



**National Highways Company Limited
A303 Stonehenge (Amesbury to Berwick Down)
Delivery Assurance Partner Contract**

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

Volume 2

Scope Annexes V1

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Scope

Annex 01

Defined Terms

Defined Term	Definition
Bank Holiday	is a national public holiday in the United Kingdom.
Building Information Model (BIM)	is the Building Information Model (BIM) for the Project, to be developed and to be maintained by the Main Works Contractor and assured by the <i>Consultant</i> in accordance with the contract.
Business Information Gateway (the Gateway)	is as defined in Annex 06 Section 1.4.
CIP Performance Review	is the <i>Client's</i> meeting to review progress and performance of the projects managed by its CIP directorate.
Client Scheme Requirements	are the Department for Transport's requirements for the Project (see link in Annex 02).
Commercial Director	is the <i>Client's</i> appointed commercial director for the Project.
Commercial Partner	is the <i>Client's</i> appointed Commercial Partner notified to the <i>Consultant</i> by the <i>Service Manager</i> .
Commercial Partner Contract	is the contract between the <i>Client</i> and the Commercial Partner for the provision of commercial services in relation to the Project.
Commercial Partner Contract Scope	is the scope of services contained in the Commercial Partner Contract
Comptroller and Auditor General	is the auditor of all Government departments with responsibility to report their findings to Parliament.
Contract Event Management Analytics and Reporting (CEMAR)	is the <i>Client's</i> Contract Event Management Analytics and Reporting system, as described in Annex 09 .
Contracts Finder	is the Government website for information about contracts worth over £25,000 with the Government and its agencies.
Consultant Background IPR	<p>IPR owned by the <i>Consultant</i> or a third party before the Contract Date or created by the <i>Consultant</i> or a third party independently of the contract, which in each case is or will be used</p> <ul style="list-style-type: none"> before the <i>defects date</i> to Provide the Service and

	<ul style="list-style-type: none"> for the maintenance, operation and modification of the <i>service</i>.
Core Services	are those parts of the <i>service</i> as set out in the Core Services Schedules.
Core Services Schedules	are Schedules CS1 to CS5 inclusive annexed to the Scope.
Customer Relationship Management	has the meaning given to it in Annex 09 .
Customer Relationship Management System	is the system used to perform the CRM function on the Project as described in Schedule SP1 (General Systems Requirements).
Data	is all Personal Data collected, generated or otherwise processed by the <i>Consultant</i> in the course of Providing the Service.
Data Controller	is a legal person that determines the purpose and meaning of the processing of Personal Data and is the <i>Client</i> for the purposes of this contract.
Data Loss Event	<p>is any event that</p> <ul style="list-style-type: none"> results in or may result in <p>unauthorised access to Personal Data or</p> <ul style="list-style-type: none"> results <ul style="list-style-type: none"> in actual or potential <p>destruction of Personal Data</p> <p>held by the Processor for the purposes of the contract and in breach of the contract, including any Personal Data breach.</p>
Data Protection Impact Assessment	is an assessment by the Data Controller of the impact of the envisaged processing of Personal Data on the rights of a Data Subjects.
Data Subject	is an individual who is the subject of Personal Data.
Data Subject Access Request	<p>is a request made by, or on behalf of, a Data Subject concerning their</p> <ul style="list-style-type: none"> rights of access to, and information relating to, Data, rectification of inaccurate Data, permanent erasure of Data,

	<ul style="list-style-type: none"> objection to or restriction of processing of Data pursuant to the Data Protection Legislation, and transfer of Data to a third party.
Deliverables Matrix	is as defined in S530.1.
Design Manual for Roads and Bridges (DMRB)	is the document of that name set out in Annex 02 .
Designated Funds	are the funds held by the <i>Client</i> as part of its road investment strategy (RIS2) funding and not ringfenced within the Project Budget, for the delivery of additional benefits.
Disclosure Request	is a request for information relating to the contract pursuant to the Freedom of Information Act 2000 and Environmental Information Regulations 2004 or later revisions.
Employee Data	is any and all Personal Data of an employee of a Party which is disclosed in relation to the contract.
Employment and Skills Plan	is the document described in Appendix A to Annex 06 .
Final Business Case	is the final business case for the Project as submitted to the Secretary of State in accordance with the HMT Green Book (Appraisal and Evaluation in Central Government) April 2020.
Forecast of Defined Cost	is, in respect of the Main Works Contract, a forecast of Defined Cost (as defined in the Main Works Contract) to be submitted by the Main Works Contractor in accordance with the provisions of the Main Works Contract.
Geographic Information System (GIS) Model	is the GIS model for the Project, developed and maintained by the Main Works Contractor and assured by the <i>Consultant</i> in accordance with the contract.
Government Major Projects Portfolio	is the UK government's list of its most expensive and complex projects which is drawn up and monitored by the Major Projects Authority.
Health and Safety File	is as per the meaning given to it in the Construction Design and Management Regulations 2015.
Inclusion Action Plan	is the document described as such in Appendix B to Annex 06 .

Infrastructure Projects Authority	is the UK government's centre of expertise for infrastructure and major projects.
Information Security Requirements	are the information security requirements set out in section 2 of Annex 09 .
Integrated Project Controls	are the planning, scheduling, and risk management controls for the Project to be developed by the <i>Consultant</i> in accordance with Schedule CS3 (Project Management Office and Integrated Project Controls).
Integrated Project Programme	is the integrated programme for the Project to be developed by the <i>Consultant</i> in accordance with Schedule PS2 (Programme).
International Register of Certified Auditors	Is the international register of certified systems audits professionals held by the Chartered Quality Institute.
Investment Decision Committee	is the <i>Client's</i> sub-committee to assist the <i>Client</i> in effectively exercising its investment decision-making authority as a strategic highways authority.
Joiners, Movers and Leavers (JML)	is a process or set of processes to facilitate the controlled inclusion of new staff, transfer of current staff or removal of departing staff in relation to the infrastructure and points of interface within an organisation.
Joint Data Controllers	are two or more Data Controllers who jointly determine the purposes and means of processing.
Leadership Team	is the <i>Client</i> led team responsible for managing the delivery of the Main Works Contract comprising <ul style="list-style-type: none"> the <i>Client</i>, the <i>Consultant</i> and the Commercial Partner.
Leadership Team Services	are any services being provided to the <i>Client</i> by a member of the Leadership Team in relation to the Project.
Lean	is a method of producing what a customer or client wants, when he/she wants it, with a minimum of waste and to a high level of quality.
Licence	is the document entitled 'National Highways: Licence' in Annex 2 of the Scope.
List X	are companies operating in the UK who are working on UK government contracts which require them to hold classified information. This information is at 'Secret' level or above or international partners information

	classified 'Confidential' or above and is held in their own premises at a specific site. Classified information levels can be reviewed on the Gov website (https://www.gov.uk/government/publications/security-requirements-for-list-x-contractors).
Lean Continual Improvement	is a technique that generates ideas for efficient ways of working whilst maintaining a focus on the requirements of the customer.
Local Area Network (LAN)	is a computer network that links devices within a building or group of adjacent buildings, especially with a radius of less than 1 km.
Local Road Network	are roads which are not maintained by the <i>Client</i> as part of the Strategic Road Network.
Main Works Contract Scope	is the scope of works contained in the Main Works Contract.
Main Works Contract Completion	is, in respect of the Main Works Contract, the completion of the Project Works as defined therein and in accordance with the requirements thereof.
Main Works Contractor Systems	are all of the electronic systems, software and their associated process and functions which are within the control and operation of the Main Works Contractor.
Major Incident	<p>is defined as an incident that has, or is likely to have, a major impact on the ability of the business to maintain services during agreed operational hours. An outage or complete loss of functionality of a critical or key application or service.</p> <p>The incident could result in</p> <ul style="list-style-type: none"> • an emergency situation, • security risks or threat, • National Highways reputation being adversely affected or • multiple locations/businesses or significant user impacted.
Manual of Contract Documents for Highway Works (MCHW)	is the document of that name as set out in Annex 02 .
Mechanical and Electrical (M&E) System	is as defined in the Main Works Contract Scope.
Mobilisation Activities	are the services which the <i>Consultant</i> provides during the Mobilisation Phase, as stated in the Scope and

	including those described as such in the Services and Systems Schedules.
Mobilisation Phase	is the period from the <i>starting date</i> until 45 days after the <i>starting date</i> during which the <i>Consultant</i> provides the Mobilisation Activities in collaboration with the <i>Service Manager</i> , to prepare to Provide the Service for the duration of the Project.
National Audit Office	is an independent Parliamentary body in the United Kingdom which is responsible for auditing central government departments, government agencies and non-departmental public bodies.
National Vocational Qualification (NVQ)	is a work-based qualification which recognises the skills and knowledge a person needs to do their job
Nonconformity	has the meaning given in BE EN ISO 9000:2015.
Official Secrets Act	is the Official Secrets Act 1989 and any predecessor statutes (see link in Annex 02).
Open for Traffic Date	is the date specified for completion of section 3 in the Main Works Contract.
Optional Services	are those optional parts of the <i>service</i> as set out in the Optional Services Schedules.
Optional Services Schedules	are Schedules OS1 to OS4 inclusive annexed to the Scope.
Outline Business Case	is the outline business case for the Project as submitted to the Secretary of State in accordance with the HMT Green Book (Appraisal and Evaluation in Central Government) April 2020.
Performance Level	is the performance level of the Collaborative Performance Framework stated in the Scope.
Phase Specific Services	are those parts of the <i>service</i> as set out in the Phase Specific Services Schedules
Phase Specific Services Schedules	are Schedules PS1 to PS12 inclusive annexed to the Scope.
Phases	are Phase 1 to Phase 5 inclusive, all as described in section S205.1.
Preliminary Works Contractor	is any party engaged by the <i>Client</i> for the provision of works or services in advance of the Main Works, other than the Main Works Contractor, the Commercial Partner and the <i>Consultant</i> .

Preliminary Works Contract	is a contract entered into between the <i>Client</i> and a Preliminary Works Contractor in connection with the delivery of the Project.
Preliminary Works Contract Scope	is the scope of works or services contained in a Preliminary Works Contract.
Processor	is a legal person which processes Personal Data on behalf of a Data Controller
Prohibited Substance	is any intoxicating substance, or alcohol, or drugs.
Project	is the A303 Stonehenge (Amesbury to Berwick Down) Project.
Project Baseline Programme	is the baseline programme for the Project, which forms part of the Project Budget.
Project Budget	is the <i>Client's</i> Form 300 assured project estimate for the Project.
Project Committee	is the <i>Client's</i> highest level decision making group for the Project.
Project Consent	is any license, permit, consent, authorisation, assent or other agreement required for the Project Works or any part thereof.
Project Consents and Commitments Register	is the register of Project Consents and commitments, as given in Schedule PS3, which have been made and with which the <i>Client</i> is required to comply with to deliver the Project.
Project Control Framework (PCF)	has the meaning given to it in the Project Control Framework Handbook.
Project Control Framework Handbook	is the document of that name set out in Annex 02 .
Project Director	is the <i>Client's</i> appointed project director for the Project.
Project Executive Group	is the <i>Client</i> led, strategic leadership decision making group for the Project.
Project Information Systems	are all Information Systems to be used in connection with the Project as set out in Schedule SP1 (General Systems Requirements).

Project Manager	is, in respect of the Main Works Contract, the individual appointed as the “ <i>Project Manager</i> ” as defined in the Main Works Contract.
Project Management Office (PMO)	is the <i>Client’s</i> project management function for the Project.
Project Operational Group	is the <i>Client</i> led, operational leadership decision making group for the Project.
Project Owner Controlled Insurance Policy	is the <i>Client’s</i> insurance policy for the Project, as described in the Main Works Contract.
Project Quality Management System	is the quality management system for the Project to be developed by the <i>Consultant</i> in accordance with Schedule CS6 (Quality Management).
Project Requirements	are the requirements for the Project as set out in the document entitled “Project Requirements” as set out in Annex 02 .
Project Risk and Issues Register	is the document of that name set out in Annex 02 .
Project Site Offices and Compounds	are any Project-related offices or compounds that are not under the management of the Leadership Team but under the management of entities that include the Main Works Contractor, their subcontractors or Others.
Project Works	are the works to be designed, constructed, completed, tested and commissioned by the Main Works Contractor under the Main Works Contract.
Protective Measures	<p>are appropriate, technical and organisational measures implemented, consistent with good industry practice, to ensure a level of security appropriate to the risk posed by Personal Data, taking into account the state of the art, the costs of implementing, the harm that might result from a Security Incident and which may include</p> <ul style="list-style-type: none"> • pseudonymising and encrypting Personal Data, • ensuring confidentiality, • integrity, • availability and resilience of systems and services, • ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident and

	regularly assessing and evaluating the effectiveness of such measures adopted by it including those outlined in PPN 02/18 (see link in Annex 02).
Quality Warning Notice	is a warning given in accordance with S541 of the Scope.
Review Stage	is the period commencing 8 weeks prior to the expected end of each Phase (other than Phase 5) and ending on commencement of the next Phase during which the parties review the provision of the <i>service</i> and consider any efficiency gains or other changes which may benefit the Project.
Security Incident	is a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Data.
Services and Systems Schedules	are the Services Schedules and the Systems and Processes Schedules, which together set out the detailed requirements for the <i>service</i> .
Services Schedules	are the Core Services Schedule, the Phase Specific Services Schedule and the Optional Services Schedule together.
Stage Gate Assessment Review (SGAR)	is a stage gate assessment review under the Project Control Framework.
Small to Medium Enterprise (SME)	is an enterprise within the category of Small, Medium or Micro Enterprises defined by the European Commission Recommendation of 6 May 2003 concerning the definition of Small, Medium or Micro Enterprises. An SME is a subcontractor (at any stage of remoteness from the <i>Client</i>) and is autonomous and is a European Union enterprise not owned or controlled by a non-European Union parent company.
Staff	are persons employed or engaged by the <i>Consultant</i> or an Associated Company or any subcontractor (at any stage of remoteness from the <i>Client</i>) to Provide the Service at any time.
Statutory Undertakers	are persons authorised by any enactment to carry on any railway, light railway, tramway, road transport, water transport, canal, inland navigation, dock, harbour, pier or lighthouse undertaking or any undertaking for the supply of hydraulic power and a relevant airport operator.
Strategic Road Network	is the strategic road network maintained by the <i>Client</i> including trunk roads and highways.

Structured Innovation	is a technique that generates ideas for efficient ways of working, contributing to cost savings.
Sub-Processor	is a third party (including Associated Company) engaged by the <i>Consultant</i> to process Data.
Supervisor	is in respect of the Main Works Contract, the “ <i>Supervisor</i> ” as defined in the Main Works Contract.
Supervisory Authority	is any regulatory, supervisory, governmental or other competent authority with jurisdiction or oversight over the Data Protection Legislation.
Supply Chain Portal	Is the <i>Client’s</i> online portal of information for its service providers.
Systems and Processes	are those parts of the <i>service</i> as set out in the Systems and Processes Schedules.
Systems and Processes Schedules	is Schedule SP1 inclusive annexed to the Scope.
Target Contract Budget	is the Target Cost value of the Main Works Contract at award.
Technical Partner	Is “AMW” (a consortium comprising AECOM, MACE and WSP), or any replacement technical partner notified to the <i>Consultant</i> by the <i>Service Manager</i> .
Third Party	is a party to a Third-Party Agreement, other than the <i>Client</i> .
Third Party Agreements	are those agreements, covenants, land access agreements, easements, restrictions, reservations, encumbrances and statutory agreements to be provided to the <i>Consultant</i> by the <i>Client</i> in accordance with Schedule PS6 – Third Party Agreements Support (including arrangements relating to any works undertaken pursuant to NRSWA), together with any new or amended agreements, covenants, easements, restrictions, reservations, encumbrances and statutory agreements relating to or affecting the <i>works</i> between the <i>Client</i> and any Third Party which are notified to the <i>Consultant</i> in an instruction issued by the <i>Service Manager</i> .
Tunnel	Is the Stonehenge tunnel as defined in the Main Works Contract Scope.
Tunnel Administrative Authority	has the meaning given to it in the Road Tunnel Safety Regulations 2007

Tunnel Control and Management System (TCMS)	is the tunnel control and management system as described in the Main Works Contract (Scope, Part 2 (Design and Technical Requirements) section 20) including any interfaces and communication systems with the Tunnel M&E System whether located in a Tunnel, a cross passage, a tunnel service building or other location (including any systems linking the tunnels' and cross passages' mechanical and electrical systems and TCMS).
Tunnel M&E System	<p>are</p> <ul style="list-style-type: none"> the tunnels' and cross passages' mechanical and electrical systems (as described in the Main Works Contract, Scope, Part 2 (Design and Technical Requirements) section 17) and the technology equipment for the tunnels' and cross passages and their operational activities (as described in the Main Works Contract, Scope, Part 2 (Design and Technical Requirements) section 18) <p>whether located in a Tunnel, a cross passage, a tunnel service building or other location (including any interfaces/systems/communication systems) linking the tunnel mechanical and electrical systems and TCMS).</p>
Tunnel Manager	has the meaning given to it in the Road Tunnel Safety Regulations 2007
Tunnel Safety Case	has the meaning given to it in the Road Tunnel Safety Regulations 2007
Tunnel Safety Officer	has the meaning given to it in the Road Tunnel Safety Regulations 2007
Tunnel Specialists	are specialists engaged by the <i>Client</i> to advise the <i>Client</i> on the Tunnel.
Tunnel Systems	<p>are</p> <ul style="list-style-type: none"> the Tunnel M&E System and the Tunnel Control and Management System (TCMS).
Voluntary, Community and Social Enterprise (VCSE)	is, a non-governmental organisation that is value-driven which principally reinvests its surpluses to further social, environmental or cultural objectives. VCSEs include small local community and voluntary groups, registered charities, foundations, trusts and the growing number of social enterprises and co-operatives.

World Heritage Site	has the meaning given in the environmental statement forming part of the DCO.
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Acronym list (terms are as further defined above or in the *conditions of contract*).

Acronym	Meaning
BCP	Business Continuity Plan.
BIM	Building Information Modelling.
BRCF	Benefit Realisation Capture Form.
CAD	Computer Aided Design.
CDM	The Construction (Design and Management) Regulations 2015 .
CEMAR	The <i>Client's</i> Contract Event Management Analytics and Reporting as described in Annex 09 .
CIP	The <i>Client's</i> Complex Infrastructure Programme directorate.
CRaMS	Commercial Reporting and Monitoring System.
CRM	Customer Relationship Management.
CPF	Contract Performance Framework.
DAP	Delivery Assurance Partner.
DCO	Development Consent Order.
DLOA	Detailed Local Operating Agreement.
DMRB	Design Manual for Roads and Bridges.
EDMS	Electronic Document Management System.
EEA	European Economic Area.
EVM	Earned Value Management.
GIS	Global Information System.

HSE	Health and Safety Executive
HSW	Health, Safety and Wellbeing.
IPRs	Intellectual Property Rights.
ITS	Intelligent Transport Systems.
JML	Joiners, Movers and Leavers.
LAN	Local Area Network.
M&E	Mechanical and Electrical.
MCHW	Manual of Contract Documents for Highway Works.
NRSA	New Roads and Streetworks Act 1991.
PCF	Project Control Framework.
PMO	Project Management Office.
QCRA	Qualitative Cost Risk Analysis.
QSRA	Qualitative Schedule Risk Analysis.
SGAR	Stage Gate Assessment Review.
SME	Small to Medium Enterprise.
UKAS	United Kingdom Accreditation Service.
VCSE	Voluntary, Community and Social Enterprise.
VLAN	Virtual Local Area Network.
WBS	Work Breakdown Structure.
WHS	World Heritage Site.

National Highways Company Limited

Scope

Annex 02

Reference Documents

Scope Reference	Document Name	Published by / Available from
Schedule CS4	A303 Operating Model Organogram	See folder in E-TENDERING SYSTEM
Schedule CS4	Acceptable Use Policy	See folder in E-TENDERING SYSTEM
Annex 12	Annual Communications Plan	See folder in E-TENDERING SYSTEM NOTE: there is no 19/20 plan however there will be a 20/21 plan.
Annex 12	Annual Communications Strategy	See folder in E-TENDERING SYSTEM
Annex 06	Apprenticeship data collection form	See folder in E-TENDERING SYSTEM
Schedule CS4	Armed Forces Covenant	https://www.armedforcescovenant.gov.uk/
S560.4	Asset Data Management Manual	http://www.standardsforhighways.co.uk/ha/standards/admm/index.htm
Schedule PS3	Baseline Instrumentation and Monitoring Data	[To be provided on award]
Annex 07	Behavioural Maturity Framework	See folder in E-TENDERING SYSTEM
Schedule PS4	Book of Reference	[To be provided on award]
Annex 04	BPSS Form and guidance	See folder in E-TENDERING SYSTEM
Annex 04	Cabinet Office Website	https://www.gov.uk/government/publications/security-policy-framework
Schedule PS5	Carbon Tool	[To be provided on award]
Schedule CS4	Care Leavers Covenant	https://mycovenant.org.uk/
S535.1	CEN/TS 16880	https://standardsdevelopment.bsigroup.com/projects/2015-00837
Annex 09	Chief Information Officer Memo 01/09	See folder in E-TENDERING SYSTEM
Annex 09	Chief Information Officer Memo 04/08	See folder in E-TENDERING SYSTEM
Annex 09	Chief Information Officer Memo 05/08	See folder in E-TENDERING SYSTEM
Schedule PS8	CIP Planning Manual	See folder in E-TENDERING SYSTEM
Schedule CS3	CIP Reporting Templates	See folder in E-TENDERING SYSTEM

S516.3	<i>Client's</i> air quality strategy	https://www.gov.uk/government/publications/highways-england-air-quality-strategy
Annex 05	<i>Client's</i> Corporate Complaints Process	See folder in E-TENDERING SYSTEM
Annex 09	<i>Client's</i> Data handling policy	See folder in E-TENDERING SYSTEM
S517.2	<i>Client's</i> environmental strategy	https://www.gov.uk/government/publications/highways-england-environment-strategy
S105.14, Annex 15 and Schedule CS1	<i>Client's</i> Home Safe and Well initiative	https://www.highwayssafetyhub.com/home-safe--well.html
Annex 15	<i>Client's</i> Raising the Bar Initiative	https://www.gov.uk/government/collections/health-and-safety-for-major-road-schemes-raising-the-bar-initiative
Annex 12	<i>Client's</i> social media policy	https://www.gov.uk/government/organisations/highways-england/about/social-media-use
S516.1, S516.2 and S517.2	<i>Client's</i> Sustainable Development Strategy	https://www.gov.uk/government/publications/highways-england-sustainable-development-strategy
Annex 05	<i>Client's</i> Customer Service Strategic Plan	See folder in E-TENDERING SYSTEM
S517.3	<i>Client's</i> Road to Good Design	The road to good design: National Highways' design vision and principles
Clause Z52.5	Code of Practice on Workforce Matters in Local Customer Service Contracts (as currently contained in COPM Circular 3/03, Annex D)	https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/8332/134855.pdf
S544.1 and S1606.3	Collaborative Performance Framework (CPF)	Available from the Supply Chain Portal: https://highways.sharepoint.com/sites/SupplyChainPortal/SitePages/Home.aspx
Schedule CS6	Commercial Partner Scope	[To be provided on award]
S806	Commercial Reporting and Monitoring System (CRaMS)	Available from the Supply Chain Portal:

		https://highways.sharepoint.com/sites/SupplyChainPortal/SPitePages/Home.aspx
S508.3	Conflict of Interest Information	See folder in E-TENDERING SYSTEM
Annex 15	Construction (Design and Management) Regulations 2015 (CDM)	http://www.legislation.gov.uk/ukxi/2015/51/contents/made
Annex 15	Construction Industry Training Board (CITB) guidance	https://www.citb.co.uk/about-citb/partnerships-and-initiatives/construction-design-and-management-cdm-regulations/cdm-regulations/
Schedule CS2	CRM data on stakeholder engagement	[To be provided on award]
Schedule PS4	CRM records and data for land owner communications	[To be provided on award]
Schedule CS2	CRM System for Managing Stakeholders	[To be provided on award]
S555.6	Crown Commercial Services Guidance Note Publication of Government Tenders & Contracts November 2017 or later revision or replacement.	https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/666728/Guidance Publication of New Central Government Tender documents and Contracts 2017 1 1 .pdf
Annex 05	Customer Service Strategy – Better Journeys and Better Conversations	https://www.gov.uk/government/publications/customer-service-strategy
Annex 04 – Appendix A	Data Protection Act 2018	https://www.gov.uk/government/publications/data-protection-bill-general-processing
Annex 08	Data Protection Legislation	General Data Protection Regulation (EU 2016/679)
		Law Enforcement Directive (LED) (Directive EU 2016/680)
		Data Protection Act 2018

S305.2	Development Consent Order (DCO)	https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/TR010025/TR010025-002179-STON%20-%20DCO%20as%20made%20by%20SoS.pdf
S508.3	Declaration of Interest Form	[To be provided on award]
Schedule PS1, PS2, PS7, PS8, PS9	Delegated Duties – Project Manager (Main Works Contract)	See folder in E-TENDERING SYSTEM
Schedule PS9	Delegated Duties – Service Manager (Commercial Partner Contract)	[To be provided on award]
S560.4	Design Manual for Roads and Bridges	http://www.standardsforhighways.co.uk/ha/standards/dmrb/index.htm
S516.2	Directive 2012/27/EU	https://www.legislation.gov.uk/eu/dr/2012/27/contents
Annex 04	Disclosure and Barring Service	https://www.gov.uk/government/organisations/disclosure-and-barring-service/about
Schedule CS3	Document Control Procedure	[To be provided on award]
Annex 15	Driving for Better Business	https://www.drivingforbetterbusiness.com/
Schedule CS4	Drugs and Alcohol Policy	See folder in E-TENDERING SYSTEM
S806.1	Earned Value Management (EVM) performance requirements	https://supplychainportal.highwaysengland.co.uk/commperf/SitePages/Home.aspx
S555	Environmental Information Regulations 2004 or later revision or replacement.	https://www.legislation.gov.uk/uksi/2004/3391/contents/made
S517.2	Environmental Strategy	https://www.gov.uk/government/publications/highways-england-environment-strategy
S507.3	Equal Opportunities Policy	See folder in E-TENDERING SYSTEM
Annex 04 and Annex 05	Equality Act 2010	http://www.legislation.gov.uk/ukpga/2010/15/contents

Schedule CS4	Equality, Diversity and Inclusion (EDI) National Highways commitment	https://highwaysengland.co.uk/about-us/equality-diversity-and-inclusion/
Annex 15	Essentials of Managing Construction Health Risks	https://hse.gov.uk/construction/healthrisks/managing-essentials/essentials.pdf
Annex 04	EU Settlement Scheme	https://www.gov.uk/settled-status-eu-citizens-families
S105.14	Final Business Case	[To be provided on award]
S555	Freedom of Information Act 2000 or later revision or replacement.	http://www.legislation.gov.uk/ukpga/2000/36/contents
Schedule PS4	Forecast of land costs	[To be provided on award]
Annex 04	General Data Protection Regulations	https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32016R0679&from=EN
S517.2 and Schedule PS5	GG103 Introduction and General Requirements for Sustainable Development and Design	https://www.standardsforhighways.co.uk/dmrb/search/89d10ef2-7833-44df-9140-df85cd6382b9
Annex 15	GG 105 asbestos management	https://www.standardsforhighways.co.uk/dmrb/search/9f7803ca-26aa-49bd-98f8-c514ab051040
S560.4	GG 182 - Major schemes: Enabling handover into operation and maintenance	https://www.standardsforhighways.co.uk/dmrb/search/8027744b-971d-4ca7-ba6d-cf8fd03201af
Schedule PS4	GIS Land Take Mapping	[To be provided on award]
S516.4	Government Buying Standards Transport 2017	https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs
S517.5	Government Buying Standards	https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs
S827.3	Government's Public Procurement Review Service	https://www.gov.uk/government/publications/public-procurement-review-service-scope-and-remit#:~:text=By%20submitting%20feedback%20for%20PPRS,helpdesk%20on%200345%20010%203503.

S1405.2	Government's Strategy for Building Information Modelling (BIM) – Cabinet Office Government Construction Strategy papers (May 2011 and 2016)	https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/61152/Government-Construction-Strategy_0.pdf https://www.gov.uk/government/publications/government-construction-strategy-2016-2020
Annex 6 Appendix D	A guide to apprenticeships – March 2019	https://www.gov.uk/government/publications/a-guide-to-apprenticeships
		Via National Highways Supply Chain Portal
Schedule CS2	Guidance for our contractors	https://highways.sharepoint.com/sites/SupplyChainPortal/commtoolkit/Shared%20Documents/LEE17_0062%20Highways%20England_Supplier%20Guidance_Version%20a%20-%20January%202019.pdf
Annex 11	Guidance on Lean Knowledge Transfer Packs	https://kol.withbc.com/HA-Lean/
Annex 15 and Schedule CS1	Health Safety and Wellbeing Management System and the associated policies and procedures.	http://www.highwayssafetyhub.com/
Annex 15	Health and Safety at Work Act	http://www.legislation.gov.uk/ukpga/1974/37/contents
Annex 15	Health and Safety Executive (HSE) F10.	https://www.hse.gov.uk/forms/notification/f10.htm
Annex 15	Health and safety policies, procedures and guidance notes	http://www.highwayssafetyhub.com/
Annex 15 and Schedule CS1	Health, Safety and Wellbeing Maturity Matrix	see E-TENDERING system
Appendix A to Annex 04 , BPSS Form, Guidance Notes, Annex B, Applicant details and	Her Majesty's Passport Office guidance	https://www.gov.uk/government/publications/basic-passport-checks

identity verification		
Schedule PS5	25 Year Environment Plan	https://www.gov.uk/government/publications/25-year-environment-plan
Appendix A to Annex 04	National Highways BPSS Privacy Notice	See folder in E-TENDERING SYSTEM
S509	National Highways Anti-Fraud, Bribery and Corruption Policy	See folder in E-TENDERING SYSTEM
Annex 11	National Highways Delivery Plan	https://www.gov.uk/government/publications/highways-england-delivery-plan-2020-2025
S509	National Highways Fair Payment Charter	See folder in E-TENDERING SYSTEM
S513	National Highways Information Security Data Security Standard	See folder in E-TENDERING SYSTEM
Annex 11	National Highways Lean Maturity Assessment (HELMA)	https://www.gov.uk/guidance/highways-england-lean-maturity-assessment-helma
Annex 11	National Highways Lean Tracker	https://kol.withbc.com/HA-Lean/
Schedule CS4	National Highways Non-Disclosure Agreement.	See folder in E-TENDERING SYSTEM
Annex 12 Schedule CS2	National Highways: Our Visual Identity	See folder in E-TENDERING SYSTEM
Schedule CS4	National Highways Respect at Work Policy	See folder in E-TENDERING SYSTEM
Schedule PS9	National Highways Risk and Issues Management Manual	See folder in E-TENDERING SYSTEM
Schedule PS9	National Highways Risk and Issues Management Principles	See folder in E-TENDERING SYSTEM
Annex 04	HMG Baseline Personnel Security Standard v6.0 - May 2018	https://www.gov.uk/government/publications/government-baseline-personnel-security-standard

S513.2	HMG Government Security Classifications	https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/715778/May-2018_Government-Security-Classifications-2.pdf
Annex 04	HMG Security Policy Framework version 1.1 – May 2018	https://www.gov.uk/government/publications/security-policy-framework
Schedule CS4	Improving Behaviours, Improving Performance Strategy	See folder in E-TENDERING SYSTEM
Annex 6	Inclusion Action Plan	Template provided in Appendix A of Annex 06 People Strategy.
Schedule CS4	Information Security Data Handling Requirements	See folder in E-TENDERING SYSTEM
Annex 09	Information Security Incident Management Requirements	See folder in E-TENDERING SYSTEM
Annex 15	The Institution of Occupational Safety and Health (IOSH)	https://www.iosh.com/
S503.2	Insurance Act 2015	http://www.legislation.gov.uk/ukpga/2015/4/contents/enacted
S535.5	ISO 9000	https://www.iso.org/standard/45481.html
S535.1 and S535.4	ISO 9001	https://www.iso.org/standard/62085.html
S535.1	ISO 9004	https://www.iso.org/standard/41014.html
S535.1	ISO 14001	https://www.iso.org/standard/60857.html
S535.3	ISO 31000	https://www.iso.org/iso-31000-risk-management.html
S535.1	ISO 44000	https://www.iso.org/standard/72800.html
Annex 15	ISO45001:2018	https://www.iso.org/iso-45001-occupational-health-and-safety.html
Schedule CS3	Integrated Project Controls Manual	See folder in E-TENDERING SYSTEM
S517.2	LA 117 Landscape Design	https://www.standardsforhighways.co.uk/prod/attachments/ea68d8da-b13e-49bf-bd9d-14146b2665bc

S517.2	LA 120 Environmental Management Plans	http://www.standardsforhighways.co.uk/ha/standards/dmrb/vol11/section2/LA%20120%20Environmental%20management%20plans-web.pdf
Schedule PS4	Land Acquisition Strategy	[To be provided on award]
Schedule PS4	Land referencing from DCO	[To be provided on award]
Annex 11	Lean Benefits Realisation Capture Form (BRCF)	https://kol.withbc.com/HA-Lean/
Annex 11	Lean Benefits Realisation Guide – guidance on BRCF's	See folder in E-TENDERING SYSTEM
		https://kol.withbc.com/HA-Lean/
Annex 04	List X	https://www.gov.uk/government/publications/security-requirements-for-list-x-contractors
S305.2	Main Works Contract	See folder in E-TENDERING SYSTEM
Schedule PS2	Major Projects Planning and Scheduling Manual	See folder in E-TENDERING SYSTEM
Annex 15	Management of Health and Safety at Work Regulations	http://www.legislation.gov.uk/ukxi/1999/3242/contents/made
S507.7	Modern Slavery Act 2015	http://www.legislation.gov.uk/ukpga/2015/30/contents/enacted
S562.4	National Audit Act 1983	http://www.legislation.gov.uk/ukpga/1983/44/contents
Annex 09	National Cyber Security Centre	https://www.ncsc.gov.uk/guidance/end-user-device-security
	End user device (EUD) security guidance	
Annex 15	National Examination Board in Occupational Safety and Health (NEBOSH)	https://www.nebosh.org.uk/home/
Annex 09	New Roads and Street Works Act 1991	http://www.legislation.gov.uk/ukpga/1991/22/contents
Annex 12	'Normal not formal. A guide to our corporate narrative, tone of voice and writing style'	See folder in E-TENDERING SYSTEM

Annex 06	Occupational descriptors	See folder in E-TENDERING SYSTEM
Schedule PS5	Outline Environmental Management Plan	https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/TR010025/TR010025-001949-6.3%20Appendix%202.2(8)%20%E2%80%93%20Outline%20Environmental%20Management%20Plan%20(OEMP)_FINAL_DfT%20Revision.pdf
Annex 04	Part II – The Verification Process of the HMG Baseline Personnel Security Standard (BPSS)	https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/714002/HMG_Baseline_Personnel_Security_Standard_-_May_2018.pdf
Annex 04	Part IV – Post Verification Process of the HMG BPSS	https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/714002/HMG_Baseline_Personnel_Security_Standard_-_May_2018.pdf
Schedule CS4	Password Policy	See folder in E-TENDERING SYSTEM
S1606.1	PBA Web Portal	For registration and guidance contact CommercialCostIntelligenceInbox@highwaysengland.co.uk
Annex 16	Pensions Act 2004	http://www.legislation.gov.uk/ukpga/2004/35/contents
S555.4 and S555.5	PPN 01/17: Update to the Transparency Principles 16 February 2017 or later revision or replacement.	https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles
Annex 08	PPN 02/18: Changes to Data Protection Legislation & General Data Protection Regulation	https://www.gov.uk/government/publications/procurement-policy-note-0218-changes-to-data-protection-legislation-general-data-protection-regulation
S826.3	PPN Procurement Policy Note 01/18: Supply Chain Visibility	https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/698482/PPN_0118_Contract_Condition_for_Sub

		contracting_Supply_chain_spend_on_CF_final_.docx.pdf
S516.1 and S516.2	Procurement Policy Note 7/14 entitled "Implementing Article 6 of the Energy Efficiency Directive"	https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/316683/PPN_07-14_implementing_article_6_of_the_energy_efficiency_directive.pdf
Schedule PS2, PS8	Project Schedule	See folder in E-TENDERING SYSTEM
Schedule PS7, PS9	Project Budget	[To be provided on award]
S205.14	Project Benefits Map	See folder in E-TENDERING SYSTEM
S519	Project Control Framework	Via National Highways Supply Chain Portal
		https://highways.sharepoint.com/sites/SupplyChainPortal/Major-Projects-Project-Control-Framework/SitePages/PROJECT-CONTROL-FRAMEWORK.aspx
S519	Project Control Framework Handbook	See folder in E-TENDERING SYSTEM
S519.2	Project Control Framework Best Practice Planning and Consultation on Process	See folder in E-TENDERING SYSTEM
S519.2	Project Control Framework Quick Reference Guide	See folder in E-TENDERING SYSTEM
Schedule PS2, PS8	Project Cost Breakdown Structure	[To be provided on award]
S305.2	Project documents produced to date as part of the Project Control Framework (PCF)	See folder in E-TENDERING SYSTEM
Schedule CS3	Project Glossary	[To be provided on award]
Schedule PS9	Project Risk (threat and opportunity) and Issues Register	See folder in E-TENDERING SYSTEM

Schedule PS2, PS8	Project Risk Breakdown Structure	[To be provided on award]
Schedule PS8	Project WBS Coding Requirements	[To be provided on award]
Schedule PS2, PS8	Project Work Breakdown Structure	[To be provided on award]
S828	Public Contract Regulations 2015	https://www.legislation.gov.uk/ukxi/2015/102/contents/made
	Public Interest Disclosure Act 1998 or later revision or replacement.	http://www.legislation.gov.uk/ukpga/1998/23/contents
S509.1	"Raising Concerns at Work" Policy	See folder in E-TENDERING SYSTEM
Annex 06	Recruiting for Success	See folder in E-TENDERING SYSTEM
Annex 04	Rehabilitation of Offender Act 1974	http://www.legislation.gov.uk/ukpga/1974/53
Schedule PS5	Responsible Sourcing Strategy	[To be provided on award]
Schedule PS9	Risk Management Plan	See folder in E-TENDERING SYSTEM
Annex 9	Risk Management System (Xactium) user guide	See folder in E-TENDERING SYSTEM
S105.5	RIS 2	https://www.gov.uk/government/publications/road-investment-strategy-2-ris2-2020-to-2025
Schedule PS12	RIS 3	[To be provided when available]
S501	Risk policy and strategy for the management of risk	See folder in E-TENDERING SYSTEM
Annex 01	<u>Road Tunnel Safety Regulations 2007</u>	<u>Road Tunnel Safety Regulations 2007</u>
Schedule CS3	Schedule Management Plan	[To be provided on award]
Appendix A to Annex 04 , BPSS Form, Section 4, para. 4.1	Scotland or Northern Ireland criminal record check process	https://www.gov.uk/request-copy-criminal-record

Annex 04	Security Policy 3	https://webarchive.nationalarchives.gov.uk/+/http://www.cabinetoffice.gov.uk/spf/sp3_ps.a.spx
Annex 6	Shared Apprenticeship Schemes	https://sharedapprentice.org/
Annex 09	Specification for Highway Works	http://www.standardsforhighways.co.uk/ha/standards/mchw/vol1/
Schedule CS2	Stakeholder Engagement and Communications Plan	See folder in E-TENDERING SYSTEM
Schedule CS2	Stakeholder Engagement and Communications Strategy	See folder in E-TENDERING SYSTEM
Annex 6	Standard Occupation Classification (SOC) 2020	https://www.ons.gov.uk/methodology/classificationsandstandards/standardoccupationalclassification/soc
Annex 09	Statement of National Highways' IT Security Policy	See folder in E-TENDERING SYSTEM
Annex 09	Supply Chain Portal	https://supplychainportal.highwaysengland.co.uk Registration required. Please contact National Highways.
Schedule PS5	Sustainable Development Strategy	https://www.gov.uk/government/publications/highways-england-sustainable-development-strategy
Schedule CS4	SWLEP Local Industrial Strategy	See folder in E-TENDERING SYSTEM
S509	The Bribery Act 2010	http://www.legislation.gov.uk/ukpga/2010/23/contents
Annex 15 1.25	The Control of Asbestos Regulations	http://www.legislation.gov.uk/uksi/2012/632/contents/made
S556	The Official Secrets Act 1989	https://www.legislation.gov.uk/ukpga/1989/6/introduction
Annex 09	The Security Incident Management Process	See folder in E-TENDERING SYSTEM
S105.11 and Annex 11	The Strategic Business Plan 2020 – 2025	https://highwaysengland.co.uk/strategic-business-plan/

S305.2 and Schedule PS3	Third Party Agreements	[To be provided on award]
Annex 09	Traffic Management Act 2004	http://www.legislation.gov.uk/ukpga/2004/18/contents
Clause Z52	Transfer of Undertakings (Protection of Employment) Regulations 1981	https://www.legislation.gov.uk/uksi/1981/1794/contents/made
Annex 06	Transport Infrastructure Efficiency Strategy	https://www.gov.uk/government/publications/transport-infrastructure-efficiency-strategy
Annex 06	Transport Infrastructure Skills Strategy	https://www.gov.uk/government/publications/transport-infrastructure-skills-strategy-building-sustainable-skills
Appendix A to Annex 04 , BPSS Form, Guidance Notes, Annex C, Nationality and right to work	UK Visas and Immigration guidance on right to work and record retention	https://www.gov.uk/government/collections/employers-illegal-working-penalties
Appendix A to Annex 04 , BPSS Form, Section 2, para. 2.2	UK Visas and Immigration's "Right to Work" acceptable documents and guidance	https://www.gov.uk/government/publications/right-to-work-checklist https://www.gov.uk/government/publications/right-to-work-checks-employers-guide



National Highways Company Limited

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Annex 03

Insurance

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1 INSURANCE TABLE	
1.1 Professional Indemnity Insurance	
1.1.1	<p>Insureds</p> <ul style="list-style-type: none"> <i>Consultant</i>
1.1.2	<p>Interest</p> <p>To indemnify the Insured (as set out in paragraph 1.1.1 above) for all sums which the Insured (as set out in paragraph 1.1.1 above) becomes legally liable to pay (including claimant's costs and expenses) as a result of any claim or claims first made against the Insured (as set out in paragraph 1.1.1 above) during the Period of insurance (as set out in paragraph 1.1.4 below) by reason of any act, error or omission arising from or in connection with professional services, advice, design and or specification relevant to the <i>service</i> or the contract</p>
1.1.3	<p>Territorial limits</p> <p>United Kingdom</p>
1.1.4	<p>Period of insurance</p> <p>The <i>Consultant</i> maintains this insurance from the <i>starting date</i> until twelve (12) years following Completion the whole of the <i>service</i> or termination of the contract whichever occurs earlier.</p>
1.1.5	<p>Cover features and extensions</p> <ul style="list-style-type: none"> legal liability assumed under contract, duty of care agreements and collateral warranties and retroactive cover from the date of the contract or retroactive date no later than the date of the contract in respect of any policy provided on a "claims made" form of policy wording.
1.1.6	<p>Principal exclusions</p> <ul style="list-style-type: none"> war related perils, nuclear/radioactive risks, insolvency of the Insured (as set out in paragraph 1.1.1 above) and liability for death, illness, disease or bodily injury sustained by employees of the Insured (as set out in paragraph 1.1.1 above) arising out of the course of their employment.
1.2 Third Party Public and Products Liability Insurance	

1.2.1	<p>Insureds</p> <ul style="list-style-type: none"> • <i>Consultant</i>
1.2.2	<p>Interest</p> <p>To indemnify the Insured (as set out in paragraph 1.2.1 above) in respect of all sums that the Insured (as set out in paragraph 1.2.1 above) may become legally liable to pay whether contractually or otherwise (including claimant's costs and expenses) as damages in respect of accidental</p> <ul style="list-style-type: none"> • death or bodily injury, illness or disease contracted by any person, • loss or damage to property or • interference to property or any easement right of air, light, water or way or the enjoyment or use thereof by obstruction, trespass, nuisance, loss of amenities <p>happening during the Period of insurance (as set out in paragraph 1.2.4 below) and arising out of or in connection with the <i>service</i> and the contract.</p>
1.2.3	<p>Territorial limits</p> <p>United Kingdom and elsewhere in the world in respect of non-manual visits.</p>
1.2.4	<p>Period of insurance</p> <p>The <i>Consultant</i> maintains the insurance from the <i>starting date</i> until the Completion of the whole of the <i>service</i> or termination of the contract whichever occurs earlier.</p>
1.2.5	<p>Cover features and extensions</p> <ul style="list-style-type: none"> • legal defence costs in addition to the limit of indemnity, • contingent motor vehicle liability, • Health & Safety at Work Act(s) clause, • data protection legislation clause, • defence appeal and prosecution costs relating to the Corporate Manslaughter and Corporate Homicide Act 2007 and • indemnity to principals clause.

1.2.6	<p>Principal exclusions</p> <ul style="list-style-type: none">• war and related perils,• nuclear/radioactive risks,• liability for death, illness, disease or bodily injury sustained by employees of the Insured (as set out in paragraph 1.2.1 above) arising out of the course of their employment,• liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles,• liability in respect of predetermined penalties or liquidated damages imposed under the contract,• liability arising from the ownership, possession or use of any aircraft or marine vessels,• liability arising from contamination and pollution unless caused by a sudden, unintended, unexpected and accidental occurrence and• events more properly covered under the professional indemnity insurance policy.
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1.3 Policies to be taken out as required by United Kingdom law	
1.3.1	Parties to the contract are required to meet their statutory insurance obligations in full. Insurances required to comply with all statutory requirements including, but not limited to, employers' liability insurance and motor third party liability insurance.
1.3.2	The limit of indemnity for the employers' liability insurance is not be less than ten million pounds (£10,000,000) any one occurrence, the number of occurrences being unlimited during any annual period of insurance or such greater amount as is required by the applicable law for the duration of the contract or such greater period as is required by law.
1.3.3	The statutory insurances to contain an indemnity to principals clause in respect of claims made against the <i>Client</i> and other partners arising out of the performance of the partner of his duties under the contract.
1.3.4	The insurance is maintained from the date of the contract throughout the period of the contract.



National Highways Company Limited

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Annex 04

Client's personnel security procedures

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1 CLIENT'S PERSONNEL SECURITY PROCEDURES	
1.1 Mandatory obligations	
1.1.1	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 link in Annex 02) issued by the Cabinet Office as amended from time to time (referred to here as the "Security Policy Framework").
1.1.2	The Security Policy Framework is available to be downloaded from the Cabinet Office website (see link in Annex 02). The <i>Consultant</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 Annex 04 of the Scope.
1.1.3	The <i>Consultant</i> ensures that the appropriate level of personnel security is obtained and maintained for all Staff in accordance with the Security Policy Framework.
1.1.4	The <i>Service Manager</i> notifies the <i>Consultant</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>Consultant</i> as a result of the amendments.
1.1.5	In addition to the requirements set out in the Security Policy Framework, the Cabinet Office Efficiency and Reform Group has introduced security requirements in relation to working area admittance, passes and photographs. These requirements are set out in Part Three of this Annex 04 below.
1.2 Security checks – Minimum requirements	
1.2.1	<p>The HMG Baseline Personnel Security Standard (BPSS) forms the minimum-security check requirements for all Staff whose duties include</p> <ul style="list-style-type: none"> • working in any of the <i>service</i> and the <i>Client's</i> premises, offices, depots, Regional Operations Centres (ROC), the National Traffic Operations Centre (NTOC) and any outstations owned or operated by the <i>Client</i>, • usage of the <i>Client's</i> Information Systems or • working unsupervised in any other capacity.
1.2.2	The <i>Service Manager</i> may notify the <i>Consultant</i> of a modification to the categories of Staff requiring BPSS security checks at any time.
1.2.3	The complete Government guidance document for the BPSS is available to be downloaded from the Cabinet Office website (see link in Annex 02). The BPSS form and summary guidance produced by the <i>Client</i> is located in section 5 below.

1.2.4	Procedural and other details for ensuring compliance with the BPSS are set down in Part One – BPSS Compliance below.
1.3	Security checks – Additional vetting requirement
1.3.1	Where Staff require unrestricted access to the <i>Client</i> areas identified in Part Two of this Annex 04 , the <i>Service Manager</i> notifies the <i>Consultant</i> of the appropriate level of National Security Vetting (NSV) to be carried out.
1.3.2	The <i>Service Manager</i> notifies the Security Team via email (see link in Annex 02) that the applicant requires NSV to be carried out.
1.3.3	Procedural and other details for ensuring compliance with NSV are set down in Part Two - National Security Vetting (NSV) of this Annex 04 .
2	PART ONE – BPSS COMPLIANCE
2.1	Procedures
2.1.1	The <i>Consultant</i> undertakes security checks to ensure the confidentiality, integrity and availability of the <i>Client's</i> asset (documents and information).
2.1.2	<p>The recruitment controls of the BPSS are required to have been carried out for all Staff to whom paragraph 1.2.1 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"> • is issued with a security pass giving unrestricted access to the <i>Client's</i> premises, • potentially has access to the <i>Client's</i> sensitive, possibly protectively marked, information or • is given access to the <i>Client's</i> IT network.
2.1.3	The <i>Consultant</i> takes all necessary measures to confirm that any previous security check 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 (see link at Annex 02).
2.1.4	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>Consultant</i> certifying the same.
2.1.5	The <i>Consultant</i> reconciles any unacceptable gaps identified between the BPSS and existing security check in accordance with the requirements of the BPSS.
2.1.6	Any new Staff to whom paragraph 1.2.1 above applies are assessed strictly in accordance with the requirements of the BPSS.

2.1.7	The <i>Consultant</i> keeps full and auditable records of all security checks carried out on the <i>Staff</i> and makes such records available to the <i>Client</i> or its appointed representatives for audit purposes upon request.
2.1.8	<p>If</p> <ul style="list-style-type: none"> the <i>Client</i> discovers any non-compliance with the requirements of the BPSS from the audit process, the <i>Consultant</i> fails to keep full records of security checks carried out on <i>Staff</i> or the <i>Consultant</i> fails to make such records available on reasonable request <p>then the <i>Service Manager</i> may</p> <ul style="list-style-type: none"> invoke individual withdrawal of permits or passes to <i>Staff</i>, invoke systematic withdrawal of permit or passes to <i>Staff</i> or require that an independent audit of the <i>Consultant's</i> BPSS security check procedure is undertaken at the expense of the <i>Consultant</i> and instruct the <i>Consultant</i> to take appropriate action to immediately address any non-compliance with the BPSS notified to it by the <i>Service Manager</i>.
2.1.9	The <i>Consultant</i> acknowledges 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.
2.2 Security check process for BPSS	
2.2.1	The security check process of the BPSS below follows the guidance provided in the HMG Baseline Personnel Security Standard May 2018 (see link in Annex 02).
2.2.2	<p>The BPSS comprises verification of four main elements</p> <ul style="list-style-type: none"> Identity, nationality and immigration status (including an entitlement to undertake the work in question), employment history (past 3 years) and criminal record (unspent convictions only). <p>Additionally, prospective <i>Staff</i> 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>
2.2.3	The specific requirements for verification of each of the four main elements are set down in Part II - The Verification Process of the HMG Baseline Personnel Security Standard (BPSS) (see link in Annex 02). An outline description of the core

	requirements is included below but does not relieve the <i>Consultant</i> from its obligation to comply with all the requirements of the HMG BPSS.
2.2.4	<p>Information collected at each stage of the process is reviewed, assessed and recorded by the <i>Client</i> in line with these forms contained in Appendix A below. These forms cover</p> <ul style="list-style-type: none"> • verification record, • Nationality and Immigration Status Form, • UK Home Office's Employer Checking Service, • Employment History Report Form, • Her Majesty's Revenue & Customs (HMRC) Record Check Form and • Criminal Record Declaration.
2.3 Verification of identity – Outline requirements	
2.3.1	Identity may be verified by physically checking a range of appropriate documentation (for example passport or national identification (ID) card together with utility bills or bank statement) or by means of a commercially available identification verification service.
2.3.2	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.
2.3.3	There is no definitive list of identifying documents. The <i>Consultant</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).
2.3.4	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.
2.3.5	Where verification of identity is not straightforward, but a decision is nevertheless taken to employ an individual, the <i>Consultant</i> notifies the <i>Service Manager</i> and records the matter on the Early Warning Register.

2.4 Nationality and immigration status (including an entitlement to undertake the work in question) – Outline requirements	
2.4.1	Nationality and immigration status may be verified by physically checking appropriate documentation or, in exceptional circumstances only, by means of an independent check of UK Visas and Immigration records.
2.4.2	The <i>Consultant</i> takes the necessary steps to ensure that an individual has the right to remain in the United Kingdom and undertake the work in question.
2.4.3	Checks need to be applied consistently and the <i>Consultant</i> needs to be aware of its obligations under the Equality Act 2010 (see link in Annex 02).
2.5 Employment or academic history (past 3 years) – Outline requirements	
2.5.1	<p>The <i>Consultant</i> verifies the individual's recent (minimum of 3 years) employment or academic history (as applicable), by</p> <ul style="list-style-type: none"> • following up references with previous employers, • verifying Her Majesty's Revenue and Customs (HMRC) tax returns or accountant certified company accounts for self-employment periods, • verifying academic certificates, • means of a commercially available curriculum vitae checking service, or • in exceptional circumstances or where there are unresolved gaps, by means of an independent check of HMRC records.
2.5.2	To ensure that individuals are not concealing associations or unexplained gaps, the <i>Consultant</i> carries out an investigation to address any doubts over the information provided before proceeding further with the BPSS requirements.
2.6 Criminal record (unspent convictions only) – Outline requirements	
2.6.1	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.
2.6.2	Under the terms of the Rehabilitation of Offender Act 1974 (see link in Annex 02), it is reasonable for employers to ask individuals for details of any "unspent" criminal convictions. The Act states that if an offender remains free of further convictions for a specified period (the "rehabilitation period"), the conviction becomes spent. Where rehabilitation has taken place, the individual is to be treated as if the offence had never been committed.

2.6.3	The <i>Consultant</i> may choose to use the basic disclosure certificate check option available from Disclosure and Barring Service to meet this verification requirement (see link in Annex 02).
2.6.4	Where “unspent” convictions have been disclosed, the <i>Consultant</i> carries out a risk assessment, which may include the need for legal advice, before proceeding further.
2.7 Agreement for employment	
2.7.1	General guidance and requirements post BPSS verification are contained in Part IV – Post Verification Process of the HMG BPSS (see link in Annex 02). An outline description of the core requirements is included below but does not relieve the <i>Consultant</i> from its obligation to comply with all the requirements of the BPSS.
2.7.2	Subject to paragraph 2.7.3 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>Consultant</i> as suitable to undertake the duties referred to in paragraph 1.2.1 above.
2.7.3	The <i>Client</i> ordinarily requires a period of 3 Working Days from receipt of a fully completed BPSS security check for its internal agreement process and prior to the subsequent issue of access permits and passes. The <i>Service Manager</i> may exclude from the <i>Client</i> ’s premises any individual for whom a BPSS is not supplied, is incomplete or is otherwise unsatisfactory.
2.7.4	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>Consultant</i> if the individual has been agreed as suitable to undertake all or any of the duties referred to in paragraph 1.2.1 above.
2.8 Incomplete or unsatisfactory BPSS verification records	
2.8.1	Where a BPSS is incomplete or is otherwise unsatisfactory, the <i>Service Manager</i> advises the <i>Consultant</i> of the deficiencies and the actions needed to correct them.
2.8.2	The <i>Service Manager</i> contacts the Security Team (see link in Annex 02) to address any actions needed as a result of an incomplete or otherwise unsatisfactory BPSS check.
2.9 Renewal of the BPSS	
2.9.1	Under most circumstances, renewal of the BPSS is not required.
2.9.2	The <i>Consultant</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.
2.9.3	The <i>Service Manager</i> instructs the <i>Consultant</i> to carry out additional security checks on any Staff required to operate in or on List X (see Annex 02) premises owned, operated or accessible by the <i>Client</i> .
2.9.4	If an individual, who has previously been the subject of a BPSS check, leaves the employment of the <i>Consultant</i> and is subsequently re-employed by the <i>Consultant</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.
2.10 Ongoing personnel security management (“aftercare”)	
2.10.1	The <i>Consultant</i> monitors, manages and supports the required behaviours of Staff who are agreed 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.
2.10.2	Where the <i>Consultant</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>Consultant</i> to review the performance of the individual concerned. The <i>Consultant</i> takes appropriate action in consequence of the review, which may include <ul style="list-style-type: none"> • agreeing a performance improvement plan, • a temporary suspension of permits and passes or • removal of the individual in accordance with clause 21.2 of the <i>conditions of contract</i>.
2.11 Retention of documentation	
2.11.1	The documentation associated with the BPSS is retained by the <i>Consultant</i> until Completion and for a period of twelve months after the individual has ceased to be employed on the contract.
2.11.2	The <i>Consultant</i> destroys all electronic and paper copies of documentation which it is no longer required to retain.
3 PART TWO – NATIONAL SECURITY VETTING (NSV)	
3.1 Procedures	
3.1.1	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.

3.1.2	Other than in exceptional circumstances, the NSV is not to be undertaken before the individual's BPSS's check has been completed satisfactorily. The <i>Consultant</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.
3.1.3	The <i>Service Manager</i> determines if any Staff need to undertake the NSV in addition to the BPSS check.
3.1.4	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.
3.1.5	Where the <i>Service Manager</i> determines that the NSV is required, the agreement process set out in section 2.7 does not apply, unless the <i>Service Manager</i> instructs otherwise. Access permits and passes are only issued on satisfactory completion of the NSV.
4 PART THREE – CABINET OFFICE EFFICIENCY AND REFORM GROUP REQUIREMENTS	
4.1 Admittance to the <i>Client's</i> premises	
4.1.1	The <i>Consultant</i> submits to the <i>Service Manager</i> details of people who are to be employed by it and its subcontractors. The details include a list of names and addresses, the capacities in which individuals are employed and other information required by the <i>Service Manager</i> .
4.1.2	The <i>Service Manager</i> may instruct the <i>Consultant</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.
4.2 Passes	
4.2.1	All Staff are required to carry a <i>Client's</i> pass whilst working in any of the <i>Client's</i> premises.
4.2.2	The <i>Consultant</i> submits to the <i>Client</i> for acceptance a list of the names of individuals for whom passes are required. The <i>Client</i> issues the passes to the <i>Consultant</i> . Each pass is returned to the <i>Client</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.
4.3 Recorded images	
4.3.1	The <i>Consultant</i> does not take recorded images, for example photographs or videos of the <i>service</i> or the <i>Client's</i> premises or any part of them unless it has obtained the acceptance of the <i>Service Manager</i> .

4.3.2	The <i>Consultant</i> takes the measures needed to prevent Staff taking, publishing or otherwise circulating such recorded images.
5 BASELINE PERSONNEL SECURITY STANDARD (BPSS) CHECK	
5.1 Introduction	
5.1.1	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 has to be a National Highways employee, appointed by the <i>Client</i> . All Staff working on the <i>Client's</i> premises or with its technology, are BPSS agreed before beginning to work for or with the <i>Client</i> . The BPSS form and guidance have been produced to assist the <i>Client's</i> hiring managers undertaking checks and to ensure all checks meet the standards set out in the Security Policy Framework.
5.1.2	The BPSS form and guidance notes are in Appendix A to Annex 04 of the Scope.

APPENDIX A - BASELINE PERSONNEL SECURITY STANDARD (BPSS) FORM AND GUIDANCE



Baseline Personnel Security Standard Check

Introduction

Unless advised otherwise it is the *Client's* hiring manager who completes a Baseline Personnel Security Standard (BPSS) check. The *Client's* hiring manager for the contract has to be a National Highways employee appointed by the *Client*. Staff working on the *Client's* premises or with its technology, are BPSS agreed before beginning to work for or with the *Client*. This form has been produced to assist the *Client's* hiring managers undertaking checks and to ensure these checks meet the standards set out in the Security Policy Framework (SPF) May 2018 (see link in **Annex 02**) and the HMG Baseline Personnel Security Standard v6.0 – May 2018 (and any subsequent amended versions) (see link in **Annex 02**).

This document contains the BPSS form and guidance notes to assist with the form completion.

Please read the guidance notes fully before starting to complete this form.

This document is split into:

BPSS Form sections:

1. Applicant details and identity verification
2. Nationality and right to work
3. Employment and academic history and personal references
4. Criminal records check
5. Declarations

Guidance notes:

Annex A: General notes

Annex B: Identity verification

Annex C: Nationality and right to work

Annex D: European Economic Area (EEA) countries

Annex E: Employment and academic history and personal references

Annex F: Personal reference template

Please note that if the applicant only requires external email access to National Highway's computer systems (known as ZZ account) only sections 1, 2, 3 and 5 need to be completed.

The *Client's* hiring manager sends the form to ITSecurityAdvice@highwaysengland.co.uk. A criminal records check is not required for ZZ accounts.

If the applicant already has BPSS agreement from their current employer, they are not required to complete another check so long as the applicant has remained in this employment continuously or has been re-employed by their employer within twelve months of their resignation. The *Client* may require additional evidence before reinstating the original security check authorisation. If the *Client's* hiring manager is informed of this by the *Consultant*, the *Client's* hiring manager needs to email the [Security Team](#) who check the applicant's details against their records for existing BPSS agreement.

If assistance is required to complete this form, the *Client's* hiring manager should contact the Security Team via email on SecurityTeam@highwaysengland.co.uk.

BPSS FORM

SECTION 1 - Application details and identity verification

1.1 *Client's* hiring manager details

Hiring manager's name:	
Company location:	
Telephone number:	

1.2 Applicant details

Applicant's name:	
Gender:	Male / female (please delete as appropriate)
Current home address:	
Contact telephone number:	
Prospective National Highways place of work:	
Prospective start date:	
Position:	<i>Consultant</i> (please delete as appropriate)

1.3 Identity verification (for the *Client's* hiring manager)

The applicant presents the *Client's* hiring manager with appropriate documentation to prove their identity. Annex B – Identity verification provides details of which documents are acceptable and general guidance on this section. Generally, one document which contains a photo or 2 documents without photos are sufficient.

Please note the document(s) you have seen below:

Document type:		Date of issue:	
Country of issue:		Date of expiry:	

Document type:		Date of issue:	
Country of issue:		Date of expiry:	

(please replicate table for each document taken as required)

SECTION 2 - Nationality and right to work

2.1 Applicant's details

Nationality (list all):

Are you subject to immigration control? Yes/no (please delete)

If yes, please specify:

Are there any restrictions on your continued residence in the UK? Yes/no (please delete)

If yes, please specify:

Are there any restrictions on your continued freedom to take employment in the UK? Yes/no (please delete)

If yes, please specify:

Are you subject to the EU Settlement Scheme? Yes/ no (please delete)

If yes, please specify your status under the scheme and provide your EU Settlement Status verification code for employers:

Settled status/ Pre-settled status (please delete)

Verification code:

2.2 Nationality verification (for *Client's* hiring managers)

The applicant has to provide you with appropriate documentation to prove they have the 'right to work' in the UK. The list of acceptable documents is provided by UK Visas and Immigration accessible [here](#).

You also have to follow their 3-step guide accessible [here](#).

Annex C below contains general guidance on this section.

Annex D below contains a list of European Economic Area (EEA) countries whose citizens have a 'right to work' in the UK.

Please note the document(s) you have seen below:

Document:	
-----------	--

Date of issue:	
Review date (if applicable):	

(please replicate table for each document taken as required)

SECTION 3 – Employment and academic history and references

3.1 Applicant's employment history (past 3 years)

Please provide details of all the companies or academic organisations you have worked for or studied at in the last 3 years (whether in the UK or overseas). You need to provide references from these employers and academic organisation:

Company name:	
Company address:	
Contact name:	
Period of employment:	

Company name:	
Company address:	
Contact name:	
Period of employment:	

Company name:	
Company address:	
Contact name:	
Period of employment:	

(please replicate table as required)

3.2 Gaps in applicant's employment history

Please describe any gaps in your employment including time spent in full-time education, any foreign travel or periods of unemployment within the past 3 years:

3.3 Employment verification (for *Client's* hiring managers)

You need to obtain confirmation from all the companies listed, as well as letters from schools/ academic institutions and passport visas to confirm overseas travel. Annex E below provides guidance on this section.

Please answer the 3 sections below:

- a) Please confirm that you have verified employment with all the companies listed: Yes/no (please delete)

If no, please explain why this was not possible:

- b) Please confirm the documents you have seen which verify any gaps in employment:

Document:	
Date of issue:	

(please replicate table as required)

- c) If you have obtained a personal reference, please record the referee's details below:

Referee:	
Relationship to applicant:	
Address:	

SECTION 4 - Criminal record check

4.1 Information for applicants

The *Client* requires a criminal record check to confirm if you have any unspent convictions. You do not need to tell us about any spent convictions.

A basic Disclosure and Barring Service (DBS) check is the criminal record check available for people living or working in England and Wales. If you have been living or working in Scotland or Northern Ireland for over 6 months in the last 3 years, another criminal record check is applied for. Full details on how to apply can be found [here](#).

Once you have applied, please keep a copy of the reference number to provide to your hiring manager.

Further details on what information is included on each certificate are on the relevant website. It is helpful to tell your hiring manager about offences that are shown on your certificate, before your certificate arrives.

4.2 Criminal records check verification (for *Client's* hiring managers)

The applicant provides the *Client's* hiring manager with either

- evidence that the application for the certificate has been submitted (e.g. reference number or screen shot)
- a recent (issued within 3 months) original criminal records certificate, or
- an older original certificate if the applicant still works for the same employer and the check was carried out as part of their employment.

Please note the document you have seen below:

Document:	
Date of issue:	

(please replicate table as required)

If the application has only just been made, hiring managers will need to make sure they review the certificate when it arrives. If hiring managers are unsure about any of the details shown on the certificate, please contact the [Security Team](#).

An overseas criminal record certificate is required if the applicant has been outside of the UK for a period of 6 months or over in the last 3 years. The [Security Team](#) can provide guidance on how to obtain these certificates.

SECTION 5 - Declarations

5.1 Applicant's declaration:

I declare that the information I have given on this form is true and complete. In addition, I understand that any false information or deliberate omission in the information I have given on this form may prevent me from working with the *Client*. I will notify the hiring manager of any material changes to the information I have provided.

Name:	
Signature:	
Date:	

5.2 *Client's* hiring manager's declaration:

I certify that in accordance with the requirements of the BPSS, I have examined the documents listed on this form and can confirm that the applicant has satisfied the requirements in all sections.

I have made available to the applicant the appropriate privacy notice (see Guidance Notes - Annex A below), which informs the applicant as to their statutory rights under the Data Protection Act 2018 and General Data Protection Regulation.

Name:	
Signature:	
Date:	

GUIDANCE NOTES

Annex A

General notes

- The *Client's* hiring manager has to see original documents, copies are not acceptable.
- At that time the *Client's* hiring manager needs to check that birth dates, signatures and photos match the individual and across documents presented. If any discrepancies are found, please contact the [Security team](#) for advice.
- The *Client's* hiring manager has to comply with the Data Protection Acts and General Data Protection Regulation (GDPR), therefore
 - remember to delete any electronic versions of this form/ personal documents and securely destroy paper copies of documents when they are no longer relevant. UK Visas and Immigration provides advice on how long to keep copies of nationality and right to work documents [here](#) and
 - issue the applicant with the latest [National Highways BPSS Privacy Notice document](#).
- Once the applicant starts work, the *Client's* hiring manager needs to email the [Facilities helpdesk](#) to request that the applicant's photo is taken for their *Client's* premises pass and a induction to the relevant premises is undertaken.
- If the *Client's* hiring manager is not located in the same premises as the applicant, the *Client's* hiring manager needs to make sure there is someone available to greet the applicant at reception and undertake a new starter induction. The *Client's* hiring manager needs to make sure that reception is aware of the date the applicant is starting work.

If the *Client's* hiring manager has any questions regarding this form or the BPSS check itself, the [Security team](#) can be contacted for assistance. If the *Client's* hiring manager would prefer to speak to someone, please state this in your email and a member of the Security team will call you as soon as they can.

Annex B

Applicant details and identity verification

Generally, one document which contains a photo or two documents without photos provides adequate proof of identity. However not all documents are of equal value. Listed below are some examples of documents that are from reliable sources, are difficult to forge and are dated. Documents with an expiration date have to current and all others should have been issued within the last 6 months.

Good examples of identity documents that contain a photo are

- current UK photo-card driving licence and
- current passport.

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

Following the UK leaving the EU on 31st January 2020, there will be no change to the rights of EEA nationals until the end of the planned implementation period on 30 June 2021.

EEA nationals who receive settled or pre-settled status under the EU settlement scheme have the right to work in the UK.

Good examples of identity documents without photos include

- birth, adoption or gender recognition certificate
- marriage licence, divorce (decree absolute) or annulment papers
- current full UK driving licence (old 'paper' version)
- a recent utility bill (issued within the last 6 months)
- a council tax bill (valid for the current year period)
- bank, building society or credit union statement (issued within the last 6 months) or passbook containing the applicant's current address
- current benefit book or card or original notification letter from the DWP confirming the right to benefit (these documents are not required to be dated within the last 6 months) and
- police registration document or HM Forces identity card.

This is not an exhaustive list and if none of these documents are available, please contact the [Security Team](#) for further advice.

What to look for when examining documents

- the documents shown to you have to be the original documents. If you are unsure, consider comparing them to other examples you may have to hand if applicable. Otherwise please consult Her Majesty's Passport Office guidance for checking UK Passports [here](#)
- examine the documents for alterations or signs that the photograph or signature has been removed and replaced
- check that any signature on the documents tallies with other examples in your possession. If you're unsure, ask the applicant to sign something in your presence
- check that details given on the documents corresponds with what you already know about the individual and
- check the date of issue on each document. If all documents are newly issued and there are only minimal references available which do not cover the last three years' employment records, please contact the [Security Team](#) for more advice.

If you have any doubts about the documents you have been given, please contact the [Security Team](#), before discussing your concerns with the applicant.

Young Applicants

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

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

Annex C

Nationality and right to work

The current advice from UK Visas and Immigration on nationality and right to work in the UK is available on their [website](#).

In addition, please note

- the *Client's* hiring manager has to be satisfied that each document produced relates to the applicant and that all documents contain the same date of birth, photo and the applicant's appearance looks the same across documents presented,
- it is not necessary to send copies of these documents to the Security Team. However, if the *Client's* hiring manager is unsure or unfamiliar with the documents it has been given, the Security Team are available to advise you further. Please email the [Security team](#) in the first instance and, if required, the *Client's* hiring manager will be asked to scan the relevant parts of the documents in question and send it to the team for their review and
- the UK Visas and Immigration website provides advice on how long to keep copies of nationality and right to work documents [here](#).

Annex D

European Economic Area (EEA) Countries

Citizens of the United Kingdom, Switzerland or one of the following European Economic Area (EEA) countries, have the right to work in the UK. Further information is available [here](#).

Following the UK leaving the EU on 31st January 2020, there will be no change to the rights of EEA nationals until the end of the planned implementation period on 30 June 2021. EU nationals will continue to be able to use the documents listed in this section as proof of their right to live and work in the UK until the end of the planned implementation period.

EU nationals who receive settled or pre-settled status under the EU settlement scheme have the right to work in the UK.

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

Annex E

Employment and academic history and personal references

- All employment history should be confirmed with previous employers, including overseas appointments (where the applicant was abroad for over 6 months).
- Where an individual is or was self-employed, references can be obtained from previous clients and companies the individual has provided services or works to, acting as a consultant or contractor. The *Client's* hiring manager should treat each case on its own merits and, where required, may request further evidence in the form of HMRC tax returns, accountant's certified company accounts or use the process for personal references below.
- A template to send to previous employers and personal referees can be found in Annex F below. However, most companies now only provide official confirmation of when an individual worked for them (on letter headed paper). This is acceptable.
- Reasonable steps should be taken to ensure that the reference is genuine. References that are handwritten, not on letter headed paper, contain spelling or grammatical errors or is just not convincing for any reason, should be followed up directly with the individual(s) providing the reference.
- If the applicant has been unemployed, or its previous employer is no longer in business, a personal reference can be obtained instead (see below). This is not necessary if the period involved is less than 6 months long.
- If the applicant has only worked for one organisation in the last 3 years, then one reference from this company is sufficient.
- Where an applicant has been in full time education during the period, confirmation has to be obtained from the relevant school or other academic institution.
- Where an applicant has been overseas during the last 3 years, it is sufficient to see the entry visa for the country stated (this only applies to citizens which do not hold an EEA passport or EU settlement status). Some countries no longer issue exit visas.
- Where a young person has difficulty in providing both evidence of identity and adequate referee coverage, it may be appropriate to obtain both from the same referee.

Personal references

- Personal references are acceptable when no other reference is available. In the event of prolonged unemployment lasting 3 years or more, one personal reference covering a period of 3 years is required. Family members (including in-laws) are not suitable for references.
- The applicant should provide the details of someone of professional standing (e.g. solicitor, civil servant, teacher, accountant, bank manager, doctor, officer of the armed forces) who has sufficient knowledge of the applicant to provide a considered reference. If the applicant is unable to nominate such a person, then references should be obtained from personal acquaintances. Personal acquaintances cannot provide references if they are involved in any financial arrangements with the applicant.

Annex F

Personal reference template

[The Client's hiring manager can use this template to send to both previous employers and personal referees. The hiring manager needs to include a covering letter, explaining that they are requesting this information in relation to the applicant's proposed role in working with or for the Client.]

Dear

SUBJECT: *[insert applicant's name]*

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

Date from:		Date to:	
Capacity:			

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

3. Are you involved in any financial arrangements with the subject?

YES/ NO (please delete)

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

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

Name:	
Signature:	
Date:	
Address:	
Telephone number:	
Email address:	



National Highways Company Limited

Scope

Annex 05

Customer Service

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1 CUSTOMER REQUIREMENTS

1.1 Not Used

1.2 Customer service

- 1.2.1 The customer is any person or organisation that uses or is affected by the *service*, including
- road users,
 - communities and community groups,
 - tenants and persons and organisations that lease from the *Client* and
 - the public who use the *service*.
- 1.2.2 The *Client* has published an overarching Customer Service Strategy (see link at **Annex 02**), which sets out the approach to improving works and services provided to its customers. The *Consultant* collaborates with the *Client* to support the successful delivery of this strategy. Key aspects of this strategy include
- consistently effectively and efficiently Provide the Service, working to manage delays and make journeys as safe and stress free as possible,
 - improving the *Client's* service and network, being more effective in the way the *Client* operates, maintains and improves roads and
 - developing the *Client's* relationships with customers, building strong dialogue with its customers and communities, providing information to help people make the best choices and understanding the needs and expectations of the customer.
- 1.2.3 The *Consultant* notifies the *Service Manager* of any customer service issues and provides support in the mitigation of any negative consequences that could affect the delivery of the *service* or achievement of the aims and objectives in the Customer Service Strategy (see link in **Annex 02**).
- 1.2.4 The *Consultant* embeds throughout the Staff an understanding of *Client* imperatives, values, culture, strategy and objectives. Awareness is fostered at every opportunity, including at on-boarding and induction, performance reviews, site meetings and through delivery of learning and development opportunities including *Client* e-learning (once available). The *Consultant* builds on these principles when complying with the requirements of Schedule CS5 (Leadership, People and Organisational Management),

- 1.2.5 The *Consultant* ensures that *Client* customer requirements are cascaded to and adhered to by subcontractors (at any stage of remoteness from the *Client*).
- 1.2.6 The *Consultant* ensures that delivery of *Client* customer service requirements are fully inclusive and accessible and that this is evidenced within the Inclusion Action Plan (see **Annex 6 Appendix B**).
- 1.2.7 The *Consultant* reviews its policies, procedures and processes to ensure that there are no adverse customer equality impacts throughout delivery of the *service* on protected characteristics or affected groups and complies with the *Client*'s public sector equality duties under the Equality Act 2010 (see **Annex 02**).
- 1.2.8 The *Consultant* uses demographic data and analysis to inform delivery of the *service*, alongside findings of the Equality Impact Assessment (as required by the Project Control Framework) to identify who are the customers and communities that are affected by the delivery of the *service*.
- 1.2.9 The *Consultant* evidences the involvement of diverse groups in agreeing communication channels and engagement activities with the *Client* and Others (to ensure they are appropriate and accessible) and the monitoring and evaluating satisfaction of these.
- 1.2.10 The *Consultant* provides any information that is needed to enable the *Service Manager* to prepare statements or responses to questions or issues raised by or on behalf of any customer. The *Consultant* provides such information within any time periods which may be imposed by the *Service Manager* (acting reasonably having regard to the purpose of the provision of the information requested and to the nature and extent of the information requested). If the *Consultant* cannot provide the required information to support the *Service Manager*'s response, the *Consultant* immediately notifies the *Service Manager*, detailing the reasons.
- The timescales are to be those as listed in the *Client*'s corporate customer complaints process (see link at **Annex 02**).
- 1.2.11 Not Used.
- 1.2.12 The *Consultant* contributes to improving outcomes for those impacted by diversion routes, including on the strategic road network and in local communities.
- 1.2.13 Not Used.
- 1.2.14 Not Used.

- 1.2.15 The *Consultant* collaborates with the *Client* to create a customer plan which aligns with the Network Occupancy Communications Plan (NOCP) and the *Client's* overarching Customer Service Strategic Plan (see link at **Annex 02**) which defines
- all customer stakeholder groups,
 - communication channels and timings for each stakeholder and
 - feedback protocols from customers.
- 1.2.16 The *Consultant* records performance against customer and stakeholder performance metrics within the performance strategy.
- The *Consultant* assures that all current and future Customer Service Standards published by the *Client* are complied with throughout the delivery of the *service*.
- 1.2.17 The *Service Manager* conducts customer audits of the *Consultant's* policies, procedures and practices at such times as required, but no earlier than 14 days after the *starting date*. The *Consultant* cooperates with such requests and provides all information requested by the *Service Manager*.
- 1.2.18 The *Service Manager* may suggest recommendations to the *Consultant's* quality plan to improve customer service. The *Consultant* implements these recommendations or responds to the *Service Manager* giving reasons why they are not accepted.
- 1.2.19 The *Consultant* complies with any requirements or constraints for customer service set out in the Services and Systems Schedules.

1.3 Customer Relationship Management

- 1.3.1 The *Client* operates a CRM system for managing all stakeholder and customer correspondence in accordance with section S514 and the requirements of
- Schedule SP1 (General Systems Requirements),
 - Schedule CS2 (Communications, Stakeholder and Community Management),
 - Schedule PS4 (Land Management) and
 - Schedule PS6 (Third-Party Agreements Support).
- The *Consultant* uses the *Client's* CRM system in managing all stakeholder and customer correspondence.
- 1.3.2 The *Consultant* liaises with the *Service Manager* to ensure that appropriate Staff and members of the Leadership Team receive CRM training.



National Highways Company Limited

Scope

Annex 06

People Strategy

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1 PEOPLE STRATEGY

1.1 EQUALITY DIVERSITY AND INCLUSION

- 1.1.1 The *Consultant* assists the *Client* in the achievement of its equality, diversity and inclusion (EDI) objectives. The *Client*'s objective is to embed principles of equality, diversity and inclusion into all areas of its business, driving real change in how it works with its customers and communities, its supply chain and its employees. The *Consultant* assists the *Client* in working collaboratively with its partners so that its workplaces are inclusive and the strategic road network is accessible and integrated for both its users and communities affected by works to the Strategic Road Network.
- 1.1.2 The *Consultant* prepares an Inclusion Action Plan in accordance with **Appendix B** and submits it to the *Service Manager* for acceptance in accordance with Schedule CS4 (People and Organisational Management) to demonstrate how it develops an iterative approach to supporting the *Client* in meeting its EDI objectives through the life of the contract.
- 1.1.3 The Inclusion Action Plan names an individual from the *Consultant* to act as the EDI lead to
- be responsible for ensuring the implementation and on-going development of the Inclusion Action Plan,
 - ensure quarterly reports and information are provided as required,
 - facilitate continuous improvement reviews and
 - act as a single point of contact on all matters concerning EDI.
- 1.1.4 A reason for the *Service Manager* not accepting the Inclusion Action Plan is that
- it does not demonstrate how the requirements are passed down to subcontractors (at any stage of remoteness from the *Client*),
 - it does not meet or evidence how the *Consultant*
 - attracts, recruits and retains a greater diversity of new entrants to the sector,
 - ensures the working culture, practice and environment is inclusive,
 - considers and understand the diverse needs of customers and neighbouring communities,
 - holds itself and subcontractors (at any stage of remoteness from the *Client*) to account in delivering the plan and
 - monitors and evidences year on year improvements or

- it does not meet the aims of the equality duties contained within the Discrimination Acts and set out in section S507 (Discrimination).

1.1.5 Following acceptance, the *Consultant* provides the *Service Manager* with a quarterly report of progress against the Inclusion Action Plan.

1.2 Employment and Skills

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

- quantifying and delivering on any new employment opportunities that are to be generated during the life of the contract and outlining how the *Consultant* and its subcontractors (at any stage of remoteness from the *Client*) are to
 - attract new people to apply, giving particular consideration to attracting under-represented groups that have not historically seen the sector as a career option and
 - recruit new people into the sector,
- identifying and delivering on opportunities to develop and deploy new skills that improve performance against the *Client's* key performance indicators and imperatives (see section S105). This should include, but is not limited to, those new skill areas outlined in the “Transport Infrastructure Efficiency Strategy” (see link in **Annex 02**) and
- identifying and delivering on opportunities to improve perceptions of careers within the Highways sector including through outreach, work placements/experience and apprenticeships to develop a new talent pool for the sector. This includes but is not limited to assisting the *Client* in delivering on its commitments in relation to the “Transport Infrastructure Skills Strategy” (see link in **Annex 02**).

1.2.2 The *Consultant* prepares and submits the Employment and Skills Plan (ESP) in accordance with the template in **Appendix A** to the *Service Manager* for acceptance in accordance with Schedule CS4 (People and Organisational Management).

The *Consultant* appoints an individual as employment and skills lead to

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

- 1.2.3 A reason for the *Service Manager* not accepting the Employment and Skills Plan is that it does not
- demonstrate how the *Consultant* complies with the contract,
 - demonstrate how the requirements are passed down the subcontractors (at any stage of remoteness from the *Client*),
 - clearly define outputs and how they are measured,
 - meet or evidence how the *Consultant*,
 - attracts, recruits and retains a greater diversity of new entrants to the sector,
 - holds itself and the subcontractors (at any stage of remoteness from the *Client*) to account in delivering the plan or
 - monitors and evidences year on year improvement.
- 1.2.4 The *Consultant* submits to the *Service Manager* for acceptance an annual report of the *Consultant's* workforce planning and development data using the template in **Appendix C** twelve months after submission of the ESP and every 12 months after that until Completion of the whole of the *service*.
- A reason for the *Service Manager* not accepting the workforce planning annual report is that it does not demonstrate how the *Consultant*
- complies with the contract,
 - complies with any guidance issued by the *Client*,
 - supports the aims of the Transport Infrastructure Skills Strategy: Building Sustainable Skills or
 - successfully addresses any shortfall in Staff skills.
- 1.2.5 The *Consultant* facilitates the *Service Manager*, in undertaking continuous improvement reviews of any and all information regarding the *Consultant's* progress in delivering against the provisions of employment and skills requirements including
- ensuring that its partners and subcontractors maintain and retain records relating to the Employment and Skills Plan and their compliance with the contract,
 - granting or procuring the grant of access to any
 - premises used in the *Consultant's* Providing the Service whether the *Consultant's* own premises or otherwise or
 - equipment (including all computer hardware and software databases) used (whether exclusively or non-exclusively) in Providing the Service, wherever situated and whether the *Consultant's* own equipment or otherwise and

- complying with the *Service Manager's* requests for access to senior personnel engaged in Providing the Service.

1.3 Skills and Apprenticeships

- 1.3.1 The *Client* is required to monitor and report to the Department for Transport on apprenticeships created and in place in the delivery of their programme. To support this the *Consultant*, submits to the *Service Manager*, on a quarterly basis, the apprenticeship report as detailed in **Appendix D**. The due dates for this reporting are to be confirmed to the *Consultant* by the *Service Manager* after the *starting date*.

Appendix A - Employment and Skills Plan (ESP)

The ESP is comprised of four sections

- Section 1 - Workforce planning and development data,
- Section 2 - Methodology,
- Section 3 - Statement of outputs and
- Section 4 - Implementation plan.

Section 1 – Workforce planning and development data

This section includes as a minimum, analysis and reports on workforce planning and development data for the *Consultant's* Scope. This analysis includes as a minimum

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

Section 2 - Methodology

The section describes

- how the *Consultant* community (trade contractors, subcontractors, partners working on the contract) have been engaged in the development and their support secured for subsequent delivery of the plan and
- how the target outputs as set out in the ESP have been identified.

Section 3 – Statement of outputs

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

- improvement in its inclusive recruitment capability verified by a recognised inclusive recruitment specialist,
- the greater of either
 - one apprenticeship (including graduates and trainees) for every £5M by which the Price for Service Provided to Date is forecast to or actually changes (whichever is the greater) or
 - 2.5% of the Total Workforce forecast to be or actually engaged on the contract (whichever is greater).
- quantification of each of the outputs scheduled in table 1 below, influenced by the needs of the service and the context and how these are delivered.
- In delivering on the apprenticeship targets, the *Consultant* assists the *Client* in its commitment to increasing the diversity of the sector's workforce and to contributing to achieving the "Transport Infrastructure Skills Strategy" ambition of
 - 20% of new entrants to engineering and technical apprenticeships to be female by 2020, achieving parity with the working population by 2030,
 - meeting the Government's target for the number of Black, Asian and Minority Ethnic candidates undertaking apprenticeships and
 - identification and quantification of any additional outputs not schedule in table 1 and how these are delivered (see link in **Annex 02**).

TABLE 1: OUTPUT TYPE, PRIORITY AREA & DEFINITION		
Output type	Priority Area	Definition
Worklessness		
Workless job start (26 weeks sustained)		A new job start, sustained for at least 26 weeks, where the candidate was previously workless prior to being employed.
Workless graduate job start		A graduate job start where the candidate was previously workless
Apprenticeships		
Apprenticeship start		A new employee of the <i>Consultant</i> and its subcontractors recruited as an apprentice into the workforce and enrolled on an approved apprenticeship standard relevant to the delivery of the service.

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

The following output assists the *Consultant* in achieving the objective

- Shared training initiatives such as Shared Apprenticeship Schemes.

Section 4 – Implementation plan

This section is an action plan detailing

- the actions the *Consultant* plans to take to deliver on the objectives,

- the milestones to complete these actions,
- when these milestones are to be delivered,
- what outputs and outcomes it expects to achieve and
- who is responsible for delivering each action.

The implementation plan details

- how compliance is supported, managed and monitored throughout the *Consultant* and its supplier community (*Consultants*, suppliers throughout the tiers and partners working on the contract),
- how the effectiveness of the plan is evaluated, lessons learned, captured and shared to improve employment and skills practice by the *Consultant* for the contract and for future contracts and
- how the *Consultant* intends to build capability to deliver inclusive recruitment.

In relation to improving inclusive recruitment capability the plan includes

- how the *Consultant* reviews attraction and recruitment policies and procedures to ensure the eradication of practices that are discriminatory, create unfair conditions of employment or create unequal rates of pay that cannot be justified,
- how the *Consultant* identifies and removes existing and potential barriers, as outlined in 'Recruiting for Success' (see link at **Annex 02**), which result in disproportionate impacts at different stages of the recruitment process (job design, role descriptions, job adverts, application, shortlisting, interview and hire) whether by the *Consultant* or subcontractors (at any stage of remoteness from the *Client*) (including recruitment/labour agencies),
- how the *Consultant* engages in outreach activity and publicises vacancies to encourage applicants from a diverse range of groups. This includes how the *Consultant* analyses the local demographic and works with relevant partners to ensure that employment opportunities contribute as effectively as possible to local economic growth and that the workforce used to Provide the Service becomes increasingly reflective of the diverse communities served by the *service*,
- how the *Consultant* quantitatively and qualitatively monitors and reports on the effectiveness of its attraction, recruitment and promotion activity by protected characteristics,
- how the *Consultant* gains external verification from a recognised inclusive recruitment specialist of the inclusiveness of its recruitment practice,
- how the *Consultant* reviews and supports each of its subcontractors to adopt and implement an inclusive attraction and recruitment policy and action plan in respect of its respective workforces engaged in the performance of the contract and
- how the *Consultant* collaborates with the *Client* and other suppliers to effectively share good practice, learn from experience and improve the efficiency and performance in attracting and recruiting a workforce that reflects the diverse communities to be served by the Project.

Appendix B – Inclusion Action Plan

Guidance for suppliers

The *Client's* objective is to embed the principles of equality, diversity and inclusion into all areas of our business, driving real change in how we work with our customers and communities, our supply chain and our employees. We believe that to achieve our vision of being the world's leading road operator we must better understand and meet the different needs of our large and diverse customer base and factor these needs into the *service*.

This requires us to work collaboratively with partners so that our workplaces are inclusive, and the Strategic Road Network is accessible and integrated for both our users and communities living alongside the network. We therefore require our suppliers to demonstrate how they develop an iterative approach in supporting the *Client* in meeting its equality, diversity and inclusion objective through the life of the contract. We also believe that to achieve outstanding performance we must 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. National Highways expects our suppliers to share the same values in terms of EDI as well as supporting our wider vision.

The Inclusion Action Plan covers the key areas of EDI.

The total Action Plan does not exceed 20 pages and outlines how you ensure that EDI requirements are met within your organisation and cross your team selected to deliver this service paying particular attention to how you

- ensure the working culture, practice and environment enables everyone to perform to their full potential,
- consider the diverse needs of customers and neighbouring communities,
- hold yourselves and subcontractors (at any stage of remoteness from the *Client*) to account in delivering the above,
- monitor and evidence year on year improvements and
- describe what success looks like for your organisation.

Action Plan structure

The Action Plan includes

- current position/baseline - what does your baseline data say about where you are (this should provide some guidance as to the additional actions to be taken or actions to be dis/continued. The Equality Act's protected characteristic groups are age, disability, gender, gender reassignment, pregnancy and maternity, race, religion/ belief and sexual orientation,
- action/task – what you do to meet the requirements,
- when does this happen – when do you take the action specified above,
- person responsible – who is responsible for this action,

- resource - you may also want to consider the resources needed to act over and above the responsible officer and
- measure of success (outcome/Performance Indicators) – what does success look like? how do you know it has made a tangible difference? and the difference this activity has made.

INCLUSION ACTION PLAN				Reporting Period:		
Name of Contract:		Start Date:		Finish Date:		Contract Manager:
INTELLIGENCE						
Objective 1: To create an inclusive working culture, practices and environment that enable Staff to perform to their full potential Objective 2: Consider and value the diverse needs of customers and neighbouring communities at all stages of the contract/ framework Objective 3: Governance and capability – including how the <i>Consultant</i> develops wider subcontractors (at any stage of remoteness from the <i>Client</i>) capability around EDI						
Data						
Analysis						
Priorities for Action						
Part One – Working culture - outline the steps the <i>Consultant</i> takes to create a working environment and culture that enables Staff to perform						
Objective	Current position	Action/ Task to meet requirements	Action due date	Person responsible	Update	
		1.				
Part two – Customers/ community – outline the steps the <i>Consultant</i> takes to genuinely consider the differing needs of customers and neighbouring communities when making decisions throughout the life of the contract						
Objective	Current position	Action/ Task to meet requirements	Action due date	Person responsible	Update	
		1.				
Part three - Governance and accountability – describe how the <i>Consultant</i> holds itself and its subcontractors (at any stage of remoteness from the <i>Client</i>) to account in delivering and monitoring the difference made in relation to the above						

Objective	Current position	Action/ Task to meet requirements	Action due date	Person responsible	Update
		1.			

Appendix C - Workforce planning template and guidance

The workforce planning annual report consists of the following two sections

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

Progress and current position

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

Plan for the next 12 months

- a revised forecast of annual gaps in people capacity and capability,
- an update of preferred employment and skills solutions to address capacity and skills gaps,
- a forecast of annual gaps in people capacity and capability for the duration of the *service*, with quarterly updates and identification of those gaps that are critical using the occupational descriptors (see link in **Annex 02**) and
- a narrative explaining the changes that have been proposed and how they deliver the intended results.

Appendix D - Reporting template and guidance for apprenticeships

The *Consultant* ensures that the *Service Manager* can identify all apprentices individually appointed under the requirements of the contract and provides a rolling three-month monitoring report to the *Service Manager* within five Working Days of the start of each calendar month detailing performance against the annual proposal in respect of each apprentice appointed or proposed to be appointed under the contract but who has not completed the apprenticeship, including

- number of apprenticeships to be started that month,
- actual and planned start dates for existing and proposed apprenticeships,

- postcode of workplace,
- gender,
- ethnicity,
- level of apprenticeship (1 – 7) in accordance with the table 1 below as set out in the UK Government's "[A guide to apprenticeships](#)" publication of March 2019 (and as amended),
- apprenticeship framework or standard,
- occupation of apprenticeship (reported against the standard occupation classification (SOC) codes,
- category of apprenticeship,
- planned apprenticeship finish date,
- whether the apprentice is still engaged on Providing the Service and
- national insurance number.

Table 1 – Description of apprenticeship levels		
Name	Level	Equivalent educational level
Intermediate	2	5 GCSE passes at grade A*-C or 9-4
Advanced	3	2 A level passes/ Level 3 Diploma/ International Baccalaureate
Higher	4, 5, 6 and 7	Foundation degree and above
Degree	6 and 7	Bachelor's or master's degree

The *Consultant* submits its return using the apprenticeship data collection form (see link in **Annex 02**).



National Highways Company Limited

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Annex 07

Supply Chain Alignment

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1 SUPPLY CHAIN ALIGNMENT

1.1 Behavioural Attributes

- 1.1.1 In Providing the Service the *Consultant* performs in accordance with the *Client's* behavioural attributes, to ensure that these behavioural attributes are embedded and implemented by Staff.
- 1.1.2
- There are a number of key drivers and benefits which the *Client* seeks to attain through working with the *Consultant* to build an environment which allows these behavioural attributes to manifest shared ownership of delivery outcomes that releases the potential of the participants and results in exceptional levels of performance,
 - open and transparent culture – fostering innovation, considered risk-taking, controlled delivery, shared problem-solving and joint investment in solutions – resulting in the creation of dynamic, responsive team-working that delivers better outcomes for all,
 - understanding and maximising the strengths of the *Client* and its supply chain to maximise capacity and avoid duplication and wasted effort,
 - shared knowledge and innovation - teams that actively demonstrate how to accrue value from repeatability and certainty and where to seek to innovate and
 - equitable relationships based on trust, fairness and constructive challenge resulting in value-adding outcomes.
- 1.1.3 The behavioural maturity framework (BMF) (see link at **Annex 02**) is a tool that supports the *Client's* collaborative relationships strategy and is being implemented to support and evolve the industry's collaborative relationships away from immature behaviours that lead to negative and damaging consequences to mature behaviours that enable better performance and outcomes for all.
- 1.1.4 In Providing the Service the *Consultant* performs in accordance with the *Client's* BMF, which is based on industry best practice and aligned with ISO44001 an established industry standard for collaboration, to ensure that these behavioural attributes are embedded and implemented by Staff.
- 1.1.5 The behavioural attributes within the BMF are
- trust and respect – doing what you say you are going to do at all times and supporting each other to enable personal, professional and contract goals to be achieved,

- accountability – ensuring commitments are kept and resulting consequences are accepted,
- issue resolution and decision making – ensuring access to all of the necessary facts and information to make fully informed decisions and address issues,
- engagement – communicating with Others in the best possible way to ensure understanding, share knowledge and avoid assumptions,
- constructive challenge – having the confidence to challenge everyone regarding decisions and actions and sharing views to develop understanding and
- innovation and continuous improvement – creating the right environment that allows new ideas to surface and be put into practice.

1.1.6 Where the *Consultant* operates as part of an integrated team environment, the *Consultant* works with the *Client's* improving behaviours improving performance (IBIP) team to implement, operate and deliver a behavioural maturity programme including behavioural maturity improvement plans in conjunction with the *Client*.

1.1.7 The *Consultant* implements, operates and delivers the behavioural maturity improvement plan.



National Highways Company Limited

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Annex 08

Data Protection

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1 DATA PROTECTION

1.1 Data Protection

- 1.1.1. For the purposes of the contract and the Data Protection Legislation:
- for the purposes of this Annex only the *Client* is the Data Controller, and
 - the *Consultant* is the Processor and
 - this Annex and schedule A (data protection) together constitute a data processing agreement where required by the Data Protection Legislation.
- 1.1.2. The *Consultant* processes the Data in accordance with the Data Protection Legislation and only to the extent necessary for the purpose of Providing the Service.
- 1.1.3. The *Consultant* does not knowingly do anything or permit anything to be done which might lead to a breach of the Data Protection Legislation by either party.
- 1.1.4. The *Consultant* obtains and maintains until Completion all registrations and notifications that it is obliged to obtain and maintain pursuant to the Data Protection Legislation (see link in **Annex 02**) in respect of Providing the Service.
- 1.1.5. The *Consultant* only processes Data to the extent it relates to
- the types of Data,
 - the categories of Data Subject and
 - the nature and purpose.
- Set out in Schedule A (data protection) and only for the duration specified in Schedule A (data protection).
- 1.1.6. Without prejudice to paragraph 1.1.2 the *Consultant* processes the Data only in accordance with the instructions of the *Client* unless the *Consultant* is required to process Data for other reasons under the laws of the United Kingdom and the European Union (or a member state of the EEA) to which the *Consultant* is subject. If the *Consultant* is required to process the Data for these other reasons, it informs the *Client* before carrying out the processing, unless prohibited by relevant law.
- 1.1.7. The *Consultant* immediately informs the *Client* if it believes that an instruction infringes the Data Protection Legislation or any other applicable law.
- 1.1.8. The *Consultant*

- implements and maintains Protective Measure which take into account the nature, scope, context and purpose of processing the Data and
- implements adequate security programmes and procedures to ensure that unauthorised persons do not have access to the Data or to any equipment used to process the Data.

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

- 1.1.9. The *Consultant* submits details of its Protective Measures to the *Client* 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 *Client* does not amount to approval by the *Client* of the adequacy of the Protective Measures.
- 1.1.10. The *Consultant* ensures that all persons authorised to process Data are bound by obligations equivalent to those set out in this Annex and are aware of the *Consultant's* obligations under the contract and the Data Protection Legislation.
- 1.1.11. The *Consultant* ensures access to the Data is limited to those persons who need access in order for the *Consultant* to Provide the Service and (in each case) to such parts of the Data as are strictly necessary for performance of that person's duties.
- 1.1.12. Where the *Consultant* obtains or collects Personal Data on behalf of the *Client*, the *Consultant*
- provides to Data Subjects a data protection notice in a form accepted by the *Service Manager* informing the Data Subject of the identity of the *Client*, the identity of any data protection representative it may have appointed, the purpose or purposes for which their Personal Data will be processed and any other information which is necessary having regard to the specific circumstances in which the Personal Data is, or is to be, processed to enable processing in respect of the Data Subject to be fair and comply with the Data Protection Legislation; and
 - where applicable, obtains all necessary consents for the processing of Data.
- 1.1.13. On request, the *Consultant*, takes all necessary actions and provides the *Client* with all reasonable assistance necessary for the *Client* to comply with a Data Subject Access Request.
- 1.1.14. The *Consultant* immediately notifies the *Client* if it receives

- a Data Subject Access Request (or purported Data Subject Access Request),
 - a complaint or request relating to the *Client*'s obligations under the Data Protection Legislation, or
 - a request from any Supervisory Authority for assistance or information, unless provided by relevant law.
- 1.1.15. The *Consultant* assists and co-operates with the *Client* in relation to any complaint or Data Subject Request received pursuant to paragraph 1.1.14, including
- providing full details of the complaint or Data Subject Access Request,
 - complying with the Data Subject Access Request within the time limits set out in the Data Protection Legislation and in accordance with the instructions of the *Client* and
 - promptly providing the *Client* with any Personal Data and any other information requested by it to enable it to respond to the Data Subject Access Request within the time limits set out in the Data Protection Legislation.
- 1.1.16. The *Consultant* does not process the Data outside the EEA (other than in the United Kingdom) without the agreement of the *Client*. Where the *Client* agrees, the *Consultant*
- provides evidence (acceptable to the *Client*) of appropriate safeguards as required by the Data Protection Legislation and
 - complies with the instructions of the *Client*.
- 1.1.17. The *Consultant* complies with the requirements of the *Client* in relation to the storage, dispatch and disposal of Data in any form or medium. Any requirement for the *Consultant* to destroy or delete copies of the Data is subject to any law of the European Union, the United Kingdom or a member state of the EEA to which the *Consultant* is subject that requires Data to be retained.
- 1.1.18. The *Consultant* notifies the *Client* as soon as they become aware of a Security Incident or any other breach of this section. The notification includes, as far as possible
- a description of the nature of the Security Incident, including the categories and approximate number of Data Subjects concerned,
 - the likely consequences of the breach and

- the Protective Measures taken, or to be taken, to address the breach, including measures taken to mitigate any possible adverse effects.
- 1.1.19. In the event of a Security Incident, the *Consultant* provides the *Client* with full co-operation and assistance in dealing with the Security Incident, in particular in notifying individuals affected by the Security Incident or a Supervisory Authority as required by the Data Protection Legislation and in accordance with the instructions of the *Client*.
- 1.1.20. On request the *Consultant* provides to the *Client* all necessary information to demonstrate the *Consultant's* compliance with this Annex.
- 1.1.21. The *Consultant* promptly provides all assistance and information requested by any Supervisory Authority or required by the *Client* in order for the *Client* to ensure compliance with its obligations under the Data Protection Legislation, including in relation to
- security of processing,
 - preparation of any necessary Data Protection Impact Assessments and
 - undertaking any necessary data protection consultations of Supervisory Authorities.
- 1.1.22. The *Consultant* maintains electronic records of all processing activities carried out on behalf of the *Client*, including
- the information described in paragraph 1.1.5 of this annex,
 - the different types of processing of Data being carried out (if applicable),
 - 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
 - a description of the technical and organisation security measures referred to in paragraph 1.1.9 of this Annex.
- The *Consultant* makes these records available to the *Client* promptly on request.
- 1.1.23. Before allowing any Sub-Processor to process any Personal Data related to the contract, the *Consultant*
- notifies the *Client* in writing of the intended Sub-Processor and processing,
 - obtains the written agreement of the *Client*,

- enters into a written agreement with the Sub-Processor which give effect to the terms set out in the contract such that they apply to the Sub-Processor and
- provide the *Client* with such information regarding the Sub-Processor as the *Client* may reasonably require.

- 1.1.24. The *Client* may, at any time revise this Annex by replacing it with any applicable data controller to processor standard provisions or similar terms forming part of an applicable certification scheme.
- 1.1.25. The Parties agree to take account of any guidance issued by the Information Commissioner's Office.
- 1.1.26. Each Party designates its own Data Protection Officer if required by the Data Protection Legislation.
- 1.1.27. Not Used.
- 1.1.28. A failure to comply with this Annex is treated as a substantial failure by the *Consultant* to comply with its obligations.

2 DATA PROTECTION (SCHEDULE A)

2.1 Schedule A – Processing, Personal Data and Data Subjects

This Schedule is completed by the *Client*, who may take account of the view of the *Consultants*, however the final decision as to the content of this schedule is the *Client* and at its absolute discretion.

1. The contact details of the *Client's* Data Protection Officer are Graham Woodhouse (dataprotectionadvice@highwaysengland.co.uk).
2. The contact details of the *Consultant* Data Protection Officer or nominated lead are per Contract Data part 2.
3. The *Consultant* shall comply with any further written instructions with respect to processing by the *Client*.

Any such further instructions are to be incorporated into this table.

Description	Details
Identity of the <i>Client</i> and <i>Consultant</i>	The Parties acknowledge that for the purposes of the Data Protection Legislation, the <i>Client</i> is the Data Controller and the <i>Consultant</i> is the Processor in accordance with paragraph 1.1.2 of this Annex.
Subject matter of the processing	The processing is needed to allow the Processor to effectively deliver the <i>service</i> .
Duration of the processing	From the starting date to Completion.
Nature and purposes of the processing	<p>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means).</p> <p>The purpose might include:</p> <ul style="list-style-type: none">• recruitment assessment,• employment processing,• ID verification,• ability assessment,• training records,• engagement recording,• for communication purposes and• <i>[any other purposes to be populated prior to the starting date in consultation with the Consultant].</i>
Type of Personal Data	<p>The types of Personal Data includes</p> <ul style="list-style-type: none">• name,• home address,

	<ul style="list-style-type: none"> • date of birth, • national insurance number, • contact telephone number, • email address, • images, • audio and video recordings, • biometric data and • <i>[any other Personal Data to be populated prior to the starting date in consultation with the Consultant].</i>
Categories of Data Subject	<p>the categories of Data Subject include</p> <ul style="list-style-type: none"> • Staff, • Subcontractors (at any stage of remoteness from the <i>Client</i>), • <i>Client</i>, • site visitor, • key stakeholder, • affected landowner, • member of the local community, • <i>Client's</i> customer and • <i>[Other categories of Data Subject to be populated prior to the starting date in consultation with the Contractor].</i>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<p>Data will be retained for at least eighteen (18) months following the last interaction that a Data Subject has with the <i>Consultant</i> regarding the works and is destroyed no later than twenty-four (24) months following that last interaction, unless otherwise agreed with the Data Subject.</p>

3 SCHEDULE FOR JOINT DATA CONTROLLER AGREEMENTS

3.1 Not Used.



National Highways Company Limited

Scope

Annex 09

Information Systems & Security Systems

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1	INFORMATION SYSTEMS
1.1	General Requirement
1.1.1	<p>This Annex 09 sets out the requirements in respect of Information Systems, including systems that</p> <ul style="list-style-type: none">• are developed, procured, provided and made available to the <i>Client</i> by the <i>Consultant</i> for the purposes of performing the information requirements under the contract,• are developed, procured and provided by the <i>Consultant</i> relating to its own corporate business and operations of performing the information requirements under the contract,• are provided or made available by the <i>Client</i> for use by the <i>Consultant</i> for the purposes of performing the information requirements under the contract and• are likely to be provided or made available by the <i>Client</i> for use by the <i>Consultant</i> for the purposes of performing the information requirements under the contract.
1.1.2	<p>To the extent that the <i>Consultant</i> is required to create or maintain any information under the contract in electronic format, the <i>Consultant</i> ensures that, at all times</p> <ul style="list-style-type: none">• such a format is agreed with the <i>Client</i>,• such information is maintained to allow fast and efficient electronic transfer of information to the <i>Client</i> or agreed third parties (including <i>Consultants</i>) without additional expenditure by the <i>Client</i> or the need for complex or expensive procedures or processes and in any event in such format as complies with the <i>Client's</i> requirements for such transfer,• such information is backed-up and copies are held in offsite storage in accordance with procedures agreed with the <i>Client</i> and• 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.
1.1.3	<p>The <i>Consultant</i> maintains all its Information Systems so as to enable their</p> <ul style="list-style-type: none">• segregation from any other computer or electronic storage devices, Systems, materials or information of the <i>Consultant</i> and

- transfer to the *Client* or an incoming Consultant efficiently and without additional expense or delay immediately on termination or expiry of the contract.

1.2 Consultant Information Systems

- 1.2.1
- Not used.

1.3 Client Information Systems

- 1.3.1 Unless otherwise agreed with the *Client*, the *Consultant* uses and interfaces with the *Client's* current systems (Table 2, in 1.10 below) and new systems (Table 3) when available.
- 1.3.2 The *Client* provides relevant training for all relevant systems provided by the *Client* that are listed in this Annex.
- 1.3.3 The *Consultant* proposes a list of appropriate Staff to be trained for each requirement for acceptance by the *Service Manager*. The *Consultant* liaises with the *Service Manager* to programme the training to optimise efficiencies.

1.4 Access Requirements to Information Systems provided by the Client

1.4.1 Gateway access requirements

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

- the *Consultant* is required to access the National Highways Business IT Network and the *Client* Information Systems held within National Highways Business IT Network and
- the *Client* may access one or more of the *Consultant's* Information Systems and documents.

- 1.4.2 Unless otherwise agreed with the *Client*, the *Consultant* connects to the Gateway, using a Virtual Private Network specified by the *Client*.

1.4.3 The Consultant

- applies to the *Client* for authorisation to connect to the Gateway and connects to the Gateway in a manner to be specified by the *Client*,
- procures and pays for the installation and ongoing costs of connection of any of its premises or Information Systems to the Gateway through a telecommunications network, taking into account the data volume and the number of the Staff that it expects to use the link,

- arranges suitable support and business continuity for connection to the Gateway,
- facilitates the installation and maintenance of the Gateway by the *Client's* consultants,
- employs appropriate requirements and procedures and trains its Staff to operate the Current Systems,
- attends training in connection with the implementation and where appropriate, the *Consultant* facilitates the implementation of New Systems and any other systems required by the *Client* and
- does not alter any documents provided by the *Client* through the Gateway (which are the exclusive property of the *Client*) without the prior acceptance of the *Client*.

1.4.4 The *Consultant* acknowledges that

- the network technology underlying the Gateway is subject to change from time to time and
- access through and continued membership of the Gateway depends on the *Consultant* complying with (and the *Consultant* complies with)
 - applicable user access requirements,
 - Her Majesty's Government Security Policy Framework and
 - other confidentiality, technical and security requirements set out in the contract.

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

1.4.6 Other access requirements

- *Client* Information Systems not covered by paragraph 1.4.1 may be accessed through the internet via third party hosts and using relevant software applications installed on Consultant Systems. They are not subject to the same security and related access requirements that apply to *Client* Information Systems accessed through the Gateway.

- The *Consultant* may request authorisation and other details regarding Internet access to such *Client* Information Systems from the *Client*.
- For guidance, the right column in **Table 2** and **3** indicates whether access to the *Client* Information Systems is required via the Gateway.
- The *Consultant* ensures that any device which is used to Process *Client* Data meets all of the security requirements set out in the National Cyber Security Centre (NCSC) End User Devices Platform Security Guidance, a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/end-user-device-security>.

1.5 Access Requirements to Information Systems provided by the Consultant

- 1.5.1 The *Consultant* provides the *Client* remote access to the *Consultant's* Information Systems and related documents
- either through the Gateway or
 - through another interface agreed by the *Client*.
- 1.5.2 Any access required by the *Client* to systems provided by the *Consultant* is made available via the Gateway or by other remote access methods agreed by the *Client*.

1.6 Consultant Security and User Access

- 1.6.1 The *Consultant* ensures that all persons who use *Client* Information Systems for or on behalf of the *Consultant* comply with the *Client's* security requirements.
- 1.6.2 The *Consultant* is responsible for determining any formal application and security clearance requirements to enable the *Client* to access any Information Systems provided by the *Consultant*. The *Consultant* informs the *Client* of those requirements, including timescales, no later than four weeks after the *starting date*.
- 1.6.3 The *Consultant* notifies the *Client's* IT Security Team and the help desk when Staff with access to the *Client's* IT network, are no longer Providing the Service.
- 1.6.4 The *Client* suspends any accounts if they are not used for a continuous period of six months or for Staff who are longer Providing the Service.

- 1.6.5 The *Client* 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.
- 1.6.6 The *Client* immediately suspends any accounts supplied to persons who use *Client* Information Systems for or on behalf of the *Consultant* if they are
- used by anyone other than the person for whom they were created (the “authorised user”),
 - they are used from a device which is not issued by the *Consultant* and
 - they are used from a physical location not agreed by the *Client*.
- The *Consultant* provides for acceptance by the *Service Manager*
- a formal explanation for the account’s misuse and
 - proposed actions to ensure that such issues do not re-occur
- Accounts suspended are not to be re-opened until the Service Manager has accepted the explanation and proposed actions.
- In all these cases the *Client* is not liable for any financial penalty or other expense incurred as a result of the *Consultant* failing to meet its commitments.

1.7 Software and Licences

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

1.8 Liaison and cooperation between *Client* and *Consultant*

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

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

1.9.1 Not used.

1.9.2 Not used.

1.10 Information Systems provided by the *Consultant*

1.10.1 Not used.

1.11 Current Systems provided by the *Client* to meet the contract management information requirements (as stated below unless instructed otherwise by the *Service Manager*)

Table 2 Current Systems	
Current Information System	Description
National Highways Supply Chain Portal	an internet collaboration site for the <i>Client</i> and its partners
Customer Relationship Management System (CRM)	The CRM is a Microsoft Dynamics 365 system that manages the CRM strategy to ensure long lasting relationships with the Consultant'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.
Highways Agency Management Information System (HAMIS)	an internet collaboration site 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.
Highways Agency Geographical Information System (HAGIS)	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 two parties, <i>Client</i> and <i>Consultant</i>, to manage contract events through the system as required by good practice NEC contract management. System features include the following</p> <ul style="list-style-type: none"> • contract event management through registers, for example early warnings, compensation events, <i>Service Manager</i> instructions, • applications for payments / invoices, • technical queries and defect management and • general communications. <p>multiple in-built reports and charts and graphs proving reports and dashboards across one or multiple contracts to allow effective management of contracts through outputs on communication behaviour, cost, quality, risk and time.</p>
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.
Highways Agency Logging Environment (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.
WebTRIS - Traffic Information System and WEB	<p>WebTRIS National Highway's Traffic Information System.</p> <p>It provides historic speed and flow data for the past 10 years in 15-minute time slices at count slices across the National Highways network. Data is currently taken from Motorway Incident Detection and Automatic Signalling (MIDAS), Traffic Monitoring Units (TMU), Traffic Appraisal, Modelling and Economics (TAME) count sites and also from legacy TRADS (Traffic Flow Database System) sites for older data. This contains hourly count data from inductive loops at approximately 1000 locations across the <i>Client's</i> network</p>

Highways Agency Pavement Management System (HAPMS)	<p>HAPMS is a set of IT systems that hold the following data sets</p> <ul style="list-style-type: none"> • “approved” network master data set, • pavement inventory master data set, • pavement construction master data set, • pavement condition master data set, • inventory master data set, • traffic data and • accident data. <p>HAPMS also provides the following business capabilities</p> <ul style="list-style-type: none"> • analysis and reporting of data both in map-based and textual formats and • integrated tools for the whole life cost optimisation, of proposed pavement maintenance schemes.
Highways Agency Geotechnical Data Management System (HAGDMS)	internet hosted and GIS based geotechnical inventory. Holds details of the <i>Client</i> ’s geotechnical asset, together with geological maps, borehole details and specialist reports.
Highways Agency Drainage Data Management System (HADDMS)	shares the facilities developed for HAGDMS and exists on the same platform. This provides integrated geotechnical/drainage information.
Lean Tracker System	a system used to capture and track Lean benefits.
Scheme Appraisal Report (SAR)	Allows appraisal details of Local Network Management Schemes to be submitted to the <i>Client</i> .
National Faults Database (NFDB)	database for manual entry of faults and issues relating to Highways Agency Traffic Management Systems (HATMS) and other operational systems.
Cultural Heritage Database	part of HAGIS. Database of Cultural Heritage items.

Technology Performance Management Services (TPMS)	<p>TPMS is a set of IT systems to support the maintenance and management tasks for control and communications equipment. TPMS currently provides the following functionality</p> <ul style="list-style-type: none"> • technology fault management, • technology planned maintenance recording, • technology asset status recording (including for instance results of electrical testing), • recording of asbestos risk in technology equipment, • recording the connection of technology equipment via unmetered power supplies for payment for energy used by technology, • calculation of performance statistics on technology equipment and • provision of data on <i>Consultant</i> performance to allow effective Performance Management.
Highways Agency Environmental Information System (HA) EnvIS	<p>EnvIS consists of specific environmental data supplied by <i>Consultants</i>, the HA and other bodies which is collated and displayed in a read only format in the Highways Agency Geographical Information System (HAGIS). This data is used to assist in managing the environment, within and surrounding the trunk road network and in the review and reporting of the environmental performance of both the <i>Consultant's</i> and the <i>Client</i>.</p>
Collaborative Management Toolkit (CMT)	<p>methodology and tool used to measure and report on <i>Consultant's</i> performance and</p> <p>relates to the Asset Led Delivery Management (ALDM) contract types. The CMT allows for the production of the Motivating Success Toolkit scores.</p>
Scheme Analysis System (SAS) tools for Drainage, Geos and Structures	<p>tools for the whole life cost optimisation of maintenance at a Scheme level and</p> <p>the <i>Consultant</i> at its own cost use the SAS tools for Drainage Geotechnical and Structures assets as directed by the <i>Client</i> in support of specific proposals for individual Schemes.</p>
Planned Engineering Works (PEW) System	<p>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.</p>
Noise Assessment and Insulation System (NAIS)	<p>GIS based tool for predicting noise impacts on the environment surrounding the trunk road network.</p>

Severe Weather Information System (SWIS)	provides the <i>Client</i> with information on the state of the network and weather-related incidents.
Routine and Maintenance Management System (PB Confirm)	<p>the <i>Client</i> provides a Routine and Maintenance Management System which is used to raise and manage works orders and process applications for payment and</p> <p>the <i>Consultant</i> uses the system and provides such information to the <i>Client</i> as required to evidence the <i>service</i> provided and costs incurred to Provide the Service.</p>
Confirm and Confirm Connect	the <i>Consultant</i> uses Confirm and Confirm's mobile solution (ConfirmConnect) to manage their operational process and operatives use ConfirmConnect to capture job data in the field and where necessary additional tasks on the handheld device.
Confirm Workzone	Confirm Workzone scheduling tool is available and this or Confirm is used for scheduling jobs. Confirm Job Costing is available to support the capture of labour, plant and material in the field.
Network Occupancy Management System (NOMS)	<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"> • record, update and manage all occupancies on the Affected Property including their delay and impact and • record, update and manage all information as necessary for the fulfilment of obligations relating to <ul style="list-style-type: none"> ○ Traffic Management Act 2004, ○ New Roads and Street Works Act 1991 and ○ other legislation associated to the delivery of the TMA 2004 s16 Network Management Duty and associated secondary legislation. <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>

Integrated Asset Management Information System (IAM IS)	<p>IAM IS replaces the following National Highways data management systems</p> <ul style="list-style-type: none"> • network occupancy and EToN (SRW) • structures (SMIS) <p>IAM IS provides functionality for the asset support contractor to manage customer enquiries, record defects, schedule inspections and record incident data. This information is 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>
Airwave Radio Terminals	<p>Airwave radios both handheld and fixed mobiles to assist the <i>Consultant</i> and <i>Client</i> in the management of Incidents and the severe weather service, via direct voice to voice communication with the <i>Client's</i> Traffic Officer Service, Others and the emergency services.</p>

1.12 New Systems to be used by the *Consultant* when available

Table 3 New Systems	
New Information System	Description
Financial System	The <i>Client's</i> new finance and accounting Information System which supports major business transaction processing requirements.
Emergency Services Network (ESN)	ESN will provide 'next generation integrated critical voice and broadband data services' and will replace Airwave.
Green Claims	system to enable the electronic submission of Green Claims information.
Performance Management Information System	the <i>Client</i> may introduce a Performance Management Information System (PMIS) or other system for recording and reporting against the requirements of this Annex 09 . When/ if provided, the <i>Consultant</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>Consultant</i> uses the system and provides such information to the <i>Client</i> as required to evidence the <i>service</i> provided and costs incurred to Provide the Service.</p>
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2 INFORMATION SECURITY

2.1 Security Plan

- 2.1.1 The *Consultant* prepares a robust information security plan complying with the *Client's* information security requirements and submits it to the *Service Manager* for acceptance. The *Consultant* includes the security plan in its quality management system. The security plan complies with the requirements of ISO/IEC27001 and ISO/IEC27002 and includes procedures which
- ensure compliance with the Data Protection Legislation,
 - protect information against accidental, unauthorised or unlawful processing, destruction, loss, damage or disclosure of Personal Data,
 - ensure that unauthorised persons do not have access to Personal Data or to any equipment used to process Personal Data,
 - protect IT systems from viruses and similar threats,
 - provide for disaster recovery and in particular ensure that the Personal Data is safely backed-up and
 - provide for the vetting of its Staff in accordance with the *Client's* staff vetting procedures.
- 2.1.2 The *Consultant* provides training for its employees and subcontractors in accordance with the security plan.
- 2.1.3 The *Consultant* does not use any confidential or proprietary information provided to or acquired by it for any purpose other than to Provide the Service. The *Consultant* implements measures to prevent the disclosure of such information by its employees or subcontractors.
- 2.1.4 The *Client's* security policy is set out in the documents "Statement of National Highway's IT Security Policy" and Chief Information Officer Memos 01/09, 05/08 and 04/08 (see link in **Annex 02**).
- 2.1.5 At Completion, termination or if requested by the *Service Manager*, the *Consultant* gives to the *Service Manager* all Personal Data held by the *Consultant* in a format specified by the *Service Manager* (or any

subcontractor at any stage of remoteness from the *Client* and Sub-Processor) and destroys and procures that any subcontractor (at any stage of remoteness from the *Client*) and Sub-Processor destroys, any electronic and paper copies of such data in a secure manner.

2.1.6 Where the *Consultant* obtains or collects Personal Data on behalf of the *Client*, the *Consultant*

- provides to Data Subjects a data protection notice in a form accepted by the *Service Manager* informing the Data Subject of the identity of the *Client*, the identity of any data protection nominated lead it may have appointed, the purpose or purposes for which their Personal Data is processed and any other information which is necessary having regard to the specific circumstances in which the Personal Data is, or is to be, processed to enable processing in respect of the Data Subject to be fair and
- where applicable, obtains all necessary consents for the processing of Personal Data.

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

2.2 Data Collection System

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

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

2.3 Data Handling Requirements

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

Prior to processing personal data on behalf of the *Client*, the *Consultant* submits a security plan to the *Service Manager* for acceptance that complies with the requirements of ISO/IEC27001 and ISO/IEC27002.

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

2.4 Breach of Security

- 2.4.1 “Breach of Security” is the occurrence of
- any unauthorised access to or use of the Information Systems, the *Client* Premises, the Sites, the Consultant System, the Client System (to the extent that it is under the control of the *Consultant*) or any IT, information or data (including the Confidential Information and the *Client* Data) used by the *Client* or the *Consultant* in connection with the contract or
 - the loss (physical or otherwise), corruption or unauthorised disclosure of any information or data (including the Confidential Information and the *Client* Data), including any copies of such information or data, used by the *Client* or the *Consultant* in connection with the contract.
- 2.4.2 The *Consultant* develops and maintain a Security Incident management and reporting policy in accordance with the Customer's ‘Information Security Incident Management Requirements’ (see link in **Annex 02**) and ISO27001. The *Consultant* makes a full log of Security Incidents available to the *Service Manager* on request and in any case on a quarterly basis. All Security Incidents defined as a Major Incident are reported to the *Service Manager* as soon as practicable (in any case within twenty-four (24) hours of the *Consultant* becoming aware of the Incident).
- 2.4.3 The Security Incident Management Process (see link in **Annex 02**), as a minimum, requires the *Consultant* upon becoming aware of a Breach of Security or an attempted Breach of Security to
- immediately take all reasonable steps (which includes any action or changes reasonably required by the *Service Manager* which is completed within such timescales as the *Service Manager* may reasonably require) necessary to
 - minimise the extent of actual or potential harm caused by such Breach of Security,
 - remedy such Breach of Security to the extent possible and protect the integrity of the Information System against any such potential or attempted Breach of Security,
 - apply a tested mitigation against any such Breach of Security or potential or attempted Breach of Security and, provided that reasonable testing has been undertaken by the *Consultant*, if the mitigation adversely affects the *Consultant's* ability to Provide the Service so as to meet any Performance Indicator, the *Consultant* is

granted relief against the failure to meet such affected Performance Indicator for such period as the *Service Manager*, acting reasonably, may specify by written notice to the *Consultant* and

- prevent a further Breach of Security or attempted Breach of Security in the future exploiting the same root cause failure
- as soon as reasonably practicable and, in any event, within 2 Working Days, following the Breach of Security or attempted Breach of Security, provide to the *Service Manager* full details of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the *Service Manager*.

2.4.4 In the event that any action is taken in response to a Breach of Security or attempted Breach of Security which occurred as a result of non-compliance with the information security management system (ISMS) outlined in ISO 27001, or 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 (as applicable) is completed by the *Consultant* at no cost to the *Client*.



National Highways Company Limited

Scope

Annex 10

Quality Table

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3 QUALITY TABLE 119

3 QUALITY TABLE		
failure	Quality Management Points	period of effect
failure to appoint a quality manager or to replace the quality manager when instructed by the <i>Client</i> .	25	until audit confirms that failure corrected.
failure to have a complete quality plan in place and operating.	25	until audit confirms that quality plan complete and operating.
a quality plan does not comply with the requirements of the contract.	10 per failure	until audit confirms that quality plan complies.
failure to identify a Non-Conformity and raise a Non-Conformity report.	5 per Non-Conformity	6 months
failure to raise a corrective action report and to correct a Non-Conformity in the time and manner set out in the corrective action report. (see note 1 below)	10 per failure	until failure corrected.
failure to correct quality plan in the time and manner set out in a corrective action report. (see note 1 below)	10 per failure	until failure corrected.
failure to implement recommendations in audit report (see note 1 below)	5 per recommendation	until audit confirms that recommendation implemented.
failure to carry out internal audit	15 per audit	until audit carried out
Carrying out work without release of hold point	10 per item	6 months
failure to make records available for inspection by the <i>Client</i> .	10 per failure	until the records are made available.
failure to allow access for <i>Client</i> audits (excluding audits of the Health and Safety Maturity Matrix (SCMM)).	10 per failure	until access is allowed.
failure to have a complete SCMM Action Plan in place and operating as required by the contract.	25 per failure	until audit confirms that HSMM Action Plan complete and operating.
failure to update SCMM Action Plan as required.	10 per failure	until audit confirms that HSMM Action Plan updated.
failure to take an action detailed in the SCMM Action Plan. (see note 1 below)	10 per failure	until failure corrected.

failure by <i>Consultant</i> to accrue Quality Management Points that should have been accrued.	the number of Points that should have been accrued	the period applicable to the failure that should have accrued Points.
	plus an additional number of Points equivalent to the Points that should have been accrued	6 months from the date when the additional Points were accrued.
<i>Note 1 For these failures additional Points are accrued at each audit until an audit confirms that rectification/correction/implementation/action has taken place.</i>		

National Highways Company Limited

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Annex 11

Continual Improvement & Innovation

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1 CONTINUAL IMPROVEMENT AND INNOVATION

1.1 Purpose and Scope

- 1.1.1 This **Annex 11** sets out the *Client's* minimum requirements for the *Consultant* in terms of continual improvement using Lean principles and Structured Innovation for the delivery of the *service*.
- 1.1.2 Continual improvement and innovation comprises five parts
- outcome requirements,
 - strategic objectives,
 - the method (s)
 - Lean Continual Improvement and
 - Structured Innovation,
 - performance measurement and
 - *Client's* training.

1.2 Outcome requirements

- 1.2.1 The primary outcome from using continual improvement, based upon Lean principles, is the generation and realisation of reductions in the cost of Providing the Service for the benefit of both the *Client* and the *Consultant*, while still achieving the requirements of the customer. These cost reductions contribute to the overall efficiency savings that are specified in the National Highways Strategic Business Plan 2015-2020 and National Highways Delivery Plan 2015-2020 (see link in **Annex 02**) and beyond. Lean efficiency savings are registered on the *Client's* regional efficiency register.
- 1.2.2 An additional outcome is the improvement of quality in Providing the Service, at a reduced or no additional cost to the *Client*.
- 1.2.3 A further outcome is that collaborative working techniques, such as Lean, Collaborative Planning become fully integrated into all business activities. This ensures a one team approach is seen as the culture for the contract and drive engagement right the way down from the *Client* through its entire supply chain. Lean Collaborative Planning is used to manage the delivery of both programmes and projects.
- 1.2.4 Lean Continual Improvement ensures a focus is maintained at all times on the requirements of the customer, both internal and external.
- 1.2.5 A full appreciation and consideration of the importance to whole life costing is adhered to at all times. The *Client* and its supply chain needs to demonstrate, with supportive evidence, that full consideration has been

given to whole life costs during the optioneering/value engineering phases of a design.

- 1.2.6 Structured Innovation techniques are deployed routinely in conjunction with Lean to generate new ideas and step changes for more efficient ways of working, thus contributing to cost savings, while still meeting the requirements of the customer. The use of Structured Innovation is a technique that perfectly fits into the *Client's* deployment of Lean both within its supply chain and internally. Structured Innovation provides the tools to assist with the generation of ideas for the solution of problems during the Improvement phase of any Lean intervention.

1.3 Strategic objectives

- 1.3.1 The *Client's* key themes which the *Consultant* is required to deliver are
- planning for the future,
 - growing our capability,
 - building stronger relationships,
 - efficient and effective delivery and
 - improved customer services.
- 1.3.2 The *Consultant's* executive leadership team need to fully understand their role as Continual Improvement Lean Innovation Leaders, they should
- commit themselves to self-development in terms of Lean Continual Improvement and Structured Innovation, not only by attending training workshops, but through background reading,
 - coach others in terms of Lean Continual Improvement and Structured Innovation,
 - drive and support a culture of daily Lean Continual Improvement, kaizen and innovation and
 - create the Continual Improvement and innovation vision which aligns goals both vertically and horizontally, to meet the needs of the *Client*.
- 1.3.3 The *Consultant's* executive leadership team ensures that the continual improvement requirements, based upon Lean principles, are fulfilled at all times and actively drive Lean deployment in every aspect of their organisation.
- 1.3.4 The *Consultant* pro-actively manages subcontractors (at any stage of remoteness from the *Client*) to ensure collaborative working takes place at all times to drive efficiency and achieve reductions in cost.
- 1.3.5 The *Consultant* identifies their key value streams to deliver the *service* and have a systematic and prioritised approach for the continuous/ongoing review and improvement of these value streams. The review of the value streams also includes the analysis and improvement of the processes and

procedures contained within section S541. The review of the value streams identifies waste and removes it.

- 1.3.6 The *Consultant* actively seeks out improvement opportunities that primarily generate reductions in the cost of Providing the Service whilst also still meeting the needs of the customer. The *Consultant* not only generates new and original improvement opportunities but makes full use of the *Client's* Lean Knowledge Transfer Packs (KTP), which detail improvement ideas from the highways sector, that they can deploy on their phase of the construction process (see link in **Annex 02**).
- 1.3.7 The *Consultant* ensures that Staff have Lean Continual Improvement and Structured Innovation skills and understanding. The level of skill and understanding required varies depending on the role being executed, but the *Consultant* trains sufficient numbers of employees to meet the needs of the business and those of the *Client*.
- 1.3.8 The *Consultant* ensures that every employee from the most senior leader down, has Lean Continual Improvement goals incorporated into their annual personal development plans. These goals contribute to the efficiency targets that the *Client* is required to achieve, as defined in the *Client's* Strategic Business Plan of 2020 to 2025 and beyond.
- 1.3.9 The *Consultant* ensures the realisation of the cost savings for all payment types in the contract (lump sum, target cost, or time charge) by using Lean Continual Improvement and Structured Innovation techniques. These efficiencies are registered on the *Client's* regional efficiency register, with supporting evidence lodged as a Benefit Realisation Capture Form ("BRCF") and KTP on the National Highways Lean tracker (see link in **Annex 02**).
- 1.3.10 The *Consultant* delivers other benefits that result in an improvement to the quality of the service at a reduced or no additional cost to the *Client*, whilst also meeting the requirements of the customer.

1.4 The methods

Lean Continual Improvement

- 1.4.1 The *Consultant* executes, as a minimum, the following continual improvement methodology, although it is accepted that it may adopt, at its own discretion, additional methods to deliver the above outcome requirements and strategic objectives, but at all times these additional methods ensure customer needs are met.
- 1.4.2 Lean is a method of delivering the above outcome requirements and strategic objectives and is a way of delivering value in a system. It produces what a customer wants, when it is required, with a minimum of waste and to a high level quality. Lean works through a relentless elimination of waste and

reduction of variation. The reduction of variation brings stability to programme and project delivery through the use of Lean collaborative planning techniques.

- 1.4.3 The *Consultant* uses Lean tools to systematically make improvements, in a planned sequence, to its key value streams and the Processes and Procedures in its quality plan (as defined in section S541) in order to identify customer requirements, establish and optimise the execution of value adding activity, identify and minimise non-value adding activity and eliminate waste.
- 1.4.4 The execution of continual improvement forms part of the role and accountability of the *Client*, as defined in section S541. Continual improvement is the role and duty of every employee member of Staff just as with health and safety.
- 1.4.5 The following points in paragraph 1.4.6 below are a synopsis of the Lean Continual Improvement methodology that are contained in the National Highways Lean Maturity Assessment (HELMA) see link in **Annex 02**. The full HELMA document and scoring matrix is available for free download from the National Highways Lean Publications website (see link in **Annex 02**), these documents represents a skeleton for how a successful business would operate to continuous improvement principles. Lean is not a stand-alone continual improvement methodology, undertaken by a select few, but is a successful business operating methodology and culture to be undertaken by everyone working on the contract.
- 1.4.6 **Integration of Lean into business strategy**
- The *Consultant* integrates Lean principles within the organisation's business plan and key strategy documents,
 - ensures that the business plan sets out how Lean plays a part in delivering improved business performance and
 - ensures that there is a well-defined and documented approach quantifying the benefits Lean will deliver to the business and its customers within the business plan. It is expected that a figure is specified by the *Consultant* for the Lean efficiencies that will be generated on an annual basis.

Lean leadership and engagement

The *Consultant* ensures

- the leadership team are fully engaged as Lean leaders and drive the Lean methodology as the chosen form of continual improvement throughout the organisation, its supply chain and collaborating with the *Client*,
- their leadership team are trained as Lean leaders and have a Lean skill base so they can mentor others and

- that Lean is an agenda item at leadership team and below meetings.

Deployment management/ Lean infrastructure

The *Consultant* ensures

- the organisation has a Lean deployment strategy in place that manages all Lean activity,
- the Lean deployment strategy analyses business and *Client* needs, the training of employees, the analysis of value streams, whilst also prioritising Lean activity for the capture of efficiency benefits and the transfer of knowledge. The Lean strategy covers each of the 10 HELMA aspect areas,
- lean priorities are set by consensus in line with the *Client's* vision and have the full commitment of the leadership team and
- a Lean deployment programme for the year is in place that follows the format of the Lean Improvement Action Plan (see link in **Annex 02**).

Understanding customer value

The *Consultant*

- ensures that an integrated customer satisfaction process exists whereby all employees are aware of customer satisfaction levels,
- actively seeks customer and *Client* input to its operations,
- consults with customers and *Client* on issues before they occur,
- employs its own independent customer satisfaction systems/surveys to drive continued improvement and
- deploys Kano analysis to fully meet and understand the needs of the *Client*.

Understanding of processes and value streams

The *Consultant* ensures

- for all critical value streams and most minor processes, effectiveness is frequently measured, displayed and counter measures introduced when required to drive continual improvement,
- for all value streams and processes, formal improvement plans are seamlessly woven into the day to day activities of the teams within the organisation and
- when value streams and processes are analysed, bottlenecks are identified, root causes for defects understood and waste removed via the application of the eight wastes.

Use of methodology and tools

The *Consultant* ensures

- it has adopted a kitbag of Lean tools that meet the needs of its business and those of the *Client*. The kitbag of tools deployed ensures the specified Lean efficiency targets are delivered,
- that Lean tools are made readily available to all employees and the *Consultant's* supply chain,
- success stories via Knowledge Transfer Packs (KTPs) from Lean deployment link back to the kitbag of tools and
- all employees and the *Consultant's* supply chain have received formal training in the deployment of Lean tools. This contributes to improving the capability of the *Consultant* supply chain.

Organisational coverage, activity and capability

The *Consultant* ensures

- everyone within the *Consultant* has had the opportunity to develop their personal Lean capability,
- a targeted approach is taken to driving Lean within the *Consultant's* supply chain. The success of this training can be measured by undertaking a HELMA on the *Consultant's* supply chain. A target score for HELMA of 1.5 and above is deemed as an acceptable minimum level for an organisation developing a continuous improvement culture and
- the training programme for the *Consultant* and *Consultant's* supply chain has the optimum blend of Lean awareness, practitioners, green belts, black belts and master black belts to support the improvement programmes and there is a genuine growth in Lean capability.

Performance improvement/ Benefit Realisation and delivery

The *Consultant* ensures

- they directly contribute to the National Highways Area Efficiency Register by lodging efficiencies and registering them as Lean techniques,
- contributions to the Efficiency Register are evidenced through KTPs lodged on the National Highways Lean Tracker and supported by BRCF. Guidance on BRCFs and KTPs is available for free download from the National Highways portal (see link in **Annex 02**) and
- leadership team reviews and improvement activities are tracked and managed through to their ultimate realisation.

Lean collaboration, climate and culture

The *Consultant* ensures

- leaders create a climate in which people want to do their best, to motivate direct reports and all team members of the *Consultant* and *Consultant's* supply chain and

- leaders ensure meetings are conducted around visual display boards, where team performance is actively displayed, discussed and countermeasures put in place to mitigate concerns and causes to drive root cause solutions to problems.

Supplier maturity

The *Consultant* ensures

- subcontractors (at any stage of remoteness from the *Client*) are an active and integral part of the project teams,
- Lean improvement activity is founded on a collaborative working approach with true integrated project teams working with customers / *Client* / stakeholder and subcontractors (at any stage of remoteness from the *Client*) and
- subcontractors (at any stage of remoteness from the *Client*) adopt Lean principles and processes to routinely improve their business area and improve the capability of the entire supply chain.

1.4.7 In carrying out the above methodology the *Consultant* enables and supports its subcontractors (at any stage of remoteness from the *Client*) in the adoption of Lean Continual Improvement and engages subcontractors (at any stage of remoteness from the *Client*) in Lean improvement projects.

1.4.8 The *Consultant* refers to the *Client's* Managing Down Cost Toolkit to identify and consider continual improvement opportunities (see link in **Annex 02**).

Structural Innovation

1.4.9 Structured Innovation is a unique, rigorous and powerful toolbox of techniques that can be applied to ensure that all potential areas of innovation are explored when seeking solutions to a problem. The tool-box of techniques has been developed from the Russian Theory of Inventive Problem Solving (TRIZ).

1.4.10 The use of the Structured Innovation tools is a direct compliment to Lean Continual Improvement and it exactly fits into the Improvement phase of any Lean Continual Improvement intervention. Structured Innovation is a complimentary initiative to Lean Continual Improvement and provides a tool-box of innovation techniques that sits within the Lean Continual Improvement philosophy and provides a mechanism for the generation of ideas at the Improvement phase of any Lean intervention.

1.4.11 The *Consultant* executes the following minimum Structured Innovation methodology, although it is accepted that it may adopt, at its own discretion, additional methods to deliver Structured Innovation.

1.4.12 The *Consultant* uses Structured Innovation tools to drive a culture of innovation within their business. By adopting a structured approach it

ensures innovation becomes a skill that can be applied by all Staff and not just a select few.

1.4.13 The execution of Structured innovation enables Staff to come up with large step change ideas to meet the challenges of the future as identified in National Highways Strategic Business Plan of 2020-2025, in terms of increased spend balanced against a finite resource and expected efficiency savings.

1.4.14 The *Consultant* adopts

- strategic use of Structured Innovation - adopts structured innovation principles as part of formal strategic plans for the *Consultant's* business including the Area Strategic Business Plan,
- effective supporting infrastructure - defines, develops and establishes a supplier network hub to raise awareness and use of structured innovation techniques,
- Innovation leadership - ensures senior leaders and management within the *Consultant's* organization enthusiastically embrace the concept of structured innovation and drive its use,
- people development - ensures an education and training programme has been designed and deployed for all levels to cover structured innovation,
- structure and behaviour - ensures policies and procedures promote, encourage and support the use of structured innovation and that a mechanism is in place to capture innovations that link to the solution of problems and
- collaborative working - ensures that structured innovation is used to drive innovation at collaborative working meetings.

1.4.15 In carrying out the above approach the *Consultant* assists and enables its subcontractors (at any stage of remoteness from the *Client*) in the adoption of structured innovation techniques.

1.4.16 The following list of Structured Innovation tools represent the minimum that the *Consultant* uses in deploying Structured Innovation

- consider "ideality" at the start when solving any problem, what is your ideal solution without the constraints of cost and technology and from this you can assess what are the main functions of ideality that you deliver and those functions that can be dropped,
- thinking in both time and scale, using the 9 Box technique,
- the Structured Innovation prism, which leads you to consider world problems which mirror your problem which leads to world solutions,
- the 39 technical contradictions matrix, which leads to 40 inventive principles,
- the use of functional analysis for the trimming of harmful actions from an operating system,

- the 8 trends of evolution,
- the analysis of the resources you have in your system which best match your customer's requirements,
- the effects data base of 2500 solutions,
- the 12 standard creativity triggers to promote big picture thinking and
- identify on KTP how Structured Innovation helped deliver a solution.

1.5 Performance Measurement

- 1.5.1 The *Consultant* records and measure the benefits realised from the execution of the Lean Continual Improvement process in accordance with the *Client's* Lean Benefits Realisation Guide (see link in **Annex 02**). This system uses a BRCF which at start up reports the forecast of expected savings and upon completion records the actual savings achieved. The *Consultant* submits a KTP for every improvement that is made so that this knowledge can be shared across the industry and further savings can be made when this new way of working is implemented. The *Consultant* proactively reviews and implements previous KTPs and adopts these new ways of working within its own organisation. Additionally, the KTPs form the documentary evidence that is required by the Office of Rail and Road regulation for the efficiencies the *Client* is claiming.
- 1.5.2 The *Consultant* submits an annual Lean Continual Improvement Action Plan (IAP) to the *Service Manager*. Copies of the IAP can be downloaded free.
- 1.5.3 The *Consultant* reports to the *Client* on a monthly basis the following matters using an "A3" format performance report (see link in **Annex 02**). Details of the A3 format are available for download on the *Client's* website
- Lean benefits achieved within month and forecast Lean activities for the next month in line with the milestones in the annual Lean Continual improvement action plan and
 - ensure results are recorded showing general details about the improvement, planned/targeted benefits and actual/realised benefits with supporting calculations.
- 1.5.4 For all Lean efficiency savings and all Lean projects, the *Consultant*
- reports savings using the Client's Benefits Realisation Capture Form and area efficiency register,
 - completes KTP, in either a report or A3 style that follows Define, Measure, Analyse, Improve, Control and Transfer (DMAICT) and
 - logs the KTP on the *Client's* Lean Tracker System as detailed in **Annex 09**.

The *Consultant* adjusts its delivery of continual improvement process based on lessons learned from the ongoing measurement of its performance.

1.6 Training

1.6.1 The *Client* supports the *Consultant* with training sessions in the following areas

- one day of Lean awareness for key Staff,
- collaborative planning and programme planning workshop, for key Staff,
- effective use of continual improvement cells workshop for key Staff,
- structured innovation awareness workshop for key Staff and
- Lean problem solving workshop for key Staff.



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Annex 12

Communications

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1 COMMUNICATIONS

1.1 Introduction

- 1.1.1 The *Client* produces an overarching annual communications strategy, (see link in **Annex 02**) which places emphasis on planned and targeted communications across all areas of the *Client's* work, setting out the *Client's* vision, values and company objectives, as outlined in Scope S105. Better, more accessible communications, are a key part of putting customers first.
- 1.1.2 The *Client's* communications strategy places a clear, consistent visual identity, "brand" and company narrative as central to all publicity. This means that while the *Consultant* delivers the *service*, the *Client* remains as the public face and has control over the wording and design of all publicity material.
- 1.1.3 The *Client* publishes an annual communications plan (see link in **Annex 02**), which sets key themes and messages for the coming year. This is to be further supported by a project communications plan, to be produced by the *Consultant*. The project communications plan is to align with the *Client's* overarching communications strategy, setting out the *Consultants* approach to the delivery of the *service*. All communication activity should support the key themes and messages within the annual and communications plan.

1.2 General Communication

- 1.2.1 The *Consultant* is to liaise with the *Service Manager*, in the first instance, in relation to all communications activities, opportunities and issues, unless otherwise agreed by the *Client*.
- 1.2.2 The *Consultant* catalogues and records all documents, relating to communications undertaken whilst Providing the Service, in accordance with section S560 and S561 and the Services and Systems Schedules referred to therein.
- 1.2.3 The *Consultant* provides a monthly communications report to the *Service Manager*. The report is a mandatory requirement and is to include details of all proactive and reactive communications activity undertaken by the *Consultant* (and subcontractor where applicable). The report also includes details of all known existing or potential communication risks (e.g. damage to the *Client's* reputation), known enquiries or issues, progress with project milestones and community liaison work. The *Consultant* is not required to purchase a media monitoring or cuttings service in order to prepare the monthly report or as part of the contract.

- 1.2.4 Not Used.
- 1.2.5 Not Used.
- 1.2.6 Not Used.
- 1.2.7 Not Used.
- 1.2.8 The *Client* provides
- strategic advice on stakeholder, community and public engagement,
 - guidance on the management of any campaign and lobbyist groups, professional bodies and organisations who vocally oppose the *service*,
 - proactive and reactive communications advice for any activities which fall outside of the scope of the contract,
 - communications advice on the delivery of key milestones in relation to the *service*,
 - response to regional / national media enquiries,
 - advice on the creation, implementation and management of all communication plans,
 - stakeholder, community and media handling for negative/crisis issues,
 - draft statements where required,
 - “lines to take” to be updated throughout the contract period,
 - contributions to customer and community communications if required,
 - advice on the most appropriate application of the *Client’s* visual branding guidelines and visual identity specification and
 - guidance on events, production of communications and announcements.
- 1.2.9 The *Client* requires regular liaison between the *Consultant* and the *Service Manager* and *Client*.
- 1.2.10 The *Consultant* attends monthly communications management meeting, set up by the *Service Manager*, to discuss communications best practise, all known existing or potential risks, any other all communications activities relating to the *service*.
- 1.2.11 The *Consultant* maintains regular and open communication with the *Client*.

1.3 Media Relations

- 1.3.1 The *Consultant* seeks prior agreement from the *Service Manager* before any contact is made with the media in relation to the contract. The *Consultant* retains regular contact with the *Service Manager*, as required by the *Client*.
- 1.3.2 The *Consultant* acknowledges that the *Client* can issue press notices and generate other publicity in relation to the contract (e.g. offering media interviews or placing articles in the press).
- 1.3.3 The *Consultant* does not release any information until
- the *Client* has made its own announcement to the media in relation to the award of a contract or
 - the commencement of the *service*.
- The *Consultant* seeks prior agreement (via the *Service Manager*) from the *Client* before any issuing press notices.
- 1.3.4 The *Consultant* immediately notifies the *Client* of any media enquiries received by the *Consultant* in relation to the contract. The *Consultant* does not make any comments or attend any interviews to the media without agreement of the *Service Manager* and *Client* (via the *Service Manager*).
- 1.3.5 The *Consultant* immediately informs the *Service Manager* of any possible reactive or proactive media opportunities in relation to the contract, including any sensitive issues that may attract media interest.
- 1.3.6 Not Used.
- 1.3.7 The *Consultant* seeks prior agreement of the *Service Manager* before arranging any visits to any location that falls under the contract, by journalists, photographers, film crews. The *Consultant* is responsible for arranging all facilities and attendees required for the visits.
- 1.3.8 The *Consultant* makes explicitly clear when speaking on behalf of the *Client* during media activities (e.g. interviews) in connection with the contract. The *Consultant* seeks agreement of the *Service Manager* and the *Client* (via the *Service Manager*) before conducting interviews in relation to the *Client*'s policies and procedures.

1.4 Social Media

- 1.4.1 The *Consultant* adheres to the *Client*'s social media policy (see link in **Annex 02**), when undertaking any social media activities on behalf of the *Client*, or in relation to the *service*.
- 1.4.2 The *Client* uses its own social media channels to promote work being undertaken on its behalf by the *Consultant*. The *Consultant* does not set up

any social media channels on behalf of the *Client*.

- 1.4.3 Where the *Consultant* requires the use of social media to communicate on behalf of the *Client*, or in relation to the *service*, the *Consultant* seeks prior agreement (via the *Service Manager*) from the *Client*.
- 1.4.4 The *Consultant* seeks agreement (via the *Service Manager*) from the *Client* prior to undertaking any social media activity, in association with or, on behalf of the *Client* or the *service*, via its own social media channels.
- 1.4.5 The *Consultant* is to maintain regular and open communication with the *Client* where instructed to do so throughout the lifetime of the contract.
- 1.4.6 The *Consultant* makes the *Client-Consultant* relationship explicit when undertaking social media activity on behalf of the *Client* or in relation to the *service*.
- 1.4.7 The *Consultant* does not release any information on social media in relation to the award of the contract or the commencement of the *service*, until the *Client* has made its own announcement via its own media channels. The *Client* reserves the right to decline any posts, by the *Consultant*, on social media.
- 1.4.8 The *Consultant* does not respond to any customers enquiries about, or on behalf of, the *Client* via its own social media channels, unless otherwise agreed (via the *Service Manager*) with the *Client*. The *Consultant* passes (via the *Service Manager*) all social media enquiries to the *Client*, immediately.
- The *Consultant* does not release any information on social media in relation to the contract or Providing the Service without the agreement (via the *Service Manager*) of the *Client*. The *Client* reserves the right to decline any posts, by the *Consultant*, on social media
- 1.4.9 The *Consultant* takes all necessary action to notify (via the *Service Manager*) the *Client* where roadworks impact on the road user, enabling the *Client* to effectively communicate this information via its own social media channel.

1.5 Branding and Marketing

- 1.5.1 The *Consultant* adheres to the *Client*'s tone of voice and visual branding guidelines, particularly when undertaking any public facing activities. The *Client*'s visual identity specifications are
- National Highways Our Visual Identity, (see link in **Annex 02**) and
 - 'Normal not formal. A guide to our corporate narrative, tone of voice and writing style' (see link in **Annex 02**).
- 1.5.2 The *Consultant*

- uses the *Client's* existing templates and all other applicable materials, so far as is practicable when developing and producing communication plans for the contract and
- seeks agreement via the *Service Manager* from the *Client* before using its own templates and materials.

- 1.5.3 The *Consultant* conforms to the *Client's* visual identity and branding policy and technical specifications, including for the preparation and production of all information and communications materials including signs and works signage. These are set out in the *Client's* visual identity specifications and visual branding guidelines, as outlined in paragraph 1.7.1 and further information is available from the *Client*. All materials are agreed by the *Service Manager*.
- 1.5.4 The *Consultant* adheres to the *Client's* visual branding guidelines and visual identity specification in relation to the branding and removal of branding of any dedicated operations vehicles. This also applies to letters, emails, personal protection equipment, PowerPoint presentations, leaflets, newsletters, statutory notices and all other materials. For a full list of where *Client* logos can and cannot be used, refer to the *Client's* visual branding guidelines and visual identity specifications referred to in paragraph 1.5.1 of this **Annex 12**. The *Client's* branding is to be present on all contract related materials.
- 1.5.5 All branding and design issues are the responsibility of the *Client* and the *Consultant* seeks, follows and implements the advice of this team.
- 1.5.6 The *Consultant* provides the *Service Manager*, as required, with information in relation to the contract, to update the *Client's* website. All content is agreed via the *Service Manager* by the *Client* prior to issue onto the website. All materials relating to the contract on the *Client's* or other external websites (i.e. non-*Client* websites) make the *Client-Consultant* relationship explicit in that the *Consultant* is working on behalf of the *Client*.

1.6 Traffic Management

- 1.6.1 Not used.

1.7 Publicity and Public Relations

- 1.7.1 Not used.

1.8 Community Relations

- 1.8.1 Not used.



National Highways Company Limited

Scope

Annex 13

Form of Novation

(Old Client to New Client)

NATIONAL HIGHWAYS COMPANY LIMITED
as Old Client

[•]
as New Client

[•]
as Consultant

DEED OF NOVATION

relating to a contract for the provision of services as Delivery Assurance Partner for
the A303 Stonehenge (Amesbury to Berwick Down) Project

DATED [●]

Parties

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

Background

- A) By the Contract, the Old Client has employed the Consultant to provide the Service.
- B) The Old Client has agreed (with the consent of the Consultant) to transfer all its rights and obligations under the Contract to the New Client and the Consultant has agreed to accept the liability of the New Client in place of the liability of the Old Client under the Contract upon and subject to the terms of this deed, which is supplemental to the Contract.

1. Definitions and Interpretation

- 1.1 Unless the contrary intention appears, the following definitions apply
“**Contract**” means the contract dated [●] between the Old Client (1) and the Consultant (2) (including any further agreement varying or supplementing the Contract) under which the Consultant has agreed to provide the Service.
“**Service**” means the services to be carried out by the Consultant pursuant to the Contract.
- 1.2 The clause and paragraph headings in this deed are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
- 1.3 Words in this deed denoting the singular include the plural meaning and vice versa.
- 1.4 References in this deed to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force and references to a statute include statutory instruments and regulations made pursuant to it.
- 1.5 Words in this deed importing one gender include both other genders and may be used interchangeably and words denoting natural persons, where the context allows, include corporations and vice versa.

2. Novation

- 2.1 The Old Client and the Consultant release and discharge each other from the further performance of their respective obligations under the Contract and the Consultant acknowledges and accepts the liability of the New Client in place of the liability of the Old Client under the Contract.
- 2.2 The Consultant undertakes to be bound to the New Client by the terms of the Contract in every way as if the New Client was and always had been a party to the Contract in place of the Old Client.
- 2.3 The Consultant acknowledges and warrants to the New Client that it has duly observed and performed and will continue duly to observe and perform all its obligations under the Contract.
- 2.4 All rights of action and remedies vested in the Consultant against the Old Client in respect of the Contract shall lie against the New Client from the date of this deed, and all rights of action and remedies vested in the Old Client against the Consultant in respect of the Contract shall vest in the New Client from the date of this deed.
- 2.5 Unless the right of enforcement is expressly granted, it is not intended that any third party should have the right to enforce any provision of this deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

3. New Client's Undertakings

- 3.1 Subject to clause 4.1 below, the New Client undertakes to be bound to the Consultant by the terms of the Contract and to perform the obligations on the part of the "*Client*" under the Contract in every way as if the New Client was and always had been a party to the Contract in place of the Old Client.

4. Payment of Sums Due

- 4.1 The Consultant and the Old Client agree that the total amount to be paid by the Old Client to the Consultant for the Service provided under the Contract prior to the date of this deed is £[●]. The Consultant acknowledges that the Old Client has paid the sum of £[●] prior to the date of this deed. The balance of £[●] shall be invoiced by the Consultant to the Old Client and paid by the Old Client in accordance with the Contract.
- 4.2 The Consultant and the New Client agree that the New Client shall be solely responsible (to the exclusion of the Old Client) for payment of all sums due to the Consultant under the Contract for any Service provided after the date of this deed.

Include only if New Client is Government Department or Office of Her Majesty Government

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

5. Notices

- 5.1 Any notice or other communication required under this deed shall be given in writing and shall be deemed to have been properly given if compliance is made with section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962 and the Postal Services Act 2000).
- 5.2 Any notice given pursuant to this clause will be deemed to have been served as follows:
- if delivered personally, at the time of delivery; and
 - if sent by recorded or special delivery post, 48 hours after being delivered into the custody of the postal authorities but excluding Saturdays, Sundays and public and bank holidays in England.
- 5.3 In Proving the Service, it will be sufficient to prove that personal delivery was made or that the envelope containing the notice was properly addressed and delivered into the custody of the postal authorities as a pre-paid recorded or special delivery letter.

6. Governing Law and Disputes

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

Execution Page

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

OPTION 1a [execution by National Highways under seal]

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

Director

Director/Secretary

OPTION 1b [execution by National Highways under seal]

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

Authorised Signatory

Authorised Signatory

OPTION 2a

Executed as a deed by **NATIONAL HIGHWAYS COMPANY LIMITED** acting by:

Director

Director/Secretary

OPTION 2b Executed as a deed by NATIONAL HIGHWAYS COMPANY LIMITED acting by:	
	Authorised Signatory
	Authorised Signatory

Executed as a deed by [NEW CLIENT] in the presence of:	
	Authorised Signatory
	Authorised Signatory

Executed as a deed by [CONSULTANT] in the presence of:	
	Authorised Signatory
	Authorised Signatory



National Highways Company Limited

Scope

Annex 14

Form of Novation

(Old Consultant to New Consultant)

NATIONAL HIGHWAYS COMPANY LIMITED
as Client

[•]
as New Consultant

[•]
as Old Consultant

DEED OF NOVATION

relating to a contract for the provision of services as Delivery Assurance Partner for
the A303 Stonehenge (Amesbury to Berwick Down) Project

DATED [●]

Parties

- 1) **NATIONAL HIGHWAYS COMPANY LIMITED** (company no 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ (the “Client”),
- 2) [●] (company no [●]) whose registered office is at [●] (the “Old Consultant”)
- 3) [●] (company no [●]) whose registered office is at [●] (the “New Consultant”)

Background

- A) By the Contract, the Client has employed the Old Consultant to provide the Service.
- B) The Old Consultant has agreed (with the consent of the Client) to transfer all its rights and obligations under the Contract to the New Consultant and the Client has agreed to accept the liability of the New Consultant in place of the liability of the Old Consultant under the Contract upon and subject to the terms of this deed, which is supplemental to the Contract.

1. Definitions and Interpretation

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

“**Contract**” means the contract dated [●] between the Client (1) and the Old Consultant (2) (including any further agreement varying or supplementing the Contract) under which the Old Consultant has agreed to provide the Service.

“**Service**” means the services to be carried out by the Old Consultant pursuant to the Contract.
- 1.2 The clause and paragraph headings in this deed are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
- 1.3 Words in this deed denoting the singular include the plural meaning and vice versa.
- 1.4 References in this deed to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force and references to a statute include statutory instruments and regulations made pursuant to it.

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

2. Novation

- 2.1 The Old Consultant and the Client release and discharge each other from the further performance of their respective obligations under the Contract and the Client acknowledges and accepts the liability of the New Consultant in place of the liability of the Old Consultant under the Contract
- 2.2 The New Consultant undertakes to be bound to the Client by the terms of the Contract in every way as if the New Consultant was and always had been a party to the Contract in place of the Old Consultant.
- 2.3 The Client acknowledges and warrants to the New Consultant that it has duly observed and performed and will continue duly to observe and perform all its obligations under the Contract.
- 2.4 All rights of action and remedies vested in the Client against the Old Consultant in respect of the Contract shall lie against the New Consultant from the date of this deed, and all rights of action and remedies vested in the Old Consultant against the Client in respect of the Contract shall vest in the New Consultant from the date of this deed.
- 2.5 Unless the right of enforcement is expressly granted, it is not intended that any third party should have the right to enforce any provision of this deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

3. New Consultant's Undertakings

- 3.1 Subject to clause 4.1 below, the New Consultant undertakes to be bound to the Client by the terms of the Contract and to perform the obligations on the part of the Consultant under the Contract in every way as if the New Consultant was and always had been a party to the Contract in place of the Old Consultant.

4. Payment of Sums Due

- 4.1 The Client and the Old Consultant agree that the total amount to be paid by the Client to the Old Consultant for the Service provided under the Contract prior to the date of this deed is £[●]. The Old Consultant acknowledges that the Client has paid the sum of £[●] prior to the date of this deed. The balance of £[●] shall be invoiced by the Old Consultant to the Client and paid by the Client in accordance with the Contract.
- 4.2 The New Consultant acknowledges that any payment made by the Client to the Old Consultant in respect of the Service (whether before or after the date

of this deed) shall be treated as having been made to the New Consultant and that the Client's payment obligation under the Contract shall to that extent be treated as discharged.

5. Notices

- 5.1 Any notice or other communication required under this deed shall be given in writing and shall be deemed to have been properly given if compliance is made with section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962 and the Postal Services Act 2000).
- 5.2 Any notice given pursuant to this clause will be deemed to have been served as follows:
- if delivered personally, at the time of delivery; and
- if sent by recorded or special delivery post, 48 hours after being delivered into the custody of the postal authorities but excluding Saturdays, Sundays and public and bank holidays in England.
- 5.3 In Proving the Service, it will be sufficient to prove that personal delivery was made or that the envelope containing the notice was properly addressed and delivered into the custody of the postal authorities as a pre-paid recorded or special delivery letter.

6. Governing Law and Disputes

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

Execution Page

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

OPTION 1a [execution by National Highways under seal]

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

Director

Director/Secretary

OPTION 1b [execution by National Highways under seal]

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

Authorised Signatory

Authorised Signatory

OPTION 2a

Executed as a deed by **NATIONAL HIGHWAYS COMPANY LIMITED** acting by:

Director

Director/Secretary

OPTION 2b Executed as a deed by NATIONAL HIGHWAYS COMPANY LIMITED acting by:	
	Authorised Signatory
	Authorised Signatory

Executed as a deed by [OLD CONSULTANT] in the presence of:	
	Authorised Signatory
	Authorised Signatory

Executed as a deed by [NEW CONSULTANT] in the presence of:	
	Authorised Signatory
	Authorised Signatory



National Highways Company Limited

Scope

Health, Safety and Wellbeing

Annex 15

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1 HEALTH AND SAFETY AND WELLBEING	
1.1 General Requirements	
1.1.1	The <i>Consultant</i> complies with the <i>Client's</i> health and safety requirements as detailed in this Annex and in Annex 02 to the Scope.
1.1.2	The <i>Consultant</i> complies with and operates according to all relevant and prevailing health and safety legislation, considerations, guidance and industry best practice. The <i>Consultant</i> Provides the Service in a way that aligns to the <i>Client's</i> health and safety policies and initiatives.
1.2 Management of Health and Safety	
1.2.1	<p>The <i>Consultant</i></p> <ul style="list-style-type: none"> operates a formal health and safety management system which complies with ISO45001:2018 or another equivalent and relevant standard accepted by the <i>Service Manager</i> (see link in Annex 02). documents the systems and fully and effectively implements the health and safety management system prior to the end of the Mobilisation Period.
1.2.2	<p>The <i>Consultant</i></p> <ul style="list-style-type: none"> obtains certification from a body accredited by UKAS (or another body accepted by the <i>Service Manager</i>) of its health and safety management system within 6 months of the <i>starting date</i> and submits to the <i>Service Manager</i> a copy of all certificates within one week after it is obtained. <p>If the <i>Consultant</i> already holds such certification at the <i>starting date</i>, the <i>Consultant</i> submits to the <i>Service Manager</i> a copy of all certificates within one week of the <i>starting date</i>.</p>
1.2.3	The <i>Consultant</i> operates and develops its health and safety management system to meet the <i>Client's</i> requirements. The <i>Consultant</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 within the Working Area.
1.2.4	The <i>Consultant's</i> health and safety management system forms part of the <i>Consultant's</i> quality plan.

1.3 Consultant's occupational health management system	
1.3.1	<p>The <i>Consultant</i></p> <ul style="list-style-type: none"> operates an occupational health management system in line with requirements of the Health and Safety Executive's prevailing construction occupational health management model, "Essentials of Managing Construction Health Risks" (see link in Annex 02) and participates in <i>Client</i> working groups to improve health and safety management performance in relation to the following topics <ul style="list-style-type: none"> designing for health and safety in buildability and operability and maintenance, construction health and safety improvement and sustainable design and sustainable construction.
1.3.2	<p>If, in the opinion of the <i>Client</i>, the <i>Consultant</i> is Providing the Service in an unsatisfactory manner or commits a breach of</p> <ul style="list-style-type: none"> any prevailing legislation or, the <i>Consultant's</i> health and safety management system or, a subcontractor's health and safety management system or, the <i>Client's</i> health and safety management system, <p>the <i>Service Manager</i> notifies the <i>Consultant</i> following the process set out in GG128 (Requirements for reporting incidents, events and undesirable circumstances health, safety, wellbeing, structural and environmental) (see link in Annex 02) and raises formally via the Quality Points system and the <i>Client's</i> H&S management system assurance process.</p>
1.3.3	<p>The notification provided by the <i>Service Manager</i> to the <i>Consultant</i> sets out the breach or breaches identified with reasons and outlines the minimum steps required of the <i>Consultant</i> to rectify the breach and a date for rectifying.</p>
1.3.4	<p>Where the <i>Consultant</i> has been given notification of a breach, the <i>Consultant</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>Consultant</i> corrects other breaches that are not notified by the <i>Client</i>.</p>
1.4 Subcontractors' health and safety management systems	
1.4.1	<p>The <i>Consultant</i> ensures that any of its subcontractors (at any stage of remoteness from the <i>Client</i>) operate a formal health and safety management system which fulfils the requirements set out above.</p>

1.5 Health and safety and wellbeing culture and communication	
1.5.1	<p>The <i>Consultant</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>Consultant</i></p> <ul style="list-style-type: none"> operates a behavioural safety programme measured against the supply chain health, safety and wellbeing maturity model, establishes, operates and delivers health and safety employee consultation arrangements to its employees in accordance with applicable prevailing health and safety legislation, provides relevant health and safety training, including induction, to staff and visitors to ensure compliance with prevailing health and safety legislation and approved codes of practice and participates in <i>Client</i> events, programmes and initiatives as appropriate and if requested.
1.6 Health and safety exchange of information	
1.6.1	The <i>Client</i> provides information requested by the <i>Consultant</i> to enable the <i>service</i> to be performed in a safe and legally compliant manner.
1.6.2	The <i>Consultant</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> .
1.6.3	The <i>Consultant</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.
1.7 Health and safety resources	
1.7.1	The <i>Consultant</i> retains sufficient competent health and safety resource as part of its management structure.
1.7.2	<p>The minimum requirements for the <i>Consultant's</i> health and safety resources are that their leads</p> <ul style="list-style-type: none"> have membership of The Institution of Occupational Safety and Health (IOSH) (see link in Annex 02), are qualified to National Examination Board in Occupational Safety and Health (NEBOSH) standard (or higher) (see link in Annex 02),

	<ul style="list-style-type: none"> • have a demonstrable working knowledge of prevailing health and safety legislation, guidance and approved codes of practice relevant to the <i>service</i> and • have the appropriate level of competence, training and demonstrable experience in the field for which they are Providing the Service.
1.8 Health & safety competence of Staff	
1.8.1	See section S570.
1.9 Health and Safety in Construction	
1.9.1	The <i>Consultant</i> ensures that assets, including materials and equipment, are used, installed, constructed and maintained in accordance with prevailing legal requirements, standards and specifications instructed by the <i>Service Manager</i> .
1.10 Incident Reporting and Investigation	
1.10.1	The <i>Consultant</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 Annex 02). 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> .
1.10.2	Following the notification of an incident, the <i>Consultant</i> , in line with the <i>Client's</i> standards, determines if a formal investigation is required and if necessary follows the notification, investigation and reporting procedures as set out therein.
1.10.3	The <i>Consultant</i> undertakes investigations with an independent competent person who has relevant training, knowledge and experience in effective accident/incident investigation.
1.10.4	Nothing prevents the <i>Consultant</i> from carrying out its own (additional) investigation of an incident and in such case, the <i>Consultant</i> provides a copy of its completed incident report to the <i>Client</i> .
1.10.5	<p>The incident report provides</p> <ul style="list-style-type: none"> • information on the circumstances surrounding the accident/ incident and any remedial measures to be taken in order to prevent a recurrence and • relevant photographs and statements

	as an integral part of the report.
1.10.6	Where the <i>Consultant</i> is compiling a draft investigation report, the <i>Consultant</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.
1.10.7	The <i>Consultant</i> implements applicable recommendations arising from incident investigations within the timescales agreed with the <i>Service Manager</i> .
1.10.8	The <i>Client</i> has the right to investigate any incidents wherever they may occur.
1.10.9	The <i>Consultant</i> provides the <i>Client</i> unrestricted access at all reasonable times to the facilities, equipment, materials, employees and records of the <i>Consultant</i> or the subcontractors (at any stage of remoteness from the <i>Client</i>) for this purpose (subject to any statutory or contractual obligation prohibiting this access).
1.10.10	<p>The <i>Consultant</i> provides a copy all materials related to an incident to the <i>Service Manager</i> within the timescales agreed. Any material that would otherwise fall to be disclosed by the <i>Consultant</i> to the <i>Client</i> may be withheld by the <i>Consultant</i>, provided that the <i>Consultant's</i> legal adviser confirms to the <i>Client</i> that the material is</p> <ul style="list-style-type: none"> • a confidential communication between the <i>Consultant</i> and its legal advisor for the purposes of seeking or giving legal advice that the legal advisers would normal expect to be given legal privilege in the normal course of its business with the <i>Consultant</i>, or • a confidential communication between the <i>Consultant</i> or its legal advisers and a third party where the communication came into existence with the dominant purpose of being used in connection with contemplated, pending or actual litigation in adversarial proceedings (as opposed to investigations or fact-finding inquiries).
1.10.11	The <i>Consultant</i> ensures that all subcontracts (at any stage of remoteness from the <i>Client</i>) contain requirements similar to subparagraphs 1 and 10 above.
1.11 Health and Safety Inspections	
1.11.1	<p>The <i>Consultant</i></p> <ul style="list-style-type: none"> • carries out formal site safety inspections as agreed with the <i>Service Manager</i> and documents the findings of these inspections,

	<ul style="list-style-type: none"> ensures that only competent persons carry out inspections or assurance activities, notifies the <i>Service Manager</i> in advance of the date of an inspection and allows the <i>Client</i> to participate in inspections if the <i>Service Manager</i> requests to do so and takes effective actions to ensure that any issues identified during inspections are effectively addressed within the timescales agreed with the <i>Service Manager</i>.
1.12 Health and Safety Management Audit	
1.12.1	The <i>Consultant</i> allows the <i>Service Manager</i> unrestricted access at all contracted hours to the premises, equipment, materials, employees and records of the <i>Consultant</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>Consultant's</i> health and safety management systems. The <i>Consultant</i> includes, in all subcontracts, the rights of access for the <i>Service Manager</i> .
1.12.2	The <i>Consultant</i> implements all recommendations from such audits agreed by the <i>Client</i> within a timescale mutually agreed between the <i>Client</i> and the <i>Consultant</i> .
1.13 Construction Design and Management (CDM) Regulations 2015 compliance	
1.13.1	The <i>Client</i> appoints relevant CDM duty holders in writing, based upon a review of an organisation's ability and competence to perform the <i>service</i> .
1.13.2	CDM duty holders (principal contractor and principal designer) discharge their obligations under the CDM Regulations 2015 (see link in Annex 02) in compliance with any approved code of practice or best practice guidance issued by the HSE (see link in Annex 02) and provide (via the <i>Service Manager</i>) the <i>Client</i> with evidence of such compliance, ensuring competent persons are maintained to continuously fulfil duty requirements throughout the <i>service</i> .
1.13.3	Principal designer duties (as defined by CDM Regulations 2015) are to be undertaken by the <i>Consultant</i> when instructed by the <i>Service Manager</i> . The <i>Consultant</i> refers to the Construction Industry Training Board (CITB) guidance (see link in Annex 02) when carrying out the principal designer role. Where the <i>Consultant</i> is not required to undertake the principal contractor duties, the <i>Client</i> notifies the <i>Consultant</i> as to who is undertaking this role.
1.13.4	During the pre-construction phase and before setting up a construction site in the Working Area, the <i>Consultant</i> creates a construction phase plan in

	respect of the relevant <i>service</i> in compliance with Regulation 12(2) of the CDM Regulations 2015 and provides a copy of the plan to the <i>Service Manager</i> .
1.13.5	Where instructed by the <i>Service Manager</i> , the <i>Consultant</i> undertakes the role of principal designer and associated duties in respect of the <i>service</i> to which the CDM Regulations 2015 apply including <ul style="list-style-type: none"> • work carried out by the <i>Client</i> or • work carried out by Others.
1.14 Medical Fitness	
1.14.1	The <i>Consultant</i> advises the <i>Service Manager</i> of any known medical disability or condition of any <i>Consultant</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.
1.14.2	When requested by the <i>Service Manager</i> , the <i>Consultant</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.
1.15 Health Assessment and Control	
1.15.1	The <i>Consultant</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.
1.15.2	The <i>Consultant</i> makes wellbeing services available to its employees and supply chain in line with, but not exhaustive of, the <i>Service Manager's</i> instructions.
1.15.3	The <i>Consultant</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> .
1.16 Alcohol and Substance Abuse	
1.16.1	The <i>Consultant</i> ensures its employees, whilst engaged in Providing the Service, are not at any time in possession of, do not take, have not taken and are not under the influence of any intoxicating substance ('Prohibited Substance'). This requirement does not apply where the <i>Consultant'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>Consultant</i> employees to be engaged in Providing the Service.
1.16.2	The <i>Consultant</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>Consultant</i> 's 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.
1.16.3	Where the <i>Service Manager</i> is of the opinion that any of the <i>Consultant</i> 's 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>Consultant</i> to perform a drug and alcohol test using the following as appropriate of such <i>Consultant</i> employees <ul style="list-style-type: none"> • breath testing by breathalyser, • urine testing by urinalysis, • both breath testing and urinalysis and • a search of personal possessions/ work area of such <i>Consultant</i> employees for evidence of a prohibited substance.
1.17 Health and Safety Charity-based Incentive Schemes	
1.17.1	The <i>Consultant</i> adopts charity-based incentive schemes covering local and national charities if requested to do so by the <i>Client</i> .
1.18 Health and Safety Maturity Matrix Action Plan	
1.18.1	If the <i>Consultant</i> (or where there is a joint venture, each Consortium Member) does not have an agreed Supply Chain Health and Safety Maturity Matrix Action Plan ('SCMM Action Plan') with the <i>Client</i> , the <i>Consultant</i> (or each Consortium Member) delivers a SCMM Action Plan and submits it to the <i>Service Manager</i> not later than 6 weeks following the <i>starting date</i> .
1.18.2	The SCMM Action Plan is based on the Health and Safety Maturity Matrix ('SCMM') (see link in Annex 02) and the associated implementation plan produced by the <i>Consultant</i> (or each Consortium Member). It details specific actions to be taken under the contract by the <i>Consultant</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 plans for the <i>Consultant</i> (or each Consortium Member).

1.18.3	The <i>Consultant</i> (or each Consortium Member) updates their SCMM Action Plan as needed to support delivery of the improvements identified in the implementation plans and on each anniversary of the <i>starting date</i> . The annual updates are based on the updated SCMM and implementation plans produced by the <i>Consultant</i> (or each Consortium Member).
1.18.4	The <i>Consultant</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.
1.18.5	The <i>Service Manager</i> notifies the <i>Consultant</i> (or a Consortium Member) if at any time the <i>Client</i> considers that the SCMM Action Plan <ul style="list-style-type: none"> • does not comply with the requirements of this contract or • is not capable of delivering the improvements identified in the implementation plans.
1.18.6	Following such notification, the <i>Consultant</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.
1.18.7	If the <i>Consultant</i> (or where there is a joint venture, each Consortium Member) does not have an agreed Supply Chain Health and Safety Maturity Matrix Action Plan ('SCMM Action Plan') with the <i>Client</i> , the <i>Consultant</i> (or each Consortium Member) delivers a SCMM Action Plan and submits it to the <i>Service Manager</i> within 6 weeks following the <i>starting date</i> .
1.19 Management of Road Risk	
1.19.1	The <i>Consultant</i> ensures that it has systems in place for the effective management of occupational road safety in accordance with guidance provided by the HSE (see link in Annex 02) or other relevant industry guidance.
1.19.2	The <i>Consultant'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.
1.20 Driving for Better Business	
1.20.1	The <i>Consultant</i> , as part of its organisation's health and safety at work programme <ul style="list-style-type: none"> • complies with an accredited scheme for managing "Work-Related Road Risk" (WRRR),

	<ul style="list-style-type: none"> • provides evidence of this to the <i>Service Manager</i> and • manages WRRR to an appropriate standard for the <i>service</i> that is being provided.
1.20.2	<p>Within six months of the <i>starting date</i>, the <i>Consultant</i></p> <ul style="list-style-type: none"> • registers with the “Driving for Better Business” (DfBB) programme, • undertakes the DfBB risk assessment and gap analysis of their ‘driving at work’ activities which covers all drivers and vehicles that may be used on business, • implements a ‘driving for work’ policy that <ul style="list-style-type: none"> ○ complies with “Health and Safety Executive” (HSE) guidance, ○ applies to all areas of the business, ○ applies to all types of driving undertaken, ○ is communicated effectively to all employees who may drive for business purposes and ○ 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, • implements an effective system for measuring and monitoring driver and vehicle compliance. This includes as a minimum <ul style="list-style-type: none"> ○ records of crashes and investigation results, ○ driver training or education supplied, ○ driver licence checking and relevant insurance checking, ○ employee policy acceptance and ○ where relevant vehicle checks and defect reporting, • implements an effective system for promoting the same level of awareness regarding WRRS and compliance with HSE guidance through any subcontractors involved in Providing the Service. The <i>Consultant</i> completes (and ensures that all its subcontractors complete <ul style="list-style-type: none"> ○ the “Driving for Better Business (DfBB) Leadership Statement” (commitment) (see link in Annex 02) and

	<ul style="list-style-type: none"> ○ a self-declaration that they manage WRRS to the minimum acceptable level. The <i>Consultant</i> takes any required measures to ensure that declarations are correct, • 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 • includes these requirements in all subcontracts (at any stage of remoteness from the <i>Client</i>.)
1.20.3	<i>The Consultant</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> .
1.21 Not Used	
1.22 Security	
1.22.1	The <i>Consultant</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>Consultant's</i> employees on the <i>Client's</i> premises/ property or being retained by the <i>Client</i> on behalf of the <i>Consultant</i> or <i>Consultant's</i> employees.
1.22.2	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.
1.23 Raising the Bar Initiative	
1.23.1	The <i>Client's</i> "Raising the Bar" initiative and subsequent guidance documents derive from a drive to raise health and safety standards across the industry through sharing best practice approaches. Details are found in Annex 02 .
1.23.2	<p>The <i>Consultant</i> compares the "Raising the Bar" initiative guidance with their own health and safety practices and provides a report to the <i>Service Manager</i> prior to the end of the Mobilisation Period detailing</p> <ul style="list-style-type: none"> • where the "Raising the Bar" initiative guidance is more comprehensive than the <i>Consultant's</i>, the <i>Consultant</i> produces a remedial plan for bringing their working practices up to this minimum standard and

	<ul style="list-style-type: none"> where the <i>Consultant's</i> working practices surpass those set out in the guidance, the <i>Consultant</i> provides details of these to allow the <i>Client</i> to update the guidance for the benefit of all road workers.
1.23.3	The <i>Client</i> undertakes an independent audit process established to assure the implementation of “Raising the Bar” initiative activities. Assessment (and expectation) levels increase over time as health and safety standards are raised and the bar is set incrementally higher.
1.23.4	The “Raising the Bar” initiative and subsequent guidance documents derive from a drive to raise health and safety standards across the industry through sharing best practice approaches. Details are found in Annex 02 to the Scope.
1.24 Home Safe and Well Approach	
1.24.1	<p>The <i>Consultant</i> submits to the <i>Service Manager</i> for acceptance, a strategy of how it operates around the <i>Client's</i> “Home Safe and well” initiative.</p> <p>The <i>Consultant</i> commits and contributes to the <i>Client's</i> “Home Safe and Well” initiative 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>Consultant</i></p> <ul style="list-style-type: none"> considers how its role in connecting the country can really make a difference and embed safety as the first imperative across all areas of responsibility, recognises the behaviours that enable the culture change required to achieve our vision and deliver the objectives of the organisation, engages and collaborates as appropriate with the wider business, supply chain and other stakeholders to promote health, safety and wellbeing, recognising behaviours that bring “Home Safe and Well” to life, is responsible and accountable for the health, safety and wellbeing of those employed by the <i>Consultant</i> and those the <i>Consultant</i> works with and embeds the “Home Safe and Well” approach within the Health and Safety Maturity Matrix (HSMM) and associated implementation and action plans (see link in Annex 02).
1.25 Deleterious and hazardous materials	
1.25.1	Asbestos

	The <i>Consultant</i> complies with the Control of Asbestos at Work Regulations 2012 and General Guidance 105 asbestos management (GG105) see link in Annex 02 .
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National Highways Company Limited

Scope

Parent Company Guarantee

Annex 16

NATIONAL HIGHWAYS COMPANY LIMITED

as Client

[•]

as Guarantor

PARENT COMPANY GUARANTEE

relating to the provision of services as Delivery Assurance Partner for the A303
Stonehenge (Amesbury to Berwick Down) Project

DATED [●]

PARTIES

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

BACKGROUND

By the Contract, the Client has employed the *Consultant* to Provide the Service at [●]
as more particularly described in the Contract.

The Guarantor is the [ultimate]¹ parent company of the *Consultant*.

The Guarantor has agreed to guarantee the due performance by the *Consultant* of
his obligations under the Contract in the manner set out in this deed.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

- 1.1. Unless the contrary intention appears, the following definitions apply:
“**Contract**” means the contract dated [●] between the Client (1) and the
Consultant (2) under which the *Consultant* had agreed to Provide the
Service.
“**Consultant**” means [●] (company no [●]) whose registered office is at [●].
“**Insolvency Event**” means the *Consultant* being unable to pay its debts (as
defined by Sections 123(1) and 268(1) of the Insolvency Act 1986) or any
corporate action, legal proceedings or other procedure or step is taken in
relation to:
- a) suspension of payments, a moratorium of any indebtedness,
winding-up, dissolution, administration or reorganisation (by way of
voluntary arrangement, scheme of arrangement or otherwise) of the
Consultant other than a solvent liquidation or reorganisation of the
Consultant;
 - b) a composition, assignment or arrangement with any creditor of the
Consultant;
 - c) the appointment of a liquidator, receiver, administrator,
administrative receiver, compulsory manager or other similar officer
in respect of the *Consultant* or any of its assets; or
 - d) enforcement of any security over any assets of the *Consultant*,
or any analogous procedure or step is taken in any jurisdiction.
- 1.2. The clause headings in this deed are for the convenience of the parties only
and do not affect its interpretation.

¹ Note to Procurement Officer: delete if not applicable.

- 1.3. Words importing the singular meaning include the plural meaning and vice versa.
- 1.4. Words denoting the masculine gender include the feminine and neuter genders and words denoting natural persons include corporations and firms and all such words shall be construed interchangeably.
- 1.5. References in this deed to a clause are to a clause of this deed.
- 1.6. References in this deed to any statute or statutory instrument include and refer to any statutory amendment or re-enactment for the time being in force.

2. GUARANTEE

- 2.1. In consideration of the Client agreeing to enter into the Contract with the *Consultant*, the Guarantor irrevocably and unconditionally guarantees and undertakes to the Client that:
 - a) the *Consultant* will perform and observe all his obligations under the Contract at the times and in the manner provided in the Contract; and
 - b) in the event of any breach of such obligations by the *Consultant*, the Guarantor shall procure that the *Consultant* makes good the breach or otherwise cause it to be made good and shall indemnify the Client against any loss, damage, demands, charges, payments, liability, proceedings, claims, costs and expenses suffered or incurred by the Client arising from or in connection with it.
- 2.2. The Guarantor shall also indemnify the Client against:
 - a) any costs, losses and expenses (including legal expenses) which may be suffered or incurred by the Client in seeking to enforce and enforcing (i) this Guarantee and/or (ii) any judgment or order obtained in respect of this Guarantee; and
 - b) any loss or liability suffered or incurred by the Client if any of the obligations of the *Consultant* under the Contract is or becomes illegal, invalid or unenforceable for whatsoever reason as if such obligations were not illegal, invalid or unenforceable provided that the Client shall not recover any more from the Guarantor under the indemnity in this sub-clause 2.2(b) than the Client would have been entitled to recover from the *Consultant* under the Contract had the relevant obligations not been illegal, invalid or unenforceable.
- 2.3. Any limitation or defence which would have been available to the *Consultant* in an action under the Contract shall likewise be available to the Guarantor in a corresponding action under this deed, provided that nothing in this clause shall:
 - a) prejudice or affect any liability of the Guarantor under clause 2.2; nor
 - b) allow the Guarantor to avoid liability if either of the events specified in clause 5 occurs.

3. GUARANTOR'S LIABILITY

- 3.1. The obligations of the Guarantor under this deed are in addition to and independent of any other security which the Client may at any time hold in respect of the *Consultant's* obligations under the Contract and may be enforced against the Guarantor without first having recourse to any such security.
- 3.2. The obligations of the Guarantor under this deed are in addition to and not in substitution for any rights or remedies that the Client may have against the *Consultant* under the Contract or at law.
- 3.3. The liability of the Guarantor under this deed shall in no way be discharged, lessened or affected by:
- a) an Insolvency Event;
 - b) any change in the constitution, status, function, control or ownership of the *Consultant* or any legal limitation, disability or incapacity relating to the *Consultant* or any other person;
 - c) the Contract or any of the provisions of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
 - d) any time given, waiver, forbearance, compromise or other indulgence shown by the Client to the *Consultant*;
 - e) the assertion or failure to assert or delay in asserting any rights or remedies of the Client or the pursuit of any right or remedy of the Client;
 - f) the giving by the *Consultant* of any security or the release, modification or exchange of any such security or the liability of any person; or
 - g) any other act, event, omission or circumstance which but for this provision might operate to discharge, lessen or otherwise affect the liability of the Guarantor,
- in each case with or without notice to, or the consent of, the Guarantor and the Guarantor unconditionally and irrevocably waives any requirement for notice of, or consent to, such matters.
- 3.4. Any decision of an adjudicator, expert, arbitral tribunal or court in respect of or in connection with the Contract and any settlement or arrangement made between the Client and the *Consultant* shall be binding on the Guarantor.

4. VARIATIONS TO THE CONTRACT

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

5. LIQUIDATION / DETERMINATION

- 5.1. The Guarantor covenants with the Client that:

- a) if a liquidator is appointed in respect of the *Consultant* and the liquidator disclaims the Contract; or
 - b) if the *Consultant's* employment under the Contract is determined for any reason,
- the liability of the Guarantor under this deed shall remain in full force and effect.

6. WAIVER

- 6.1. The Guarantor waives any right to require the Client to pursue any remedy (whether under the Contract or otherwise) which it may have against the Consultant before proceeding against the Guarantor under this deed.

7. RIGHTS OF GUARANTOR AGAINST CONSULTANT

- 7.1. The Guarantor shall not by any means or on any ground seek to recover from the *Consultant* (whether by instituting or threatening proceedings or by way of set-off or counterclaim or otherwise) or otherwise to prove in competition with the Client in respect of any payment made by the Guarantor under this deed nor be entitled in competition with the Client to claim or have the benefit of any security which the Client holds for any money or liability owed by the *Consultant* to the Client. If the Guarantor shall receive any monies from the *Consultant* in respect of any payment made by the Guarantor under this deed, the Guarantor shall hold such monies in trust for the Client for so long as the Guarantor remains liable or contingently liable under this deed.

8. CONTINUING GUARANTEE

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

9. THIRD PARTY RIGHTS

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

10. NOTICES

- 10.1. Any notice or other communication required under this deed shall be given in writing and is to be delivered personally (which includes delivery by courier) or sent by pre-paid recorded or special delivery post to the party concerned at its address set out in this deed or to such other addresses as may be notified by such party for the purposes of this clause.
- 10.2. Any notice given pursuant to this clause will be deemed to have been served as follows:
- a) if delivered personally, at the time of delivery; and

- b) if sent by recorded or special delivery post, 48 hours after being delivered into the custody of the postal authorities but excluding Saturdays, Sundays and public and bank holidays in England.

10.3. In proving service, it will be sufficient to prove that personal delivery was made or that the envelope containing the notice was properly addressed and delivered into the custody of the postal authorities as a pre-paid recorded or special delivery letter.

11. AGENCY ²

- 11.1. The Guarantor irrevocably appoints [*insert name of Guarantor's agent*] [*insert UK Address for the Guarantor's Agent*] as its agent to receive on its behalf in England service of any court proceedings or documents under clause 12.
- 11.2. Such service shall be deemed completed on delivery to such agent in accordance with clause 10 (whether or not it is forwarded to and received by the Guarantor) and shall be valid until such time as the Client has received prior written notice that such agent has ceased to act as agent.
- 11.3. If for any reason such agent ceases to be able to act as agent or no longer has an address in England, the Guarantor shall forthwith appoint a substitute acceptable to the Client and deliver to the Client the new agent's name and address within England.]

12. GOVERNING LAW

- 12.1. The application and interpretation of this deed shall in all respects be governed by English Law and any dispute or difference arising under it shall be subject to the exclusive jurisdiction of the courts of England and Wales save that any decision, judgment or award of such courts may be enforced in the courts of any jurisdiction.

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

EXECUTION PAGE

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

Director

Director/Secretary

² This clause 11 is only to be included where the Guarantor is a company that is not registered in England.



National Highways Company Limited

Scope

Pensions

Annex 17

LIST OF CONTENTS

1. PENSIONS..... 180

1. PENSIONS

1.1	<p>In this Annex the following definitions apply</p> <ul style="list-style-type: none"> Consultant's Alternative Pension Plan is the pension scheme established or nominated by the <i>Consultant</i> which satisfies the conditions set out in paragraph 1.Error! Reference source not found..
1.2	<p>The <i>Consultant</i> offers its employees who are assigned to provision of the [services] or a relevant part of the [services] membership of the Consultant's Alternative Pension Plan in respect of employment up to the Transfer Date.</p>
1.3	<p>Unless the prior consent of the <i>Service Manager</i> is given, the Consultant's Alternative Pension Plan is</p> <ul style="list-style-type: none"> a registered pension scheme for the purposes of the Finance Act 2004 and a scheme which, as a minimum, fulfils the <i>Consultant's</i> benefit obligations under TUPE, the Transfer of Employment (Pension Protection) Regulations 2005 and sections 257 and 258 of the Pensions Act 2004.
1.4	<p>Unless the prior consent of the <i>Service Manager</i> is given, the <i>Consultant</i> ensures that any subcontractor (at any stage of remoteness from the <i>Client</i>) and any such subcontractor's pension plan in respect of its employees who are assigned to provision of the [services] or a relevant part of the [services] complies with the requirements of this Annex, including paragraphs 1.2 and 1.5.</p>
1.5	<p>The <i>Consultant</i> ensures that</p> <ul style="list-style-type: none"> its obligations in respect of Exit Transferring Employees who are members of the Consultant's Alternative Pension Plan and any subcontractor's (at any stage of remoteness from the <i>Client</i>) obligations in respect of Exit Transferring Employees who are members of any such subcontractor's pension plan <p>are discharged prior to the Transfer Date.</p>