (WBS) form as a minimum for use on the contract in respect of applications for

payment.

2.2.2 If the *Client's* minimum requirements for the *Contractor's* data collection system are not met, the *Contractor* is required to effect such modifications or enhancements to its own data collection system, or those of its supply chain, as are required, to meet the *Client's* requirements.

2.3 Data Handling Requirements

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

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

2.4 Breech of Security

2.4.1 "Breach of security" is the occurrence of:

- any unauthorised access to or use of the Information Systems, the *Client* Premises, the survey sites, the Service Provider System, the *Client* System (to the extent that it is under the control of the *Contractor*) and/or any IT, information or data (including the confidential information and the *Client* Data) used by the *Client* and/or the *Contractor* in connection with the contract; and/or
- the loss (physical or otherwise), corruption and/or unauthorised disclosure of any information or data (including the confidential information and the *Client* Data), including any copies of such information or data, used by the *Client* and/or the *Contractor* in connection with the contract.

2.4.2 The *Contractor* 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 *Contractor* makes a full log of Security Incidents available to the *Client* on request, and in any case on a quarterly basis. All Security Incidents defined as a Major Incident will be reported to the *Client* as soon as practicable (in any case within twenty four (24) hours of the *Contractor* becoming aware of the Incident).

2.4.3 The Security Incident management process (see **Annex 02**), as a minimum, requires the *Contractor* upon becoming aware of a Breach of Security or an attempted Breach of Security to:

- immediately take all reasonable steps (which includes any action or changes reasonably required by the *Client* which will be completed within such timescales as the *Client* may reasonably require) necessary to:
    - minimise the extent of actual or potential harm caused by such breach of security
    - remedy such breach of security to the extent possible and protect the integrity of the Information System against any such potential or future attempt 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 *Contractor*, if the mitigation adversely affects the *Contractor*'s ability to deliver the Services so as to meet any Performance Indicator, the *Contractor* is granted relief against the failure to meet such affected Performance Indicator for such period as the *Client*, acting reasonably, may specify by written notice to the Service Provider; and
    - prevent a further breach of security or attempted breach of security in the future exploiting the same root cause failure
- as soon as reasonably practicable and, in any event, within 2 working days, following the breach of security or attempted breach of security, provide to the *Client* full details of the breach of security or attempted breach of security, including a root cause analysis where required by the *Client*.

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 *Contractor* at no cost to the *Client*.

Highways England Company Limited

Sample only - will be issued if applicable

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	ET	Nov 2020

Sample only - will be issued if applicable

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2. Novation 6
3. New Client's Undertakings 6
4. Payment of Sums Due 6
5. Notices 6
6. Governing Law and Disputes 7
Execution Page 8

Sample only - will be issued if applicable

HIGHWAYS ENGLAND COMPANY LIMITED
as Old Client

[●]
as New Client

[●]
as Contractor

Sample only - will be issued if applicable

DEED OF NOVATION

relating to a term service short contract for the provision of Technical Surveys and Testing – Pavement (non-intrusive) in Highways England Region [●]

DATED [●]

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

Sample only - Not to be used if not applicable

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

Sample only - Withheld if applicable

	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.

Sample only - will be issued if applicable

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 **HIGHWAYS ENGLAND COMPANY LIMITED** by affixing its common seal in the presence of:	
	Authorised Signatory

Sample only - will be issued if applicable

Highways England Company Limited

Sample only - will be issued if applicable

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	ET	Nov 2020

Sample only - will be issued if applicable

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3. New Contractor's Undertakings 6
4. Payment of Sums Due 6
5. Notices 6
6. Governing Law and Disputes 7
Execution Page 8

Sample only - will be issued if applicable

HIGHWAYS ENGLAND COMPANY LIMITED
as Client

[●]
as New Contractor

[●]
as Old Contractor

DEED OF NOVATION

relating to a term service short contract for the provision of Technical Surveys and Testing – Pavement (non-intrusive) in Highways England Region [●]

Sample only - Will be issued if applicable

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.

Sample only - Not to be used if not applicable

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).

Sample only - will be issued if applicable

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

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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 **HIGHWAYS ENGLAND COMPANY LIMITED** by affixing its common seal in the presence of:	
	Authorised Signatory

Sample only - will be issued if applicable

Highways England Company Limited

Scope

Health and Safety

Annex 15