



**National Highways Limited**

**NEC4 Term Service Contract  
(June 2017 with amendments January 2022)**

**SCOPE**

in relation to a *service* for

**Traffic speed Structural Surveys 4 (TRASS4)  
May 2022**

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Version No.	Amendments	Initials	Date
1.0	Tender issue	JM	31 May 2022

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**CLIENT'S SCOPE**

Table of Annexes	
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01	Defined Terms
02	Reference Documents
03	Insurance
04	Security & Identification of People
05	Not Used
06	People Strategy
07	Not Used
08	Data Protection
09	Not Used
10	Not Used
11	Not Used
12	Not Used
13	Form of Novation (Client to new Client)
14	Form of Novation (Contractor to new Contractor)
15	Not Used
16	Parent Company Guarantee
17	Not Used
18	Technical Specification



S 100 Description of the service	
S 101 Identified and Defined Terms	
S 101.1	In this Scope terms identified in the Contract Data are in italics and defined terms have capital initials. Other terms used with capital letters are defined in the <i>conditions of contract</i> or have the meaning given to them in <b>Annex 01</b> .
S 105 Overall objectives	
S 105.1	The purpose of this section is to communicate the <i>Client's</i> vision, values, outcomes and the key objectives of the contract, outlining the <i>Client's</i> expectations regarding how the <i>Contractor</i> supports delivery of these.
About the <i>Client</i>	
S 105.2	The <i>Client</i> is a road operator responsible for managing the busiest strategic road network in Europe, carrying one-third of all road traffic and two-thirds of freight traffic in England.
S 105.3	The <i>Client's</i> strategic road network is a key enabler of economic growth and prosperity and are essential to the quality of life of United Kingdom.
S 105.4	The <i>Client's</i> role is to deliver a better service for road users and to support a growing economy. It operates, manages and improves the strategic road network in the public interest, maintains the strategic road network on a day-to-day basis and provides effective stewardship of the strategic road network's long-term operation and integrity.
The <i>Client's</i> vision	
S 105.5	The <i>Client's</i> vision, as set out in the <i>Client's</i> "Strategic Business Plan" (see link in <b>Annex 02</b> ), is to revolutionise its roads and create a modern strategic road network across England over the next 25 years. It will play its part in supporting economic growth and shaping a modern Britain to make a real difference to people's lives and businesses' prospects.
The <i>Client's</i> Imperatives	
S 105.6	<p>The <i>Client's</i> vision comprises of three imperatives which are:</p> <ul style="list-style-type: none"> <li>• <b>safety</b> – the safety of its employees, its service partners and its road users.</li> <li>• <b>customer service</b> – the customer service and experience that road users have and</li> <li>• <b>delivery</b>– the delivery of the governments' road building and maintenance programme which includes spending over £4 billion a year delivering its strategic road network to its road users, stakeholders and customers.</li> </ul>

S 105.7	The <i>Client's</i> imperatives set out what it does, and the <i>Contractor</i> aligns with these imperatives and supports the <i>Client</i> in achieving the <i>Client's</i> outcomes.
The <i>Client's</i> values and expectations	
S 105.8	<p>The <i>Client's</i> values are:</p> <ul style="list-style-type: none"> <li>• <b>safety</b> – “we care about our customers, delivery partners and workforce and strive to see that no one is harmed when using or working on our strategic road network.”</li> <li>• <b>integrity</b> – “we are custodians of the strategic road network, acting with integrity and pride in the long-term national interest.”</li> <li>• <b>ownership</b> – “we have a clear vision for the future of the strategic road network and find new ways to deliver by embracing difference and innovation, while challenging conventions.”</li> <li>• <b>teamwork</b> – “we have an open and honest dialogue with each other, as well as our customers, stakeholders and delivery partners” and</li> <li>• <b>passion</b> – “building on our professionalism and expertise, we are always striving to improve, delivering a strategic road network that meets the needs of our customers.”</li> </ul>
S 105.9	The <i>Client's</i> values describe how it delivers its vision and imperatives, how to treat each other, and expect to be treated, how it wants to be seen as an organisation and it does business.
S 105.10	The <i>Contractor</i> has values that support those of the <i>Client</i> and that engender constructive and desired behaviours that enable a collaborative approach to achieve the <i>Client's</i> outcomes.
The <i>Client's</i> outcomes	
S 105.11	The <i>Client's</i> “Delivery Plan” sets out the <i>Client's</i> main activities to improve the capacity and performance of the strategic road network and how the <i>Client</i> performs said activities (see link in <b>Annex 02</b> ).
S 105.12	<p>The <i>Contractor</i> plays a key role in assisting and enabling the <i>Client</i> to achieve its outcomes of:</p> <ul style="list-style-type: none"> <li>• supporting economic growth</li> <li>• a safe and serviceable strategic road network</li> <li>• a more free flowing strategic road network</li> <li>• an improved environment</li> <li>• a more accessible and integrated strategic road network.</li> </ul>
S 105.13	This is achieved through:

	<ul style="list-style-type: none"> <li>• planning for the future,</li> <li>• growing capability,</li> <li>• building Relationships,</li> <li>• efficient and effective delivery</li> <li>• improving customer interface.</li> </ul>
Contract core principals and key objectives	
S 105.14	<p>The Key Objectives of the contract are the delivery of:</p> <ul style="list-style-type: none"> <li>• The fulfilment of Survey Tasks as set out in <b>Annex 18</b></li> <li>• The fulfilment of Research Tasks as set out in <b>Annex 18</b></li> <li>• Delivery of Survey Data as set out in <b>Annex 18</b></li> </ul> <p>Ensuring data quality as set out in <b>Annex 18</b></p>
<b>S 106 Reference documents</b>	
S 106.1	References to documents within this Scope can be found in <b>Annex 02</b> .
<b>S 110 General Description of the service</b>	
S 110.1	<p>The <i>Client</i> utilises the Traffic Speed Structural Survey (TRASS) to contribute to its business need in relation to monitoring the structural condition of the Strategic Road Network. The survey utilises Equipment operating at traffic speed to collect information on the structural condition of the network that can be used to support a range of business activities, including network maintenance requirements and network asset valuation, scheme identification and scheme design. TRASS has become an important part of the toolkit used by National Highways to manage the Strategic Road Network. It must therefore deliver data reliably, regularly and consistently throughout the period of the Surveys.</p>
<b>S 200 General constraints on how the <i>Contractor</i> Provides the Service</b>	
S 200.1	<p>The <i>Contractor</i> uses the Equipment to carry out the TRASS survey, and applies accreditation, quality assurance and audit procedures to ensure that the data provided remains valid throughout the duration of the Surveys. Details of these procedures are provided in <b>Annex 18</b></p>
<b>S 205 General constraints</b>	
S 205.1	<p>Restrictions in:</p> <ul style="list-style-type: none"> <li>• Use of the <i>Equipment</i> as set out in section 1.2 of <b>Annex 18</b></li> <li>• Data collection and delivery as set out in section 4 of <b>Annex 18</b></li> </ul>

	<ul style="list-style-type: none"> <li>• Accreditation as set out in section 5 of <b>Annex 18</b></li> <li>• Quality Assurance as set out in section 5 of <b>Annex 18</b></li> </ul>
<b>S 206 Risk Management</b>	
S 206.1	The <i>Client's</i> "Risk Management Policy and Strategy" (see link in <b>Annex 02</b> ) is crucial to the successful delivery of the <i>Client's</i> objectives. A risk management framework has been implemented to enable the effective and efficient management of risk.
S 206.2	Within the risk management framework, the <i>Client's</i> "Risk Management Policy and Strategy" outlines the approach for the management of risks and issues including system process and supply chain principles.
S 206.3	The <i>Client's</i> "Risk Management Policy and Strategy" provides an overview of the <i>Client's</i> approach to risk and issue management, including the definition of risk, risk governance, roles and responsibilities and the high-level risk process (see link in <b>Annex 02</b> ).
S 206.4	The <i>Client's</i> risk management process is separate to the contractual early warning process. Although matters identified through that process may be entered into the risk management process as risks and cross-referenced to track and inform mitigation and management of the risk.
S 206.5	<p>The <i>Client</i> has adopted the following definition for risk:</p> <p>"an uncertain event, or set of events, which would affect the delivery of objectives. This could be a threat to planned outcomes, or an opportunity which, if exploited, could deliver improvements beyond planned outcomes. An issue is defined as a risk which has either materialised already, or is certain to do so in the future."</p>
S 206.6	For the <i>Client</i> risk management is a continuous process of identifying, assessing and treating risks in order to reduce threats, maximise opportunities and increase the likelihood of delivering strategic, operational, directorate, programme and project objectives.
S 206.7	<p>The <i>Client's</i> risk management approach aims to ensure that:</p> <ul style="list-style-type: none"> <li>• risks are systematically identified, understood, prioritised and managed by the correct parties and individuals in a consistent and efficient manner,</li> <li>• assurance is provided to the <i>Contractor</i>, <i>Service Manager</i>, <i>Client</i> and other stakeholders that risks are understood and managed, and</li> <li>• all parties are fully aligned with and demonstrably meet the requirements of the <i>Client's</i> risk management framework.</li> </ul>
S 206.8	<p>The <i>Contractor</i> complies with the risk management requirements described in this section S 206 and as contained in the</p> <ul style="list-style-type: none"> <li>• <i>Client's</i> "Risk Management Policy and Strategy for the Management of Risk"</li> </ul>

	<p>(see link in <b>Annex 02</b>),</p> <ul style="list-style-type: none"> <li>the standards in section S 605 of the Scope</li> </ul>
S 206.9	The <i>Contractor</i> uses the <i>Client's</i> risk management system. Outputs developed through this process may be used in other risk assessments.
S 206.10	Not Used
S 206.11	The <i>Contractor</i> ensures that risks which could impact on the project objectives are systematically identified, understood, prioritised and managed whilst being continually reviewed and communicated in a collaborative manner with the <i>Service Manager</i> .
S 206.12	The <i>Contractor</i> works collaboratively with the <i>Service Manager</i> in maintaining and updating the risk management system / register in relation to project risks.
<b>S 207 Business Continuity</b>	
S 207.1	The <i>Contractor</i> prepares a business continuity plan that complies with ISO22301:2019 (see link in <b>Annex 02</b> ) and submits the draft plan to the <i>Service Manager</i> no later than four weeks after the <i>starting date</i> for acceptance. A reason for not accepting the business continuity plan is that it does not align with ISO22301:2019. The <i>Contractor</i> amends the plan to address the <i>Service Manager's</i> comments and resubmits for acceptance within one week.
S 207.2	The <i>Contractor</i> undertakes an annual test event to test the business continuity plan. The <i>Contractor</i> agrees with the <i>Service Manager</i> the test scenario prior to the test. Following the test, the <i>Contractor</i> prepares a feedback report with any proposed amendments to the business continuity plan and submits the report to the <i>Service Manager</i> within two weeks of the test for acceptance. A reason for not accepting the proposed amendments is that the <i>Service Manager</i> considers that the proposed amendments do not resolve the issues raised in the accepted feedback report.
S 207.3	The <i>Contractor</i> implements any proposed amendments in the accepted feedback report as instructed by the <i>Service Manager</i> .
S 207.4	Where requested, the <i>Contractor</i> completes the <i>Client's</i> annual business continuity self-assessment assurance document in the form provided by the <i>Service Manager</i> . The <i>Contractor</i> provides supporting evidence to the <i>Service Manager</i> to demonstrate that the business continuity processes and procedures based on the self-assessment are in place. The <i>Client</i> may undertake an audit of compliance with these requirements.
<b>S 208 Insurance requirements</b>	
S 208.1	The <i>Contractor</i> is required to have in place required insurances described in the Insurance Table in the Contract Data and as shown in <b>Annex 03</b> .

S 208.2	The <i>Contractor</i> discharges all its obligations under the Insurance Act 2015 (see link in <b>Annex 02</b> ) when placing, renewing or maintaining any insurances required by the contract.
<b>S 209 Official Secrets Act</b>	
S 209.1	The Official Secrets Act 1989 applies to the contract from the <i>starting date</i> until the end of the Service Period.
S 209.2	The <i>Contractor</i> notifies its employees and subcontractor (at any stage of remoteness from the <i>Client</i> ) of its duties under the Official Secrets Act 1989 (see link at <b>Annex 02</b> ).
S 209.3	A failure to comply with this section is treated as a substantial failure by the <i>Contractor</i> to comply with its obligations.
<b>S 210 Confidentiality</b>	
S 210.1	<p>The <i>Contractor</i> keeps (and ensures that anyone employed by it or acting on its behalf keeps) confidential and does not disclose to any person</p> <ul style="list-style-type: none"> <li>the terms of the contract and</li> <li>any confidential or proprietary information (including Personal Data) provided to or acquired by the <i>Contractor</i> in the course of Providing the Service.</li> </ul> <p>except that the <i>Contractor</i> may disclose information</p> <ul style="list-style-type: none"> <li>to its legal or other professional advisers,</li> <li>to its employees and subcontractors (at any stage of remoteness from the <i>Client</i>) as needed to enable the <i>Contractor</i> to Provide the Service,</li> <li>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 <i>Contractor</i> consults the <i>Service Manager</i> and takes full account of the <i>Client's</i> views about whether (and if so to what extent) the information should be disclosed,</li> <li>which it receives from a third party who lawfully acquired it and who is under no obligation restricting its disclosure,</li> <li>which is in the public domain at the time of disclosure other than due to the fault of the <i>Contractor</i> or</li> <li>with the consent of the <i>Service Manager</i>.</li> </ul>
S 210.2	The <i>Contractor</i> does not (and ensures that anyone employed by it or acting on its behalf does not) use any confidential or proprietary information provided to or acquired by it for any purpose other than to Provide the Service.

S 211 Disclosure Requests	
S 211.1	The <i>Contractor</i> acknowledges that the <i>Client</i> may receive a Disclosure Request and the <i>Client</i> 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 <i>Service Manager</i> , consults with the <i>Contractor</i> before doing so in accordance with “Cabinet Office Freedom of Information Code of Practice July 2018” (see link in <b>Annex 02</b> ). The <i>Contractor</i> responds to any consultation within any deadlines set by the <i>Client</i> and to the satisfaction of the <i>Client</i> . The <i>Contractor</i> acknowledges that it is for the <i>Client</i> to determine whether such information will be disclosed.
S 211.2	When requested to do so by the <i>Service Manager</i> , the <i>Contractor</i> promptly provides information in its possession relating to the contract and assists and co-operates to enable the <i>Client</i> to respond to a Disclosure Request within the time limit set out in the relevant legislation which are listed in <b>Annex 02</b> Reference document (see links in <b>Annex 02</b> ).
S 211.3	The <i>Contractor</i> promptly passes any Disclosure Request receives to the <i>Service Manager</i> . The <i>Contractor</i> does not respond directly to a Disclosure Request unless instructed by the <i>Service Manager</i> .
S 211.4	The <i>Contractor</i> acknowledges that the <i>Client</i> is obliged to publish information relating to the contract in accordance with Procurement Policy Note 01/17 “Update to Transparency Principles” (PPN 01/17) dated 6 February 2017 (see link in <b>Annex 02</b> ) except to the extent that any information in it is exempt from disclosure pursuant to the “Freedom of Information Act 2000” (see link in <b>Annex 02</b> ). The <i>Service Manager</i> consults with the <i>Contractor</i> before deciding whether the information is exempt, but the <i>Contractor</i> acknowledges that the <i>Client</i> has the final decision.
S 211.5	In accordance with PPN 01/17, the <i>Contractor</i> <ul style="list-style-type: none"> <li>• co-operates with and assists the <i>Service Manager</i> to enable the <i>Client</i> to comply with its obligations to publish information or</li> <li>• agrees with the <i>Service Manager</i> a schedule for the release to the public of information relating to the <i>Client</i>,</li> <li>• provides information to assist the <i>Client</i> in responding to queries from the public as required by the <i>Service Manager</i> and</li> <li>• supplies the <i>Service Manager</i> with financial data relating to the contract in the form and in the times specified.</li> </ul>
S 211.6	The <i>Contractor</i> acknowledges that the <i>Client</i> is obliged to publish the provisions of the contract in accordance with the Crown Commercial Service’s Guidance Note “Publication of New Central Government Tenders and Contracts” dated November 2017 (see link in <b>Annex 02</b> ), except to the extent it is exempt from disclosure pursuant to the “Freedom of Information Act 2000”. The <i>Service Manager</i> consults

	with the <i>Contractor</i> before deciding whether the information is exempt, but the <i>Contractor</i> acknowledges that the <i>Client</i> has the final decision. The <i>Contractor</i> co-operates with and assists the <i>Service Manager</i> and the <i>Client</i> to publish the contract in accordance with the <i>Client</i> 's obligation.
S 211.7	Not Used
<b>S 212 Conflicts of Interest</b>	
S 212.1	The <i>Contractor</i> does not take an action which would cause a conflict of interest to arise in connection to the contract. The <i>Contractor</i> immediately notifies the <i>Service Manager</i> if there is any uncertainty about whether a conflict of interest may exist or arise.
S 212.2	The <i>Contractor</i> ensures its employees and subcontractors (at any stage of remoteness from the <i>Client</i> ), do not take any action which would cause an actual or potential conflict of interest to arise in connection with Providing the Service.
S 212.3	The <i>Contractor</i> ensures that any employee and procures that any subcontractor (at any stage of remoteness from the <i>Client</i> ) who are Providing the Service, completes a "declaration of interests" form (see link in <b>Annex 02</b> ) prior to starting work on the contract.
S 212.4	The <i>Contractor</i> procures that any subcontractor (at any stage of remoteness from the <i>Client</i> ) immediately notifies the <i>Contractor</i> and the <i>Service Manager</i> if there is any uncertainty about whether a conflict of interest may exist or arise.
S 212.5	<p>If the <i>Contractor</i> or Subcontractor (at any stage of remoteness from the <i>Client</i>) notifies the <i>Service Manager</i>, of any actual or potential conflict of interest, the <i>Service Manager</i> may</p> <ul style="list-style-type: none"> <li>• require the <i>Contractor</i> to stop Providing the Service until any conflict of interest is resolved</li> <li>• require the <i>Contractor</i> to submit to the <i>Service Manager</i> for acceptance a proposal to remedy the actual or potential conflict of interest.</li> </ul>
S 212.6	A reason for not accepting the proposal is that it does not resolve the conflict of interest. The <i>Contractor</i> amends the proposal in response to any comments resubmits it for acceptance by the <i>Service Manager</i> . The <i>Contractor</i> complies with the proposal once it has been accepted.
<b>S 213 Client's Fair Payment Charter, Counter Fraud, Bribery and Corruption Policies</b>	
S 213.1	<p>The <i>Contractor</i> complies (and ensures that any person employed by it or acting on its behalf complies) with the <i>Client</i>'s</p> <ul style="list-style-type: none"> <li>• "Fair Payment Charter"</li> <li>• "Counter Fraud, Bribery and Corruption"</li> </ul>



	(see links in <b>Annex 02</b> ) throughout the <i>service period</i> and for a period not less than 6 years after the end of the <i>service period</i> .
S 213.2	A failure to comply with this section is treated as a substantial failure by the <i>Contractor</i> to comply with its obligations.
<b>S 214 Discrimination, Bullying and Harassment, and Modern Slavery</b>	
S 214.1	The <i>Contractor</i> does not discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to the Discrimination Acts.
S 214.2	<p>In Providing the Service, the <i>Contractor</i> co-operates with and assist the <i>Client</i> to satisfy its duty under the Discrimination Acts to</p> <ul style="list-style-type: none"> <li>• eliminate unlawful discrimination, harassment and victimisation,</li> <li>• advance equality of opportunity between different groups and</li> <li>• foster good relations between different groups.</li> </ul>
S 214.3	<p>The <i>Contractor</i> ensures that it's employees, or subcontractor employees (at any stage or remoteness from the <i>Client</i>) comply with the <i>Client</i>'s requirements.</p> <p>Where a <i>Contractor</i> is required to carry out any activity on the <i>Client</i>'s premises or alongside the <i>Client</i>'s employees on any other premises comply with</p> <ul style="list-style-type: none"> <li>• the requirements of the Discrimination Acts</li> <li>• the <i>Client</i>'s employment policies and</li> <li>• codes of practice relating to discrimination and equal opportunities (see links in <b>Annex 02</b>)</li> </ul>
S 214.4	<p>The <i>Contractor</i> notifies the <i>Service Manager</i> as soon as it becomes aware of any investigation or proceedings brought against the <i>Contractor</i> under the Discrimination Acts in connection with the contract and</p> <ul style="list-style-type: none"> <li>• provides any information requested by the investigating body, court or tribunal in the timescale allotted,</li> <li>• attends (and permits a representative from the <i>Client</i> to attend) any associated meetings,</li> <li>• promptly allows access to any relevant documents and information and</li> <li>• co-operates fully and promptly with the investigatory body, court or tribunal.</li> </ul>
S 214.5	The <i>Contractor</i> 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 <i>Client</i> ) also comply.
S 214.6	The <i>Contractor</i> complies with the <i>Client</i> 's "Anti-slavery (human trafficking) policy" (see link in <b>Annex 02</b> ). The <i>Contractor</i> carries out an annual audit to monitor its compliance with the Modern Slavery Act 2015 (see link in <b>Annex 02</b> ), which covers

	<p>all its obligations under all its existing <i>Client</i> contracts. The <i>Contractor</i> prepares and delivers to the <i>Service Manager</i> no later than 1<sup>st</sup> August each year an annual</p> <ul style="list-style-type: none"> <li>• slavery and human trafficking report,</li> <li>• transparency statement and</li> <li>• a risk register with mitigating actions</li> </ul> <p>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.</p>
S 214.7	The <i>Contractor</i> notifies the <i>Client</i> 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.
S 214.8	The <i>Contractor</i> does not purchase any raw materials, resources or products that has been sourced from producers or manufacturers using forced labour and child labour in its operations or practice.
S 214.9	The <i>Contractor</i> ensures that any subcontractor (at any stage of remoteness from the <i>Client</i> ) contains provisions to the same effect as this section S 214. The <i>Contractor</i> implements due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under the contract.
S 214.10	The <i>Contractor</i> makes ensures that its Staff and subcontractors (at any stage of remoteness from <i>Client</i> ) have not been convicted of slavery or human trafficking offences anywhere in the world.
S 214.11	The <i>Contractor</i> reports the discovery or suspicion of any slavery or trafficking by it or its subcontractors (at any stage of remoteness from the <i>Client</i> ) to the <i>Client</i> and the Modern Slavery Helpline see details in <b>Annex 02</b> .
S 214.12	The <i>Contractor</i> complies (and ensures that any subcontractor complies) with the <i>Client's</i> "Respect at Work" policy relating to bullying and harassment (see link on <b>Annex 02</b> ). If the <i>Service Manager</i> considers that the presence or conduct of any Staff or subcontractors (at any stage of remoteness from the <i>Client</i> ) at any location relevant to the performance of the <i>service</i> is undesirable or in breach of the <i>Client's</i> policies, the <i>Service Manager</i> instructs the <i>Contractor</i> to implement corrective action.
S 214.13	The <i>Contractor</i> ensures that any subcontract (at any stage of remoteness from the <i>Client</i> ) relevant to the performance of the <i>service</i> , contains provisions to the same effect as this section S214. The <i>Contractor</i> , may propose to the <i>Service Manager</i> for agreement, that a specific subcontract (at any stage of remoteness from the <i>Client</i> ) relevant to the performance of the <i>service</i> , does not comply with the requirements of this section S 214. The <i>Contractor</i> provides a detailed reason for not including some or all of the requirements of this section S 214 in the specific contract. The <i>Contractor</i> provides further detail when requested by the <i>Service</i>

	<i>Manager</i> to assist their consideration. If accepted by the <i>Service Manager</i> , the <i>Contractor</i> is relieved from including some or all of the requirements of this section S 214 in the specific contract.
S 214.14	A failure to comply with this section is treated as a substantial failure by the <i>Contractor</i> to comply with its obligations.
<b>S 215 Security and protection of the Site</b>	
S 215.1	Not Used
<b>S 220 Security and identification of people</b>	
S 220.1	Mandatory obligations
S 220.1.1	The <i>Client</i> is required to adopt the personnel security requirements and management arrangements set down in “Security Policy 3: Personnel Security” of “Her Majesty’s Government (HMG) Security Policy Framework version 1.1 – May 2018” (see links in <b>Annex 02</b> ) issued by the Cabinet Office as amended from time to time (referred to here as the “Security Policy Framework”).
S 220.1.2	The <i>Contractor</i> familiarises itself with the objectives and principles embodied within the Security Policy Framework, in addition to the mandatory obligations extracted from the Security Policy Framework and set down in this section.
S 220.1.3	The <i>Contractor</i> ensures that the appropriate level of personnel security is obtained and maintained for all Staff in accordance with the Security Policy Framework.
S 220.1.4	The <i>Service Manager</i> notifies the <i>Contractor</i> of any revisions to the personnel security requirements arising as a consequence of subsequent amendments to the Security Policy Framework and agrees any remedial action required by the <i>Contractor</i> as a result of the amendments.
S 220.1.5	In addition to the requirements set out in the Security Policy Framework, the Cabinet Office “Efficiency and Reform Group” recommendations have introduced security requirements in relation to working area admittance, passes and photographs. These requirements are set out in “Part Three – Cabinet Office Efficiency and Reform Group requirements” below.
S 220.1.6	The Contractor fulfils all obligations with respect to Safeguarding the <i>Equipment</i> according to the requirements of <b>Annex 18</b> .
S 220. 2	Security checks – Minimum requirements
S 220.2.1	“HMG Baseline Personnel Security Standard v6.0 – May 2018” (“the BPSS”) (see link in <b>Annex 02</b> ) forms the minimum security check requirements for all Staff whose duties include

	<ul style="list-style-type: none"> <li>• working in any of the <i>Client's</i> premises, for example, the Site, offices, depots, Regional Operations Centres (ROC), the National Traffic Operations Centre (NTOC) and any outstations owned and operated by the <i>Client</i>,</li> <li>• usage of the <i>Client's</i> Information Systems and</li> <li>• working unsupervised in any other capacity.</li> </ul>
S 220.2.2	The <i>Service Manager</i> may notify the <i>Contractor</i> of a modification to the categories of Staff requiring BPSS security checks at any time.
S 220.2.3	Unless advised otherwise, it is the <i>Client's</i> hiring manager who completes a BPSS check. The <i>Client's</i> hiring manager for the contract is the <i>Service Manager</i> . All Staff, working on the <i>Client's</i> premises or with its technology, have to be BPSS approved before it begins working for or with the <i>Client</i> . The BPSS form and guidance set out in <b>Annex 04</b> have been produced to assist the <i>Client's</i> hiring manager undertaking checks and to ensure all checks meet the standards set out in the Security Policy Framework.
S 220.2.4	Procedural and other details for ensuring compliance with the BPSS are set out in "Part One – BPSS Compliance" below.
S 220.3	Security checks – Additional vetting requirement
S 220.3.1	Where Staff require unrestricted access to the <i>Client</i> areas identified in "Part Two - National Security Vetting (NSV)" below, the <i>Service Manager</i> notifies the <i>Contractor</i> of the appropriate level of National Security Vetting (NSV) to be carried out.
S 220.3.2	The <i>Service Manager</i> notifies the Security team via email (see details in <b>Annex 02</b> ) that the applicant requires NSV to be carried out.
S 220.3.3	Procedural and other details for ensuring compliance with NSV are set out in "Part Two - National Security Vetting (NSV)" below.
<b>Part One – BPSS compliance</b>	
S 220.4	Procedures
S 220.4.1	The <i>Contractor</i> undertakes security checks to ensure the confidentiality, integrity and availability of the <i>Client's</i> asset (documents and information).
S 220.4.2	<p>The recruitment controls of the BPSS are required to have been carried out for all Staff to whom paragraph S 220.2.1 applies prior to their employment on the contract. The recruitment control process is completed satisfactorily before an individual</p> <ul style="list-style-type: none"> <li>• is issued with a security pass giving unrestricted access to the <i>Client's</i> premises,</li> <li>• potentially has access to the <i>Client's</i> sensitive, possibly protectively-marked, information and</li> <li>• is given access to the <i>Client's</i> IT network.</li> </ul>

S 220.4.3	The <i>Contractor</i> takes all necessary measures to confirm that any previous security checks carried out on existing Staff meets the requirements of the BPSS, either in full or by exception using the risk management assessment process guidance contained in the Security Policy Framework.
S 220.4.4	The <i>Contractor</i> notes that, for existing Staff with more than 3 years continuous employment and who have not had any access passes or permits revoked in that time, the requirements for references in the BPSS security check can be deemed to be discharged by a letter from a Director or Head of Personnel of the <i>Contractor</i> certifying the same.
S 220.4.5	The <i>Contractor</i> reconciles any unacceptable gaps identified between the BPSS and existing security checks in accordance with the requirements of the BPSS.
S 220.4.6	Any new Staff to whom paragraph S 220.2.1 applies are assessed strictly in accordance with the requirements of the BPSS.
S 220.4.7	The <i>Contractor</i> keeps full and auditable records of all security checks carried out on Staff and makes such records available to the <i>Client</i> or its appointed representatives for audit purposes upon request.
S 220.4.8	<p>If</p> <ul style="list-style-type: none"> <li>the <i>Client</i> discovers any non-compliance with the requirements of the BPSS from the audit process,</li> <li>the <i>Contractor</i> fails to keep full records of security checks carried out on Staff or</li> <li>the <i>Contractor</i> fails to make such records available upon request</li> </ul> <p>the <i>Service Manager</i> may</p> <ul style="list-style-type: none"> <li>invoke individual withdrawal of permits or passes to Staff or</li> <li>invoke systematic withdrawal of permit or passes to Staff,</li> <li>require that an independent audit of the <i>Contractor's</i> BPSS security checks procedure is undertaken at the expense of the <i>Contractor</i> and</li> <li>instruct the <i>Contractor</i> to take appropriate action to immediately address any non-compliance with the BPSS notified to it by the <i>Service Manager</i>.</li> </ul>
S 220.4.9	The <i>Contractor</i> notes that the BPSS does not constitute a formal security clearance. It is designed to provide a level of assurance as to the trustworthiness, integrity and reliability of the individual involved.
S 220.5	Security check process for BPSS
S 220.5.1	The security check process of the BPSS follows the guidance provided in "HMG Baseline Personnel Security Standard May 2018" (see link in <b>Annex 02</b> ).
S 220.5.2	<p>The BPSS comprises verification of four main elements</p> <ul style="list-style-type: none"> <li>identity,</li> </ul>

	<ul style="list-style-type: none"> <li>• nationality and immigration status (including an entitlement to undertake the work in question),</li> <li>• employment history (past 3 years) and</li> <li>• criminal record (unspent convictions only).</li> </ul> <p>Additionally, prospective Staff are required to give a reasonable account of any significant periods (6 months or more in the past 3 years) of time spent abroad.</p>
S 220.5.3	The specific requirements for verification of each of the four main elements above are set out in “Part II - The Verification Process of the HMG Baseline Personnel Security Standard (BPSS)” (see link in <b>Annex 02</b> ). An outline description of the core requirements is included below but does not relieve the <i>Contractor</i> from its obligation to comply with all the requirements of the “HMG Baseline Personnel Security Standard May 2018” (see link in <b>Annex 02</b> ).
S 220.5.4	Information collected at each stage of the process is reviewed, assessed and recorded by the <i>Service Manager</i> in line with the BPSS form set out in <b>Annex 04</b> .
S 220.6	Verification of identity – Outline requirements
S 220.6.1	Identity may be verified by physically checking a range of appropriate documentation (for example, passport or national identification (ID) card together with a utility bill or bank statement) or by means of a commercially available identification verification service.
S 220.6.2	Only original documents are to be used for identification purposes, copies are not acceptable. Electronic signatures should be verified by cross checking to a specimen signature provided by the individual.
S 220.6.3	There is no definitive list of identifying documents. The <i>Contractor</i> notes that not all documents listed in the BPSS are of equal value. The objective is to verify a document that is issued by a trustworthy and reliable source, is difficult to forge, has been dated and is current, contains the owner’s name, photograph and signature and itself requires some evidence of identity before being issued (for example, a passport or national ID card).
S 220.6.4	National Insurance Numbers (NINOs) can be obtained fraudulently and cannot be relied on as a sole means of establishing identity or right to work. Temporary numbers beginning with TN or ending in a letter from E to Z inclusive are not acceptable.
S 220.6.5	Where verification of identity is not straightforward, but a decision is nevertheless taken to employ an individual, the <i>Contractor</i> notifies the <i>Security Manager</i> and records the matter on the Early Warning Register.
S 220.7	Nationality and immigration status (including an entitlement to undertake the work in question) – Outline requirements
S 220.7.1	Nationality and immigration status may be verified by physically checking

	appropriate documentation or, in exceptional circumstances only, by means of an independent check of United Kingdom (UK) Visas and immigration records.
S 220.7.2	The <i>Contractor</i> takes the necessary steps to ensure that an individual has the right to remain in the UK and undertake the work in question, including a review of the individual's settlement status as required under the "EU Settlement Scheme" (see link in <b>Annex 02</b> ) where applicable.
S 220.7.3	Checks need to be applied consistently and the <i>Contractor</i> needs to be aware of its obligations under the "Equality Act 2010" (see link in <b>Annex 02</b> ).
S 220.8	Employment history (past 3 years) – Outline requirements
S 220.8.1	<p>The <i>Contractor</i> verifies the individual's recent (minimum of 3 years) employment or education history, as applicable, by</p> <ul style="list-style-type: none"> <li>• following up references with previous employers,</li> <li>• verifying Her Majesty's Revenue and Customs (HMRC) tax returns or accountant certified company accounts for self-employment periods,</li> <li>• verifying academic certificates,</li> <li>• means of a commercially available CV checking service or</li> <li>• in exceptional circumstances or where there are unresolved gaps, by means of an independent check of HMRC records.</li> </ul>
S 220.8.2	To ensure that individuals are not concealing associations or unexplained gaps, the <i>Contractor</i> carries out an investigation to address any doubts over the information provided before proceeding further with the BPSS requirements.
S 220.9	Criminal record (unspent convictions only) – Outline requirements
S 220.9.1	The <i>Contractor</i> notes that the requirement to verify "unspent" convictions does not apply when the BPSS is being carried out as part of the groundwork for NSV, where a full check of criminal records ("spent" and "unspent") are made as part of that process.
S 220.9.2	Under the terms of the "Rehabilitation of Offender Act 1974" (see link in <b>Annex 02</b> ), it is reasonable for employers to ask individuals for details of any "unspent" criminal convictions. The Act states that if an offender remains free of further convictions for a specified period (the "rehabilitation period"), the conviction becomes spent. Where rehabilitation has taken place, the individual is to be treated as if the offence had never been committed.
S 220.9.3	The <i>Contractor</i> may choose to use the basic disclosure certificate check option available from the "Disclosure and Barring Service" (see link in <b>Annex 02</b> ) to meet this verification requirement.
S 220.9.4	Where "unspent" convictions have been disclosed, the <i>Contractor</i> carries out a risk assessment, which may include the need for legal advice, before proceeding further.

S 220.10	Approval for employment
S 220.10.1	General guidance and requirements post BPSS verification are contained in “Part IV – Post Verification Process of the HMG BPSS” (see link in <b>Annex 02</b> ). An outline description of the core requirements is included below but does not relieve the <i>Contractor</i> from its obligation to comply with all the requirements of the BPSS.
S 220.10.2	Subject to paragraph S 220.10.3 and unless advised to the contrary by the <i>Service Manager</i> , all Staff for whom a completed BPSS has been submitted may be treated by the <i>Contractor</i> as suitable to undertake the duties referred to in paragraph S 220.2.1.
S 220.10.3	The <i>Client</i> ordinarily requires a period of 3 working days from receipt of a fully completed BPSS security check for its internal approvals process and prior to the subsequent issue of access permits and passes. The <i>service Manager</i> may exclude from the <i>Client’s</i> premises any individual for whom a BPSS is not supplied, is incomplete or is otherwise unsatisfactory.
S 220.10.4	BPSS checks with a sealed “Criminal Record Declaration” are assessed separately on a case by case basis by the <i>Service Manager</i> . The <i>Service Manager</i> advises the <i>Contractor</i> if the individual has been approved as suitable to undertake all or any of the duties referred to in paragraph S 220.2.1.
S 220.11	Incomplete or unsatisfactory BPSS verification records
S 220.11.1	Where a BPSS is incomplete or is otherwise unsatisfactory, the <i>Service Manager</i> advises the <i>Contractor</i> of the deficiencies and the actions needed to correct them.
S 220.11.2	The <i>Service Manager</i> contacts the <i>Client’s</i> Security team to address any actions needed as a result of an incomplete or otherwise unsatisfactory BPSS check.
S 220.12	Renewal of the BPSS
S 220.12.1	Under most circumstances, renewal of the BPSS is not required.
S 220.12.2	The <i>Contractor</i> rechecks the immigration status of migrant Staff before their current right to remain in the United Kingdom visa expires or within 12 months of the previous check, whichever is the sooner. These checks are repeated until the employee can demonstrate an indefinite right to remain in the United Kingdom or until the employment comes to an end.
S 220.12.3	The <i>Service Manager</i> instructs the <i>Contractor</i> to carry out additional security checks on any Staff required to operate in or on List X (see definition in <b>Annex 01</b> and link in <b>Annex 02</b> ) premises owned, operated or accessible by the <i>Client</i> .
S 220.12.4	If an individual, who has previously been the subject of a BPSS check, leaves the employment of the <i>Contractor</i> and is subsequently re-employed by the <i>Contractor</i> within twelve months, the original security check authorisation may be reinstated. The <i>Client</i> may require additional evidence before reinstating the original security



	check authorisation. In all other cases of re-employment, the full BPSS check is to be carried out.
S 220.13	Ongoing personnel security management (“aftercare”)
S 220.13.1	The <i>Contractor</i> monitors, manages and supports the required behaviours of Staff who are approved for work on the contract in line with the principles contained in the Security Policy Framework and reports to the <i>Service Manager</i> immediately if the continuing suitability of an individual is in doubt.
S 220.13.2	Where the <i>Contractor</i> reports a case of doubt or the <i>Service Manager</i> considers that the actions of any individual does not conform to the <i>Client’s</i> required behaviours, the <i>Service Manager</i> may instruct the <i>Contractor</i> to review the performance of the individual concerned. The <i>Contractor</i> takes appropriate action in consequence of the review, which may include <ul style="list-style-type: none"> <li>• agreeing a performance improvement plan,</li> <li>• a temporary suspension of permits and passes or</li> <li>• removal of the individual in accordance with the core clause 22.2 of the NEC4 Term Service Contract (TSC).</li> </ul>
S 220.14	Retention of documentation
S 220.14.1	The documentation associated with the BPSS check is retained by the <i>Contractor</i> until the expiry of the contract period and for a period of twelve months after the individual has ceased to be employed on the contract.
S 220.14.2	The <i>Contractor</i> destroys all electronic and paper copies of documentation which it is no longer required to retain.
<b>Part Two – National Security Vetting (NSV)</b>	
S 220.15	Procedures
S 220.15.1	In all cases, verification of identity and the individual’s entitlement to undertake the work in question is to be carried out before embarking on NSV.
S 220.15.2	Other than in exceptional circumstances, the NSV is not to be undertaken before the individual’s BPSS check has been completed satisfactorily. The <i>Contractor</i> agrees with the <i>Service Manager</i> , on a case by case basis, any exceptional cases where the NSV and the BPSS procedures are required to be carried out in parallel.
S 220.15.3	The <i>Service Manager</i> determines if any Staff need to undertake the NSV in addition to the BPSS check.
S 220.15.4	If the <i>Service Manager</i> considers that the NSV is required, the <i>Client</i> identifies, manages and undertakes the necessary vetting at the <i>Client’s</i> expense.
S 220.15.5	Where the <i>Service Manager</i> determines that the NSV is required, the approval process set out in section S 220.10 does not apply, unless the <i>Service Manager</i>

	instructs otherwise. Access permits and passes are only issued on satisfactory completion of the NSV.
<b>Part Three – Cabinet Office Efficiency and Reform Group requirements</b>	
S 220.16	Admittance to the <i>Client's</i> premises
S 220.16.1	The <i>Contractor</i> submits to the <i>Service Manager</i> details of people who are to be employed by it and its Subcontractors with the <i>service</i> . The details include a list of names and addresses, the capacities in which individuals are employed and any other information required by the <i>Service Manager</i> .
S 220.16.2	The <i>Service Manager</i> may instruct the <i>Contractor</i> to take measures to prevent unauthorised persons being admitted on to the <i>Client's</i> premises. The instruction is a compensation event if the measures are additional to those required by the Scope.
S 220.17	Passes
S 220.17.1	All Staff are required to carry a <i>Client's</i> pass whilst working in any of the <i>Client's</i> premises.
S 220.17.2	The <i>Contractor</i> submits to the <i>Client</i> a list of the names of individuals for whom passes are required. The <i>Client</i> issues the passes to the <i>Contractor</i> . Each pass is returned to the <i>Client</i> by the <i>Contractor</i> when the individual no longer requires access to the <i>Client's</i> premises or after the <i>Client</i> has given notice that the individual is not to be admitted to any of the <i>Client's</i> premises.
S 220.18	Recorded images
S 220.18.1	With the exception of the images recorded by the <i>Equipment</i> as part of its normal function, the <i>Contractor</i> does not take recorded images, for example, photographs or videos, of the <i>Client's</i> premises or any part of them unless it has obtained the approval of the <i>Service Manager</i> .
S 220.18.2	The <i>Contractor</i> takes the measures needed to prevent Staff taking, publishing or otherwise circulating such recorded images.
<b>S 225 Protection of Affected Property</b>	
S 225.1	Not Used
<b>S 230 Protection of the work on the Affected Property</b>	
S 230.1	Not Used
<b>S 235 Condition survey</b>	
S 235.1	Not Used.

S 240 Consideration of Others	
S 240.1	Not Used
Customer Service	
S 240.2	<p>The customer is any person or organisation that uses or is affected by the <i>service</i> or by the Contractor Providing the Service including:</p> <ul style="list-style-type: none"> <li>• road users,</li> <li>• communities and community groups,</li> <li>• tenants, persons and organisations that lease from the <i>Client</i> and</li> <li>• the public who use the <i>service</i>.</li> </ul>
S 240.3	<p>The <i>Client's</i> overarching “Customer Service Strategy” (see link in <b>Annex 02</b>) sets out the approach to improving works and services provided to its customers. The <i>Contractor</i> and subcontractors (at any stage of remoteness from the <i>Client</i>) adhere to the “Customer Service Strategy” and all current and future customer service standards published by the <i>Client</i> when Providing the Service.</p>
S 240.4	<p>The <i>Contractor</i> notifies the <i>Service Manager</i> by the end of the next working day of any issues that could have a negative consequence on customers and acts to mitigate the consequence when instructed by the <i>Service Manager</i>.</p>
S 240.5	<p>The <i>Contractor</i> can access the <i>Client's</i> customer e-learning training package (see link in <b>Annex 02</b>) to support the cascading of the customer requirements to its Staff.</p>
S 240.6	<p>The <i>Contractor</i> uses relevant data and analysis, including but not limited to</p> <ul style="list-style-type: none"> <li>• demographic,</li> <li>• public health or</li> <li>• educational attainment data and</li> <li>• findings of the Equality Impact Assessment</li> </ul> <p>to identify the customers and communities that are affected in Providing the Service.</p>
S 240.7	<p>The <i>Contractor</i> reviews its policies, procedures and processes to ensure that there is no adverse customer equality impacts in Providing the Service on protected characteristics or affected groups and they</p> <ul style="list-style-type: none"> <li>• do not cause conflict with or put the <i>Client</i> in breach of and</li> <li>• align with</li> </ul> <p>the <i>Client's</i> public sector equality duties under the Equality Act 2010.</p>
S 240.8	<p>The <i>Contractor</i> evidences the involvement of diverse groups in agreeing communication channels and engagement activities with the <i>Client</i> and Others (to ensure they are appropriate and accessible), and the monitoring and evaluating satisfaction of these.</p>

S 240.9	<p>The <i>Contractor</i> provides any information that is needed to enable the <i>Service Manager</i> to prepare statements or responses to questions or issues raised by or on behalf of any customer. The <i>Contractor</i> provides such information within any time periods which may be instructed by the <i>Service Manager</i>. If the <i>Contractor</i> cannot provide the required information to support the <i>Service Manager's</i> response, the <i>Contractor</i> notifies the <i>Service Manager</i> detailing the reasons and when the requested information can be provided.</p> <p>The timescales are to be those as listed in the corporate customer complaints process (see link in <b>Annex 02</b>).</p>
S 240.10	Not Used
S 240.11	Not Used
S 240.12	Not Used
S 240.13	Not Used
S 240.14	<p>The <i>Contractor</i> submits a <i>service</i> specific customer plan to the <i>Service Manager</i> for acceptance within 4 weeks of the <i>starting date</i>. The customer plan must align with</p> <ul style="list-style-type: none"> <li>• the <i>Client's</i> overarching “Customer Service Strategic Plan” (see link in <b>Annex 02</b>) which defines <ul style="list-style-type: none"> <li>○ all customer stakeholder groups, and</li> <li>○ feedback protocols from customers</li> </ul> </li> </ul> <p>Reasons for the <i>Service Manager</i> to not accept the plan is that the technical areas covered do not align with the <i>Client's</i> “Customer Service Strategic Plan”.</p>
S 240.15	<p>The <i>Service Manager</i> may conduct audits of the <i>Contractor's</i> customer policies, procedures and practices used to Provide the Service at such times as required. The <i>Contractor</i> cooperates with such requests and provides all information requested by the <i>Service Manager</i>.</p>
S 240.16	<p>The <i>Service Manager</i> may suggest recommendations to the <i>Contractor's</i> quality plan to improve customer service. The <i>Contractor</i> implements these recommendations or responds to the <i>Service Manager</i> giving reasons why they are not implementing it.</p>
Customer Maturity Assessment and Customer Centric Action Plan	
S 240.18	<p>The <i>Contractor</i> (or where there is a joint venture, each Consortium Member) undertakes “Customer Maturity Assessments” with the <i>Client's</i> Supplier Performance Improvement Team every two years (see link in <b>Annex 02</b> for template and guidance) unless instructed otherwise by the <i>Service Manager</i>.</p>
S 240.19	<p>The <i>Contractor</i> (or where there is a joint venture, each Consortium Member) produces a “Customer Centric Action Plan” (see link in <b>Annex 02</b>) using the outputs</p>

	of the “Customer Maturity Assessments” which covers its overarching actions in relation to customers under all its <i>Client</i> contracts.
S 240.20	The “Customer Centric Action Plan” is reviewed with the <i>Service Manager</i> every three months unless instructed otherwise by the <i>Service Manager</i> . The <i>Contractor</i> updates the plan with the outputs of this review and submits to the <i>Service Manager</i> for acceptance. A reason for not accepting the updated plan is that it will not achieve the outputs agreed at the reviews.
<b>Customer Relationship Management</b>	
S 240.21	The <i>Client</i> operates a Customer Relationship Management (CRM) system through Microsoft Dynamics 365 for managing all stakeholder and customer correspondence. The <i>Contractor</i> uses the <i>Client's</i> CRM system in managing all stakeholder and customer correspondence.
S 240.22	The <i>Contractor</i> liaises with the <i>Service Manager</i> to ensure that relevant Staff receive CRM training.
S 240.23	Any proposal to deviate from the use of the <i>Client's</i> CRM system, is submitted to the <i>Service Manager</i> for acceptance. A reason for not accepting the proposal is that <ul style="list-style-type: none"> <li>the proposed system does not meet the requirements for a CRM system,</li> <li>there is no additional benefit of using an alternative system or</li> <li>the <i>Client's</i> Single View of Customer project team do not agree with the use of another system.</li> </ul> If the proposal is not accepted the <i>Contractor</i> uses the CRM system as stated in S 240.21.
<b>S 241 Traffic Management</b>	
S 241.1	Not Used
<b>S 245 Industrial Relation</b>	
S 245.1	Not Used
<b>S 250 Control of works</b>	
S 250.1	Not Used
<b>S 255 Site Cleanliness</b>	
S 255.1	Not Used
<b>S 258 Energy Efficiency Directive</b>	
S 258.1	The <i>Contractor</i> supports the achievement of the <ul style="list-style-type: none"> <li><i>Client's</i> carbon management ambition in its “Net zero carbon management</li> </ul>

	<p>plan”</p> <ul style="list-style-type: none"> <li>• <i>Client’s</i> compliance with the Procurement Policy Note 7/14 entitled “Implementing Article 6 of the Energy Efficiency Directive” (“PPN 7/14”) and any related supplementary Procurement Policy Note</li> </ul> <p>when Providing the Service (see links in <b>Annex 02</b>).</p>
S 258.2	<p>In complying with the requirements of Procurement Policy Note 7/14, the <i>Contractor</i></p> <ul style="list-style-type: none"> <li>• In purchasing new products for use partly or wholly in Providing the Service, by either the <i>Contractor</i> or a subcontractor (at any stage of remoteness to the <i>Client</i>), to comply with the standard for products in the directive “2012/27/EU” (see link in <b>Annex 02</b>) and,</li> <li>• provides evidence to the <i>Service Manager</i> to demonstrate how any new products for use partly or wholly in Providing the Service, purchased by either the <i>Contractor</i> or a subcontractor (at any stage of remoteness to the <i>Client</i>), complies with the requirements of PPN 7/14.</li> </ul>
Air Quality Strategy	
S 258.3	<p>The <i>Client’s</i> air quality strategy (see link in <b>Annex 02</b>) sets out how 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. In Providing the Service the <i>Contractor</i> supports the <i>Client’s</i> delivery plan (see links in <b>Annex 02</b>) aim to improve air quality in the UK and to deliver nitrogen dioxide compliance at the roadside.</p>
S 258.4	<p>The <i>Contractor</i>:</p> <ul style="list-style-type: none"> <li>• in purchasing new vehicles, for use partly or wholly in Providing the Service, complies with the minimum mandatory standards in “Government Buying Standards Transport 2017” (see link at <b>Annex 02</b>) and</li> <li>• when requested by the <i>Service Manager</i>, works in collaboration with the <i>Client</i> 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 <i>Contractor</i> helps reduce emissions of harmful pollutants when Providing the Service.</li> </ul>
<b>S 259 Environmental and sustainability requirements</b>	
S 259.1	<p>In Providing the Service, the <i>Contractor</i> supports the improvement of environmental and sustainable outcomes to protect, manage and enhance the quality of the surrounding environment, with a focus on people, the built, natural and historic environment, and carbon.</p>
S 259.2	<p>The <i>Contractor</i> complies with</p>

	<ul style="list-style-type: none"> <li>• environmental legislation</li> <li>• the relevant national policy</li> <li>• the <i>Client's</i> Licence</li> <li>• the <i>Client's</i> environmental strategy</li> <li>• the <i>Client's</i> “sustainable development strategy”</li> <li>• the <i>Client's</i> “Net zero carbon plan”</li> </ul> <p>when Providing the Service (see links in <b>Annex 02</b>).</p>
S 259.3	The <i>Contractor</i> supports the <i>Client's</i> Key Performance Indicators (KPI) and Performance Indicators (PI) as described in the <i>Client's</i> Operational Metrics Manual (OMM) (see link in <b>Annex 02</b> ).
S 259.4	In Providing the Service, the <i>Contractor</i> considers the importance and value of biodiversity and mitigates the impact on wildlife and looks for opportunities to provide biodiversity enhancements.
S 259.5	<p>The <i>Contractor</i> in Providing the Service demonstrates compliance and support of the biodiversity requirements within</p> <ul style="list-style-type: none"> <li>• the <i>Client's</i> OMM.</li> </ul> <p>See links in <b>Annex 02</b>.</p>
S 259.6	The <i>Contractor</i> delivers the <i>Client's</i> responsibilities and opportunities within the “Government Buying Standards” (see link in <b>Annex 02</b> ) when Providing the Service.
S 259.7	The <i>Contractor</i> demonstrates efficiency in resource use and maximisation of re-use and recycling of materials to support the circular economy ambition stated in the <i>Client's</i> “sustainable development strategy” (see link in <b>Annex 02</b> ) and ensures that any subcontractors (at any stage of remoteness to the <i>Client</i> ) demonstrate efficiency to the same effect.
<b>Environmental Management Plan (EMP) first iteration</b>	
S 259.8	Not Used
<b>Environmental Management Plan (EMP) second iteration</b>	
S 259.9	Not Used
<b>Site waste management plan</b>	
S 259.10	Not Used
<b>Environmental Management Plan (EMP) third iteration</b>	
S 259.11	Not Used

S 260 Waste materials	
S260.1	Not Used
S 261 People Strategy	
S 261. 1	Equality, Diversion and Inclusion
S 261.1.1	<p>The <i>Contractor</i> assists the <i>Client</i> in achieving its equality, diversity and inclusion (EDI) ambition to build an inclusive culture. An inclusive culture encourages, supports and celebrates diverse voices to improve the experience of the <i>Client's</i> employees, its supply chain (at any stage of remoteness from the <i>Client</i>) and its customers. The <i>Client's</i> intention is to embed principles of equality, diversity and inclusion into all areas of its business, driving real change in how it works with its customers and communities, its supply chain (at any stage of remoteness from the <i>Client</i>) and its employees.</p> <p>The <i>Client</i> believes that to achieve its vision of being the world's leading road operator it needs to deliver an inclusive, accessible road network and services that meet the needs of the diverse customers and communities it serves.</p> <p>This requires the <i>Client</i> to work collaboratively with its diverse supply chain (at any stage of remoteness from the <i>Client</i>) so that its working practices are inclusive, and the strategic road network is accessible and integrated for both its users and communities living alongside the network.</p> <p>The <i>Client</i> therefore requires the <i>Contractor</i> to demonstrate how it develops an iterative approach in supporting the <i>Client</i> and in meeting its equality, diversity and inclusion ambitions throughout the <i>service</i>.</p> <p>The <i>Client</i> also believes that to achieve outstanding performance it needs to attract, recruit, develop and retain talented people from all groups within the active labour force and then work to ensure an inclusive environment in which all can thrive.</p> <p>The <i>Client</i> expects its supply chain (at any stage of remoteness from the <i>Client</i>) to share and promote the same values in terms of equality, diversity and inclusion as well as actively support its wider vision.</p>
S 261.2	Inclusion Action Plan (IAP)
S 261.2.1	<p>The IAP (see <b>Annex 06</b> for IAP template and additional guidance) covers the key areas of EDI.</p> <p>The IAP focuses attention throughout the <i>service</i> on</p> <ul style="list-style-type: none"> <li>• gathering diversity and inclusion intelligence,</li> <li>• analysing this intelligence to identify opportunities to improve and</li> <li>• developing, delivering and evaluating an action plan considering the above.</li> </ul> <p>This enables the <i>Client</i> and its supply chain (at any stage of remoteness from the <i>Client</i>) to identify and deliver opportunities, creating tangible benefits which make visible difference in the priority performance areas</p>



	<ul style="list-style-type: none"> <li>to create an inclusive working culture, practice and environment that leverages the performance advantage that diversity can bring,</li> <li>to understand the diverse needs of its customers/ communities and ensuring appropriate action is taken to be 'a good neighbour' throughout the life of the <i>Client's</i> contracts and</li> <li>by holding itself and the supply chain (at any stage of remoteness from the <i>Client</i>) to account in delivering the above.</li> </ul> <p>The <i>Contractor</i> ensures that the IAP is accompanied by relevant contextual information and relates specifically to the contract. The IAP relates specifically to the <i>Contractor's</i> business (or each of the Consortium Members, if applicable).</p>
S 261.2.2	<p>The IAP names an individual from the <i>Contractor</i> to act as the EDI lead to</p> <ul style="list-style-type: none"> <li>be responsible for ensuring the implementation and ongoing development of the IAP,</li> <li>ensure quarterly reports and information are provided as required,</li> <li>facilitate continuous improvement reviews and</li> <li>act as a single point of contact on all matters concerning EDI.</li> </ul>
S 261.2.3	<p>The <i>Contractor</i> prepares an IAP in accordance with the template provided in <b>Annex 06</b>. The <i>Contractor</i> submits it to the <i>Service Manager</i> for acceptance within 12 weeks of the <i>starting date</i> to demonstrate how it develops an iterative approach to supporting the <i>Client</i> in meeting its EDI objectives throughout the <i>service</i>.</p>
S 261.2.4	<p>All relevant information for the submission is to be included. The total IAP does not exceed 20 pages except for any appendices. Any appendices only include relevant policies, as any other information will not be considered.</p> <p>The IAP includes</p> <ul style="list-style-type: none"> <li>current EDI position/ baseline - what does the <i>Contractor's</i> baseline data say about where it is (this provides some guidance as to the additional actions to be taken or actions to be dis/continued),</li> <li>action/ task – what the <i>Contractor</i> does to meet the requirements,</li> <li>when does this happen – when does the <i>Contractor</i> take the action specified above,</li> <li>responsible officer – who within the <i>Contractor's</i> organisation is responsible for this action,</li> <li>resource - the <i>Contractor</i> considers the resources needed to act over and above the responsible officer and</li> <li>measure of success (outcome/ key performance indicators (KPIs)) – what does success look like? How does the <i>Contractor</i> know it has made a tangible difference? What difference has this activity made?</li> </ul>
S 261.2.5	<p>A reason for the <i>Service Manager</i> not accepting the IAP is that</p> <ul style="list-style-type: none"> <li>it does not demonstrate how the requirements are passed down to any subcontractor (at any stage of remoteness from the <i>Client</i>),</li> <li>it has not used data or intelligence to identify priorities or actions for the plan,</li> </ul>

	<ul style="list-style-type: none"> <li>it does not demonstrate how the <i>Contractor</i> <ul style="list-style-type: none"> <li>ensures the working culture, practice and environment is inclusive,</li> <li>considers and understands the diverse needs of customers and neighbouring communities,</li> <li>holds itself and any subcontractor (at any stage of remoteness from the <i>Client</i>) to account in delivering the plan,</li> <li>monitors and evidences year on year improvements or</li> </ul> </li> <li>it does not meet the aims of the equality duties contained within the Discrimination Acts and set out in section S 214 Discrimination of the Scope.</li> </ul>
S 261.2.6	Every six months the <i>Contractor</i> prepares a progress report against the IAP. The <i>Contractor</i> provides a copy to the <i>Service Manager</i> within 14 days of the end of each six-monthly period. The <i>Client's</i> EDI team reviews and scores the IAP in line with the Collaborative Performance Framework (CPF) (see links in <b>Annex 02</b> ) metrics.
S 261.3	Employment and Skills
S 261.3.1	<p>The <i>Contractor</i> ensures that the skills, resources and capabilities are in place, in its own organisation and throughout its supply chain (at any stage of remoteness from the <i>Client</i>), to deliver the <i>service</i> and performance required including</p> <ul style="list-style-type: none"> <li>quantifying and delivering on any new employment opportunities that is generated whilst Providing the Service, and outlining how the <i>Contractor</i> and its supply chain (at any stage of remoteness from the <i>Client</i>) <ul style="list-style-type: none"> <li>attracts new people to apply, considering under-represented groups that have not historically seen the sector as a career option. For example, women, Black, Asian and other ethnic minority groups, the long term unemployed, those not in employment, education or training (NEETs) and people with disabilities and</li> <li>recruits new people into the sector,</li> </ul> </li> <li>identifying and delivering on opportunities to develop and deploy new skills that contributes to improved performance against the <i>Client's</i> key performance indicators (KPIs) and imperatives. This includes those new skill areas outlined in the "Transport Infrastructure Efficiency Strategy" (see link in <b>Annex 02</b>) and</li> <li>identifying and delivering on opportunities to improve perceptions of careers within the highways sector including through outreach, work placements/ experience and apprenticeships to develop a new talent pool for the sector. This includes but is not limited to, assisting the <i>Client</i> in delivering on its commitments in relation to the "Transport Infrastructure Skills Strategy: Building Sustainable Skills" (see link in <b>Annex 02</b>).</li> </ul>
S 261.3.2	Not Used
S 261.3.3	Not Used

S 261.3.4	<p>The <i>Contractor</i> appoints an individual as employment and skills lead to</p> <ul style="list-style-type: none"> <li>• ensure quarterly reports and information are provided as required,</li> <li>• facilitate continuous improvement reviews and</li> <li>• act as a single point of contact on all matters concerning employment and skills for the <i>services</i>.</li> </ul>
S 261.3.5	Not Used
S 261.4	Skills and Apprenticeships
S 261.4.1	<p>The <i>Client</i> is required to monitor and report to the Department for Transport (DfT) on apprenticeships created and in place in the delivery of their programme. To support this the <i>Contractor</i> delivers new apprenticeships on the contract. The <i>Contractor</i> submits to the <i>Service Manager</i>, on a quarterly basis, the apprenticeship report as detailed in section S 261.7. The due dates for this reporting will be confirmed to the <i>Contractor</i> by the <i>Service Manager</i> after the <i>starting date</i>.</p>
S 261.5	Employment and Skills Plan (ESP)
S 261.5.1	Not Used
S 261.6	Workforce Planning template and guidance
S 261.6.1	Not Used
S 261.7	Reporting template and guidance for apprenticeships
S 261.7.1	<p>The <i>Contractor</i> ensures that the <i>Service Manager</i> can identify all apprentices individually appointed under the requirements of the contract. The <i>Contractor</i> provides a rolling three-month monitoring report to the <i>Service Manager</i> within five working days of the start of each calendar month, detailing performance against the annual proposal in respect of each apprentice appointed (or proposed to be appointed) under the contract but who has not completed the apprenticeship, including</p> <ul style="list-style-type: none"> <li>• number of apprenticeships to be started that month,</li> <li>• actual and planned start dates for existing and proposed apprenticeships,</li> <li>• postcode of workplace,</li> <li>• gender,</li> <li>• ethnicity,</li> <li>• level of apprenticeship (1 – 7) in accordance with Table 2 below as set out in the UK Government’s “A guide to apprenticeships” publication of March 2019” (see link in <b>Annex 02</b>) (and as amended),</li> <li>• apprenticeship framework or standard,</li> <li>• occupation of apprenticeship (reported against the “Standard Occupation Classification (SOC) 2020 codes” (see link in <b>Annex 02</b>)),</li> </ul>

	<ul style="list-style-type: none"><li>category of apprenticeship,</li><li>planned apprenticeship finish date,</li><li>whether the apprentice is still engaged on Providing the Service and</li><li>national insurance number.</li></ul>																		
	<table><tr><th colspan="3">Table 2 – Description of apprenticeship levels</th></tr><tr><th>Name</th><th>Level</th><th>Equivalent educational level</th></tr><tr><td>Intermediate</td><td>2</td><td>5 GCSE passes at grade A*-C or 9-4</td></tr><tr><td>Advanced</td><td>3</td><td>2 A level passes/ Level 3 Diploma/ International Baccalaureate</td></tr><tr><td>Higher</td><td>4, 5, 6 and 7</td><td>Foundation degree and above</td></tr><tr><td>Degree</td><td>6 and 7</td><td>Bachelor’s or master’s degree</td></tr></table>	Table 2 – Description of apprenticeship levels			Name	Level	Equivalent educational level	Intermediate	2	5 GCSE passes at grade A*-C or 9-4	Advanced	3	2 A level passes/ Level 3 Diploma/ International Baccalaureate	Higher	4, 5, 6 and 7	Foundation degree and above	Degree	6 and 7	Bachelor’s or master’s degree
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Intermediate	2	5 GCSE passes at grade A*-C or 9-4																	
Advanced	3	2 A level passes/ Level 3 Diploma/ International Baccalaureate																	
Higher	4, 5, 6 and 7	Foundation degree and above																	
Degree	6 and 7	Bachelor’s or master’s degree																	
S 261.7.2	The <i>Contractor</i> submits its return using the “Apprenticeship data collection form” (see link in <b>Annex 02</b> ).																		
<b>S 262 Behavioural Attributes</b>																			
S 262.1	In Providing the Service the <i>Contractor</i> performs in accordance with the <i>Client’s</i> behavioural attributes, to ensure that these behavioural attributes are embedded and implemented by Staff.																		
S 262.2	<p>There are a number of key drivers and benefits which the <i>Client</i> seeks to attain through working with the <i>Contractor</i> to build an environment which allows these behavioural attributes to manifest</p> <ul style="list-style-type: none"><li>shared ownership of delivery outcomes that releases the potential of the participants and results in exceptional levels of performance,</li><li>open and transparent culture – fostering innovation, considered risk-taking, controlled delivery, shared problem-solving and joint investment in solutions – resulting in the creation of dynamic, responsive team-working that delivers better outcomes for all,</li><li>understanding and maximising the strengths of the <i>Client</i> and its supply chain to maximise capacity and avoid duplication and wasted effort,</li></ul>																		

	<ul style="list-style-type: none"> <li>shared knowledge and innovation - teams that actively demonstrate how to accrue value from repeatability and certainty, and where to seek to innovate and</li> <li>equitable relationships based on trust, fairness and constructive challenge resulting in value-adding outcomes.</li> </ul>
S 262.3	The “Behavioural Maturity Framework” (BMF) (see link at <b>Annex 02</b> ) is a tool that supports the <i>Client’s</i> “Improving Behaviours Improving Performance” teams approach. The BMF is being implemented to support and evolve the industry’s collaborative relationships away from behaviours which lead to negative and damaging consequences and move towards mature behaviours that enable better performance and outcomes for all.
S 262.4	In Providing the Service the <i>Contractor</i> performs in accordance with the <i>Client’s</i> BMF, which is based on industry best practice and aligned with ISO44001 (see link in <b>Annex 02</b> ), to ensure that these behavioural attributes are embedded and implemented by Staff.
S 262.5	<p>The behavioural attributes within the BMF are,</p> <ul style="list-style-type: none"> <li>trust and respect – doing what you say you are going to do at all times, and supporting each other to enable personal, professional and contract goals to be achieved,</li> <li>accountability – ensuring commitments are kept and resulting consequences are accepted,</li> <li>issue resolution and decision making – ensuring access to all of the necessary facts and information to make fully informed decisions and address issues,</li> <li>engagement – communicating with Others in the best possible way to ensure understanding, share knowledge and avoid assumptions,</li> <li>constructive challenge – having the confidence to challenge everyone regarding decisions and actions and sharing views to develop understanding and</li> <li>innovation and continuous improvement – creating the right environment that allows new ideas to surface and be put into practice.</li> </ul>
S 262.6	Where the <i>Contractor</i> operates as part of an integrated team environment, the <i>Contractor</i> works with the <i>Client’s</i> improving behaviours improving performance (IBIP) team to implements, operates and delivers a behavioural maturity programme including behavioural maturity improvement plans in conjunction with the <i>Client</i> .
<b>S 263 Strategic Alignment Review Tool (StART)</b>	
S 263.1	Not Used

S 264 Project Control Framework	
S 264.1	Not Used
S 265 Equipment, Plants and Materials	
S 265.1	Not used
S 265.2	The <i>Contractor</i> manages and supports the <i>Client's Equipment</i> as specified in <b>Annex 18</b> .
S 266 Category Management (CM)	
	Not Used
S 268 Offshoring of data	
S 268.1	In this section Risk Assessment is a full risk assessment and security review carried out by the <i>Client</i> in accordance with the HMG Security Policy Framework (SPF) (see <b>Annex 02</b> ) and the <i>Client's</i> Information Security Data Security Standard (see <b>Annex 02</b> ).
S 268.2	<p>The <i>Contractor</i> does not store any of the <i>Client's</i> data that is classified as OFFICIAL (including OFFICIAL SENSITIVE) or higher in accordance with the HMG Government Security Classifications (see <b>Annex 02</b>),</p> <ul style="list-style-type: none"> <li>• offshore or</li> <li>• in any way that it could be accessed from an offshore location</li> </ul> <p>until the <i>Service Manager</i> has confirmed to the <i>Contractor</i> that either</p> <ul style="list-style-type: none"> <li>• the <i>Service Manager</i> has gained approval for such storage in accordance with the Information Security Data Security Standard (see <b>Annex 02</b>) or</li> <li>• such approval is not required.</li> </ul>
S 268.3	<p>The <i>Contractor</i> ensures that no offshore premises are used in Providing the Service until</p> <ul style="list-style-type: none"> <li>• such premises have passed a Risk Assessment acceptable to the <i>Client</i> or</li> <li>• the <i>Service Manager</i> confirms to the <i>Contractor</i> that no Risk Assessment is required.</li> </ul>
S 268.4	<p>The <i>Contractor</i> complies with a request from the <i>Client</i> to provide any information required to allow the <i>Client</i> to</p> <ul style="list-style-type: none"> <li>• gain approval for storing data or allowing access to data from an offshore location in accordance with S 268.2 or</li> <li>• conduct a Risk Assessment for any premises in accordance with S 268.3.</li> </ul>

S 268.5	The <i>Contractor</i> ensures that any subcontract (at any stage of remoteness from the <i>Client</i> ) contains provisions to the same effect as this clause.
S 268.6	A failure to comply with this section is treated as a substantial failure by the <i>Contractor</i> to comply with its obligations.
<b>S 269 Data Protection</b>	
S 269.1	<p>For the purposes of the contract and the Data Protection Legislation</p> <ul style="list-style-type: none"> <li>for the purposes of this section S 269 only, the <i>Client</i> is the Data Controller</li> <li>the <i>Contractor</i> is the Processor and</li> </ul> <p>this section and schedule A (in <b>Annex 08</b>) constitutes a data processing agreement where required by the Data Protection Legislation.</p>
S 269.2	The <i>Contractor</i> processes the Data in accordance with the Data Protection Legislation and only to the extent necessary for the purpose of Providing the Service.
S 269.3	The <i>Contractor</i> does not knowingly do anything or permit anything to be done which might lead to a breach of the Data Protection Legislation by either Party.
S 269.4	The <i>Contractor</i> obtains and maintains, until end of the Service Period all registrations and notifications that it is obliged to obtain and maintain pursuant to the Data Protection Legislation (see link in <b>Annex 02</b> ) in respect of Providing the Service.
S 269.5	<p>The <i>Contractor</i> only processes Data to the extent that it relates to</p> <ul style="list-style-type: none"> <li>the types of Data,</li> <li>the categories of Data Subject and</li> <li>the nature and purpose</li> </ul> <p>as set out in schedule A (in <b>Annex 08</b>) and only for the duration specified in schedule A.</p>
S 269.6	Without prejudice to paragraph S269.2 the <i>Contractor</i> processes the Data only in accordance with the instructions of the <i>Service Manager</i> unless the <i>Contractor</i> is required to process Data for other reasons under the laws of the United Kingdom or European Union (or a member state of the EEA) to which the <i>Contractor</i> is subject. If the <i>Contractor</i> is required to process the Data for these other reasons, it informs the <i>Service Manager</i> before carrying out the processing, unless prohibited by relevant law.
S 269.7	The <i>Contractor</i> immediately informs the <i>Service Manager</i> if it believes that an instruction infringes the Data Protection Legislation or any other applicable law.
S 269.8	The <i>Contractor</i>

	<ul style="list-style-type: none"> <li>implements and maintains Protective Measures which take into account the nature, scope, context and purpose of processing the Data and</li> <li>implements adequate security programmes and procedures to ensure that unauthorised persons do not have access to the Data or to any equipment used to process the Data.</li> </ul> <p>The <i>Contractor</i> ensures that its processing is in accordance with the Data Protection Legislation and protects the rights of Data Subjects.</p>
S 269.9	The <i>Contractor</i> submits details of its Protective Measures to the <i>Service Manager</i> for acceptance. A reason for not accepting them is that they are not appropriate to protect against a Security Incident. Acceptance (or a failure to reject) by the <i>Service Manager</i> does not amount to acceptance by the <i>Client</i> of the adequacy of the Protective Measures.
S 269.10	The <i>Contractor</i> ensures that all persons authorised to process Data are bound by obligations equivalent to those set out in this Scope section and the Confidentiality Scope section and are aware of the <i>Contractor's</i> obligations under the contract and the Data Protection Legislation.
S 269.11	The <i>Contractor</i> ensures that access to the Data is limited to those persons who need access in order for the <i>Contractor</i> to Provide the Service and (in each case) to such parts of the Data as are strictly necessary for the performance of that person's duties.
S 269.12	Not Used
S 269.13	On request, the <i>Contractor</i> , takes all necessary actions and provides the <i>Service Manager</i> with all reasonable assistance necessary for the <i>Client</i> to comply with a Data Subject Access Request.
S 269.14	<p>The <i>Contractor</i> immediately notifies the <i>Service Manager</i> if it receives</p> <ul style="list-style-type: none"> <li>a Data Subject Access Request (or purported Data Subject Access Request),</li> <li>a complaint or request relating to the <i>Client's</i> obligations under the Data Protection Legislation or</li> <li>a request from any Supervisory Authority for assistance or information, unless provided by relevant law.</li> </ul>
S 269.15	<p>The <i>Contractor</i> assists and co-operates with the <i>Service Manager</i> in relation to any complaint or Data Subject Request received pursuant to paragraph S 269.14, including</p> <ul style="list-style-type: none"> <li>providing full details of the complaint or Data Subject Access Request,</li> <li>complying with the Data Subject Request within the time limits set out in the Data Protection Legislation and in accordance with the instructions of the <i>Service Manager</i> and</li> </ul>



	<ul style="list-style-type: none"> <li>promptly providing the <i>Service Manager</i> with any Personal Data and any other information requested to enable the <i>Client</i> to respond within the time limits to the Data Subject Request.</li> </ul>
S 269.16	<p>The <i>Contractor</i> does not process the Data outside the EEA (other than in the United Kingdom) without the agreement of the <i>Service Manager</i>. Where the <i>Service Manager</i> agrees, the <i>Contractor</i></p> <ul style="list-style-type: none"> <li>provides evidence (acceptable to the <i>Service Manager</i>) of appropriate safeguards as required by the Data Protection Legislation and</li> <li>complies with the instructions of the <i>Service Manager</i>.</li> </ul>
S 269.17	<p>The <i>Contractor</i> complies with the requirements of the <i>Client</i> and the <i>Service Manager</i> in relation to the storage, dispatch and disposal of Data in any form or medium. Any requirement for the <i>Contractor</i> to destroy or delete copies of the Data is subject to any law of the European Union, the United Kingdom or a member state of the EEA to which the <i>Contractor</i> is subject that requires Data to be retained.</p>
S 269.18	<p>The <i>Contractor</i> notifies the <i>Service Manager</i> as soon as it becomes aware of a Security Incident or any other breach of this section. The notification includes, as far as possible</p> <ul style="list-style-type: none"> <li>a description of the nature of the Security Incident, including the categories and approximate number of Data Subjects concerned,</li> <li>the likely consequences of the breach and</li> <li>the Protective Measures taken, or to be taken, to address the breach, including measures taken to mitigate any possible adverse effects.</li> </ul>
S 269.19	<p>In the event of a Security Incident, the <i>Contractor</i> provides the <i>Service Manager</i> with full co-operation and assistance in dealing with the Security Incident, in particular, notifying individuals affected by the Security Incident or a Supervisory Authority as required by the Data Protection Legislation and in accordance with the instructions of the <i>Service Manager</i>.</p>
S 269.20	<p>On request the <i>Contractor</i> provides to the <i>Service Manager</i> all necessary information to demonstrate the <i>Contractor's</i> compliance with this section.</p>
S 269.21	<p>The <i>Contractor</i> promptly provides all assistance and information requested by any Supervisory Authority or required by the <i>Service Manager</i> in order for the <i>Client</i> to ensure compliance with its obligations under the Data Protection Legislation, including in relation to</p> <ul style="list-style-type: none"> <li>security of processing,</li> <li>preparation of any necessary Data Protection Impact Assessments and</li> <li>undertaking any necessary data protection consultations of Supervisory Authorities.</li> </ul>

S 269.22	<p>The <i>Contractor</i> maintains electronic records of all processing activities carried out on behalf of the <i>Client</i>, including</p> <ul style="list-style-type: none"> <li>• the information described in paragraph S 269.5,</li> <li>• The different types of processing of Data being carried out (if applicable),</li> <li>• any transfers of Data outside the EEA or the United Kingdom, identifying the relevant country or international organisations and any documentation required to demonstrate suitable safeguards and</li> <li>• a description of the technical and organisation security measures referred to in paragraph S 269.9.</li> <li>• The <i>Contractor</i> makes these records available to the <i>Service Manager</i> promptly on request.</li> </ul>
S 269.23	<p>Before allowing any Sub-Processor to process any Personal Data related to the contract, the <i>Contractor</i></p> <ul style="list-style-type: none"> <li>• notifies the <i>Client</i> in writing of the intended Sub-Processor and processing,</li> <li>• obtains the agreement of the <i>Service Manager</i>,</li> <li>• enters into a written agreement with the Sub-Processor which gives effect to the terms set out in the contract such that they apply to the Sub-Processor and</li> <li>• provides the <i>Service Manager</i> with such information regarding the Sub-Processor as the <i>Service Manager</i> may reasonably require.</li> </ul>
S 269.24	<p>The <i>Service Manager</i> may, at any time revise this section S 269 and <b>Annex 08</b> by replacing it with any applicable controller to processor standard provisions or similar terms forming part of an applicable certification scheme.</p>
S 269.25	<p>The Parties agree to take account of any guidance issued by the “Information Commissioner’s Office”.</p>
S 269.26	<p>Each Party designates its own Data Protection Officer if required by the Data Protection Legislation.</p>
S 269.27	<p>Not Used</p>
S 269.28	<p>A failure to comply with this section S 269 is treated as a substantial failure by the <i>Contractor</i> to comply with its obligations.</p>
<b>S 270 Information Systems &amp; Security</b>	
S 270.1	<p>General requirements</p>
S 270.1.1	<p>This section sets out the requirements in respect of Information Systems, including systems that</p>

	<ul style="list-style-type: none"> <li>are developed, procured, provided and made available to the <i>Client</i> by the <i>Contractor</i> for the purposes of performing the information requirements under the contract,</li> <li>are developed, procured and provided by the <i>Contractor</i> relating to its own corporate business and operations of performing the information requirements under the contract,</li> <li>are provided or made available by the <i>Client</i> for use by the <i>Contractor</i> for the purposes of performing the information requirements under the contract and</li> <li>are likely to be provided or made available by the <i>Client</i> for use by the <i>Contractor</i> for the purposes of performing the information requirements under the contract.</li> </ul>
S 270.1.2	<p>To the extent that the <i>Contractor</i> is required to create or maintain any information under the contract in electronic format, the <i>Contractor</i> ensures that, at all times</p> <ul style="list-style-type: none"> <li>such a format is agreed with the <i>Client</i>,</li> <li>such information is maintained to allow fast and efficient electronic transfer of information to the <i>Client</i> or Others <ul style="list-style-type: none"> <li>without additional costs to the <i>Client</i> or Others</li> <li>the need for complex, expensive procedures or processes, and</li> <li>in any event in such format as complies with the <i>Client's</i> requirements for such transfer,</li> </ul> </li> <li>such information is backed-up and copies are held in off-site storage in accordance with procedures agreed with the <i>Client</i> and</li> </ul> <p>it implements and complies with (and ensures that its subcontractors implement and comply with) all procedures for information back-up and off-site storage referred to in this paragraph.</p>
S 270.1.3	<p>The <i>Contractor</i> maintains all its Information Systems so as to enable its segregation from any other computer or electronic storage devices, systems, materials or information of the <i>Contractor</i> and transfer to the <i>Client</i> or an Incoming <i>Contractor</i>, efficiently and without additional expense or delay immediately on termination or expiry of the contract.</p>
S 270.1.4	<p>The <i>Contractor</i> complies with the information management system (IMS), a platform outlining additional information for the processes of data and information requirements, which is available at <a href="https://highwaysengland.co.uk/ims">https://highwaysengland.co.uk/ims</a>.</p>
S 270.2	<i>Contractor</i> Information Systems
S 270.2.1	<p>The <i>Contractor</i> at the <i>starting date</i></p> <ul style="list-style-type: none"> <li>has in place and provides or makes available to the <i>Client</i>, appropriate Information Systems (and relevant hardware required to use such Information Systems) of the type set out in section S 270.9 and S 270.10, to</li> </ul>

	<p>comply with the <i>Client</i> information requirements and the contract management information requirements,</p> <ul style="list-style-type: none"> <li>has in place Information Systems (electronic or otherwise) of the type set out in the non-exhaustive list in Table 1, to comply with the <i>Contractor</i> information requirements concerning its own corporate business and operations and</li> <li>has proof of compliance with the Her Majesty's Government (HMG) Security Policy Framework (SPF) (see link in <b>Annex 02</b>) in respect of those Information Systems.</li> </ul>
S 270.3	<i>Client</i> Information Systems and Training
S 270.3.1	Unless otherwise agreed with the <i>Client</i> , the <i>Contractor</i> uses and interfaces with the <i>Client's</i> current systems (Table 2) and new systems (Table 3) when available.
S 270.3.2	The <i>Client</i> provides relevant training for all relevant systems provided by the <i>Client</i> that are listed in this section (Information Systems and Security).
S 270.3.3	The <i>Contractor</i> proposes a list of appropriate Staff to be trained for each requirement for acceptance by the <i>Service Manager</i> . The <i>Contractor</i> liaises with the <i>Service Manager</i> to programme the training to optimise efficiencies.
S 270.3.4	Not Used
S 270.4	Access Requirements to Information Systems provided by the <i>Client</i>
S 270.4.1	<p><u>Gateway access requirements</u></p> <p>The Business Information Gateway or its successor (the Gateway) is the interface through which</p> <ul style="list-style-type: none"> <li>the <i>Contractor</i> is required to access the <i>Client's</i> business IT network and the <i>Client</i> Information Systems and</li> <li>the <i>Client</i> may access one or more of the <i>Contractor's</i> Information Systems and documents.</li> </ul>
S 270.4.2	Unless otherwise agreed with the <i>Client</i> , the <i>Contractor</i> connects to the Gateway, using a virtual private network specified by the <i>Client</i> .
S 270.4.3	<p>The <i>Contractor</i></p> <ul style="list-style-type: none"> <li>applies, via the <i>Service Manager</i>, to the <i>Client</i> for authorisation to connect to the Gateway and connects to the Gateway in a manner to be specified by the <i>Client</i>,</li> <li>procures and pays for the installation and ongoing costs of connection of any of its premises or Information Systems to the Gateway through a telecommunications network, taking into account the data volume and the number of the Staff that it expects to use the Gateway,</li> </ul>

	<ul style="list-style-type: none"> <li>• arranges suitable support and business continuity for connection to the Gateway,</li> <li>• facilitates the installation and maintenance of the Gateway by the <i>Client</i> or Others,</li> <li>• employs appropriate requirements and procedures, and trains its staff to operate the current systems,</li> <li>• attends training in connection with the implementation, and where appropriate, the <i>Contractor</i> facilitates the implementation of New Systems and any other systems required by the <i>Client</i> and</li> <li>• does not alter any documents provided by the <i>Client</i> through the Gateway (which are the exclusive property of the <i>Client</i>) without the prior agreement of the <i>Client</i>.</li> </ul>
S 270.4.4	<p>The <i>Contractor</i> acknowledges that</p> <ul style="list-style-type: none"> <li>• the network technology underlying the Gateway is subject to change from time to time,</li> <li>• access through and continued membership of the Gateway requires the <i>Contractor</i> to comply with (and the <i>Contractor</i> complies with) <ul style="list-style-type: none"> <li>○ applicable user access requirements,</li> <li>○ HMG SPF (see link in <b>Annex 2</b>) and</li> <li>○ other confidentiality, technical and security requirements set out in the contract.</li> </ul> </li> </ul>
S 270.4.5	<p>The connection point to the Gateway situated at the <i>Contractor's</i> premises is located in a room that is secured from theft, damage, unauthorised or malicious use to reduce risk to the connection point by using appropriate physical security controls as set out in HMG SPF. The location remains fixed for the duration of the contract unless the <i>Contractor</i> requests and the <i>Client</i> approves a new location.</p>
S 270.4.6	<p><u>Other access requirements</u></p> <ul style="list-style-type: none"> <li>• <i>Client</i> Information Systems not covered by paragraph S 270.4.1 may be accessed through the internet via third party hosts and using relevant software applications installed on <i>Contractor</i> systems. They are not subject to the same security and related access requirements that apply to <i>Client</i> Information Systems accessed through the Gateway.</li> <li>• The <i>Contractor</i> may request authorisation and other details regarding internet access to such <i>Client</i> Information Systems from the <i>Client</i>. The <i>Contractor</i> provides further information to the <i>Service Manager</i> required for the <i>Client's</i> consideration of such a request including Staff names, locations, computer equipment to be used.</li> <li>• The <i>Contractor</i> ensures that any device which is used to access or process <i>Client</i> data meets all of the security requirements set out in the National</li> </ul>

	Cyber Security Centre (NCSC) "End User Devices Platform Security Guidance".
S 270.5	Access Requirements to Information Systems provided by the <i>Contractor</i>
S 270.5.1	<p>The <i>Contractor</i> provides the <i>Client</i> remote access to the <i>Contractor's</i> Information Systems and related documents</p> <ul style="list-style-type: none"> <li>• through the Gateway or</li> <li>• through another interface agreed by the <i>Client</i>.</li> </ul>
S 270.5.2	Any access required by the <i>Client</i> to systems provided by the <i>Contractor</i> is made available via the Gateway or by other remote access methods agreed by the <i>Client</i> .
S 270.6	<i>Contractor</i> Security and User Access
S 270.6.1	The <i>Contractor</i> ensures that all persons who use <i>Client</i> Information Systems for or on behalf of the <i>Contractor</i> comply with the <i>Client's</i> security requirements.
S 270.6.2	The <i>Contractor</i> is responsible for determining any formal application and security clearance requirements to enable the <i>Client</i> to access any Information Systems provided by the <i>Contractor</i> . The <i>Contractor</i> informs the <i>Client</i> of those requirements, including timescales, no later than four weeks after the <i>starting date</i> .
S 270.6.3	The <i>Contractor</i> immediately notifies the <i>Client's</i> IT Security Team and the help desk when Staff with access to the <i>Client's</i> IT network, are no longer Providing the Service.
S 270.6.4	The <i>Client</i> suspends any accounts if they are not used for a continuous period of six months or for Staff who are no longer Providing the Service.
S 270.6.5	The <i>Client</i> deletes any accounts if they are not used for a continuous period of thirteen months or for Staff who are no longer Providing the Service.
S 277.6.6	<p>The <i>Client</i> immediately suspends any accounts supplied to persons who use <i>Client</i> Information Systems for or on behalf of the <i>Contractor</i> if they are</p> <ul style="list-style-type: none"> <li>• used by anyone other than the person for whom they were created (the "authorised user")</li> <li>• they are used from a device which is not issued by the <i>Contractor</i></li> <li>• they are used from a physical location not agreed by the <i>Client</i>.</li> </ul> <p>The <i>Contractor</i> provides for acceptance by the <i>Service Manager</i></p> <ul style="list-style-type: none"> <li>• a formal explanation for the account's misuse</li> <li>• proposed actions to ensure that such issues do not re-occur</li> </ul> <p>Accounts suspended are not to be re-opened until the <i>Service Manager</i> has accepted the explanation and proposed actions.</p>

	In all these cases the <i>Client</i> is not liable for any financial penalty or other expense incurred as a result of the <i>Contractor</i> failing to meet its commitments.
S 270.7	Software and Licences
S 270.7.1	The <i>Contractor</i> grants, or procures the grant of, licences required to allow the <i>Client</i> to use the Information Systems developed, procured or otherwise provided by the <i>Contractor</i> to the <i>Client</i> .
S 270.7.2	The <i>Contractor</i> has in place or procures its own licences required to use common software applications that it may require to be able to interface with, or to access <i>Client</i> Information Systems.
S 270.7.3	The <i>Contractor</i> applies to the <i>Client</i> for licences to allow the <i>Contractor</i> to use certain Information Systems provided or made available by the <i>Client</i> .
S 270.8	Liaison and cooperation between <i>Client</i> and <i>Contractor</i>
S 270.8.1	The <i>Client</i> is adopting an Information Technology Infrastructure Library best practice approach for Information Communication and Technology (ICT) services. The <i>Contractor</i> demonstrates a formal approach to its ICT service management through the development of an ICT strategy and make its ICT strategy available to the <i>Client</i> .
S 270.9	Systems provided by the <i>Contractor</i> to meet <i>Client</i> and Contract Management Information Requirements
S 270.9.1	<u>Electronic Document and Records Management</u> The <i>Contractor</i> develops proposals, for acceptance by the <i>Service Manager</i> , for developing an Information System that electronically manages both the electronic and physical records (including documents, records and e-mails) which are created and maintained on behalf of the <i>Client</i> . Documents and records are defined in the <i>Clients</i> record policy, a copy of which can be obtained from the <i>Client</i> .
S 270.9.2	A reason for not accepting the proposal includes <ul style="list-style-type: none"> <li>• not enabling the effective management and where applicable the disposal of records,</li> <li>• preventing the <i>Client</i> to comply with its records management policy and other obligations inclusive of the Public Records Act 1985 (and amendments) and</li> <li>• prevention of efficient transfer of records to the <i>Client</i>.</li> </ul>
S 270.9.3	Once accepted, the <i>Contractor</i> implements and operates an Information system for the management of electronic and physical records.
S 270.10	Information Systems provided by the <i>Contractor</i>

S 270.10.1	<b>Table 1: Information Systems as provided by the <i>Contractor</i> to fulfil the requirements of the <i>Contractor's</i> own business and effective delivery of the contract</b>	
	<b>System</b>	<b>Comment</b>
	IT and Information Security Systems	The <i>Contractor</i> implements IT and Information Security systems to protect the confidentiality, integrity, and availability of this information it handles, and have those systems independently audited. The <i>Contractor</i> aligns these systems to meet the <i>Client's</i> requirement for the services provided.
	Quality Management System	The <i>Contractor</i> implements a quality management Information System which will ensure consistency and improvement of working practices. The <i>Contractor</i> aligns its quality management Information System to meet the quality requirement used by the <i>Client</i> .
	Collaboration System	The <i>Contractor</i> fully utilises tools and software that enhance collaboration by all community partners.
	Change Control System	This Information System will manage changes to processes and systems.
	Human Resource Management System (HRMS)	The <i>Contractor</i> uses a HRMS to manage issues such as recruitment, skill sets, employee history and payroll.
	Financial Management System (FMS)	The <i>Contractor</i> uses a FMS to produce timely in-year and year-end management and accounting information.
	Project Management System	System to assist in the planning and organisation of activities in order to meet the <i>Contractor's</i> objectives.
	Survey Planning System and Processing System	System (or Systems) to assist in the planning and organisation of surveys, their routes, data processing and delivery
S 270.11	Current Systems provided by the <i>Client</i> to meet the contract management information requirements	



S 270.11.1	<b>Table 2 Current Systems</b>	
	Current Information System	Description
	Highways England Supply Chain Portal	An internet collaboration site for the <i>Client</i> and its partners
	Customer Relationship Management System (CRM)	The CRM is a Microsoft Dynamics 365 system that manages the CRM strategy to ensure long lasting relationships with the Contractor's customers. It acts as one central and consistent stakeholder / customer database where all interactions with stakeholders and associated tasks are managed on one platform. It is associated to the Confirm system.
	HAMIS	The <i>Client's</i> Management Information System. Portal Information System providing access to HAGIS. A single platform for information for all directorates, from simple code look up utilities to more sophisticated forecasting and reporting tools.
	HAGIS	The <i>Client's</i> Geographical Information System Stores information using the latest digital mapping, which allows users to view geographical data for a specific area of the UK by zooming in and out and using the built in Geographical Information Systems (GIS) tools
	CEMAR – (Contract Event Management Analytics and Reporting)	<p>CEMAR is a cloud based NEC contract management system. It is a collaborative tool that requires the <i>Client</i> and <i>Contractor</i> to manage contract events through the system as required by good practice NEC contract management. System features include the following</p> <ul style="list-style-type: none"> <li>• contract event management through registers e.g. Early Warnings, Compensation Events, <i>Service Manager</i> Instructions and more,</li> <li>• application for payments / Invoices,</li> <li>• technical queries and Defect management and</li> <li>• general communications.</li> </ul> <p>Multiple in-built reports and charts and graphs proving reports and dashboards across one or multiple contracts to allow effective management of contracts through outputs on communication behaviour, cost, quality, risk and time.</p>
	Accident Incident Reporting System (AIRSweb)	The AIRSweb incident reporting Information System, allowing the completion of a single incident report online, which can be submitted to several organisations.

	WebDAS	WebDAS provides service providers with an easy to use front end to Departures Approvals System (DAS) for submitting departures and searching past submissions. Database of departures from the <i>Client's</i> requirements and aspects not covered by requirements, including Specification for Highway Works (SHW) specification departures.
	HALOGEN	HALOGEN is the central source for Highways Agency Traffic Management Systems (HATMS) logged data. It records setting, state change and fault information for signals, signs and emergency roadside telephones on England's motorway network.
	Asset Visualisation and Information System (AVIS)	AVIS is a driven survey consisting of video cameras viewing multiple directions, with a simultaneous LiDAR survey. The LiDAR survey provides 3D point cloud data, accurate to 30mm - essentially a 3D model of the network. It provides an inventory of assets along with GIS files.
	HAPMS	<p>HAPMS is a set of IT systems that hold the following data sets</p> <ul style="list-style-type: none"> <li>• approved network master data set,</li> <li>• pavement inventory master data set,</li> <li>• pavement construction master data set,</li> <li>• pavement condition master data set,</li> <li>• inventory master data set,</li> <li>• traffic data and</li> <li>• accident data.</li> </ul> <p>HAPMS also provides the following business capabilities</p> <ul style="list-style-type: none"> <li>• analysis and reporting of data both in map-based and textual formats and</li> <li>• integrated tools for the whole life cost optimisation, of proposed pavement maintenance schemes.</li> </ul>
	Lean Tracker System	A system used to capture and track lean benefits.
	Planned Engineering Works (PEW) System	System for the notification of planned engineering works that impact on the operational availability or functionality of HA Traffic Management Systems (HATMS) or require access to regional Control Centre (RCC) Equipment/Control Rooms.
	Severe Weather Information System (SWIS)	Provides the <i>Client</i> with information on the state of the network and weather-related incidents.

	<p>Network Occupancy Management System (NOMS)</p>	<p>The <i>Client</i> provides a Network Occupancy Management System (NOMS) as part of the Integrated Asset Management Information System (IAMIS) that is fully compliant with the national specification for the Electronic Transfer of Notifications (EToN) and is used to</p> <ul style="list-style-type: none"> <li>record, update and manage all occupancies on the Affected Property including their delay and impact,</li> <li>record, update and manage all information as necessary for the fulfilment of obligations relating to <ul style="list-style-type: none"> <li>Traffic Management Act 2004</li> <li>New Roads and Street Works Act 1991</li> <li>other legislation associated to the delivery of the TMA 2004 s16 Network Management Duty and associated secondary legislation.</li> </ul> </li> </ul> <p>NOMS provides direct information feeds to external stakeholders for public use and feeds to the Clients National Traffic Information Service (NTIS) for publication to customers.</p>
	<p>Integrated Asset Management Information System (IAM IS)</p>	<p>IAM IS replaces the following Highways England data management systems</p> <ul style="list-style-type: none"> <li>network occupancy and EToN (SRW) and</li> <li>structures (SMIS).</li> </ul> <p>IAM IS provides functionality for the asset support contractor to manage customer enquiries, record defects, schedule inspections and record incident data. This information will be available to the <i>Client</i> to better understand the condition of the asset and manage the contract using enhanced reporting capabilities.</p> <p>Information within the <i>Client's</i> current data systems, HAGDMS, HADDMS, HAPMS and SMIS is incorporated in to IAM IS.</p>
<p>S 270.12</p>	<p>New Systems to be used by the <i>Contractor</i> when made available</p>	

S 270.12.1	<b>Table 3 New Systems</b>	
	<b>New Information System</b>	<b>Description</b>
	Financial System	The <i>Client's</i> new finance and accounting Information System which supports major business transaction processing requirements.
	Performance Management Information System	The <i>Client</i> may introduce a Performance Management Information System (PMIS) or other system for recording and reporting against the relevant requirements. When/ if provided, the <i>Contractor</i> provides performance data directly into the PMIS.
	Finance and Works Management System (PB Confirm)	<p>The <i>Client</i> intends to introduce a Finance and Works Management System which will be used to raise and manage works orders.</p> <p>The <i>Contractor</i> uses the system and provides such information to the <i>Client</i> as required to evidence the <i>works</i> provided and costs incurred to Provide the Service.</p>
<b>Information Security</b>		
S 270.13	Security Plan	
S 270.13.1	<p>The <i>Contractor</i> prepares a robust information security plan complying with the <i>Client's</i> information security requirements and submits it to the <i>Service Manager</i> for acceptance. The <i>Contractor</i> includes the security plan in its quality management system. The security plan complies with the requirements of ISO/IEC27001 and ISO/IEC27002 and includes procedures which</p> <ul style="list-style-type: none"> <li>• ensure compliance with the Data Protection Legislation,</li> <li>• protect information against accidental, unauthorised or unlawful processing, destruction, loss, damage or disclosure of Personal Data,</li> <li>• ensure that unauthorised persons do not have access to Personal Data or to any equipment used to process Personal Data,</li> <li>• protect IT systems from viruses and similar threats,</li> <li>• provide for disaster recovery, and in particular ensure that the Personal Data is safely backed-up and</li> <li>• provide for the vetting of its employees and Subcontractors' staff in accordance with the <i>Client's</i> staff vetting procedures.</li> </ul>	
S 270.13.2	The <i>Contractor</i> provides training for its employees and Subcontractors in accordance with the security plan.	
S 270.13.3	The <i>Contractor</i> does not use any confidential or proprietary information provided to or acquired by it for any purpose other than to Provide the Service. The <i>Contractor</i>	

	implements measures to prevent the disclosure of such information by its employees or Subcontractors.
S 270.13.4	The <i>Client's</i> security policy is set out in the IMS (see link in <b>Annex 02</b> ).
S 270.13.5	On the end of the Service Period, termination or if requested by the <i>Service Manager</i> , the <i>Contractor</i> gives to the <i>Service Manager</i> all Personal Data held by them in a format specified by the <i>Service Manager</i> (or any subcontractor at any stage of remoteness from the <i>Client</i> and Sub-Processor) and destroys, and procures any Subcontractor (at any stage of remoteness from the <i>Client</i> ) and any Sub-Processor destroys, any electronic and paper copies of such data in a secure manner.
S 270.13.6	Where the <i>Contractor</i> obtains or collects Personal Data on behalf of the <i>Client</i> , the <i>Contractor</i> <ul style="list-style-type: none"> <li>provides to Data Subjects a data protection notice in a form accepted by the <i>Service Manager</i> informing the Data Subject of the identity of the <i>Client</i>, the identity of any data protection nominated lead it may have appointed, the purpose or purposes for which their Personal Data will be processed and any other information which is necessary having regard to the specific circumstances in which the Personal Data is, or is to be, processed to enable processing in respect of the Data Subject to be fair and</li> <li>where applicable, obtains all necessary consents for the processing of Personal Data.</li> </ul>
S 270.13.7	A failure to comply with this section is treated as a substantial failure by the <i>Contractor</i> to comply with its obligations.
S 270.13.8	Not used.
S 270.14	Data Collection System
S 270.14.1	The <i>Contractor</i> captures all costs within a data collection system as a minimum for use on the contract in respect of applications for payment.
S 270.14.2	Not used.
S 270.15	Data Handling Requirements
S 280.15.1	The <i>Contractor</i> complies with the <i>Client's</i> data handling policy (see link in <b>Annex 02</b> ) when working on the <i>Client's</i> systems or handling the <i>Client's</i> data.  Prior to processing personal data on behalf of the <i>Client</i> , the <i>Contractor</i> submits a security plan to the <i>Service Manager</i> for acceptance that complies with the requirements of ISO/IEC27001 and ISO/IEC27002.
S 280.15.2	A system on which the <i>Contractor</i> holds any <i>Client's</i> data, including back-up data, is a secure system that complies with the security policy.

S 280.16	Breach of Security
S 280.16.1	<p>"Breach of security" is the occurrence of</p> <ul style="list-style-type: none"> <li>any unauthorised access to or use of the Information Systems, the <i>Client</i> Premises, the Sites, the Service Provider System, the <i>Client</i> System (to the extent that it is under the control of the <i>Contractor</i>) and/or any IT, information or data (including the confidential information and the <i>Client</i> Data) used by the <i>Client</i> and/or the <i>Contractor</i> in connection with the contract or</li> <li>the loss (physical or otherwise), corruption and/or unauthorised disclosure of any information or data (including the confidential information and the <i>Client</i> Data), including any copies of such information or data, used by the <i>Client</i> and/or the <i>Contractor</i> in connection with the contract.</li> </ul>
S 280.16.2	<p>The <i>Contractor</i> develops and maintain a Security Incident management and reporting policy in accordance with the Customer's 'Information Security Incident Management Requirements' (see link in <b>Annex 02</b>) and ISO27001. The <i>Contractor</i> makes a full log of Security Incidents available to the <i>Service Manager</i> on request, and in any case on a quarterly basis. All Security Incidents defined as a Major Incident will be reported to the <i>Service Manager</i> as soon as practicable (in any case within twenty-four (24) hours of the <i>Contractor</i> becoming aware of the Incident).</p>
S 280.16.3	<p>The Security Incident management process (see link in <b>Annex 02</b>), as a minimum, requires the <i>Contractor</i> upon becoming aware of a breach of security or an attempted breach of security to</p> <ul style="list-style-type: none"> <li>immediately take all reasonable steps (which includes any action or changes reasonably required by the <i>Service Manager</i> which will be completed within such timescales as the <i>Service Manager</i> may reasonably require) necessary to <ul style="list-style-type: none"> <li>minimise the extent of actual or potential harm caused by such breach of security,</li> <li>remedy such breach of security to the extent possible and protect the integrity of the Information System against any such potential or future attempt of breach of security,</li> <li>apply a tested mitigation against any such breach of Security or potential or attempted breach of security and, provided that reasonable testing has been undertaken by the <i>Contractor</i>, if the mitigation adversely affects the <i>Contractor's</i> ability to deliver the Services so as to meet any Performance Indicator, the <i>Contractor</i> is granted relief against the failure to meet such affected Performance Indicator for such period as the <i>Service Manager</i>, acting reasonably, may specify by written notice to the Service Provider and</li> <li>prevent a further breach of security or attempted breach of security in the future exploiting the same root cause failure,</li> </ul> </li> <li>as soon as reasonably practicable and, in any event, within 2 working days, following the breach of security or attempted breach of security,</li> </ul>

	provide to the <i>Service Manager</i> full details of the breach of security or attempted breach of security, including a root cause analysis where required by the <i>Service Manager</i> .
S 280.16.4	In the event that any action is taken in response to a breach of security or attempted breach of security which occurred as a result of non-compliance of the information security management system (ISMS) outlined in ISO 27001 and the risk management with the Baseline Personnel Security standard outlined in the HMG SPF or the contract, then such action and any required change to the Information System or risk management will be completed by the <i>Contractor</i> at no cost to the <i>Client</i> .
<b>S 300 Contractor's Design</b>	
<b>S 305 Design responsibility</b>	
S 305.1	Not Used
<b>S 310 Design submission procedures and acceptance criteria</b>	
S 310.1	At the start of each Survey Task the <i>Contractor</i> will provide a Survey Plan defining the approach to be taken to deliver the surveys to be undertaken on the Eligible Network under that Survey Task.
<b>S 315 Design approvals from Others</b>	
S 315.1	The Survey Plan shall be reviewed regularly and presented to the Client as part of monthly progress meetings. In particular there will be a need to review the Survey Plan where there are agreed changes to the Survey Task timetable.
<b>S 320 Client's requirements (for the parts of the service to be designed by the Contractor)</b>	
S 320.1	<p>The Survey Plan will include but is not limited to</p> <ul style="list-style-type: none"> <li>• A programme describing how the Equipment will be applied to cover the required lengths within the available timescale.</li> <li>• A review of any risks to delivery and the approach to be taken to mitigate these.</li> </ul>
<b>S 325 Design co-ordination</b>	
S 325.1	The <i>Contractor</i> complies with the procedures and processes specified by the <i>Client</i> . and co-ordinates with Others as set out in <b>Annex 18</b> .
<b>S 326 Alternative Design</b>	
S 326.1	Not Used

<b>S 400 Contractor's Plan</b>	
S 400.1	A programme for the Service is provided in <b>Annex 18</b> , clause 3.2.8
<b>S 405 Plan requirements</b>	
S 405.1	The survey requirements are outlined in <b>Annex 18</b>
<b>S 410 Methodology statement</b>	
S 410.1	Not Used
<b>S 415 Work of the <i>Client</i> and Others</b>	
S 415.1	Not Used
<b>S 420 Access to the Affected Property</b>	
S 420.1	The <i>Contractor</i> will be provided with the <i>Equipment</i> to survey the network. Access to the network with the <i>Equipment</i> will not be provided until the <i>Contractor</i> has achieved Accredited Equipment Operator Status, as described in <b>Annex 18</b> .
<b>S 425 Information required</b>	
S 425.1	The schedule of information to be provided, and who it is to be provided by, to Provide the Service is given in <b>Annex 18</b>
<b>S 430 Revised plan</b>	
S 430.1	The requirements for the delivery of updates or revisions to the plan to Provide the Service are given in <b>Annex 18</b>
<b>S 445 Documents</b>	
S 445.1	Not Used
<b>S 450 Handover between contractors</b>	
S 450.1	Not Used
<b>S 500 Task Order</b>	
<b>S 505 Programme requirements</b>	
S 505.1	The requirements for Task Orders are set out in <b>Annex 18</b> , section 3
<b>S 510 Methodology Statement</b>	
S 510.1	Not Used



<b>S 515 Work of the <i>Client</i> and Others</b>	
S 515.1	Not Used
<b>S 520 Access to Affected Property</b>	
S 520.1	Not Used
<b>S 525 Information required</b>	
S 525.1	Not Used
<b>S 530 Revised programme</b>	
S 530.1	Not Used
<b>S 600 Quality Management</b>	
<b>S 605 Quality management system</b>	
S 605.1	<p>The <i>Contractor</i> complies with and operates management systems as follows</p> <ul style="list-style-type: none"> <li>• a health and safety management system complying with the requirements in S1100 of the Scope,</li> <li>• a quality management system complying with ISO 9001 and ISO 9004</li> <li>• a formal health and safety management system which complies with ISO 45001:2018 or another equivalent and relevant standard accepted by the <i>Service Manager</i>,</li> <li>• operates a health and safety management system that aligns to HSG65,</li> <li>• an environmental management system complying with ISO 14001,</li> <li>• 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), and</li> <li>• a risk management system and processes that follow the guidelines contained in ISO 31000 in relation to risk management.</li> </ul>
S 605.2	<p>Where a management system is certifiable against the standards above, the <i>Contractor</i> obtains certification from a relevant UKAS accredited body within 52 weeks of the Contract Date and submits to the <i>Service Manager</i> a copy of each certificate and audit report within one week after it is obtained. The <i>Contractor</i> maintains this certification for the full duration of the contract.</p>
S 605.3	Not Used
S 605.4	<p>The <i>Contractor</i> obtains certification of its health and safety management system in accordance with the requirements in Section 1105 of the Scope.</p>

S 605.5	<p>The <i>Contractor's</i> quality management system will include the <i>Contractor's</i> quality policy as required by the contract and ISO 9000, which clearly articulates the organisations commitment to:</p> <ul style="list-style-type: none"> <li>• providing a quality assured service which delivers the requirements in the contract,</li> <li>• supporting the development, implementation and maintenance of the <i>Contractor's</i> quality management system, and</li> <li>• continually providing maximum customer satisfaction.</li> </ul>
S 605.6	The Contractor will implement and deliver the Accreditation and Quality Assurance requirements as defined in <b>Annex 18</b>
<b>S 610 Quality Plan</b>	
S 610.1	The <i>Contractor</i> prepares the Quality Plan within 8 weeks of the Contract Date.
S 610.2	The Quality Plan incorporates the Quality Submission and is sufficiently detailed to demonstrate how the <i>Contractor</i> achieves each of the Tender Commitments and meets the <i>Client's</i> objectives for the contract.
S 610.3	The <i>Contractor</i> keeps a controlled copy of the Quality Plan available for inspection at all times by the <i>Client</i> , the <i>Service Manager</i> and their representatives.
S 610.4	The Quality Plan shall comply with the requirements of <b>Annex 18</b> .
<b>S 615 Samples</b>	
S 615.1	Not Used
<b>S 620 Audit and nonconformities (including “defects”) and quality management points</b>	
S 620.1	The <i>Contractor</i> carries out a programme of internal audits in accordance with the requirements of ISO 9001.
S 620.2	The <i>Service Manager</i> may carry out audits of the <i>Contractor's</i> quality management system from time to time.
S 620.3	The <i>Contractor</i> allows access at any time within working hours to any place where it or any subcontractor (at any stage of remoteness from the <i>Contractor</i> ), carries out any work that relates to the contract for the <i>Service Manager</i> to carry out audits, to inspect work and materials and generally to investigate whether the <i>Contractor</i> is Providing the Service in accordance with the contract.
S 620.4	The <i>Contractor</i> provides all facilities and assistance necessary to allow such audits and inspections to be carried out.
S 620.5	Additional audits may be carried out when the number of Quality Management Points in effect exceeds the <i>threshold level</i> . The <i>Service Manager</i> decides the

	location, frequency and extent of additional audits having regard to the root causes for the accrual of Quality Management Points in effect.
S 620.6	<p>Following identification of a Nonconformity the <i>Contractor</i> submits within three working days, a Nonconformity report covering</p> <ul style="list-style-type: none"> <li>• the unique reference for the Nonconformity,</li> <li>• a brief description stating which requirement is not being fulfilled and in what way,</li> <li>• the effect both current and potential, and</li> <li>• the likely cause i.e. what aspect of the Quality Plan or compliance with the Quality Plan is not functioning properly.</li> </ul>
S 620.7	<p>Following submission of a Nonconformity report the <i>Contractor</i> submits within 2 weeks to the <i>Service Manager</i> for acceptance, a Corrective Action plan covering</p> <ul style="list-style-type: none"> <li>• the unique reference of the Nonconformity,</li> <li>• description – this could be as per the Nonconformity report or expanded,</li> <li>• details of the Corrective Action proposed,</li> <li>• categorisation of the Nonconformity into high, medium or low risk,</li> <li>• 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,</li> <li>• what aspect of the Quality Plan needs to be addressed i.e. which of the <i>Contractor's</i> processes is not performing as required,</li> <li>• 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.),</li> <li>• 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 <i>Contractor</i> to take overall accountability for the plan. A brief action plan is required for low risk,</li> <li>• method of reporting progress to the <i>Service Manager</i>,</li> <li>• the method to be used to confirm successful correction of the Nonconformity to allow that to be recorded on the Quality Management Point register. Any envisaged circumstance that will allow the <i>Service Manager</i> to confirm the correction and</li> <li>• adjustments to be made to the Quality Management System in order to prevent recurrence of the Nonconformity.</li> </ul>
S 620.8	<p>The <i>Contractor</i> keeps an up to date register of Nonconformities covering</p> <p>The Unique reference,</p> <ul style="list-style-type: none"> <li>• Date of Identification,</li> <li>• Identification method for example through performance management, by testing or by audit etc.,</li> <li>• Date of Corrective Action plan,</li> </ul>

	<ul style="list-style-type: none"> <li>• Date Nonconformity corrected (i.e. confirmed as such by the <i>Service Manager</i>),</li> <li>• Traffic light type notation, <ul style="list-style-type: none"> <li>o Red – indicates Nonconformity identified but no Corrective Action plan prepared – also where Corrective Action not complete by planned date,</li> <li>o Amber – Corrective Action plan prepared and action in progress and within planned parameters,</li> <li>o Green – Corrective Action complete and accepted by the <i>Service Manager</i>.</li> </ul> </li> </ul> <p>The <i>Contractor</i> enters the Nonconformity onto the register within three working days from its identification.</p>
S 620.9	The <i>Contractor</i> does not begin any Corrective Action(s) to address the nonconformity until the <i>Service Manager</i> has accepted its proposals.
S 620.10	<p>Within one week of the <i>Contractor</i> submitting the proposed Corrective Action plan for acceptance, the <i>Service Manager</i> either accepts the proposal or notifies the <i>Contractor</i> of its reason for not accepting it.</p> <p>A reason for not accepting the proposed action plan is that</p> <ul style="list-style-type: none"> <li>• it does not adequately specify actions required to ensure that nonconformities do not recur,</li> <li>• it does not comply with the contract,</li> <li>• the time for completing the Corrective Action is unreasonable or</li> <li>• it hinders the <i>Client</i> or Others.</li> </ul>
S 620.11	If the <i>Service Manager</i> does not accept the proposed action plan, the <i>Contractor</i> submits a revised proposal to the <i>Service Manager</i> for acceptance within one week.
S 620.12	The <i>Contractor</i> corrects Nonconformities and takes action to eliminate the causes of actual or potential nonconformities within a time which minimises the adverse effect on the <i>Client</i> or Others and in any event before carrying out any operation the same or similar as that in respect of which the Nonconformity occurred.
S 620.13	The <i>Contractor</i> notifies the <i>Service Manager</i> when the proposed actions have been taken and provides with his notification verification that the defective part of the service has been corrected.
S 620.14	A failure to comply with this section is treated as a substantial failure by the <i>Contractor</i> to comply with its obligations
<b>S 625 Quality Management Points</b>	
S 625.1	If the <i>Contractor</i> fails to comply with its quality management system, the <i>Contractor</i> accrues Quality Management Points from the date when the failure is

	identified in accordance with the <i>quality table</i> . The number of Quality Management Points is reduced in accordance with the <i>quality table</i> .
S 625.2	If the <i>Contractor</i> fails properly to accrue Quality Management Points, the <i>Service Manager</i> instructs the <i>Contractor</i> to accrue the applicable number of Quality Management Points calculated in accordance with the <i>quality table</i> . The Quality Management Points accrue on the date of the <i>Service Manager's</i> instruction.
S 625.3	The <i>Contractor</i> maintains a register of the number of Quality Management Points in effect, showing when Quality Management Points accrue and are removed. This is to be submitted to the <i>Client</i> on a monthly basis, or when requested by the <i>Service Manager</i> .
S 625.4	Quality Management Points accrue from the <ul style="list-style-type: none"> <li>• date of identification or</li> <li>• <i>Service Manager's</i> instruction.</li> </ul>
S 625.5	If the number of Quality Management Points in effect under the contract is more than the <i>threshold level</i> , the <i>Contractor</i> and the <i>Service Manager</i> meet within one week to consider ways of reducing the number of Quality Management Points in effect to the <i>threshold level</i> or below and to avoid accruing further Quality Management Points.
S 625.6	The <i>Contractor</i> submits a report to the <i>Service Manager</i> for acceptance within one week of the meeting setting out the actions agreed at the meeting and any other actions which the <i>Contractor</i> proposes to take immediately to reduce the number of Quality Management Points in effect to the <i>threshold level</i> or below and to avoid accruing further Quality Management Points. A reason for not accepting the report is that it will not reduce the number of Quality Management points in effect to the <i>threshold level</i> or below, or avoid accruing further Quality Management Points.
S 625.7	If the <i>Service Manager</i> does not accept the <i>Contractor's</i> proposals or the <i>Contractor</i> does not take the agreed actions, the <i>Contractor</i> submits a revised report to the <i>Service Manager</i> for acceptance setting out the actions which the <i>Contractor</i> has taken and what further or alternative actions they propose to take to reduce the number of Quality Management Points in effect to the <i>threshold level</i> or below. A reason for not accepting the report is that it will not reduce the number of Quality Management points in effect to the <i>threshold level</i> or below, or avoid accruing further Quality Management Points.
S 625.8	Until the number of Quality Management Points in effect is reduced to the <i>threshold level</i> or below the <i>Contractor</i> takes the actions detailed in its revised report and submits weekly update reports to the <i>Service Manager</i> setting out the actions taken, the results of those actions and the actions which are still to be taken by the <i>Contractor</i> .
S 625.9	If the <i>Service Manager</i> does not accept the <i>Contractor's</i> revised report or the <i>Contractor</i> does not take the agreed actions, the <i>Service Manager</i> serves a

	Quality Warning Notice on the <i>Contractor</i> . Within one week of receipt of the Quality Warning Notice, the <i>Contractor</i> submits a further revised report to the <i>Service Manager</i> setting out the actions which the <i>Contractor</i> has taken and what further or alternative actions they propose to take to reduce the number of Quality Management Points in effect to the <i>threshold level</i> or below.
S 625.10	The Quality Warning Notice is in effect until the number of Quality Management Points in effect is reduced to the <i>threshold level</i> or below. While the Quality Warning Notice is in effect, the <i>Contractor</i> takes the actions detailed in its reports and submits weekly update reports to the <i>Service Manager</i> setting out the actions taken, the results of those actions and the actions which are still to be taken by the <i>Contractor</i> .
S 625.11	A failure to <ul style="list-style-type: none"> <li>to comply with this section or</li> <li>take actions to reduce the number of Quality Management Points in effect to the <i>threshold level</i> or below while a Quality Warning Notice is in effect</li> </ul> is treated as a substantial failure by the <i>Contractor</i> to comply with its obligations.
<b>S 630 Continual Improvement &amp; Innovation</b>	
<b>S 630.1</b>	<b>Purpose and Scope</b>
S 630.1.1	The <i>Contractor</i> operates processes for delivering Lean Continual Improvement (Lean CI) and Structured Innovation and this section sets out the <i>Client's</i> minimum requirements.
S 630.1.2	Lean Continual Improvement and Structured Innovation comprises five parts <ul style="list-style-type: none"> <li>outcome requirements,</li> <li>strategic objectives,</li> <li>performance measurement,</li> <li>training and</li> <li>the method (tools and techniques).</li> </ul>
<b>S 630.2</b>	<b>Outcome Requirements</b>
S 630.2.1	Lean CI outcome requirements are to <ul style="list-style-type: none"> <li>establish a culture of continual improvement throughout the organisation, by strong Lean leadership and sufficient staff training,</li> <li>reducing waste and cost in Providing the Service,</li> <li>tracking performance by baselining and continuously capturing and visually displaying data,</li> <li>meeting set annual business targets.</li> </ul>

S 630.2.2	<p>Structured Innovation outcome requirements are to</p> <ul style="list-style-type: none"> <li>• create a Structured Innovation culture through training and leadership, and</li> <li>• have in place an innovation/idea capture system in place within 3 months of <i>starting date</i> that takes ideas from concept right through to delivery, ensuring the embedment of innovations/ideas.</li> </ul>
<b>S 630.3</b>	<b>Strategic Objectives</b>
S 630.3.1	The following strategic objectives support the above outcome requirements to be delivered by the <i>Contractor</i> .
S 630.3.2	<p>The <i>Contractor</i></p> <ul style="list-style-type: none"> <li>• commits to self-development in both Lean CI and Structured Innovation,</li> <li>• actively educates its supply chain in Lean CI and Structured Innovation to assist with driving waste from every part of the delivered service value streams and processes and</li> <li>• self-assesses its Lean CI maturity on an annual basis, the first assessment being within 6 months of <i>starting date</i>, using the appropriate Lean Maturity Assessment tool (see below).</li> </ul>
S 630.3.3	<p>The <i>Client</i> has 3 levels of Lean Maturity Assessments, which are</p> <ul style="list-style-type: none"> <li>• large enterprise: Highways England Lean Maturity Assessment (HELMA)</li> <li>• small to medium enterprise: (HELMA-Lite)</li> <li>• project: Simplified Lean Capability Assessment (SLCA).</li> </ul> <p>HELMA and HELMA-Lite cover the same topics but differ in the complexity of the self-assessment and submitted evidence.</p>
S 630.3.4	Within 3 months of the <i>starting date</i> the <i>Contractor</i> contacts the <i>Client's</i> Lean team programme management office via the Lean link (refer <b>Annex 02</b> ) and the <i>Client</i> provides a Lean buddy, forming a collaborative approach to producing the Lean Strategy Document. The Lean Strategy Document defines how the <i>Contractor</i> will deploy Lean Continual Improvement strategy in its organisation, covering each of the ten HELMA topic areas.
S 630.3.5	A monetary value or percentage amount is to be clearly identified within the <i>Contractor's</i> business/project strategy for the annual benefits expected to be delivered through the deployment of Lean CI. This is covered further under the maturity assessment topic and expanded upon within the HELMA supporting documents.
S 630.3.6	The <i>Contractor</i> submits its Lean Strategy Document to the <i>Client's</i> Lean team's programme management office within 6 months of the <i>starting date</i> . It is in the <i>Contractor's</i> interest to produce a Lean Strategy Document, as it carries a score in the HELMA moderation.

S 630.3.7	The <i>Contractor</i> carries out continuous data collection, self-assessment and evidence gathering. It is recommended that the <i>Contractor</i> self-assesses every scheme or project on each contract held with the <i>Client</i> (using SLCA) in order to produce a strong portfolio of evidence to support their self-assessed scores across its organisation (HELMA), to be moderated by the <i>Client</i> .
S 630.3.8	The <i>Contractor</i> and <i>Client</i> meet on a quarterly basis to review progress and conduct spot checks.
S 630.3.9	The <i>Contractor</i> submits its self-assessed score and justifying evidence for each HELMA topic area in a format agreed with the <i>Client's</i> Lean team. This must be submitted 4 weeks prior to each annual moderation for review by the <i>Client's</i> Lean moderators prior to HELMA taking place.
S 630.3.10	The <i>Client</i> moderates all large enterprises on an annual basis in a rolling programme. Moderation is conducted at organizational level, and not per contract, with timings to be agreed between the <i>Contractor</i> and the <i>Client's</i> Lean team's programme management office.
S 630.3.11	Following an annual HELMA/ SLCA moderation, the <i>Contractor</i> submits a Lean Improvement Action Plan (Lean IAP) within 3 months, taking due account of the <i>Client</i> moderator's comments contained in the moderation report.
S 630.3.12	On a monthly basis, the <i>Contractor</i> reports its progress against its Lean Improvement Action Plan, using an A3 format, via the Lean link (refer <b>Annex 02</b> ) to the <i>Client's</i> Lean team's programme management office.
S 630.3.13	The <i>Contractor</i> reviews its Lean Improvement Action Plan (Lean IAP) on a quarterly basis with a member of the <i>Client's</i> Lean team.
S 630.3.14	The <i>Contractor</i> engages with its supply chain to educate and embed Lean methodologies and techniques as identified in section S630.6 The Methods. Note supply chain here is both internal and external business partners.
S 630.3.15	The <i>Contractor</i> assesses the Lean maturity of its supply chain on an annual basis using the HELMA (Lite) assessment tool, recording the outcome of these assessments and providing feedback to the <i>Client's</i> Lean team's programme management office.
<b>S 630.4</b>	<b>Performance Measurement</b>
S 630.4.1	<p>The <i>Contractor</i></p> <ul style="list-style-type: none"> <li>captures and records the reductions in cost using the "Benefits Realisation Capture Form (BRCF)" (see link in <b>Annex 02</b>), in accordance with the <i>Client's</i> "Benefits Realisation Guide",</li> <li>captures and records the improvement activity on a Knowledge Transfer Pack (KTP); this ensures the results are recorded showing general details about the improvement, what the problem was, what the solution was, and what benefits were realised, including supporting calculations,</li> </ul>



	<ul style="list-style-type: none"> <li>ensures that the BRCF and KTP are lodged and recorded on the <i>Client</i> Lean Tracker. To lodge benefits on the tracker, access will require a request to the <i>Client</i>'s Lean team's programme management office and</li> <li>ensures that the efficiency savings generated through Lean deployment are clearly identified and lodged on the appropriate <i>Client</i> efficiency register and signed off at the appropriate assurance level by the <i>Client</i>'s Commercial and finance teams.</li> </ul>
<b>S 630.5</b>	<b>Training</b>
S 630.5.1	The <i>Client</i> supports the <i>Contractor</i> and <i>Client</i> staff with joint training sessions. The purpose of this joint training is to create fully integrated delivery teams, where the <i>Contractor</i> and the <i>Client</i> act as one in Providing the Service.
S 630.5.2	Lean Awareness and Structured Awareness training is to be provided by the <i>Client</i> 's Lean team. The organisation, coordination and provision of accommodation for the training is undertaken by the <i>Contractor</i> in conjunction with the <i>Client</i> 's Lean team programme management office.
<b>S 630.6</b>	<b>The Methods</b>
<b>Lean Continual Improvement</b>	
S 630.6.1	<p>The <i>Contractor</i>'s senior leaders and managers</p> <ul style="list-style-type: none"> <li>continually educate themselves in Lean, fully understand the direction for Lean within the contract, how this direction links to enterprise/project business strategy and objectives and actively participate in setting the Lean vision of the contract,</li> <li>identify within its Lean Strategy Document the Lean tools to be deployed, the numbers of employees to train to what levels of Lean capability, and where the coverage in the organisation, based upon the forecast benefits to be generated from Lean deployment in the Enterprise/Project business strategy,</li> <li>provide guidance to others, drive a culture of Lean CI and ensure that consistent and predictable engagement takes place at the Visual Performance Management boards and at Collaborative Planning milestone, phase and production meetings,</li> <li>undertake work place Waste Walks to demonstrate Lean leadership and the importance of CI to the organisation/project and</li> <li>continually reiterate the importance of Lean, take ownership, champion Lean culture and ensure governance is in place to monitor Lean progress against strategic Lean objectives, whilst also championing the implementation of the Lean IAP following a moderation.</li> </ul>
S 630.6.2	<b>Understanding customer value</b>

	<p>The <i>Contractor</i> actively seeks direct internal and external customer feedback on its performance from the <i>Client</i> and Others, using Lean tools, such as the Kano Analysis model. Note that this feedback consists of direct face to face discussion or surveys, where the <i>Contractor</i> proactively acquires understanding of the <i>Client</i> as its customer, and is independent of the Collaborative Performance Framework deployed by the <i>Client</i> on its Supply chain.</p>
S 630.6.3	<p><b>Understanding of processes and Value Streams</b></p> <p>The <i>Contractor</i> ensures that its Value Streams and processes have been identified, mapped, validated with owners and then assessed using actual performance data to remove waste from the process to drive continual improvement, whilst still ensuring the needs of the <i>Client</i> are met. It is recommended that these process reviews are done in conjunction with the <i>Client</i>, to ensure the entire Value Stream is analysed and optimised.</p>
S 630.6.4	<p><b>Use of Lean methodologies and tools</b></p> <p>The <i>Contractor</i> deploys, as a minimum, the following core set of Lean Continual Improvement techniques.</p> <ul style="list-style-type: none"> <li>• The Lean Collaborative Planning system, (Last Planner) both at a project and programme level, for the contract,</li> <li>• Visual Performance Management boards, at all levels, for driving and recording team and project performance and</li> <li>• Structured Problem solving using recognized techniques such as DMAICT (Define/Measure/Analyse/Improve/Control/Transfer phases).</li> </ul> <p>Sitting below each of these three methodologies is to be a range of supporting Lean tools for identifying waste and problem solving.</p>
<b>Structured Innovation</b>	
S 630.6.5	<p>The <i>Contractor</i> utilises a set of tools to expedite the generation of ideas, leading to rapid solutions for more efficient/improved ways of working, and executes a systematic, structured and disciplined approach to innovation as set out in the “Structured Innovation Guide” (see in <b>Annex 02</b>), although it is accepted that additional methods may be adopted by the <i>Contractor</i>.</p>
<b>S 635 Performance Management</b>	
S 635.1	<p>The <i>Service Manager</i> uses the current version of the ‘Collaborative Performance Framework’ (CPF) (see <b>Annex 02</b>) in order to accurately measure the its performance. The <i>Contractor</i> follows the processes set out in the “Guidance” sheet within the CPF toolkit and the relevant guidance documentation on the Supply Chain Portal (see link in <b>Annex 02</b>), in relation to the use of performance scores to drive improved performance. [Compiler note: The CPF is migrating to an online portal system for submitting CPF scores. While the principles will remain the same, replacement guidance on the new process will be issued to the successful</p>

	supplier.]
S 635.2	The <i>Contractor</i> uses the current version of the CPF, records performance against each of the relevant indicators in the CPF and assists the <i>Client</i> in the development of the CPF by proposing and developing ways in which improvements can be made to the CPF.
S 635.3	<p>The scores recorded by the <i>Contractor</i> against each CPF indicator are submitted to the <i>Service Manager</i> for moderation. Once moderated, the Contractor submits by return 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 Portal.</p> <p>The first CPF covers months 1-3 from the <i>starting date</i>, and are thereafter submitted quarterly.</p>
Performance review	
S 635.4	The <i>Contractor</i> undertakes a performance review addressing all aspects of performance on a quarterly basis, or as instructed by the <i>Service Manager</i> , in accordance with the CPF.
S 635.5	The Performance Level is 6 and is measured in accordance with the CPF.
S 635.6	Where the <i>Contractor's</i> performance is below the Performance Level, this is treated as a substantial failure by the <i>Contractor</i> to comply with its obligations under the contract.
S 635.7	The <i>Client</i> leads additional annual reviews to assess all aspects of <i>Contractor</i> performance and trends in performance indicators. The <i>Contractor</i> assists with any additional reviews as requested by the <i>Service Manager</i> .
S 635.8	Performance review against the CPF will include assessment of the achievement of specific requirements for delivery, accreditation and quality as set out in <b>Annex 18</b> .
S 635.9	Additional details about achieving the Performance Level together with the impact of not achieving the Performance Level is explained in 4.10.6 of <b>Annex 18</b> .
S 700 Tests and Inspections	
S 700.1	The Contractor will undertake and participate in the tests and inspections as set out in <b>Annex 18</b>
S 705 Tests and inspections	
S 705.1	Not Used

<b>S 710 Samples</b>	
S 710.1	Not Used
<b>S 715 Management of tests and inspections and provision of samples</b>	
S 715.1	Not Used
<b>S 720 Service Manager's procedures for inspection and watching tests</b>	
S 721.1	Not Used
<b>S 800 Management of the service</b>	
<b>S 805 Project team – Others</b>	
S 805.1	<p>The <i>Contractor</i> prepares and submits to the <i>Service Manager</i> for acceptance the following management plans and within the timescales indicated:</p> <ul style="list-style-type: none"> <li>• A communication plan defining the approach to be taken to deliver clear and prompt communication between the <i>Service Manager</i>, Auditor, the <i>Client's</i> Service Providers and the <i>Contractor</i>. The plan shall provide details of all key individuals, roles and activities. The plan will be reviewed and updated, as a minimum, at the commencement of each Survey Year. The communication plan demonstrates the approach to be taken by the <i>Contractor</i> to work alongside and collaboratively with the <i>Client</i> and the Auditor to deliver the underlying objectives of the contract, maintaining goodwill, and a partnering approach to fully deliver the needs of the <i>Client</i>.</li> <li>• An issues log to track issues arising in any component of the survey throughout the contract, including <ul style="list-style-type: none"> <li>• survey planning</li> <li>• delivering/carrying out the survey</li> <li>• equipment performance/maintenance</li> <li>• Quality Assurance</li> <li>• Accreditation</li> </ul> </li> <li>• The log is provided such that live monitoring can be undertaken by the Auditor and the <i>Service Manager</i> (e.g. via web access). It is updated regularly and in particular prior to each progress meeting.</li> </ul>
S 805.2	<p>The <i>Contractor</i> updates all management plans as necessary to ensure that they remain current in accordance with the requirements and plans for delivering the service. Updated management plans are submitted to the <i>Service Manager</i> for acceptance in accordance with the contract requirements for submitting the first plan, and within the timescales advised by the <i>Service Manager</i>.</p>
S 805.3	<p>The management plans will not be accepted should they not comply with the requirements as set out in <b>Annex 18</b>.</p>

<b>S 810 Communication system</b>	
<b>S 810.1</b>	<p>The Contractor provides a named single point of contact for the contract who will have the competency and authority to resolve issues. The named individual shall be reasonably accessible for communication with the <i>Service Manager</i> and the Auditor.</p> <p>The <i>Contractor</i> ensures that technical expertise is available throughout the contract to support the resolution of technical problems and who has the competency and authority to work with the <i>Service Manager</i> and the Auditor. A suitably competent technical expert will also attend all progress meetings. The <i>Contractor</i> ensures that the Employer's Service Providers are informed of the <i>Contractor's</i> intention to undertake Surveys within their Areas and when the surveys are being carried out</p>
S 810.2	Not Used
<b>S 811 Communication</b>	
S 811.1	Not Used
<b>S 812 Meetings</b>	
S 812.1	<p>Following the Contract Date, the <i>Contractor</i> convenes and attends monthly meetings with the <i>Service Manager</i>. The following attendees from the <i>Contractor</i> at these meetings are required unless otherwise agreed by the <i>Service Manager</i>:</p> <ul style="list-style-type: none"> <li>• <i>Contractor's</i> Manager,</li> <li>• Survey manager,</li> <li>• Technical manager/lead, and</li> <li>• support staff deemed necessary for the meeting or as requested by the <i>Service Manager</i>.</li> </ul>
S 812.2	The monthly meetings are held at a location to be agreed between the <i>Contractor</i> and the <i>Service Manager</i> .
S 812.3	The <i>Contractor</i> prepares the agenda for all meetings, establishes and documents the terms of reference for each meeting including workshops, and forwards the agenda to the <i>Service Manager</i> at least four (4) working days prior to the meeting.
S 812.4	The <i>Contractor</i> includes imperative moments (i.e. to keep health and safety, customer service and delivery in the forefront of all outputs) at the start of meetings, see S 105.
S 812.5	The <i>Contractor</i> ensures that customer service and health and safety issues are an agenda item at monthly review meetings.
S 812.6	The <i>Contractor</i> issues the agenda to the <i>Service Manager</i> at least four (4) days prior to the meeting, The <i>Contractor</i> prepares and issues minutes of the meeting/workshop to the <i>Service Manager</i> for acceptance within five (5) working days of the

	date of the meeting/ workshop. The minutes include an abbreviated action list with assigned responsibilities and timescales for action.
S 812.7	<p>The <i>Contractor</i> prepares and submits to the <i>Service Manager</i>, at least two (2) working days in advance of the meeting, a monthly progress report to include the following information:</p> <ul style="list-style-type: none"> <li>• a summary of Survey progress since the previous meeting;</li> <li>• an updated Survey Plan and timetable, with reasons for any changes;</li> <li>• a summary of any issues that have arisen since the previous meeting;</li> <li>• information related to project performance indicators;</li> <li>• budget forecast;</li> <li>• payment schedule including – agreement of compensation events;</li> <li>• insurance related issues;</li> <li>• Subcontractors;</li> <li>• quality matters;</li> <li>• Early Warning Register; and</li> <li>• Communications.</li> </ul>
<b>S 815 Management procedures</b>	
S 815.1	The <i>Contractor</i> includes a section on customer service in its monthly report to the <i>Service Manager</i> .
S 815.2	<p>The <i>Contractor</i> provides reports on the progress of the Surveys at weekly intervals. The progress reports, are delivered no more than 2 working days following the end of each week in which Surveys are carried out to the <i>Client</i> and the Auditor. They include the following information as a minimum:</p> <ul style="list-style-type: none"> <li>• the total length surveyed in the reporting week, broken down by area or DBFO, road number, Section Type and Lane.</li> <li>• the cumulative length surveyed, broken down by area or DBFO, and Section Type, and the cumulative length of the Network surveyed to date.</li> <li>• the cumulative length of Survey Data delivered, broken down by Area or DBFO, and Section Type.</li> <li>• a list of Survey Lanes within the Eligible Network which the <i>Contractor</i> was either unable to Survey or which the Contractor proposes not to Survey, together with the reason.</li> <li>• a list of Survey Lanes within the Eligible Network for which the <i>Contractor</i> was unable to deliver valid data, together with the reason.</li> <li>• reports of any accidents, incidents, equipment failures or breakdowns.</li> </ul>

	<ul style="list-style-type: none"><li>any issues that have arisen that may affect the accuracy of the Survey Data</li></ul>																				
<b>S 816 Deed of Novation</b>																					
S 816.1	If agreed by the <i>Client</i> , when the <i>Contractor</i> wishes to novate the contract to another contractor, it executes a novation agreement in the form specified in the Scope (or such other form as the <i>Client</i> may reasonably require).																				
S 816.2	If the new contractor is a non-English or Welsh registered, the <i>Contractor</i> gives the <i>Client</i> a legal opinion in support of new contractor. The legal opinion requirements are set out in section S 1602 (Legal Opinion).																				
<b>S 817 Reporting of Small and Medium Enterprises</b>																					
S 817.1	<p>For each Small, Medium &amp; Micro Enterprise (SME) employed on the contract, as defined in the table below: -</p> <table><tr><th>Company category</th><th>Staff headcount</th><th>Turnover</th><th>or</th><th>Balance sheet total</th></tr><tr><td>Medium size</td><td>&lt;250</td><td>&lt; £50 m</td><td></td><td>&lt; £43 m</td></tr><tr><td>Small</td><td>&lt;50</td><td>&lt; £10 m</td><td></td><td>&lt; £ 10 m</td></tr><tr><td>Micro</td><td>&lt;10</td><td>&lt; £2 m</td><td></td><td>&lt; £ 2m</td></tr></table> <p>the <i>Contractor</i> reports to the <i>Client</i> each quarter from the <i>starting date</i> until the end of the Service Period</p> <ul style="list-style-type: none"><li>the name of the SME,</li><li>the class of SME (Small, Medium or Micro),</li><li>the value of the contract undertaken by the SME,</li><li>the monthly amounts paid to the SME in the quarter and</li><li>the aggregated value paid to the SME since the <i>starting date</i>.</li></ul>	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
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																	
S 817.2	<p>The <i>Contractor</i> acknowledges that the <i>Client</i> may</p> <ul style="list-style-type: none"><li>publish the information supplied under this section, along with the <i>Contractor's</i> name and the name of the contract and</li><li>pass the information supplied under this section S 817 to any government department who may then publish it along with the names of the SMEs, the <i>Contractor's</i> name or the contract.</li></ul>																				
S 817.3	<p>The <i>Contractor</i> ensures that the <i>conditions of contract</i> for each subcontractor (at any stage of remoteness from the <i>Client</i>) who is an SME include</p> <ul style="list-style-type: none"><li>a term allowing the <i>Client</i> to publish the information supplied under this section and</li><li>obligations similar to those set out in this section.</li></ul>																				

<b>S 820 Contractor's application for payment</b>	
S 820.1	The <i>Contractor</i> provides a breakdown of the invoice in the format required by the <i>Service Manager</i> (see guidance in <b>Annex 18</b> ).
S 820.2	The <i>Contractor</i> notifies the <i>Service Manager</i> of the name and address of the <i>project bank</i> , the account name and number, the bank sort code and any other details required to make direct payments into that account.
<b>S 821 Earned Value Reporting</b>	
S 821.1	Not Used
<b>S 822 Cost verification</b>	
S 822.1	The <i>Contractor</i> allows the <i>Client</i> (or a forensic cost verification consultant engaged by the <i>Client</i> ) to review data relating to the assessment of Defined Cost (including Personal Data) within the Affected Property for the purpose of verifying the Defined Cost incurred.
S 822.2	The <i>Client</i> ensures that data viewed in the Affected Property for verification is adequately protected against the risk of accidental, unauthorised or unlawful processing, destruction, loss, damage, alteration or disclosure.
S 822.3	The <i>Contractor</i> obtains agreement from the data subject for the review of Personal Data within the Affected Property for verification.
<b>S 825 Format of Records</b>	
S 825.1	The <i>Contractor</i> creates and maintains and records in accordance with <b>Annex 18</b>
<b>S 826 Records and audit access</b>	
S 826.1	The <i>Contractor</i> keeps documents and information obtained or prepared by the <i>Contractor</i> or any Subcontractor in connection with the contract for a period of 6 years after the end of the Service Period.
S 826.2	The <i>Contractor</i> permits the <i>Client</i> and the Comptroller and Auditor General to examine documents held or controlled by the <i>Contractor</i> or any subcontractor (at any stage of remoteness from the <i>Client</i> ).
S 826.3	The <i>Contractor</i> provides such oral or written explanations as the <i>Client</i> or the Comptroller and Auditor General considers necessary.
S 826.4	This section 826 does not constitute a requirement or agreement for the purposes of section 6(3)(d) of the "National Audit Act 1983" (see link in <b>Annex 02</b> ) for the examination, certification or inspection of the accounts of the <i>Contractor</i> .



S 826.5	The <i>Contractor</i> records efficiencies within the “Efficiency Register” (see link in <b>Annex 02</b> ). It updates and submits the “Efficiency Register” to the <i>Service Manager</i> on a monthly basis.
<b>S 831 Provision of Price Information</b>	
S 831.1	Not Used
<b>S 845 Training</b>	
S 845.1	The <i>Client</i> provides relevant training as defined in <b>Annex 18</b> .
<b>S 900 Working with the <i>Client</i> and Others</b>	
<b>S 905 Sharing the Affected Property with the <i>Client</i> and Others</b>	
S 905.1	Not Used
<b>S 910 Co-operation</b>	
S 910.1	The <i>Contractor</i> co-operates with other suppliers in obtaining and providing information needed, according to the requirements of <b>Annex 18</b> .
S 910.2	Not Used
S 910.3	The <i>Contractor</i> shares information; communicates openly with the <i>Client</i> , continuously shares lessons learnt and achievements and enables embedded learning.
S 910.4	Not Used
<b>S 915 Co-ordination</b>	
S 915.1	Not Used
S 915.2	The <i>Contractor</i> programmes the <i>service</i> in a manner that minimises the impact on the customer, working in conjunction with the <i>Client’s</i> Major Projects and Operations Directorates.
S 915.3	Not Used
S 915.4	Not Used
S 915.5	The <i>Contractor</i> does not enter into commitments when dealing with third parties that might impose any obligations on the <i>Client</i> except with the consent of the <i>Client</i> .
S 915.6	Not Used

<b>S 920 Authorities and utilities providers</b>	
S 920.1	Not Used
<b>S 1000 Services and other things to be provided</b>	
<b>S 1005 Services and other things provided by the <i>Contractor</i> for the use by the <i>Client</i>, <i>Service Manager</i> or Others</b>	
S1005.1	No additional requirements or constraints for services and other things provided by the <i>Contractor</i> for the use of the <i>Client</i> , <i>Service Manager</i> or Others.
<b>S 1010 Services and other things provided by the <i>Client</i></b>	
S 1010.1	The <i>Client</i> provides the <i>Contractor</i> with access to its systems and Equipment as defined in <b>Annex 18</b> .
<b>S 1015 Equipment provided for the <i>Client's</i> use at the end of the Service Period</b>	
S 1015.1	Not Used
<b>S 1020 Information and other things provided at the end of the Service Period</b>	
S 1020.1	The Contractor provides access to the services at the end of the Service Period as defined in <b>Annex 18</b> .
<b>S 1100 Health and safety</b>	
<b>S 1105 Health Safety and Wellbeing Requirements</b>	
<b>S 1105.1</b>	<b>General Requirements</b>
S 1105.1.1	The <i>Contractor</i> complies with the <i>Client's</i> health, safety and wellbeing requirements as detailed in this section and in <b>Annex 02</b> (reference documents) to the Scope.
S 1105.1.2	The <i>Contractor</i> complies with and operates according to all relevant and prevailing health, safety and wellbeing legislation, considerations, guidance and industry best practice. The <i>Contractor</i> Provides the Service in a way that aligns to the <i>Client's</i> health, safety and wellbeing policies and initiatives.
<b>S 1105.2</b>	<b>Management of Health and Safety</b>
S 1105.2.1	<p>The <i>Contractor</i></p> <ul style="list-style-type: none"> <li>operates a health and safety management system in line with the requirements set out in Scope section S600) (Quality Management),</li> <li>documents the systems and fully and effectively implements the health and safety management system prior to the <i>starting date</i> and</li> <li>provides evidence to the <i>Service Manager</i> to demonstrate that the health</li> </ul>

	and safety management system is documented satisfactorily and is effectively implemented to meet the timescale stated above. The <i>Service Manager</i> may prevent the <i>Contractor</i> from starting any work until such evidence is provided.
S 1105.2.2	<p>The requirements for certification in general, of the <i>Contractor's</i> management systems are set out in Scope section S600 (Quality Management).</p> <p>The certification requirements for the <i>Contractor's</i> corporate health and safety system for the contract are</p> <p>The <i>Contractor</i></p> <ul style="list-style-type: none"> <li>• obtains certification from a body accredited by UKAS (or another body accepted by the <i>Service Manager</i>) of its corporate health and safety management system within 1 year of the <i>starting date</i>,</li> <li>• is not permitted to start any work until certification is gained unless the <i>Service Manager</i> has accepted that compliance to the standard is acceptable for a prescribed period and</li> <li>• submits to the <i>Service Manager</i> a copy of all certificates within one week after it is obtained. If the <i>Contractor</i> already holds such certification at the <i>starting date</i>, the <i>Contractor</i> submits to the <i>Service Manager</i> a copy of all certificates within one week of the <i>starting date</i>.</li> </ul>
S 1105.2.3	The <i>Contractor</i> operates and develops its health and safety management system to meet the <i>Client's</i> requirements. The <i>Contractor</i> provides consistency of approach and interoperability with other stakeholders where appropriate, ensuring activities are consistent between all stakeholders, allowing seamless provision of <i>service</i> between different sites.
S 1105.2.4	The <i>Contractor's</i> health and safety management system forms part of the <i>Contractor's</i> Quality Plan.
<b>S 1105.3</b>	<b><i>Contractor's</i> occupational health management system</b>
S 1105.3.1	<p>The <i>Contractor</i>:</p> <ul style="list-style-type: none"> <li>• operates an occupational health management system in line with requirements of the Health and Safety Executive's (HSE) prevailing construction occupational health management model, "Essentials of Managing Construction Health Risks" and</li> <li>• at the <i>Service Manager's</i> request, participates in working groups to improve health and safety management performance in relation to the following topics <ul style="list-style-type: none"> <li>• designing for health and safety in buildability and operability and maintenance,</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>• construction health and safety improvement and</li> <li>• sustainable design and sustainable construction.</li> </ul>
S 1105.3.2	<p>If, in the opinion of the <i>Client</i>, the <i>Contractor</i> is Providing the Service in an unsatisfactory manner or commits a breach of</p> <ul style="list-style-type: none"> <li>• any prevailing legislation or,</li> <li>• the <i>Contractor's</i> health and safety management system or,</li> <li>• a subcontractor's health and safety management system or,</li> <li>• the <i>Client's</i> health and safety management system,</li> </ul> <p>the <i>Service Manager</i> notifies the <i>Contractor</i> and raises the issue formally via the Quality Management Points system and the <i>Client's</i> health and safety management system assurance process.</p>
S 1105.3.3	<p>The notification provided by the <i>Service Manager</i> to the <i>Contractor</i> sets out the breach or breaches identified with reasons and outlines the minimum steps required by the <i>Contractor</i> to rectify the breach, and a date for rectifying.</p>
S 1105.3.4	<p>Where the <i>Contractor</i> has been given notification of a breach, the <i>Contractor</i> rectifies the breach or failure to Provide the Service, in a satisfactory manner, by the date specified by the <i>Service Manager</i>. The <i>Contractor</i> corrects other breaches that are not notified by the <i>Client</i>.</p>
<b>S 1105.4</b>	<b>Subcontractors' health and safety management systems</b>
S 1105.4.1	Not Used
<b>S 1105.5</b>	<b>Health, safety and wellbeing culture and communication</b>
S 1105.5.1	<p>The <i>Contractor</i> ensures that it creates a culture and communications that align to the <i>Client's</i> "Home Safe and Well" approach.</p> <p>The <i>Contractor</i></p> <ul style="list-style-type: none"> <li>• provides relevant health and safety training, including induction, to relevant Staff and visitors to ensure compliance with prevailing health and safety legislation and approved codes of practice,</li> <li>• establishes, operates and delivers health and safety employee consultation arrangements to its employees in accordance with applicable prevailing health and safety legislation,</li> <li>• operates a behavioural safety programme, measured against the supply chain health, safety and wellbeing maturity matrix and</li> <li>• participates in <i>Client</i> / supply chain events, programmes and initiatives as appropriate and if requested by the <i>Service Manager</i>.</li> </ul>

<b>S 1105.6</b>	<b>Health and safety exchange of information</b>
S 1105.6.1	The <i>Client</i> provides information requested by the <i>Contractor</i> to enable the <i>service</i> to be performed in a safe and legally compliant manner.
S 1105.6.2	The <i>Contractor</i> provides information in the frequency and format specified in the contract, or if a different frequency and format is required, as specified by the <i>Service Manager</i> .
S 1105.6.3	The <i>Contractor</i> immediately brings to the attention of the <i>Service Manager</i> any issue or potential issue that may have a detrimental impact on the health, safety and wellbeing of any stakeholders.
<b>S 1105.7</b>	<b>Health and safety resources</b>
S 1105.7.1	The <i>Contractor</i> retains sufficient competent health and safety resource as part of its management structure.
S 1105.7.2	<p>The minimum requirements for the <i>Contractor's</i> health and safety resources are that their leads</p> <ul style="list-style-type: none"> <li>• have chartered membership of The Institution of Occupational Safety and Health (IOSH),</li> <li>• are qualified to National Examination Board in Occupational Safety and Health (NEBOSH) diploma standard (or higher),</li> <li>• have a demonstrable working knowledge of prevailing health and safety legislation, guidance and approved codes of practice relevant to the <i>service</i> and</li> <li>• have the appropriate level of competence, training and demonstrable experience in the field for which they are Providing the Service.</li> </ul>
<b>S 1105.8</b>	<b>Health &amp; safety competence of <i>Contractor's</i> employees</b>
S 1105.8.1	The <i>Contractor</i> ensures that its employees are competent to Provide the Service and upon request provides the <i>Service Manager</i> with information about the <i>Contractor's</i> arrangements for assuring employee competence and with employee training records.
S 1105.8.2	Before commencement of the <i>service</i> the <i>Contractor</i> provides the <i>Service Manager</i> with a statement (signed by a person authorised to sign tenders on behalf of the company) to confirm that all the <i>Contractor's</i> employees and subcontractors (at any stage of remoteness from the <i>Client</i> ) are competent to undertake the roles that they are assigned to, to deliver the <i>service</i> . The <i>Contractor</i> provides further signed statements to the <i>Service Manager</i> when any new <i>Contractor</i> employees are appointed or assigned to deliver the <i>service</i> .

S 1105.8.3	For roles where no suitable recognised competence standards exist, the <i>Contractor</i> provides information against the criteria and method it has used to provide assurance of the competence of its employee for those roles.
<b>S 1105.9</b>	<b>Health and Safety in Construction</b>
S 1105.9.1	Not applicable
<b>S 1105.10</b>	<b>Incident Reporting and Investigation</b>
S 1105.10.1	The <i>Contractor</i> complies with the <i>Client's</i> Guidance GG128 "Requirements for reporting incidents, events and undesirable circumstances: health, safety, wellbeing, structural and environmental" or its later update or replacement, including any time periods required by GG128 (see link in <b>Annex 02</b> ). If a time period is not specified in GG128 then the <i>period of reply</i> applies unless agreed otherwise by the <i>Service Manager</i> .
S 1105.10.2	Following the notification of an incident, the <i>Contractor</i> , in line with the <i>Client's</i> standards, determines if a formal investigation is required, and follows the notification, investigation and reporting procedures as set out therein.
S 1105.10.3	The <i>Contractor</i> undertakes investigations to identify root cause(s) of the incident with an independent competent person who has relevant training, knowledge and experience in effective accident/incident investigation.
S 1105.10.4	Nothing prevents the <i>Contractor</i> from carrying out its own (additional) investigation of an incident, and in such case, the <i>Contractor</i> provides a copy of its completed incident report to the <i>Client</i> .
S 1105.10.5	The incident report provides <ul style="list-style-type: none"> <li>• root cause identification and analysis on the circumstances surrounding the accident/ incident and any remedial measures to be taken in order to prevent a reoccurrence and</li> <li>• relevant photographs and statements</li> </ul> as an integral part of the report.
S 1105.10.6	Where the <i>Contractor</i> is compiling a draft investigation report, the <i>Contractor</i> discusses the findings of the draft report with the <i>Service Manager</i> prior to the production of the final draft of such a report.
S 1105.10.7	The <i>Contractor</i> implements applicable recommendations arising from incident investigations within the timescales agreed with the <i>Service Manager</i> .
S 1105.10.8	The <i>Client</i> has the right to investigate any incidents wherever they may occur.
S 1105.10.9	The <i>Contractor</i> provides the <i>Client</i> unrestricted access at all reasonable times to the facilities, equipment, materials, employees and records of the <i>Contractor</i> or the

	subcontractor (at any stage of remoteness from the <i>Client</i> ) for this purpose (subject to any statutory or contractual obligation prohibiting this access).
S 1105.10.10	The <i>Contractor</i> provides a copy of all documents related to an incident to the <i>Service Manager</i> in accordance with the timescales set out in GG128 Requirements (see link at <b>Annex 02</b> ). If the <i>Contractor</i> is unable to disclose documents to the <i>Client</i> or <i>Service Manager</i> , the <i>Contractor</i> provides legal advice that confirms that the documents cannot be released for legal reasons.
S 1105.10.11	The <i>Contractor</i> ensures that all subcontracts (at any stage of remoteness from the <i>Client</i> ) contain requirements reflecting subparagraphs 1 and 10 above.
<b>S 1105.11</b>	<b>Health and Safety Inspections</b>
S 1105.11.1	<p>The <i>Contractor</i></p> <ul style="list-style-type: none"> <li>• carries out formal safety inspections of the survey equipment and its operation as agreed with the <i>Service Manager</i> and documents the findings of these inspections,</li> <li>• ensures that only competent persons carry out inspections and</li> <li>• takes effective actions to ensure that any issues identified during inspections are effectively addressed within the timescales agreed with the <i>Service Manager</i>.</li> </ul>
<b>S 1105.12</b>	<b>Health and Safety Management Audit</b>
S 1105.12.1	The <i>Contractor</i> allows the <i>Service Manager</i> unrestricted access during contracted hours to the premises, equipment, materials, employees and records of the <i>Contractor</i> and any subcontractors (at any stage of remoteness from the <i>Client</i> ) (unless a statutory or contractual obligation prohibits the disclosure of any such records) to audit any, or all of the <i>Contractor's</i> health and safety management systems. The <i>Contractor</i> includes, in all subcontracts, the rights of access for the <i>Service Manager</i> .
S 1105.12.2	The <i>Contractor</i> implements all recommendations from these audits that are agreed with the <i>Client</i> within a timescale mutually agreed between the <i>Client</i> and the <i>Contractor</i> .
<b>S 1105.13</b>	<b>Construction Design and Management (CDM) Regulations 2015 compliance</b>
S 1105.13.1	Not Used
<b>S 1105.14</b>	<b>Medical Fitness</b>
S 1105.14.1	The <i>Contractor</i> advises the <i>Service Manager</i> of any known medical disability or condition of any <i>Contractor</i> employees, or subcontractor's employees, or employees of any other related party, which is to be risk assessed and effective controls put in place to ensure their own health, safety and wellbeing and the health, safety and wellbeing of others.

S 1105.14.2	When requested by the <i>Service Manager</i> , the <i>Contractor</i> provides such information and other evidence (anonymised and with consideration given to the protection of Personal Data at any stage of remoteness from the <i>Client</i> ) as may be reasonably required by the <i>Client</i> to demonstrate compliance with the above requirement.
<b>S 1105.15</b>	<b>Health Assessment and Control</b>
S 1105.15.1	The <i>Contractor</i> ensures that its direct employees are provided with such health surveillance as appropriate, having regard to the risks to their health and safety which are identified by a risk assessment and in accordance with prevailing health and safety and other relevant legislation.
S 1105.15.2	The <i>Contractor</i> makes wellbeing services available to its employees and supply chain as identified by the risk assessment and as appropriate, taking into consideration the nature of work and duration, and in line with, but not exhaustive of, the <i>Service Manager's</i> instructions to make wellbeing services available.
S 1105.15.3	The <i>Contractor</i> monitors and records working days lost due to illness and stress-related conditions and introduces management systems for minimising ill health. This data is supplied on request to the <i>Service Manager</i> .
<b>S 1105.16</b>	<b>Alcohol and Substance Abuse</b>
S 1105.16.1	The <i>Contractor</i> ensures that its employees, whilst engaged in Providing the Service, are not at any time in possession of, and are not under the influence of any intoxicating substance ('Prohibited Substance'). This requirement does not apply where the <i>Contractor's</i> employees possess a Prohibited Substance for bona fide medical reasons for which the <i>Service Manager</i> has given acceptance for such <i>Contractor</i> employees to be engaged in Providing the Service.
S 1105.16.2	The <i>Contractor</i> notifies the <i>Service Manager</i> of any its employees who are undergoing a voluntary detoxification/rehabilitation programme. The <i>Client</i> has the right to prevent such <i>Contractor's</i> employees from Providing the Service if it considers that there is a risk to the Health, Safety and Wellbeing of that employee or any other person involved in Providing the Service or a risk to the satisfactory delivery of the service.
S 1105.16.3	Where the <i>Service Manager</i> is of the opinion, that any of the <i>Contractor's</i> employees (or any subcontractors involved in Providing the Service) may be in possession of, have taken, or are under the influence of any Prohibited Substance while Providing the Service, the <i>Service Manager</i> instructs the <i>Contractor</i> to perform a drug and alcohol test using the following as appropriate of such <i>Contractor</i> employees <ul style="list-style-type: none"> <li>• breath testing by breathalyser,</li> <li>• urine testing by urinalysis and,</li> </ul>



	<ul style="list-style-type: none"> <li>a search of personal possessions/ work area of such <i>Contractor</i> employees for evidence of a prohibited substance.</li> </ul>
<b>S 1105.17</b>	<b>Health and Safety Charity-based Incentive Schemes</b>
S 1105.17.1	The <i>Contractor</i> adopts “charity-based incentive schemes” covering local and national charities if requested to do so by the <i>Client</i> .
<b>S 1105.18</b>	<b>Supply Chain Maturity Matrix Action Plan</b>
S 1105.18.1	If the <i>Contractor</i> (or where there is a joint venture, each Consortium Member) does not have an agreed “Supply Chain Maturity Matrix Action Plan” (‘SCMM Action Plan’) with the <i>Client</i> , the <i>Contractor</i> (or each Consortium Member) delivers a “SCMM Action Plan” and submits it to the <i>Service Manager</i> not later than six weeks following the <i>starting date</i> . The process to be followed is set out in the “SCMM Process” document referenced in <b>Annex 02</b> .
S 1105.18.2	<p>The “SCMM Action Plan” is based on the “Supply Chain Maturity Matrix” (‘SCMM’) and the associated implementation plan(s) produced by the <i>Contractor</i> (or each Consortium Member).</p> <p>The “SCMM Action Plan” details specific actions to be taken under the contract by the <i>Contractor</i> (or each Consortium Member) and its subcontractors (at any stage of remoteness from the <i>Client</i>) in order to support delivery of the improvements identified in the implementation plan(s) for the <i>Contractor</i> (or each Consortium Member).</p>
S 1105.18.3	The <i>Contractor</i> (or each Consortium Member) updates their “SCMM Action Plan” in line with and to support delivery of the improvements identified in, the implementation plan(s) and on each anniversary of the Contract Date. The annual updates are based on the updated SCMM and implementation plan(s) produced by the <i>Contractor</i> (or each Consortium Member). A SCMM Action Plan template can be found in <b>Annex 02</b> .
S 1105.18.4	The <i>Contractor</i> (or each Consortium Member) keeps a controlled copy of the “SCMM Action Plan” available for inspection by the <i>Client</i> at all times.
S 1105.18.5	<p>The <i>Service Manager</i> notifies the <i>Contractor</i> (or a Consortium Member) if at any time the <i>Client</i> considers that the “SCMM Action Plan”</p> <ul style="list-style-type: none"> <li>does not comply with the requirements of the contract or</li> <li>is not capable of delivering the improvements identified in the implementation plan(s).</li> </ul>
S 1105.18.6	Following such notification, the <i>Contractor</i> (or each Consortium Member) reviews the “SCMM Action Plan” and reports to the <i>Service Manager</i> setting out proposed changes. If the <i>Service Manager</i> accepts the proposals, the “SCMM Action Plan” is changed within agreed timescales.

S 1105.18.7	If the <i>Contractor</i> (or where there is a joint venture, each Consortium Member) does not have an agreed “SCMM Action Plan” with the <i>Client</i> , the <i>Contractor</i> (or each Consortium Member) delivers a SCMM Action Plan and submits it to the <i>Service Manager</i> within six weeks following the <i>starting date</i> .
<b>S 1105.19</b>	<b>Management of Road Risk</b>
S 1105.19.1	The <i>Contractor</i> ensures that it has systems in place for the effective management of occupational road safety and road risk in accordance with guidance provided by the HSE or other relevant industry guidance (see link in <b>Annex 02</b> ) and in line with S1100.20 (DfBB) below.
S 1105.19.2	The <i>Contractor’s</i> road safety management system has provision for assessing traffic management, driver competence and eligibility, driver safety training, vehicle maintenance and accident and incident investigation.
<b>S 1105.20</b>	<b>Driving for Better Business (DfBB)</b>
S 1105.20.1	<p>The <i>Contractor</i>, as part of its organisation’s health and safety at work programme</p> <ul style="list-style-type: none"> <li>• complies with an Accredited Scheme(s) or Standard for Managing “Work-Related Road Risk” (WRRR) (i.e the current WRRR standards and accreditations ISO 39001, CLOCS, FORS, Van Excellence, Earned Recognition) (See <b>Annex 01</b>),</li> <li>• provides evidence of this to the <i>Service Manager</i>,</li> <li>• manages WRRR to the appropriate standard for the <i>service</i> that are being provided, and in line with S1100.19.1 above and</li> <li>• aligns, through DfBB collaboration, the WRRR standards and accreditations, to provide greater rigour, through renewed focus and audits, to reduce safety alerts.</li> </ul>
S 1105.20.2	<p>Within six months of the Contract Date the <i>Contractor</i></p> <ul style="list-style-type: none"> <li>• registers with the “Driving for Better Business” (DfBB) programme,</li> <li>• undertakes the DfBB risk assessment and gap analysis of their ‘driving at work’ activities which covers all drivers and vehicles that may be used on business,</li> <li>• implements a ‘driving for work’ policy that <ul style="list-style-type: none"> <li>○ complies with HSE guidance,</li> <li>○ applies to all areas of the business,</li> <li>○ applies to all types of driving undertaken,</li> <li>○ is communicated effectively to all employees who may drive for business purposes and</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>○ includes a statement from their chief executive officer (CEO) or board director responsible for WRRR that outlines the importance attached to work-related road safety,</li> <li>• implements an effective system for measuring and monitoring the activity of the survey equipment driver and vehicle compliance. This includes as a minimum <ul style="list-style-type: none"> <li>○ records of crashes and investigation results,</li> <li>○ driver training or education supplied,</li> <li>○ driver licence checking and relevant insurance checking,</li> <li>○ employee policy acceptance and</li> <li>○ vehicle checks and defect reporting,</li> </ul> </li> <li>• implements an effective system for ensuring the same level of awareness regarding WRRS and compliance with HSE guidance through any subcontractors involved in Providing the Service.</li> <li>• completes (and ensures that all its subcontractors complete) the <ul style="list-style-type: none"> <li>○ “Driving for Better Business (DfBB) Leadership Statement” (commitment) (see link in <b>Annex 02</b>) (This is a self-declaration that they manage WRRS to the minimum acceptable level. The <i>Contractor</i> takes any required measures to ensure that declarations are correct.),</li> </ul> </li> <li>• demonstrates to the <i>Client</i> the reduction of collisions, incidents or instances of non-compliance year on year, or provides a reasonable explanation if this is not the case and</li> <li>• includes these requirements and ensures their compliance in all subcontracts (at any stage of remoteness from the <i>Client</i>.)</li> </ul>
S 1105.20.3	<i>The Contractor</i> shares knowledge and best practice with the DfBB community where appropriate or as advised by the <i>Service Manager</i> and attends any related events/ initiatives as instructed by the <i>Service Manager</i> .
<b>S 1105.21</b>	<b>Security</b>
S 1105.21.1	The <i>Contractor</i> obtains the consent of its employees to the searching at any time by an authorised representative of the <i>Client</i> , of their person or their property or of any article including, without limitation, any container, package, box, holdall, suitcase or vehicle which is in the possession or use of <i>Contractor's</i> employees on the <i>Client's</i> premises/ property, or being retained by the <i>Client</i> on behalf of the <i>Contractor</i> or <i>Contractor's</i> employees.
S 1105.21.2	Any person not complying or unwilling to comply with the requirements above, is removed from the <i>Client's</i> premises/ property and not permitted access to the <i>Client's</i> premises/ property

<b>S 1105.22</b>	<b>Supply Chain Safety Leadership Group</b>
S 1105.22.1	Not Used
<b>S 1105.23</b>	<b>Home Safe and Well Approach</b>
S 1105.23.1	<p>The <i>Contractor</i> submits to the <i>Service Manager</i> for acceptance, a strategy of how it will operate around the <i>Client's</i> "Home Safe and well" approach.</p> <p>The <i>Contractor</i> commits and contributes to the <i>Client's</i> "Home Safe and Well" approach by defining their own commitment to getting everyone home safe and well and considers where a positive difference can be added.</p> <p>The <i>Contractor</i></p> <ul style="list-style-type: none"> <li>• considers how its role in connecting the country can really make a difference and embeds safety as the first imperative across all areas of responsibility,</li> <li>• recognises and encourages the good behaviours that enable the culture change required to achieve our vision and deliver the objectives of the organisation,</li> <li>• engages and collaborates as appropriate with the wider business, supply chain and other stakeholders to promote health, safety and wellbeing, recognising behaviours that bring "Home Safe and Well" to life,</li> <li>• is responsible and accountable for the health, safety and wellbeing of those employed by the <i>Contractor</i> and those the <i>Contractor</i> works with and</li> <li>• embeds the "Home Safe and Well" approach within the "Supply Chain Maturity Matrix" (SCMM) and associated implementation and action plans.</li> </ul>
<b>S 1105.24</b>	<b>Deleterious and hazardous materials</b>
S 1105.24.1	Not Used.
<b>S 1105.25</b>	<b>"Highways England Passport Scheme"</b>
S 1105.25.1	<p>The <i>Client</i> (and the "Supply Chain Safety Leadership Group" (SCSLG)) endorses the full implementation of the "Highways England Passport Scheme" (see link in <b>Annex 02</b>) to evidence training and competence.</p> <p>The <i>Client</i> actively encourages all suppliers to sign up within six months of the <i>starting date</i>.</p> <p>The "Highways England Passport Scheme" has 2 parts:</p> <ol style="list-style-type: none"> <li>1. <b>The Smartcard/System</b>, a single database accessible by all applicable</li> </ol>

	<p>license holders with the ability to record training, competence, tool box talks, notify expiry dates, data sharing and migration on individuals moving between service providers that can be read by a variety of mobile or fixed access card readers;</p> <p>2. <b>The Highways Common Induction (HCI)</b>, to provide a baseline understanding of the common hazards on the <i>Client's</i> network, reducing the induction process repeated on every project by removing the content that is common to all sites.</p> <p>More information on the passport scheme and full information on how to join can be found on the link in <b>Annex 02</b></p>
<b>S 1110 Method Statements</b>	
S 1110.1	Requirements for Method Statements are described in <b>Annex 18</b> .
<b>S 1115 Legal Requirements</b>	
S 1115.1	Not Used
<b>S 1120 Inspections</b>	
S 1120.1	Not Used
S 1120.2	The <i>Client</i> reserves the right to inspect the Health and Safety policy and documentation at any time. The <i>Contractor</i> co-operate's within reason.
<b>S 1125 Deleterious and hazardous materials</b>	
S 1125.1	Not Used
<b>S 1130 Pre-Construction Information</b>	
S 1130.1	Not Used
<b>S 1200 Subcontracting</b>	
<b>S 1205 Restrictions or requirements for subcontracting</b>	
S 1205.1	Except as required by the operational requirements of a Category Purchase Agreement, or 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 <i>Contractor</i> obtains a minimum of three (3) competitive written quotations for the appointment of any subcontractor or supplier for services with a subcontract value in excess of £10,000.
S 1205.2	The <i>Contractor</i> includes a provision in all subcontracts stating that retention is not deducted from any amount due to the Subcontractor and procures that its Subcontractors and subcontractors (at any stage of remoteness from the <i>Client</i> )

	do the same.
S 1205.3	The <i>Contractor</i> ensures that all subcontractors (at any stage of remoteness from the <i>Client</i> ) who satisfy the requirements at S1205.1 are given the opportunity to become Named Suppliers.
S 1205.4	The <i>Contractor</i> may propose to the <i>Service Manager</i> that a subcontractor (at any stage of remoteness from the <i>Client</i> ) is not a Named Supplier. A reason for not accepting the <i>Contractor's</i> proposal is that it is practicable for the subcontractor (at any stage of remoteness from the <i>Client</i> ) to be a Named Supplier.
S 1205.5	The <i>Contractor</i> ensures that all subcontracts with subcontractors (at any stage of remoteness from the <i>Client</i> ) (that are not competitively awarded pre-existing agreements) use an NEC form of contract and that any subcontracts (at any stage of remoteness from the <i>Client</i> ) have terms and conditions that align with the contract.
S 1205.6	The <i>Contractor</i> may propose to the <i>Service Manager</i> that a subcontract used to appoint a subcontractor (at any stage of remoteness from the <i>Client</i> ) is not a NEC form of contract. The <i>Contractor</i> does not appoint a subcontractor (at any stage of remoteness from the <i>Client</i> ) using a contract form other than NEC unless the <i>Service Manager</i> has accepted the <i>Contractor's</i> proposal. A reason for not accepting the <i>Contractor's</i> proposal is that it is practicable for the subcontract to be an NEC form.
S 1205.7	<p>The <i>Contractor</i> submits the proposed</p> <ul style="list-style-type: none"> <li>• Contract Data and Scope if an NEC form of contract is used or</li> <li>• the full subcontract if an NEC form is not used</li> </ul> <p>for each subcontract of a subcontractor (at any stage of remoteness from the <i>Client</i>) to the <i>Service Manager</i> for acceptance, and for the purposes of clause 24.4 (where main Option C or E applies) this paragraph is the <i>Service Manager's</i> instruction to the <i>Contractor</i> to make the submission. A reason for not accepting the Contract Data and Scope or the full subcontract (as the case applies) is</p> <ul style="list-style-type: none"> <li>• it does not comply with the obligations of the contract,</li> <li>• it does not align with the risk transfer of the contract or</li> <li>• in the opinion of the <i>Service Manager</i> it has too high a risk transfer to the proposed subcontractor.</li> </ul>
S 1205.8	The <i>Contractor</i> ensures that any subsubcontract of a subcontractor (at any stage of remoteness from the <i>Client</i> ) is capable of being novated to a replacement contractor.
S 1205.9	The <i>Contractor</i> may propose to the <i>Service Manager</i> that a subcontract of a subcontractor (at any stage of remoteness from the <i>Client</i> ) is not capable of being novated to a replacement contractor. The <i>Contractor</i> does not award such a subcontract that is not capable of being novated to a replacement contractor unless

	the <i>Service Manager</i> has accepted the <i>Contractor's</i> proposal. A reason for not accepting the <i>Contractor's</i> proposal is that it is practicable for the subcontract to be novated to a replacement contractor.
S 1205.10	When requested by the <i>Service Manager</i> , the <i>Contractor</i> executes or procures the relevant subcontractors (at any stage of remoteness from the <i>Client</i> ) executes, an agreement in the form the <i>Client</i> may reasonably require, to novate the benefit and burden of a subcontract to a replacement contractor.
S 1205.11	The <i>Contractor</i> awards any Subcontract on the basis of the most economically advantageous tender (within the meaning of the Public Contracts Regulations 2015 and the Treaty on the Functioning of the European Union (TFEU)) following a fair, transparent and competitive process proportionate to the nature and value of the subcontract. The <i>Contractor</i> conducts the financial assessment of any subcontract tenders on a whole life cost basis.
S 1205.12	The <i>Contractor</i> submits the proposed assessment criteria, assessment methodology and scoring methodology for any proposed subcontract to the <i>Service Manager</i> for acceptance before advertising any proposed subcontract.
S 1205.13	A reason for the <i>Service Manager</i> not accepting the submission is that the proposed assessment criteria, assessment methodology or scoring methodology <ul style="list-style-type: none"> <li>• are not transparent (as defined in the Public Contracts Regulations 2015),</li> <li>• do not allow equal treatment of all tenderers (as defined in the Public Contracts Regulations 2015) or</li> <li>• do not comply with the contract</li> </ul>
S 1205.14	Before advertising any proposed subcontract, the <i>Contractor</i> submits to the <i>Service Manager</i> for acceptance <ul style="list-style-type: none"> <li>• the proposed subcontract in full and</li> <li>• a report demonstrating how the proposed subcontract meets all the obligations and requirements for a subcontract under the contract.</li> </ul>
S 1205.15	A reason for the <i>Service Manager</i> not accepting the proposed subcontract is that it does not meet the obligations or requirements of the contract.
S 1205.16	The <i>Contractor</i> submits to the <i>Service Manager</i> for acceptance the name of the proposed subcontractor and a report demonstrating <ul style="list-style-type: none"> <li>• how the proposed appointment complies with the contract,</li> <li>• how the proposed subcontractor demonstrates and meets the assessment criteria and</li> </ul> <p>how the assessment methodology and scoring methodology have been complied with.</p>

S 1205.17	<p>A reason for the <i>Service Manager</i> not accepting the proposed appointment of a subcontractor is that</p> <ul style="list-style-type: none"> <li>• the tender assessment does not comply with the accepted assessment methodology or scoring methodology,</li> <li>• the tender assessment does not demonstrate how the subcontractor meets the assessment criteria,</li> <li>• the subcontractor's appointment does not allow the <i>Contractor</i> to Provide the Service or</li> </ul> <p>the subcontractor's appointment does not comply with the contract.</p>
S 1205.18	<p>In procuring all subcontracts, the <i>Contractor</i> takes into account</p> <ul style="list-style-type: none"> <li>• compliance by the subcontractor with <ul style="list-style-type: none"> <li>○ health and safety legislation,</li> <li>○ welfare legislation or</li> <li>○ employment legislation,</li> </ul> </li> <li>• environmental outcomes including <ul style="list-style-type: none"> <li>○ the minimisation of carbon embodied and emitted in the materials or products supplied and services performed to Provide the Works, and</li> <li>○ sustainable sourcing of materials</li> </ul> </li> <li>• social value including <ul style="list-style-type: none"> <li>○ the social integration of disadvantaged workers or members of vulnerable groups among the staff performing the contract and used to Provide the Service, such as the long-term unemployed (defined as people who have been unemployed for 12 months or more) and</li> <li>○ the subcontractor's commitment to provide training in the skills needed to perform any subcontract or to Provide the Service, such as the hiring of apprentices and</li> </ul> </li> <li>• the whole life cost and cost-effectiveness of any materials or products used in or to Provide the Service, including the cost (measured over the life-cycle of the material or product in question) of <ul style="list-style-type: none"> <li>○ transport or transportation,</li> <li>○ insurance,</li> <li>○ assembly and construction, disposal and</li> <li>○ use, including <ul style="list-style-type: none"> <li>▪ the cost of energy and other resources,</li> <li>▪ maintenance costs and</li> </ul> </li> </ul> </li> </ul>



	<ul style="list-style-type: none"> <li>▪ costs associated with environmental impacts, including the cost of any emissions in its production or manufacture, <ul style="list-style-type: none"> <li>○ recycling and disposal.</li> </ul> </li> <li>• the interests of stakeholders affected by the Works including <ul style="list-style-type: none"> <li>○ delays or inconvenience to road users and</li> <li>○ environmental impacts to residents.</li> </ul> </li> </ul>
<b>Structural Steelwork</b>	
S 1205.19	Not Used
<b>Criteria for the submission and award of a Relevant Subcontract</b>	
S 1205.20	Not Used
<b>Other specific requirements and constraints</b>	
S 1205.21	Not Used
<b>S 1206 Prompt Payment</b>	
S 1206.1	<p>The <i>Contractor</i> includes in the subcontract with each subcontractor (at any stage of remoteness from the <i>Client</i>)</p> <ul style="list-style-type: none"> <li>• requiring payment to be made within a specified period not exceeding 30 days from and including the date of receipt of the subcontractor's application for payment (save that the amount payable in respect of that application shall be subject to a valid payment notice (or valid pay less notice where appropriate) as required by the Housing Grants, Construction and Regeneration Act 1996 (as amended),</li> <li>• a requirement that any invoices for payment submitted by the subcontractor are considered and verified by the <i>Contractor</i>, or (in respect of any subcontract below the first tier) the payer under the relevant subcontract, in a timely manner and that any undue delay in doing so will not in itself be sufficient justification for failing to treat an invoice as being valid and undisputed under the subcontract requirements and</li> <li>• a provision requiring the subcontractor to assess the amount due to a subcontractor (at any stage of remoteness from the <i>Client</i>) without taking into account the amount paid to the <i>Contractor</i>, or (in respect of any subcontract below the first tier) the payer under the relevant subcontract.</li> </ul>
S 1206.2	<p>The <i>Contractor</i> notifies non-compliance with the timescales for payment</p> <ul style="list-style-type: none"> <li>• to the <i>Client</i>,</li> <li>• to the <i>Service Manager</i> and</li> <li>• through the Government's Public Procurement Review Service (formerly</li> </ul>

	<p>known as the Mystery Shopper Service).</p> <p>The <i>Contractor</i> includes this provision in each subcontract and requires subcontractors (at any stage of remoteness from the <i>Client</i>) to include the same provision in each subsubcontract with the intention that all subcontractors (at any stage of remoteness from the <i>Client</i>) include the same provision.</p>
<b>S 1210 Acceptance procedures</b>	
S 1210.1	Not Used
<b>S 1211 Contracts Finder</b>	
S 1211.1	The requirements of this section S 1211 do not apply to subcontracts placed under a Category Purchase Agreement.
S 1211.2	<p>Where the forecast amount due to be paid to the <i>Contractor</i> is £5,000,000 or more per annum at the Contract Date the <i>Contractor</i></p> <ul style="list-style-type: none"> <li>• subject to paragraphs S1211.4, S1211.5 and S1211.6, advertises on Contracts Finder all subcontract opportunities arising from or in connection with Providing the Service above a minimum threshold of £25,000 that arise before the end of the Service Period,</li> <li>• within 90 days of awarding a subcontract to a subcontractor (at any stage of remoteness to the <i>Client</i>), updates the notice on contracts finder with details of the successful subcontractor,</li> <li>• monitors the number, type and value of the subcontract opportunities placed on Contracts Finder advertised and awarded in its supply chain prior to the end of the Service Period and provides reports on this information to the <i>Service Manager</i> in the format and frequency as reasonably specified by the <i>Service Manager</i> and</li> <li>• promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.</li> </ul> <p>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 in <b>Annex 02</b>) based on an advertised contract value, averaged over the life of the contract.</p>
S 1211.3	Each advert referred to in paragraph S 1211.2 provides a full and detailed description of the subcontract opportunity with each of the mandatory fields being completed on Contracts Finder by the <i>Contractor</i> .
S 1211.4	The obligation at paragraph S 1211.2 only applies in respect of subcontract opportunities arising after the Contract Date.
S 1211.5	The <i>Contractor</i> , may propose to the <i>Service Manager</i> for acceptance, that a specific subcontract opportunity is not advertised on Contracts Finder. The <i>Contractor</i> provides a detailed reason for not advertising the specific subcontract opportunity.

	The <i>Contractor</i> provides further detail when requested by the <i>Service Manager</i> to assist his consideration. If accepted by the <i>Service Manager</i> , the <i>Contractor</i> is relieved from advertising that subcontract opportunity on Contracts Finder.
<b>S 1212 Advertising Subcontracts in accordance with the Public Contract Regulations 2015</b>	
S 1212.1	<p>The <i>Contractor</i> ensures that any subcontracts for the elements of the <i>service</i> advised by the <i>Service Manager</i> in accordance with paragraph S1205.1 are</p> <ul style="list-style-type: none"> <li>• procured in full compliance with the Public Contract Regulations 2015, or its replacement, (the “Public Contract Regulations”), and</li> <li>• are capable of being novated to the <i>Client</i> or an Other.</li> </ul>
S 1212.2	When requested by the <i>Service Manager</i> , the <i>Contractor</i> procures the Relevant Subcontractor executes an agreement in the form the <i>Client</i> may reasonably require to novate the benefit and burden of a subcontract to the <i>Client</i> or a replacement contractor.
S 1212.3	The <i>Contractor</i> may use the <i>Client’s</i> e-tendering system to procure any subcontract required by this section. The <i>Service Manager</i> arranges for advice and support on the use of the <i>Client’s</i> e-tendering system.
S 1212.4	<p>The <i>Contractor</i> provides to the <i>Service Manager</i> draft procurement documents (as defined in the Public Contract Regulations) for acceptance. A reason for the <i>Service Manager</i> not accepting the draft procurement documents is that they</p> <ul style="list-style-type: none"> <li>• do not comply with the “Public Contract Regulations” or, any case law,</li> <li>• do not comply with or meet the requirements of the contract,</li> <li>• in the opinion of the <i>Service Manager</i>, would place an unacceptable burden upon the <i>Client</i> (should the subcontract be novated to the <i>Client</i>) or</li> <li>• do not enable the <i>Contractor</i> to Provide the Service.</li> </ul>
S 1213.5	The <i>Contractor</i> does not publish any procurement documents until the <i>Service Manager</i> has accepted them.
<b>S 1300 Work call off arrangements</b>	
<b>S 1305 Works and services subject to call off</b>	
S 1305.1	Not Used
<b>S 1310 Call off procedure</b>	
S 1310.1	Not Used

<b>S 1400 Acceptance or procurement procedure (Option C and E only)</b>	
<b>S 1405 Procurement procedures</b>	
S 1405.1	Not Used
<b>S 1410 Submission and acceptance procedures</b>	
S 1410.1	Not Used
<b>S 1500 Accounts and records (Options C and E)</b>	
<b>S 1505 Additional records</b>	
S 1505.1	Not Used
<b>S 1510 Records and audit access</b>	
S 1510.1	Not Used
<b>S 1600 Ultimate holding company guarantee (Option X4)</b>	
S 1600.1	Option X4 is Not Used – instead use the <i>Client's</i> form of Parent Company Guarantee)
<b>S 1601 <i>Client</i> Form of Parent Company Guarantee</b>	
S 1601.1	If the <i>Contractor</i> is required to provide a Parent Company Guarantee, it is provided in the form set out in <b>Annex 16</b> . If the entity that is required to provide the Parent Company Guarantee is a company not registered in England or Wales under the Companies Act 2006, the <i>Contractor</i> provides a legal opinion in support of a Parent Company Guarantee.
S 1601.2	Any legal opinion provided by the <i>Contractor</i> in support of a Parent Company Guarantee from a non-English or Welsh registered company includes (among others) the following matters <ul style="list-style-type: none"> <li>• is addressed to the <i>Client</i> on a full reliance basis,</li> <li>• the liability of the lawyers giving the opinion must not be subject to any exclusion or limitation of liability,</li> <li>• confirmation that <ul style="list-style-type: none"> <li>○ 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,</li> <li>○ the Controller has full power to execute, deliver, enter into and perform its obligations under the Parent Company Guarantee,</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>○ 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,</li> <li>○ execution by the proposed signatories in accordance with the method of execution proposed will constitute valid execution by the Controller,</li> <li>○ 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 <ul style="list-style-type: none"> <li>▪ the constitutional documents of the Controller,</li> <li>▪ any provision of the laws of the jurisdiction in which it is incorporated,</li> <li>▪ any order of any judicial or other authority in the jurisdiction in which it is incorporated or</li> <li>▪ any mortgage, contract or other undertaking which is binding on the bidder or its assets and</li> </ul> </li> <li>○ (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,</li> <li>• 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,</li> <li>• notification of whether withholding is required to be made by the Controller in relation to any monies payable to the <i>Client</i> under the Parent Company Guarantee,</li> <li>• confirmation of whether the <i>Client</i> will be deemed to be resident or domiciled in the foreign jurisdiction by reason of its entry into the Parent Company Guarantee,</li> <li>• confirmation that the Controller and its assets are not entitled to immunity from suit, pre-judgment attachment or restraint or enforcement of a judgment on grounds of sovereignty or otherwise in the courts of England and jurisdiction of the Controller in respect of proceedings against it in relation to the Parent Company Guarantee and</li> <li>• the legal opinion can be provided and disclosed to the following Authority parties (on a non-reliance basis) <ul style="list-style-type: none"> <li>• the Department for Transport,</li> <li>• the Cabinet Office,</li> <li>• the HM Treasury and</li> </ul> </li> <li>• the <i>Client's</i> professional advisers, auditors and insurers and</li> </ul>
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	<ul style="list-style-type: none"> <li>any person required pursuant to any applicable law, their officers and directors as applicable.</li> </ul>
<b>S 1602 Legal Opinion</b>	
S 1602.1	<p>If the entity that is to provide the Parent Company Guarantee is a non-English or Welsh registered company required by the contract, the <i>Contractor</i> provides a legal opinion in support of a Parent Company Guarantee.</p>
S 1602.2	<p>Any legal opinion provided by the <i>Contractor</i> in support of a Parent Company Guarantee from a non-English or Welsh registered company includes (among others) the following matters</p> <ul style="list-style-type: none"> <li>is addressed to the <i>Client</i> on a full reliance basis,</li> <li>the liability of the lawyers giving the opinion must not be subject to any exclusion or limitation of liability,</li> <li>confirmation that <ul style="list-style-type: none"> <li>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,</li> <li>the Controller has full power to execute, deliver, enter into and perform its obligations under the Parent Company Guarantee,</li> <li>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,</li> <li>execution by the proposed signatories in accordance with the method of execution proposed will constitute valid execution by the Controller,</li> <li>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 <ul style="list-style-type: none"> <li>the constitutional documents of the Controller,</li> <li>any provision of the laws of the jurisdiction in which it is incorporated,</li> <li>any order of any judicial or other authority in the jurisdiction in which it is incorporated or</li> <li>any mortgage, contract or other undertaking which is binding on the bidder or its assets and</li> </ul> </li> <li>(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,</li> </ul> </li> <li>notification of any other formalities to be complied with under local law which may be necessary to enforce the Parent Company Guarantee in the</li> </ul>

	<p>Controller's place of incorporation, including (for example) notarisation, legalisation or registration of the Parent Company Guarantee,</p> <ul style="list-style-type: none"> <li>notification of whether withholding is required to be made by the Controller in relation to any monies payable to the <i>Client</i> under the Parent Company Guarantee,</li> <li>confirmation of whether the <i>Client</i> will be deemed to be resident or domiciled in the foreign jurisdiction by reason of its entry into the Parent Company Guarantee</li> <li>confirmation that the Controller and its assets are not entitled to immunity from suit, pre-judgment attachment or restraint or enforcement of a judgment on grounds of sovereignty or otherwise in the courts of England and jurisdiction of the Parent Company in respect of proceedings against it in relation to the Parent Company Guarantee</li> <li>the legal opinion issued to the <i>Client</i> is given for the benefit of the <i>Client</i>, and any actual transferee or assignee of the <i>Client</i> where the functions of the <i>Client</i> are taken over by the relevant entity by way of statutory transfer or by any other means required by [the Secretary of State] in order to enact the transfer the functions of the <i>Client</i> and <ul style="list-style-type: none"> <li>the legal opinion can be provided and disclosed to the following Authority parties (on a non-reliance basis) <ul style="list-style-type: none"> <li>the Department for Transport,</li> <li>the Cabinet Office,</li> <li>the HM Treasury and</li> </ul> </li> <li>the Authority's professional advisers, auditors and insurers and</li> <li>any person required pursuant to any applicable law, their officers and directors as applicable.</li> </ul> </li> </ul>
<b>S 1700 Undertakings to the <i>Client</i> or Others (Option X8)</b>	
<b>S 1705 Undertakings to Others (Option X8)</b>	
S1700.1	Not Used
<b>S 1710 Subcontractor undertakings to Others</b>	
S1710.1	Not Used
<b>S 1715 Subcontractor undertakings to the <i>Client</i></b>	
S1715.1	Not Used
<b>S 1800 Information Modelling Requirements (Option X10)</b>	
<b>S 1805 Information Model Requirements</b>	
S 1805.1	Not Used

<b>S 1806 Asset Data Management Requirements</b>	
S 1806.1	Not Used
<b>S 1900 Performance Bond (Option X13)</b>	
<b>S 1905 Performance bond</b>	
S 1905.1	Not Used
<b>S 2000 Low service damages (Option X17)</b>	
S 2000.1	<p>The Client's requirements for the performance test are to be detailed below:</p> <ul style="list-style-type: none"> <li>• The specification must meet the requirements as set out in the Task Order and will be tested by the appointed <i>Clients</i> Auditor</li> <li>• The WSP will be checked on receipt to make sure that the Quality assured data and reports have been provided</li> <li>• The Contractor will have 30 days to provide any data or reports that have not been provided within the allocated timeframe as specified in Appendix E in <b>Annex 18</b></li> <li>• If the outstanding data and reports are not delivered within 60 days of the date on which the notification was provided, the withheld 5% will not be paid to the <i>Contractor</i> on that specific Task Order</li> </ul>
<b>S 2005 Service level requirements</b>	
S 2005.1	The delivery of the Quality Assurance (QA) data and reports within the deliverable as set out in <b>Annex 18</b>
<b>S 2100 Project Bank Account (Option Y(UK)1)</b>	
S 2100.1	The <i>Contractor</i> ensures that any deeds associated with the Project Bank Account (PBA) are issued to the relevant parties and are provided to the <i>Client</i> to apply original signatures and common seals to prevent any payment issues.
S 2100.2	<p>The <i>Contractor</i> ensures that</p> <ul style="list-style-type: none"> <li>• there is one original copy of deed for each party to the deed,</li> <li>• it issues the original copy of the deed to the <i>Service Manager</i> for the attachment of the <i>Client's</i> common seal (if used) and</li> <li>• each original copy of the deed has original signatures from the authorised signatories.</li> </ul>
S 2100.3	In accordance with the National Highways policy on Project Bank Accounts (with an effective date of 1 April 2000) the <i>Service Manager</i> may confirm that an exemption from the Project Bank Account process applies.



S 2105 Adding a <i>Supplier</i>	
S 2105.1	<p>As a minimum, all subcontractors (at any stage of remoteness from the <i>Client</i>)</p> <ul style="list-style-type: none"> <li>• with a contract value greater than £50,000 or</li> <li>• if an NEC form of contract is used</li> </ul> <p>is offered the opportunity to become a Named Supplier.</p>
S 2110 Project Bank Account (PBA) Tracker	
S 2110.1	<p>The <i>Contractor</i></p> <ul style="list-style-type: none"> <li>• registers for access to the form of the Project Bank Account (PBA) Tracker, “the PBA Web Portal” (see link in <b>Annex 02</b>) and</li> <li>• completes and submits to the <i>Service Manager</i> on a monthly basis <ul style="list-style-type: none"> <li>○ a fully populated PBA Tracker detailing payments made by the <i>Contractor</i> to its subcontractors (at any stage of remoteness from the <i>Client</i>) and</li> <li>○ PBA bank statements and payment runs to evidence transactions inputted in the PBA Tracker required to reconcile payment dates and payment values for <ul style="list-style-type: none"> <li>▪ a subcontractor (at any stage of remoteness from the <i>Client</i>) paid directly from the Project Bank Account (“PBA supply chain”) and</li> <li>▪ a subcontractor (at any stage of remoteness from the <i>Client</i>) not paid directly from the Project Bank Account (“non-PBA supply chain”).</li> </ul> </li> </ul> </li> </ul> <p>The <i>Contractor</i> ensures any data relating to other clients is redacted from the statements before submission in .pdf format.</p>
S 2110.2	<p>The <i>Contractor</i> explains all variances from the previous month and submits further information to the <i>Service Manager</i> in response to any queries raised.</p>
S 2110.3	<p>The <i>Service Manager</i> monitors the tracker for the time it takes the <i>Contractor</i> to pay its subcontractors (at any stage of remoteness from the <i>Client</i>) through the PBA, following deposit of funds into the PBA.</p> <p>The <i>Client</i> calculates the related performance score</p> <ul style="list-style-type: none"> <li>• from the date the funds have been deposited into the PBA or</li> <li>• from the weighted date as set out in the “Collaborative Performance Framework (CPF)” (see link in <b>Annex 02</b>) when funds are deposited into the PBA across multiple dates or</li> <li>• from the date the invoice is received from the subcontractor (where indicated by the <i>Client</i>)</li> </ul>

	that covers the amount due to subcontractors (at any stage of remoteness from the <i>Client</i> ) joined to the PBA.
S 2110.4	If any data / evidence is missing or still required (if not covered in the tracker) spot checks are undertaken directly by the <i>Service Manager</i> with the subcontractors (at any stage of remoteness from the <i>Client</i> ) to verify that they are paid within contractual timeframes.
S 2110.5	The <i>Client</i> may carry out audits on its subcontractors (an any stage of remoteness from the <i>Client</i> ) to assess payment performance to the Named Suppliers.
S 2110.6	Where the <i>Contractor</i> transfers monies from other accounts into the PBA this is stated on the bank statement.
<b>S 2200 <i>Client's</i> service specifications and drawings</b>	
S2200.1	Not Used
<b>S 2205 <i>Client's</i> service specification</b>	
S 2205.1	Not Used
<b>S 2210 Drawings</b>	
S 2210.1	Not Used
<b>S 2211 Standards and Procedures</b>	
S 2211.1	<p>Except where otherwise directed, all materials, workmanship, designs and assessments are to comply with the <i>Client's</i> standards and procedures current at the <i>starting date</i> or, for <i>Contractor</i> designed elements, the time the relevant design certificate is signed.</p> <p>The current standards and procedures appropriate for the work are identified in <b>Annex 18</b>.</p>
S 2211.2	If a standard or procedure subsequently changes, the <i>Contractor</i> complies with the revised standard or procedure if instructed by the <i>Service Manager</i> .
S 2211.3	Not Used
<b>S 2300 Transfer of Rights</b>	
<b>S 2305 <i>Contractor's</i> rights over material prepared for the design of the service</b>	
S 2305.1	The <i>Contractor</i> acquires no rights over material prepared for the design of the <i>service</i> .

<b>S 2310 Other rights to be obtained by the <i>Contractor</i></b>	
S 2310.1	The <i>Contractor</i> grants to the <i>Client</i> , licences to use, modify and develop the <i>Contractor's</i> Contractor Background IPR for any purpose relating to the <i>service</i> (or substantially equivalent services) its maintenance, operation, modification and for any purpose relating to the exercise of the <i>Client's</i> business or function.
S 2310.1	The <i>Contractor</i> procures a direct grant of a licence to the <i>Client</i> to use, modify and develop any third party's Contractor Background IPR for any purpose relating to the <i>service</i> , (or substantially equivalent services), its maintenance, operation, modification and for any purpose relating to the exercise of the <i>Client's</i> business or function.
S 2310.1	The <i>Client</i> does not acquire any ownership right, title or interest in, or to, the Contractor Background IPR.
<b>S 2315 Escrow</b>	
S 2315.1	Not Used
<b>S 2400 Designated funds – <i>Contractor's</i> proposals</b>	
S2400.1	Not Used
<b>S 2405 Key Performance Indicators</b>	
S 2405.1	Not Used