

TMTii 50 - Asset Data Capture Surveys

Term Service Contract Service Information

Contents

SI 100 DESCRIPTION OF THE SERVICE	4
GEOGRAPHIC SCOPE	4
SI 110 Overall objectives.....	5
SI 205 General Constraints.....	7
SI 210 Confidentiality.....	12
S1 215 Security and protection of the Affected Property.....	13
SI 220 Security and identification of people.....	13
TASK A – IMAGERY	14
Scope.....	14
Programming.....	14
Equipment.....	15
Methodology.....	15
Deliverables.....	15
TASK B – LIDAR	16
Scope.....	16
Programming.....	17
Equipment.....	17
Methodology.....	17
Deliverables.....	18
Classification.....	19
TASK C – CARRIAGEWAY INVENTORY	20
Scope.....	20
Programming.....	20
Methodology.....	20
Deliverables.....	21
SI 400 THE CONTRACTOR'S PLAN	22
SI 405 Plan requirements.....	22
SI 410 Methodology Statement.....	22
SI 415 Work of the <i>Employer</i> and Others.....	22
SI 425 Revised plan.....	22
SI 500 QUALITY MANAGEMENT	23
SI 510 Quality Statement.....	23
SI 515 Quality Management System.....	23
SI 610 Management of tests and inspections.....	25
SI 620 <i>Service Manager's</i> procedures for inspections and watching tests.....	25
SI 700 MANAGEMENT OF THE SERVICE	25

SI 705 Management of team - Others.....	25
SI 710 Communications	25
SI 715 Payment provisions financial reporting.....	26
SI 900 SERVICES AND OTHERS THINGS TO BE PROVIDED	27
SI 905 Services and other things for the use of <i>the Employer, Service Manager or Others</i> to be provided by the <i>Contractor</i>	27
SI 910 Services and other things for the use of <i>the Employer</i>	27
SI 915 Access to information at the end of the <i>service period</i>	27
SI 1000 HEALTH AND SAFETY	27
SI 1005 Health and Safety Requirement	27
SI 1010 Method statements	28
SI 1015 Legal requirements.....	28
SI 1020 Inspections.....	28
SI 1100 SUBCONTRACTING	28
SI 1105 Restrictions or requirements for subcontracting.....	28
SI 1110 Acceptance procedure	29
SI 1200 ACCEPTANCE OR PROCUREMENT PROCEDURE (OPTION C & E).....	29
SI 1710 Programme arrangement.....	30
SI 1720 Work of <i>Employer</i> and others	30
SI 1725 Information required.....	30
SI 1800 EMPLOYER'S SERVICE SPECIFICATIONS AND DRAWINGS.....	30
SI 1805 <i>Employer's</i> service specification	30
SI 1810 Drawings.....	30
APPENDIX A – INSURANCES	31
APPENDIX B - BPSS COMPLIANCE.....	35
APPENDIX C - FORM OF PARENT COMPANY GUARANTEE	42
APPENDIX D - FORM OF NOVATION AGREEMENT	49
APPENDIX E - FORM OF NOVATION AGREEMENT (FOR USE WHEN A TASK ORDER IS TO BE NOVATED).	53
APPENDIX F - DECLARATION OF INTEREST FORM.....	59
APPENDIX G – DATA PROTECTION	64

SI 100 Description of the service

The *Contractor* Provides the Service in accordance with the Service Information.

The *Employer* requires the *Contractor* to provide and manage the *service* as described below.

There are three maintenance delivery contract types detailed within this Service Information; Asset Delivery (AD), Asset Support Contract (ASC) and Design Build Finance and Operate (DBFO) models, which is of a fixed requirement that will be delivered to the scope and timescales set out in this specification.

Table 1 provides a summary of the deliverables, further detail is provided in SI 110 of this Service Information.

Task	Deliverable
A	Mobile Mapping System (MMS) dataset – Imagery: <ul style="list-style-type: none"> - Lane 1 Motorway/Dual carriageway sections; - Both directions Two Way Single carriageway sections, and; - Exit, Entry Slip roads, All Purpose Trunk Road (APTR) Junctions (outer lane) and Roundabouts (inner/middle lane).
B	MMS dataset – Light Detection And Ranging (LiDAR): <ul style="list-style-type: none"> - Lane 2 Motorway/Dual carriageway sections; - Both directions Two Way Single carriageway section, and; - Exit, Entry Slip road, APTR junctions (outer lane) and Roundabouts (inner/middle lane).
C	Carriageway Classes (ex. Reference Marker): Review and update the inventory for routes which have been subject to change since 2015 as per version 7 of Asset Data Management Manual (ADMM) and this task brief.

Table 1: Task Deliverables

Geographic Scope

This Service Information relates to all AD, ASC and DBFO areas within the Strategic Road Network (SRN) (as defined in Table 2). All requirement deliverables will be supplied by the *Contractor*.

Area Name	Contract Type	Carriageway Km	Survey Km
Area 7	AD	1592.1	1719.7
Area 13	AD	697.5	830.9
Area 14	AD	634.7	712.8
SW (Area 1 & 2)	AD	1665.7	1893.0
A1 D2D DBFO	DBFO	124.5	124.5
A19 DBFO	DBFO	309.0	309.5
A1M DBFO	DBFO	55.8	55.8
A249 DBFO	DBFO	41.1	44.9
A30/A35 DBFO	DBFO	161.5	223.9
A417/A419 DBFO	DBFO	121.8	127.2
A50 DBFO	DBFO	139.1	139.3
A69 DBFO	DBFO	128.0	180.0
M1/A1 DBFO	DBFO	96.5	96.5
M25 DBFO	DBFO	1031.9	1036.5
M40 DBFO	DBFO	291.3	291.5
M6 Toll Road DBFO	DBFO	107.6	108.0
Second Severn Crossing	DBFO	28.2	28.2
Area 10	ASC	1299.7	1318.2
Area 12	ASC	1152.9	1240.2
Area 3	ASC	1264.3	1295.0
Area 4	ASC	948.2	1083.0
Area 6	ASC	1232.1	1368.6
Area 8	ASC	831.7	870.5
Area 9	ASC	1600.3	1809.7
Total		15,555.5	16,907.7

Table 2: Task areas

Identified and Defined Terms

In this Service Information, terms identified in the Contract Data are in italics and defined terms have capital initials. Other terms used with capital letters are defined in the Conditions of Contract or have the meaning given to them elsewhere.

SI 110 Overall objectives

The *Employer* is Highways England the government company charged with operating, maintaining and improving England's motorways and major A roads, including modernising and maintaining the highways. We also manage - and help prevent - incidents on England's motorways through our Traffic Officer Service.

The *Employer* manages around 4,300 miles of carriageway and is made up of motorways and trunk roads.

The objectives of this contract are:

1. To support the roll out of AD contracts by providing up to date, accurate asset inventory information, to support the tender and subsequent startup of the contract
2. To support the effective handback of DBFO routes, from the DBFO supplier to the *Employer*, by ensuring data held by the companies is compliant with the *Employers* standards
3. To support AD contract areas by supplying up to date imagery every 6 months, to assist with completing long stop condition surveys by enabling a desk based study rather than on site, which in turn improves safety
4. To support completion of action 123 of the *Employers* [Health and Safety Plan](#), which states that we must “develop a consistent corporate standard for provision of asset information, including asset type and location ... and develop a process for asset data collection”.

Detailed description scope of service

The *Employer* requires the *Contractor* to Provide the Service as detailed below. This is detailed in Contract Data Part One.

Environmental requirements

Not used

Use of the Site

If the *Contractor* requires access to depots to park the survey vehicle, contact details for the *Employer's* compounds can be obtained from the *Service Manager* and contact should be made by the *Contractor* to arrange access.

Access

Not used

Deliveries

In Providing the Service *Contractor* complies with the *Employer's* policy and procedures relating to deliveries, which is the Highways England Data Handling Policy.

Working hours

In Providing the Service the *Contractor* complies with the *Employer's* policy and procedures relating to working hours, which is Highways England Working Time Regulations Policy.

Employer's specific policies and procedures

Not used

Insurances

The *Contractor* is required to have in place Insurances as described in the Insurance Table shown in [Appendix A](#).

The *Contractor* discharges all its obligations under the Insurance Act 2015 when placing, renewing or maintaining any insurances required by the contract, including

- complying with the duty of fair presentation to the insurers and
- taking the actions needed to protect the *Employer's* separate interests where the *Employer* is required to be named as an insured party.

Escrow

Not Used

Specifications

Please refer to SI 110 for the specifications required for this contract, particularly tables 4, 5, 7, 8 and 11.

The *Contractor* is not required to provide any equipment for the *Employer's* use.

SI 200 General constraints on how the *Contractor* Provides the Service

SI 205 General Constraints

Energy Efficiency

The Contractor complies with PPN7/24 entitled "Implementing Article 6 of the Energy Efficiency Directive"

- in Providing the Service, and
- in the purchase of new product for use by Contractor partially or wholly for the purpose of Providing the Service comply with the standard for products in Directive 2012/27/EU.

The Contractor demonstrates to the Service Manager how, through Providing the Service, any new products purchased by the Contractor for use partially or wholly for

the purpose of Providing the Service complies with the requirements of Procurement Policy Note 7/14 entitled “Implementing Article 6 of the Energy Efficiency Directive. (<https://www.gov.uk/government/publications/procurement-policy-note-0714-implementing-energy-efficiency-directive-article-6>)

1. Data Protection

1.1. Definitions

1. **Data** is all Personal Data collected, generated or otherwise processed by the *Contractor* in the course of Providing the Service.
2. **Data Protection Acts** are
 - a) prior to 25 May 2018, the Data Protection Act 1998 (as amended),
 - b) from 25 May 2018, the General Data Protection Regulation (EU2016/679) and
 - c) at all times, any other data protection laws and regulations applicable in England and Wales.
3. **Data Subject** is an individual who is the subject of Personal Data.
4. **EEA** is the European Economic Area
5. **Personal Data** is any data relating to an identified or identifiable individual that are within the scope of protection as “personal data” under the Data Protection Acts.
6. **Security Incident** is a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Data.
7. **Sub-Processor** is a third party (including Associated Company) engaged by the *Contractor* to process Data.
8. **Supervisory Authority** is any regulatory, supervisory, governmental or other competent authority with jurisdiction or oversight over the Data Protection Acts.

1.2. For the purposes of this contract and the Data Protection Acts

- the *Employer* is the Data Controller, and
- the *Contractor* is the Data Processor and
- this section and Appendix G together constitute a data processing agreement where required by the Data Protection Acts.

1.3. The *Contractor* processes the Data in accordance with the Data Protection Acts and only to the extent necessary for the purpose of performing his obligations under this contract.

1.4. The *Contractor* does not knowingly do anything or permit anything to be done which might lead to a breach of the Data Protection Acts by either Party.

1.5. The *Contractor* obtains and maintains throughout the *service period* all registrations and notifications that it is obliged to obtain and maintain pursuant to the Data Protection Acts in respect of Providing the Service.

-
- 1.6. The *Contractor* only processes Data to the extent it relates to;
- the types of Data,
 - the categories of Data Subject and
 - the nature and purpose
- Set out in Appendix G and only for the duration specified in Appendix G.
- 1.7. Without prejudice to this section the *Contractor* processes the Data only in accordance with the instructions of the *Service Manager*, unless the *Contractor* is required to process Data for other reasons under the laws of the European Union (or a member state of the EEA) to which the *Service Manager* is subject. If the *Contractor* is required to process the Data for these other reasons, it informs the *Service Manager* before carrying out the processing, unless prohibited by relevant law.
- 1.8. The *Contractor* immediately informs the *Service Manager* if it believes that an instruction infringes the Data Protection Acts or any other applicable law.
- 1.9. The *Contractor* has in place and maintains for as long as it holds any Data in accordance with then current good industry practice, taking into account the state of the art, the costs of implementing and the nature, scope, context and purposes of processing
- appropriate technical and organisational measures (having regard to the nature of the Data) to protect the Data against accidental, unauthorised or unlawful processing, destruction, loss, damage, alteration or disclosure and
 - adequate security programmes and procedures to ensure that unauthorised persons do not have access to the Data or to any equipment used to process the Data,
- in each case to ensure that the *Contractor's* processing is in accordance with the Data Protection Acts and protects the rights of Data Subjects.
- 1.10. The *Contractor* ensures that all persons authorised to process Data are bound by obligations equivalent to those set out in clause Z12 (Confidentiality) and this section and are aware of the *Contractor's* obligations under the contract and the Data Protection Acts.
- 1.11. The *Contractor* ensures access to the Data is limited to those persons who need access in order for the *Contractor* to perform its obligations under the contract and (in each case) to such parts of the Data as are strictly necessary for performance of that person's duties.
- 1.12. Where the *Contractor* obtains or collects Personal Data on behalf of the *Employer*, the *Contractor*
- provides to Data Subjects a data protection notice in a form accepted by the *Service Manager* informing the Data Subject of the identity of the *Employer*, the identify of any data protection representative it may have appointed, the purpose or purposes for which their Personal

Data will be processed and any other information which is necessary having regard to the specific circumstances in which the Personal Data is, or is to be, processed to enable processing in respect of the Data Subject to be fair and

- where applicable, obtains all necessary consents for the processing of Data.
- 1.13. On request, the *Contractor*, takes all necessary actions and provides the *Service Manager* with all reasonable assistance necessary for the *Employer* to comply with its obligations under the Data Protection Acts in relation to the rights of Data Subjects, including;
- the provision of access to, and information relating to, Data,
 - the rectification of inaccurate Data,
 - the permanent erasure of Data,
 - the restriction of processing of Data,
 - the provision of a copy of Data in machine readable format, and
 - the transfer of Data to a third party.
- 1.14. The *Contractor* immediately notifies the *Service Manager* if it receives
- a request from and Data Subject whose Personal Data it holds to access their Personal Data,
 - a complaint or request relating to the *Employer's* obligations under the Data Protection Acts, or
 - a request from any Supervisory Authority for assistance or information, unless provided by relevant law.
- 1.15. The *Contractor* assists and co-operates with the *Service Manager* in relation to any complaint or request received, including
- providing full details of the complaint or request
 - complying with the request within the time limits set out in the Data Protection Acts and in accordance with the instructions of the *Service Manager*, and
 - promptly providing the *Employer* with any Personal Data and any other information requested by it to enable it to respond to the request.
- 1.16. The *Contractor* does not process the Data outside the EEA (other than in the United Kingdom) without the agreement of the *Service Manager*. Where the *Employer* agrees, the *Contractor*
- provides evidence (acceptable to the *Employer*) of appropriate safeguards as required by the Data Protections Acts and
 - complies with the instructions of the *Service Manager*.
- 1.17. Prior to allowing a Sub-Processor to process any Data, the *Contractor* enters into a written agreement with the Sub-Processor under which the Sub-

Processor is obliged to comply with the terms of this section. The *Contractor* remains fully liable to the *Employer* for any acts or omissions of any Sub-Processors.

- 1.18. The *Contractor* complies with the requirements of the *Employer* in relation to the storage, dispatch and disposal of Data in any form or medium. Any requirement for the *Contractor* to destroy or delete copies of the Data is subject to any law of the European Union (or a member state of the EEA) to which the *Contractor* is subject that requires Data to be retained.
- 1.19. The *Contractor* notifies the *Service Manager* within 24 hours of becoming aware of a Security Incident or any other breach of this section. The notification includes, as far as possible
 - a description of the nature of the Security Incident, including the categories and approximate number of Data Subjects concerned,
 - the likely consequences of the breach and
 - the measures taken, or to be taken, to address the breach, including measures taken to mitigate any possible adverse effects.
- 1.20. In the event of a Security Incident, the *Contractor* provides the *Service Manager* with full co-operation and assistance in dealing with the Security Incident, in particular in notifying individuals affected by the Security Incident or a Supervisory Authority as required by the Data Protection Acts.
- 1.21. On request (but not more than once in any 12 month period) the *Contractor* provides to the *Service Manager* all necessary information to demonstrate the *Contractor's* compliance with this section.
- 1.22. The *Contractor* promptly provides all assistance and information requested by any Supervisory Authority or required by the *Service Manager* in order for the *Employer* to ensure compliance with its obligations under the Data Protection Acts, including in relation to
 - security of processing,
 - preparation of any necessary data protection impact assessments and
 - undertaking any necessary data protection consultations.
- 1.23. The *Contractor* maintains electronic records of all processing activities carried out on behalf of the *Employer*, including:
 - the information described in this section
 - the different types of processing being carried out (if applicable),

- any transfers of Data outside of the EEA or the United Kingdom, identifying the relevant country or international organisation and any documentation required to demonstrate suitable safeguards and
- a description of the technical and organisational security measures referred in this section.

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

- 1.24. If it is or becomes a requirement that, under the Data Protection Acts or other applicable laws, this section must be governed by the laws of a member state of the European Union, and the *law of the contract* does not or ceases to satisfy this requirement, this section is governed by and construed in accordance with the laws of Ireland.
- 1.25. A failure to comply with this section is treated as a substantial failure by the *Contractor* to comply with its obligations.

SI 210 Confidentiality

Not Used

SI 211 Conflict of Interest

The *Contractor* does not take an action which would cause a conflict of interest to arise in connection with this contract. The *Contractor* notifies the *Service Manager* if there is any uncertainty about whether a conflict of interest may exist or arise.

The *Contractor* notifies his employees and Subcontractors (at any stage of remoteness from the *Employer*), and ensures any Subcontractor informs its employees, who are Providing the Service, that they do not take an action which would cause an actual or potential conflict of interest to arise in connection with the *services*.

The *Contractor* ensures that any employee and that any Subcontractor (at any stage of remoteness from the *Employer*) ensures any of its employees, who are Providing the Service, completes a declaration of interests in the form set out in [Appendix F](#). The *Contractor* issues to the *Service Manager* any completed declaration of interests.

The *Contractor*

- procures any Subcontractor (at any stage of remoteness from the *Employer*) immediately notifies the *Contractor* and *Service Manager* if there is any uncertainty about whether a conflict of interest may exist or arise and
- immediately notifies the *Service Manager* if there is any uncertainty about whether a conflict of interest may exist or arise.

If the *Contractor* or Subcontractor (at any stage of remoteness from the *Employer*) notifies the *Service Manager*, the *Service Manager* may

- require the *Contractor* to stop Providing the Service until any conflict of interest is resolved,
- require the *Contractor* to submit to the *Service Manager* for acceptance a proposal to remedy the actual or potential conflict of interest.

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

SI 215 Security and protection of the Affected Property

Not Used

SI 220 Security and identification of people

The *Contractor* carries out basic security checks on his employees and *Subcontractors* before they are involved in Providing the Service.

SI 225 Protection of the Affected Property

The *Contractor* will be held responsible for any damage they may cause to any part of the existing motorway infrastructure and all costs or repairs and/or renewal thereof shall be the responsibility of the *Contractor*.

SI 230 Protection of work on the Affected Property

Not Used

SI 235 Condition Survey

Not Used

SI 245 Consideration of Others

The *Contractor* is to restrict work to avoid disturbance to the general public or occupiers to adjacent premises including Affected Property

The *Contractor* is to adhere to any scheme requirements to restrict work to avoid disturbance to the general public or occupiers to adjacent premises including Affected Property.

SI 300 *Employer's* requirements

SI 310 *Employer's* requirements

Task A – Imagery

Scope

The *Contractor* must provide a comprehensive set of images (as defined in Table 5) covering the entire Highways England SRN for all areas and durations (as defined in Table 3) and within the defined the task period.

Contract Type	Duration	Carriageway Km		Imagery Survey Km	
		Yearly	Total	Yearly	Total
AD	Twice/Year – 6 month interval, years 1 to 3 inclusive	4,590.0	27,539.8	5,156.4	30,938.6
ASC	Once/Year, years 1 to 3 inclusive	8,329.2	24,987.7	8,985.3	26,955.8
DBFO	Year 1 and 3	2,636.3	5,272.6	2,765.9	5,531.9
Total		15,555.5	57,800.1	16,907.6	63,426.3

Table 3: Task areas and durations

The requirements relating to the handover of deliverables are driven by a need to minimise the time between data capture and the data being made available for use by the *Employer* and its supply chain.

A key driver is the need to be able to process the MMS datasets in order to derive asset information within and outside of this task brief. Following the approach taken on the *Employers* previous machine survey contracts, survey data can be captured, processed and made available for use in regular area based batches.

To ensure there is no impact on the quality of survey data, no constraints have been introduced to this task which would control/limit when data is collected (i.e. a requirement for a certain amount of data to be handed over in a certain fixed period). However, once collected, data will be subject to a delivery timescale with regular handover of deliverables.

Programming

In order to meet multiple objectives of the *Employer*, the *Contractor* must prioritise provision of imagery datasets as given in Table 2.

The *Contractor* must supply a programme of imagery deliverables as given in **Table 5** within 10 days of task award to the *Employer*.

The *Contractor* must ensure that they use the latest 1:2500 maintenance network idealisation to both plan and survey against to safeguard against missing sections and/or routes.

If any sections and/or routes cannot be surveyed due to an ongoing scheme, the duration of which exceeds that for the planned survey in that area, then a record of such locations will be handed over to the *Employer* in Excel, or other agreed format.

Equipment

The *Employer* considers the minimum requirements set out below mandatory and fundamental to achieving the required quality deliverables.

1. The *Contractor* must use survey equipment which complies with the requirements outlined in **Table 4**.

Number of Cameras	4
Resolution	≥1.5 and ≤5 Megapixel
Image Spacing	2m
Angles	Front, Rear, Left and Right Oblique (at 45° from front)

Table 4: Imagery Hardware Requirement

2. A number of equipment types and configurations are considered to be able to achieve the outcome specified in this Service Information. Therefore the *Contractor* should note the equipment they will use and confirm it will achieve the requirements of the deliverable; Global Positioning Systems (GPS), inertial measurement units and similar technology would be expected.

Methodology

All imagery capture shall be carried out during daylight hours (depending on the time of the year), the exact time of capture shall be at an appropriate time to minimise effects of vignetting and flaring due to sunlight on the lens.

No imagery shall be captured during periods of inclement weather i.e. light or heavy rain, snow, dense mist/fog. Following on from prolonged periods of rain or snow, the road surface shall be free from standing water before imagery capture commences.

Imagery Redaction - General Data Protection Regulation (GDPR) Requirements

As the new EU data protection laws came into force on the 25th May 2018, protecting the privacy of the personal information of all EU citizens, Highways England need to ensure the data captured is compliant. The ADC data is stored and viewed through the company's Asset Visualisation and Information System, (AVIS) and as such must ensure the data held within it is both secure and private.

Due to the very nature of AVIS imagery data coming from the ADC contract, it is necessary to ensure that any personal information recorded during the data capture phase is redacted. Personal data in this instance relates to vehicle registration number and faces, and their associated location at the time of capture. Number plates and individuals faces need to be redacted from the images by the *Contractor* to ensure they are removed prior to loading them onto AVIS.

Quality assurance of the redaction process and outcomes will be carried out by the *Employer* prior to acceptance to ensure compliance with the contract and/or the levels of redaction required

Deliverables

The *Contractor* must deliver complete coverage in comparison to the latest 1:2500 maintenance network, which would be provided, with the exception of identified roadworks locations. In addition the start and end of each route boundary must overlap with the adjoining routes by no less than 100m and no more than 200m in the

direction of travel for main carriageway sections and by no less than 50m and no more than 100m for exit/entry slips road and other junctions.

Redacted imagery datasets for any particular area shall be delivered within 20 working days from the last day of surveying of the respective area.

The *Contractor* must supply such datasets on hard disc to the *Employer* via a 'next working day' courier service. The *Employer* will inform the *Contractor* of UK mainland address.

All imagery must be provided in line with the requirements set out in **Table 5**.

Structure Hierarchy	Area\Route\Imagery
Naming convention	Camera_Run_Image i.e. 1_00001_01
Format	Jpeg
Compression	Lossy $\geq 10:1$ and $\leq 30:1$
Redaction	$\geq 95\%$ Number plates, $\geq 90\%$ Faces; $\leq 5\%$ false obscuration of Company assets
Ordering	<ol style="list-style-type: none"> 1. Mainline <ol style="list-style-type: none"> i. General nominated direction in direction of travel ii. General non-nominated direction in direction of travel 2. Slips, Grade Separated Junctions and Oxbow Lay-bys <ol style="list-style-type: none"> i. Ordered by nominated direction and geographic order
Projection	OSGB36 datum - Ordnance Survey Great Britain 1936
Information to be provided/image set (Shapefile, XLS or CSV)	Unique record ID (simple numeric), Easting, Northing, Date of capture, Time of capture, Altitude, Heading, Pitch, Roll and Yaw, 'Mainline' or 'Slip' (to identify if the image is part of a mainline section or slip road, oxbow, etc.), Lever arm distance in mm (X, Y and Z) relative to IMU to 5mm
Quality of Imagery	$\geq 95\%$ to be bright and clear by route and by area
Absolute Accuracy (mm)	$\leq 2000\text{mm}$, 2σ

Table 5: Imagery Deliverable

Task B – LiDAR

Scope

The *Contractor* must provide a comprehensive set of LiDAR deliverable (as defined in Table 7) within the *Employer* AD, ASC and DBFO areas and durations (as defined Table 6) and within the defined the task period.

Contract Type	Duration	Carriageway Km	LiDAR Survey Km
		Total	Total
AD	Year 1	4,590.0	5,156.4
ASC	Year 2	8,329.2	8,985.3
DBFO	Year 3	2,636.3	2,765.9
Total		15,555.5	16,907.6

Table 6: Task areas and durations

The requirements relating to the handover of deliverables are driven by a need to minimise the time between data capture and the data being made available for use by the *Employer* and its supply chain.

A key driver is the need to be able to process the MMS datasets in order to derive asset information within and outside of this Service Information. Following the

approach taken on the *Employers* previous machine survey contracts, survey data can be captured, processed and made available for use in regular area based batches.

To ensure there is no impact on the quality of survey data, no constraints have been introduced to this task which would control/limit when data is collected (i.e. a requirement for a certain amount of data to be handed over in a certain fixed period). However, once collected, data will be subject to a delivery timescale with regular handover of deliverables.

Programming

The *Contractor* must supply a programme of LiDAR deliverables as given in Table 8 within 10 days of contract award to the *Employer*.

The *Contractor* must ensure that they use the latest 1:2500 maintenance network idealisation to both plan and survey against to safeguard against missing sections and/or routes.

If any sections and/or routes cannot be surveyed due to an ongoing scheme, the duration of which is longer than the planned surveying for that area, then a record of such locations will be handed over to the *Employer* in Excel, or other agreed format.

Equipment

The *Employer* considers the minimum requirements set out below mandatory and fundamental to achieving the required quality deliverables.

3. The *Contractor* must use survey equipment which complies with the requirements outlined in Table 7.

No. of Sensors	2
Range Precision	≤10mm
Field of View	360°
Scan Frequency (Hz)	To be stated by the Contractor
Laser Class	Class 1 Eye Safe

Table 7: LiDAR Hardware Requirement

Scan frequency has not been specified as the deliverable is outcome based; i.e. a point cloud of 500 points per square metre and an inter-point spacing of 100mm will allow the supplier freedom to carry out one or more runs dependent upon the frequency of the scanners used.

A number of equipment types and configurations are considered to be able to achieve the outcome specified in this Service Information. Therefore the *Contractor* should note the equipment they will use and confirm it will achieve the requirements of the deliverable; Global Positioning Systems, Inertial Measurement Units and similar technology would be expected.

Methodology

All LiDAR capture shall be carried out during night time hours, the exact time of capture shall be at an appropriate time to minimise effects of occlusion due to traffic density. This means surveying should be programmed to coincide with low traffic flows for any particular route, although capture during other periods may be

appropriate where point cloud density is being increased by carrying out a number of runs.

No LiDAR shall be captured during periods of inclement weather i.e. light or heavy rain, snow, dense mist/fog. Following any period of rain or snow, the road surface shall be visually free from moisture before LiDAR capture commences.

Deliverables

The *Contractor* must deliver complete coverage in comparison to the latest 1:2500 maintenance network idealisation, with the exception of identified roadworks locations. In addition the start and end of each route boundary must overlap with the adjoining routes by no less than 50m and no more than 100m in the direction of travel for main carriageway sections and by no less than 25m and no more than 50m for exit/entry slips road and other junctions.

LiDAR point cloud datasets for any particular area shall be delivered within 30 working days from the last day of surveying of the respective area.

The *Contractor* must supply such datasets on hard disc to the *Employer* via a 'next working day' courier service. The *Employer* will inform the *Contractor* of UK mainland address.

All LiDAR point cloud deliverables must be provided in line with the requirements set out in Table 8.

File Structure Hierarchy	Area\Route\LiDAR	
File naming convention	Road Number_XMin_YMin i.e. M69_441850_288725.las	
File Size	Not to exceed 300Mb	
Partitioning into blocks	Along the road direction every 0.2km (± 0.05 km) and every 0.1km (± 0.05 km) in cases of roundabouts and junctions (See Annex A)	
File Format	ASPRS LAS 1.4 –R6 2011/0815 with the following amendments to the point data record format; User Data = Scanner number 0 to 255 Point Source ID = Flightline number 0 to 65535 Intensity Values = Native Radiometric Resolution	
Projection	OSGB36 datum - Ordnance Survey Great Britain 1936	
Range Limitation	50m	
Flightline Matching	<30mm, 2σ	
Classification	0 - Created, never classified 1 - Unclassified 2 - Ground 3 - Low Vegetation 4 - Medium Vegetation 5 - High Vegetation 6 - Building 9 - Water 11 - Road Surface	95% classification accuracy
On Carriageway Points/m²	≥ 500 mm for all trafficked lanes inc. hard shoulder	
Inter-point spacing	≤ 100 mm for all trafficked lanes inc. hard shoulder	
Relative Accuracy	<10mm, 2σ	
Absolute Accuracy	<30mm, 2σ	
Asset occlusion	<95%	

Table 8: LiDAR Deliverable

Classification

The *Contractor* must undertake a process to produce the classification as stated in Table 8 in accordance with the American Society for Photogrammetry and Remote Sensing (ASPRS) 1.4 classification schema, however, the *Employer* requires the following improvements:

- Class 0 – Created, Never Classified – by mutual exclusion for other classes this class should only contain other manmade elements such as Safety Barriers, Bridges, Wires, Signs etc.
- Class 1-Unclassified shall be used by the *Contractor* for classification of transient objects within the point cloud i.e. vehicles, cyclists and pedestrian in order that these points can be isolated during visualisation and secondary processing.
- Class 11-Road Surface, must only contain points that belong to the hard, paved surface of the road running lanes, including hard shoulders, making sure white line edge road markings are included.

The pavement surface class must not contain:

- Soft surface points such as bare soil or vegetated areas
- High points such as safety fences, bridges, elevated sections
- Transient objects such as vehicles or pedestrians

- Channels, although hard surface it does not belong to the running lane
- Central reserve, regardless whether it is hard or soft surface
- Side and top of kerb
- Any erroneous points that do not belong to the road surface

Task C – Carriageway Inventory

Scope

The *Contractor* must provide a comprehensive set of inventory deliverables (as defined in Table 10) within Highways England DBFO areas and durations (as defined Table 9) and within the defined the task period.

Contract Type	Duration	Carriageway Km
DBFO	Year 1	2,636.3

Table 9: Task areas and durations

Programming

The *Contractor* must supply a programme of inventory deliverables as given in Table 10 within 10 days of task award to the *Employer*.

Methodology

The *Contractor* is required to update the carriageway classes inventory using the latest imagery from Task A for the respective areas comparing/updating to the previously created inventory (to be provided) in accordance with the version 7 of Asset Data Management Manual (ADMM) Additional Information document and associated Data Dictionary (see Table **Error! Reference source not found.** 10 for asset types) for mandatory and where possible optional and required attributes, also taking into account of any changes to the 1:2500 maintenance network idealisation (to be provided) i.e. creating new inventory for new and/or changed sections or associating existing inventory against the latest idealisation i.e. sections and associated chainage.

The *Contractor* will confirm with the *Employer* that they are in receipt of version 7 of the ADMM prior to undertaking any asset digitisation.

Asset Types		
Arrester Bed	Environmental Station	Pedestrian Crossing
Bollard	Equipment Store	Pedestrian Guard Rail
Bridleway	ERT Post and Casing	Post (Signs)
Carriageway Gate	Feeder Pillar	Post (Traffic Signal)
Cattle Grid	Fence Gate	Rest Area
Central Island	Fence, Environmental Barrier and Wall (Non-Structural)	Road Stud
Central Reserve	Footway	Sign Face
Combined Cycle Track and Footway	Handrail	Snow Gate
Communication Cabinet	Hard Standing	Spill Kit
Crash Cushion	Hatched Road Marking	Steps
Crossover	Kerb	Stile
Cycle Track	Lighting Point	Switch Room
Depot	Location Reference Point	Transverse and Special Road Marking
Detector Loop	Longitudinal Road Marking	Vehicle Restraint System
Distribution Point Cabinet	Mast (Non-Structural)	Verge
End Terminal	NMU Crossing	VRS Add On Motorcycle Protection

Table 10: ADMM Carriageway Class Asset Types

Deliverables

The inventory must be provided in Esri shapefile format and in accordance with version 7 of the ADMM Data Dictionary in terms of format, sequencing and naming conventions.

The *Employer* has identified the minimum standards of data quality that needs to be adhered to and which the *Employer* will assess compliance against (see Table 11 and Annex C for further information).

The *Contractor* shall provide within 10 days of award a specific plan for the management of information quality, the plan shall include how the asset data collected will be verified and validated against version 7 of the ADMM and the requirements of this Service Information.

The *Employer* reserves the right to review/ agree the quality plan and carry out audits against the plan during the works.

Quality dimension	Requirement	Definition
Process quality	100%	Compliance with contractors quality plan statements and evidence provided of QC processes carried out
Data quality		
<ul style="list-style-type: none"> Completeness 	95%	Asset data records provided measured against the real world assets they represent
<ul style="list-style-type: none"> Uniqueness 	100%	Asset record identifiers (SourceID) - set out in the ADMM

• Compatibility	100%	Data items completeness, format and tolerance against requirements set out in the ADMM
• Consistency	N/A	Review of comparison reports noting trends/changes in number and lengths of records
• Currency	100%	Data provided in line with the agreed contract delivery programme
• Accuracy	95%	For all data records listed in Table 5 against the real world asset attributes

Table 11: Quality Dimensions

SI 400 The *Contractor's* Plan

SI 405 Plan requirements

The *Contractor* shows on each plan submitted for acceptance, the starting date and the end date of service period, the order and timing of the work of the *Employer* as last agreed with them by the *Contractor* or, if not so agreed, as stated in the Service Information,

- provisions for time risk allowances
- health & safety requirements and
- the procedure set out in this contract,

- the dates when, in order to Provide the Service in accordance with his plan, the Contractor will need

- plant, materials, equipment and other information to be provided by the *Employer*
- information from *Others*.

SI 410 Methodology Statement

Not Used

SI 415 Work of the *Employer* and Others

Not Used

SI 420 Information required

Not Used

SI 425 Revised plan

Not Used

SI 500 Quality Management

SI 510 Quality Statement

If not already provided the Quality Statement shall be submitted in electronic format within 1 week of the Contract Date. The *Service Manager* shall reply to the Quality Statement submission within the *period for reply*.

The *Contractor* keeps a controlled copy of the Quality Statement available for inspection at all times by the *Service Manager*.

SI 515 Quality Management System

The *Contractor* provides the *Employer*, within the period stated in the Contract Data, with a quality plan for acceptance. The quality plan complies with the requirements stated in the Service Information.

The *Contractor* complies with an instruction from the *Employer* to the *Contractor* to correct a failure to comply with the quality plan.

The *Contractor* Provides the Service under a quality management system which

- complies with BS EN ISO 9001:2008 (or the current standard that replaces it),
- has third party certification from a an accreditation body approved by the applicable national member of the European Co-operation on Accreditation or is operating in preparation for accreditation within 12 months of the Contract Date; and
- complies with good industry practice.

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

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

The *Employer* may carry out audits of the *Contractor's* quality management system from time to time. The *Contractor* allows access at any time within working hours to any place where he or any Subcontractor carries out any work that relates to this contract for the *Employer* to carry out audits, to inspect work and materials and generally to investigate whether the *Contractor* is performing his obligations under

this contract. The *Contractor* provides all facilities necessary to allow such audits and inspections to be carried out.

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

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

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

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

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

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

Except where otherwise directed; all materials, workmanship, designs and assessments are to comply with the *Employer's* standards and procedures current at the Contract Date or, for *Contractor* designed elements, the time the relevant design certificate is signed.

If a standard or procedure subsequently changes, the *Contractor* complies with the revised standard or procedure if instructed to do so by the *Service Manager*.

SI 600 Tests and Inspections

SI 605 Tests and inspections

Quality assessment of deliverables will take place by the *Employer*. This will take place within 4 weeks of delivery and results issues to the *Contractor* in writing. The *Contractor* will be required to collect and resubmit data at their own cost where quality failures occur.

SI 610 Management of tests and inspections

Not Used

SI 620 *Service Manager's* procedures for inspections and watching tests

Not Used

SI 700 Management of the *service*

The *Service* will be managed in line with Association of Project Management (APM) principles.

The *Contractor* will be required to provide an internet based collaboration tool in order to save and share documentation. All information should be shared electronically where possible, and the *Contractor* must comply with the *Employer's* procedures for safeguarding the connection and the format of transmitted data.

For non-electronic exchange of information, data should be saved to a disk and shipped to the project team using a secure courier. A notification email should be sent to confirm, and confirmation of receipt should be sent by the project team once received. The *Contractor* must comply with the *Employer's* procedures for safeguarding the transmitted data.

Progress meetings will take place monthly and should be attended by the *Service Manager* and any other attendees deemed appropriate by the *Service Manager*. A monthly report should be submitted in advance of the meeting in order to discuss any issues during the meeting. Dates for meetings and report content and deadlines will be set and agreed at the inception meeting. All meeting documentation should be saved to the collaboration tool.

Draft invoices should be submitted to the *Service Manager* no later than the 23rd of each month, or the working day before should this date fall on a weekend/bank holiday.

SI 705 Management of team - Others

Not Used

SI 710 Communications

Inception meeting

The *Contractor* shall attend an inception meeting with the *Service Manager* within one week of the Contract Date at the *Employer's* premises, or the *Contractor's* premises. At the inception meeting the programme of work shall be agreed.

Monthly Progress reports

The *Contractor* shall provide a monthly progress report in electronic format to the *Service Manager* three working days prior to the end of the month. It shall contain as a minimum:

- All activities undertaken by the *Contractor* in the preceding month;
- A summary of time and cost invoiced;
- Plan as detailed in SI 400;
- A summary estimate of time and cost expected in the next month
- Any issues raised

Monthly Progress Meetings

The *Contractor* shall attend monthly progress meetings at the *Employer's* or the *Contractor's* premises or by teleconference, within the first working week of the calendar months. The precise dates, times and location shall be agreed at the inception meeting.

Attendees for the *Contractor* shall include, as a minimum, the *Service Manager*. Other personal shall attend on agreement with the *Service Manager*.

The *Service Manager* shall produce the agenda at least 5 working days prior to the progress meeting, and produce the minutes to all attendees within 5 days after the progress meeting. The *Service Manager* shall chair the meeting.

The *Contractor* may be required to attend other meetings with the *Employer* at a frequency to be determined during the inception meeting.

SI 715 Payment provisions financial reporting

Service Manager's Annual Planning

If requested the *Contractor* assists the *Service Manager* in preparing its Annual Commercial Plan for each Financial Year.

Monthly Spend Forecasting

The *Contractor*:

- provides the *Service Manager* with a Monthly Spend Forecast
- provides additional forecasts or estimates and/or further information within 7 days of being requested to do so by the *Service Manager*

Cost Capture

The *Contractor* records cost and submits the records in a format and at intervals to be agreed with the *Service Manager*.

Invoicing

At the same time as submitting invoices, the *Contractor* submits all the supporting information required by the *Service Manager* to demonstrate how the amount stated as due in each invoice has been assessed.

SI 900 Services and others things to be provided

SI 905 Services and other things for the use of *the Employer, Service Manager* or *Others* to be provided by the *Contractor*

The Contractor shall make available to the Service Manager the full use of their vehicles, crew and other plant and labour as may be required by the Service Manager to enable supervisory inspections to be made whilst work is in progress or immediately after completion of the contract.

SI 910 Services and other things for the use of *the Employer*

Not Used.

SI 915 Access to information at the end of the *service period*

Within two weeks of the end of the *service period*, the *Contractor* must return any confidential or proprietary information belonging to *Employer* in the *Contractor's* possession or control and deletes (and procures that any Subcontractor deletes) any electronic information or data held relating to the *Employer* or this contract.

All data deliverables should be delivered by the end of the *service period*, in line with the *Contractor's Plan*, and any duplicates should be retained or destroyed in line with the relevant data protection procedures.

SI 1000 Health and Safety

SI 1005 Health and Safety Requirement

SI 1005.1 The Contractor complies with Employer's Interim Advice Note 128/15AR Highways England Supply Chain Health and Safety Incident Reporting ("**IAN 128**"), or its later update or replacement, including any time periods required by IAN 128. If no time period is specified in IAN 128 the period of reply applies unless agreed otherwise by the *Service Manager*.

SI 1005.2 If any incident occurs that the *Contractor* considers is not within the remit of IAN 128 then the *Contractor*

- notifies the *Service Manager* of the incident and
- reports the incident as if the incident was in the remit of IAN 128 if required by the *Service Manager*.

SI 1005.3 Any document that would otherwise fall to be disclosed by the *Contractor* to the *Employer* may be withheld by the *Contractor* provided the *Contractor's* legal advisor confirms to the *Service Manager* that the document is

- a confidential communication between the *Contractor* and its legal advisor for the purposes of seeking or giving legal advice that the legal advisors 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 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).

SI 1010 Method statements

Not Used

SI 1015 Legal requirements

It is the responsibility of the *Contractor* to ensure that current Health and Safety and Highway legislation is adhered to whilst fulfilling their obligations a) under contract, b) the requirements of this specification and c) carrying out works on Motorway Sites. No relaxations of Motorway regulations are either given or implied by *Employer* to the *Contractor*.

SI 1020 Inspections

The *Employer* reserves the right to inspect the Health and Safety Policy and documentation at any time. The *Contractor* shall co-operate within reason.

SI 1100 Subcontracting

The *Contractor* shall be responsible for all work carried out in the provision of the service, including any work carried out by subcontractors. Any Subcontractors must be approved by CCS at a framework level if not already done so.

SI 1105 Restrictions or requirements for subcontracting

SI.1105.1 The *Contractor* ensures that all subcontracts (at any stage of remoteness from the *Employer*) contain requirements similar to SI1005.1 to SI1005.2

SI1105.2 The *Contractor* does not

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

until the *Contractor* has demonstrated to the *Service Manager* that the subcontract (at any stage of remoteness from the *Employer*) complies with SI1105.1.

SI 1110 Acceptance procedure

If Subcontractors are used then the *Contractor* shall use an NEC form of contract or submit a proposed alternative to the *Service Manager* for acceptance.

The *Contractor* submits the name of each proposed Subcontractor to the *Service Manager* for acceptance. The *Contractor* does not appoint a proposed Subcontractor until the *Service Manager* has accepted him. Failure by the *Contractor* to follow an acceptance procedure will be treated as *Disallowed Cost*.

SI 1200 Acceptance or procurement procedure (Option C & E)

Not Used

SI 1300 Accounts and records (Options C & E)

Not Used

SI 1305 Accounts and records (Options C & E)

Not Used

SI 1400 Parent Company guarantee

The *Employer* may ask the *Contractor* for a Parent Company Guarantee at any point during the contract if required. If the *Contractor* is asked to complete a PCG refer to Appendix C.

SI 1600 Work call off arrangements

Not Used

SI 1700 Task Order (Option X19)

Not Used

SI 1705 Programme requirements

Not Used

SI 1710 Programme arrangement

Not Used

SI 1720 Work of *Employer* and others

Not Used

SI 1725 Information required

Timings can be found in SI 310

SI 1730 Revised Programme

Revised programmes should be submitted at least 5 working days prior to monthly progress meetings, with a schedule of changes attached to explain any revisions.

SI 1800 *Employer's* service specifications and drawings

SI 1805 *Employer's* service specification

Data should be delivered in line with ADMM version 7, which is provided separately.

SI 1810 Drawings

Not Used

Appendix A – Insurances

Service Information Supplementary Insurance Table (Required Insurances)

1. Property "All Risks" Insurance

1.1 Insured

1.1.1 *Contractor*

1.1.2 *Employer*

each for their respective rights and interests in the contract.

1.2 Insured Property

Is the *Employer's* Strategic Road Network

1.3 Coverage

"All Risks" of physical loss, damage or destruction to the Insured Property (in paragraph 1.2 above), unless otherwise excluded

1.4 Sum Insured

At all times an amount not less than the full reinstatement or replacement value of the Insured Property (in paragraph 1.2 above), plus provision to include cover features and extensions as appropriate.

1.5 Territorial Limits

United Kingdom including offsite storage and during inland transit.

1.6 Period of Insurance

From the starting date until the end of the service period or a termination certificate has been issued

1.7 Cover Features and Extensions

1.7.1 Terrorism.

1.7.2 Professional fees clause.

1.7.3 Debris removal clause.

1.7.4 Seventy two (72) hour clause.

1.7.5 European Union local authorities clause.

1.7.6 Automatic reinstatement of sum insured clause.

1.7.7 Multiple insured clause incorporating the *Employer* as a co-insured party with attendant non vitiation, waiver of subrogation and notice of cancellation provisions.

Service Information Supplementary Insurance Table (Required Insurances)

1.8 Principal Exclusions

1.8.1 War and related perils.

1.8.2 Nuclear/radioactive risks.

1.8.3 Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

1.8.4 Wear, tear and gradual deterioration.

1.8.5 Consequential financial losses.

2. Third Party Public and Products Liability Insurance

2.1 Insured

2.1.1 *Contractor*

2.2 Interest

To indemnify the Insured (in paragraph 2.1 above) in respect of all sums which the Insured (in paragraph 2.1 above) may become legally liable to pay, (including claimant's costs and expenses) as damages in respect of accidental;

2.2.1 death or bodily injury, illness or disease contracted by any person;

2.2.2 loss or damage to property;

happening during the Period of Insurance (in paragraph 2.5 below) and arising out of or in connection with the contract.

2.3 Limit of Indemnity

Not less than £5 million pounds (£5,000,000) in respect of any one occurrence, the number of occurrences being unlimited during the annual period of insurance, but £5 million pounds (£5,000,000) in respect of any one occurrence and in the annual aggregate in respect of products or pollution liability (to the extent insured by the relevant policy).

2.4 Territorial Limits

United Kingdom and elsewhere in the world in respect of non-manual visits.

2.5 Period of Insurance

From the starting date until the end of the service period or a termination certificate has been issued

2.6 Cover Features and Extensions

2.6.1 Indemnity to principals clause

2.6.2 Cross liability clause.

2.6.3 Contingent motor vehicle liability.

Service Information Supplementary Insurance Table (Required Insurances)

- 2.6.4 Legal defence costs.
- 2.6.5 Health & Safety at Work Act(s) clause.
- 2.6.6 Data Protection Act clause.
- 2.6.7 Defence appeal and prosecution costs relating to the Corporate Manslaughter and Corporate Homicide Act 2007.
- 2.7 Principal Exclusions
 - 2.7.1 War and related perils.
 - 2.7.2 Nuclear/radioactive risks.
 - 2.7.3 Liability for death, illness, disease or bodily injury sustained by employees of the insured arising out of the course of their employment.
 - 2.7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles.
 - 2.7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
 - 2.7.6 Events more properly covered under a professional indemnity insurance policy.
 - 2.7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessels.
 - 2.7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.
 - 2.7.9 Cyber risks.
- 3. **Policies to be taken out as required by United Kingdom law.**
 - 3.1 The *Contractor* is required to meet its 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*.
 - 3.2 The limit of indemnity for the *Employers' Liability Insurance* shall be any one occurrence inclusive of costs, the number of occurrences being unlimited during the 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.
 - 3.3 Compulsory insurances to contain an indemnity to principals clause in respect of claims made against the *Employer* arising out of the performance of the *Contractor* of its duties under this Contract.

Service Information Supplementary Insurance Table (Required Insurances)	
--	--

3.4	The insurance shall be maintained from the starting date until the end of the service period or a termination certificate has been issued.
-----	--

Appendix B - BPSS Compliance

Annex A

General notes for hiring managers

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



Annex B

Section 1: Application details and identity verification – guidance notes

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

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

Good examples of identity documents that contain a photo:

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

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

Good examples of identity documents without photos include:

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

What to look for:

- The documents shown to you must be originals. If you are unsure, consider comparing them to other examples you may have to hand
- Check that the paper and typeface of the document are similar to any others you may have to hand or may have examined recently
- Examine the documents for alterations or signs that the photograph and/or signature have been removed and replaced.
- Check that any signature on the documents tallies with other examples in your possession. If you're unsure, ask the applicant to sign something in your presence

- Check that details given on the documents corresponds with what you already know about the individual
- Check the date of issue on each document.

Young Applicants

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

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



Annex C

Section 2: Nationality and right to work- guidance notes

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

[Employers: illegal working penalties - GOV.UK](#)

In addition, please note:

- You must be satisfied that each document produced relates to the individual, and you will need to check that all documents contain the same date of birth, photo and the person's appearance looks the same.
- UK Visas and Immigration provide advice on how long to keep copies of nationality and right to work documents:

[Employers: illegal working penalties - GOV.UK](#)



Annex D

European Economic Area (EEA) Countries

Citizens of the United Kingdom, Switzerland or one of the following European Economic Area (EEA) countries, have the right to work in the UK:

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



Annex E

Employment history and personal references – guidance notes

- All employment history should be confirmed with previous employers, including overseas appointments (where the applicant was abroad for over 6 months).
- A template to send to previous employers and personal referees can be found in [Annex F](#). However most companies will now only provide official confirmation (on letter headed paper) of when an individual worked for them. This is acceptable.
- Reasonable steps should be taken to ensure that the reference is genuine. References that are handwritten, not on headed paper, contain spelling or grammatical errors or just not convincing for any reason, should be followed up directly with the individual(s) concerned.
- If the applicant has been unemployed, or his previous employer is no longer in business, a personal reference (see below) can be obtained instead. This is not necessary if the period involved is less than 6 months.
- If the applicant has only worked for one organisation in the last 3 years, then one reference from this company is sufficient.
- Where an applicant has been in full time education during the period, confirmation must be obtained from the relevant school or other academic institution.
- Where an applicant has been overseas during the last 3 years, it is sufficient to see the entry visa. Some countries no longer issue exit visas.
- Where a young person has difficulty in providing both evidence of identity and adequate referee coverage, it may be appropriate to obtain both from the same referee.

Personal references

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



Annex F

Personal reference template

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

.....

Dear

SUBJECT: _____

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

From:

To:

Capacity:

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

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

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

Name:

Signature:

Date:

Address:

Tel No:

Email:

Appendix C - Form of Parent Company Guarantee

[Replaces X4]

DATED [●]

HIGHWAYS ENGLAND COMPANY LIMITED

as Employer

[●]
as Guarantor

PARENT COMPANY GUARANTEE

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

DATED [●]

PARTIES

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

BACKGROUND

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

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

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

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

“**Contractor**” means [●] (company no [●]) whose registered office is at [●].

“**Insolvency Event**” means the **Contractor** being unable to pay its debts (as defined by Sections 123(1) and 268(1) of the Insolvency Act 1986) or any corporate action, legal proceedings or other procedure or step is taken in relation to:

- (a) suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Contractor other than a solvent liquidation or reorganisation of the Contractor;
- (b) a composition, assignment or arrangement with any creditor of the Contractor;
- (c) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of the Contractor or any of its assets; or
- (d) enforcement of any security over any assets of the Contractor, or any analogous procedure or step is taken in any jurisdiction.

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

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

2. GUARANTEE

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

3 GUARANTOR'S LIABILITY

- 3.1 The obligations of the Guarantor under this deed are in addition to and independent of any other security which the Employer may at any time hold in respect of the Contractor's obligations under the Contract and may be

enforced against the Guarantor without first having recourse to any such security.

3.2 The obligations of the Guarantor under this deed are in addition to and not in substitution for any rights or remedies that the Employer may have against the Contractor under the Contract or at law.

3.3 The liability of the Guarantor under this deed shall in no way be discharged, lessened or affected by:

- a) an Insolvency Event;
- b) any change in the constitution, status, function, control or ownership of the Contractor or any legal limitation, disability or incapacity relating to the Contractor or any other person;
- c) the Contract or any of the provisions of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
- d) any time given, waiver, forbearance, compromise or other indulgence shown by the Employer to the Contractor;
- e) the assertion or failure to assert or delay in asserting any rights or remedies of the Employer or the pursuit of any right or remedy of the Employer;
- f) the giving by the Contractor of any security or the release, modification or exchange of any such security or the liability of any person; or
- g) any other act, event, omission or circumstance which but for this provision might operate to discharge, lessen or otherwise affect the liability of the Guarantor,

3.4 in each case with or without notice to, or the consent of, the Guarantor and the Guarantor unconditionally and irrevocably waives any requirement for notice of, or consent to, such matters.

3.5 Any decision of an adjudicator, expert, arbitral tribunal or court in respect of or in connection with the Contract and any settlement or arrangement made between the Employer and the Contractor shall be binding on the Guarantor.

4 VARIATIONS TO THE CONTRACT

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

5 LIQUIDATION/DETERMINATION

5.1 The Guarantor covenants with the Employer that:

- a) if a liquidator is appointed in respect of the Contractor and the liquidator disclaims the Contract; or
- b) if the Contractor's employment under the Contract is determined for any reason,

the liability of the Guarantor under this deed shall remain in full force and effect.

6 WAIVER

- 6.1 The Guarantor waives any right to require the Employer to pursue any remedy (whether under the Contract or otherwise) which it may have against the Contractor 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 Contractor (whether by instituting or threatening proceedings or by way of set-off or counterclaim or otherwise) or otherwise to prove in competition with the Employer in respect of any payment made by the Guarantor under this deed nor be entitled in competition with the Employer to claim or have the benefit of any security which the Employer holds for any money or liability owed by the Contractor to the Employer. If the Guarantor shall receive any monies from the Contractor in respect of any payment made by the Guarantor under this deed, the Guarantor shall hold such monies in trust for the Employer for so long as the Guarantor remains liable or contingently liable under this deed.

8 CONTINUING GUARANTEE

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

9 THIRD PARTY RIGHTS

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

10 NOTICES

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

11 GOVERNING LAW

- 11.1 The application and interpretation of this deed shall in all respects be governed by English law and any dispute or difference arising under it shall

be subject to the exclusive jurisdiction of the courts of England and Wales save that any decision, judgment or award of such courts may be enforced in the courts of any jurisdiction.

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

EXECUTION PAGE

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

Name of witness:
Signature of witness:
Address:

Occupation:

or

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

Director

Director/Secretary

Appendix D - Form of novation agreement

DATED [●]

HIGHWAYS ENGLAND COMPANY LIMITED
as Old Employer

[●]
as New Employer

[●]
as Contractor

DEED OF NOVATION

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

DATED [●]

PARTIES

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

BACKGROUND

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

1. DEFINITIONS AND INTERPRETATION

- 1.1 Unless the contrary intention appears, the following definitions apply:
“**Contract**” means the term contract dated [●] between the Employer (1) and the Contractor (2) (including any further agreement varying or supplementing the Contract) under which the Contractor has agreed to provide the Services.

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

2. NOVATION

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

3. NEW EMPLOYER’S UNDERTAKING

- 3.1 The New Employer undertakes to be bound to the Contractor by the terms of the Contract insofar as it relates to the Task Order and to perform the obligations on the part of “the Employer” in relation thereto in every way as if the New Employer was and always had been a party to the Contract in place of the Old Employer.

4. PAYMENT OF SUMS DUE

- 4.1 The Contractor and the Old Employer agree that the total amount to be paid by the Old Employer to the Contractor for Services provided under the Contract pursuant to the Task Order prior to the date of this deed is £[●]. The Contractor acknowledges that the Old Employer has paid the sum of £[●] prior to the date of this deed. The balance of £[●] shall be invoiced by the Contractor to the Old Employer and paid by the Old Employer in accordance with the Contract.

- 4.2 The Contractor and the New Employer agree that the New Employer shall be solely responsible (to the exclusion of the Old Employer) for payment of all sums due to the Contractor under the Contract for Services provided after the date of this deed.

- 4.3 [Where, under Clause 2.2 above or under any other contract between the New Employer and the Contractor, any sum of money is recoverable from or payable by the Contractor to the New Employer, such sum may be deducted from or reduced by the amount of any sum then due or which may at any time become due from the New Employer to the Contractor under Clause 4.2 above or under any other contract with any Department or Office of Her Majesty’s Government.]¹

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).

6. GOVERNING LAW AND DISPUTES

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

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

¹ Delete if not novated to a **Department or Office of Her Majesty’s Government**

APPENDIX E - FORM OF NOVATION AGREEMENT (FOR USE WHEN A TASK ORDER IS TO BE NOVATED).

Novation Agreement –

DATED [●]

HIGHWAYS ENGLAND COMPANY LIMITED as Old Employer

[●]
as New Employer

[●]
as Contractor

DEED OF NOVATION

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

DATED

PARTIES

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

BACKGROUND

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

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

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

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

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

1.2. The clause and paragraph headings in this deed are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.

1.3. Words in this deed denoting the singular include the plural meaning and vice versa.

1.4. References in this deed to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force, and references to a statute include statutory instruments and regulations made pursuant to it.

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

2. NOVATION

2.1. The Old Employer and the Contractor release and discharge each other from the further performance of their respective obligations in respect of the Task Order and the Contractor acknowledges and accepts the liability of the New Employer in place of the liability of the Old Employer under the Contract insofar that it relates to the Task Order.

2.2. The Contractor undertakes to be bound to the New Employer by the terms of the Contract insofar as it relates to the Task Order in every way as if the New Employer was and always had been a party to the Contract in place of the Old Employer.

2.3. The Contractor acknowledges and warrants to the New Employer that it has duly observed and performed and will continue duly to observe and perform all its obligations under the Contract insofar as it relates to the Task Order.

3. NEW EMPLOYER'S UNDERTAKING

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

4. PAYMENT OF SUMS DUE

- 4.1. The Contractor and the Old Employer agree that the total amount to be paid by the Old Employer to the Contractor for a service provided under the Contract pursuant to the Task Order prior to the date of this deed is £[●]. The Contractor acknowledges that the Old Employer has paid the sum of £ [●] prior to the date of this deed. The balance of £ [●] shall be invoiced by the Contractor to the Old Employer and paid by the Old Employer in accordance with the Contract.
- 4.2. The Contractor and the New Employer agree that the New Employer shall be solely responsible (to the exclusion of the Old Employer) for payment of all sums due to the Contractor under the Contract pursuant to the Task Order for the service provided after the date of this deed.
- 4.3. [Where, under Clause 2.2 above or under any other contract between the New Employer and the Contractor, any sum of money is recoverable from or payable by the Contractor to the New Employer, such sum may be deducted from or reduced by the amount of any sum then due or which may at any time become due from the New Employer to the 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 for and on behalf of
HIGHWAYS ENGLAND COMPANY LIMITED
by affixing his common seal in the presence
of

Director

Director/Secretary

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

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

Authorised Signatory

Authorised Signatory

OPTION 2a Executed as a deed by)
HIGHWAYS ENGLAND COMPANY LIMITED)
acting by:

Director

Director/Secretary

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

Authorised Signatory

Authorised Signatory

Executed as a deed by **[NEW EMPLOYER]** in
the presence of:

Authorised Signatory

Authorised Signatory

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

Director

Director/Secretary

Appendix F - Declaration of Interest Form

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

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

Purpose

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

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

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

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

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

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

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

Declaration

1. I declare that to the best of my knowledge and belief (having taken all reasonable care to ensure that such is the case) the answers to all of the above questions are true and not misleading.
2. I shall not communicate to any person, firm, company or other legal entity other than Highways England employees or consultants engaged by or on behalf of Highways England in connection with the same matter any commercially sensitive or confidential information in connection with my work at Highways England (unless Highways England grants permission in writing to share commercially sensitive or confidential information with such person, firm, company or other legal entity).
3. During and for a period of 12 months following the expiry of my appointment to work for Highways England, I shall not seek to obtain any commercial advantage for myself, my employer or any connected persons, or personal advantage, from my work at Highways England.
4. During and for a period of 12 months following the expiry of my appointment to work for Highways England, I shall not assist my employer, any organisation connected with my employer, or any other organisation or person in tendering for any contract opportunity with Highways England that I have worked on in my capacity as a consultant to Highways England.
5. I shall not pay, give, receive or offer to pay, give, receive any sum of money or other consideration directly or indirectly to any person whatsoever for any act described in

paragraphs 2, 3 and 4 above. If any offer is made to me to breach this declaration, I shall report it immediately to Highways England.

6. All documentation that I have access to in my role as a consultant to Highways England shall be made available to Highways England to form part of any relevant tender information pack. Any information that may give me, my employer or a third party any advantage in a tender process shall be returned to Highways England.
7. I understand that I may only be involved in the evaluation of a tender for Highways England where expressly sanctioned in writing by Highways England. I understand that I will not be involved in the process for agreeing any extension to my contract or the contract of any consultant who shares with me the same employer.
8. I understand that I am not to be involved in looking at the route to market for any contract, project or task for which I or my employer may wish to tender and not to be involved in the assessment of resources being proposed for such contract, project or task. I agree to remove myself from any discussions relating to the procurement route for any contract, project or task for which I or my employer may wish to tender and I agree not to discuss these matters with my employer or with the team responsible for managing the contract, project or task in my firm.
9. Should any of the information on this declaration change or should I become aware of a potential, perceived or actual conflict of interest I will immediately contact Highways England to inform them and will take all reasonable steps to mitigate or remove the potential, perceived or actual conflict of interest.
10. I understand that if I do not comply with the statements in this declaration I may prejudice my employers ability to participate in tendering for contract opportunities with Highways England, I may have my contract with Highways England terminated and could face legal action.
11. I confirm that I have read and understood the requirements related to conflicts of interest in the contract between my employer and Highways England for the provision of the services.

Signed by the
Contractor
Date

Acknowledged by
the *Employer*
Date

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

Acceptance/ Non-acceptance

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

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

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

Please record reasoning for decision:

Signed:

Name in Block Capitals:

Post and Grade:²

² This section of the agreement must be countersigned by PB8 SSD, or if one not available a PB8 PLT Member.

Appendix G – Data Protection

Processing, Personal Data and Data Subjects

The *Contractor* shall comply with any further written instructions with respect to processing by the *Employer*.

Any such further instructions shall be incorporated into this table.

Description	Details
Subject matter of the processing	As the new EU data protection laws came into force on the 25th May 2018, protecting the privacy of the personal information of all EU citizens, Highways England need to ensure the data captured is compliant. The ADC data is stored and viewed through the company's Asset Visualisation and Information System, (AVIS) and as such must ensure the data held within it is both secure and private.
Duration of the processing	As per Task A
Nature and purposes of the processing	Due to the very nature of AVIS imagery data coming from the ADC contract, it is necessary to ensure that any personal information recorded during the data capture phase is redacted. Personal data in this instance relates to vehicle registration number and faces, and their associated location at the time of capture. Number plates and individuals faces need to be redacted from the images by the Contractor to ensure they are removed prior to loading them onto AVIS.
Type of Personal Data	Vehicle Number plates and individuals faces need to be redacted
Categories of Data Subject	Customers (Transiting public and Pedestrians) Emergency and Recovery Services Highways England Staff and Contractors
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	To be agreed during the lifecycle of this task as Company policy on the return, destruction and storage of data is currently under review.