



Call Off Agreement under Crown Commercial Service's (CCS) Project Management and Full Design Team Services Framework (RM3741).

Highways England Company Limited

NEC3 Professional Service Contract (April 2013) Volume 2a

SCOPE

in relation to *services* for

Lower Thames Crossing Commercial Partner

CONTENTS AMENDMENT SHEET

| Issue No. | Revision No. | Amendments | Initials | Date |
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GENERAL SCOPE - applying to all *services* under this Call Off Agreement (this contract)

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Note: the Annexes listed below are in a separate document at Volume 2b.

Note: the additional Scope containing LTC Commercial Partner contract specific requirements is in Scope Volume 2c.

Volume 2a - Scope applying to all work under this contract:

EMPLOYER'S SCOPE

S100 Purpose of the services

- S 100.1 The *Employer* wishes to engage the *Consultant* as an independent "commercial partner" to complete the Integrated Client Team (ICT) comprising the *Employer*, the Integration Partner, and the Technical Partner. The *Consultant* is to provide an industry leading resource team to run the day to day commercial and contract management processes, together with commercial analysis and insight alongside the Integration Partner and Technical Partner. To support the *Employer* in making the right commercial decisions including but not limited to check and challenge, and at the right time. The *Consultant* will provide invaluable expertise on the Project through independent validation of the works delivered by the Project Contractors, the Ancillary Contractors, the Integration Partner and the Technical Partner.

S101 Identified and Defined Terms and reference documents

- S101.1 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 (see Volume 2b)**. Acronyms are also explained in **Annex 01**. All reference documents referred to in the Scope can be accessed via links or instructions set out in **Annex 02 (see Volume 2b)**.

S105 Employer's objectives

- S105.1 The purpose of this section is to communicate the *Employer's* vision, values, outcomes and the key objectives of this contract. It also outlines the *Employer's* expectations regarding how the *Consultant* supports the delivery of these.

About us

- S105.2 The *Employer* is a road operator responsible for managing the busiest network in Europe, carrying one-third of all road traffic and two thirds of freight traffic in England.
- S105.3 The roads that make up the *Employer's* Strategic Road Network are a key enabler of economic growth and prosperity and are essential to the quality of life of the nation.
- S105.4 The *Employer'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 and maintain the network on a day-to-day basis and provide effective stewardship of the network's long-term operation and integrity.

The *Employer's* Vision

- S105.5 The *Employer's* vision, as set out in the Roads Investment Strategy 2 (RIS2): 2020-2025, (see link in **Annex 02**) is to revolutionise and create a modern Strategic Road Network across England over the next 25 years. The *Employer* 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 *Employer's* Imperatives

- S105.6 The *Employer's* vision comprises the three imperatives which are
- **Safety** – the safety of our employees, our service partners and our road users (ensuring no one is harmed when travelling or working on the Strategic Road Network),
 - **Customer Service** – the customer service and experience that road users have (improving what we do and how what we do is to reduce impact on road users), and
 - **Delivery** – the delivery of the Government's road building and maintenance programme which includes spending over £4 billion a year delivering our road network to our road users, stakeholders and customers (delivering on time and efficiently).
- S105.7 The *Employer's* imperatives set out what the *Employer* considers key to its business, and the *Consultant* aligns with these imperatives and supports the *Employer* in achieving the *Employer's* outcomes.

The *Employer's* Values and Expectations

- S105.8 The *Employer'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 network,
 - **Integrity** – we are custodians of the network, acting with integrity and pride in the long-term national interest,
 - **Ownership** – we have a clear vision for the future of the 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 network that meets the needs of our customers.
- S105.09 The *Employer's* values describe how we deliver our vision and imperatives, how we treat each other, and expect to be treated, how we want to be seen as an organisation and how we do business.
- S105.10 The *Consultant* has values that support those of the *Employer* and that engender constructive and desired behaviours, that enable a collaborative approach to achieve the *Employer's* outcomes.

The *Employer's* Outcomes

- S105.11 The Strategic Business Plan 2020 - 2025 (see link in **Annex 02**) (and any replacement thereof notified to the *Consultant*) sets out the *Employer's* main activities to improve the capacity and performance of the network and how the *Employer* will do it.
- S105.12 This contract plays a key role in assisting and enabling the *Employer* to achieve its outcomes of
- supporting economic growth,
 - a safe and serviceable network,
 - a more free- flowing network,
 - an improved environment, and
 - a more accessible and integrated network.
- S105.13 This will be achieved through
- planning for the future,
 - growing capability,
 - building relationships,
 - efficient and effective delivery, and
 - improving customer interface.

Contract Core Principles Key Objectives

- S105.14 The principles and key objectives of the *services* are
- to enable the *Employer* to succeed in delivering the Project by bringing commercial and contract administration capability and organisational management expertise to help build and evolve the Integrated Client Team for the Project,
 - to ensure that the Project is successfully delivered by identifying risk and opportunity at the interfaces and working with the Integration Partner to support resolving issues to maintain progress,
 - to be part of an efficient and effective Integrated Client Team bringing contract management, commercial expertise and processes to support the management of the Delivery Phases of the Project including ensuring that the *Employer* delivers on all its obligations and meets the requirements for the Project by providing the *services* within CS6 to support a quality management system, and compliance and requirements management tools,
 - to seek out and realise opportunities for continuous improvement and efficiency across the Project,
 - to drive the performance of the Technical Partner, the Integration Partner, the Project Contractors and the Ancillary Contractors across the Project to secure completion of the Project on time and within the Project Budget,

- to support the *Employer* by providing the *services* within CS3 in the delivery of clear, transparent and predictable forecasting and reporting, both internally and to Government,
- to leave a legacy for the *Employer* of an industry-leading delivery model where the *Employer* has the systems, capabilities and experience to lead future major projects, and
- in representing the *Employer*, as part of the Integrated Client Team, to promote the *Employer's* values and behaviours and lead on its "Home Safe and Well" initiative (see link in **Annex 02**).

S 106 Reference documents

S106.1 Links to documents referred to within this Scope can be found in **Annex 02**.

S110 Background

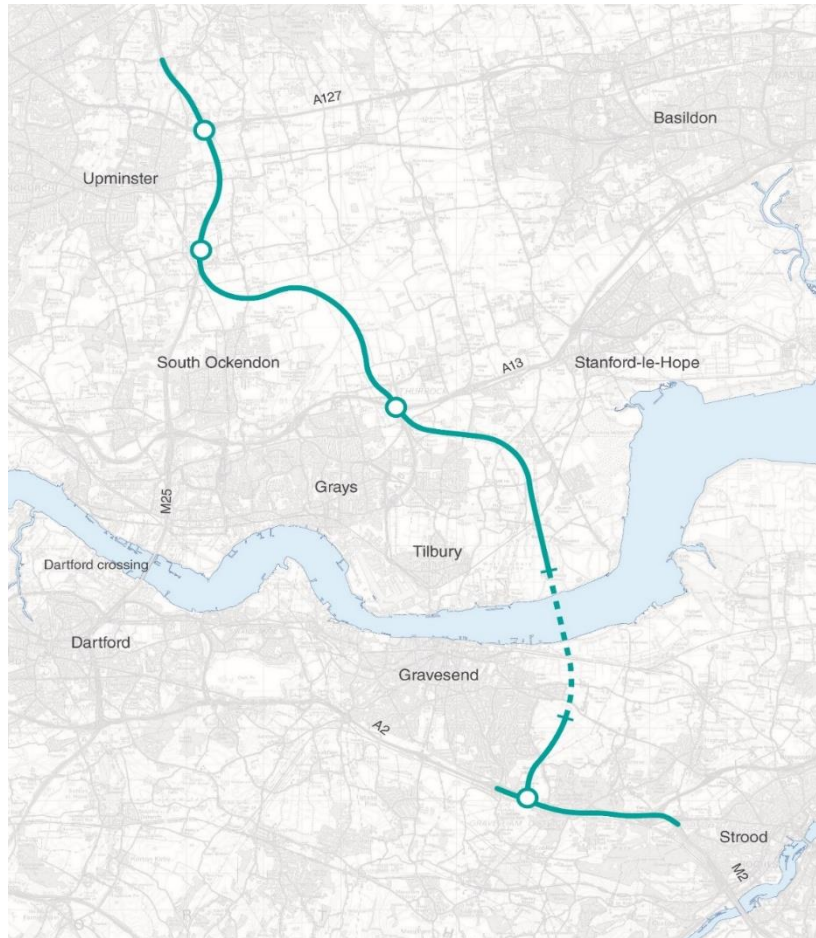
S110.1 The Project comprises a route connecting the A2 and M2 in Kent, east of Gravesend, crossing under the Thames through two bored tunnels, before joining the M25 south of junction 29.

The route is approximately 23km long, 4.25km of which is in the tunnel. On the south side of the Thames, the new route would link the tunnel to the A2 and M2 in Kent. On the north side, it would link to the A13 and junction 29 of the M25. The tunnel crossing is located to the east of the village of Chalk on the south of the Thames and to the west of East Tilbury on the north side.

Junctions are proposed at the following locations

- new junction with the A2 to the east of Gravesend,
- modified junction with the A13/A1089 in Thurrock, and
- new junction with north-facing slip roads on the M25 between junctions 29 and 30.

Route alignment is depicted below



Further information about the Project and a fly-through video of the route is found at: <https://highwaysengland.co.uk/lower-thames-crossing-home/>

S110.2 The Project Contracts comprise three main works packages as follows

- “Roads North of the Thames”. This section, from the M25 to Tilbury Loop railway, line will be predominantly offline construction and includes
 - link roads,
 - a viaduct over a flood plain known as the Mar Dyke,
 - a complex free flow junction at the A13/A1089,
 - a tunnel under the M25, and
 - a free flow junction with the M25.
- “Tunnels and Approaches”. This section, from Tilbury Loop railway line to Thong Lane, will include
 - design, supply, operation and disposal of two TBMs,
 - design and construction of the tunnels,
 - design and installation of mechanical and electrical equipment required to operate the tunnel, and

- the approach roads from the Tilbury Loop railway line in the north to Thong Lane in the south.
- “Kent Roads”. The A2/M2 junction connections from Thong Lane will be predominantly online construction and include
 - link roads, and
 - re-routing of local roads to support a free flow junction between the A2 and the Project.

- S110.3 Ancillary Contracts for additional works and services on the Project include
- pre-enabling works, including surveys to provide improved site and geotechnical data to inform the design and the planning of utilities works, protected species translocations and heritage protection,
 - user charging (an operational contract not included in the Project Budget), and
 - ITS (technology integration with the Client Systems and bulk technology purchases).

S200 Description of the services

S205 Description of the services

- S205.1 The *services* cover the following stages of the Project lifecycle

- **Phase M: The Mobilisation Phase**

The Mobilisation Phase commences on the *starting date* and ends on the date which is 60 working days after the *starting date*. The *Consultant* meets the Key Dates for Mobilisation Activities as set out in the Contract Data and completes the Mobilisation Activities within the Mobilisation Phase. It is anticipated that, if the *Service Manager* is satisfied that the *Consultant* will achieve successful completion of the Mobilisation Activities, the *Service Manager* issues Task Orders for General Systems Requirements and for Delivery Phase 1 Core Services and Phase Specific Services within 55 working days of the *starting date*.

- **Delivery Phase 1a and 1b: Preparation for award of Project Contracts and mobilisation of Project Contractors**

Delivery Phase 1a and 1b commences upon the Task Starting Date identified in the Task Orders for provision of General Systems Requirements and Delivery Phase 1a and 1b Core Services and Phase Specific Services, if issued by the *Service Manager*, and concludes 3 months after the award of the last of the Project Contracts to be awarded (currently expected to be the Project Contract in respect of the Roads North of the Thames work package (as described in section S110.2).

- **Delivery Phase 2: Optimised Contractor Involvement (“OCI”) Phase**

Delivery Phase 2 commences upon the Task Starting Date identified in the Task Orders for Delivery Phase 2 Core Services and Phase Specific Services, if issued by the *Service Manager*, and concludes on the date on which each of the ‘Project Contractors has provided its design check certificate, the *Employer* has completed its “SGAR 5” assurance review in

respect of each of the Project Contractors' designs and the *Employer* has issued "Ready for Construction" notices to each of the Project Contractors.

- **Delivery Phase 3: construction segment 1**

Delivery Phase 3 commences upon the Task Starting Date identified in the Task Orders for Delivery Phase 3 Core Services and Phase Specific Services, if issued by the *Service Manager*, and concludes 52 weeks thereafter.

- **Delivery Phase 4: construction segment 2**

Delivery Phase 4 commences upon the Task Starting Date identified in the Task Orders for Delivery Phase 4 Core Services and Phase Specific Services, if issued by the *Service Manager*, and concludes when each of the Project Contractors has completed all works required to be completed by the "Ready for Testing and Commissioning" key date identified in the relevant Project Contract.

- **Delivery Phase 5: operational readiness**

Delivery Phase 5 commences upon the Task Starting Date identified in the Task Orders for Delivery Phase 5 Core Services and Phase Specific Services issued by the *Service Manager* and concludes when the *Employer* has completed trial operations (as defined in the Project Contracts) and each of the Project Contractors has completed all works required to be completed by the "Road Open for Traffic" key date identified in the relevant Project Contract.

S205.2 During the Mobilisation Phase, the *Consultant* provides Mobilisation Activities as set out in this contract. Throughout the Delivery Phases the *Consultant* Provides the Services if and as instructed in Task Orders.

S205.3 The various parts of the *services* (including Mobilisation Activities) are categorised as follows, all as defined below and as further described in the Services and Systems Schedules listed below

- General Systems Requirements,
- Core Services,
- Phase Specific Services, and
- Optional Services.

S205.4 General Systems Requirements comprise those systems and processes which may be required to be utilised or provided by the *Consultant* as set out in the General Systems Requirements Schedules as described below, note the Consultant will only provide the General Systems Requirements as described in SP1 General Systems Requirements (**in bold**) unless otherwise instructed under a task order. The *Consultant* is not required to provide the other General Systems Requirements *SP2-26 (in Italics and blue print)* listed below, these are currently being provided by the *Employer* and are listed for information only.

- **SP1: General Systems Requirements**
- *SP2: Items to be Provided by the Consultant,*
- *SP3: Client Software,*

- *SP4: Connectivity,*
- *SP5: Local Area Network (LAN),*
- *SP6: LAN Switching,*
- *SP7: Wide Area Network (WAN),*
- *SP8: Communications Rooms,*
- *SP9: Wi-Fi Network,*
- *SP10: Telephony,*
- *SP11: Mobile Telephony,*
- *SP12: Printing,*
- *SP13: Email and Calendaring,*
- *SP14: Not used,*
- *SP15: Document Management and Control Systems,*
- *SP16: Customer Relationship Management (CRM) System,*
- *SP17: Not used,*
- *SP18: User and System Account Management,*
- *SP19: Systems Service Management (Service Desk),*
- *SP20: Not used,*
- *SP21: Not used,*
- *SP22: Not used,*
- *SP23: Not used,*
- *SP24: Not used,*
- *SP25: Not used, and*
- *SP26: Digital Office Signage Solution.*

S205.5 Core Services comprise those parts of the services which may be required to be provided continuously as set out in the Core Services Schedules described below, note the *Consultant* will only provide the Core Services as described in CS3 Project Management Office including Integrated Project Controls (**in bold**) unless otherwise instructed under a task order. The *Consultant* is not required to provide the other Core Services listed below (*in Italics and in blue print*) these are being provided by the *Employer* and are listed for information only.

- *CS1: Health, Safety, Security and Wellbeing,*
- *CS2: Communications and Stakeholder Management,*
- **CS3: Project Management Office including Integrated Project Controls,**
- *CS4: Legacy and Benefits Management,*
- *CS5: People and Organisational Management, and*

- **CS6: Quality Management.**

S205.6 Phase Specific Services comprise those parts of the services which may be required to be provided for specific phases of the Project as set out in the Phase Specific Services Schedules described below note the *Consultant* will only provide the Phase Specific Services as described in PS7, PS8 and PS10 (**in bold**) as described below unless otherwise instructed under a task order. The *Consultant* is not required to provide the other Phase Specific Services listed below (*in Italics and in blue print*), these are being provided by the *Employer* and listed for information only.

- *PS1: Design Management and Assurance,*
- *PS2: Project Integrator,*
- *PS3: Consents Management and Discharge,*
- *PS4: Land Management,*
- *PS5: Environmental and Sustainability Management,*
- *PS6: Early Works Coordination,*
- **PS7: Utilities Management and Third Party Agreements Support,**
- **PS8: Contract Management,**
- *PS9: Construction Delivery,*
- **PS10: Risk and Opportunity Management,**
- *PS11: Testing and Commissioning, and*
- *PS12: Handover into Operation and Asset Management.*

S205.7 Optional Services comprise those parts of the services which may be required if instructed in a Task Order as set out in the Optional Services Schedules described below and as further detailed in a Task Order. Note the *Consultant* may only be requested to provide Optional Services as described in OS1 (**in bold**) unless otherwise instructed under a task order. The *Consultant* is not required to provide the other Optional Services listed below (*in Italics and in blue print*) as these are being provided by the *Employer* and are listed for information only.

- **OS1: Commercial Leadership Secondments**
OS1 Would require the *Consultant* to provide candidates for interim secondment to the *Employer's* senior commercial management roles, for example Head of Commercial for the Roads North of the Thames work package (as described in section S110.2).
- *OS2: Occupational Health Facilities*
OS2 Work with Project stakeholders and the Employer to develop a plan for integrating the Project Contractors' occupational health and well-being facilities with community health facilities.
- *OS3: Not used.*
- *OS4: Staff Relocation*

OS4 To plan and undertake the relocation of Employer staff, Technical Partner staff and Consultant staff from Beaufort House, Aldgate to the Ebbsfleet Project office.

- *OS5: Not used.*
- *OS6: Site Vehicles*

OS6 To provide site vehicles for use by the Employer's staff and Consultant's staff prior to mobilisation of the Project Contractors.

- *OS7 Early Works Management*

OS7 To provide project management, site supervision, health safety security and wellbeing management, commercial management, stakeholder management and land access management for the pre-enabling works contract which is let to Balfour Beatty under the Scape framework and comprises various activities including preparation of ecology habits, species relocation, site access construction and compound construction.

- *OS8: Project Management and Design Coordination*

OS8 To provide project management and design coordination for the completion of detailed design by utility companies for contestable and non-contestable utility diversions. The services, if required would be for a period from award of the contract to the end of Delivery Phase 1.

- **OS9 Supply Chain Management Secondments**

OS9 Would require the *Consultant* to provide candidates for interim secondment to the *Employer's* supply chain management team.

- **OS10 Procurement Secondments**

OS10 Would require the *Consultant* to provide candidates for interim secondment to the *Employer's* procurement team.

- **OS11 Cost Estimating Secondments**

OS11 Would require the *Consultant* to provide candidates for interim secondment to the *Employer's* cost estimating team.

- **OS12 Project Controls**

OS12 To provide any project controls activities currently being undertaken by the Integration Partner in accordance with CS3 of the Integration Partner Contract.

- **OS13 Project Management**

OS13 To provide any project management activities currently being undertaken by the Integration Partner in accordance with PS6, PS7 and PS9 of the Integration Partner Contract.

- **OS14 Risk and Opportunities Management**

OS14 To provide any risk and opportunities activities currently being undertaken by the Integration Partner in accordance with PS10 of the Integration Partner Contract.

- **OS15 Schedule Management**

OS15 To provide any schedule management activities currently being undertaken by the Integration Partner in accordance with CS3 and/or PS9 of the Integration Partner Contract.

- **OS16 Independent Programme Intelligence Support**

OS16 To provide support to LTC's Development Organisation and PMO in the production of strategic reporting to LTC's external stakeholders including DfT, Treasury/IPA and ORR. To manage the strategic reporting process and the sourcing and verification of relevant inputs, including information and forecasts relating to performance, strategic and programme risk and opportunity, cost, commercial, organisation, controls and stakeholders. To provide other, ad-hoc support to the Development Organisation and PMO as required.

Mobilisation Activities

S205.8 The *Consultant* provides the Mobilisation Activities from the *starting date* until the end of the Mobilisation Phase, in accordance with the Mobilisation Plan and as described in the Scope.

S205.9 Mobilisation Activities are

- all Mobilisation Activities identified as such in the Services Schedules,
- any other Mobilisation Activities identified as such in the Mobilisation Plan,
- any other obligation which is required by the Scope to be provided during the Mobilisation Phase,
- development of the Incentive Table in accordance with the requirements of the Incentive Schedule, and
- any Optional Services instructed in accordance with S205.7 during the Mobilisation Phase.

Delivery Phase Task Orders

S205.10 From the end of the Mobilisation Phase, the *Consultant* Provides the Services in accordance with and subject to any Task Orders issued in accordance with this contract, and as described in the Services and Systems Schedules.

S205.11 If the *Employer* requires the *Consultant* to provide the General Systems Requirements, it will issue a Task Order for the provision of the General Systems Requirements for the whole of the Project at the start of Delivery Phase 1 in accordance with this contract. The *Employer* provides the General Systems Requirements in accordance with the Task Order, subject to the Systems reviews to be undertaken during each Review Stage as described in section S205.25.

S205.12 If the *Employer* requires the *Consultant* to provide the Core Services it will issue a Task Order for the Core Services at the start of each Delivery Phase in accordance with this contract.

- S205.13 If the *Employer* requires any Phase Specific Services for a Delivery Phase, it will issue a Task Order for such Phase Specific Services at the start of the relevant Delivery Phase in accordance with this contract.
- S205.14 If the *Employer* requires any Optional Services from time to time, it will issue a Task Order for such Optional Services as and when the same are required.
- S205.15 It is anticipated that the Task Orders for Core Services and Phase Specific Services in Delivery Phase 1 will instruct
- the Core Services required under Schedule CS3 (Project Management Office including Integrated Project Controls), CS6 (Quality Management) and the Phase Specific Services required under PS7 Utilities Management and Third Party Agreements Support Schedule PS8 (Contract Management) and Schedule PS10 (Risk and Opportunity Management) to be provided by the *Consultant* from the date on which the DCO is awarded for the Project.
- It is anticipated that the Task Orders for Delivery Phase 1 will cover the following activities
- management of the “Early Contractor Involvement” phase of the Project Contract for the Roads North of the Thames and the Kent Roads work packages (as described in section S110.2),
 - preparation for the mobilisation of the Project Contractors,
 - provision of support to the *Employer* in preparing the Final Business Case,
 - supporting the Integration Partner in the final capture and configuration within the Project Information Systems of all Project Consents, Third Party Agreements and other requirements of the DCO,
 - mobilisation of the Project Contractors, and
 - supporting the Integration Partner in the capturing and configuring the relevant information from the Project Contracts within the Project Information Systems.

Services and Systems Schedules

- S205.16 The Services and Systems Schedules form part of the Scope and contain the detailed requirements for the *services* or the procedures for developing the detailed requirements for the *service* (the “Project Specific Requirements”, as further described below). The deliverables to be provided to the *Employer* are as set out in the Services and Systems Schedules, or to be developed in accordance with the provisions of the Services and Systems Schedules, and as set out in Task Orders and captured in the Deliverables Matrix.
- S205.17 Subject to section S205.17, the Services and Systems Schedules are mutually explanatory and each is to be read in conjunction with the others and with the rest of the Scope. The *Consultant* Provides the Services having due regard to the provisions of all of the Services and Systems Schedules and the rest of the Scope.
- S205.18 The “Project Specific Requirements” comprise
- the provisions of the Services and Systems Schedules,

- the provisions of any document or information to be provided to the *Consultant* in accordance with the Services and Systems Schedules, and
- the requirements of any plan, procedure or other document developed by the *Consultant* and accepted by the *Service Manager* in accordance with the Services and Systems Schedules.

If there is any conflict or inconsistency between any Project Specific Requirement and any other provision of the Scope, then the Project Specific Requirement shall take precedence.

S205.19 When submitting any plan, procedure or other document to the *Service Manager* for acceptance in accordance with the Services and Systems Schedules, the *Consultant* expressly identifies any conflict or inconsistency between the provisions of such plan, procedure or other document and the provisions of the Scope, and the reasons why the conflicting or inconsistent provision is required. A reason for not accepting any plan, procedure or document submitted by the *Consultant* for acceptance in accordance with the Services and Systems Schedules (without prejudice to other reasons set out therein) is that the conflict or inconsistency identified is not acceptable to the *Employer*.

Integrated Client Team

S205.20 The *Consultant* Provides the Services as part of an Integrated Client Team, which is a single entity in which individuals self-identify as representing the *Employer*.

S205.21 The Integrated Client Team comprises resources from the following

- the *Employer*, who provides a small core leadership team whose role and priorities are
 - (i) to deliver the *Employer's* own scope (for example, land acquisition),
 - (ii) to deliver the Project efficiently within the Project Budget and meeting the Road Open For Traffic Date,
 - (iii) to carry out the *Employer's* role under the Project Contracts,
 - (iv) to integrate the elements of the Project, in order to deliver the Project into operation, and
 - (v) to establish the quality procedures that provide assured delivery of the first three of the above activities,
- the *Consultant* provides dedicated independent commercial and cost management at programme level and within each works package and other works or ancillary works packages as may be instructed under Task Orders,
- the Technical Partner, who is retained under a separate contract to provide access to critical technical expertise, particularly in tunnel design, and

the Integration Partner, who supports the *Employer* in successfully executing its role, provides a broad range of project and programme management services, establishes and runs the day to day

management processes for the Integrated Client Team, and provides high quality data, analysis and experience-based insight to support the *Employer* in making good decisions in good time.

- S205.22 The *Consultant* supports the *Employer* in the successful delivery and commissioning of the Project by providing services both at overall programme level and at individual Project Contract level. The *Consultant* is accountable to the *Employer's* overall leadership team for the Project.
- S205.23 The Project Contractors will design, build and commission the assets in accordance with their respective Project Contracts. However, successful opening of the road to traffic requires a number of other aspects for the programme to be successfully delivered, ranging from land acquisition and enabling works through operational readiness to free flow charging. The *Consultant* plays a leading role in managing the delivery on a cross-programme basis.
- S205.24 The Technical Partner has completed the preliminary design, procurement support specifications, Project Contract Scopes, ground investigation and early enabling works, and is preparing and will submit the DCO application. The Technical Partner will provide witnesses to the planning inspectorate enquiry and other support such as during the DCO examination and during the procurement of the Project Contracts. The ongoing Technical Partner services will primarily focus on providing technical engineering support. A detailed transition plan is provided by the *Employer*.

Reviews of Systems, Processes and Services

- S205.25 Prior to the start of each Review Stage, the *Consultant* undertakes a review of all General Systems Requirements provided by the *Employer* and submits proposals to the *Service Manager* in relation to
- where applicable any part of the DP Software, hardware, system or process it provides or any hardware, software (including the Client Software), process or system provided by the *Employer* pursuant to Schedule SP1 (General System Requirements) which is no longer required and could be decommissioned,
 - where applicable any updates to any DP Software, hardware, system or process which the *Consultant* provides or to any hardware, software (including the Client Software), process or system provided by the *Employer* pursuant to Schedule SP1 (General System Requirements) (and associated testing) to reflect the latest technological

developments which may improve the usability or integrability of the Project Information Systems on future projects,

- any improvements or efficiencies in the allocation of resource, cost or programme to the benefit of the *Employer*,
- any reduction of inefficiencies in the allocation of resource, cost or programme which are identified through the operation of a function or process within the Project Information Systems,
- the Project Information Systems integration plan developed by the Integration Partner in accordance with Schedule SP3 (Client Software) within the Integration Partner Contract,

in accordance with the provisions of the General Systems Requirements Schedules and undertakes reviews of the plans required by the General Systems Requirements Schedules.

S205.26 Not used.

S205.27 Prior to the start of each Review Stage, the *Consultant* undertakes a review of the Core Services and Phase Specific Services as required by the Services Schedules, and submits its recommendations for changes to the Core Services and Phase Specific Services as set out in the Services Schedules. Any recommendations accepted by the *Service Manager* are incorporated into the relevant Task Order(s) for the next Delivery Phase.

Consultant Board Representatives

S205.28 The Consultant Board Representatives shall be a minimum of two (2) management representatives at corporate executive director or partner level within the *Consultant's* business and who are not engaged on the *services*, who:

- provide feedback and review of all deliverables provided by the *Consultant* under this contract to ensure that the *Consultant* delivers best practice,
- attend meetings no less frequently than quarterly to identify and discuss key issues arising in respect of the Project and to develop proposals for the introduction of best practice to the Project, and
- provide regular industry and sector updates and knowledge sharing,

until the *defects date*.

S205.29 The *Consultant* submits the name, relevant qualifications and experience of a proposed replacement Consultant Board Representative to the *Employer* for acceptance. A reason for not accepting the person is that:

- their relevant qualifications and experience are not as good as the Consultant Board Representative who is being replaced,
- that such person is not an executive director or partner in the *Consultant's* business, or
- such person is less senior in the *Consultant's* business than the Consultant Board Representative who is being replaced.

S300 Existing information

S305 Existing Information

S305.1 Existing information relevant to the *service* is set out in **Annex 02** and further described in the Services and Systems Schedules.

The *Employer* provides the information set out in the Services and Systems Schedules. The *Consultant* develops the plans, procedures and other documents and information required as set out in the Services and Systems Schedules.

S400 Specifications and standards

S405 Specifications and standards

S405.1 Except where otherwise directed, the *services* including all materials, workmanship, designs and assessments are to comply with the *Employer's* standards and procedures current at the Contract Date or, for *Consultant* designed elements of the *services*, such elements comply with the standards and procedures current at the time that the relevant *services* outcome is accepted by the *Service Manager* in accordance with the Services and Systems Schedules. The current standards and procedures are identified in section S405.3.

S405.2 If a standard or procedure subsequently changes, the *Consultant* complies with the revised standard or procedure if instructed by the *Service Manager*.

S405.3 The standards and procedures with which the *Consultant* complies in Providing the Services are the standards and procedures described in the Scope or to be developed by the *Consultant* in accordance with the Services and Systems Schedules. To the extent that no specifications, standards and procedures are identified or required to be developed by the *Consultant*, the *Consultant* identifies the most appropriate specification, standard or procedure as applicable, exercising the standard of skill, care and diligence required by this contract.

S500 Constraints on how the *Consultant* is to Provide the Services

S501 Risk Management

- S501.1 The *Employer's* Risk Management Policy and Strategy (see link in **Annex 02**) recognises that this is crucial to the successful delivery of its objectives. A risk management framework has been implemented to enable the effective and efficient management of risk.
- The *Consultant* complies with the provisions of this section S501 in Providing the Services but acknowledges that the risk management model to be adopted in relation to the Project as a whole will be developed and implemented in accordance with the provisions of Schedule PS10 (Risk and Opportunity Management) and the *Consultant* complies with the provisions of that Schedule in relation thereto.
- S501.2 Within the risk management framework, the *Employer's* risk and issue management principles document (see link in **Annex 02**) outlines the approach for the management of risks and issues including system process and supply chain principles.
- S501.3 The *Employer's* risk and issues management manual (see link in **Annex 02**) provides an overview of the *Employer's* approach to risk and issue management, including the definition of risk, risk governance, roles and responsibilities and the high-level risk process.
- S501.4 The *Employer'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.
- S501.5 The *Employer* has adopted the following definition of risk:
“any uncertain event or set of circumstances, that should it occur will (positively or negatively) affect the project (or programme) objectives”.
- S501.6 For the *Employer*, 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.
- S501.7 The *Employer'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*, *Service Manager*, *Employer* and other stakeholders that risks are understood and managed, and
 - all parties are fully aligned with and demonstrably meet the requirements of the *Employer's* risk management framework.
- S501.8 The *Employer* has Xactium as its enterprise wide risk management system to record and update all risk data within the *Employer's* organisation.

- S501.7 In Providing the Services, the *Consultant* complies with the risk management requirements described in this section S501 and as contained in the Risk Management Policy and Strategy (see link in **Annex 02**) and with the requirements set out in Schedule PS10 (Risk and Opportunity Management) in relation to the development of the risk management model to be adopted for the Project.
- S501.8 The *Consultant* uses the *Employer's* Xactium system. Outputs developed through this process may be used in other risk assessments.
- S501.9 The *Consultant* ensures that risks that could impact on the *services* and Project objectives are systematically identified, understood, prioritised and managed whilst being continually reviewed and communicated in a collaborative manner with the *Service Manager*.
- S501.10 The *Consultant* supports the *Service Manager* in the operation of Xactium in relation to risks relating to the services and the Project risks and complies with the requirements set out in Schedule PS10 (Risk and Opportunity Management) in relation to the use of Xactium across the Project.

S502 Business Continuity

- S502.1 The *Consultant* prepares a business continuity plan that complies with ISO22301:2019 and best industry practice and submits the draft plan to the *Service Manager* no later than four weeks after the Contract Date for acceptance.
- A reason for not accepting the business continuity plan is that it does not comply with ISO22301:2019 and best industry practice. The *Consultant* amends the plan to address the *Service Manager's* comments and resubmits for acceptance within one week. A template is provided (see link in **Annex 02**).
- S502.2 The *Consultant* undertakes a business continuity plan test event to test the plan every year. The *Consultant* agrees with the *Service Manager* the test scenario prior to the business continuity plan test. Following the business continuity plan test, the *Consultant* prepares a feedback report with any proposed amendments to the business continuity plan and submits the report to the *Service Manager* within fourteen days of the test for acceptance. A reason for not accepting the proposed amendments is that the *Service Manager* considers that the proposed amendments do not resolve the issues raised by the business continuity plan test.
- S502.3 The *Consultant* implements any proposed amendments in the accepted feedback report instructed by the *Service Manager*.
- S502.4 The *Consultant* undertakes the completion of a "Highways England business continuity self-assessment" assurance document and provides supporting evidence as to the business continuity processes/procedures in place based on the self-assessment. The *Employer* may undertake an audit of compliance with these requirements.

S503 Insurance requirements

S503.1 The *Consultant* is required to have in place the required insurances described in the Framework Agreement, Volume 1, and to the minimum amount of cover stated in the Contract Data

S503.2 The *Consultant* ensures that the policies of insurance it takes out and maintains under this contract comply with the Framework Agreement Volume 1 and the Contract Data. The *Consultant* discharges all its obligations under the Insurance Act 2015 (see link in **Annex 02**) when renewing and maintaining any insurance required by this contract including

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

S504 Security & identification of people

S504.1 The *Consultant* carries out a security check on its Staff before they are involved in Providing the Services. The checks are carried out in accordance with the *Employer's* procedures in **Annex 04**.

S505 Not used

S506 People Strategy

S506.1 The *Consultant* complies with the *Employer's* People Strategy outlined in **Annex 06**.

Equality, Diversity & Inclusion

S506.2 The *Consultant* complies with **Annex 06**.

Employment & Skills

S506.3 The *Consultant* complies with **Annex 06**.

Skills and Apprenticeship

S506.4 The *Consultant* complies with **Annex 06**.

S507 Discrimination, Bullying & Harassment

S507.1 The *Consultant* does not discriminate directly or indirectly or by any way of victimisation or harassment against any person contrary to the Discrimination Acts.

S507.2 In Providing the Services, the *Consultant* co-operates with and assists the *Employer* 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.

S507.3 Where any *Consultant's* employee or subcontractor, and its employees (at any stage of remoteness from the *Employer*), is required to carry out any activity on the *Employer's* premises or alongside the *Employer's* employees on any other premises, the *Consultant* ensures that each such employee or subcontractor, and its employees (at any stage of remoteness from the *Employer*, complies with the requirements of the Discrimination Acts and with the *Employer's* employment policies and codes of practice - Dignity at Work Guidance and Equal Opportunities Policy (see link in **Annex 02**).

S507.4 The *Consultant* notifies the *Service Manager* as soon as it becomes aware of any investigation or proceedings brought against the *Consultant* under the Discrimination Acts in connection with this contract and

- provides any information requested by the investigating body, court or tribunal in the timescale allotted,
- attends (and permits a representative from the *Employer* 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.

S507.5 The *Consultant* complies with all applicable human rights and employment laws in the jurisdictions in which they work and have robust means of ensuring that the subcontractors (at any stage of remoteness from the *Employer*) also comply.

S507.6 The *Consultant* implements due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

- S507.7 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 *Employer* contracts. The *Consultant* prepares and delivers to the *Service Manager* no later than 1st August each year an annual
- slavery and human trafficking report,
 - transparency statement, and
 - a risk register with mitigating actions,
- which complies with the Modern Slavery Act 2015 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.
- S507.8 The *Consultant* notifies the *Employer* as soon as it becomes aware of any actual or suspected slavery or human trafficking in any of its supply chains or any part of its business.
- S507.9 The *Consultant* uses reasonable endeavours not to purchase any raw materials, resources or products from any country that has been sourced from producers or manufacturers using forced labour and child labour in its operations or practice.
- S507.10 The *Consultant* complies (and ensures that any subcontractor complies) with the *Employer's* policies relating to bullying and harassment. If the *Service Manager* considers that the presence or conduct of any of employees (at any stage of remoteness from the *Employer*) at any location relevant to the performance of the *services* is undesirable or in breach of the *Employer's* policies, the *Service Manager* instructs the *Consultant* to implement corrective action.
- S507.11 The *Consultant* ensures that any subcontract (at any stage of remoteness from the *Employer*) relevant to the performance of the *services*, contains provisions to the same effect as this section. The *Consultant* may propose to the *Service Manager* for acceptance, that a specific subcontract (at any stage of remoteness from the *Employer*) relevant to the performance of the *services*, does not comply with the requirements of this section S507. The *Consultant* provides a detailed reason for not including some or all of the requirements of this section S507 in the specific contract. The *Consultant* provides further detail when requested by the *Service Manager* to assist their consideration. If accepted by the *Service Manager*, the *Consultant* is relieved from including some or all of the requirements of this section S507 in the specific contract.
- S507.12 A failure to comply with this section is treated as a substantial failure by the *Consultant* to comply with its obligations.

S508 Conflict of Interest

- S508.1 The *Consultant* does not take an action which would cause a conflict of interest to arise in connection to this contract or other contracts associated with the Project. The *Consultant* notifies the *Service Manager* if there is any uncertainty about whether a conflict of interest may exist or arise.
- S508.2 The *Consultant* notifies its employees and subcontractors (at any stage of remoteness from the *Employer*) and procures that any subcontractor (*at any stage of remoteness* from the *Employer*), notifies its employees who are engaged in Providing the Services that they do not take any action which would cause an actual or potential conflict of interest to arise in connection with the *services*.
- S508.3 The *Consultant* ensures that any employee and procures that any subcontractor (at any stage of remoteness from the *Employer*) ensures that any of its employees, who are Providing the Services, complete a "Declaration of Interest" in the form set out in **Annex 02** (Conflict of Interest form).
- S508.4 The *Consultant*
- immediately notifies the *Service Manager* if there is any uncertainty about whether a conflict of interest may exist or arise, and
 - procures that any subcontractor (at any stage of remoteness from the *Employer*) immediately notifies the *Consultant* and the *Service Manager* if there is any uncertainty about whether a conflict of interest may exist or arise.
- S508.5 Following a notification from the *Consultant*, the *Service Manager*, may
- require the *Consultant* to stop Providing the Services until any conflict of interest is resolved, or
 - require the *Consultant* to submit to the *Service Manager* for acceptance a proposal to remedy the actual or potential conflict of interest.
- S508.6 A reason for not accepting the submission is that it does not resolve any conflict of interest. The *Consultant* amends the proposal in response to any comments from the *Service Manager* and resubmits it for acceptance by the *Service Manager*. The *Consultant* complies with the proposal once it has been accepted.

- S508.7 A conflict of interest will be deemed to have arisen if the *Consultant* or an Associated Company takes over, merges with or is taken over by
- a Project Contractor,
 - the Technical Partner, or
 - the Integration Partner, and
- will be deemed to have arisen if the *Consultant* is appointed as a subcontractor to, or appoints as a subcontractor in respect of this contract or forms a Consortium with any of
- a Project Contractor,
 - the Technical Partner, or
 - the Integration Partner,
- in connection with the Project and will be deemed to have arisen if the Consultant bids for or becomes a contracting party to any Project Contract or becomes a contracting party to the Integration Partner Contract or the Technical Partner Contract. For the avoidance of doubt, “contracting party” includes being part of a consortium or acting as a provider or guarantor of a party to such contract but does not include acting as a subcontractor.
- S508.8 The *Consultant* shall ensure that it, and its supply chain, implements and maintains robust processes which ensure that the requirements of this section S508 are complied with.

S509 *Employer’s Counter Fraud, Bribery & Corruption Policy and Response Plan, and Fair Payment Charter*

- S509.1 The *Consultant* complies with (and ensures that any person employed by it or acting on its behalf complies) with the *Employer’s* “Counter Fraud, Bribery and Corruption Policy and Response Plan” and “Fair Payment Charter” (see links in **Annex 02**).
- S509.2 The *Consultant* complies with the “Counter Fraud, Bribery and Corruption Policy and Response Plan” and “Fair Payment Charter” until Completion and with
- paragraph 3.1 and 4.3 of the *Employer’s* “Counter Fraud, Bribery and Corruption Policy and Response Plan” and “Fair Payment Charter” and
 - paragraph 1 of the *Employer’s* “Fair Payment Charter”
- for a period not less than 12 years after Completion.
- S509.3 A failure to comply with this section is treated as a substantial failure by the *Consultant* to comply with its obligations.

S510 Communication system

S510.1 The *Consultant* uses the relevant system as listed in **Annex 09** or any other system identified by the *Service Manager*. The *Consultant* ensures that all communications required by this contract are issued using that system.

The communication system to be used is CEMAR. Any contract specific requirements and constraints for Communications Systems will be set out in in Volume 2c.

S510.2 Unless and until either the *Service Manager* notifies the *Consultant* otherwise, or alternative communications systems for the Integrated Client Team or the Project as a whole are developed or proposed by the *Consultant* and accepted by the *Service Manager* in accordance with the Services and Systems Schedules, the *Employer's* communications systems are:

- Xactium,
- CRM,
- CEMAR,
- Business Collaborator,
- Primavera,
- PowerBI,
- Oracle,
- MS Dynamics 365,
- Oracle Fusion,
- AIRSWeb, and
- Ares Prism.

S511 Communications

S511.1 The *Consultant* complies with the Communications requirements in **Annex 12** and with any additional, modified or enhanced requirements notified to the *Consultant*.

S512 Data Protection

S512.1 The *Consultant* complies with the data protection requirements in **Annex 08**.

S513 Offshoring of data

S513.1 In this section Risk Assessment is a full risk assessment and security review carried out by the *Employer* in accordance with the HMG Security Policy Framework (SPF) (see link in **Annex 02**) and the *Employer's* Information Security Data Security Standard (see link in **Annex 02**).

S513.2 The *Consultant* does not store any of the *Employer's* data that is classified as OFFICIAL (including OFFICIAL SENSITIVE) or higher in accordance with the HMG Government Security Classifications (see **Annex 02**)

- Offshore, or
 - in any way that it could be accessed from an offshore location,
- until the *Service Manager* has confirmed to the *Consultant* that either

- the *Service Manager* has gained approval for such storage in accordance with the Information Security Data Security Standard, or
 - such approval is not required.
- S513.3 The *Consultant* ensures that no offshore premises are used in Providing the Services until
- such premises have passed a Risk Assessment, or
 - the *Service Manager* confirms to the *Consultant* that no Risk Assessment is required.
- S513.4 The *Consultant* complies with a request from the *Employer* to provide any information required to allow the *Employer* to
- gain approval for storing data or allowing access to data from an offshore location in accordance with S513.2, or
 - conduct a Risk Assessment for any premises in accordance with S513.3.
- S513.5 The *Consultant* ensures that any subcontract (at any stage of remoteness from the *Employer*) contains provisions to the same effect as this clause.
- S513.6 A failure to comply with this section is treated as a substantial failure by the *Consultant* to comply with its obligations.

S514 Information Systems and Security

- S514.1 The *Consultant* meets the requirements of **Annex 09** in relation to Information Systems and Security duties.

S515 Management procedures

- S515.1 The *Consultant* includes a section on customer service in its monthly report to the *Service Manager*.
- S515.2 The *Consultant* complies with any reporting requirements, meeting requirements and other management procedures set out in, or developed by the *Consultant* and approved by the *Service Manager* in accordance with Schedule CS3 (Project Management Office including Integrated Project Controls).

S516 Energy Efficiency Directive

- S516.1 The *Consultant*
- supports achievement of the *Employer's* "Sustainable Development Strategy's" carbon management ambition (see link in **Annex 02**), and
 - where relevant complies with the requirements of Procurement Policy Note 7/14 entitled "Implementing Article 6 of the Energy Efficiency Directive" ("PPN 7/14") and any related supplementary Procurement Policy Notes (see link in **Annex 02**),
- when Providing the Services.

- S516.2 In complying with the requirements of PPN 7/14, the *Consultant*
- ensures that any new products purchased by it or by a subcontractor (at any stage of remoteness to the *Employer*) for use partly or wholly in Providing the Services comply with the standard for products in the directive “2012/27/EU” (see link in **Annex 02**),
 - provides evidence to the *Service Manager* to demonstrate how any new products purchased by it or by a subcontractor (at any stage of remoteness to the *Employer*) for use partly or wholly in Providing the Services comply with the requirements of PPN 7/14,
 - demonstrates efficiency in resource use and maximisation of re-use and recycling of materials to support the *Employer’s* circular economy ambition as stated in the *Employer’s* “Sustainable Development Strategy” (see link in **Annex 02**) and ensures any subcontractors (at any stage of remoteness to the *Employer*) demonstrates efficiency to the same effect,
 - ensures that subcontractors (at any stage of remoteness from the *Employer*) provide evidence to the *Consultant* to demonstrate how any new products purchased by the subcontractor for use partly or wholly in the performance of its obligations under a subcontract complies with the requirements of PPN 7/14, and
 - includes requirements to the same effect in any subcontract (at any stage of remoteness from the *Employer*).

Air quality strategy

S516.3 The *Employer’s* Air Quality Strategy (see link in **Annex 02**) sets out how it ensures that all activity on the Strategic Road Network is delivered in a way that not only minimises harm, but ultimately improves the environment including air quality. This helps support Government to improve air quality in the UK and deliver nitrogen dioxide compliance at the roadside in the shortest time possible. The *Employer* explores ‘opportunities to promote the use of low emission vehicles by suppliers to reduce harmful pollutants.

- S516.4 The *Consultant*
- ensures that any new vehicles purchased by it for use partly or wholly in Providing the Services comply with the minimum mandatory standards (detailed for central Government departments) detailed in “Government Buying Standards Transport 2017” (see link in **Annex 02**), and
 - when requested, works in collaboration with the *Employer* to prepare reports to identify how the best practice standards detailed in the “Government Buying Standards Transport 2017” can be achieved. Report findings help inform setting standards for future highways contracts and any subsequent action by the *Consultant* helps reduce emissions of harmful pollutants when Providing the Services.

S517 Environmental and sustainability requirements

- S517.1 In Providing the Services, 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.
- S517.2 The *Consultant* complies with
- the *Employer's* environmental strategy,
 - the *Employer's* "Sustainable Development Strategy",
 - GG103 "Introduction and general requirements for sustainable development and design",
 - LA120 "Environmental management plans", and
- when Providing the Services (see links in **Annex 02**).
- S517.3 The *Consultant* complies with "The road to good design" incorporating the ten principles of good design, grouped as connecting people, connecting places and connecting processes when Providing the Services (see link in **Annex 02**).
- S517.4 In Providing the Services the *Consultant* recognises the importance and value of biodiversity and mitigates the impact on wildlife and looks for the opportunities provided by management and construction work to provide biodiversity enhancements.
- S517.5 The *Consultant* ensures that the *Employer's* responsibilities and opportunities within the "Government Buying Standards" are delivered when Providing the Services (see link in **Annex 02**).

S518 Behavioural attributes

- S518.1 The *Consultant* complies with the Supply Chain Alignment requirements in **Annex 07** and has due regard to the same in its compliance with the requirements relating to behaviours and values as detailed in 2c.

S519 Project Control Framework

- S519.1 The *Employer* operates a Project Control Framework (PCF) (see link in **Annex 02**) as part of its project management process. The PCF comprises a number of products relating to the life cycle of a project (or programme). These PCF products are produced, reviewed, updated or refined at various PCF stages of the project life cycle. The detail of how the Project Control Framework will be applied to the Project will be developed by the Parties in accordance with Schedule CS3 (Project Management Office including Integrated Project Controls) as detailed in Volume 2c.
- S519.2 PCF deliverables are developed in accordance with the current version of The Project Control Framework Best Practice Planning and Consultation Process (see link in **Annex 02**). The *Consultant* ensures the product is proportional and meets the content and quality criteria specified in The Project Control Framework Best Practice Planning and Consultation Process guidance document prior to issue for review. The *Consultant* engages with the

appropriate product owner/specialists in line with the PCF Best Practice guidance.

S519.3 The *Consultant* liaises with the *Service Manager* to ensure that appropriate staff receive any applicable mandatory PCF training.

S519.4 All Project Control Framework deliverables are shown on a Project Control Framework tracker which is managed by the Integration Partner and submitted to the Integration Partner Service Manager at intervals to be agreed with the Integration Partner Service Manager. The tracker, as a minimum, details: start date, finish date, and percentage complete against each Project Control Framework Stage.

S519.5 The *Consultant* provides supporting information and resources, as required, to assist the *Employer* and/or the Integration Partner with the relevant PCF Stage Gate Assessment Reviews (SGAR), independent assurance reviews (IARs) and Investment Decision Committee (IDC) processes for this contract.

The stage management plan product clearly identifies which PCF products are relevant to the *services*, what level of detail and complexity the products need to go in to, who needs to be involved in their development and review and when they need to be produced.

S520 Interfaces with third parties

S520.1 See Volume 2c for any additional *Employers* requirements in relation to the management of interfaces with third parties who are not directly involved in the *services* or the same project (or programme) for which the *services* relate to.

Also, requirements for communicating with third parties including whether such liaison and communication is conducted through the *Employer* or directly with the third party. For example, communication with a statutory authority.

S525 Co-ordination and co-operation

S525.1 The *Consultant* co-operates with other suppliers in obtaining and providing information needed.

S525.2 The *Consultant* cooperates with the organisations identified in

- Schedule CS3 (Project management Office Including integrated Project Controls),
- CS6 Quality management,
- Schedule PS7 (Utilities Management and Third Party Agreements Support).

S525.3 The *Consultant* shares information and communicates openly with the *Employer*, continuously shares lessons learnt and achievements, and enables embedded learning.

S525.4 The *Consultant* complies with the provisions of this section S525 in Providing the *Services* but acknowledges that the co-ordination and co-operation requirements for the Project as a whole will be developed and implemented in

accordance with the provisions of Schedule CS6 (Quality Management) and the *Consultant* complies with the provisions of that Schedule in relation thereto.

S525.5 Not used.

S525.6 Not used.

S525.7 The *Consultant* programmes any PCF product review requests at least 6 weeks in advance of the review and ensures that all programmed dates are met.

S525.8 The *Consultant* co-locates teams where appropriate and encourages information sharing, communication, concurrent working and a proactive delivery culture.

S525.9 The *Consultant* does not enter into commitments when dealing with third parties that might impose any obligations on the *Employer* except with the consent of the *Employer*.

S526 Consideration of Others

S526.1 The *Consultant* complies with the customer service requirements as set out in **Annex 05**.

S530 Submission procedures

S530.1 During the Mobilisation Phase, the Parties agree a matrix setting out the sequence and timing of deliverables required for the Project, the identity of the party who is to provide the same, and the Delivery Phase to which the same relates (the "Deliverables Matrix"). The *Consultant* assures and ensures that the deliverables are provided in accordance with the Deliverables Matrix.

S535 Quality management system

S535.1 The *Consultant* complies with and operates management systems as follows

- a health and safety management system complying with the requirements in the Health and Safety section of the Scope,
- a quality management system complying with ISO 9001, ISO 9004, and CEN/TS 16880, (see links in **Annex 02**),
- an environmental management system complying with ISO 14001 (see link in **Annex 02**), and
- a collaboration framework complying with ISO 44000 (that encompasses the behaviours, organisational culture and management processes that provide a common platform to support effective collaborative business relationships) (see link in **Annex 02**),

and develops and subsequently implements management systems for the Project in accordance with the provisions of

- Schedule CS3 Project management Office including integrated Project Controls (PMO),
- Schedule CS6 (Quality Management),

S535.2 The *Consultant* utilises the *Employers* risk management system and processes that follow the guidelines contained in ISO 31000 (see link in **Annex 02**) in relation to risk management. The *Consultant* complies with the provisions of this section S535.2 in Providing the Services but acknowledges that the risk management model to be adopted in relation to the Project as a whole will be developed and implemented in accordance with the provisions of Schedule PS10 (Risk and Opportunity Management) and the *Consultant* complies with the provisions of that Schedule in relation thereto.

- S535.3 The *Consultant* obtains third party certification from the relevant body accredited by UKAS (United Kingdom Accreditation Service) or another equivalent body accepted by the *Employer*) of
- the health and safety management system,
 - the quality management system, and
 - the environmental management system,
- to the standards set out above, within 45 working days of the *starting date* and submits to the *Service Manager* a copy of each certificate within one week after it is obtained. If the *Consultant* already holds such certification at the Contract Date, the *Consultant* submits to the *Service Manager* a copy of each certificate within one week after the Contract Date.
- S535.4 The *Consultant's* quality management system includes the *Consultant's* quality policy as required by this contract and ISO 9000 (see link in **Annex 02**), which clearly articulates the *Consultant's* commitment to:
- providing a quality assured *service* which delivers the requirements in this contract,
 - supporting the development, implementation and maintenance of the *Consultant's* quality management system, and
 - continually improving and providing maximum customer satisfaction.
- S535.5 The *Consultant* complies with the provisions of this section S535 in Providing the Services but acknowledges that the quality management model to be adopted in relation to the Project as a whole will be developed and implemented in accordance with the provisions of Schedule CS6 (Quality Management) and the *Consultant* complies with the provisions of that Schedule in relation thereto.

S536 Quality Plan

- S536.1 The *Consultant* prepares the Quality Plan and submits it to the *Service Manager* within 40 working days of the *starting date*. The Quality Plan for the *services* is incorporated into the overall quality plan for the Project to be developed by the *Consultant* in accordance with the provisions of Schedule CS6 (Quality Management).
- S536.2 The Quality Plan incorporates the Tender Commitments Statement and is sufficiently detailed to demonstrate how the *Consultant* achieves each of the commitments in the Tender Commitments Statement and meets the *Employer's* objectives for this contract.

- S536.3 The *Service Manager* notifies the *Consultant* if the Quality Plan does not comply with the requirements of this contract or does not sufficiently incorporate the Tender Commitments in the Tender Commitments Statement. Following such notification, the *Consultant* reviews the Quality Plan and reports to the *Service Manager* setting out its proposed changes. If the *Service Manager* accepts the proposals, the Quality Plan is changed. If the proposed changes are not accepted, the *Service Manager* informs the *Consultant* of the aspects of the Quality Plan that are not acceptable, and the *Consultant* updates the Quality Plan for acceptance within one week.
- S536.4 The *Consultant* keeps a controlled copy of the Quality Plan available for inspection at all times by the *Employer*, the *Service Manager*, and their representatives.

S540 Quality management and Quality Plan

- S540.1 The *Consultant* complies with the provisions of Schedule CS6 (Quality Management) and the Project Quality Management System as envisaged by Schedule CS6 to apply the principles set out in sections S541 and S542 across the whole of the Project.

S541 Audit, nonconformities (including “defects”) and quality management points

The *Consultant’s* Quality Plan provides for the following in relation to Providing the Services and reflects the following principles for quality management.

- S541.1 The *Consultant* carries out a programme of internal audits in accordance with the requirements of ISO 9001 (see link in **Annex 02**).
- S541.2 The *Service Manager* may carry out audits of the *Consultant’s* quality management system from time to time.
- S541.3 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 *Employer*), carries out any work that relates to this contract for the *Service Manager* to carry out audits, to inspect work and materials and generally to investigate whether the *Consultant* is Providing the Services in accordance with this contract.
- S541.4 The *Consultant* provides all facilities and assistance necessary to allow such audits and inspections to be carried out.
- S541.5 Additional audits may be carried out when the number of Quality Management Points in effect exceeds 25 under this contract.
- S541.6 The *Service Manager* decides the location, frequency and extent of additional audits having regard to the root causes for the accrual of Quality Management Points in effect.
- S541.7 Following the notification of a Defect or identification of other Nonconformity the *Consultant* submits within three working days, a brief report covering as a minimum
- 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 Plan or service delivery is not functioning properly.

S541.8 Following the notification of a Defect or identification of other Nonconformity the *Consultant* submits within 2 weeks to the *Service Manager* for acceptance, a corrective action plan covering as a minimum

- the unique reference of the Nonconformity,
- description – this could be as per the Nonconformity report or expanded,
- details of the corrective action proposed,
- categorisation of the Nonconformity into high, medium or low risk,
- for high and medium risk, an analysis of the root cause(s) of the Nonconformity commensurate with risk i.e. what is the evidence-based underlying truth about what is causing the Nonconformity to occur,
- what aspect of the Quality Plan needs to be addressed i.e. which of the *Consultant's* processes is not performing as required, what the corrective action will address, for example- is it a process design that needs changing or is it an execution issue (i.e. that requires additional training, tools etc.),
- for high and medium risk, a detailed action plan, commensurate with risk, with planned correction date and milestones – the plan should contain named individuals for the actions and for high risk the plan should nominate the relevant executive process owner from the *Consultant* to take overall accountability for the plan. A brief action plan is required for low risk,
- method of reporting progress to the *Service Manager*,
- the method to be used to signify successful correction of the Nonconformity to allow that to be recorded on the register. Any envisaged circumstance that will allow the *Service Manager* to confirm the correction, and
- adjustments to be made to the Quality Plan or service delivery in order to prevent recurrence of the Nonconformity.
-

- S541.9 The *Consultant* keeps an up to date register of Nonconformities covering as a minimum
- the unique reference,
 - date of identification,
 - identification method for example through performance management, by testing or by audit etc.,
 - date of corrective action report,
 - date Nonconformity corrected (i.e. confirmed as such by the *Service Manager*), and
 - traffic light type notation
 - red – indicates Nonconformity identified but no corrective action report prepared – also where corrective action not complete by planned date,
 - amber – correction action report prepared and action in progress and within planned parameters, and
 - green – corrective action complete and accepted by the *Service Manager*.
- The *Consultant* enters the Nonconformity on to the register within three working days from its identification.
- S541.10 The *Consultant* does not begin any corrective or preventative action(s) to address the Nonconformity until the *Service Manager* has accepted its proposals.
- S541.11 Within one week of the *Consultant* submitting the proposed corrective and preventative action plan for acceptance, the *Service Manager* either accepts the proposal or notifies the *Consultant* of its reason for not accepting it.
- A reason for not accepting the proposed action plan is that
- it does not adequately specify actions required to ensure that Nonconformities do not recur,
 - it does not comply with this contract,
 - the time for completing the corrective and preventative action is unreasonable, or
 - it hinders the *Employer* or Others.
- S541.12 If the *Service Manager* does not accept the proposed action plan, the *Consultant* submits a revised proposal to the *Service Manager* for acceptance within one week. The *Service Manager* responds to the revised proposal as stated in S541.11.
- S541.13 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 *Employer* or Others and in any event before carrying out any operation the same or similar as that in respect of which the Nonconformity occurred.

- S541.14 The *Consultant* notifies the *Service Manager* when the proposed actions have been taken and provides, with its notification, verification that the defective part of the *services* has been corrected.
- S541.15 If the *Consultant* fails to comply with its quality management system, the *Consultant* accrues Quality Management Points from the date when the failure is identified in accordance with the quality table in **Annex 10**. The number of Quality Management Points is reduced in accordance with the quality table.
- S541.16 If the *Consultant* fails properly to accrue Quality Management Points, the *Service Manager* instructs the *Consultant* to accrue the applicable number of Quality Management Points calculated in accordance with the quality table. The Quality Management Points accrue on the date of the *Service Manager's* instruction.
- S541.17 The *Consultant* maintains a register of the number of Quality Management Points in effect, showing when Quality Management Points accrue and are removed.
- S541.18 A failure to comply with this section is treated as a substantial failure by the *Consultant* to comply with its obligations.

S542 Quality Management Points & Table

The *Consultant's* Quality Plan provides for the following in relation to Providing the Services and reflects the following principles for quality management.

- S542.1 Quality Management Points accrue from the
- date of identification,
 - date of the audit if raised in an audit, or
 - *Service Manager's* instruction.
- S542.2 If the number of Quality Management Points in effect under this contract is more than 25, the *Consultant* and the *Service Manager* meet within one week to consider ways of reducing the number of Quality Management Points in effect to 25 or less and to avoid accruing further Quality Management Points.
- S542.3 The *Consultant* submits a report to the *Service Manager* within one week of the meeting setting out the actions agreed at the meeting and any other actions which the *Consultant* proposes to take immediately to reduce the number of Quality Management Points in effect to 25 or less and to avoid accruing further Quality Management Points.
- S542.4 If the *Service Manager* does not accept the *Consultant's* proposals or the *Consultant* does not take the agreed actions, the *Consultant* submits a revised report to the *Service Manager* setting out the actions which the *Consultant* has taken and what further or alternative actions they propose to take to reduce the number of Quality Management Points in effect to 25 or less.

S542.5 Until the number of Quality Management Points in effect is reduced to 25 or less, the *Consultant* takes the actions detailed in its reports and submits weekly update reports to the *Service Manager* setting out the actions taken, the results of those actions and the actions which are still to be taken by the *Consultant*.

S542.6 A failure to:

- take actions to reduce the number of Quality Management Points in effect to 25 or less, or
- comply with a corrective action plan that has been accepted by the *Service Manager*

is treated as a substantial failure by the *Consultant* to comply with its obligations.

S543 Continual Improvement

S543.1 The *Consultant* operates processes for delivering innovation and continual improvement / lean following the requirements set out in **Annex 11**.

S544 Performance Measurement

S544.1 The *Service Manager* uses the current version of the Collaborative Performance Framework (CPF) as amended from time to time (see link at **Annex 02**) in order to actively measure the *Consultant's* performance against the following CPF categories

- 1.1c Health and safety management,
- 2.1h Effectiveness of engagement with customers and stakeholders,
- 2.2a Understanding key messages,
- 4.2a Percentage of value spend and average supplier payment timescales,
- 4.3a Equality, diversity and inclusivity (EDI),
- 4.4b Behavioural maturity action,
- 6.1a Performance against Project specific efficiency targets and effect on whole life performance,
- 6.2a Predictability factor, and
- 6.3a Quality management, service levels and key deliverables,

and follows the processes set out in the CPF in relation to the use of performance scores to drive improved performance.

S544.2 The *Consultant* records performance against each of the indicators in the CPF and assists the *Employer* in the development of the CPF by proposing and developing ways in which improvements can be made to the CPF.

- S544.3 The scores recorded by the *Consultant* against each CPF indicator are submitted to the *Service Manager* in accordance with Schedule CS6 (Quality Management) and copied to the relevant CPF email address. The instructions for identifying the relevant CPF email address and the relevant working day in the month for submission is set out in the CPF instructions on the Supply Chain Portal (see link in **Annex 02**).
- S544.4 The first CPF submission covers months 1-3 starting from the first day of Delivery Phase 1a and 1b and is submitted in accordance with S544.3. The subsequent CPF submissions are thereafter submitted quarterly and cover the most recent quarter.

Performance Review

- S544.5 The *Consultant* undertakes a performance review addressing all aspects of performance on a quarterly basis, or as instructed by the *Service Manager*, in accordance with the CPF.
- S544.6 If the *Consultant's* performance, as measured in accordance with the CPF, is below the Performance Level, it is treated as a substantial failure by the *Consultant* to comply with its obligations. Otherwise the *Consultant's* CPF score is used as set out in Schedule CS6 (Quality Management).
- S544.7 The *Employer* leads additional annual reviews to assess all aspects of *Consultant's* performance and trends in performance indicators.

S545 Health and safety requirements

- S545.1 The *Consultant* complies with the *Employer's* general health and safety requirements outlined in **Annex 15**.

S550 Legal requirements

- S550.1 Refer to Framework Agreement, *conditions of contract* and Z clauses therein for any specific legal obligations.

S555 Disclosure Requests

- S555.1 The *Consultant* acknowledges that the *Employer* may receive a Disclosure Request and the *Employer* 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 *Consultant*, consults with the *Employer* before doing so in accordance with the relevant code of practice. The *Consultant* responds to any consultation promptly and with any deadlines set by the *Employer* to and to the satisfaction of the *Employer*. The *Consultant* acknowledges that it is for the *Employer* to determine whether such information should be disclosed.
- S555.2 When requested to do so by the *Service Manager* the *Consultant* promptly provides information in its possession relating to this contract and assists and co-operates with the *Employer* to enable the *Employer* to respond to a Disclosure Request within the time limit set out in the relevant legislation (see link in **Annex 02**).
- S555.3 The *Consultant* promptly passes any Disclosure Request receives to the *Service Manager*. The *Consultant* does not respond directly to a Disclosure Request unless instructed to do by the *Service Manager*.
- S555.4 The *Consultant* acknowledges that the *Employer* is obliged to publish information relating to this contract in accordance with Procurement Policy Note 01/17 entitled Update to Transparency Principles dated 6 February 2017 (see link in **Annex 02**) except to the extent that any information in it is exempt from disclosure pursuant to the Freedom of Information Act 2000 (see link in **Annex 02**). The *Service Manager* consults with the *Consultant* before deciding whether the information is exempt, but the *Consultant* acknowledges that the *Employer* has the final decision.
- S555.5 The *Consultant*
- co-operates with and assists the *Service Manager* to enable the *Employer* to comply with its obligations under to publish information in accordance with PPN 01/17 (see link in **Annex 02**),
 - agrees with the *Service Manager* a schedule for the release to the public of information relating to the *Employer* in accordance with the terms of the PPN 01/17,
 - provides information to assist the *Employer* in responding to queries from the public PPN 01/17 as required by the *Service Manager*, and
 - supplies the *Service Manager* with financial data relating to this contract in the form and in the times specified in the PPN.

- S555.6 The *Consultant* acknowledges that the *Employer* is obliged to publish the provisions of this contract in accordance with the Crown Commercial Service's Guidance Note entitled Publication of Central Government Tenders and Contracts dated November 2017 (see link in **Annex 02**), except to the extent in it is exempt from disclosure pursuant to the Freedom of Information Act 2000 (see link in **Annex 02**). The *Service Manager* consults with the *Consultant* before deciding whether the information is exempt, but the *Consultant* acknowledges that the *Employer* has the final decision. The *Consultant* co-operates and with assists the *Service Manager* and the *Employer* to publish this contract in accordance with the *Employer's* obligation.

S556 Official Secrets Act

- S556.1 The Official Secrets Act 1989 applies to this contract from the *starting date* until Completion.
- S556.2 The *Consultant* notifies its employees and subcontractor (at any stage of remoteness from the *Employer*) of its duties under the Official Secrets Act 1989 (see link in **Annex 02**).
- S556.3 A failure to comply with this section is treated as a substantial failure by the *Consultant* to comply with its obligations.

S557 Confidentiality

- S557.1 The *Consultant* keeps (and ensures that anyone employed by it or acting on its behalf keeps) confidential and does not disclose to any person
- the terms of this contract, and
 - any confidential or proprietary information (including Personal Data) provided to or acquired by the *Consultant* in the course of Providing the Services,
- except that the *Consultant* may disclose information to
- to its legal or other professional advisers,
 - to its employees and subcontractors as needed to enable the *Consultant* to Provide the Services or to any member of the Integrated Client Team, the Project Contractors or the Ancillary Contractors, but only to such extent as may be necessary to enable the *Consultant* to Provide the Services,
 - where required to do so by law or by any professional or regulatory obligation or by order of any court or Government agency, provided that prior to disclosure the *Consultant* consults the *Service Manager* and

takes full account of the *Employer's* views about whether (and if so to what extent) the information should 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 *Service Manager*.

S557.2 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 Services.

S560 Form of retained documents

S560.1 The *Consultant* provides the documents required for the *Employer* to take over the *services* at the time required by and in accordance with the *Employer's* current procedures together with any additional documents required by the provisions of

- Schedule SP1 (General Systems Requirements),
- Schedule PS7 (Utilities Management and Third-party Agreements Support),
- Schedule PS8 (Contract Management),
- Schedule PS10 (Risk and Opportunity Management),
- and any other Schedule of requirements as may be issued by further task orders.

S560.2 The *Consultant* manages developments in technology site data for the *services* through regular coordinated and collaborative forums, such as site data advisory groups.

S560.3 The *Consultant* delivers to the *Service Manager* on Completion the final 'deliverable' version of any data in electronic format that allows continued access by the *Employer* and is capable of transfer to the *Employer'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 *Employer's* Information Systems, reference documents or guidance manuals as agreed with the *Service Manager*.

- S560.4 The *Consultant* where relevant supports the Integration Partner to ensure that the documents/activities identified below are completed by the Project Contractors or Ancillary Contractors (as applicable) or manages the contractual requirement to ensure the completeness of the documents/activities with the Integrated Client Team, if so required by the *Employer's* PCF processes
- a completed Health and Safety File as required under CDM (see link in **Annex 02**),
 - as built models and drawings – as defined within CDM, all drawings are submitted prior to Completion,
 - all requirements in relation to handover documentation for Technology Maintenance, Instruction, Operational and Maintenance Requirements for Technology Systems and Equipment, spares, routine maintenance schedule, etc. all as defined in the Design Manual for Roads and Bridges (DMRB) Volume 9, TD 71/16 – MCH 1349 (see link in **Annex 02**),
 - the activities listed in IAN182/14A – Major Schemes: Enabling Handover into Operations and Maintenance (see link in **Annex 02**),
 - the activities listed in the Asset Data Management Manual (ADMM) (see link in **Annex 02**),
 - databases – all the Client Systems which require updating are populated and updated prior to Completion, and may include any or all of the following systems (to be confirmed by the *Service Manager* prior to the end of Delivery Phase 2) and any other systems which are notified to the *Consultant* by the *Service Manager* prior to Completion
 - IAM IS – Integrated asset management information system,
 - HAPMS – Highways Pavement Management System,
 - HADDMS – Highways Drainage Data Management System,
 - HAGMS – Highways Geotechnical Data Management System,
 - EnvIS – Environmental Information System,
 - NOMS – Network Occupancy Management System, and
 - SMIS – Structures Management Information System.

- the closure of Nonconformity, outstanding audit actions and resolution of any Quality Management Points (QMPs) to be ascertained by audit,
- snagging list or outstanding issues – a comprehensive snagging list is produced and provided to the *Service Manager*. This list will have been signed by the *Consultant* (or relevant Project Contractor or Ancillary Contractor as applicable), the *Employer's* asset manager and maintenance contractor to confirm acceptance of the outstanding issues. The *Service Manager* confirms the individuals who are approved signatures to achieve Completion, and
- the removal of traffic management or any other works/measures which could cause traffic flows to be impeded or restricted,

and other documents/activities required by the *Employer's* PCF products.

S561 Format of records

- S561.1 The *Consultant* ensures that records are created and maintained in an acceptable format 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 *Employer's* Information Systems, reference documents or guidance manuals as agreed with the *Service Manager*.
- S561.2 The *Consultant* undertakes translation of existing records into an accepted format when instructed by the *Employer*.
- S561.3 The *Consultant* may from time to time agree with the *Employer* 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 *Service Manager*.

S562 Records and audit access

- S562.1 The *Consultant* keeps documents and information obtained or prepared by the *Consultant* or any subcontractor in connection with this contract for the *period for retention*.
- The *Consultant* permits the *Employer* and the Comptroller and Auditor General to examine documents held or controlled by the *Consultant* or any subcontractor (at any stage of remoteness from the *Employer*).
- S561.2 The *Consultant* provides such oral or written explanations as the *Employer* or the Comptroller and Auditor General considers necessary.
- S562.3 This section S562 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*.

S562.4 The *Consultant* records efficiencies within an “Efficiency Register” in the form provided in Annex 02, updates and submits the Efficiency Register to the *Service Manager* on a monthly basis.

S563 Deed of Novation

S563.1 Should a deed of novation be required pursuant to clause Z4 in the *conditions of contract*, the form of novation agreement is issued by the *Employer* for agreement as set out in **Annex 13** and **14**.

S600 Information and other things provided by the *Employer* and Others

S605 Provision by the *Employer*

S605.1 The *Employer* provides the information and other things which the Services and Systems Schedules say the *Employer* is to provide. To the extent not already set out in the Services and Systems Schedules, the *Consultant* notifies the *Employer* during the Mobilisation Phase of any requirement for information or other things to be provided by the *Employer*. The *Employer* provides such information or other things as it is able to provide within the timescales agreed by the Parties, provided that the requirement is notified to the *Employer* by the *Consultant* before the end of the Mobilisation Phase.

S610 Provision by Others

S610.1 To the extent not already set out in the Services and Systems Schedules, the *Consultant* notifies the *Employer* during the Mobilisation Phase of any requirement for information or other things to be provided by Others. The *Employer* procures the provision of such information or other things from Others as it is able to procure within the timescales agreed by the Parties (other than information and things to be provided by the Project Contractors or Ancillary Contractors as set out in the Project Contract Scopes or Ancillary Contract Scopes (as applicable)), provided that the requirement is notified to the *Employer* by the *Consultant* before the end of the Mobilisation Phase.

S615 Not used

S700 Timing, programme and Completion

S705 Programme requirements

S705.1 The *Consultant* aligns its programme with the Integrated Project Programme and provides all deliverables in accordance with the Deliverables Matrix as defined in section S530.1.

S705.2 The *Consultant* submits its programme to comply with this contract. All programmes are to comply with the *Employer's* “Planning and Scheduling Handbook” or any subsequent version of it (see link in **Annex 2**). In addition, all programmes are to be cost loaded and updated to reflect the actual cost of work performed, as part of each updated submission.

S710 Not used

S715 Sequence & timing

S715.1 The *Consultant* provides the Mobilisation Activities in accordance with the Mobilisation Plan and Provides the Services for each of the Delivery Phases in accordance with the Accepted Programme and the relevant Task Order.

S720 Not used

S725 Revised programme

S725.1 The *Consultant* reviews the Accepted Programme 8 weeks prior to the completion of each Delivery Phase and makes recommendations for changes to the Accepted Programme to deliver a lean and agile service with the capabilities and capacity needed for the subsequent Delivery Phases and to achieve any efficiencies which it has identified. The *Consultant* resubmits any revised updated programme to the *Service Manager* for acceptance in accordance with the requirements of clause 32 of the *conditions of contract* and as required by any Task Brief.

S730 Completion definition

S730.1 Requirements for the work to be done by

- the end of the Mobilisation Phase are set out in the Services and Systems Schedules and the Mobilisation Plan, and
- any Task Completion Date are set out in the relevant Task Order.

S735 Not used

S800 Other requirements of the *conditions of contract*

S805 *Consultant's* application for payment

S805.1 The *Consultant* provides a work breakdown structure (WBS) breakdown of the invoice in the format required by the *Service Manager* (see link in **Annex 02**).

S805.2 Not used.

S805.3 The *Consultant* notifies the *Service Manager* 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 820.4 Not used.

S806 Earned Value Reporting

S806.1 The *Consultant* will report Earned Value Management (EVM) performance (see link at **Annex 02**) against the (WBS) in accordance with the Project requirements to be developed by the Integration Partner as set out in Schedule CS3 (Project Management Office including Integrated Project Controls) of the Integration Partner Contract.

- S806.2 The *Consultant* provides EVM performance against the WBS specified by the *Employer* through the provision of the 'Commercial Reporting and Monitoring System' (CRaMS) return (see link at **Annex 02**).
- S806.3 The *Consultant* provides a verified monthly electronic CRaMS return, using the current version or any replacement, to the *Service Manager* and the *Employer's* performance intelligence team on the last working day of each reporting period, as specified by the *Employer*.
- S806.4 The *Consultant* arranges for its subcontractors (at any stage of remoteness from the *Employer* to make financial submissions in the same format.

S807 Cost verification

- S807.1 The *Consultant* allows the *Employer* (or a forensic cost verification consultant engaged by the *Employer*) to review data relating to the assessment of Defined Cost (including Personal Data) for the purpose of verifying the Defined Cost incurred.
- S807.2 The *Consultant* ensures that data viewed for verification is adequately protected against the risk of accidental, unauthorised or unlawful processing, destruction, loss, damage, alteration or disclosure.
- S807.3 The *Consultant* obtains agreement from the data subject for the review of Personal Data for verification.

S810 Employer use of the material

- S810.1 The *Employer* may use the material provided by the *Consultant* under this contract in accordance with clause Z38 and S1310.

S815 Consultant use of the material

- S815.1 The *Consultant* uses the material provided under this contract for the sole purpose of Providing the Services and for no other purpose.

S820 Not used

S825 Subcontracting

Restrictions or requirements for subcontracting

- S825.1 Except where a competitively awarded pre-existing contract for such works, supplies or services exists, or where the subcontractor was named and agreed in writing as part of the tendering process leading to the award of the main contract, the *Consultant* obtains a minimum of three (3) competitive written quotations for the appointment of any subcontractor or supplier for works/services with a subcontract value in excess of £10,000.
- S825.2 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 *Employer*) do the same.
- S825.3 The *Consultant* ensures that all subcontractors (at any stage of remoteness from the *Employer*) are Named Suppliers.
- S825.4 The *Consultant* may propose to the *Service Manager* that a subcontractor (at any stage of remoteness from the *Employer*) 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 *Employer*) to be a Named Supplier.
- S825.6 The *Consultant* may propose to the *Service Manager* that a subcontract used to appoint a subcontractor (at any stage of remoteness from the *Employer*) is not an NEC form of contract. The *Consultant* does not appoint a subcontractor (at any stage of remoteness from the *Employer*), using a contract other than NEC unless the *Service Manager* 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.
- S825.7 The *Consultant* submits the proposed Contract Data for each subcontract of a subcontractor (at any stage of remoteness from the *Employer*) to the *Service Manager* for acceptance, and for the purposes of clause 24.4 this paragraph is the *Service Manager's* instruction to the *Consultant* to make the submission. A reason for not accepting the Contract Data is
- it does not comply with the obligations of this contract,
 - it does not align with the risk transfer of this contract, or
 - in the opinion of the *Service Manager* it has too high a risk transfer to the proposed subcontractor.
- S825.8 The *Consultant* ensures that any subcontract of a subcontractor (at any stage of remoteness from the *Employer*) is capable of being novated to a replacement contractor.
- S825.9 The *Consultant* may propose to the *Service Manager* that a subcontract of a subcontractor (at any stage of remoteness from the *Employer*) is not capable of being novated to a replacement contractor. The *Consultant* does not award a subcontract that is not capable of being novated to a replacement contractor unless the *Service Manager* 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 contractor.

- S825.10 When requested by the *Service Manager*, the *Consultant* executes or procures that the relevant subcontractor (at any stage of remoteness from the *Employer*) executes an agreement in such form as the *Employer* may reasonably require to novate the benefit and burden of a subcontract to a replacement contractor.

S826 Contracts Finder

- S826.1 Contracts Finder is the Government website for information about contracts worth over £25,000 with the Government and its agencies.

- S826.2 Not used.

- S826.3 Where the forecast amount to be paid to the *Consultant* is £5,000,000 or more per annum at the Contract Date, the *Consultant*

- subject to paragraphs S826.5, S826.6 and S826.7, advertises on Contracts Finder all subcontract opportunities arising from or in connection with Providing the Services 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 *Employer*), 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 and provides reports on this information to the *Service Manager* in the format and frequency as reasonably specified by the *Service Manager*, and
- promotes Contracts Finder to its suppliers and encourages those organisations to register on Contracts Finder.

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

- S826.4 Each advert referred to in paragraph S826.3 provides a full and detailed description of the subcontract opportunity with each of the mandatory fields being completed on Contracts Finder by the *Consultant*.

- S826.5 The obligation at paragraph S826.3 only applies in respect of subcontract opportunities arising after the Contract Date.

- S826.6 The *Consultant*, may propose to the *Service Manager* 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 *Service Manager* to assist the *Service Manager's* consideration. If accepted by the *Service Manager*, the *Consultant* is relieved from advertising that subcontract opportunity on Contracts Finder.

S827 Fair payment

S827.1 The *Consultant* includes in the subcontract with each subcontractor (at any stage of remoteness from the *Employer*)

- a period for payment of the amount due to the subcontractor (at any stage of remoteness from the *Employer*) not greater than 19 days after the date on which payment becomes due under this contract. The amount due includes payment for work which the subcontractor (at any stage of remoteness from the *Employer*) has completed from the previous assessment date up to the current assessment date in this contract,
- a provision requiring the subcontractor (at any stage of remoteness from the *Employer*) to include in each sub-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 this contract, a provision requiring the subcontractor (at any stage of remoteness from the *Employer*) to assess the amount due to a sub-subcontractor without taking into account the amount paid by the *Consultant*, and
- a 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 *Employer*) are to be paid within 30 days after the date on which payment becomes due under this contract.

S827.2 The *Consultant* notifies non-compliance with the timescales for payment

- to the *Employer*,
- to the *Service Manager*, and
- through the Cabinet Office Supplier Feedback Service.

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

S828 Advertising Subcontracts in accordance with the Public Contract Regulations 2015

S828.1 The *Consultant* ensures that any subcontracts for the elements of the *service* advised by the *Service Manager* in accordance with paragraph S828.2 are

- procured in full compliance with the Public Contract Regulations 2015, or its replacement, (the “Public Contract Regulations”) (see link in **Annex 02**), and
- are capable of being novated to the *Employer* or an Other.

S828.2 When requested by the *Service Manager*, the *Consultant* procures that the relevant subcontractor executes an agreement in the form the *Employer* may reasonably require to novate the benefit and burden of a subcontract to the *Employer* or a replacement contractor.

- S828.3 The *Consultant* may use the *Employer's* e-tendering system to procure any subcontract required by this section. The *Service Manager* arranges for advice and support on the use of the *Employer's* e-tendering system.
- S828.4 The *Consultant* provides to the *Service Manager* draft procurement documents (as defined in the Public Contract Regulations) for acceptance. A reason for the *Service Manager* not accepting the draft procurement documents is that they
- do not comply with the Public Contract Regulations, any case law or any EU Regulations,
 - do not comply with or meet the requirements of this contract,
 - in the opinion of the *Service Manager*, would place an unacceptable burden upon the *Employer* (should the subcontract be novated to the *Employer*), or
 - do not enable the *Consultant* to Provide the Services.
- S828.5 The *Consultant* does not publish any procurement documents until the *Service Manager* has accepted them.

S829 Records and reporting for SMEs

- S829.1 For Small, Medium or Micro Enterprises (SME) employed on this contract, as defined in table below:

| Company category | Staff headcount | Turnover | or | Balance sheet total |
|------------------|-----------------|----------|----|---------------------|
| Medium size | <250 | < £50 m | | < £43 m |
| Small | <50 | < £10 m | | < £ 10 m |
| Micro | <10 | < £2 m | | < £ 2m |

the *Consultant* reports to the *Employer* each quarter from the *starting date* until Completion

- 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*.
- S829.2 The *Consultant* acknowledges that the *Employer* may
- publish the information supplied under the section, 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.

S829.3 The *Consultant* ensures that the *conditions of contract* for each subcontractor who is an SME include

- a term allowing the *Employer* to publish the information supplied under this section, and
- obligations similar to those set out in this section.

S829.4 The *Consultant* further ensures that the *conditions of contract* for each subcontractor include a requirement that the *conditions of contract* for any further sub-subcontractor engaged by the subcontractor who is an SME include obligations similar to those set out in this section.

S830 Training

S830.1 The *Employer* provides training for relevant systems listed in **Annex 09** in accordance with the requirements set out in Schedule SP2 (Items to be provided by the *Consultant*).

S830.2 The *Consultant* proposes a list of appropriate staff to be trained for each requirement for acceptance by the *Service Manager*. The *Consultant* liaises with the *Service Manager* to programme the training to optimise efficiencies.

S850 Meetings

S850.1 Following the *starting date*, the *Consultant* convenes and attends monthly meetings with the *Service Manager*, and prepares and submits reports to the *Service Manager* in accordance with the Service Contract Management Plan to be developed by the *Consultant* under Schedule CS3 (Project Management Office including Integrated Project Controls).

S900 Not used

S1000 Accounts and records

S1005 Additional records

S1005.1 Requirements for any additional records to be kept by the *Consultant* in addition to those listed in this contract, and the required format of such records, are set out in the relevant Task Order.

S1005.2 The *Consultant* records the actual hours, and associated cost, spent in delivering the *service*. This will be used to demonstrate the earned value of the *service* which will be used in the performance framework.

S1100 Parent Company Guarantee (option X4)

S1101 Parent Company Guarantee

S1101.1 The *Consultant* provides a Parent Company Guarantee in accordance with clause Z41. The form of Parent Company Guarantee is set out in **Annex 16**.

S1102 Legal Opinion

S1102.1 If the entity that is to provide the Parent Company Guarantee is a non-UK registered company required by this contract, the *Consultant* provides a legal opinion in support of a Parent Company Guarantee.

S1102.2 Any legal opinion provided by the *Consultant* in support of a Parent Company Guarantee from a non-UK registered company includes (among others) the following matters

- is addressed to the *Employer* on a full reliance basis,
- the liability of the lawyers giving the opinion must not be subject to any exclusion or limitation of liability,
- 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, and
 - (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,
- 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 *Employer* under the Parent Company Guarantee,
- confirmation of whether the *Employer* will be deemed to be resident or domiciled in the foreign jurisdiction by reason of its entry into the Parent Company Guarantee, and
- 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 in respect of proceedings against it in relation to the Parent Company Guarantee.

S1200 Not used

S1300 Transfer of rights

S1305 *Consultant's rights over material prepared for the design of the services*

- S1305.1 The *Consultant* acquires no rights over material prepared for the design of the *services*.

S1310 Other rights to be obtained by the *Consultant*

- S1310.1 All Intellectual Property Rights ("IPRs") in
- Client Background IPR and
 - Client Software
- are and remain the property of the *Employer* or the Crown, and the *Consultant* does not acquire any right, title or interest therein or thereto.
- S1310.2 The *Consultant* hereby assigns to the *Employer*, with full title guarantee, title to and all rights and interest in the Specially Written Software (except for any Consultant Background IPR contained therein) or procures that the first owner of the Specially Written Software assigns them to the *Employer* on the same basis.
- S1310.3 All Intellectual Property Rights in
- Consultant Background IPR, and
 - Consultant Software,
- are and remain the property of the *Consultant*, and neither the *Employer* nor the Crown acquire any right, title or interest therein or thereto.
- S1310.4 The *Consultant* waives or procures a waiver of any moral rights in any copyright works assigned to the *Employer* pursuant to this contract.
- S1310.5 The *Consultant* hereby grants to use (to include the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display)) the
- Consultant Software,
 - Consultant Background IPR, and

- Third Party Software,
for any purpose relating to the *services* and its maintenance, operation, modification and for any purpose relating to the exercise of the *Employer's* (or any other Central Government Body's) business or function.
- S1310.6 The *Consultant* delivers to the *Service Manager* the Specially Written Software in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials as necessary to meet its obligations under this contract and upon request by the *Employer* at any time, and provides updates of the Source Code and of the Software Supporting Materials promptly following each new release of the Specially Written Software, in each case on media that is acceptable to the *Service Manager*. The *Consultant* acknowledges and agrees that the ownership of the media referred to in this paragraph vests in the *Employer* upon their receipt by the *Service Manager*.
- S1310.7 In respect of any sub-licence of the rights granted to the *Employer* under paragraph S1310.6, if requested by the *Consultant* the sub-licensee executes a confidentiality undertaking in favour of the *Consultant* or third party owner of the relevant rights in such reasonable form as the *Consultant* requires and the *Service Manager* accepts.
- S1310.8 The *Consultant* informs the *Service Manager* of all Specially Written Software that constitutes a modification or enhancement to Consultant Software or Third Party Software.
- S1310.9 The *Employer* grants to the *Consultant*, or procures the direct grant to the *Consultant* of, a royalty-free, non-exclusive, non-transferable, revocable licence to use all Client Software and Client Background IPR reasonably required by the *Consultant* in order to Provide the Services. Any such licence is granted for the duration of this contract only and solely to enable the *Consultant* to comply with its obligations under this contract.
- S1310.10 If an IPRs Claim is made, or the *Consultant* anticipates that an IPRs Claim might be made, the *Consultant*, at its own expense and sole option, either
- procures for the *Employer* or other relevant Indemnified Person the right to continue using the relevant item which is subject to the IPRs Claim, or
 - replaces or modifies the relevant item with non-infringing substitutes provided that
 - the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item,
 - the replaced or modified item does not have an adverse effect on any other services, or the Client System or the Consultant System,
 - there is no additional cost to the *Employer* or relevant Indemnified Person (as the case may be), and
 - the terms and conditions of this contract apply to the replaced or modified *services*.

- S1310.11 If the *Consultant*
- procures a licence, or
 - modifies or replaces an item,
- in accordance with paragraph S1310 but this has not avoided or resolved the IPRs Claim, then
- the *Employer* may treat this IPRs Claim as the *Consultant* having substantially hindered the *Employer* or Others, and
 - without prejudice to the indemnity set out in paragraph clause Z38.8, the *Consultant* is liable for all reasonable and unavoidable costs of the substitute items and *services* including the additional costs of procuring, implementing and maintaining the substitute items.
- S1310.12 The *Consultant* keeps the Software Schedule up to date to reflect the DP Software used to Provide the Service. The *Consultant* provides the *Service Manager* with a copy of the updated Software Schedule within 5 days of any change to the Software.

S1315 Escrow

- S1315.1 The *Consultant* deposits, and procures that each owner of the Deposited Software deposits, not less than fourteen (14) days following the relevant Commissioning Date or at such other times as the *Service Manager* may require, the Source Code of such part of the DP Software that consists of Deposited Software in escrow.
- S1315.2 The escrow must be with a specialist software escrow company accepted by the *Service Manager*. The escrow account will be on the basis of a single beneficiary escrow agreement modified as necessary, and where applicable, to be consistent with the provisions S1315.4.
- S1315.3 The *Consultant* ensures that (and procures that each owner of the Deposited Software ensures that) the deposited version of the Source Code is the current version of the Deposited Software and that the deposited version is kept up-to-date as the Deposited Software is modified or upgraded. The *Consultant* pays, or procures that each owner of Deposited Software pays, the initial set up and storage fees, and any annual, deposit & verification fees under the escrow agreement and the *Employer* pays any release fees.
- S1315.4 Where Deposited Software includes Specially Written Software, without prejudice to the provisions of paragraph S1315.3, the *Consultant* ensures there are no restrictions on the release to the *Employer* of Specially Written Software from escrow, which is released whenever required by the *Employer* and without payment of any release fee, unless the *Service Manager* has agreed otherwise.
- S1315.5 Where the *Consultant* is unable to procure compliance with the provisions of paragraph S1315.2 in respect of any Third Party Software that is Deposited Software, it provides the *Service Manager* with written evidence of its inability to comply with these provisions and agrees with the *Service Manager* a suitable alternative to escrow that affords the *Employer* the nearest equivalent protection. The *Consultant* is excused from its obligations under paragraph

S1315.2 only to the extent that the *Consultant* and the *Service Manager* have agreed on a suitable alternative.

- S1315.6 In circumstances where the *Employer* obtains the release of the Source Code from escrow, the *Consultant* hereby grants (and procures that any owner of Deposited Software grants) to the *Employer* a perpetual, worldwide, assignable, royalty-free, irrevocable and non-exclusive licence to use and support (which includes the right to load, execute, interpret, store, transmit, display, copy (for the purposes of loading, execution, interpretation, storage, transmission or display), modify, adapt, enhance, reverse compile, decode and translate) the Source Code version of the Deposited Software to the extent necessary for the receipt of the *services*, its maintenance, operation and modification of the *services* and for any purpose relating to the exercise of the *Employer's* (or any other Central Government Body's) business or function. The licence granted under this section S1310.6 survives the termination or expiry of this contract and cannot be terminated by the *Consultant* or its assignees or any third party.

S1400 Information Requirements

S1400 Information Requirements

- S1400.1 The *Consultant* delivers all requirements in relation to information modelling as stated within the specific Task Order.
- Where applicable, the *Consultant* Provides the Services in compliance with the Government's Strategy for Building Information Modelling (BIM) as set out in the Cabinet Office Government Construction Strategy papers dated May 2011 and 2016. (See link at **Annex 02**).
- S1400.2 The *Employer* recognises that having a digital environment is a key enabler to a safer, more productive programme. This is fundamental to the efficient and effective operation of assets. Information is at the heart of evidence-based decision making and it is necessary that all parties within the LTC programme understand their role in ensuring the development and use of high-quality information, and the efficient and standardised exchange through supply chains and with the *Employer*.
- S1400.3 The *Consultant* is a key provider of inputs in delivering the *services* within the BIM environment. The *services* more specifically will reference all cost management and estimating input/outputs as required when utilising the model for measurement and/or specification production.
- The *Consultant* informs the ICT of the *Consultant's* needs for the cost management role and systems in providing the *services* and in particular inputs and output requirements of the BIM model. for all *Employer* pre and post contract requirements. The *Consultant* observes and recommends to the *Service Manager* on the existing and proposed tools, processes and standards that are agreed between the parties.

S1401 Digital Architecture Hierarchy

- S1401.1 The Common Data Environment (CDE) (see **Annex 01**) is the central repository for the housing of project information, including design and

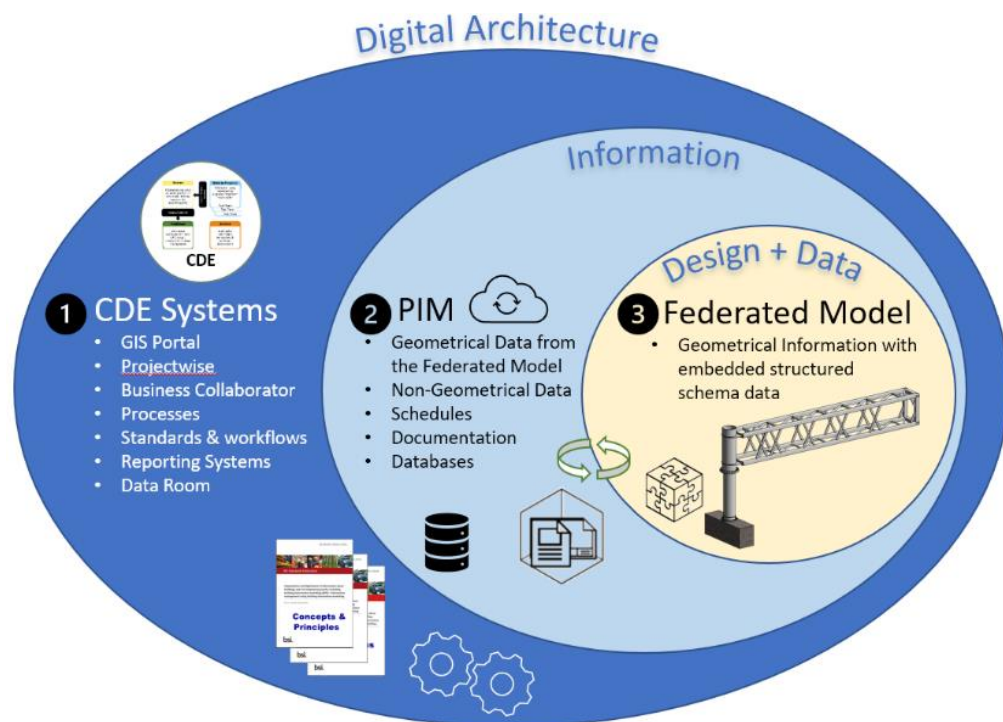
construction content. *The Employer* has configured this environment to support document management workflows aligned to ISO 19650 Building Information Modelling .

- S1401.2 The Project Information Model (PIM) (see **Annex 01**) represents all the information hosted within the CDE. It includes data, documentation, geometrical models, and non-geometrical assets. In using this central source of information, collaboration is enhanced, mistakes reduced, and duplication avoided.

The *Consultant* advises on the management of the data in the CDE for the cost management requirements of BIM and advises the *Service Manager* on how data at the different levels is provided and managed in order to increase the efficiency.

- S1401.3 The Federated Model (see **Annex 01**) is a sub-set of the PIM. The Federated Model includes asset geometry and structured data

Figure 1 - Digital Architecture Hierarchy



S1402 Exchange Information Requirements

- S1402.1 The government set out its requirement for fully collaborative 3D Building Information Modelling (BIM) on centrally procured government construction projects in the Government Construction Strategy 2016-2020 (see link in **Annex 02**).
- S1402.2 When instructed by the *Employer* the *Consultant* provides, manages or audits the services in accordance with the LTC Exchange Information Requirements (EIR) (see link in **Annex 02**), provided by the *Employer* and associated standards referenced within the EIR.

S1403 Business Exchange Information Requirements

- S1403.1 The LTC Business Exchange Information Requirements (B-EIR) (see link in **Annex 02**), are a complementary set of information requirements to those described in the LTC Exchange Information Requirements (EIR), focused on what the business requires as opposed to what is required for design/engineering.
- S1403.2 The *Consultant* Provides the Services in accordance with the LTC Business Exchange Information Requirements, provided by the *Employer*.

S1404 Information Management System

- S1404.1 The Information Management System (see link in **Annex 02**) describes the data and information requirements, interface definition, how data is described, and relationships represented and logically structured.
- The *Consultant* Provides the Service in accordance with the Information Management System provided by the *Employer* and associated standards referenced within the Information Management System including
- Interface Specification,
 - Data Modelling,
 - Ontology and
 - Data Assurance.

S1405 Cost Information Management

- S1405.1 The *Consultant* reviews and advises the *Service Manager* on the proposed Information Management System outputs and structure to ensure that the Information Management System produces and aligns with data output to be incorporated in documents necessary for the Cost management requirements of the Project. This requirement is to ensure that the Information Management System can classify its data to align with the appropriate method of measurement required, the following are an example but not limited to :- Manual of Contract Documents for Highways works Volume 4 (MCHW Vol 4) (including Bills of Quantities for Highways Works), CESMM (Civil Engineering Standard Method of Measurement [Tunnels]), SMM (Standard Method of Measurement), BCIS (Building Cost Information Service) & NBS (New Building Specification) or other such standards and updates from time to time from the BIM toolkit.
- S1405.2 The *Consultant* recommends to the *Service Manager* and implements agreed automated take off systems to utilise the Project Information Model quantities as generated. Model quantities may not be in a format recognisable to a designated method of measurement and will need to be analysed and converted to a recognised method of measurement as appropriate for the type of construction as described above in order to be able to produce volumes, areas lengths etc as required from the Project Information Model. Any clash detection outputs are reviewed by the *Consultant* to ensure that correct tolerances are adhered to.

S1406 Information Objectives

- S1406.1 The Lower Thames Crossing Digital Strategy 2.0 (see link in **Annex 02**) includes
- establishing the building blocks to enable effective information management and use of technology throughout the Project's life cycle, and
 - paving the way for pioneering the use of a Digital Twin for operation.

S1407 Information Execution Plan

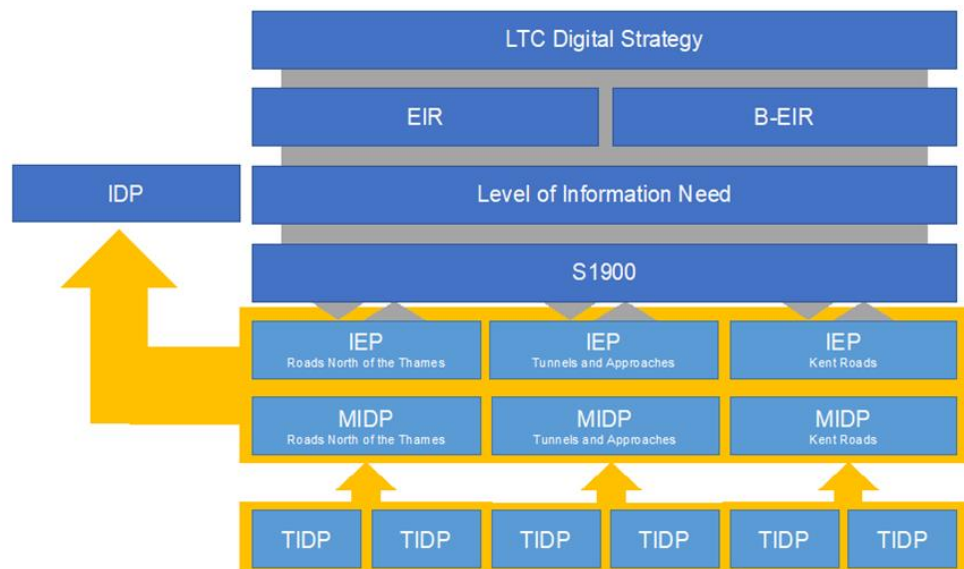
- S1407.1 The *Consultant* reviews and provides comment to the *Service Manager* on the information modelling solution and reviews and provides comment to the *Service Manager* on the Information Execution Plan (IEP) (see **Annex 01**) to ensure that it complies with the requirements stated in S1400 and submits this to the *Service Manager* as agreed
- The Information Execution Plan explains how the information management aspects of this contract including the EIR (when instructed), B-EIR and Information Management System are carried out and information exchanged between the *Employer*, the *Consultant* and others supporting the LTC programme.
- S1407.2 When instructed by the *Service Manager* the *Consultant* reviews and/ or audits the developed BIM approach that uses clearly defined BIM processes aligned to ISO 19650. This BIM approach is used to design, simulate, and replicate infrastructure assets and encompass both new and existing assets at appropriate levels of detail and accuracy. A key element of this approach is collaborative working, where information is shared on the CDE to ensure that the *Employer* and others supporting the LTC programme are aware of design developments. The *Consultant* puts in place processes and internal sense checks and balances that will interrogate and support the *Employer*.
- S1407.3 Information will be exchanged between the parties in the ICT and the Project Contractors at key milestones or data drops, these requirements will be clearly defined in the EIRs, they need to be aligned to the gateway dates of the project. Checks and balances are required on a regular basis (timeframe to be determined) within the BIM environment. As and when this information is exchanged between the parties the *Consultant* verifies any quantities produced from the Project Information Model, the *Consultant* is responsible for notifying any corrections and revisions to the Project Information Model to the *Service Manager*.

S1408 Elements of the Information Execution Plan

- S1408.1 The IEP, as defined in S1407, explains the *Consultant's* approach to meeting the information requirements of the EIR (when instructed) along with the information requirements of the B-EIR. An IEP template is provided in **Annex 02**. Traditionally this document has been called the BIM Execution Plan, but for the purposes of this programme it will be referred to as the IEP to represent the broader nature of the information in response to the EIR and B-EIR.
- S1408.2 The Information Delivery Plan (IDP) is created by the *Employer*. The IDP is the compilation of the IEPs and the Master Information Delivery Plans (MIDPs). Its purpose is to allow the *Employer* to check the delivery plans across different delivery teams, to make sure these fit with the overall programme delivery

schedule of activities and to make sure that any related deliverables are in the right logical sequence. Figure 2 provides a diagrammatic view of the hierarchy.

Figure 2 Hierarchical view



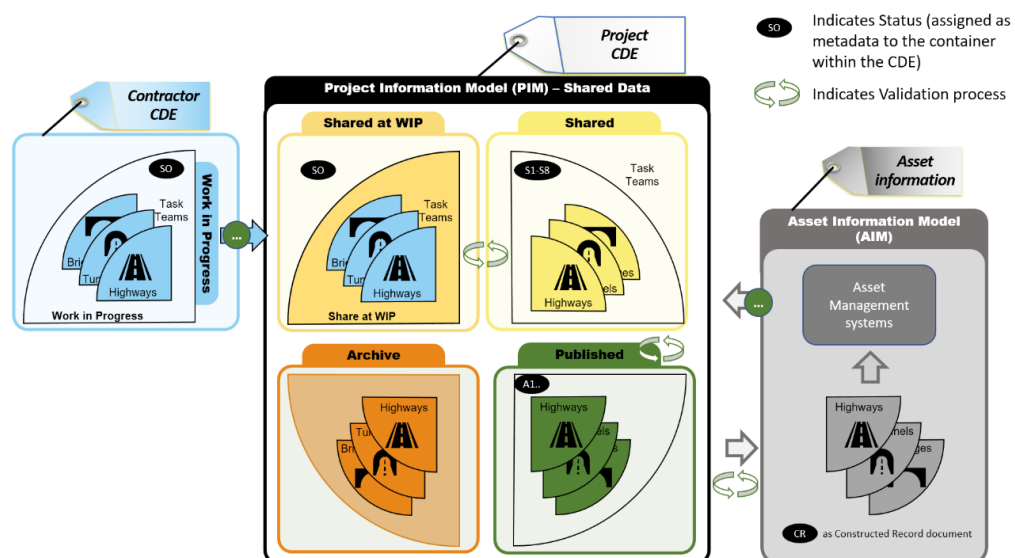
- S1408.3 The MIDP (as defined in S1408) is the compilation of all the Task Information Delivery Plan (TIDPs) within a delivery team. Its purpose is to allow the *Consultant* and the other parties to the ICT to check and agree the delivery plans across different task teams, to make sure these fit with the overall delivery team schedule of activities and to make sure that any related deliverables are in the right logical sequence. The MIDP links with the Primavera P6 Project programme.
- S1408.4 A TIDP describes the discipline suite of deliverable content on the Project for a specific phase, including and when instructed by the *Service Manager*, business data, asset data attributes, native models, Industry Foundation Classes (IFC) exchange, drawings, schedules, reports and setting out.
- S1408.5 The *Consultant* supports the Integration Partner, where relevant, in the reviews and comments on the overarching MIDP containing the entire content for all disciplines, including interfaces for each Project stage, as part of the IEP.
- S1408.6 The *Consultant* comments and reviews on each MIDP. Each MIDP is kept up to date by the Integration Partner with any changes in the individual TIDPs that form part of it and submitted to the *Employer*. Each MIDP is updated to include additional TIDPs from newly appointed parties or task teams joining the delivery team.
- S1408.7 The Responsibility Matrix sets out the responsibility for the production of information and models for each defined project stage, and to what level of information need.
- S1408.8 The Level of Information Need is the geometrical and non-geometrical content required for an Information Model at each Project Control Framework Stage as specified in the EIR.

- S1408.9 The *Consultant* agrees with the *Service Manager* the level of information need requirements for all asset elements being used on the Project. This forms the basis of the Asset Information Model (AIM) (see **Annex 01**) to fully enable the later operational phase of the asset lifecycle.
- S1408.10 The *Consultant* comments and reviews, where applicable the following documents provided by the Integration Partner to the *Employer* as requested
- Supply Chain BIM Capability Assessment,
 - Supply Chain Information Capability Assessment and
 - GIS Execution Plan.
- S1408.11 The *Consultant* reviews and comments on and records and reports where applicable all benefits of BIM and the Digital Model to the *Employer* each month and comments and reviews the relevant case-studies provided by the Integration Partner as specified by the *Employer*.

S1409 LTC information Environment (CDE) Delivery Systems

- S1409.1 The *Employer* CDE systems are set out in the EIR. The *Employer* also provides a centrally hosted CDE aligned to ISO 19650 principles, to support structured collaborative working.
- S1409.2 When instructed by the *Service Manager* the *Consultant* interfaces, manages or audits the ProjectWise environment to download and upload shared information, for co-ordination and integration into the Federated Model, and formal submission to the Project.

Figure 3 - CDE workflow to support the central PIM



- S1409.3 When instructed by the *Service Manager* the *Consultant* reviews, comments upon and/or audits the *Employers* workflow systems to ensure that the CDE is ISO 19650 compliant.
- S1409.4 The *Employer* defines workflows and conventions for the centrally hosted CDE.

S1409.5 When instructed by the *Service Manager* the *Consultant* reviews and comments upon and/or audits the *Employer's* workflows and its systems for consistency and ease of transfer. These ISO 19650 Building Information Modelling compatible workflows, cover file-naming, controlled sharing, and validation of content. Where applicable the *Consultant* uploads information updates weekly to the PIM throughout the *services* and includes information relating to

- design,
- construction, and
- handover to operation.

S1409.6 The PIM is the basis for the AIM at handover and into operations.

S1409.7 The PIM is used by all stakeholders and enables the sharing of data and information for core activities including

- Health, Safety, Security and Wellbeing (HSSW),
- carbon performance, baseline impacts and monitoring,
- environmental management,
- integrated asset database analysis and reporting, including dashboards,
- geospatially co-ordinated design,
- 3D co-ordinated design,
- 4D phased simulation of construction sequences,
- 5D quantification and accurate cost scheduling,
- planning the operation and maintenance of assets,
- land and property,
- stakeholder engagement,
- legacy & benefits,
- construction operations, and
- project controls.

When instructed by the *Service Manager* the *Consultant* provides, manages and inputs into the applicable core activities above.

S1410 Asset Data Management

S1410.1 When instructed by the *Service Manager* the *Consultant* provides, manages or audits non-geometrical asset data for all modelled assets, compliant with the Lower Thames Crossing asset data schema.

S1410.2 The *Consultant* complies with the mandatory requirements as set out as a minimum in Highways England Asset Data Management Manual (ADMM)(see link in **Annex 02**).

S1410.3 When instructed by the *Service Manager* the *Consultant* provides, manages or audits submission to the Project Manager proposals to meet the asset schema requirements as part of the IEP submission.

S1411 Asset Information Model

S1411.1 When instructed by the *Service Manager* the *Consultant* reviews and comments upon or audits each section of the AIM when issued for comment by the *Employer*. The *Consultant* reviews and comments upon or audits transfers of the key elements of the PIM, reflecting the as-built status of the

permanent works asset, across to the AIM and form the basis for future operations, maintenance and renewal.

S1412 Geospatial information requirements

- S1412.1 Geospatial information and GIS are key components of the PIM for the Project. They facilitate communication and coordination of geometrical and non-geometrical content.
- S1412.2 Further information requirements regarding geospatial information and GIS are detailed in the EIR and B-EIR.
- S1412.3 When instructed by the *Service Manager* the *Consultant* audits the GIS Execution Plan in response to the EIR and B-EIR.
- S1412.4 When instructed by the Service Manager the *Consultant* provides, manages or audits the geospatial information to the PIM in accordance with GIS Execution Plan.
- S1412.5 When instructed by the Service Manager the *Consultant* provides input to, and audits plans and records of the data drops in the MIDP.

S1413 Federated Model and applications

- S 1413.1 When instructed by the *Service Manager* the *Consultant* provides input to, or audits an integrated 3D federated geometrical model of the design asset content and structured data as defined in the EIR and B-EIR in accordance with S1408.4 that includes
 - appropriate geometrical and non-geometrical content (including available utility information),
 - models representing the entire range of assets for the works,
 - verification of the Information Models, and
 - checking against the specifications.
- S 1413.2 Production of Federated Model content is in .IFC format.
- S 1413.3 When instructed by the *Service Manager* the *Consultant* provides, manages or audits for the *Employer* any potential for clashes in asset content and proposes actions to resolve these to the *Employer*.
- S 1413.4 The *Employer* provides and hosts a central asset design issue tracker to highlight and record geometrical interface clashes.
- S 1413.5 When instructed by the *Service Manager* the *Consultant* provides, manages or audits clash co-ordination and space-proofing include identification and resolution to agreed rules and tolerances, using a defined classification hierarchy, along with safe working zones and corridors.

S1500 Not used

S1600 Project Bank Account (Option Y(UK)1)

- S1600.1 NEC Option Y(UK) 1 is mandated for all contracts. The *Consultant* complies with section S825.3.

- S1600.2 The *Consultant* ensures that any deeds associated with the Project Bank Account (PBA) are issued with sufficient time to allow the *Employer* to apply original signatures to prevent any payment issues.
- S1600.3 The *Consultant* ensures that
- there is one original copy of deed for each party to the deed issued to the *Service Manager* for the attachment of the *Employer's* original signatures, and
 - each original copy of the deed has original signatures from the authorised signatories.

S1605 Adding a Named Supplier

- S1605.1 The *Consultant* ensures that all its supply chain sign a Joining Deed to be paid via the PBA. For any subcontractor or supplier that declines to join the PBA (having been offered the opportunity) written evidence needs to be provided to the *Service Manager* detailing the reasons why it does not want to sign up. The *Employer* may at any time, contact that subcontractor or supplier directly to improve their knowledge and understanding of the benefits of PBAs.

S1606 Project Bank Account (PBA) Tracker

- S1606.1 The Tracker is the tracker used for measuring and monitoring performance of the PBA. The *Consultant* completes and submits to the *Service Manager* on a monthly basis
- a fully populated PBA Tracker (see link in Annex02) detailing payments made by the *Consultant* to its subcontractors (at any remoteness from the *Employer*) (with the 'Supplier Cumulative Totals' tab up to date - including the assignment of Small Medium Enterprises(SME) categories against each subcontractor, and
 - detailed bank statements and payment runs (required to reconcile payment dates and amounts to the application breakdown in the PBA Tracker (for PBA supply chain and non-PBA supply chain). Any data relating to other clients should be redacted from your main account statement before submission) in .pdf format.
- S1606.2 The *Consultant* explains all variances from the previous month and submits further information to the *Service Manager* in response to any queries raised.
- The SME percentage is calculated from the full application value.
- Time in the PBA Tracker (and any associated performance indicator) is measured in calendar days.
- S1606.3 The *Service Manager* monitors the time it takes the *Consultant* to pay its subcontractors (at any stage of remoteness from the *Employer* through the PBA, following deposit of funds into the PBA.
- The related performance score is calculated when the majority of the funds have been deposited into the PBA by the *Employer* that covers amounts due to subcontractors (at any stage of remoteness from the *Employer*) joined to the PBA.

- S1606.4 If any data/evidence is missing or still required (if not covered in the tracker) spot checks are undertaken directly by the *Service Manager* with the subcontractors (at any stage of remoteness from the *Employer*) at various intervals to verify that they are paid in a timely manner.
- The *Employer* may carry out audits to assess the full extent of how supply chain payments are made.
- S1606.5 Where the *Consultant* transfers monies from other accounts into the PBA this is stated on the bank statement.