



National Highways Limited

**NEC4 Professional Service Short Contract
(June 2017 with amendments January 2019 and October
2020)**

SCOPE

in relation to *services* for

Efficiency Programme Delivery Partner

20 May 2024

CONTENTS AMENDMENT SHEET

Version No.	Amendments	Initials	Date
1.0	Tender issue	JM	20 May 2024
1.1	Change of contract name from “Transformation Delivery Partnership” to “Efficiency Programme Delivery Partner”	JM	20 Feb 2025

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CLIENT'S SCOPE

S 100 Purpose of the *service*

S 101 Identified and Defined Terms

- S 101.1 In this Scope 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 in **Annex 01**.

S 105 *Client's objectives*

- S 105.1 The purpose of this section is to communicate the *Client's* vision, values, outcomes and the key objectives of the contract, outlining the *Client's* expectations regarding how the *Consultant* must support the delivery of these.

About the *Client*

- S 105.2 The *Client* is a road operator responsible for managing the busiest strategic road network in Europe, carrying one-third of all road traffic and two thirds of freight traffic in England.
- S 105.3 The *Client's* strategic road network is a key enabler of economic growth and prosperity and is essential to the quality of life of the United Kingdom.
- S 105.4 The *Client's* role is to deliver a better service for road users and to support a growing economy. It must operate, manage and improve the strategic road network in the public interest, maintain the strategic road network on a day-to-day basis and provide effective stewardship of the strategic road network's long-term operation and integrity.

The *Client's* vision

- S 105.5 The *Client's* vision, as set out in the *Client's* "Strategic Business Plan" (see link in **Annex 02**), is to revolutionise its roads and create a modern strategic road network across England over the next 25 years. It will play its part in supporting economic growth and shaping a modern Britain to make a real difference to people's lives and businesses' prospects.

The *Client's* imperatives

- S 105.6 The *Client's* vision comprises of three imperatives, which are

- **safety** – the safety of its employees, its service partners and its road users,
- **customer service** – the customer service and experience that road users have and
- **delivery** – the delivery of the governments’ road building and maintenance programme which includes spending over £4 billion a year delivering its strategic road network and wider benefits to its road users, stakeholders and customers.

S 105.7 The *Client*’s imperatives set out what it does, and the *Consultant* aligns with these imperatives and supports the *Client* in achieving the *Client*’s outcomes.

The *Client*’s values and expectations

S 105.8 The *Client*’s values are

- **safety** – we care about our customers, delivery partners and workforce and strive to see that no one is harmed when using or working on our strategic road network,
- **integrity** – we are custodians of the strategic road network, acting with integrity and pride in the long-term national interest,
- **ownership** – we have a clear vision for the future of the strategic road network and find new ways to deliver by embracing difference and innovation, while challenging conventions,
- **teamwork** – we have an open and honest dialogue with each other, as well as our customers, stakeholders and delivery partners and
- **passion** – building on our professionalism and expertise, we are always striving to improve, delivering a strategic road network that meets the needs of our customers.

S 105.8a We live our values at National Highways; they enable and empower us to do the right thing, guiding our decisions and structuring how we work to deliver our objectives. Our values describe how we do it, how we treat each other, and expect to be treated, how we want to be perceived as an organisation and how we do business. The *Consultant* will adopt these values and behaviours.

Safety is the core strand; woven through everything we do. Safety is both a value and an imperative. As a value: it is how as individuals, colleagues, a business, and a *client* organisation we act safely and enable others to act safely too. As an imperative: it is what we set out to achieve. We cannot routinely eliminate risk, but we can recognise it, assess it, manage it, and make sure no-one comes to harm from it.

Safety is the most important part of our work so that we all get Home Safe and Well.

We should only give commitments we intend to keep, provide honest feedback, and we do not say one thing and do another. We should always act in accordance with the other values and act with Integrity.

We care about what we do. We care about each other. We put energy into the things that are important to us. We act with Passion.

We take responsibility for doing things and making them happen. We take Ownership.

We work with the people around us, not just for our own success but for their success too. This is Teamwork. It is not just about the people in our local team, but getting other directorates, contractors, suppliers, and stakeholders to work together, to share goals so that everyone is successful.

- S 105.9 The *Client's* values describe how it delivers its vision and imperatives, how to treat each other, and expect to be treated, how it wants to be seen as an organisation and how it does business.
- S 105.10 The *Consultant* has values that support those of the *Client* and that engender constructive and desired behaviours that enable a collaborative approach to achieve the *Client's* outcomes.

The *Client's* Outcomes

- S 105.11 The *Client's* "Delivery Plan" (see link in **Annex 02**) sets out the *Client's* main activities to improve the capacity and performance of the strategic road network and how the *Client* performs said activities.
- The *Consultant* plays a key role in assisting and enabling the *Client* to achieve the outcomes of
- supporting economic growth,
 - a safe and serviceable strategic road network,
 - a freer flowing strategic road network,
 - an improved environment, and
 - a more accessible and integrated strategic road network.
- S 105.12 This is achieved through
- planning for the future,
 - growing capability,
 - building relationships,
 - efficient and effective delivery, and

- improving customer interface.

Contract core principles and key objectives

S 105.13 As the company responsible for the strategic road network, we have some big responsibilities and take them very seriously indeed. Through the current Roads Investment Period (RIS2) we have invested in our change capability to drive significant improvement in our delivery with some very impressive results. As we look ahead to RIS3, expectations continue to grow, and we are looking for a delivery partner to help us with the next stage of our journey.

Our approach in RIS3 will look a little different for our people, with a single enterprise-wide change programme leading our work. Our programme will be led by National Highways staff supported by our new partner. We know the skills and expertise we want our new partner to bring and how we want to work. This document details the context for change, our programme, and expectations. As we onboard and work with our new partner, and further develop the programme, we expect more details to emerge as we challenge our thinking, define our initiatives and set out to deliver upon expectations.

N.B. For the purposes of this document/procurement we have called our programme of change the RIS3 Business Improvement Programme or programme of change, and consultancy support, our Transformation/delivery Partner(s).

S 105.14 The *Client* intends to deliver the business improvement programme through one enterprise-wide change team, with strong and active executive sponsorship. The *Consultant* will integrate seamlessly with the *Client's* team to deliver upon expectations.

The *Client* will seek to establish arrangements to enable successful design, delivery, and embedment of change into business as usual, which will be enhanced by the services support provided by the *Consultant*. The following arrangements will be developed and implemented ready for the start of the programme, building on lessons learnt during RIS2. We will adopt single programme model which will support cross directorate working and theme collaboration. This will include:

- Hub and spoke model programme: which encourages cross-directorate and theme working, higher control of change and find synergies in ways of working.

- Central transformation management office, ensuring governance is rolled out: stage gates are adhered to and the new forums are live, enabling cross-theme insight and strategic problem solving across the programme,
 - Change leads: are implemented successfully, ensuring theme changes are embedded in their directorates, whilst also having a high-level view of all business change in their directorate.
- Successful onboarding of Theme teams: theme directors are in place and mobilise in a consistent approach with project and programme managers as set out in the guidance documentation available.

- S 105.15 The *Consultant* will support us in the delivery of National Highways single programme of change, formerly referred to as the RIS3 Transformation Programme. They will challenge, advise, and support National Highways as it develops, implements, embeds and realises the benefits of the change programme, whilst leaving a sustainable legacy of change and improvement capability throughout the company. They will work closely with us as we embed our programme of change in line with our vision for RIS3.
- S 105.16 Our programme is about making us better at what we already do, it has been developed to continue the evolution of our organisation to successfully deliver the next RIS. We have developed our programme to focus our efforts on our six key themes that we see as crucial to continue to deliver what is expected of us. This includes key priority areas such as customer centricity and the environment.
- S 105.17 Our work on our current Operational Excellence 2025 (OE2025) programme has proven how, by working with a delivery partner, we can realise benefits far beyond that possible through our current capability. This will be crucial for us to realise the efficiency target for RIS3. The industry-leading insight, challenge and capability building will be a fundamental part of ensuring our success.
- S 105.18 The efficiency target and delivery challenges we are predicting through to 2030 will be stretching. We therefore need to improve the way the organisation works – creating agility and increasing productivity at an enterprise level to create the capacity, efficiencies and customer service improvements needed to hit our targets. We have identified an initial efficiency opportunity of approximately £950m that will be realised via this change programme. This is a start point, and we would be looking for a partner to use their skills and experience to identify a wide range of further opportunities, and work with us to explore the best way of achieving our desired outcomes.

Context

- S 105.19 At National Highways we are proud to connect the country and provide the backbone of the economy. We maintain and operate a strategic road network that moves millions of people and goods every day. Our priorities are safety, our customers and delivery.
- S 105.20 Industries dependent on England's motorways and major A-roads contribute £400bn in gross value added (GVA) to the economy. This has grown from £314bn in 2019.
- S 105.21 Our third road period, spanning 2025 – 2030, is set to be a pivotal time for roads. The country has ambitions for growth – both nationally in terms of international competitiveness and the government's vision for Global Britain, and locally as part of levelling up. While proactively supporting this growth, we will need to show declining carbon emissions.
- S 105.22 Ever higher levels of social and environmental responsibility are required of us. This means we will need to find new, innovative ways to continue to connect the country.
- S 105.23 Even under conservative forecasts, demand for our roads is still set to increase. However, as a century of road travel dominated by the internal combustion engine is ending, the way people travel will change at pace.
- S 105.24 We need to shift the focus of our work in line with public expectations, and our aging assets. Road users expect higher standards of safety, journey choice and journey experience, sustainably delivered. There will also be increasing expectations about how goods move around the country – with more deliveries expected to arrive direct at doorsteps quicker than ever before. At the same time, most of our motorways were built in the 1960s and 1970s and now require renewal to keep them in the condition our customers' demand. While this is not a new need, it is an increasingly vital one.
- S 105.25 Our major A-roads, many of which can be traced back to Roman origins, have also been developed in a piecemeal way. We will need to improve these roads to remove bottlenecks and increase consistency, making the most of the network we have.
- S 105.26 Technology will play an increasingly important role. The UK has set out an ambitious vision to become a science and technology superpower through research, development and innovation. In line with this ambition, we are committing to transforming our network through the power of digital solutions. Data capture, personalised information and the use of connected and autonomous vehicles are just some areas where technology offers the prospect of making our customers' journeys even safer, faster and more reliable, as well as more sustainable.

- S 105.27 However, not everything will change. Our trio of corporate imperatives – safety, customer service and delivery – will continue to underpin everything we do.
- S 105.28 We know there is much more to do as we push towards achieving zero harm on our network. We will keep our focus on meeting the needs of our customers, including road users and the communities surrounding our roads; making sure that their feelings and experiences shape the things we do. We will also continue to deliver on our commitments; operational, social and environmental, while generating further efficiencies for the taxpayer.
- S 105.29 Our RIS3 business improvement programme provides the platform to enable us to meet these challenges.
- S 105.30 See **Annex 10** for details of our change journey to date.
- S 105.31 **Investment in a delivery partner:** our new partner will form part of our new central team bringing skills, experience, capability and challenge to help drive the initiatives to ensure our success in RIS3. Our partnership will build on the lessons learned from our existing programmes and continue to challenge our thinking and build capability to ensure we can develop and deliver a portfolio of change as outlined in the rest of this document.

Developing our RIS3 Single Change Programme

- S 105.32 In contrast to the second road period, we are proposing to manage our improvements in delivery centrally through a single programme to improve efficiency and ensure improvements are spread across our whole organisation. The single programme will unify our business change initiatives, allow us to adopt a more integrated approach to improving how we deliver as an organisation and create a clear line of sight between our activities and the intended impact. It is our collective commitment to learn from the past and integrate and adapt our approaches to better deliver in the third road period.
- S 105.33 By the end of the second road period, we will have established a single, unified programme for the third road period. This will provide a centralised and accountable mechanism to deliver large-scale change throughout the business in support of our third road period objectives and requirements. Our programme will also enable delivery of the identified efficiency initiatives over the third road period, supporting delivery of the (c.£950million) of efficiency identified.

Programme Principles

- S 105.34 Our programme will be:
- led by National Highways people from across our company, with support from the *Consultant*.

- overseen by one Transformation Management Office (TMO), coordinating and maintaining the single source of the truth.
- focused on truly cross-cutting initiatives that impact multiple directorates and functional areas of our business.
- designed to build capabilities and ensure change is fully embedded and sustained, becoming business as usual and
- committed to long-term sustainable and measurable outcomes rather than short-term cost savings.

S 105.35

The *Client* is clear about our ways of working and has developed a number of core process that will underpin the delivery of the programme of change. These include:

- theme launch: process for onboarding and initial activities required to be delivered within the first weeks of launch (align to phasing).
- benefits management and realisation: the process for how a project sets its financial and non-financial measures, as well as how we track and manage benefits of each project and the link to our business KPIs and other strategic targets.
- cross directorate and theme collaboration: How multiple directorates and themes collaborate on the delivery of one or more initiatives under the RIS3 transformation and
- risk management: the identification of risk from a project level and how it is managed upwards.

S 105.36

The *Client's* change management framework is a collection of processes and tools which provide the governance for our projects to deliver against. Using a typical waterfall approach, our projects pass through stage gates to ensure successful delivery. To ensure we have control at project, programme and portfolio level, we have onboarded a P3M tool to reduce the administrative burden and drive consistency. Using the tool for our core processes and to manage our projects/programme/portfolio isn't optional.

S 105.37

To ensure our programme works in harmony with the wider business, we have setup ways of working to ensure proposals and improvements from the business aren't stifled but are aligned with this way of working and deliver business priorities. The role of our partner will be to support us in understanding if proposals are aligned with the scope of the central programme or will be delivered by the wider organisation.

S 105.38

Though these processes are subject to change as our programme develops and we work with the *Consultant*, we are clear as to how we will manage our programme of change. Relevant core processes have been detailed within the data room.

Our Themes

- S 105.39 The *Client* has a high-level programme plan that is consistent with our vision for RIS3. We have worked to establish what we want to achieve and where we believe the opportunities for transformation and efficiencies are. We have structured this around the following transformation themes, which have relationships and dependencies between them:
- Integrated and flexible capital delivery.
 - Supply chain aligned to new delivery model and National Highways ambitions.
 - Mature asset lifecycle ownership.
 - Digitally capable organisation.
 - Proactive control of our network, and
 - Environmental sustainability embedded in what we do.
- S 105.40 From November 2022 to February 2023, we undertook an extensive programme of engagement across our company to inform our change programme. This included understanding and evaluating our business context and wider strategic picture, as well as RIS3 requirements, challenges and opportunities. We used this engagement to develop programme principles which will underpin how the programme will be governed and six change themes for the third road period, subsequently endorsed by our Executive Team. These build on learnings from previous road periods while also being focused on maturing our organisation and ensuring we can deliver our third road period priorities.
- S 105.41 The RIS3 transformation moves away from directorate driven transformation to an enterprise-wide programme that will be delivered collaboratively across the business. A single transformation for our business will mean greater collaboration will be required as themes will be delivering a large number of projects across multiple directorates. We will enable this by developing a single programme management approach to the transformation, and adopting a structure for how themes are able to deliver a project across multiple directorates, alongside a process for monitoring and controlling interdependencies of projects across themes and directorates, encompassing the lifecycle of a project.
- S 105.42 **Productivity:** This is not a theme of the programme, but a critical enabler to support the work we need to do. Productivity is delivering more for the same and/or less cost. In this space we will follow the spend and make improvements that will help us operate more efficiently.
- Productivity will deliver benefits from across the business, working agnostic of the themes. Productivity will:
- find opportunities to improve organisation performance, and identify savings not picked up by themes and

- we will deliver hard and soft savings within the business, i.e. efficiency and releasing internal capacity. It is expected that the programme will deliver in the region of £273m efficiencies via productivity improvements.

We have developed a clear framework for delivering productivity improvements across our processes and directorates. The opportunities will be split by

- productivity by processes: a chronological four step journey to drive productivity across a wide range of processes and procedures in our business, and
- productivity by directorates: focused on organisational design improvements in focused areas of our business.

S 105.43 **Our six change themes for the third road period**

These high-level themes have been reviewed and developed by sponsors to give an initial view as to what we wish to achieve outside our specified efficiency target. On commencement of the programme, work will be needed to update, and finalise the charters for each of the six themes aligned with Phase 2 in section 2.4. The roles and expectation of the *Consultant* are as outlined within this section. From here, themes will be distilled into appropriate workstreams, and projects initiated from there aligned with our governance.

The development of our six themes is detailed within the RIS3 transformation vision and high-level charters document, as captured within the data room.

S 105.44 A more detailed breakdown of the six themes is provided in **Annex 10**.

Delivering Change

S 105.45 The changes we put in place need to be individually and collectively baselined, identified, developed, designed, implemented, embedded, and assessed for them to be successful. Throughout the programme delivery we need to ensure that we successfully bring our people with us on the journey, we are first and foremost a people business. Through implementation, the change needs to embed and become the new way of working. The difficult conversations need to take place, with our people bought into the identified solution. If a change has not been embedded and sustained in the business, it has not been delivered and the identified problem not solved.

S 105.46 The *Consultant* shall assist with enhancing our ability to deliver change independently. We should become progressively less reliant on consultancy support throughout the duration of the contract as our organisation will become more capable through knowledge and skill

transfer. This applies to both the *Client's* central team and our delivery teams who we will be working with to deliver and embed the change.

- S 105.47 We require a degree of stability from our supplier to support our approach to implement and embed change. We do not expect to have frequent, disruptive handover periods that stall change delivery and jeopardise embedment. If the transformation partnership is comprised of different organisations, we will not accommodate multiple approaches and ways of working; we expect consistency in all elements of work. We also want to ensure we have the right people aligned to the right work, within the *Client* and our partner(s). We want to work together to plan and manage resourcing, putting in place effective processes that enable us to do this in a way that puts the *Client* interest at its core.

External factors

- S 105.48 To deliver the scale of change and impact to our business as we are aspiring to, the programme needs to look outwards, working with others outside organisational and industry boundaries.
- We want to be able to take advantage of great ideas and innovative practice, drawing upon experience and knowledge gained through other industries and sectors. Through experience of transformational change delivery, the Consultant shall bring innovation from other sectors and industries that can help us realise our ambitions through RIS3 and beyond.

S 106 Reference documents

- S 106.1 References to documents within this Scope can be found in **Annex 02**.

S 200 Description of the service

S 205 Description of the service

- S 205.1 The *Consultant* shall support and advise the *Client* as it develops, implements, embeds, and realises the benefits of the *Client's* business improvement programme for RIS3. A crucial part of this work will be in leaving a sustainable legacy of change delivery capability throughout the company.
- S 205.2 The *Consultant* will support the *Client* to deliver the change programme, this includes (but shall not be limited to):
- Developing the programme and identifying the initiatives to drive the desired outcomes through the duration of the programme,
 - Supporting the delivery of projects and changes that achieve improvements and efficiencies throughout National Highways,

- Building our business change capability, during the business improvement programme and leaving a beneficial and sustainable legacy of improved capability,
- Establishing and defining objectives, targets, baselines and methods that enable us to robustly measure and monitor impact,
- Working collaboratively with others across National Highways to design and embed sustainable change,
- Bringing knowledge and experience of outstanding practice from other sectors and industries globally, and
- Building our capability internally to manage, deliver and embed change.

S 300 Existing information

S 305 Existing Information

S 305.1 See **Annex 10** “Our Change Journey.”

S 400 Specifications and standards

S 405 Specifications and standards

S 405.1 Except where otherwise directed, all materials, workmanship, designs and assessments are to comply with the *Client’s* standards and procedures current at the *starting date* or, for *Consultant* designed elements, the time the relevant design certificate is signed. The current standards and procedures are identified in section **S105** and as enhanced by the scope of individual Task Orders.

S 405.2 If a standard or procedure subsequently changes, the *Consultant* complies with the revised standard or procedure if instructed by the *Client*.

S 500 Constraints on how the *Consultant* Provides the Service

S 500.1 There are constraints within which the *Consultants* will be expected to work.

- a) Managing the programme – ways of working and the approach to programme governance will be defined, resourced and led by the Client. However, the *Consultant* will be expected to manage their own resources and tasks to deliver the required level of service to the programme.
- b) Defining how we manage data at an enterprise level will not require input from the *Consultant*.
- c) Delivery/implementation of technology solutions will not require input from the *Consultant*.

- d) Delivery/implementation of data changes/improvements will not require input from the Consultant.
- e) Development of technology, information and/or data strategies will not require input from the Consultants.
- f) Design of changes that are already being delivered by others in the business will need to be taken account of by the Consultant but won't be part of the scope of work to deliver.

- S 500.2 The *Consultant* shall provide the *Client* with access to resources that have direct experience of leading and managing transformation processes and with a relevant technical background and the culture and behaviours that align with those of the *Client*.
- S 500.3 The *Consultant* shall assist the *Client* to develop the desired collaborative culture to support the successful delivery of the *Client's* objectives.
- S 500.4 The *Consultant's* team must be divided into senior leadership, subject matter experts and project management/*consultant* support.
- S 500.5 The *Consultant* shall ensure its senior leadership and the subject matter experts are key people
- S 500.6 The senior leadership team will spend significant time on the transformation and carry personal responsibility for the success. The *Consultant* shall ensure its leadership team has robust experience in the following:
- Implementing multi-year transformation programmes in complex, multi-regional organisations in capability improvement, productivity increase and efficiency realisation.
 - Implementing operational improvement projects in infrastructure or public sector organisations.
 - International projects utilising global best practices in strategic infrastructure or highways, relevant for this transformation.
 - Coaching and building client capability, from top team to front line, to achieve significant cultural and performance changes during long and complex transformations in the UK public sector.
- S 500.7 The *Consultant* shall clearly identify subject matter experts who they will leverage to support in guiding the programme. The *Consultant* shall articulate what relevant experience they will bring and how they will be engaged to bring this experience to the *Client*.
- S 500.8 The *Consultant* shall clearly identify project management and *consultant* support who have relevant experience such as operations transformations, public sector, transport and infrastructure projects.
- S 500.9 **Additional resources**
At any time, the *Client* may require the *Consultant* to provide additional

resources to directly support the activities of the RIS3 Transformation implementation team. The *Client* instructs and agrees any additional resource requirements

S 500.10

Locations

The Consultant shall provide a team of staff from the Contract Date. The team shall be based in Birmingham, but travel will be required to the *Client's* offices and estate (across England). A list of operational locations can be made available upon request.

S 500.11

Timeline

We anticipate the transformation programme being delivered through four key phases, as detailed in S 600. The *Consultant* shall Provide the Service in accordance with these programme phases

S 501 Risk Management

S 501.1

The *Client's* "Risk Management Policy" (see link in **Annex 02**) is crucial to the successful delivery of the *Client's* objectives. A risk management framework has been implemented to enable the effective and efficient management of risk.

S 501.2

Within the risk management framework, the *Client's* "Risk Management Policy and Strategy" outlines the approach for the management of risks and issues including system process, the definition of risk, risk governance, roles and responsibilities, high level risk management process and supply chain principles (see link in **Annex 02**).

S 501.3

The *Client's* risk management process is separate to the contractual early warning process. Although matters identified through that process may be entered into the risk management process as risks and cross-referenced to track and inform mitigation and management of the risk.

S 501.4

The *Client* has adopted the following definition for risk

"the uncertainty around the company's ability to achieve its objectives and execute its strategy".

- S 501.5 For the *Client* risk management is a continuous process of identifying, assessing and treating risks in order to reduce threats, maximise opportunities and increase the likelihood of delivering strategic, operational, directorate, programme and project objectives.
- S 501.6 The *Client's* risk management approach aims to ensure that
- risks are systematically identified, understood, prioritised and managed by the correct parties and individuals in a consistent and efficient manner,
 - assurance is provided to the *Consultant*, *Client* and other stakeholders that risks are understood and managed, and
 - all parties are fully aligned with and demonstrably meet the requirements of the *Client's* risk management framework.
- S 501.7 The *Consultant* complies with the risk management requirements described in this section S 501 and as contained in the
- “Risk Management Policy and Strategy for the Management of Risk” (see link in **Annex 02**), and
 - standards in section S 535 of the Scope
- S 501.8 The *Consultant* uses the *Client's* risk management system. Outputs developed through this process may be used in other risk assessments.
- S 501.9 Not used
- S 501.10 The *Consultant* ensures that risks which could impact on the project objectives are systematically identified, understood, prioritised and managed whilst being continually reviewed and communicated in a collaborative manner with the *Client*.
- S 501.11 The *Consultant* works collaboratively with the *Client* in maintaining and updating the register in relation to project risks.

S 502 Business Continuity

- S 502.1 The *Consultant* prepares a business continuity plan that complies with ISO22301:2019 (see link in **Annex 02**) and submits the draft plan to the *Client* no later than four weeks after the *starting date* for acceptance. A reason for not accepting the business continuity plan is that it does not align with ISO22301:2019. The *Consultant* amends the plan to address the *Client* comments and resubmits the plan for acceptance within one week.
- S 502.2 The *Consultant* undertakes an annual internal test event to test the business continuity plan. The *Consultant* agrees with the *Client* the test scenario prior to the test. Following the test, the *Consultant* prepares a

feedback report with any proposed amendments to the business continuity plan and submits the feedback report to the *Client* within two weeks of the test for acceptance. A reason for not accepting the proposed amendments is that the *Client* considers that the proposed amendments do not resolve the issues raised in the feedback report.

S 502.3 The *Consultant* implements any proposed amendments in the feedback report as instructed by *Client*.

S 502.4 Where requested, the *Consultant* completes the *Client's* annual business continuity self-assessment assurance document in the form provided by the *Client*. The *Consultant* provides supporting evidence to the *Client* to demonstrate that the business continuity processes and procedures based on the self-assessment assurance documents are in place. The *Client* may undertake an audit of compliance with these requirements.

S 503 Insurance requirements

S 503.1 The *Consultant* is required to have in place required insurances described in the Insurance Table in the Contract Data and as shown in **Annex 03**.

S 503.2 The *Consultant* discharges all its obligations under the Insurance Act 2015 (see link in **Annex 02**) when placing, renewing or maintaining any insurances required by the contract.

S 504 Security & identification of people

S 504.1 Mandatory obligations

S 504.1.1 The *Client* is required to adopt the personnel security requirements and management arrangements set down in "Security Policy 3: Personnel Security" of "His Majesty's Government (HMG) Security Policy Framework" (see link in **Annex 02**) issued by the Cabinet Office as amended from time to time.

S 504.1.2 The *Consultant* familiarises itself with the objectives and principles embodied within the "HMG Security Policy Framework", in addition to the mandatory obligations extracted from the "HMG Security Policy Framework" and set down in this section.

S 504.1.3 The *Consultant* ensures that the appropriate level of personnel security is obtained and maintained for all Staff in accordance with the "HMG Security Policy Framework".

S 504.1.4 The *Client* notifies the *Consultant* of any revisions to the personnel security requirements arising as a consequence of subsequent amendments to the "HMG Security Policy Framework" and agrees any remedial action required by the *Consultant* as a result of the

amendments.

- S 504.1.5 In addition to the requirements set out in the “HMG Security Policy Framework”, the Cabinet Office “Efficiency and Reform Group” recommendations have introduced security requirements in relation to working area admittance, passes and photographs. These requirements are set out in “Part Three – Cabinet Office Efficiency and Reform Group requirements” below.

S 504.2 Security checks – minimum requirements

- S 504.2.1 “HMG Baseline Personnel Security Standard v6.0 – May 2018” (“the BPSS”) (see link in **Annex 02**) forms the minimum security check requirements for all Staff whose duties include
- working in any of the *Client’s* premises, for example, the Site, offices, depots, Regional Operations Centres (ROC), the National Traffic Operations Centre (NTOC) and any outstations owned and operated by the *Client*,
 - usage of the *Client’s* Information Systems and
 - working unsupervised in any other capacity.
- S 504.2.2 The *Client* may notify the *Consultant* of a modification to the categories of Staff requiring BPSS security checks at any time.
- S 504.2.3 Unless advised otherwise by the *Client*, it is the *Client’s* hiring manager who completes a BPSS check. The *Client’s* hiring manager for the contract is the *Client*. All Staff, working on the *Client’s* premises or with its technology, have to be BPSS approved before they begin working for or with the *Client*. The BPSS form and guidance set out in **Annex 04** have been produced to assist the *Client’s* hiring manager undertaking checks and to ensure all checks meet the standards set out in the “HMG Security Policy Framework”.
- S 504.2.4 Procedural and other details for ensuring compliance with the BPSS are set out in subsection “Part One – BPSS Compliance” below.

S 504.3 Security checks – additional vetting requirement

- S 504.3.1 Where Staff require unrestricted access to the *Client* areas identified in subsection S504.15, “Part Two - National Security Vetting (NSV)” below, the *Client* notifies the *Consultant* of the appropriate level of National Security Vetting (NSV) to be carried out.
- S 504.3.2 Procedural and other details for ensuring compliance with NSV are set out in subsection S504.15, “Part Two - National Security Vetting (NSV)” below.

Part One – BPSS Compliance

S 504.4 Procedures

- S 504.4.1 The *Consultant* undertakes security checks to ensure the confidentiality, integrity and availability of the *Client's* asset (documents and information).
- S 504.4.2 The recruitment controls of the BPSS are required to have been carried out for all Staff to whom paragraph S 504.2.1 applies prior to their employment on the contract. The recruitment control process is completed satisfactorily before an individual
- is issued with a security pass giving unrestricted access to the *Client's* premises,
 - potentially has access to the *Client's* sensitive, possibly protectively-marked, information and
 - is given access to the *Client's* IT network.
- S 504.4.3 The *Consultant* takes all necessary measures to confirm that any previous security checks carried out on existing Staff meets the requirements of the BPSS, either in full or by exception using the risk management assessment process guidance contained in the “HMG Security Policy Framework”.
- S 504.4.4 The *Consultant* notes that, for existing Staff with more than three years continuous employment and who have not had any access passes or permits revoked in that time, the requirements for references in the BPSS security check can be deemed to be discharged by a letter from a Director or Head of Personnel of the *Consultant* certifying the same.
- S 504.4.5 The *Consultant* reconciles any unacceptable gaps identified between the BPSS and existing security checks in accordance with the requirements of the BPSS.
- S 504.4.6 Any new Staff to whom paragraph S 504.2.1 applies are assessed strictly in accordance with the requirements of the BPSS.
- S 504.4.7 The *Consultant* keeps full and auditable records of all security checks carried out on Staff and makes such records available to the *Client* or its appointed representatives for audit purposes upon request.
- S 504.4.8 If
- the *Client* discovers any non-compliance with the requirements of the BPSS from the audit process,
 - the *Consultant* fails to keep full records of security checks carried out on Staff or

- the *Consultant* fails to make such records available upon request the *Client* may
 - invoke individual withdrawal of permits or passes to Staff or
 - invoke systematic withdrawal of permit or passes to Staff,
 - require that an independent audit of the *Consultant's* BPSS security checks procedure is undertaken at the expense of the *Consultant* and
 - instruct the *Consultant* to take appropriate action to immediately address any non-compliance with the BPSS notified to it by the *Client*.

S 504.4.9 The *Consultant* notes that the BPSS does not constitute a formal security clearance. It is designed to provide a level of assurance as to the trustworthiness, integrity and reliability of the individual involved.

S 504.5 Security check process for BPSS

S 504.5.1 The security check process of the BPSS follows the guidance provided in “HMG Baseline Personnel Security Standard May 2018” (see link in **Annex 02**).

S 504.5.2 The BPSS comprises verification of four main elements

- identity,
- nationality and immigration status (including an entitlement to undertake the work in question),
- employment history (past three years) and
- criminal record (unspent convictions only).

Additionally, prospective Staff are required to give a reasonable account of any significant periods (six months or more in the past three years) of time spent abroad.

S 504.5.3 The specific requirements for verification of each of the four main elements above are set out in “Part II - The Verification Process of the HMG Baseline Personnel Security Standard” (see link in **Annex 02**). An outline description of the core requirements is included below but does not relieve the *Consultant* from its obligation to comply with all the requirements of the “HMG Baseline Personnel Security Standard May 2018” (see link in **Annex 02**).

S 504.5.4 Information collected at each stage of the process is reviewed, assessed and recorded by the *Client* in line with the BPSS form set out in **Annex 04**.

S 504.6 Verification of identity – outline requirements

- S 504.6.1 Identity may be verified by physically checking a range of appropriate documentation (for example, passport or national identification (ID) card together with a utility bill or bank statement) or by means of a commercially available identification verification service.
- S 504.6.2 Only original documents are to be used for identification purposes, copies are not acceptable. Electronic signatures are to be verified by cross checking to a specimen signature provided by the individual.
- S 504.6.3 There is no definitive list of identifying documents. The *Consultant* notes that not all documents listed in the BPSS are of equal value. The objective is to verify a document that is issued by a trustworthy and reliable source, is difficult to forge, has been dated and is current, contains the owner's name, photograph and signature and itself requires some evidence of identity before being issued (for example, a passport or national ID card).
- S 504.6.4 National Insurance Numbers (NINOs) can be obtained fraudulently and cannot be relied on as a sole means of establishing identity or right to work. Temporary numbers beginning with TN or ending in a letter from E to Z inclusive are not acceptable.
- S 504.6.5 Where verification of identity is not straightforward, but a decision is nevertheless taken to employ an individual, the *Consultant* notifies the *Client* and records the matter on the early warning register.

S 504.7 Nationality and immigration status (including an entitlement to undertake the work in question) – outline requirements

- S 504.7.1 Nationality and immigration status may be verified by physically checking appropriate documentation or, in exceptional circumstances only, by means of an independent check of United Kingdom (UK) Visas and immigration records.
- S 504.7.2 The *Consultant* takes the necessary steps to ensure that an individual has the right to remain in the UK and undertake the work in question, including a review of the individual's settlement status as required under the "EU Settlement Scheme" (see link in **Annex 02**) where applicable.
- S 504.7.3 The *Consultant* applies all checks consistently and complies its obligations under the "Equality Act 2010" (see link in **Annex 02**).

S 504.8 Employment history (past 3 years) – Outline requirements

- S 504.8.1 The *Consultant* verifies the individual's recent (minimum of three years) employment or education history, as applicable, by
- following up references with previous employers,

- verifying His Majesty's Revenue and Customs (HMRC) tax returns or accountant certified company accounts for self-employment periods,
- verifying academic certificates,
- means of a commercially available CV checking service or
- in exceptional circumstances or where there are unresolved gaps, by means of an independent check of HMRC records.

S 504.8.2 To ensure that individuals are not concealing associations or unexplained gaps, the *Consultant* carries out an investigation to address any doubts over the information provided before proceeding further with the BPSS requirements.

S 504.9 Criminal record (unspent convictions only) – Outline requirements

S 504.9.1 The *Consultant* notes that the requirement to verify 'unspent' convictions does not apply when the BPSS is being carried out as part of the groundwork for NSV, where a full check of criminal records ('spent' and 'unspent') are made as part of that process.

S 504.9.2 Under the terms of the "Rehabilitation of Offender Act 1974" (see link in **Annex 02**), it is reasonable for employers to ask individuals for details of any 'unspent' criminal convictions. The Act states that if an offender remains free of further convictions for a specified period (the 'rehabilitation period'), the conviction becomes 'spent'. Where rehabilitation has taken place, the individual is to be treated as if the offence had never been committed.

S 504.9.3 The *Consultant* may choose to use the basic disclosure certificate check option available from the "Disclosure and Barring Service" (see link in **Annex 02**) to meet this verification requirement.

S 504.9.4 Where 'unspent' convictions have been disclosed, the *Consultant* carries out a risk assessment, which may include the need for legal advice, before proceeding further.

S 504.10 Approval for employment

S 504.10.1 General guidance and requirements post BPSS verification are contained in "Part IV – Post Verification Process of the HMG Baseline Personal Security Standard" (see link in **Annex 02**). An outline description of the core requirements is included below but does not relieve the *Consultant* from its obligation to comply with all the requirements of the BPSS.

S 504.10.2 Subject to paragraph S 504.10.3 and unless advised to the contrary by the *Client*, all Staff for whom a completed BPSS has been submitted may be treated by the *Consultant* as suitable to undertake the duties referred

to in paragraph S 504.2.1.

S 504.10.3 The *Client* ordinarily requires a period of three working days from receipt of a fully completed BPSS security check for its internal approvals process and prior to the subsequent issue of access permits and passes. The *Client* may exclude from the *Client's* premises any individual for whom a BPSS is not supplied, is incomplete or is otherwise unsatisfactory.

S 504.10.4 BPSS checks with a sealed “criminal record declaration” are assessed separately on a case by case basis by the *Client*. The *Client* advises the *Consultant* if the individual has been approved as suitable to undertake all or any of the duties referred to in paragraph S 504.2.1.

S 504.11 Incomplete or unsatisfactory BPSS verification records

S 504.11.1 Where a BPSS is incomplete or is otherwise unsatisfactory, the *Client* advises the *Consultant* of the deficiencies and the actions needed to correct them.

S 504.11.2 The *Client* contacts its “Security Team” (See link in **Annex 02**) to address any actions needed as a result of an incomplete or otherwise unsatisfactory BPSS check

S 504.12 Renewal of the BPSS

S 504.12.1 Under most circumstances, renewal of the BPSS is not required.

S 504.12.2 The *Consultant* rechecks the immigration status of migrant Staff before their current right to remain in the United Kingdom visa expires or within 12 months of the previous check, whichever is the sooner. These checks are repeated until the employee can demonstrate an indefinite right to remain in the United Kingdom or until the employment comes to an end.

S 504.12.3 The *Client* instructs the *Consultant* to carry out additional security checks on any Staff required to operate in or on “List X” (see definition in **Annex 01** and link in **Annex 02**) premises owned, operated or accessible by the *Client*.

S 504.12.4 If an individual, who has previously been the subject of a BPSS check, leaves the employment of the *Consultant* and is subsequently re-employed by the *Consultant* within 12 months, the original security check authorisation may be reinstated. The *Client* may require additional evidence before reinstating the original security check authorisation. In all other cases of re-employment, the full BPSS check is to be carried out.

S 504.13 Ongoing personnel security management (“aftercare”)

- S 504.13.1 The *Consultant* monitors, manages and supports the required behaviours of Staff who are approved for work on the contract in line with the principles contained in the “HMG Security Policy Framework” and reports to the *Client* immediately if the continuing suitability of an individual is in doubt.
- S 504.13.2 Where the *Consultant* reports a case of doubt or the *Client* considers that the actions of any individual does not conform to the *Client’s* required behaviours, the *Client* may instruct the *Consultant* to review the performance of the individual concerned. The *Consultant* takes appropriate action in consequence of the review, which may include
- agreeing a performance improvement plan,
 - a temporary suspension of permits and passes or
 - removal of the individual in accordance with NEC4 PSSC clause 21.2 of the *conditions of contract*.

S 504.14 Retention of documentation

- S 504.14.1 The documentation associated with the BPSS check is retained by the *Consultant* until Completion is reached and for a period of 12 calendar months after the individual has ceased to be employed on the contract.
- S 504.14.2 The *Consultant* destroys all electronic and paper copies of documentation which it is no longer required to retain.

Part Two – National Security Vetting (NSV)

S 504.15 Procedures

- S 504.15.1 In all cases, verification of identity and the individual’s entitlement to undertake the work in question is to be carried out before embarking on NSV.
- S 504.15.2 Other than in exceptional circumstances, the NSV is not to be undertaken before the individual’s BPSS check has been completed satisfactorily. The *Consultant* agrees with the *Client*, on a case by case basis, any exceptional cases where the NSV and the BPSS procedures are required to be carried out in parallel.
- S 504.15.3 The *Client* determines if any Staff need to undertake the NSV in addition to the BPSS check.
- S 504.15.4 If the *Client* considers that the NSV is required, the *Client* identifies, manages and undertakes the necessary vetting at the *Client’s* expense.
- S 504.15.5 Where the *Client* determines that the NSV is required, the approval process set out in section S 504.10 does not apply, unless the *Client* instructs otherwise. Access permits and passes are only issued on

satisfactory completion of the NSV.

Part Three – Cabinet Office Efficiency and Reform Group requirements

S 504.16 Admittance to the *Client's* premises

- S 504.16.1 The *Consultant* submits to the *Client* details of people who are to be employed by it and its subcontractors on the *service*. The details include a list of names and addresses, the capacities in which individuals are employed and any other information required by the *Client*.
- S 504.16.2 The *Client* may instruct the *Consultant* to take measures to prevent unauthorised persons being admitted on to the *Client's* premises. The instruction is a compensation event if the measures are additional to those required by the Scope.

S 504.17 Passes

- S 504.17.1 All Staff are required to carry a *Client's* pass whilst working in any of the *Client's* premises.
- S 504.17.2 The *Consultant* submits to the *Client* a list of the names of individuals for whom passes are required. The *Client* issues the passes to the *Consultant*. Each pass is returned to the *Client* by the *Consultant* when the individual no longer requires access to the *Client's* premises or after the *Client* has given notice that the individual is not to be admitted to any of the *Client's* premises.

S 504.18 Recorded images

- S 504.18.1 The *Consultant* does not take recorded images, for example, photographs or videos, of the *Client's* premises or any part of them unless it has obtained the approval of the *Client*.
- S 504.18.2 The *Consultant* takes the measures needed to prevent Staff taking, publishing or otherwise circulating such recorded images.

S 506 People Strategy

S 506.1 Equality, Diversity and Inclusion

- S 506.1.1 The *Consultant* assists the *Client* in achieving its equality, diversity and inclusion (EDI) ambition to build an inclusive culture. An inclusive culture encourages, supports and celebrates diverse voices to improve the experience of the *Client's* employees, its supply chain (at any stage of remoteness from the *Client*) and its customers. The *Client's* intention is to embed principles of equality, diversity and inclusion into all areas of its business, driving real change in how it works with its customers and

communities, its supply chain (at any stage of remoteness from the *Client*) and its employees.

The *Client* believes that to achieve its vision of a safer, more reliable and greener strategic road network that uses new technology, supports the economy and is integrated into the national transport network, it needs to deliver an inclusive, accessible road network and services that meet the needs of the diverse customers and communities it serves.

This requires the *Client* to work collaboratively with its diverse supply chain (at any stage of remoteness from the *Client*) so that its working practices are inclusive, and the strategic road network is accessible and integrated for both its users and communities living alongside the network.

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

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

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

S 506.2 Inclusion Action Plan (IAP)

S 506.2.1 The IAP (see **Annex 05** for IAP template and additional guidance) covers the key areas of EDI.

The IAP focuses attention throughout the *service* on

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

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

- creating an inclusive working culture, practices and environment that enable everyone to perform to their full potential,
- considering and meeting the diverse needs of customers and neighbouring communities throughout the life of the *Client's* contracts and

- developing wider supply chain capability (at any stage of remoteness from the *Client*) around EDI.

The *Consultant* ensures that the IAP is accompanied by relevant contextual information and relates specifically to the contract. The IAP relates specifically to the *Consultant's* business (or each of the Consortium Members, if applicable).

S 506.2.2 The IAP names an individual from the *Consultant* to act as the EDI responsible officer to

- be responsible for ensuring the implementation and ongoing development of the IAP,
- ensure quarterly reports and information are provided as required,
- facilitate continuous improvement reviews and
- act as a single point of contact on all matters concerning EDI.

S 506.2.3 The *Consultant* prepares an IAP in accordance with the template provided in **Annex 05** and submits it to the *Client* for acceptance within 12 weeks of the *starting date* to demonstrate how it develops an iterative approach to supporting the *Client* in meeting its EDI objectives throughout the *service*.

S 506.2.4 All relevant information for the submission is to be included and the total IAP does not exceed 20 pages.

The IAP includes

- current EDI position/ baseline - what does the *Consultant's* baseline data say about where it is (this provides some guidance as to the additional actions to be taken or actions to be dis/continued). The *Consultant* provides evidence of improvements against the original baseline position in subsequent submissions, across the duration of the contract,
- action/ task – what the *Consultant* does to meet the requirements,
- when does this happen – when does the *Consultant* take the action specified above,
- EDI responsible officer – who within the *Consultant's* organisation is responsible for this action,
- resource - the *Consultant* considers the resources needed to action tasks over and above those of the responsible officer and
- measure of success (outcome/ key performance indicators (KPIs)) – what does success look like? How does the *Consultant* know it has made a tangible difference? What difference has this activity made?

S 506.2.5 A reason for the *Client* not accepting the IAP is that

- it does not demonstrate how the requirements are passed down to any subcontractor (at any stage of remoteness from the *Client*),
- it does not demonstrate how the *Consultant*
 - ensures the working culture, practice and environment is inclusive,
 - considers and understands the diverse needs of customers and neighbouring communities,
 - holds itself and any subcontractor (at any stage of remoteness from the *Client*) to account in delivering the plan,
 - monitors and provides evidence of year on year improvements or
- it does not meet the aims of the equality duties contained within the Discrimination Acts and set out in section S 507 Discrimination, Bullying & Harassment and Modern Slavery of the Scope.

S 506.2.6 Each quarter, the *Consultant* submits an updated IAP showing progress made against the initial IAP. The *Consultant* provides a copy to the *Client* within 14 days of the end of each quarter. The *Client's* EDI team reviews and scores the IAP in line with the Collaborative Performance Framework (CPF) (see links in **Annex 02**) metrics.

S 506.2.7 At Completion, the *Consultant* submits a final IAP using the "Inclusion Action Plan Final Report Template" provided in **Annex 05**, outlining work undertaken and the difference it has made, across the life of the contract, to improving equality, diversity and inclusion to the *Client's* and the *Consultant's* organisations and its subcontractors (at any stage of remoteness from the *Client*).

S 506.3 Employment and Skills

S 506.3.1 The *Consultant* ensures that the skills, resources and capabilities are in place, in its own organisation and throughout its supply chain (at any stage of remoteness from the *Client*), to deliver the *service* and performance required including

- quantification and delivery of any new employment opportunities that is generated whilst Providing the Service and outlining how the *Consultant* and its supply chain (at any stage of remoteness from the *Client*)
 - attracts new people to apply, considering under-represented groups that have not historically seen the sector as a career option. For example, women, Black, Asian and other ethnic minority groups, the long term unemployed, those not in employment, education or training (NEETs) and people with disabilities and

- recruits new people into the sector,
 - identification and delivery of opportunities to develop and deploy new skills that contributes to improved performance against the *Client's* key performance indicators (KPIs) and imperatives (see section **S105**, and as enhanced by the scope of individual Task Orders). This includes those new skill areas outlined in the “Transport Infrastructure Efficiency Strategy” (see link in **Annex 02**) and
 - identifies and delivers on opportunities to improve perceptions of careers within the highways sector including through outreach, work placements/ experience and apprenticeships to develop a new talent pool for the sector. This includes assisting the *Client* in delivering on its commitments in relation to the “Transport Infrastructure Skills Strategy: Building Sustainable Skills” (see link in **Annex 02**).

- S 506.3.2 Within 12 weeks of contract award, the *Consultant* prepares and submits the “Employment and Skills Plan” (ESP) in accordance with the template in section S 506.5 to the *Client* for acceptance.

- S 506.3.3 A reason for the *Client* not accepting the ESP is that it does not
 - demonstrate how the *Consultant* complies with the contract,
 - demonstrate how the requirements are passed down the supply chain (at any stage of remoteness from the *Client*),
 - clearly define outputs and how they are measured and
 - meet the requirements or provides evidence of how the *Consultant*
 - attracts, recruits and retains a greater diversity of new entrants to the sector,
 - holds itself and its supply chain (at any stage of remoteness from the *Client*) to account in delivering the ESP or
 - monitors and provides evidence of year on year improvement.

- S 506.3.4 The *Consultant* appoints an individual as employment and skills lead to
 - be responsible for ensuring the implementation and on-going development of the ESP,
 - ensure quarterly reports and information are provided as required,
 - facilitate continuous improvement reviews and
 - act as a single point of contact on all matters concerning employment and skills for the *service*.

- S 506.3.5 The *Consultant* submits to the *Client* for acceptance a workforce planning annual report of the *Consultant's* workforce planning and development

data. The *Consultant* uses the template in section S 506.6 twelve (12) months after submission of the ESP, and every 12 months after that until Completion.

S 506.3.6 A reason for the *Client* not accepting the workforce planning annual report is that it does not demonstrate how the *Consultant*

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

S 506.3.7 The *Consultant* supports the *Client*, in undertaking continuous improvement reviews of all information regarding the *Consultant's* progress in delivering against the provisions of employment and skills requirements including

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

S 506.4 Skills and Apprenticeships

S 506.4.1 The *Client* is required to monitor and report to the Department for Transport (DfT) on apprenticeships created and in place in the delivery of their programme. To support this the *Consultant* delivers new apprenticeships on the contract and submits to the *Client*, on a quarterly basis, the apprenticeship report as detailed in section S 506.7. The due dates for this reporting will be confirmed to the *Consultant* by the *Client* after the *starting date*.

S 506.5 Employment and Skills Plan (ESP)

S 506.5.1 The ESP is comprised of four sections

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

S 506.5.2 Section 1 – Workforce Planning and Development Data

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

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

S 506.5.3 Section 2 – Methodology

This section describes

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

S 506.5.4 Section 3 – Statement of Outputs

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

- improvement in its inclusive recruitment capability verified by a recognised inclusive recruitment specialist,
- the greater of either one apprenticeship for every
 - £3 million by which the Price for Service Provided to Date is forecast to or changes (whichever is the greater) or

- 2.5% of the total workforce forecast to be or actually engaged on the contract (whichever is greater),
- quantification of each of the outputs scheduled in table 1 below, influenced by the needs of the *service* and the context and how these will be delivered and
- in delivering on the apprenticeship targets, the *Consultant* assists the *Client* in its commitment to increasing the diversity of the sector's workforce and to contributing to achieving the Transport Infrastructure Skills Strategy: Building Sustainable Skills ambition of
 - 20% of new entrants to engineering and technical apprenticeships to be female by 2020, achieving parity with the working population by 2030,
 - meeting the government's target for the number of Black, Asian and minority ethnic candidates undertaking apprenticeships and
 - identification and quantification of any additional outputs not scheduled in Table 1 and how these will be delivered.

TABLE 1: Output type, priority & definition		
Output type	Priority area	Definition
Worklessness (as defined by the Office of National Statistics (see link in Annex 02))		
Workless job start (26 weeks sustained)		A new job start, sustained for at least 26 weeks, where the candidate was previously Workless prior to being employed.
Workless graduate job start		A graduate job start where the candidate was previously Workless.
Apprenticeships		
Apprenticeship start		New Staff recruited as an apprentice into the workforce and enrolled on an approved "apprenticeship standard" (see link in Annex 02) relevant to the delivery of the <i>service</i> .

Existing apprenticeship		An existing member of Staff who is enrolled onto an approved apprenticeship standard in order to up skill the workforce.
Job creation		
Job start		A new job start for an individual recruited as a result of the contract. This could include a graduate job start (non Workless).
Educational/career support		
Placement position		A position intended to enable an individual to learn, develop or enhance their knowledge and skills in an industry or job role by providing a short work experience placement.
Professional status attainment		Number of individuals supported to attain professional registration and status in agreed critical skills shortage disciplines at no cost to the individual. This includes registration at technician, incorporated and chartered levels.
Sector skills qualifications attainment		Number of individuals supported to attain technical or occupational skills relevant to the delivery of the <i>service</i> at no cost the individual. This includes National Vocational Qualifications (NVQs), health and safety qualifications and leadership qualifications.
School engagement		Education activities that enhance the reputation of the sector and support schools and school students by raising awareness of and interest in the educational and employment opportunities in the industry.

- S 506.5.5 The following outputs assist the *Consultant* in achieving the objective shared training initiatives such as “Shared Apprenticeship Schemes” (see link in **Annex 02**).
- S 506.5.6 Section 4 – Implementation Action Plan (ImAP)
This section is an action plan detailing
- the actions the *Consultant* plans to take to deliver on the objectives,
 - what the milestones are to complete these actions,
 - when these milestones are to be delivered,
 - what outputs and outcomes it expects to achieve and
 - who is responsible for delivering each action.
- S 506.5.7 The ImAP details
- how compliance is supported, managed and monitored throughout by the *Consultant* and its supply chain (at any stage of remoteness from the *Client*),
 - how the effectiveness of the ImAP is evaluated, lessons learned, captured and shared to improve employment and skills practice by the *Consultant* and its supply chain (at any stage of remoteness from the *Client*) for the contract and for future contracts and
 - how the *Consultant* and its supply chain (at any stage of remoteness from the *Client*) intends to build capability to deliver inclusive recruitment.
- S 506.5.8 In relation to improving inclusive recruitment capability the ImAP includes how the *Consultant*
- reviews attraction and recruitment policies and procedures to ensure the eradication of practices that are discriminatory, create unfair conditions of employment or create unequal rates of pay that cannot be justified,
 - identifies and removes existing and potential barriers, as outlined in “Recruiting for Success” (see link in **Annex 02**), which result in disproportionate impacts at different stages of the recruitment process (job design, role descriptions, job adverts, application, shortlisting, interview and hire) whether by the *Consultant* or its supply chain (at any stage of remoteness from the *Client*),
 - engages in outreach activities and publicises vacancies to encourage applicants from a diverse range of groups. This includes how the *Consultant* analyses the local demographic and works with relevant partners to ensure that employment opportunities contribute as effectively as possible to local economic growth and that the workforce used to Provide the Service becomes

increasingly reflective of the diverse communities served by the *service*,

- quantitatively and qualitatively monitors and reports on the effectiveness of its attraction, recruitment and promotion activity by protected characteristics,
- gains external verification from a recognised inclusive recruitment specialist of the inclusiveness of its recruitment practice,
- reviews and supports each of its subcontractors to adopt and implement an inclusive attraction and recruitment policy and action plan in respect of its respective workforces engaged in the performance of the contract and
- collaborates with the *Client* and other suppliers to effectively share good practice, learn from experience and find new ways to attract and recruit a workforce that reflects the diverse communities to be served by the Road Period.

S 506.6 Workforce planning annual report template and guidance

S 506.6.1 The workforce planning annual report consists of the following two sections

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

S 506.6.2 Progress and current position

S 506.6.2.1 Consists of

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

S 506.6.3 Plan for the next 12 months

S 506.6.3.1 Consists of

- a revised forecast of annual gaps in people capacity and capability,
- an update of preferred employment and skills solutions to address capacity and skills gaps,

- a forecast of annual gaps in people capacity and capability for the duration of the *service*, with quarterly updates and identification of those gaps that are critical using the “occupational descriptors” (see link in **Annex 02**) and
- a narrative explaining the changes that have been proposed and how they will deliver the intended results.

S 506.7 Reporting template and guidance for apprenticeships

S 506.7.1 The *Consultant* ensures that the *Client* can identify all apprentices individually appointed under the requirements of the contract. The *Consultant* provides a rolling 3-month monitoring report to the *Client* within 5 working days of the start of each calendar month detailing performance against the annual proposal in respect of each apprentice appointed or proposed to be appointed under the contract but who has not completed the apprenticeship, including

- number of apprenticeships to be started that month,
- actual and planned start dates for existing and proposed apprenticeships,
- postcode of workplace,
- gender,
- ethnicity,
- level of apprenticeship (1 – 7) in accordance with Table 2 below as set out in the UK Government’s “A guide to apprenticeships” publication of March 2019” (see link in **Annex 02**) (and as amended),
- apprenticeship framework or standard,
- occupation of apprenticeship (reported against the “Standard Occupation Classification (SOC) 2020 codes” (see link in **Annex 02**)),
- category of apprenticeship,
- planned apprenticeship finish date,
- whether the apprentice is still engaged on Providing the Service and
- national insurance number.

S 506.7.2 The *Consultant* submits its return using the “Apprenticeship data collection form” (see link in **Annex 02**).

S 506.8 Collection, analysis and use of workforce data

S 506.8.1 Background

- S 506.8.1.1 The *Client* recognises that developing a diverse and inclusive supply chain and workforce is critical in meeting the needs and expectations of road users and communities. Collecting, analysing and using workforce data is an essential part of this. It helps the *Client* and the *Consultant* to identify areas of development so that the experience of the *Client's* and the *Consultant's* workforces and the services they deliver to diverse customers and communities are improved.
- S 506.8.1.2 As part of its equality, diversity and inclusion activity, the *Client* requires the *Consultant* and its subcontractors (at any stage of remoteness from the *Client*) to take part in an annual workforce diversity data benchmarking exercise. The exercise is run in collaboration with the "Supply Chain Sustainability School" (SCSS) and uses the SCSS's "Diversity Sustainability Tool" (including any revisions or updates to the tool which are made from time to time) (see links in **Annex 02**) online to collect data, which the *Consultant* and its subcontractors (at any stage of remoteness from the *Client*) use free of charge.
- S 506.8.2 Methodology
- S 506.8.2.1 The *Consultant* provides anonymised workforce data on an annual basis using the SCSS's "Diversity Sustainability Tool". This data is provided by the *Consultant* in a 12-week period between June and September each year. The data provided relates to the *Consultant's* and subcontractor's (at any stage of remoteness from the *Client*) organisations in their entirety, for all employees engaged in contracts.
- There are two versions of the tool
- 'lite' version
 - which is used where the *Consultant* has 250 employees or less and
 - full version
 - which is used where the *Consultant* has more than 251 employees.
- Once the *Consultant* has completed its submission, it receives access to a personalised dashboard which allows the *Consultant* to easily benchmark itself against its cohorts and track its progress year on year.
- S 506.8.2.2 The *Consultant* uses the data collected to
- support its Inclusion Action Plan as set out in Scope section S 506.2,
 - support its Employment and Skills Plan as set out in Scope section S 506.5 and
 - provide data to meet the *Client's* social value metrics.

S 506.9 Roads Academy

- S 506.9.1 The *Consultant* assists the *Client* in achieving its vision of a connected country with safer, smoother and more reliable journeys for its customers.
- The *Client* believes that to achieve its vision, its current and future leaders, and the current and future leaders in its supply chain, need to have the confidence and capability to lead and develop their teams effectively to achieve high performance levels and provide innovative solutions to its current and emerging challenges.
- S 506.9.2 Where the contract is equal to or exceeds the value of £20m (twenty million pounds) by which the Prices are forecast to or change, the *Consultant* is required to enrol Staff in the *Client's* Roads Academy Programme.
- S 506.9.3 Where the *Consultant* makes use of subcontractors to Provide the Service, the *Consultant* enrolls a minimum of
- two individuals in the “Roads Academy - Aspiring Leader’s Programme” where
 - a minimum of one individual is a direct employee of a subcontractor (at any stage of remoteness from the *Client*) and
 - two individuals in the “Roads Academy - Strategic Leader’s Programme” where the individuals are either
 - a direct employee of the *Consultant* or
 - a direct employee of a subcontractor (at any stage of remoteness from the *Client*)
- ensuring that direct employees of the subcontractor (at any stage of remoteness from the *Client*) are given equal access to this learning package as individuals directly employed by the *Consultant*)
- for the first £20m by which the Prices are forecast to or change (whichever is the greater).
- S 506.9.4 Where the *Consultant* does not use subcontractors to Provide the Service, the *Consultant* supports the “Roads Academy” by enrolling a minimum of
- two individuals in the “Roads Academy - Aspiring Leader’s Package (Level 1)” and
 - two individual in the “Roads Academy - Strategic Leader’s Package (Level 2)”
- for the first £20m by which the Prices are forecast to or changes (whichever is the greater).
- S 506.9.5 The number of individuals to be enrolled applies proportionally after the first £20m by which the Prices are forecast to or change (whichever is greater) rounded down to the nearest individual, where for every additional £5m (five million pounds) the *Consultant* enrolls either

- one individual in the “Roads Academy - Aspiring Leader's Programme” where the individual is either
 - a direct employee of the *Consultant* or
 - a direct employee of a subcontractor (at any stage of remoteness from the *Client*) or
- one individual in the “Roads Academy - Strategic Leader's Programme” where the individual is either
 - a direct employee of the *Consultant* or
 - a direct employee of a subcontractor (at any stage of remoteness from the *Client*)

ensuring that direct employees of the subcontractor (at any stage of remoteness from the *Client*) are given equal access to this learning package as individuals directly employed by the *Consultant*).

Where the *Consultant* does not use subcontractors to Provide the Service, the *Consultant* supports this requirement by enrolling its direct employees only in the relevant programme.

S 506.9.6 The method used to calculate the enrolment requirements set out in this section S 506.9 is shown as illustrative examples in the table below

Prices are forecast to or change	Initial enrolment requirement for the first £20m of Prices	Additional enrolment requirement for remaining Prices value	Overall number of individuals required to be enrolled in Roads Academy
£21 million	4 individuals	0 (=£1 million)	4 (= £20 million)
£34 million	4 individuals	2 (=£10 million)	6 (= £30 million)
£93 million	4 individuals	14 (=£70 million)	18 (= £90 million)
£355 million	4 individuals	67 (=£335 million)	71 (=£355 million)
£509 million	4 individuals	97 (=£485 million)	101 (=£505 million)

S 506.9.7 The *Consultant* follows the process set out in the “Roads Academy Membership Application” (see link in **Annex 02**) to enrol all required individuals in the “Roads Academy”, where

- the full contract period is less than two years
 - the *Consultant* enrolls all the required individuals in the “Roads Academy” at once within 13 weeks of the *starting date* or
- the full contract period is equal to or more than two years, the *Consultant* spreads the enrolment of the required individuals in the “Roads Academy” across each year of the contract period,
 - starting with the first cohort of individuals being enrolled within 13 weeks of the *starting date* and

- the remaining individuals being enrolled in the years thereafter, until all the required individuals have been enrolled. The *Consultant* ensures that all remaining required individuals are enrolled in the respective learning programmes at least twelve months before the earlier of the Completion Date or Completion of the programme.

S 506.9.8 Where possible, the *Client's* aim is to ensure a steady stream of individuals enrolled in the "Roads Academy". If required, the *Consultant* seeks guidance from the *Client* on how to best spread enrolment of individuals due to participate in the "Roads Academy".

S 506.9.9 When choosing individuals to take part in the "Roads Academy", the *Consultant* is required to operate in accordance the *Client's* requirements of equality, diversity and inclusion at all times, as set out in the Scope.

S 506.9.10 The *Consultant* reports to the *Client* the following details of all enrolled individuals in the "Roads Academy", within 13 weeks of the *starting date*

- individual's name,
- individual's learning programme desired start date,
- individual's employer's name and
- individual's relationship to the *Consultant*, e.g. subcontractor or directly employed by the *Consultant*.

This report is updated every 12 months thereafter, where the *Consultant* reports to the *Client* the

- progress of enrolled individuals in its learning package to date and
- where the contract requires as set out in paragraph S 506.9.4, outlines the next cohort of individuals due to start their learning package.

S 507 Discrimination, Bullying & Harassment and Modern Slavery

S 507.1 The *Consultant* does not discriminate directly or indirectly or by any way of victimisation or harassment against any person contrary to the Discrimination Acts.

S 507.2 In Providing the Service, the *Consultant* co-operates with and assists the *Client* to satisfy its duty under the Discrimination Acts to

- eliminate unlawful discrimination, harassment and victimisation,
- advance equality of opportunity between different groups and
- foster good relations different groups.

S 507.3 The *Consultant* ensures that its employees, or subcontractor employees (at any stage of remoteness from the *Client*) comply with the *Client's* requirements. Where a *Consultant* is required to carry out any activity on the *Client's* premise or alongside the *Client's* employees on any other premise complies with the requirements of

- the Discrimination Acts and
- the *Client's* "Respect at Work" policy (see link in **Annex 02**).

If the *Client* considers that the presence or conduct of any Staff or subcontractors (at any stage of remoteness from the *Client*) at any location relevant to Provide the Service is in breach of the *Client's* policies, the *Client* instructs the *Consultant* to implement corrective action.

- S 507.4 The *Consultant* notifies the *Client* as soon as it becomes aware of any investigation or proceedings brought against the *Consultant* under the Discrimination Acts in connection with the contract and
- provides any information requested by the investigating body, court or tribunal in the timescale allotted,
 - attends (and permits a representative from the *Client* to attend) any associated meetings,
 - promptly allows access to any relevant documents and information and
 - co-operates fully and promptly with the investigatory body, court or tribunal.
- S 507.5 The *Consultant* complies with all applicable human rights and employment laws in the jurisdictions in which it works and has robust means of ensuring that the subcontractors (at any stage of remoteness from the *Client*) also comply.
- S 507.6 The *Consultant* complies with the *Client's* "Anti-slavery (Human Trafficking) policy" (see link in **Annex 02**) and familiarises itself with the *Client's* "Anti-slavery and human trafficking statement" (see link in **Annex 02**). The *Consultant* carries out an annual audit to monitor its compliance with the "Modern Slavery Act 2015" (see link in **Annex 02**) which covers all its obligations under all its existing *Client* contracts. The *Consultant* prepares and delivers to the *Client* no later than 1st August each year an annual
- slavery and human trafficking report,
 - transparency statement and
 - a risk register with mitigating actions
- which comply with the "Modern Slavery Act 2015" (see link in **Annex 02**), and sets out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.
- S 507.7 The *Consultant* does not purchase any raw materials, resources or products that has been sourced from producers or manufacturers using forced labour and child labour in its operations or practice. The

Consultant ensures that any subcontract (at any stage of remoteness from the *Client*) contains provisions to the same effect as this section S 507. The *Consultant* implements due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under the contract.

S 507.8 The *Consultant* ensures that any subcontractors (at any stage of remoteness from the *Client*) have not been convicted of slavery or human trafficking offences anywhere in the world.

S 507.9 The *Consultant* reports the discovery or suspicion of any slavery or trafficking by it or its subcontractors (at any stage of remoteness from the *Client*) to the *Client* and the “Modern Slavery Helpline” (see details in **Annex 02**).

S 507.10 The *Consultant* ensures that any subcontract (at any stage of remoteness from the *Client*) relevant to Provide the Service, contains provisions to the same effect as this section S 507. The *Consultant* may propose to the *Client* for agreement, that a specific subcontract (at any stage of remoteness from the *Client*) relevant to Provide the Service, does not comply with the requirements of this section S 507. The *Consultant* provides a detailed reason for not including some or all of the requirements of this section S 507 in the specific contract. The *Consultant* provides further details when requested by the *Client* to assist their consideration. If accepted by the *Client*, the *Consultant* is relieved from including some or all of the requirements of this section S 507 in the specific contract.

A reason for not accepting is that the *Client* considers it practicable to include some or all of the requirements of this section S 507 in the specific subcontract.

S 507.11 A failure to comply with this section is treated as a substantial failure by the *Consultant* to comply with the contract.

S 508 Conflict of Interest

S 508.1 The *Consultant* does not take an action which would cause an actual or potential conflict of interest to arise in connection with the contract. The *Consultant* immediately notifies the *Client* if an actual or potential conflict of interest arises, including if there is any uncertainty about whether an actual or potential conflict of interest exists or arises. The *Consultant* designates and notifies the *Client* of the senior officer responsible for monitoring and overseeing conflicts of interest.

S 508.2 The *Consultant* notifies its employees and subcontractors (at any stage of remoteness from the *Client*) who are Providing the Service that they do not take any action which would cause an actual or potential conflict of interest to arise in connection with the service, and that if one does

arise they immediately notify the senior officer responsible for monitoring and overseeing conflicts of interest.

S 508.3 The *Consultant* ensures that any employee and any subcontractor (at any stage of remoteness from the *Client*), who are Providing the Service, completes a conflict of interest form set out in **Annex 02** and whenever they become aware of an actual or potential conflict of interest. Unless the *Client* requires otherwise, a declaration of interests form should be completed on an annual basis. The *Consultant* notifies the *Client* if an actual or potential conflict of interest is declared.

S 508.4 The *Consultant* ensures any subcontractor (at any stage of remoteness from the *Client*) immediately notifies the *Consultant* and the *Client* if there is any uncertainty about whether a conflict of interest exists or arises.

S 508.5 If the *Consultant* or subcontractor (at any stage of remoteness from the *Client*) notifies the *Client*, of any actual or potential conflict of interest or, if the *Client* becomes aware of any actual or potential conflict of interest the *Client*

- requires the *Consultant* to stop Providing the Service until any conflict of interest is resolved,
- requires the *Consultant* to submit to the *Client* for acceptance a proposal to remedy the actual or potential conflict of interest and
- where it considers an actual or potential conflict of interest can be managed, requires the *Consultant* to submit a conflicts of interest management plan for acceptance by the *Client*.

A reason for not accepting the proposal is

- it does not resolve or
- it does not remedy

the conflict of interest.

The *Consultant* amends the proposal in response to any comments and resubmits it for acceptance by the *Client*. The *Consultant* complies with the proposal once it has been accepted.

A reason for not accepting the conflicts of interest management plan is

- it does not manage or
- it does not mitigate

the conflict of interest.

The *Consultant* amends the conflicts of interest management plan in response to any comments and resubmits it for acceptance by the *Client*. The *Consultant* complies with the conflicts of interest management plan once it has been accepted.

S 509 *Client's Fair Payment Charter, Supplier Counter Fraud, Bribery and Corruption Code of Conduct*

- S 509.1 The *Consultant* complies (and ensures that any person employed by it or acting on its behalf complies) with the *Client's*
- “Fair Payment Charter” and,
 - “Supplier Counter Fraud, Bribery and Corruption Code of Conduct”
- (see links in **Annex 02**) throughout the *service*.
- S 509.2 A failure to comply with this section is treated as a substantial failure by the *Consultant* to comply with its obligations.

S 511 Communications

- S 511.1 The *Consultant* does not release any information into the public domain in relation to the *service* without prior approval from the *Client*.
- S 511.2 The *Consultant* does not, unless agreed otherwise with the *Client*
- make any comment to the press regarding the *service*, give interviews, allow interviews to be given, or take part in any television, radio or web-based programmes relating to the *service*,
 - allow any subcontractors (at any stage of remoteness from the *Client*) to make any comment to the press regarding the *service*, give interviews, allow interviews to be given, or take part in programmes relating to the *service*,
 - issue press, news releases or other text, artists' impressions, filmed images, drawings, plans, CAD data, photographs or similar relating to the *service*,
 - publish any public communications, including internet and digital communications, relating to the *service*,
 - use site hoardings or notices, or allow them to be used, for the purposes of advertising or
 - use images or text relating to the *service* for advertising or publicity purposes.
- S 511.3 The *Consultant* immediately notifies the *Client* of any communication from
- media enquiries (including social media),
 - customer enquiries,
 - identified stakeholder groups at regional and/or national level,
 - local media or national media,

- Members of Parliament (MPs) or Members of European Parliament (MEPs) and
- any other third party

that it receives in relation to the contract. The *Consultant* must not respond directly to any enquiries about, or on behalf of, the *Client* unless agreed with the *Client*.

S 511.4 The *Consultant* complies with the *Client's*

- "Communication Strategy"
- "Social Media Policy" and
- visual identity specifications, "Our visual identity" and "Normal not formal". a guide to our corporate narrative, tone of voice and writing style"

when Providing the Service (see links in **Annex 02**).

S 511.5 Any communications material developed by the *Consultant* must be approved by the *Client* prior to its distribution/publication.

S 511.6 The *Consultant* shall liaise with the *Client* or delegates, in the first instance, in relation to all communications activities, opportunities and issues, unless otherwise agreed by the *Client*.

S 511.7 The *Consultant* shall catalogue and record all documents, relating to work undertaken during the lifetime of this contract.

S 511.8 The *Consultant* shall provide a monthly communications report to the *Client*. The report is a mandatory requirement and is to include details of all proactive and reactive communications activity undertaken by the *Consultant* (and subcontractor where applicable). The report must also include details of all known existing or potential communication risks (e.g. damage to the *Client's* reputation), known enquiries or issues; progress with project milestones, and community liaison work. The *Consultant* is not required to purchase a media monitoring or cuttings service in order to prepare the monthly report or as part of this contract.

S 511.9 The *Consultant* shall provide a project communications plan, prior to the commencement of an event or communications activities relating to the service, along with any copies of communications literature (e.g. leaflets and other printed materials) developed by the *Consultant* for use prior to, or during, the service.

S 511.10 All communication plans produced by the *Consultant* require acceptance by the *Client* prior to the implementation of the plans, and the commencement of the service. The *Consultant* shall put into action the accepted communications plan.

- S 511.11 The *Consultant* shall work with the *Client* to identify key groups of customers and interested parties they need to communicate with. The *Consultant* shall work with the Director of Transformation to ensure these groups have the information required via the *Client's* approved channels of communication.
- S 511.12 The *Consultant* shall ensure that customers have the opportunity to provide feedback to the *Consultant* and the *Client* in relation to the service.
- S 511.13 The *Client* requires the following from the *Consultant* in relation to communication:
- regular liaison between the *Consultant* and the *Client*.
 - to attend regular communications management meeting, set up by the *Client*, to discuss communications best practise, all known existing or potential risks, any other all communications activities relating to the service.
 - a basic fact sheet and route map to be available for issue to the media as required; and
 - to maintain regular and open communication with the *Client* and respond to general correspondence within 48 hours i.e. responding to emails about programme queries, support i.e. day to day working.

S 512 Data Protection

- S 512.1 The Parties acknowledge that for the purposes of Data Protection Legislation
- the *Client* is the Data Controller unless otherwise specified in schedule A or schedule B (in **Annex 06**),
 - the *Consultant* is the Processor unless otherwise specified in schedule A or schedule B,
 - the only processing that the Processor is authorised to do is listed in schedule A by the Data Controller and is not determined by the Processor,
 - the term processing and any associated terms are to be read in accordance with article 4 of the “UK GDPR” (see link in **Annex 02**) and
 - schedule A (in **Annex 06**) constitutes a data processing agreement where required by the Data Protection Legislation.
- S 512.2 The *Consultant* processes the Data in accordance with the Data Protection Legislation and only to the extent necessary for the purpose of Providing the Service.
- S 512.3 The *Consultant* does not knowingly do anything or permit anything to be

- done which might lead to a breach of the Data Protection Legislation by either Party.
- S 512.4 The *Consultant* obtains and maintains, until the Completion Date all registrations and notifications that it is obliged to obtain and maintain pursuant to the “Data Protection Legislation” (see link in **Annex 02**) in respect of Providing the Service.
- S 512.5 The *Consultant* only processes Data to the extent that it relates to the
- types of Data,
 - categories of Data Subject and
 - nature and purpose
- as set out in schedule A (in **Annex 06**) and only for the duration specified in schedule A unless the *Consultant* is required to do so otherwise by Law. If required, the *Consultant* promptly notifies the Data Controller before processing the Personal Data unless prohibited by Law.
- S 512.6 Without prejudice to paragraph S 512.2 the *Consultant* processes the Data only in accordance with the instructions of the *Client* unless the *Consultant* is required to process Data for other reasons under the laws of the United Kingdom or European Union (or a member state of the EEA) to which the *Consultant* is subject. If the *Consultant* is required to process the Data for these other reasons, they inform the *Client* before carrying out the processing, unless prohibited by relevant law.
- S 512.7 The *Consultant* immediately informs the *Client* if it believes that an instruction infringes the Data Protection Legislation or any other applicable law.
- S 512.8 The *Consultant*
- ensures that it has in place Protective Measures, for acceptance by the Data Controller, which are appropriate to protect against a Data Loss Event which takes into account the
 - nature of the data to be protected,
 - harm that might result from a Data Loss Event,
 - state of technological development,
 - cost of implementing any measures.
 - submits the Protective Measures for acceptance by the Controller. In the event of non-acceptance, the Processor proposes alternative Protective Measures for acceptance by the Data Controller until they are accepted. Reasons for non-acceptance are inadequate Protective Measures that do not meet the requirements of this section or GDPR guidance. and

- implements 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.

The *Consultant* ensures that its processing is in accordance with the Data Protection Legislation and protects the rights of Data Subjects.

S 512.9 The *Consultant* submits details of its Protective Measures to the *Client* for acceptance by the *Client*. A reason for not accepting them is that they are not adequate to protect against a Security Incident.

S 512.10 The *Consultant* ensures that

- the Processor Personnel does not process Personal Data except in accordance with this agreement (including schedule A),
- it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensures that they
 - are aware of and comply with the Processor's duties under this section,
 - are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor,
 - are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Data Controller or as otherwise permitted by this contract,
 - have undergone adequate training in the use, care, protection and handling of Personal Data and
 - do not transfer Personal Data outside of the UK unless the prior written consent of the Data Controller has been obtained and the following conditions are fulfilled
 - the destination country has been recognised as adequate by the UK government in accordance with article 45 "UK GDPR" or section 74 of the Data Protection Act 2018 (see links in **Annex 02**),
 - the Data Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with "UK GDPR" article 46 or section 75 Data Protection Act 2018 (see links in **Annex 02**)) as determined by the Data Controller,
 - the Data Subject has enforceable rights and effective legal remedies,
 - the Processor complies with its obligations under Data Protection Legislation by providing an appropriate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Data Controller in meeting its obligations),

- the Processor complies with any reasonable instructions notified to it in advance by the Data Controller with respect to the processing of the Personal Data and
- at the written direction of the Data Controller, delete or return Personal Data (and any copies of it) to the Data Controller on termination of the agreement unless the Processor is required by Law to retain the Personal Data.

S 512.11 The *Consultant* ensures that access to the Data is limited to those persons who need access for the *Consultant* to Provide the Service and (in each case) to such parts of the Data as are strictly necessary for the performance of that person's duties.

S 512.12 Not Used

S 512.13 The *Consultant* provides the *Client* with all reasonable assistance in the preparation of any Data Subject Access Request, for the *Client*.

Assistance, at the discretion of the Data Controller could include

- a systematic description of the envisaged processing operations and the purpose of the processing,
- an assessment of the necessity and proportionality of the processing operations in relation to the services,
- an assessment of the risks to the rights and freedoms of Data Subjects and
- the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

S 512.14 Subject to S512.15, the *Consultant* immediately notifies the *Client* if it

- receives a Data Subject Request (or purported Data Subject Request),
- receives a request to rectify, block or erase any Personal Data,
- receives any other request, complaint or communication relating to either Party's obligations under Data Protection Legislation,
- receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this agreement,
- receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,
- becomes aware of a Data Loss Event,
- receives a Data Subject Access Request (or purported Data Subject Access Request),

- receives a complaint or request relating to the *Client's* obligations under the Data Protection Legislation or
 - receives a request from any Supervisory Authority for assistance or information, unless provided by relevant law.
- S 512.15 The *Consultant's* obligation to notify under S 512.14 includes the provision of providing further information to the Data Controller, as details become available.
- S 512.16 The *Consultant* assists and co-operates with the *Client* in relation to any complaint or Data Subject Access Request received pursuant to paragraph S 512.14, including the *Consultant* to
- provide full details of the complaint or Data Subject Access Request,
 - comply with the Data Subject Access Request within the time limits set out in the Data Protection Legislation and in accordance with the instructions of the *Client* and
 - promptly provide the *Client* with any Personal Data and any other information requested to enable the *Client* to respond within the time limits to the Data Subject Access Request.
- S 512.17 The *Consultant* does not process the Data outside the EEA (other than in the United Kingdom) without the agreement of the *Client*. Where the *Client* agrees, the *Consultant*
- provides evidence for acceptance to the *Client* of appropriate safeguards as required by the Data Protection Legislation. A reason for non-acceptance is inadequate measures or non-compliance with the Data Protection Legislation,
 - complies with the *Client's* offshoring of data section and
 - complies with the instructions of the *Client*.
- S 512.18 The *Consultant* complies with the requirements of the *Client* and the *Client* in relation to the storage, dispatch and disposal of Data in any form or medium. Any requirement for the *Consultant* to destroy or delete copies of the Data is subject to the law of the European Union, the UK or a member state of the EEA to which the *Consultant* is subject to and that requires Data to be retained.
- S 512.19 The *Consultant* notifies the *Client* as soon as it becomes aware of a Security Incident or any other data protection breach. The notification includes
- 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 Protective Measures taken, or to be taken, to address the breach, including measures taken to mitigate any possible adverse effects.
- S 512.20 In the event of a Security Incident, the *Consultant* provides the *Client* with full co-operation and assistance in dealing with the Security Incident, including, notifying individuals affected by the Security Incident or a Supervisory Authority as required by the Data Protection Legislation and in accordance with the instructions of the *Client*.
- S 512.21 On request the *Consultant* provides to the *Client* all information to demonstrate the *Consultant's* compliance with data protection.
- S 512.22 Taking into account the nature of the processing, the *Consultant* provides the Data Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under S 512.14 (within the timescales required by the Data Controller) including to promptly providing
- the Data Controller with full details and copies of the complaint, communication or request,
 - such assistance as is reasonably requested by the Data Controller to enable the Data Controller to comply with a Data Subject Request within the relevant timescales set out in Data Protection Legislation,
 - the Data Controller, at its request, with any Personal Data it holds in relation to a Data Subject,
 - assistance as requested by the Data Controller following any Data Loss Event and
 - assistance as requested by the Data Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Data Controller with the Information Commissioner's Office.
- S 512.23 The Processor maintains complete and accurate records and information to demonstrate its compliance with this data protection section. This requirement does not apply where the Processor employs fewer than 250 staff, unless
- the Data Controller determines that the processing is not occasional,
 - the Data Controller determines the processing includes special categories of data as referred to in article 9(1) of the "UK GDPR" or Personal Data relating to criminal convictions and offences referred to in article 10 of the "UK GDPR" (see link in **Annex 02**) or
 - the Data Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

- S 512.24 Before allowing any Sub-Processor to process any Personal Data related to the contract, the *Consultant*
- notifies the *Client* in writing of the intended Sub-Processor and processing,
 - obtains the agreement of the *Client*,
 - enters into a written agreement with the Sub-Processor which gives effect to the terms set out in the contract such that they apply to the Sub-Processor and
 - provides the *Client* with information regarding the Sub-Processor as the *Client* requires.
- S 512.25 The *Client* may, at any time revise this section S 512 and **Annex 06** by replacing it with any applicable controller to processor standard provisions or similar terms forming part of an applicable certification scheme.
- S 512.26 The Parties agree to take account of any guidance issued by the “Information Commissioner’s Office”.
- S 512.27 The Processor allows for audits of its Data Processing activity by the Data Controller or the Data Controller’s designated auditor.
- S 512.28 Each Party designates its own Data Protection Officer if required by the Data Protection Legislation.
- S 512.29 Before allowing any Sub-processor to process any Personal Data related to this agreement, the Processor
- notifies the Data Controller in writing of the intended Sub-processor and processing,
 - obtains the written consent of the Data Controller,
 - enters into a written agreement with the Sub-processor which gives effect to the terms set out in this data protection section which apply to the Sub-processor and
 - provides the Data Controller with information regarding the Sub-processor as the Data Controller requires.
- The Processor remains fully liable for all acts or omissions of any of its Sub-processors.
- The Parties agree to take account of any guidance issued by the Information Commissioner’s Office. The Data Controller gives the Processor not less than 30 working days’ notice if it amends this agreement to ensure that it complies with any guidance issued by the Information Commissioner’s Office.

S 512.30 Not Used

S 512.31 A failure to comply with this section S 512 is treated as a substantial failure by the *Consultant* to comply with its obligations.

S 513 Offshoring of data

S 513.1 In this section Risk Assessment is a full risk assessment and security review carried out by the *Consultant* and submitted to the *Client* in accordance with the “HMG Security Policy Framework (SPF)” and the “Information Management System” (see links in **Annex 02**).

S 513.2 The *Consultant* does not engage in any Offshoring activity inclusive but not limited to storing data, providing services or solutions that are classified in the OFFICIAL tier or higher in accordance with the “HMG Government Security Classifications” (see link in **Annex 02**).

The *Consultant* does not

- keep any data offshore,
- allow in any way for data to be accessed from an offshore location,
- host the *Client*’s project systems, services or information outside the UK,
- allow staff based outside the UK to have access to the *Client*’s systems, services or information,
- develop system applications outside the UK, or
- send diagnostic data to an organisation outside the UK as a result of break / fix activity

until the *Client* has confirmed to the *Consultant* that

- the *Client* has gained approval for such action in accordance with the “NHPOL0079 Information Management Policy” (see link in **Annex 02**) or
- such approval is not required.

S 513.3 The *Consultant* ensures that no offshore premises are used in Providing the Service until

- such premises have passed a Risk Assessment acceptable to the *Client* or
- the *Client* confirms to the *Consultant* that no Risk Assessment is required.

S 513.4 The *Consultant* complies with an instruction from the *Client* to provide any information required to allow the *Client* to

- gain approval for storing data or allowing access to data from an offshore location in accordance with S 513.2 or
- conduct a Risk Assessment for any premises in accordance with S 513.3.

- S 513.5 The *Consultant* ensures that any subcontract (at any stage of remoteness from the *Client*) contains provisions to the same effect as this clause.
- S 513.6 The *Consultant* complies with an instruction from the *Client* to provide any relevant information regarding its subcontractors (at any stage of remoteness) enabling the *Client* to conduct a Risk Assessment.
- S 513.7 A failure to comply with this section is treated as a substantial failure by the *Consultant* to comply with the contract.

S 514 Information Systems and Security

S 514.1 General Requirement

- S 514.1.1 This section sets out the requirements in respect of Information Systems that
- are developed, procured, provided and made available to the *Client* by the *Consultant* for the purposes of performing the information requirements under the contract,
 - are developed, procured and provided by the *Consultant* relating to its own corporate business and operations of performing the information requirements under the contract,
 - are provided or made available by the *Client* for use by the *Consultant* for the purposes of performing the information requirements under the contract and
 - are likely to be provided or made available by the *Client* for use by the *Consultant* for the purposes of performing the information requirements under the contract.
- S 514.1.2 To the extent that the *Consultant* is required to create or maintain any information under the contract in electronic format, the *Consultant* ensures that, at all times
- a format is agreed with the *Client*,
 - information is maintained to allow fast and efficient electronic transfer of information to the *Client* or Others
 - without additional costs to the *Client* or Others,
 - the need for complex, expensive procedures or processes, and
 - in any event in a format that complies with the *Client's* requirements for such transfer.
 - such information is backed up and copies are held in off-site storage in accordance with procedures agreed with the *Client* and

- it implements and complies with (and ensures that its sub consultants implement and comply with) all procedures for information back-up and off-site storage referred to in this paragraph.

S 514.1.3 The *Consultant* maintains all its Information Systems to enable its segregation from any other computer or electronic storage devices, systems, materials or information of the *Consultant* and transfer to the *Client* or an Incoming Consultant, efficiently and without additional expense or delay immediately on termination or expiry of the contract.

S 514.1.4 The *Consultant* complies with the information management system (IMS), a platform outlining additional information for the processes of data and information requirements, which is available at <https://highwaysengland.co.uk/ims>

S 514.2 Consultant Information Systems

S 514.2.1 The *Consultant* at the *starting date*

- has in place and provides or makes available to the *Client*, appropriate Information Systems (and relevant hardware required to use Information Systems) of the type set out in section S 514.9 and S 514.10, to comply with the *Client* information requirements and the contract management information requirements,
- has in place Information Systems (electronic or otherwise) of the type set out in the non-exhaustive list in table 1, to comply with the *Consultant* information requirements concerning its own corporate business and operations and
- has proof of compliance with the His Majesty's Government "HMG Security Policy Framework (SPF)" (see link in **Annex 02**) in respect of those Information Systems.

S 514.3 Client Information Systems & Training

S 514.3.1 Unless otherwise agreed with the *Client*, the *Consultant* uses and interfaces with the *Client's* current systems (table 2, below) and new systems (table 3) when available.

S 514.3.2 The *Client* provides relevant training for all relevant systems provided by the *Client* that are listed in this Scope section ("Information Systems and Security" Scope section S 514).

S 514.3.3 The *Consultant* proposes a list of appropriate Staff to be trained for each requirement for acceptance by the *Client*. The *Consultant* liaises with the *Client* to programme the training to optimise efficiencies.

S 514.4 Access Requirements to Information Systems provided by the

Client

S 514.4.1 Gateway access requirements

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

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

S 514.4.2 Unless otherwise agreed with the *Client*, the *Consultant* connects to the Gateway, using a virtual private network specified by the *Client*.

S 514.4.3 The *Consultant*

- applies, via the *Client*, to the *Client* for authorisation to connect to the Gateway and connects to the Gateway in a manner to be specified by the *Client*,
- procures and pays for the installation and ongoing costs of connection of any of its premises or Information Systems to the Gateway through a telecommunications network, taking into account the data volume and the number of the Staff that it expects to use the Gateway,
- arranges suitable support and business continuity for connection to the Gateway,
- facilitates the installation and maintenance of the Gateway by the *Client* or Others,
- employs appropriate requirements and procedures, and trains its Staff to operate the current systems,
- attends training in connection with the implementation, and where appropriate, the *Consultant* facilitates the implementation of new systems and any other systems required by the *Client* and
- does not alter any documents provided by the *Client* through the Gateway (which are the exclusive property of the *Client*) without the prior agreement of the *Client*.

S 514.4.4 The *Consultant* acknowledges that

- the network technology underlying the Gateway is subject to change from time to time,
- access through and continued membership of the Gateway requires the *Consultant* to comply with (and the *Consultant* complies with)
 - applicable user access requirements,

- “HMG Security Policy Framework SPF” (see link in **Annex 02**) and
- other confidentiality, technical and security requirements set out in the contract.

S 514.4.5 The connection point to the Gateway situated at the *Consultant’s* premises is located in a room that is secured from theft, damage, unauthorised or malicious use to reduce risk to the connection point by using appropriate physical security controls as set out in HMG SPF. The location remains fixed for the duration of the contract unless the *Consultant* requests and the *Client* approves a new location.

S 514.4.6 Other access requirements

- *Client* Information Systems not covered by paragraph 1.4.1 may be accessed through the internet via third party hosts and using relevant software applications installed on the *Consultant* systems. They are not subject to the same security and related access requirements that apply to *Client* Information Systems accessed through the Gateway,
- The *Consultant* may request authorisation and other details regarding internet access to the *Client* Information Systems from the *Client*. The *Consultant* provides further information to the *Client* required for the *Client’s* consideration of such a request including Staff names, locations, computer equipment to be used and
- The *Consultant* ensures that any device which is used to access or process *Client* data meets all of the security requirements set out in the National Cyber Security Centre (NCSC) “End User Devices Platform Security Guidance” (see link in **Annex 02**).

S 514.5 Access Requirements to Information Systems provided by the Consultant

S 514.5.1 The *Consultant* provides the *Client* remote access to the *Consultant’s* Information Systems and related documents

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

S 514.6 Consultant Security and User Access

S 514.6.1 The *Consultant* ensures that all persons who use the *Client* Information Systems for or on behalf of the *Consultant* comply with the *Client’s* security requirements.

S 514.6.2 The *Consultant* is responsible for determining any formal application and security clearance requirements to enable the *Client* to access any Information Systems provided by the *Consultant*. The *Consultant* informs

the *Client* of those requirements, including timescales, no later than 4 weeks after the *starting date*.

- S 514.6.3 The *Consultant* immediately notifies the *Client*'s IT security team and the help desk when Staff with access to the *Client*'s IT network, are no longer Providing the Service.
- S 514.6.4 The *Client* suspends any accounts if they are not used for a continuous period of six months or for Staff who are no longer Providing the Service.
- S 514.6.5 The *Client* deletes any accounts if they are not used for a continuous period of 13 months or for Staff who are no longer Providing the Service.
- S 514.6.6 The *Client* immediately suspends any accounts supplied to persons who use *Client* Information Systems for or on behalf of the *Consultant* if they are
- used by anyone other than the person for whom they were created (the "authorised user"),
 - used from a device which is not issued by the *Consultant* or
 - used from a physical location not agreed by the *Client*.

The *Consultant* provides for acceptance by the *Client*

- a formal explanation for the account's misuse and
- proposed actions to ensure that issues do not re-occur.

Accounts suspended are not to be re-opened until the *Client* has accepted the explanation and proposed actions.

In all these cases the *Client* is not liable for any financial penalty or other expense incurred as a result of the *Consultant* failing to meet its commitments.

S 514.7 Software and Licences

- S 514.7.1 The *Consultant* grants, or procures the grant of licences required to allow the *Client* to use the Information Systems developed, procured or otherwise provided by the *Consultant* to the *Client*.
- S 514.7.2 The *Consultant* has in place or procures its own licences required to use common software applications that it may require to be able to interface with, or to access *Client* Information Systems.
- S 514.7.3 The *Consultant* applies to the *Client* for licences to allow the *Consultant* to use certain Information Systems provided or made available by the *Client*.

S 514.8 Liaison and cooperation between *Client* and *Consultant*

S 514.8.1 The *Client* is adopting an Information Technology Infrastructure Library best practice approach for Information communication and technology (ICT) services. The *Consultant* demonstrates a formal approach to its ICT service management through the development of an ICT strategy and make its ICT strategy available to the *Client*.

S 514.9 Systems provided by the *Consultant* to meet *Client* and Contract Management Information Requirements

S 514.9.1 Electronic document and records management

The *Consultant* develops proposals, for acceptance by the *Client*, for developing an Information System that electronically manages both the electronic and physical records (including documents, records and e-mails) which are created and maintained on behalf of the *Client*. Documents and records are defined in the *Clients* record policy, a copy of which can be obtained from the *Client*.

S 514.9.2 A reason for not accepting the proposal includes:

- not enabling the effective management and where applicable the disposal of records,
- preventing the *Client* to comply with its records management policy and other obligations inclusive of the “Public Records Act 1958” (see link in **Annex 02**) (and amendments) or
- prevention of efficient transfer of records to the *Client*.

S 514.9.3 Once accepted, the *Consultant* implements and operates an Information system for the management of electronic and physical records.

S 514.10 Information Systems provided by the *Consultant*

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

System	Comment
IT and Information Security Systems	The <i>Consultant</i> implements IT and Information Security systems to protect the confidentiality, integrity, and availability of this information it handles, and have those systems independently audited. The <i>Consultant</i> aligns these systems to meet the <i>Client</i> ’s requirement for the services provided.

Quality Management System	The <i>Consultant</i> implements a quality management Information System which ensures consistency and improvement of working practices. The <i>Consultant</i> aligns its quality management Information System to meet the quality requirement used by the <i>Client</i> .
Collaboration System	The <i>Consultant</i> fully utilises tools and software that enhance collaboration by all community partners.
Change Control System	This Information System manages changes to processes and systems.
Human Resource Management System (HRMS)	The <i>Consultant</i> uses a HRMS to manage issues such as recruitment, skill sets, employee history and payroll.
Financial Management System (FMS)	The <i>Consultant</i> uses a FMS to produce timely in-year and year-end management and accounting information.
Project Management System	System to assist in the planning and organisation of activities in order to meet the <i>Consultant's</i> objectives.
	or any revised systems notified by the <i>Client</i>

S 514.11 Current Systems provided by the *Client* to meet the contract management information requirements

Table 2 Current Systems	
Current Information System	Description
National Highways Supply Chain Portal	An internet collaboration site for the <i>Client</i> and its partners
Customer Relationship Management System (CRM)	The CRM is a Microsoft Dynamics 365 system that manages the CRM strategy to ensure long lasting relationships with the <i>Consultant's</i> customers. It acts as one central and consistent stakeholder / customer database where all interactions with stakeholders and associated tasks are managed on one platform. It is associated to the Confirm system.

CEMAR – (Contract Event Management Analytics and Reporting)	<p>CEMAR is a cloud based NEC contract management system. It is a collaborative tool that requires the; <i>Client</i> and <i>Consultant</i> to manage contract events through the system as required by good practice NEC contract management. System features include the following</p> <ul style="list-style-type: none">• contract event management through registers e.g. Early Warnings, Compensation Events, <i>Client</i> Instructions and more,• application for payments / Invoices,• technical queries and Defect management and• general communications. <p>Multiple in-built reports and charts and graphs proving reports and dashboards across one or multiple contracts to allow effective management of contracts through outputs on communication behaviour, cost, quality, risk and time.</p>
Highways Accident Reporting Tool (HART)	HART is an online incident / accident reporting Information System.
Lean Tracker System	A system used to capture and track lean benefits.
PBA Web Portal	Cost Intelligence tool for capturing payments to Tier 2 suppliers from Project Bank Accounts on live contracts.

S 514.12 New Systems to be used by the *Consultant* when made available

Table 3 New Systems	
New Information System	Description
Performance Management Information System	The <i>Client</i> may introduce a Performance Management Information System (PMIS) or other system for recording and reporting against the relevant requirements. When/ if provided, the <i>Consultant</i> provides performance data directly into the PMIS.

S 514.13 Security Plan

- S 514.13.1 The *Consultant* prepares a robust information security plan complying with the *Client's* information security requirements and submits it to the *Client* for acceptance. Reasons for non-acceptance would be any non-compliance to this section. The *Consultant* includes the security plan in its

quality management system. The security plan complies with the requirements of ISO/IEC27001 and ISO/IEC27002 and includes procedures which

- ensure compliance with the Data Protection Legislation,
- protect information against accidental, unauthorised or unlawful processing, destruction, loss, damage or disclosure of Personal Data,
- ensure that unauthorised persons do not have access to Personal Data or to any equipment used to process Personal Data,
- protect IT systems from viruses and similar threats,
- provide for disaster recovery, and in particular ensures that the Personal Data is safely backed-up and
- provide for the vetting of its employees and subcontractors' staff in accordance with the *Client's* staff vetting procedures.

- S 514.13.2 The *Consultant* provides training for its employees and subcontractors in accordance with the security plan.
- S 514.13.3 The *Consultant* does not use any confidential or proprietary information provided to or acquired by it for any purpose other than to Provide the Service. The *Consultant* implements measures to prevent the disclosure of such information by its employees or subcontractors.
- S 514.13.4 The *Client's* security policy is set out in the information management system (IMS) (see link in **Annex 02**).
- S 514.13.5 On Completion, termination or if requested by the *Client*, the *Consultant* gives to the *Client* all Personal Data held by them in a format specified by the *Client* (or any subcontractor at any stage of remoteness from the *Client* and Sub-Processor) and destroys, and procures any subcontractor (at any stage of remoteness from the *Client*) and any Sub-Processor destroys, any electronic and paper copies of such data in a secure manner.
- S 514.13.6 Where the *Consultant* obtains or collects Personal Data on behalf of the *Client*, the *Consultant*
- provides to Data Subjects a data protection notice in a form accepted by the *Client* informing the Data Subject of
 - the identity of the *Client*,
 - the identity of any data protection nominated lead it may have appointed,
 - the purpose for which their Personal Data will be processed and

	<ul style="list-style-type: none"> ○ 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 Personal Data.
S 514.13.7	A failure to comply with this section is treated as a substantial failure by the <i>Consultant</i> to comply with its obligations.
S 514.13.8	Not used
S 514.13.9	Not used
S 514.14	Not used
S 514.15	Data Handling Requirements
S 514.15.1	<p>The <i>Consultant</i> complies with the <i>Client's</i> data handling policy (see link in Annex 02) and section S 512, Data Protection, when working on the <i>Client's</i> systems or handling the <i>Client's</i> data.</p> <p>Prior to processing personal data on behalf of the <i>Client</i>, the <i>Consultant</i> submits a security plan to the <i>Client</i> for acceptance that complies with the requirements of ISO/IEC27001 and ISO/IEC27002. Reason for non-acceptance would be failure to comply with this section.</p>
S 514.15.2	A system on which the <i>Consultant</i> holds any <i>Client's</i> data, including back-up data, is a secure system that complies with the security policy.
S 514.16	Breach of Security
S 514.16.1	<p>"Breach of security" is the occurrence of</p> <ul style="list-style-type: none"> • any unauthorised access to or use of the Information Systems, the <i>Client</i> Premises, the Sites, the Service Provider System, the <i>Client</i> systems (to the extent that it is under the control of the <i>Consultant</i>) and/or any IT, information or data (including the confidential information and the <i>Client</i> Data) used by the <i>Client</i> and/or the <i>Consultant</i> in connection with the contract; and/or • the loss (physical or otherwise), corruption and/or unauthorised disclosure of any information or data (including the confidential information and the Data), including any copies of such information or data, used by the <i>Client</i> and/or the <i>Consultant</i> in connection with the contract.
S 514.16.2	The <i>Consultant</i> develops and maintains a Security Incident management and reporting policy in accordance with ISO27001 and any relevant requirements found on the IMS. The <i>Consultant</i> makes a full log of

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

S 514.16.3 The Security Incident management process (see link in **Annex 02**), as a minimum, requires the *Consultant* upon becoming aware of a breach of security or an attempted breach of security to

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

S 514.16.4 In the event that any action is taken in response to a breach of security or attempted breach of security which occurred as a result of non-compliance of the information security management system outlined in ISO 27001 and/or the risk management with the Baseline Personnel Security standard outlined in the HMG SPF and/or the contract, then action and any required change to the Information System and/or risk management is completed by the *Consultant* at no cost to the *Client*.

S 516 Energy efficiency directive

- S 516.1 The *Consultant* supports the achievement of the
- *Client's* carbon management ambition in its "Net Zero Highways: Our 2030 / 2040 / 2050 Plan" and
 - *Client's* compliance with Procurement Policy Notes
 - "01/15 ("PPN 01/15") – Implementing Energy Efficiency Directive Article 6: further information" and
 - any related supplementary Procurement Policy Note
- when Providing the Service (see links in **Annex 02**).

Air quality

- S 516.3 In Providing the Service, the *Consultant* supports the *Client's* "Delivery Plan" aim (see link in **Annex 02**) to improve air quality in the United Kingdom and to deliver nitrogen dioxide compliance at the roadside.

- S 516.4 Not used

S 517 Environmental and sustainability requirements

S 517.1 Environmental and sustainability requirements

- S 517.1.1 In Providing the Service, the *Consultant* supports the improvement of environmental and sustainable outcomes to protect, manage and enhance the quality of the surrounding environment, with a focus on people and the built, natural and historic environment, and carbon.
- S 517.1.2 The *Consultant* complies with
- environmental legislation,
 - the relevant national policy,
 - the relevant planning policy, such as the "National Planning Policy Framework (NPPF)",
 - the "Highways England: Licence, April 2015",
 - the *Client's* "Environmental Sustainability Strategy" and
 - the *Client's* "Net Zero Highways: Our 2030 / 2040 / 2050 Plan",
- when Providing the Service (see links in **Annex 02**).
- S 517.1.3 In Providing the Service, the *Consultant* supports the *Client's* Key Performance Indicators (KPI) and Performance Indicators (PI) as described in the *Client's* "Operational Metrics Manual" (OMM) (see link in **Annex 02**).
- S 517.1.4 Not used
- S 517.1.5 Not used

S 517.1.6	The <i>Consultant</i> delivers the <i>Client's</i> responsibilities and opportunities within the "Government Buying Standards" (see link in Annex 02) when Providing the Service.
S 517.1.7	The <i>Consultant</i> demonstrates efficiency in resource use and maximisation of re-use and recycling of materials to support the circular economy ambition stated in the <i>Client's</i> "Environmental Sustainability Strategy" (see link in Annex 02) and ensures that any subcontractors (at any stage of remoteness to the <i>Client</i>) demonstrate efficiency to the same effect.
S 517.1.8	Not used
S 517.1.9	Not used
S 517.1.10	Not used
S 517.1.11	Not used
S 517.1.12	Not used

S 517. 2 Environmental Management Plan (EMP) first iteration (design stage)

S 517.2.1	Not used
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S 518 Supply chain alignment

S 518.1 Behaviours

S 518.1.1	In Providing the Service the <i>Consultant</i> performs in accordance with the <i>Client's</i> behaviours, and to ensure that these behaviours are embedded and implemented by Staff.
S 518.1.2	<p>There are a number of key drivers and benefits which the <i>Client</i> seeks to attain through working with the <i>Consultant</i> to build a high performance team culture which allows these behaviours to manifest. The key drivers and benefits are</p> <ul style="list-style-type: none"> • shared ownership of delivery outcomes that releases the potential of the participants and results in exceptional levels of performance, • open and transparent culture – fostering innovation, considered risk-taking, controlled delivery, shared problem-solving and joint investment in solutions – resulting in the creation of dynamic, responsive team-working that delivers better outcomes for all, • understanding and maximising the strengths of the <i>Client</i> and its supply chain to maximise capacity and avoid duplication and wasted effort,

- shared knowledge and innovation – where teams actively demonstrate how to accrue value from repeatability and certainty, and where to seek to innovate and
- equitable relationships based on trust, fairness and constructive challenge resulting in value-adding outcomes.

S 518.1.3 The *Client's* behaviours are

- trust and respect – doing what you say you are going to do at all times and supporting each other to enable personal, professional and contract goals to be achieved,
- accountability – ensuring commitments are kept and resulting consequences are accepted,
- decision making – ensuring access to all the necessary facts and information to make fully informed decisions and address issues,
- communication and engagement with others in the best possible way to ensure understanding, share knowledge and avoid assumptions,
- constructive challenge – having the confidence to challenge everyone regarding decisions and actions and sharing views to develop understanding and
- improvement and innovation – creating the right environment that allows new ideas to surface and be put into practice.

S 518.1.4 The *Consultant* shall challenge our thinking, to encourage innovation and help us develop creative solutions to the challenges we face. We want to be progressive and are open to new ways of working. We are not looking to be told the answers by a third party; we intend to develop creative, integrated delivery teams that work together to solve problems; this is a model of co-creation.

S 518.2 Supplier Development System

S 518.2.1 The “Supplier Development System toolkit” (“SDS toolkit”) is part of a broader suite of tools and collaborative approaches created by the *Client* in partnership with the “Supply Chain Sustainability School” (see links in **Annex 02**) and the *Client's* supply chain.

The purpose of the “SDS toolkit” is to provide consistent ways of driving transformation in the highways sector to meet its current and future challenges. The “SDS toolkit” is designed to align to the *Client's* “Strategic Business Plan” (see link in **Annex 02**), where it measures the *Consultant's* organisational alignment to the *Client's* key strategic themes of

- health, safety and wellbeing,

- leadership and collaboration,
- efficiency and effectiveness,
- net zero carbon and sustainability,
- supply chain and
- social value.

S 518.2.2 The *Consultant* uses the self-assessment function in the “SDS toolkit” to test its alignment to the *Client*’s key strategic themes.

The data collected at the *Consultant*’s self-assessments relates to the *Consultant*’s organisation in their entirety.

The *Consultant*’s initial self-assessment is completed within four weeks of the *starting date* and then annually on its anniversary, until Completion.

The *Consultant* completes its self-assessment using one of two versions of the “SDS toolkit”. Where the *Consultant* has

- 250 employees or less
 - the SDS ‘lighter’ version is used and
- more than 250 employees
 - the SDS ‘light’ version is used.

Following the *Consultant*’s initial self-assessment, the “SDS toolkit” presents the *Consultant* with a baseline alignment report in the form of the ‘SDS Action Plan’.

S 518.2.3 The ‘SDS Action Plan’ contains recommendations setting out how the *Consultant* can improve its organisational alignment with the *Client*’s key strategic themes using the learning and development resources available via the “Supply Chain Sustainability School”.

S 518.2.4 Data gathered from the *Consultant*’s self-assessments is not used by the *Client* for any purpose other than to measure the *Consultant*’s organisational improvement progress against its initial ‘SDS Action Plan’.

The *Client* does not use data gathered in the *Consultant*’s ‘SDS Action Plan’ to inform any part of performance measurements stated in the contract or any other commercial or procurement related processes and activities linked to other contracts with the *Client*.

S 518.2.5 The *Consultant* undertakes an improvement progress review with the *Client* addressing all aspects of its ‘SDS Action Plan’ [six months] after completion of its initial self-assessment, and then on a [six-monthly] basis until *Completion*, or as agreed with the *Client*.

S 518.2.6 The *Client* monitors the *Consultant*’s ongoing commitment to improving its organisational alignment with the *Client*’s key strategic themes based

on the “SDS toolkit” vision. A failure of the *Consultant* to demonstrate commitment includes

- on-going lack of engagement with the *Client* on SDS matters,
- failure to update its ‘SDS Action Plan’ or
- not taking actions to implement the recommendations made in the ‘SDS Action Plan’.

S 518.2.7 Not used

S 519 – S 525 Not Used

S 526.2 Customer

S 526.2.1 The customer is any person or organisation that uses or is affected by the *service* or by the *Consultant* Providing the Service, including

- all road users,
- neighbouring communities and community groups,
- tenants, persons and organisations that lease from the *Client* and
- the public who use the *service*.

S 526.2.2 The *Client*’s overarching “Customer Service Strategy” (see link in **Annex 02**) sets out the approach to improving works and services provided to its customers. The *Consultant* and subcontractors (at any stage of remoteness from the *Client*) adheres to the “Customer Service Strategy” and all current and future customer service standards published by the *Client* when Providing the Service.

S 526.3 Customer Maturity Matrix and Customer Centric Action Plan

S 526.3.1 The *Consultant* (or where there is a joint venture, each Consortium Member) undertakes customer maturity assessments with the *Client*’s supplier performance Improvement Team every two years unless instructed otherwise by the *Client*. The “Supply Chain Customer Maturity Self Assessment”, and the “Supply Chain Customer Maturity and Customer Centric Action Plan Implementation Toolkit” to be used for the customer maturity assessments are in **Annex 02**.

S 526.3.2 The *Consultant* (or where there is a joint venture, each Consortium Member) produces a “Supply Chain Customer Centric Action Plan Template” (see link in **Annex 02**) using the outputs of the customer maturity assessments which covers its overarching actions in relation to customers under all its *Client* contracts.

S 526.3.3 The “Supply Chain Customer Centric Action Plan” is reviewed with the *Client* every three months unless instructed otherwise by the *Client*. The *Consultant* updates the plan with the outputs of this review and submits to

the *Client* for acceptance. A reason for not accepting the updated plan is that it does not achieve the outputs agreed at the reviews.

S 527 – S 534 Not used

S 535 Quality management system

S 535.1 The *Consultant* complies with and operates management systems as follows,

- a quality management system that complies with
 - “ISO 9001- Quality Management”, and
 - “ISO 9004- Quality Management”.
- a formal health and safety management system that complies with
 - “ISO 45001 - Occupational Health and Safety” or
 - another equivalent and relevant standard accepted by the *Client*.
- an environmental management system that complies with
 - “ISO 14001- Environmental Management Systems”.

(see links to all standards in this section in **Annex 02**).

S 535.2 Where a management system is certifiable against the standards above, the *Consultant* obtains certification from a relevant “UKAS” accredited body (see link in **Annex 02**) within 52 weeks of the *starting date* and submits to the *Client* a copy of each certificate and audit report within one week after it is obtained. The *Consultant* maintains this certification for the full duration of the contract.

S 536 – S 540 Not used

S 541 Audits and Nonconformities

S 541.1 The *Consultant* carries out a programme of internal audits in accordance with the requirements of ISO 9001 – “Quality Management”.

S 541.2 The *Client* may carry out audits of the *Consultant’s* quality management system from time to time.

S 541.3 The *Consultant* allows access at any time within working hours to any place where it or any subcontractor (at any stage of remoteness from the *Consultant*), carries out any work that relates to the contract for the *Client* to carry out audits, to inspect work and materials and generally to investigate whether the *Consultant* is Providing the Service in accordance with the contract.

- S 541.4 The *Consultant* provides all facilities and assistance necessary to allow such audits and inspections to be carried out.
- S 541.5 Following identification of a Nonconformity the *Consultant* submits within three working days, a Nonconformity report covering
- the unique reference for the Nonconformity,
 - a brief description stating which requirement is not being fulfilled and in what way,
 - the effect both current and potential, and
 - the likely cause i.e. what aspect of the quality management system or compliance with the quality management system is not functioning properly.
- S 541.6 Following submission of a Nonconformity report, the *Consultant* submits within two weeks to the *Client* for acceptance, a Corrective Action plan covering
- the unique reference of the Nonconformity,
 - description of the Nonconformity, which could be as per the Nonconformity report or expanded,
 - details of the Corrective Action proposed, including what the Corrective Action addresses, for example
 - a process design that needs changing or
 - an execution issue (including additional training, tools etc.),
 - categorisation of the Nonconformity into high, medium or low risk,
 - for high and medium risk Nonconformities
 - an analysis of the root cause of the Nonconformity commensurate with risk, including what the evidence-based underlying reason causing the Nonconformity to occur is,
 - the planned correction date and milestones,
 - named individuals to own each of the actions listed in the plan and
 - for high risk Nonconformities only, nomination of the relevant executive process owner from the *Consultant* to take overall accountability for the plan,
 - for low risk Nonconformities
 - a brief explanation describing how the Nonconformity is to be addressed considering the points stated in this section S 541.6
 - what aspect of the quality management system needs to be addressed, including details of which of the *Consultant's* processes is not performing as required,

- the method
 - of reporting progress to the *Client*,
 - to be used to confirm successful correction of the Nonconformity, to allow that to be recorded on the Quality Management Point register, including any envisaged circumstance that allows the *Client* to confirm the correction and
- adjustments to be made to the quality management system to prevent recurrence of the Nonconformity.

S 541.7 The *Consultant* keeps an up-to-date register of Nonconformities, covering

- the unique references,
- dates of Identification,
- identification methods, for example
 - through performance management,
 - by testing or
 - by audit etc.,
- date of Corrective Action plan,
- date Nonconformity corrected (i.e. confirmed as such by the *Client*) and
- traffic light type notation, where
 - red indicates
 - Nonconformity identified but no Corrective Action plan prepared and
 - where Corrective Action is not completed by its planned date,
 - amber indicates
 - Corrective Action plan prepared,
 - action in progress and
 - within planned parameters and
 - green indicates
 - Corrective Action complete and
 - accepted by the *Client*.

The *Consultant* enters the Nonconformity onto the register within three working days from its identification.

S 541.8 The *Consultant* does not begin any Corrective Action to address the nonconformity until the *Client* has accepted its proposals.

S 541.9 Within one week of the *Consultant* submitting the proposed Corrective Action plan for acceptance, the *Client* replies to such submission.

A reason for not accepting the proposed action plan is that the *Client* considers that

- it does not adequately specify actions required to ensure that nonconformities do not recur,

- it does not comply with the contract,
- the *Client* deems that the time for completing the Corrective Action is unreasonable or
- it hinders the *Client* or others.

- S 541.10 If the *Client* does not accept the proposed plan, the *Consultant* submits a revised proposal to the *Client* for acceptance within one week.
- S 541.11 The *Consultant* corrects Nonconformities and takes action to eliminate the causes of actual or potential Nonconformities within a time which minimises the adverse effect on the *Client* or others and, in any event, before carrying out any operation the same or similar as that in respect of which the Nonconformity occurred.
- S 541.12 The *Consultant* notifies the *Client* when the proposed actions have been taken and provides with the notification verification that the defective part of the *service* has been corrected.
- S 541.13 A failure to comply with this section is treated as a substantial failure by the *Consultant* to comply with the contract.

S 543 Continual Improvement

S 543.1 Purpose and Scope

- S 534.1.1 The *Consultant* operates processes for delivering Lean Continuous Improvement and Structured Innovation. A “Structured Innovation Guide” is provided for reference (see link in **Annex 02**), although the *Client* accepts that other methods may be adopted by the *Consultant*.

S 544 Performance Measurement

- S 544.1 The *Consultant* uses the “Collaborative Performance Framework (CPF)” (see link in **Annex 02**) and follows the processes set out in relation to the use of performance scores to drive improved performance.
- S 544.2 The *Consultant* uses the “SPaTS and Non-Roads” metrics, recording performance against each of the relevant indicators in the CPF and assists the *Client* in the development of the CPF by proposing and developing ways in which improvements can be made.
- S 544.3 The *Consultant* submits a return against each CPF indicator are submitted via the *Client’s performance management system*.

The first CPF covers months 1-3 from the *starting date*, and are thereafter submitted quarterly.

Performance review

- S 544.4 The *Consultant* undertakes a performance review addressing all aspects of performance on a quarterly basis, or as instructed by the *Client*, in accordance with the CPF.
- S 544.5 The Performance Level is 6 and is measured in accordance with the CPF.
- S 544.6 Where the *Consultant's* performance is below the Performance Level, this is treated as a substantial failure by the *Consultant* to comply with the contract.
- S 544.7 The *Client* leads additional reviews to assess all aspects of *Consultant* performance and trends in performance indicators. The *Consultant* assists with any additional reviews as requested by the *Client*.
- S 544.8 Not used.

S 545 Health and Safety

S 545.1 General Requirements

- S 545.1.1 The *Consultant* complies with the *Client's* health, safety and wellbeing requirements as detailed in this section.
- S 545.1.2 The *Consultant* complies with and operates according to all relevant and prevailing health, safety and wellbeing legislation, considerations, guidance and industry best practice. The *Consultant* Provides the Service in a way that aligns to the *Client's* health, safety and wellbeing policies and initiatives.

S 545.2 Management of Health and Safety

- S 545.2.1 The *Consultant*
- operates a health and safety management system in line with the requirements set out in Scope section S 535 (Quality Management Systems),
 - documents the systems and fully and effectively implements the health and safety management system prior to the start of the third Roads Period in April 2025 and
- provides evidence to the *Client* to demonstrate that the health and safety management system is documented satisfactorily and is effectively implemented to meet the timescale stated above. The *Client* may prevent the *Consultant* from starting any work until such evidence is provided.
- S 545.2.2 The requirements for certification in general, of the *Consultant's* management systems are set out in Scope section S 535 (Quality Management Systems).

The certification requirements for the *Consultant's* corporate health and safety system for the contract are
as set out in Scope section S 535 (Quality Management)

S 545.2.3 The *Consultant* operates and develops its health and safety management system to meet the *Client's* requirements. The *Consultant* provides consistency of approach and interoperability with other stakeholders where appropriate, ensuring activities are consistent between all stakeholders, allowing seamless provision of *service* between different sites.

S 545.2.4 The *Consultant's* health and safety management system forms part of the *Consultant's* quality plan set out in Scope section S 535.

S 545.3 *Consultant's* occupational health management system

S 545.3.1 The *Consultant*

- operates an occupational health management system in line with requirements of the Health and Safety Executive's (HSE) prevailing construction occupational health management model, "Managing Construction Health Risks" (see link in **Annex 02**) and
- at the *Client's* request participates in working groups to improve health and safety management performance in relation to the following topics
 - designing for health and safety in buildability and operability and maintenance,
 - construction health and safety improvement and
 - sustainable design and sustainable construction.

S 545.3.2 If, in the opinion of the *Client*, the *Consultant* commits a breach of

- any prevailing legislation (the *Client* may require the *Consultant* to stop Providing the Service until any breach is resolved),
- the *Consultant's* health and safety management system,
- a subcontractor's health and safety management system or
- the *Client's* health and safety management system

the *Client* notifies the *Consultant* and raises the issue formally via the *Client's* health and safety management system process (as set out in Scope section S 545.3 *Consultant's* occupational health management system).

S 545.3.3 The notification provided by the *Client* to the *Consultant* sets out the breach or breaches identified with reasons and outlines the minimum steps required by the *Consultant* to rectify the breach, and a date for

rectifying.

- S 545.3.4 Where the *Consultant* has been given notification of a breach, the *Consultant* rectifies the breach or failure to Provide the Service, by the date specified by the *Client*. The *Consultant* corrects other breaches that are not notified by the *Client*.

S 545.4 Subcontractors' health and safety management systems

- S 545.4.1 The *Consultant* ensures that any of its subcontractors (at any stage of remoteness from the *Client*) operate a formal health and safety management system which fulfils the requirements set out above.

S 545.5 Health safety and wellbeing culture and communication

- S 545.5.1 The *Consultant* ensures that it creates a culture and communications that align to the *Client*'s "Home Safe and Well" approach (see link in **Annex 02**) as described in Scope section S 545.23.

The *Consultant*

- provides relevant health and safety training, including induction, to relevant Staff and visitors to ensure compliance with prevailing health and safety legislation and approved codes of practice,
- establishes, operates and delivers health and safety employee consultation arrangements to Staff in accordance with applicable prevailing health and safety legislation, and,
- participates in *Client* supply chain events, programmes and initiatives as requested by the *Client*.

S 545.6 Health and safety exchange of information

- S 545.6.1 The *Client* provides relevant information requested by the *Consultant* if the information the *Client* holds is necessary to enable the *Consultant* to Provide the Service in a safe and legally compliant manner.
- S 545.6.2 The *Consultant* provides information in the frequency and format specified in the contract, or if a different frequency and format is required, as specified by the *Client*.
- S 545.6.3 The *Consultant* immediately brings to the attention of the *Client* any issue or potential issue that may have a detrimental impact on the health, safety and wellbeing of any stakeholders.

S 545.7 Health and safety resources

- S 545.7.1 The *Consultant* retains a sufficient number of competent health and safety resource as part of its management structure and ensures that its relevant resources meet the requirements in Scope section S 545.7.2.
- S 545.7.2 The minimum requirements for the *Consultant's* health and safety resources are that their leads, (meaning the role(s))
- have chartered membership of the “Institution of Occupational Safety and Health (IOSH)” (see link in **Annex 02**),
 - are qualified to National Examination Board in Occupational Safety and Health (NEBOSH) diploma standard (or higher) (see link in **Annex 02**),
 - have a demonstrable working knowledge of prevailing health and safety legislation, guidance and approved codes of practice relevant to the *service* and
 - have the appropriate level of competence, training and demonstrable experience in the field for which they are Providing the Service.

S 545.8 Health and safety competence of Staff

- S 545.8.1 The *Consultant* ensures that Staff are competent to Provide the Service and upon request provides the *Client* with information about the *Consultant's* arrangements for assuring employee competence and with employee training records.
- S 545.8.2 At commencement of the *service* the *Consultant* provides the *Client* with a statement (signed by a person authorised to sign tenders on behalf of the company) to confirm that all Staff and subcontractors (at any stage of remoteness to the *Client*) are competent to undertake the roles that they are assigned to, to deliver the *service*. The *Consultant* provides further signed statements to the *Client* when any new Staff are appointed or assigned to deliver the *service*.
- S 545.8.3 For roles where no suitable recognised competence standards exist, the *Consultant* provides information against the criteria and method it has used to provide assurance of the competence of Staff and subcontractors (at any stage of remoteness from the *Client*) for those roles.

S 545.9 Not Used

S 545.10 Incident reporting and investigation

- S 545.10.1 The *Consultant* complies with the *Client's* Guidance GG128 “Requirements for reporting incidents, events and undesirable circumstances: health, safety, wellbeing, structural and environmental” (“GG128”) (see link in **Annex 02**) or its later update or replacement, including any time periods required by “GG128”. If a time period is not

- specified in “GG128” then the *period of reply* applies unless agreed otherwise by the *Client*.
- S 545.10.2 On receipt of a notification of an incident, the *Consultant*, in line with the *Client’s* standards, determines if a formal investigation is required, and if required, follows the notification, investigation and reporting procedures as set out therein.
- S 545.10.3 The *Consultant* undertakes investigations to identify root cause(s) of the incident with an independent Competent Person who has relevant training, knowledge and experience in effective accident/incident investigation.
- S 545.10.4 Nothing prevents the *Consultant* from carrying out its own additional investigation of an incident, and in such case, the *Consultant* provides a copy of its completed incident report to the *Client*.
- S 545.10.5 The incident report provides
- root cause identification and analysis on the circumstances surrounding the accident/ incident and any remedial measures to be taken in order to prevent a recurrence and
 - any remedial measures to be taken, in order to prevent a reoccurrence and
 - relevant photographs and statements
- as an integral part of the report.
- S 545.10.6 Where the *Consultant* is compiling a draft incident report, the *Consultant* discusses the findings of the draft incident report with the *Client* prior to the production of the final draft of such a report.
- S 545.10.7 The *Consultant* implements applicable recommendations arising from incident investigations within the timescales agreed with the *Client*. The *Client* has the right to investigate any incidents wherever they may occur.
- S 545.10.8 The *Consultant* provides the *Client* unrestricted access at all reasonable times to the facilities, equipment, materials, Staff and records of the *Consultant* or the subcontractor (at any stage of remoteness from the *Client*) for this purpose (subject to any statutory or contractual obligation prohibiting this access).
- S 545.10.9 The *Consultant* provides a copy of all documents related to an incident to the *Client* in accordance with the *period for reply*. If the *Consultant* is unable to disclose documents to the *Client*, the *Consultant* provides legal advice that confirms that the documents cannot be released for legal reasons

- S 545.10.10 The *Consultant* ensures that all subcontracts (at any stage of remoteness from the *Client*) contain requirements reflecting paragraphs S 545.10.1 to 545.10.9.

S 545.12 Health and Safety management audit

- S 545.12.1 The *Consultant* allows the *Client* unrestricted access during contracted hours, to the premises, equipment, materials, Staff and records of the *Consultant* and any subcontractors (at any stage of remoteness from the *Client*) (unless a statutory or contractual obligation prohibits the disclosure of any such records) to audit any, or all of the *Consultant's* health and safety management systems. The *Consultant* includes, in all subcontracts, the rights of access for the *Client*.
- S 545.12.2 The *Consultant* implements all recommendations from these audits that are agreed by the *Client*, within a timescale agreed with the *Client*.

S 545.13 Not used

S 545.14 Medical fitness

- S 545.14.1 The *Consultant* advises the *Client* of any known medical disability or condition of any Staff or subcontractor's staff of staff of any other related party which could pose a risk to the individual, others or the *service*. The *Consultant* makes an assessment of the risk and puts in place effective controls to ensure their own health, safety and wellbeing and the health, safety and wellbeing of others in Providing the Service.
- S 545.14.2 When requested by the *Client*, the *Consultant* provides information and other evidence (anonymised and with consideration given to the protection of Personal Data as set out in Scope section S 512 (Data Protection) at any stage of remoteness from the *Client*) as may be required by the *Client* to demonstrate compliance with the requirement in paragraph S 545.14.1.

S 545.15 Health assessment and control

- S 545.15.1 The *Consultant* ensures that its Staff are provided with such health surveillance as appropriate, having regard to the risks to their health and safety which are identified by a risk assessment and in accordance with prevailing health and safety and other relevant legislation.
- S 545.15.2 The *Consultant* makes wellbeing services available to Staff as identified by the risk assessment and as appropriate, taking into consideration the nature of work and duration, and in line with, but not exhaustive of, the *Client's* instructions to make wellbeing services available.
- S 545.15.3 The *Consultant* monitors and records working days lost due to illness and stress-related conditions and introduces management systems for

minimising ill health. This data is supplied on request to the *Client*.

S 545.16 Alcohol and substance abuse

- S 545.16.1 The *Consultant* ensures that Staff, whilst engaged in Providing the Service, are not at any time in possession of, and are not under the influence of any intoxicating substance ('Prohibited Substance'). This requirement does not apply where Staff possess a Prohibited Substance for bona fide medical reasons for which the *Client* has given agreement for the Consultant Staff to be engaged in Providing the Service.
- S 545.16.2 The *Consultant* notifies the *Client* of any Staff who are undergoing a voluntary detoxification/rehabilitation programme. The *Client* has the right to prevent such *Consultant's* Staff from Providing the Service if it considers that there is a risk to the Health, Safety and Wellbeing of that employee or any other person involved in Providing the Service or a risk to the satisfactory delivery of the service.
- S 545.16.3 Where the *Client* is of the opinion, that any Staff (or any subcontractors involved in Providing the Service)
- may be in possession of,
 - have taken or
 - are under the influence of
- any Prohibited Substance while Providing the Service, the *Client* instructs the *Consultant* to perform a drug and alcohol test on the person using the
- breath test by breathalyser and,
 - urine testing by urinalysis.
- The *Client* also instructs the *Consultant* to perform a search of personal possessions and work area of the person involved in Providing the Service for evidence of a Prohibited Substance.

S 545.17 Health and Safety charity-based incentive schemes

- S 545.17.1 The *Consultant* adopts health and safety charity-based incentive schemes covering local and national charities if requested to do so by the *Client*.

S 545.18 Not used

S 545.19 Not Used

S 545.20 Driving for Better Business (DfBB)

- S 545.20.1 The *Consultant*, as part of its organisation's health and safety at work programme supports the "Driving for Better Business" (DfBB) programme (see links in **Annex 02**) and the achieving of the standards and accreditations aimed for within the programme, to provide greater focus

on measuring, monitoring and reporting of Work Related Road Risk (WRRR) to reduce incidents and the need for safety alerts.

S 545.20.2

Within six months of the *starting date* the *Consultant*

- registers with the DfBB programme (see link in **Annex 02**),
- undertakes the DfBB risk assessment and gap analysis of their 'driving at work' activities which covers all drivers and vehicles that may be used on business,
- implements a 'driving for work' policy that
 - complies with "Driving for Work" guidance (see link in **Annex 02**),
 - applies to all areas of the business,
 - applies to all types of driving undertaken,
 - is communicated effectively to Staff who drive for business purposes and
 - includes a statement from its chief executive officer (CEO) or board director responsible for WRRR that outlines the importance attached to work-related road safety.
- implements an effective system for measuring and monitoring its driver and vehicle compliance (regardless of the ownership of the vehicle). This includes
 - records of crashes and investigation results,
 - driver training or education supplied,
 - driver licence checking and relevant insurance checking,
 - employee policy acceptance and
 - where relevant, vehicle checks and defect reporting.
- implements an effective system for ensuring the same level of awareness regarding WRRS and compliance with HSE guidance through any subcontractors involved in Providing the Service,
- demonstrates to the *Client* the reduction of collisions, incidents or instances of non-compliance with the DfBB year on year, or provides a reasonable explanation if this is not the case and
- includes these requirements and ensures their compliance in all subcontracts (at any stage of remoteness from the *Client*.)

S 545.20.3

The *Consultant* shares knowledge and best practice with the DfBB

community and attends any related events and initiatives as instructed by the *Client*.

S 545.21 Security

S 545.21.1 The *Consultant* obtains the consent of Staff to the searching at any time by an authorised representative of the *Client*, of their person or their property or of any article including, without limitation, any container, package, box, holdall, suitcase or vehicle which is in the possession or use of Staff on the *Client's* premises or site or being retained by the *Client* on behalf of the *Consultant* or Staff.

S 545.21.2 Any person not complying or unwilling to comply with the requirements in paragraph S 429.21.1, is removed from the *Client's* premises or site and not permitted access to the *Client's* premises or site.

S 545.22 Not Used

S 545.23 Home Safe and Well approach

S 545.23.1 The *Consultant* submits to the *Client* for acceptance, a strategy of how it will operate around the *Client's* "Home Safe and Well" approach (see link in **Annex 02**).

The *Consultant* commits and contributes to the *Client's* "Home Safe and Well" approach by defining their own commitment to getting everyone home safe and well and considers where a positive difference can be added.

The *Consultant*

- considers how its role in connecting the country can make a difference to customers and embeds safety as the first imperative across all areas of its responsibility,
- recognises the behaviours that enable the culture change required to achieve our vision and deliver the objectives of the organisation,
- engages and collaborates as appropriate with the wider business, supply chain and other stakeholders to promote health, safety and wellbeing, recognising behaviours that bring the "Home Safe and Well" approach to life,
- is responsible and accountable for the health, safety and wellbeing of those employed by the *Consultant* and those the *Consultant* works with and
- embeds the "Home Safe and Well" approach in Providing the Service.

S 545.24 Not Used

S 545.25 Not Used

S 555 Disclosure Requests

- S 555.1 The *Consultant* acknowledges that the *Client* may receive a Disclosure Request and the *Client* may be obliged (subject to the application of any relevant exemption and where applicable, The Public Interest Test) to disclose information (including commercial sensitive information) pursuant to a Disclosure Request. Where practicable the *Client* consults with the *Consultant* before doing so in accordance with “Cabinet Office Freedom of Information Code of Practice July 2018” (see link in **Annex 02**).
- The *Consultant* responds to a consultation by the deadline set by the *Client* and to the *Client*’s satisfaction. The *Consultant* acknowledges that it is for the *Client* to determine whether such information is disclosed.
- S 555.2 When requested to do so by the *Client*, the *Consultant* promptly provides information in its possession relating to the contract and assists and co-operates to enable the *Client* to respond to a Disclosure Request within the time limit set out in the “Disclosure Request relevant legislation” below
- “Freedom of Information Act 2000”,
 - “Environmental Information Regulations 2004”,
 - “PPN01/17 Update to Transparency Principles” and its related guidance “The Transparency of Suppliers and Government to the Public” and
 - “PPN01/23 Requirements to Publish on Contracts Finder” and it’s related “Guidance on the Transparency Requirements for Publishing on Contracts Finder.”
- (see links in **Annex 02**).
- S 555.3 The *Consultant* passes any Disclosure Request received to the *Client* within 2 days of receipt unless the *Client* agrees otherwise. The *Consultant* does not respond directly to a Disclosure Request unless instructed by the *Client*.
- S 555.4 The *Consultant* acknowledges that the *Client* is obliged to publish information relating to the contract in accordance with
- “PPN 01/17 Update to Transparency Principles” and its related guidance “The Transparency of Suppliers and Government to the Public” and
 - “PPN 01/23 Requirements to Publish on Contracts Finder” and it’s related “Guidance on the Transparency Requirements for Publishing on Contracts Finder”
- except to the extent that any information in it is exempt from disclosure pursuant to the “Freedom of Information Act 2000” (see links in **Annex 02**).

The *Client* consults with the *Consultant* before deciding whether the information is exempt, but the *Consultant* acknowledges that the *Client* has the final decision.

- S 555.5 In accordance with PPN 01/17 Update to Transparency Principles, the *Consultant*
- co-operates with and assists the *Client* to comply with its obligations to publish information or
 - agrees with the *Client* a schedule for the release to the public of information relating to the *Client*,
 - provides information to assist the *Client* in responding to queries from the public as required by the *Client* and
 - supplies the *Client* with financial data relating to the contract in the form and in the times specified.

S 555.6 Not Used.

S 556 Official Secrets Act

- S 556.1 The Official Secrets Act 1911 to 1989 (“the Official Secrets Acts”) (see link in **Annex 02**) applies to the contract from the *starting date* until Completion.
- S 556.2 The *Consultant* notifies its employees and subcontractor (at any stage of remoteness from the *Client*) of its duties under the Official Secrets Acts.
- S 556.3 A failure to comply with this section is treated as a substantial failure by the *Consultant* to comply with the contract.

S 557 Confidentiality

- S 557.1 The *Consultant* keeps (and ensures that anyone employed by it or acting on its behalf keep) confidential and does not disclose to any person
- the terms of the contract,
 - any confidential or proprietary information (including Personal Data) provided to or acquired by the *Consultant* in the course of Providing the Service
- except that the *Consultant* may disclose information to
- its legal or other professional advisers,

- its employees and subcontractors (at any stage of remoteness from the *Client*) as needed to enable the *Consultant* to Provide the Service,
- where required to do so by law or by any professional or regulatory obligation or by order of any court or governmental, parliamentary or other public bodies, provided that prior to disclosure the *Consultant* consults the *Client* and takes full account of the *Client's* views about whether (and if so to what extent) the information is to be disclosed,
- which it receives from a third party who lawfully acquired it and who is under no obligation restricting its disclosure,
- which is in the public domain at the time of disclosure other than due to the fault of the *Consultant* or
- with the consent of the *Client*.

S 557.2 The *Consultant* does not (and ensures that anyone employed by it or acting on its behalf does not) use any confidential or proprietary information provided to or acquired by it for any purpose other than to Provide the Service.

S 561 Format of records

- S 561.1 The *Consultant* ensures that records are created and maintained in a format acceptable to the *Client* such as
- scanned electronic image (Acrobat .pdf),
 - editable electronic document (Microsoft Word),
 - editable electronic spreadsheet (Microsoft Excel),
 - editable vectorised drawing format (.dwg AutoCAD format or equivalent),
 - graphic electronic image in compressed (.jpg) format, or
 - other formats compatible with the *Client's* "Information Systems" as per S 514, reference documents or guidance manuals as agreed with the *Client*.
- S 561.2 The *Consultant* undertakes translation of existing records into an accepted format when instructed by the *Client*.
- S 561.3 The *Consultant* may from time to time agree with the *Client* alternative acceptable formats in which the *Consultant* maintains records, taking into account any advances and other developments in Information Systems. The *Consultant* implements any changes as agreed with the *Client*.

S 562 Records and audit access

- S 562.1 The *Consultant* keeps documents and information obtained or prepared by the *Consultant* or any subcontractor (at any stage of remoteness from the *Client*) in connection with the contract for a period of six years after the *defects date*.
- S 562.2 The *Consultant* permits the *Client* and the Controller and Auditor General to examine documents held or controlled by the *Consultant* or any subcontractor (at any stage of remoteness from the *Client*)
- S 562.3 The *Consultant* provides such explanations as the *Client* or the Controller and Auditor General considers necessary.
- S 562.4 This section does not constitute a requirement or agreement for the purposes of section 6(3)(d) of the “National Audit Act 1983” (see link in **Annex 02**) for the examination, certification or inspection of the accounts of the *Consultant*.
- S 562.5 The *Consultant* records efficiencies within the “Efficiency Register” (see link in **Annex 02**). It updates and submits the “Efficiency Register” to the *Client* on a quarterly basis for acceptance. A reason for not accepting the “Efficiency Register” is it does not comply with the criteria for an efficiency.

S 563 Novation of the contract to a replacement consultant

- S 563.1 If agreed by the *Client*, when the *Consultant* wishes to novate the contract to another consultant, it executes a novation agreement in the form specified in the Scope (or such other form as the *Client* may reasonably require).
- S 563.2 If the proposed new consultant is not a company incorporated in and subject to the laws of England and Wales, the *Consultant* gives the *Client* a legal opinion in support of new consultant. The legal opinion requirements are set out in section S 1102 (Legal Opinion). The legal opinion is given, signed and issued by an independent regulated legal firm which is
- independent of the proposed New *Consultant* (as defined in the novation deed), the *Consultant*, Consortium Members, Guarantors and alternative guarantors,
 - qualified and registered to practise in the jurisdiction in which the relevant entity is incorporated and
 - agreed by the *Client*.

S 600 Requirements for the programme

S 605 Programme requirements

S 605.1 The *Client* requires that the programme is delivered in four key phases.

Any work undertaken is subject to a Task Order. The *Consultant* will support the *Client* TMO to develop Task Orders aligned with onboarding and mobilisation and set up for phase 3 and approved – this means we will have Task Orders drafted and agreed to begin work during phase 1.

Phase 1: Onboarding & getting to know the business.

S 605.2 Phase 1 will start from the Contract Date with a duration of 1 month and will have a mobilisation focus, including the *Consultant* building full familiarity with the *Client's* and the aims of the programme and developed a full understanding of the activities and requirements for Phase 2

Phase 2: mobilisation to deliver

S 605.3 Phase 2 will start from the starting date and will run for three months. Phase 2 will have a strong focus on setting up and implementing all activities needed to ensure the integrated *Client* team and *Consultant* team are ready to deliver impact from the beginning of Phase 3.

S 605.4 The following are the minimum outputs needed for Phase 2:

1. The *Client* and the *Consultant* proceed with the development of the theme charter – this means:
 - a. we have followed theme mobilisation and understood and agreed the ambition of each theme and
 - b. themes have been distilled into workstreams aligned with our TMO processes.
2. The *Consultant* is onboarded and understands our governance, common ways of working and core processes. This means we will have:
 - a. a commonly understood and agreed set of roles and responsibilities.
 - b. the *Consultant* will be clear on how to adopt our programme governance for delivering change, this includes all core processes
 - c. we will have a commonly understood and agreed *Consultant* and *Client* approach to how we communicate and engage with each other and
 - d. we will have established how we will work collaboratively.

3. Targets defined and agreed (including methodology to measure) between the *Client* and *Consultant* – this means
 - a. we have set performance targets to show how the RIS3 transformation programme will beneficially impact safety, our customer service, delivery and our people. These will be derived from our corporate performance targets and will have a link to demonstrate how we will make a measurable impact.
 - b. we will have defined the targets, how we measure them and why. Targets will be a blend of KPI's and internal benefits, aligned with our agreed benefit areas. Measurements will align with RIS3 Strategic Business Plan (SPB) requirements, and Operational Metrics Manual (OMM) and ratified by KPI owners, and demonstrable in our performance metrics.
 - c. we will have baselined today's performance to understand where we are starting, which will allow us to measure the impact of what we deliver.
 - d. we will have built a performance projection across the programme and for each target, which we will be able to use to inform and decide which parts of the programme are priority areas and
 - e. aligned within the wider business and setup to ensure programme can work in harmony and no duplication in delivery efforts.
4. Programme designed and approved for Phase 3 – this means:
 - a. we will have a commonly understood and agreed set of roles and responsibilities between the *Client* and the *Consultant* with a high-level initial schedule that captures the logic, dependencies, and overarching timescales for the transformation programme. This will be iterated through Phase 3 and
 - b. we will have a high confidence of what we are delivering within the first six months of Phase 3, with this having been built from the priority areas identified from the target setting and performance baselining.
5. We understand how we will work together – this means:
 - a. We understand how we will work collaboratively (meeting structure / cadence / roles & responsibilities)
 - b. We have identified how you will bring added value (defined targets)

- c. We have developed our capability approach and plans have been agreed which will enable measurement of your impact on our people.
 - d. Engagement with key stakeholder: refreshed stakeholder engagement and communications programme-wide plan and, we will have held early engagement sessions with key stakeholders to form relationships.
6. Delivery on the relevant Tender Commitment(s) set out in the *Consultant's* response to 'Mobilising Ready to Deliver' quality question (Instructions for Tenderers, Annex D, Question 7).

Phase 3: Delivery

- S 605.5 Phase 3 will then start at the end of Phase 2 and will run to the Completion Date. Phase 3 will be delivery focussed, ensuring projects are brought to life to have the required impact during RIS3

Phase 4: Demobilisation

- S 605.6 A final, fourth, demobilising phase (Phase 4) will run in parallel with the end of Phase 3. During the last six months of the contract, Phase 4 will ensure all of the products and deliverables are properly handed over and the services are closed in a sustainable manner. The *Consultant* will produce a demobilisation plan and agree this with the Client. The legal transfer of all physical and electronic assets must be completed before the end of Phase 4 and within the contract duration. All residual responsibilities must also have transitioned into their business-as-usual arrangements by the completion of Phase 4.

S 610 Information to be shown on the programme

- S 610.1 From the Contract Date, the *Consultant* shall prepare and update at the commencement of each month a resource schedule of the *Consultant's* planned activities for Phase 1 and 2, detailing all the staff resources required to complete each activity. The *Consultant's* activities shall represent all the agreed *Consultant's* activities required to Provide the Services to complete all aspects of RIS3 Transformation.
- S 610.2 The *Client* issues Task Orders to deliver the activities for Phases 1, 2, 3 and 4. The *Consultant* will provide detailed resource projections in the manner described above to support the Task Orders and any other proposed changes to the services. The *Consultant* submits such projections to the *Client*.
- S 610.3 The *Consultant* will keep the *Client* informed and notified of planned resourcing changes, ensuring that key people are maintained throughout

and applying an agreed change control process for any resourcing changes identified

S 615 Submitting the programme

S 615.1 The *Consultant* submits a first programme (covering Phase 1) to the *Client* for acceptance within 1 week of the *starting date*.

S 615.2 The *Consultant* shows on each programme submitted for acceptance

- the *starting date*, and Completion Date,
- planned Completion,
- the order and timing of the operations which the *Consultant* plans to do in order to Provide the Service,
- the order and timing of the work of the *Client* and Others as last agreed with them by the *Consultant*, and
- key milestones

A programme issued for acceptance is in the form stated in the Scope.

S 615.3 A reason for not accepting the programme is that

- It doesn't demonstrate the required deliverables will be delivered within the expected timescale
- The level of resource proposed to deliver the programme is unsustainable or unaffordable (in the view of the *Client*)

S 616 Revised programme

- S 616.1 Any revised programme submitted by the *Consultant* demonstrates progress against the programme and includes a narrative that describes implemented changes, critical path analyses to highlight variances and if there are any outstanding changes pending acceptance.
- S 616.2 The revised programmes includes the following information
- explanation of changes,
 - actual progress achieved for each operation and the effect on the timing of the remaining work,
 - how the *Consultant* plans to deal with any delays and to correct notified Defects and
 - updates on key milestones.

S 620 Completion

- S 620.1 The work to be done by the Completion Date for the whole of the *service* is all the work required by the contract except for any work listed below that is to be completed after Completion.
- No items identified.
- S 620.2 Completion is achieved once the *Consultant* has completed all work required under the Scope.
- S 620.3 The activities and documents in Scope section S 621 (Documents) are completed and agreed by the *Client*. The *Consultant* notes that the *Client* is continually improving and updating its systems and processes and the list in Scope paragraph S 621 is subject to amendment during the contract.

S 621 Documents

- S 621.1 The list of documents/ activities to be completed to achieve Completion are
- As listed in the requirements of any issued Task.
- S 621.2 The *Consultant* delivers to the *Client* on Completion the final 'deliverable' version of any data in electronic format that allows continued access by the *Client* and is capable of transfer to the *Client's* digital environment systems. All information is catalogued and indexed. Paper original records are scanned to one of the following electronic formats
- scanned electronic image (.pdf),
 - graphic electronic image in compressed (.jpg) format or other formats compatible with the *Client's* information systems as set out in Scope section S 514 (Information security and security

of systems), reference documents or guidance manuals as agreed with the *Client*.

- S 621.3 The *Consultant* provides the documents required for the *Client* to take over the service at the time required by and in accordance with the *Client's* current procedures as detailed in S 621.2.

S 622 – S 799 Not used

S 800 Other requirements of the *conditions of contract*

S 805 *Consultant's application for payment*

- S 805.1 Not used

- S 805.2 The *Consultant* notifies the *Client* of the name and address of the *project bank*, the account name and number, the bank sort code and any other details required to make direct payments into that account.

S 806 – S 814 Not used

S 815 Management Procedures

- S 815.1 The *Consultant* includes a section on customer service in its management plans to the *Client*.

S 815.2 **Employee register**

The *Consultant* shall maintain a register of its employees from the Contract Date until the Completion Date. The register contains details of the *Consultant's* employees used to Provide the Services.

The register must contain at least the following information – name; employer; position; grade; start and end dates; and principal duties under this contract. The register is available for inspection by the *Client* and its representatives at all times.

S 815.3 **Knowledge transfer**

The *Consultant* shall prioritise transfer of knowledge and capability to the *Client*, and we will expect evidence to be demonstrated of how this is achieved and delivered.

S 825 Subcontracting

Restrictions or requirements for subcontracting

- S 825.1 Except as required by the operational requirements of a Category Purchase Agreement, or where a competitively awarded pre-existing contract for Providing the Service, or where the subcontractor was named as part of the tendering process leading to the award of the main contract, the *Consultant* obtains a minimum of three competitive written quotations

for the appointment of any subcontractor or supplier for works/services with a subcontract value in excess of £10,000.00.

- S 825.2 The *Consultant* includes a provision in all subcontracts stating that retention is not deducted from any amount due to the subcontractor and procures that its subcontractors (at any stage of remoteness from the *Client*) do the same.
- S 825.3 The *Consultant* ensures that all subcontractors (at any stage of remoteness from the *Client*) who satisfy the requirements at S 825.1 Named Suppliers.
- S 825.4 The *Consultant* may propose to the *Client* that a subcontractor (at any stage of remoteness from the *Client*) is not a Named Supplier. A reason for not accepting the *Consultant's* proposal is that it is practicable for the subcontractor (at any stage of remoteness from the *Client*) to be a Named Supplier.
- S 825.5 The *Consultant* ensures that all subcontracts with subcontractors (at any stage of remoteness from the *Client*) (that are not competitively awarded pre-existing agreements) use an NEC form of contract and that any subcontracts with subcontractors (at any stage of remoteness from the *Client*) have terms and conditions that align with the contract.
- S 825.6 The *Consultant* may propose to the *Client* that a subcontract used to appoint a subcontractor (at any stage of remoteness from the *Client*) is not a NEC form of contract. The *Consultant* does not appoint a subcontractor (at any stage of remoteness from the *Client*) using a contract form other than NEC unless the *Client* has accepted the *Consultant's* proposal. A reason for not accepting the *Consultant's* proposal is that it is practicable for the subcontract to be an NEC form.
- S 825.7 The *Consultant* submits the proposed subcontract's
- contract data and scope if an NEC form of contract is used or
 - the full subcontract if an NEC form is not used
- for each subcontract of a subcontractor (at any stage of remoteness from the *Client*) to the *Client* for acceptance, and for the purposes of clause 23.4 this paragraph is the *Client's* instruction to the *Consultant* to make the submission. A reason for not accepting the contract data and scope or the full subcontract (as the case applies) is
- it does not comply with the obligations of the contract,
 - it does not align with the risk transfer of the contract or
 - in the opinion of the *Client* it has too high a risk transfer to the proposed subcontractor.
- S 825.8 The *Consultant* ensures that any subcontract or subsubcontract of a

subcontractor (at any stage of remoteness from the *Client*) is capable of being novated to a replacement consultant.

S 825.9 The *Consultant* may propose to the *Client* that a subcontract of a subcontractor (at any stage of remoteness from the *Client*) is not capable of being novated to a replacement consultant. The *Consultant* does not award such a subcontract that is not capable of being novated to a replacement consultant unless the *Client* has accepted the *Consultant's* proposal. A reason for not accepting the *Consultant's* proposal is that it is practicable for the subcontract to be novated to a replacement consultant.

S 825.10 When requested by the *Client*, the *Consultant* executes or procures the relevant subcontractors (at any stage of remoteness from the *Client*), an agreement in the form the *Client* may reasonably require to novate the benefit and burden of a subcontract to a replacement consultant.

Criteria for the submission and award of a subcontract

S 825.11 The *Consultant* awards any subcontract on the basis of the most economically advantageous tender (within the meaning of the "Public Contracts Regulations 2015" and the "Treaty on the Functioning of the European Union" (TFEU)) (see link in **Annex 02**) following a fair, transparent and competitive process proportionate to the nature and value of the subcontract. The *Consultant* conducts the financial assessment of any subcontract tenders on a whole life cost basis.

S 825.12 The *Consultant* submits the proposed assessment criteria, assessment methodology and scoring methodology for any proposed subcontract to the *Client* for acceptance before advertising any proposed subcontract.

S 825.13 A reason for the *Client* not accepting the submission is that the proposed assessment criteria, assessment methodology or scoring methodology

- are not transparent (as defined in the Public Contracts Regulations 2015),
- do not allow equal treatment of all tenderers (as defined in the Public Contracts Regulations 2015) or
- do not comply with the contract.

S 825.14 Before advertising any proposed subcontract, the *Consultant* submits to the *Client* for acceptance

- the proposed subcontract in full and
- a report demonstrating how the proposed Relevant Subcontract meets all the obligations and requirements for a Relevant Subcontract under the contract.

- S 825.15 A reason for the *Client* not accepting the proposed subcontract is that it does not meet the obligations or requirements of the contract.
- S 825.16 The *Consultant* submits to the *Client* for acceptance the name of the proposed subcontractor and a report demonstrating
- how the proposed appointment complies with the contract,
 - how the proposed subcontractor demonstrates and meets the assessment criteria and
 - how the assessment methodology and scoring methodology have been complied with.
- S 825.17 A reason for the *Client* not accepting the proposed appointment of a subcontractor is that
- the tender assessment does not comply with the accepted assessment methodology or scoring methodology,
 - the tender assessment does not demonstrate how the subcontractor meets the assessment criteria,
 - the subcontractor's appointment does not allow the *Consultant* to Provide the Service or
 - the subcontractor's appointment does not comply with the contract.
- S 825.18 In procuring all subcontracts, the *Consultant* takes into account
- compliance by the subcontractor with
 - health and safety legislation,
 - welfare legislation or
 - employment legislation.
 - the carbon footprint of any steel materials or steel products used in or to Provide the Service so as to minimise any carbon emissions,
 - social value including
 - the social integration of disadvantaged workers or members of vulnerable groups among the staff performing the contract and used to Provide the Service, such as the long-term unemployed (defined as people who have been unemployed for 12 months or more) and
 - the subcontractor's commitment to provide training in the skills needed to perform any subcontract or to Provide the Service, such as the hiring of apprentices and
 - if applicable, the whole life cost and cost-effectiveness of any steel materials or steel products proposed to be used in or to

Provide the Service, including the cost (measured over the life-cycle of the material or product in question) of

- health, safety and welfare of the future workforce to maintain and operate such materials or products proposed to be incorporated the service,
- transport or transportation,
- insurance,
- assembly and construction and
- use, including
 - the cost of energy and other resources,
 - maintenance costs,
 - costs associated with environmental impacts, including the cost of any emissions in its production or manufacture and
 - recycling and disposal.
- the interests of stakeholders affected by the service including
 - delays or inconvenience to road users and
 - environmental impacts to residents.

S 826 Contracts Finder

- S 826.1 The requirements of this section S 826 do not apply to subcontracts placed under a Category Purchase Agreement.
- S 826.2 Where the forecast amount due to be paid to the *Consultant* is £5,000,000 or more per annum at the *starting date*, the *Consultant*
- subject to paragraphs S 826.4, S 826.5 and S 826.6, advertises on Contracts Finder all subcontract opportunities arising from or in connection with Providing the Service above a minimum threshold of £25,000 that arise before Completion,
 - within 90 days of awarding a subcontract to a subcontractor (at any stage of remoteness from the *Client*), updates the notice on Contracts Finder with details of the successful subcontractor,
 - monitors the number, type and value of the subcontract opportunities placed on Contracts Finder advertised and awarded in its supply chain prior to Completion and provides reports on this

information to the *Client* in the format and frequency as reasonably specified by the *Client* and

- promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

The calculation of £5,000,000 or more per annum in this paragraph is in accordance with footnote 1 to PPN 01/18 (see link in **Annex 02**) based on an advertised subcontract value, averaged over the life of the advertised subcontract.

S 826.3 Each advert referred to in paragraph S 826.2 provides a full and detailed description of the subcontract opportunity with each of the mandatory fields being completed on Contracts Finder by the *Consultant*.

S 826.4 The obligation at paragraph S 826.2 only applies in respect of subcontract opportunities arising after the *starting date*.

S 826.5 The *Consultant*, may propose to the *Client* for acceptance, that a specific subcontract opportunity is not advertised on Contracts Finder. The *Consultant* provides a detailed reason for not advertising the specific subcontract opportunity. The *Consultant* provides further detail when requested by the *Client* to assist in its consideration. If accepted by the *Client*, the *Consultant* is relieved from advertising that subcontract opportunity on Contracts Finder.

S 827 Prompt payment

S 827.1 The *Consultant* includes in the subcontract with each subcontractor (at any stage of remoteness from the *Client*)

- a requirement that payment to be made within a specified period not exceeding 30 days from and including the date of receipt of the subcontractor's application for payment (save that the amount payable in respect of that application is subject to a valid payment notice (or valid pay less notice where appropriate) as required by the "Housing Grants, Construction and Regeneration Act 1996" (as amended (see **Annex 02**)),
- a requirement that any invoices for payment submitted by the subcontractor are considered and verified by the *Consultant*, or (in respect of any subcontract below the first tier) the payer under the relevant subcontract, promptly and that any undue delay in doing so will not in itself be sufficient justification for failing to treat an invoice as being valid and undisputed under the subcontract requirements and
- a provision requiring the subcontractor to assess the amount due to a subcontractor (at any stage of remoteness from the *Client*) without taking into account the amount paid to the *Consultant*, or (in respect

of any subcontract below the first tier) the payer under the relevant subcontract.

S 827.2 The *Consultant* includes in the contract with each subcontractor

- a period for payment of the amount due to the subcontractor not greater than 19 days after the date on which payment becomes due under the contract. The amount due includes payment for work which the subcontractor has completed from the previous assessment date up to the current assessment date in the contract,
- a provision requiring the subcontractor to include in each subcontract the same requirement, except that the period for payment is to be not greater than 23 days after the date on which payment becomes due under the contract,
- a provision requiring the subcontractor to assess the amount due to a subcontractor without taking into account the amount paid by the *Consultant* and

provision requiring each further stage subcontract to contain provisions to the same effect as these requirements, with the intention that all subcontractors (at any stage of remoteness from the *Client*) valid invoices are to be paid within 30 days after the date on which payment becomes due under the contract.

S 827.3 The *Consultant* notifies non-compliance with the timescales for payment

- to the *Client* and
- through the Government's Public Procurement Review Service (formerly known as the Mystery Shopper Service).

The *Consultant* includes this provision in each subcontract and requires subcontractors (at any stage of remoteness from the *Client*) to include the same provision in each subsubcontract with the intention that all subcontractors (at any stage of remoteness from the *Client*) include the same provision.

S 828 Advertising Subcontracts in accordance with the Public Contract Regulations 2015

S 828.1 The *Consultant* ensures that any subcontracts for the elements of the service are

- procured in full compliance with the Public Contract Regulations 2015, or its replacement, (the "Public Contract Regulations") and
- are capable of being novated to the *Client* or an other.

S 828.2 When requested by the *Client*, the *Consultant* procures the Relevant subcontractor executes an agreement in the form the *Client* may reasonably require to novate the benefit and burden of a subcontract to the *Client* or a replacement *Consultant*.

- S 828.3 Not used
- S 828.4 The *Consultant* does not publish any procurement documents until the *Client* has accepted them.
- S 828.5 The *Consultant* provides to the *Client* draft procurement documents (as defined in the “Public Contracts Regulations”) for acceptance. A reason for the *Client* not accepting the draft procurement documents is
- they do not comply with the “Public Contracts Regulations” or any case law,
 - they do not comply with or meet the requirements of the contract,
 - in the opinion of the *Client*, they would place an unacceptable burden upon the *Client* (should the subcontract be novated to the *Client*) or
- they do not enable the *Consultant* to Provide the Service.

S 829 Records and Reporting for Small, Medium & Micro Enterprises (SME)

- S 829.1 For small, medium or micro enterprise’s (SME) employed on the contract, as defined in table below

Company category	Staff headcount	Turnover (Annual)	or	Balance sheet total
Medium	<250	< £50 m		< £43 m
Small	<50	< £10 m		< £10 m
Micro	<10	< £2 m		< £2m

The *Consultant* reports to the *Client* each quarter from the *starting date* until the Completion Date

- the name of the SME,
 - the class of SME (small, medium or micro),
 - the value of the contract undertaken by the SME,
 - the monthly amounts paid to the SME in the quarter and
 - the aggregated value paid to the SME since the *starting date*.
- S 829.2 The *Consultant* acknowledges that the *Client* may
- publish the information supplied under this section S829, along with the *Consultant’s* name and the name of the contract and
 - pass the information supplied under this section to any government department who may then publish it along with the names of the SMEs, the *Consultant’s* name or the contract.

- S 829.3 The *Consultant* ensures that the *conditions of contract* for each subcontractor (at any stage of remoteness from the *Client*) who is an SME include
- a term allowing the *Client* to publish the information supplied under this section and
 - obligations similar to those set out in this section.

S 830 Training

- S 830.1 The *Client* provides relevant training for all relevant systems listed in section S514 (Information Systems).

- S 830.2 The *Consultant* proposes a list of appropriate Staff to be trained for each requirement for acceptance by the *Client*. The *Consultant* liaises with the *Client* to programme the training to optimise efficiencies.

A reason for not accepting the list of appropriate Staff is that it

- does not comply with the Scope,
- does not enable the *Consultant* to Provide the Service,
- does not enable the *Consultant* to comply with its contract with the *Client* or
- does not comply with best industry practice.

The *Consultant* amends the list of appropriate Staff to be trained in response to any comments from the *Client* and resubmits it for acceptance by the *Client*. The *Consultant* complies with the list of appropriate Staff to be trained once it has been accepted.

- S 830.3 Not used.

S 1101 Parent Company Guarantee

- S 1101.1 If the *Consultant* is required to provide a Parent Company Guarantee, it is provided in the form set out in **Annex 09**. If the entity that is required to provide the Parent Company Guarantee is a company not registered in England or Wales under the Companies Act 2006, the *Consultant* provides a legal opinion in support of a Parent Company Guarantee.

S 1102 Legal Opinion

- S 1102.1 Any legal opinion provided by the *Consultant* in support of a Parent Company Guarantee from
- a Parent Company Guarantee from,
 - an Alternative Guarantee from,
 - a form of alternative guarantee from,

- an alternative form of bond or security agreed by the *Client* or *Client*) from or
- a novation to a proposed new consultant which is

a non-English or Welsh registered company includes (among others) the following matters

- the requirements of clause Z11,
- confirmation that
 - the Controller is a corporation duly incorporated in the relevant jurisdiction, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated,
 - the Controller has full power to execute, deliver, enter into and perform its obligations under the Parent Company Guarantee,
 - all necessary corporate, shareholder and other action required to authorise the execution and delivery by the Controller of the Parent Company Guarantee and the performance by it of its obligations under it have been duly taken,
 - execution by the proposed signatories in accordance with the method of execution proposed will constitute valid execution by the Controller,
 - the execution and delivery by the Controller of the Parent Company Guarantee and the performance of its obligations under it will not conflict with or violate
 - the constitutional documents of the Controller,
 - any provision of the laws of the jurisdiction in which it is incorporated,
 - any order of any judicial or other authority in the jurisdiction in which it is incorporated or
 - any mortgage, contract or other undertaking which is binding on the bidder or its assets,
 - (assuming that it is binding under English law) the Parent Company Guarantee constitutes legal, valid and binding obligations of the Controller enforceable in accordance with its terms,
 - a judgment obtained in the courts of England and Wales in respect of the Agreement would be enforced by the courts in the jurisdiction in which the Controller is incorporated without re- examination of the merits of the case and
 - the choice of English law as the governing law of the Parent Company Guarantee would be upheld as a valid choice of

law by the courts in the jurisdiction in which the Controller is incorporated.

- notification of any other formalities to be complied with under local law which may be necessary to enforce the Parent Company Guarantee in the Controller's place of incorporation, including (for example) notarisation, legalisation or registration of the Parent Company Guarantee,
- notification of whether withholding is required to be made by the Controller in relation to any monies payable to the *Client* under the Parent Company Guarantee,
- confirmation of whether the *Client* will be deemed to be resident or domiciled in the foreign jurisdiction by reason of its entry into the Parent Company Guarantee,
- confirmation that the Controller and its assets are not entitled to immunity from suit, pre-judgment attachment or restraint or enforcement of a judgment on grounds of sovereignty or otherwise in the courts of England and jurisdiction of the Controller in respect of proceedings against it in relation to the Parent Company Guarantee and
- the legal opinion can be provided and disclosed to the following Authority parties (on a non-reliance basis)
 - the Department for Transport,
 - the Cabinet Office,
 - the HM Treasury,
 - the *Client's* professional advisers, auditors and insurers and
 - any person required pursuant to any applicable law, their officers and directors as applicable.

S 1102.2 Where a legal opinion is being given for an alternative guarantor, bank or other surety provider the requirements are to be read as

- references to the word to "Controller" are substituted with "alternative guarantor", "bank" or "surety provider" as applicable.

S 1102.3 Where a legal opinion is being given for an Alternative Guarantee or Form of Performance Security (or an alternative form of bond or security agreed by the *Client*) the requirements are to be read as

- references to the words " the Parent Company Guarantee " are substituted with "Alternative Guarantee" or "form of bond or security agreed by the *Client*" as applicable.

S 1102.4 Where a legal opinion is being given in relation to a novation of the contract the requirements are to be read as

- references to the word to "Controller" are substituted with "proposed New Consultant" (all as defined in the contract (including the novation deed)) as applicable and
- all references to ""Parent Company Guarantee" are substituted with "the contract" as applicable.

S 1102.5 Where a legal opinion is being given in relation to the *Consultant* or Consortium Member the requirements are to be read as

- references to the word to "Controller" are substituted with *Consultant* or Consortium Member as applicable and

all references to "a Parent Company Guarantee" is substituted with "the contract" as applicable.

S 1300 Transfer of Rights

S 1305 *Consultant's* rights over material prepared for the design of the service

S 1305.1 The *Consultant* acquires no rights over material prepared for the design of the *service*.

S 1310 Other rights to be obtained by the *Consultant*

S 1310.1 The *Consultant* grants to the *Client*, licences to use, modify and develop the *Consultant's* Consultant Background IPR for any purpose relating to the *service* (or substantially equivalent *services*) its maintenance, operation, modification and for any purpose relating to the exercise of the *Client's* business or function.

S 1310.2 The *Consultant* procures a direct grant of a licence to the *Client* to use, modify and develop any third party's Consultant Background IPR for any purpose relating to the *service*, (or substantially equivalent *services*), its maintenance, operation, modification and for any purpose relating to the exercise of the *Client's* business or function.

S 1310.3 The *Client* does not acquire any ownership right, title or interest in, or to, the Consultant Background IPR.

S 1310.4 The *Consultant* does not acquire any ownership right, title or interest in, or to, the *Client's* IPR.

S 1310.5 The *Consultant* only uses materials provided by the *Client* to Provide the Service.

S 1600 Project Bank Account (Option Y(UK)1)

S 1600.1 The *Consultant* ensures that any deeds associated with the Project Bank Account (PBA) are issued to the relevant parties and are provided to the *Client* to apply original signatures to prevent any payment issues.

- S 1600.2 The *Consultant* ensures that
- there is one original copy of a deed for each party to the deed,
 - it issues the original copy of a deed to the *Client* for the attachment of the *Client's* common seal (if used) and
 - each original copy of the deed has original signatures from the relevant authorised signatories.

S 1606 Project Bank Account (PBA) tracker

- S 1606.1 The *Consultant*
- registers for access to the form of the Project Bank Account (PBA) Tracker, “the PBA Web Portal” (see link in **Annex 02**) and
 - completes and submits to the *Client* on a monthly basis
 - a fully populated PBA Tracker detailing payments made by the *Consultant* to its subcontractors (at any stage of remoteness from the *Client*) and
 - PBA bank statements and payment runs to evidence transactions inputted in the PBA Tracker required to reconcile payment dates and payment values for
 - a subcontractor (at any stage of remoteness from the *Client*) paid directly from the Project Bank Account (“PBA supply chain”) and
 - a subcontractor (at any stage of remoteness from the *Client*) not paid directly from the Project Bank Account (“non-PBA supply chain”).
 - The *Consultant* ensures any data relating to other clients is redacted from the statements before submission in .pdf format.
- S 1606.2 The *Consultant* explains all variances from the previous month and submits further information to the *Client* in response to any queries raised.
- S 1606.3 The *Client* monitors the tracker for the time it takes the *Consultant* to pay its subcontractors (at any stage of remoteness from the *Client*) through the PBA, following deposit of funds into the PBA.
- The *Client* calculates the related performance score
- from the date the funds have been deposited into the PBA or
 - from the weighted date as set out in the Collaborative Performance Framework (CPF) (see link in **Annex 02**) when funds are deposited into the PBA across multiple dates
- that covers the amount due to subcontractors (at any stage of remoteness from the *Client*) joined to the PBA.

- S 1606.4 If any data/evidence is missing or still required (if not covered in the tracker), spot checks are undertaken directly by the *Client* with the subcontractors (at any stage of remoteness from the *Client*) to verify that they are paid within contractual timeframes.
- S 1606.5 The *Client* may carry out audits on subcontractors (at any stage of remoteness from the *Client*) to assess payment performance to the Named Suppliers.
- S 1606.6 Where the *Consultant* transfers monies from other accounts into the PBA this is stated on the bank statement.