



**National Highways Limited**

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

**SCOPE**

in relation to *goods* for

National Highways Consumables Contract 2023\_24  
1 April 2023 to 31 March 2024

## CONTENTS AMENDMENT SHEET

Amend. No.	Amendments	Initials	Date
1	Tender Issue		March 23

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<b>S 100 Description of the goods</b>	
<b>S 101 Identified and Defined Terms</b>	
S 101.1	In this Scope terms identified in the Contract Data are in italics and defined terms have capital initials. Other terms used with capital letters are defined in the conditions of contract or have meaning given to them in <b>Scope Annex 01</b> .
<b>S 102 Reference Documents</b>	
S 102.1	References to documents within this Scope can be found in <b>Scope Annex 02</b> .
<b>S 103 The Purchaser's' requirement - Background</b>	
S 103.1	<p>This Scope sets out the <i>Purchaser's</i> vision, values and the key objectives of this contract, whilst outlining the <i>Purchaser's</i> expectations regarding how the <i>Supplier</i> must support the delivery. This Scope is to be read in conjunction with the Contract Data and Z clauses and associated Scope annexes.</p> <p>The <i>Purchaser</i> is replacing an existing contract for Consumables with a new 12-month contract to provide the <i>Purchaser</i> with an efficient and cost-effective means of meeting a wide range of requirements.</p> <p>The <i>Purchaser</i> employs circa 6,000 staff, employed in a variety of roles and located in operating centres across the England. Of this number circa 2,000 employees could potentially call on the catalogue of <i>goods</i> referenced in this Scope.</p> <p>The <i>Purchaser</i> will be represented by the OCSD Contracts Team. The primary role of the OCSD Contracts Team is to manage national contracts and all subject matter related issues, where front line operational colleagues are our leading internal customers. The team is based in the Cube (Birmingham) with team members also based in the East Midlands and the Yorkshire and North-East regions.</p> <p>The list of <i>goods</i> or services which may be requested by the <i>Purchaser</i> is descriptive only and the <i>Purchaser</i> may require and instruct services which are similar to the listed <i>goods</i> and services. In particular, the <i>Supplier</i> may be required to respond to changes in technology (including new materials, new methods of working and developments in data communication) and as a result of innovations during the term of the contract.</p>
S 103.2	<p>Consumables is the term used by the <i>Purchaser</i> to describe a wide-range catalogue of <i>goods</i> supplied to employees and categorised as follows:</p> <p>Consumables - the term 'consumables' covers any equipment used by the <i>Purchaser's</i> personnel to perform a work activity. Some <i>goods</i> are generic items such as vehicle-related items used to keep vehicles in a clean and roadworthy condition, whilst others are specific to the role that the individual undertakes.</p>

	<p>The <i>Purchaser</i> is committed to the reduction of carbon emissions by:</p> <ul style="list-style-type: none"> <li>• Aiming to reduce deliveries from the <i>Supplier</i> or handling of stock between the <i>Purchaser's</i> locations,</li> <li>• Explore opportunities to reduce and recycle any waste by-products resulting from this Call Off Contract.</li> </ul> <p>The <i>Supplier</i>, in the delivery of the Consumables required by this contract, will be required manage and support the <i>Purchaser's</i> carbon emission reduction aspirations in the delivery of the services and items as outlined in this Scope.</p> <p>The <i>Supplier</i> ensures:</p> <ul style="list-style-type: none"> <li>• The supply and continue the ongoing supply of Consumables to front line operations. Not only is this a legal requirement but is crucial in enabling the <i>Purchaser</i> Operations to continue safely and in line with health and safety guidelines and operational work instructions.</li> <li>• Provide the <i>Purchaser</i> with access to the <i>Supplier's</i> online ordering portal.</li> <li>• The programme of delivery of <i>goods</i> in a manner that minimises the impact on the <i>Purchaser</i>.</li> <li>• They support the <i>Purchaser's</i> commitment to the reduction of carbon emissions by aiming to reduce deliveries between <i>Supplier</i> locations and the <i>Purchaser</i> locations.</li> </ul> <p>The contract is not exclusive and does not carry a minimum or maximum order value nor any guarantee of orders to be placed.</p> <p>Whilst it is expected that many of the <i>Purchaser's</i> Consumables requirements are to be ordered from this contract, the <i>Purchaser</i> reserves the right to make use of other contracts available to it.</p>
<b>S 104 Purchaser's Objectives</b>	
S 104.1	The purpose of this section is to communicate the <i>Purchaser's</i> vision, values, outcomes and the key objectives of this contract, outlining the <i>Purchaser's</i> expectations regarding how the <i>Supplier</i> supports the delivery of these.
About us	
S 104.2	The <i>Purchaser</i> is a road operator responsible for managing the busiest strategic road network in Europe, carrying one-third of all road traffic and two thirds of freight traffic in England.
S 104.3	The <i>Purchaser's</i> strategic road network is a key enabler of economic growth and prosperity and is essential to the quality of life of the United Kingdom.
S 104.4	The <i>Purchaser</i> role is to deliver a better service for road users and to support a growing economy. It operates, manages and improves the strategic road network in the public interest, maintains the strategic road network on a day-

	to-day basis and provides effective stewardship of the strategic road network's long-term operation and integrity.
The <i>Purchaser's</i> vision	
S 104.5	The <i>Purchaser's</i> vision, as set out in the <i>Purchaser's</i> 'Strategic Business Plan' (see link in Scope <b>Annex 02</b> ) is to revolutionise our roads and create a modern strategic road network across England over the next 25 years. We will play our part in supporting economic growth and shaping a modern Britain to make a real difference to people's lives and businesses' prospects.
The <i>Purchaser's</i> imperatives	
S 104.6	<p>The <i>Purchaser's</i> vision comprises three imperatives, which are:</p> <ul style="list-style-type: none"> <li>• <b>safety</b> – the safety of our employees, our service partners and our road users,</li> <li>• <b>customer service</b> – the customer service and experience that road users have and</li> <li>• <b>delivery</b> – the delivery of the governments' road building and maintenance programme which includes spending over £4 billion a year delivering our strategic road network to our road users, stakeholders and customers.</li> </ul>
S 104.7	The <i>Purchaser's</i> imperatives set out what we do, and the <i>Supplier</i> aligns with these imperatives and supports the <i>Purchaser</i> in achieving the <i>Purchaser's</i> outcomes.
The <i>Purchaser's</i> values and expectations	
S 104.8	<p>The <i>Purchaser's</i> values are:</p> <ul style="list-style-type: none"> <li>• <b>“safety”</b> – we care about our customers, delivery partners and workforce and strive to see that no one is harmed when using or working on our strategic road network,</li> <li>• <b>“integrity”</b> – we are custodians of the network, acting with integrity and pride in the long-term national interest,</li> <li>• <b>“ownership”</b> – we have a clear vision for the future of the strategic road network and find new ways to deliver by embracing difference and innovation, while challenging conventions,</li> <li>• <b>“teamwork”</b> – we have an open and honest dialogue with each other, as well as our customers, stakeholders and delivery partners and</li> <li>• <b>“passion”</b> – building on our professionalism and expertise, we are always striving to improve, delivering a strategic road network that meets the needs of our customers.</li> </ul>



S 104.9	The <i>Purchaser's</i> values describe how it delivers its vision and imperatives, how to treat each other, and expect to be treated, how it wants to be seen as an organisation and how it does business.
S 104.10	The <i>Supplier</i> has values that support those of the <i>Purchaser</i> and that engender constructive and desired behaviours that enable a collaborative approach to achieving the <i>Purchaser's</i> outcomes.
The <i>Purchaser's</i> outcomes	
S 104.11	The <i>Purchaser's</i> 'Delivery Plan' (see link in <b>Scope Annex 02</b> ) sets out the <i>Purchaser's</i> main activities to improve the capacity and performance of the network and how the <i>Purchaser</i> performs said activities.
S 104.12	<p>This contract plays a key role in assisting and enabling the <i>Purchaser</i> to achieve its outcomes of:</p> <ul style="list-style-type: none"> <li>• supporting economic growth</li> <li>• a safe and serviceable strategic road network</li> <li>• a freer flowing network</li> <li>• an improved environment</li> <li>• a more accessible and integrated strategic road network.</li> </ul>
S 104.13	<p>This will be achieved through:</p> <ul style="list-style-type: none"> <li>• planning,</li> <li>• growing capability,</li> <li>• building Relationships,</li> <li>• efficient and effective delivery and</li> <li>• improving customer interface.</li> </ul>
Contract core principles and key objectives	
S 104.14	<p>The contract core principles are:</p> <ul style="list-style-type: none"> <li>• To provide, deliver and re-supply a range of <i>goods</i>, to an agreed standard,</li> <li>• To promote collaborative working between the <i>Purchaser</i> and the <i>Supplier</i>.</li> <li>• To propose innovations and participate in an innovative approach with the <i>Purchaser</i>.</li> </ul> <p>The key objectives are:</p>

- The supply and continued supply of *goods* supporting the *Purchaser* Operations, enabling the company to meet its legal obligations under Health and Safety regulations and for Operations to continue functioning safely.
- Contribution to company values of Safety and Teamwork.
- Contribution to KPIs / contribution to KPIs 1 and 2 as set out in the Road Investment Strategy 2 - *Performance Specification*
- To support the *Purchaser's* commitment to the reduction of carbon emissions by aiming to reduce deliveries between *Supplier* locations and the *Purchaser's* locations.

The *Supplier* ensures the *goods* or services meet or exceed the service level performance measure for each service level.

Service Level	Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Requirement
1	Delivery of Orders within 5 working days from time of notification via the online ordering system or time of receipt of paper order.	Timescales	0 -100%	95%
2	All Deliveries to be received during Monday - Friday working week and between the hours of 9:00am and 18:00pm.	Timescales	0 -100%	95%
3	If requested by the Purchaser for same day pick, despatch and delivery service (i.e. within 1 working day of receipt of order)	Timescales	0 -100%	95%
4	Management of all inbound deliveries and receipt on the online ordering system within 1 working day of arrival at the supplier's premises	Timescales	0 -100%	95%

5	Provision of proof of Delivery (POD) at the Purchaser's premises within 1 working day of delivery.	Timescales	0 -100%	95%
6	Regarding goods returns at regional stores, agreeing collection either at the time of the next delivery or within 5 working days of receipt of the request, whichever is the earliest.	Timescales	0 -100%	95%
7	Availability of e-ordering platform.	Timescales	0 -100%	95%
8	Accurate and timely invoicing submitted to <i>The Purchaser</i> by working day 2 of each month.	Accuracy/timeliness	0 -100%	95%
9	Monthly Management Information (MI) reports submitted to <i>The Purchaser</i> by working day 2.	Timescales	0 -100%	95%

#### S 105 Description of the goods

S 105.1

The *Scope* is for the provision of the *Purchaser's* Consumables requirements. The *Purchaser* is to establish a contract with the *Supplier* for the continued supply of the goods as set out in **Scope Annex 10** – Full list of goods and specification and **Scope Annex 11** goods technical specification. Within this model, the goods are procured and supplied by the *Supplier* to the *Purchaser*.

These goods are used by the *Purchaser's* employees who are engaged in a range of roles, and work from locations spread across the country.

The *Purchaser* calls off items of goods from the *Supplier* who, in return, delivers these to the delivery locations in **Scope Annex 12**. Call off by the *Purchaser* is made via an e-ordering platform hosted by the *Supplier*.

Goods received from the *Supplier* are taken into store by the *Purchaser* for onward distribution.



	<p>The <i>Supplier</i> receives payment from the <i>Purchaser</i> for the <i>goods</i> supplied once those <i>goods</i> have been received by the <i>Purchaser</i>. Notification of receipt by the <i>Purchaser</i> is required before the <i>Supplier</i> can submit a payment invoice to the <i>Purchaser</i>.</p> <p>The <i>goods</i> supplied by the <i>Supplier</i> must meet the design, standards and specifications as set out in <b>Scope Annex 10 and 11</b> – Full list of <i>goods</i> and specification descriptions.</p> <p>All <i>goods</i> requiring the addition of <i>The Purchaser's</i> corporate branding and/or any other branding legend stipulated by the <i>Purchaser</i> during the life of the contract, will comply with the requirements set out by the <i>Purchaser</i>. The <i>Supplier</i> ensures:</p> <ul style="list-style-type: none"> <li>• The provision and maintain an online electronic ordering platform, a comprehensive catalogue of all <i>goods</i> items.</li> <li>• The receipt and processing all orders from the <i>Purchaser</i> via an on-line electronic ordering system.</li> </ul> <p>An order is defined as one placed by the <i>Purchaser</i> containing at least the agreed <i>goods</i> description, Item Code, Quantity and Delivery Destination for each item that is received via the <i>Supplier's</i> online electronic ordering system.</p> <p><b>Operating hours</b></p> <p>The <i>Supplier</i> ensures the operation of their core service from Monday to Friday between the hours of 07:00 and 18:00, excluding bank holidays in England and Wales with any exceptions to be agreed with the <i>Purchaser</i>, including the ability to contact the <i>Supplier</i> and deliveries made to the <i>Purchaser</i> delivery locations set out in Annex 12</p> <p><b>Online electronic ordering system</b></p> <p>The <i>Supplier</i> ensures the provision of an electronic ordering system for the <i>Purchaser</i> to order <i>goods</i> to be fully functional, tested and delivered as detailed in the Mobilisation Plan.</p> <p>The functionality will include but not be limited to the <i>Purchaser's</i> requirements as follows:</p> <ul style="list-style-type: none"> <li>• An e-catalogue of all <i>goods</i> containing the visual images of each item, specification details, performance details (where applicable).</li> <li>• Group items of <i>goods</i> to specific operational departments, groups and individuals as required by the <i>Purchaser</i>.</li> <li>• Provide a single individual user, a super user and specific operational department accounts as required by the <i>Purchaser</i>.</li> <li>• Set limits (number of items, items themselves and cost) and the allocation of items available to specific individuals or groups of individuals as required by the <i>Purchaser</i>.</li> <li>• Add new or remove obsolete items as requested by the <i>Purchaser</i>.</li> </ul>
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	<ul style="list-style-type: none"> <li>• The ability to place orders on a 24/7 – 365-day basis.</li> <li>• The ability to place orders from any location.</li> <li>• The ability to contact the <i>Supplier</i> to request a collection of items required to be returned from any location.</li> </ul> <p>In the provision, operation and maintenance of the online electronic ordering system the <i>Supplier</i> ensures:</p> <ul style="list-style-type: none"> <li>• All data is held securely and complies with the Data Protection Legislation,</li> <li>• All data is held securely and complies with the requirements in Scope Annex 06 (Data Protection).</li> <li>• Access is restricted to named individuals from the <i>Purchaser</i>.</li> <li>• The <i>Purchaser</i> has access to the system as required on a 24 hour / daily basis.</li> </ul> <p>The <i>Supplier</i> ensures the electronic ordering system will provide the details:</p> <ul style="list-style-type: none"> <li>• Of the individual who placed the order.</li> <li>• The date the order was placed.</li> <li>• The status of the order, i.e., ordered, pending, awaiting stock, returned, shipped, delivered and invoiced.</li> <li>• The total value of the order placed.</li> <li>• The actual date when delivery was made.</li> <li>• Details of whom signed for the order on delivery.</li> <li>• The final delivery location.</li> </ul> <p>The <i>Supplier</i> ensures the electronic ordering system will include the functionality to provide the following management information as a minimum:</p> <ul style="list-style-type: none"> <li>• The ability to produce reports showing ordering / usage data (per user/per item and/or department and for any time parameter).</li> <li>• The ability to customise reports.</li> <li>• The ability to produce reports in a variety of downloadable and exportable formats.</li> <li>• The <i>Supplier</i> provides full training to the <i>Purchaser</i> on the use of the electronic online ordering System.</li> <li>• The ability to produce reports on the delivery and carriage charges of these items.</li> </ul> <p><b>Contingency Arrangements</b></p> <ul style="list-style-type: none"> <li>• As a contingency should the on-line e-ordering system not being available, the <i>Supplier</i> ensures an alternative process of ordering</li> </ul>
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	(at least by phone or email) can be used if the online ordering system is unavailable.
S 105.2	The <i>Supplier</i> complies with the <i>Purchaser's</i> Health and Safety Requirements outlined in Section <b>S 300</b> .
S 105.3	The <i>Purchaser</i> reserves the right to inspect the Health and Safety policy and documentation at any time. The <i>Supplier</i> co-operates within reason.
S 105.4	<p>The <i>Supplier</i> ensures that all the <i>goods</i> they provide are supported by relevant information to evidence the specification applicable to them i.e., relevant British Standard (abbreviated BS denotes Britain's National Standards which are controlled by the British Standards Institute (BSI)) or European Standards (abbreviated EN, EN denotes a Standard which is adopted by the European community and is controlled by the European Committee for Standardisation (CEN)).</p> <p>The above applies where the <i>Supplier</i> manufactures the <i>goods</i> themselves, where they directly subcontract with the manufacturer and where the <i>goods</i> are supplied via distributor or any third party acting on behalf of the manufacturer.</p> <p>The <i>Supplier</i> ensures that the test and inspection details include (but are not limited to) the following:</p> <ul style="list-style-type: none"> <li>• Objective, procedure and standards to be used.</li> <li>• When they are to be done.</li> <li>• Who carries out the tests, and who is in attendance.</li> <li>• Testing and inspections method.</li> <li>• The facilities required and who provides these.</li> <li>• Access arrangements.</li> <li>• Information or instructions that need to be provided.</li> </ul> <p><b>Process improvement</b> - The <i>Supplier</i> advises the <i>Purchaser</i> on production methods and processes that will improve quality, reduce production time and cost prior to making any changes.</p> <p><b>Towing equipment</b> - The <i>Supplier</i> provides towing equipment to the <i>Purchaser</i> that is either, new or has been inspected and where authorised, repaired and meets the necessary standards every 6 months (normally January and July) but subject to change.</p> <p>The <i>Supplier</i> manages and maintain a 6-month programme to inspect and return or replace the items of towing equipment identified below.</p> <p>Any repairs identified as needed are to be discussed with the <i>Purchaser</i> and decided on a case-by-case basis.</p>

<p>The timescales are to be agreed with the <i>Purchaser</i> and are delivered to the <i>Purchaser's</i> regional operational centres. These items are:</p> <ul style="list-style-type: none"> <li>• Single leg straps (EN 1492 – 1: 2000)</li> <li>• Tow leg straps (EN 1492 – 1: 2000)</li> <li>• Round slings (EN 1492 – 2:2000)</li> <li>• Shackle 3.25 tonne Shackles (US FED SPEC RR-C-271) safety factor 4 – 1 (MBL 13 tonne).</li> <li>• <b>Shackles are not inspected but are to be replaced every 6 months.</b></li> </ul> <p>The <i>Supplier</i> issues an electronic poster to the <i>Purchaser</i> at each towing equipment exchange period which clearly shows the coloured tag being used for that exchange period.</p> <p>Each unit to be supplied with unique identification numbers showing towing capacity and labels colour coded to show month of operation.</p> <p>Following the supply of replacement towing equipment to the regional operational centres, the <i>Supplier</i> will collect the old towing equipment from each regional operational centre at an agreed timescale with the <i>Purchaser</i>.</p> <p><b>Load cell (recalibration)</b></p> <p>The <i>Supplier</i> provides a cyclical load cell recalibration service upon receipt of an order from the <i>Purchaser</i> to commence the annual recalibration programme.</p> <p>The <i>Supplier</i> manages the recalibration service one region at a time and will use the <i>Purchaser's</i> owned stock of 70 spare units for recalibration purposes.</p> <p>The <i>Purchaser</i> agrees the timescale for the annual recalibration programme with the <i>Supplier</i> within 3 (three) calendar months of the start date.</p> <p>The <i>Supplier</i> ensures that all load cells supplied to the <i>Purchaser</i> have been recalibrated via the load cell manufacturer's recalibration services as agreed with the <i>Purchaser</i>. Each load cell will be marked with a recalibration due date following recalibration at the load cell manufacturer's premises.</p> <p>Any repairs identified as needed are to be discussed with the <i>Purchaser</i> and decided on a case-by-case basis.</p> <p>The load cells are the <b>Redacted</b> version (as shown in <b>Scope Annex 11</b>) with 100 metres range, high quality aircraft grade aluminium, internal components with IP67/NEMA 6 waterproof environmental protection. Capacity of 25kN.</p> <p>At a time agreed with the <i>Purchaser</i>, the <i>Supplier</i> will deliver a fully recalibrated load cell per traffic officer vehicle to each of the <i>Purchaser's</i> regional operational centres in a cyclical programme, one region at a time.</p> <p>After the delivery of newly recalibrated load cells to the regional operational centres, the <i>Purchaser</i> will pack in batches, all load cells past their</p>
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recalibration due date, and despatch to the load cell manufacturer's premises for recalibration services.

Once the *Purchaser* has been notified by the *Supplier* that the recalibration has been completed, the *Supplier* redistributes the recalibrated items, and recalibration failures and any new items ordered by the *Purchaser* to replace recalibration failures in accordance with the agreed programme.

The payment mechanism for the load cell recalibration service will via an invoice process as agreed with the *Purchaser*.

#### **Asset Inspectors equipment for annual recalibration service**

The *Supplier* provides an annual recalibration service for:

- Altair 4X Gas detector
- Cat & Genny's
- Cygnus Probes
- Laser Level, Tripod & Staff
- Laser Measure handheld
- Non-contact Infrared Digital Thermometer
- Fluke Meter
- Cover Meter
- Bat Detectors (all types in operation)

The *Purchaser* agrees the timescale for the annual recalibration programme with the *Supplier* within 3 (three) calendar months of the start date.

On completion of the annual programme, the *Supplier* provides fully recalibrated items to the *Purchaser*.

The *Supplier* ensures that items supplied to the *Purchaser* have been recalibrated via the manufacturer's recalibration services.

Each item listed above is marked with a recalibration due date following recalibration at the manufacturer.

Any repairs identified as needed are to be discussed with the *Purchaser* and decided on a case-by-case basis.

Once the *Purchaser* has been notified by the *Supplier* that the recalibration has been completed, the *Supplier* redistributes the recalibrated items, any recalibration failures and any new items ordered by the *Purchaser* to replace recalibration failures in accordance with the agreed programme.

The payment mechanism for the recalibration service will via an invoice process as agreed with the *Purchaser*.

**Sphag Sorb** - The *Supplier* provides 10 litre bags of sphag sorb to the following specification upon receipt of an order from the *Purchaser*.

	<ul style="list-style-type: none"> <li>Sphag sorb which is a pre-packed Lightweight Chemical Absorbent substance to effectively absorb Chemical, Oil and other spills from the carriageway.</li> <li>The substance should be equally able to deal with spills on water as well as hard surfaces.</li> <li>Product specification to cover bulk spreadable products (Type II as defined in BS 7959:2004 Pt 1) for absorbing Diesel (EN 590 Automotive fuels – Diesel – requirements and tests).</li> <li>The pre-packed bags will not exceed a 10 Litre capacity and not exceed 50cm x 25 cm in size.</li> </ul> <p>A sphag sorb and load cell specification is found at <b>Scope Annex 11</b> Technical specifications for load cells, sphag sorb and vehicle torch.</p>
S 105.5	The <i>Supplier</i> is responsible for the management of tests, inspections and provision of samples as applicable for all <i>goods</i> supplied under this contract
<b>S 200 Specifications</b>	
<b>S 201 Specifications</b>	
S 201.1	Please refer to Scope Annex 10 Full List of Goods & Specification
S 201.2	Please refer to Scope Annex 11 Goods Technical Specifications
S 201.3	Please refer to Scope Annex 12 <i>Purchaser's</i> Delivery Locations
S 201.4	Please refer to Scope Annex 13 Vehicle Kit
<b>S 300 Constraints on how the <i>Supplier</i> Provides the <i>Goods</i></b>	
<b>S 301 General constraints</b>	
S 301.1	<p>The <i>Supplier</i> provides the <i>goods</i> in such manner as to minimise the risk of damage or disturbance to or destruction of third-party property.</p> <p>The <i>Supplier</i> does not enter into commitments when dealing with third parties that might impose any obligations on the <i>Purchaser</i> except with the consent of the <i>Purchaser</i>.</p> <p><b>Standards and quality</b> - The <i>Supplier</i> during the framework contract complies with BSI and EU standards and maintains, where applicable, accreditation with the relevant standards authorisation body.</p> <p>Throughout the contract, the <i>Supplier</i> and the <i>Purchaser</i> shall notify each other of any new or emergent standards which could affect the <i>Supplier's</i> provision, of the <i>goods</i> and/or connected services. The adoption of any such new or emergent standard, or changes to existing standards, shall be agreed in between the <i>Supplier</i> and the <i>Purchaser</i>.</p>

	<p>Where a new or emergent standard is to be developed or introduced by the <i>Purchaser</i>, the <i>Supplier</i> is responsible for ensuring that the potential impact on the <i>Supplier's</i> provision, or the <i>Purchaser's</i> receipt of the <i>goods</i> and/or connected services is explained to the <i>Purchaser</i> (within a reasonable timeframe), prior to the implementation of the new or emergent standard.</p> <p>Where any standards referenced conflict with each other or with best professional or industry practice adopted after the start date, then the later standard or best practice shall be adopted by the <i>Supplier</i>.</p> <p>The <i>Supplier</i> ensures that their team be appropriately experienced, qualified and trained to supply the <i>goods</i> and/or connected services in accordance with this Contract and apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the <i>goods</i> and/or services.</p>
S 301.2	Any information relevant to the delivery site is to be provided to the <i>Supplier</i> prior to the <i>delivery date</i> .
S 301.3	The <i>Purchaser's</i> working hours for delivery are to be defined in the Scope.
S 301.4	Any site-specific constraints will be defined in the Scope.
<b>S 302 Confidentiality</b>	
S 302.1	<p>The <i>Supplier</i> keeps (and ensures that anyone employed by it or acting on its behalf keeps) confidential and does not disclose to any person.</p> <ul style="list-style-type: none"> <li>• the terms of the contract</li> <li>• any confidential or proprietary information (including Personal Data) provided to or acquired by the <i>Supplier</i> in the course of Providing the Goods,</li> </ul> <p>except that the <i>Supplier</i> may disclose information</p> <ul style="list-style-type: none"> <li>• to its legal or other professional advisers,</li> <li>• to its employees and subcontractors (at any stage of remoteness from the <i>Purchaser</i>) as needed to enable the <i>Supplier</i> to provide the <i>goods</i>,</li> <li>• where required to do so by law or by any professional or regulatory obligation or by order of any court or government agency, provided that prior to disclosure the <i>Supplier</i> consults the <i>Purchaser</i> and takes full account of the <i>Purchaser's</i> views about whether (and if so to what extent) the information should be disclosed, <ul style="list-style-type: none"> <li>○ which it receives from a third party who lawfully acquired it and who is under no obligation restricting its disclosure,</li> <li>○ which is in the public domain at the time of disclosure other than due to the fault of the <i>Supplier</i> or</li> <li>○ with the consent of the <i>Purchaser</i>.</li> </ul> </li> </ul>



S 302.2	The <i>Supplier</i> does not (and ensures that anyone employed by it or acting on its behalf does not) use any confidential or proprietary information provided to or acquired by it for any purpose other than to provide the <i>goods</i> .
S 302.3	Not used
<b>S 303 Insurances</b>	
S 303.1	The <i>Supplier</i> is required to have in place required insurances described in the Insurance Table in the Contract Data and as shown in <b>Scope Annex 03</b> .
S 303.2	The <i>Supplier</i> discharges all its obligations under the Insurance Act 2015 when placing, renewing or maintaining any insurances required by the contract.
<b>S 304 Security and identification of people</b>	
<b>S 304.1 Mandatory obligations</b>	
S 304.1.1	The <i>Purchaser</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” (see links in Annex 02) issued by the Cabinet Office as amended from time to time.
S 304.1.2	The <i>Supplier</i> familiarises itself with the objectives and principles embodied within the HMG Security Policy Framework, in addition to the mandatory obligations extracted from the HMG Security Policy Framework and set down in this section.
S 304.1.3	The <i>Supplier</i> ensures that the appropriate level of personnel security is obtained and maintained for all Staff in accordance with the HMG Security Policy Framework.
S 304.1.4	The <i>Purchaser</i> notifies the <i>Supplier</i> of any revisions to the personnel security requirements arising as a consequence of subsequent amendments to the HMG Security Policy Framework and agrees any remedial action required by the <i>Supplier</i> as a result of the amendments.
<b>S 304. 2 Security checks – Minimum requirements</b>	
S 304.2.1	<p>“HMG Baseline Personnel Security Standard v6.0 – May 2018” (“the BPSS”) (see link in <b>Scope Annex 02</b>) forms the minimum-security check requirements for all Staff whose duties include:</p> <ul style="list-style-type: none"> <li>working in any of the <i>Purchaser</i>’s premises, for example, the Site, offices, depots, Regional Operations Centres (ROC), the National Traffic Operations Centre (NTOC) and any outstations owned and operated by the <i>Purchaser</i>,</li> </ul>



	<ul style="list-style-type: none"> <li>usage of the <i>Purchaser's</i> Information Systems and</li> <li>working unsupervised in any other capacity.</li> </ul>
S 304.2.2	The <i>Purchaser</i> may notify the <i>Supplier</i> of a modification to the categories of Staff requiring BPSS security checks at any time.
S 304.2.3	Unless advised otherwise by the <i>Purchaser</i> , it is the <i>Purchaser's</i> hiring manager who completes a BPSS check. The <i>Purchaser's</i> hiring manager for the contract is the <i>Purchaser</i> . All Staff, working on the <i>Purchaser's</i> premises or with its technology, have to be BPSS approved before they begin working for or with the <i>Purchaser</i> . The BPSS form and guidance set out in <b>Annex 04</b> have been produced to assist the <i>Purchaser's</i> hiring manager undertaking checks and to ensure all checks meet the standards set out in the HMG Security Policy Framework.
S 304.2.4	Procedural and other details for ensuring compliance with the BPSS are set out in subsection "Part One – BPSS Compliance" below.
<b>S 304.3 Security checks – Additional vetting requirement</b>	
S 304.3.1	Where Staff require unrestricted access to the <i>Purchaser</i> areas identified in subsection "Part Two - National Security Vetting (NSV)" below, the <i>Purchaser</i> notifies the <i>Supplier</i> of the appropriate level of National Security Vetting (NSV) to be carried out.
S 304.3.2	Procedural and other details for ensuring compliance with NSV are set out in subsection "Part Two - National Security Vetting (NSV)" below.
<b>Part One – BPSS compliance</b>	
<b>S 304.4 Procedures</b>	
S 304.4.1	The <i>Supplier</i> undertakes security checks to ensure the confidentiality, integrity and availability of the <i>Purchaser's</i> asset (documents and information).
S 304.4.2	<p>The recruitment controls of the BPSS are required to have been carried out for all Staff to whom paragraph S 304.2.1 applies prior to their employment on the contract. The recruitment control process is completed satisfactorily before an individual:</p> <ul style="list-style-type: none"> <li>is issued with a security pass giving unrestricted access to the <i>Purchaser's</i> premises,</li> <li>potentially has access to the <i>Purchaser's</i> sensitive, possibly protectively marked, information and</li> <li>is given access to the <i>Purchaser's</i> IT network.</li> </ul>
S 304.4.3	The <i>Supplier</i> takes all necessary measures to confirm that any previous

	security checks carried out on existing Staff meets the requirements of the BPSS, either in full or by exception, using the risk management assessment process guidance contained in the HMG Security Policy Framework.
S 304.4.4	The <i>Supplier</i> notes that, for existing Staff with more than 3 years continuous employment and who have not had any access passes or permits revoked in that time, the requirements for references in the BPSS security check can be deemed to be discharged by a letter, from the <i>Supplier's</i> Human Resources team or one of its Directors, certifying the same.
S 304.4.5	The <i>Supplier</i> reconciles any unacceptable gaps identified between the BPSS and existing security checks in accordance with the requirements of the BPSS.
S 304.4.6	Any new Staff to whom paragraph S 304.2.1 applies are assessed strictly in accordance with the requirements of the BPSS.
S 304.4.7	The <i>Supplier</i> keeps full and auditable records of all security checks carried out on Staff and makes such records available to the <i>Purchaser</i> or its appointed representatives for audit purposes upon request.
S 304.4.8	<p>If:</p> <ul style="list-style-type: none"> <li>the <i>Purchaser</i> discovers any non-compliance with the requirements of the BPSS from the audit process,</li> <li>the <i>Supplier</i> fails to keep full records of security checks carried out on Staff or</li> <li>the <i>Supplier</i> fails to make such records available upon request.</li> </ul> <p>the <i>Purchaser</i> may</p> <ul style="list-style-type: none"> <li>invoke individual withdrawal of permits or passes to Staff or</li> <li>invoke systematic withdrawal of permit or passes to Staff,</li> <li>require that an independent audit of the <i>Supplier's</i> BPSS security checks procedure is undertaken at the expense of the <i>Supplier</i> and</li> <li>instruct the <i>Supplier</i> to take appropriate action to immediately address any non-compliance with the BPSS notified to it by the <i>Purchaser</i>.</li> </ul>
S 304.4.9	The <i>Supplier</i> notes that the BPSS does not constitute a formal security clearance. It is designed to provide a level of assurance as to the trustworthiness, integrity and reliability of the individual involved.
S 304.4.10	The <i>Supplier</i> reconciles any unacceptable gaps identified between the BPSS and existing security checks in accordance with the requirements of the BPSS.
<b>S 304.5 Security check process for BPSS</b>	

S 304.5.1	The security check process of the BPSS follows the guidance provided in “HMG Baseline Personnel Security Standard May 2018” (see link in <b>Scope Annex 02</b> ).
S 304.5.2	<p>The BPSS comprises verification of four main elements:</p> <ul style="list-style-type: none"> <li>• identity,</li> <li>• nationality and immigration status (including an entitlement to undertake the work in question),</li> <li>• employment history (past 3 years) and</li> <li>• criminal record (unspent convictions only).</li> </ul> <p>Additionally, prospective Staff are required to give a reasonable account of any significant periods (6 months or more in the past 3 years) of time spent abroad.</p>
S 304.5.3	The specific requirements for verification of each of the four main elements above are set out in “Part II - The Verification Process of the HMG Baseline Personnel Security Standard (BPSS)” (see link in <b>Scope Annex 02</b> ). An outline description of the core requirements is included in S 304.6 to S 304.9 but does not relieve the <i>Supplier</i> from its obligation to comply with all the requirements of the “HMG Baseline Personnel Security Standard” (see link in <b>Scope Annex 02</b> ).
S 304.5.4	Information collected at each stage of the process is reviewed, assessed and recorded by the <i>Purchaser</i> in line with the BPSS form set out in <b>Scope Annex 04</b> .
<b>S 304.6 Verification of identity – Outline requirements</b>	
S 304.6.1	Identity may be verified by physically checking a range of appropriate documentation (for example, passport or national identification (ID) card together with a utility bill or bank statement) or by means of a commercially available identification verification service.
S 304.6.2	Only original documents are to be used for identification purposes, copies are not acceptable. Electronic signatures should be verified by cross checking to a specimen signature provided by the individual.
S 304.6.3	There is no definitive list of identifying documents. The <i>Supplier</i> notes that not all documents listed in the BPSS are of equal value. The objective is to verify a document that is issued by a trustworthy and reliable source, is difficult to forge, has been dated and is current, contains the owner’s name, photograph and signature and itself requires some evidence of identity before being issued (for example, a passport or national ID card).
S 304.6.4	National Insurance Numbers (NINOs) can be obtained fraudulently and cannot be relied on as a sole means of establishing identity or right to work.



	Temporary numbers beginning with TN or ending in a letter from E to Z inclusive are not acceptable.
S 304.6.5	Where verification of identity is not straightforward, but a decision is nevertheless taken to employ an individual, the <i>Supplier</i> notifies the <i>Purchaser</i> and records the matter on the early warning register.
<b>S 304.7 Nationality and immigration status (including an entitlement to undertake the work in question) – Outline requirements</b>	
S 304.7.1	Nationality and immigration status may be verified by physically checking appropriate documentation or, in exceptional circumstances only, by means of an independent check of United Kingdom (UK) Visas and immigration records.
S 304.7.2	The <i>Supplier</i> takes the necessary steps to ensure that an individual has the right to remain in the UK and undertake the work in question, including a review of the individual's settlement status as required under the "EU Settlement Scheme" (see link in <b>Scope Annex 02</b> ) where applicable.
S 304.7.3	The Supplier applies all checks consistently and complies with its obligations under the "Equality Act 2010" (see link in <b>Scope Annex 02</b> ).
<b>S 304.8 Employment history (past 3 years) – Outline requirements</b>	
S 304.8.1	<p>The <i>Supplier</i> verifies the individual's recent (minimum of 3 years) employment or education history, as applicable,</p> <ul style="list-style-type: none"> <li>• by following up references with previous employers,</li> <li>• by verifying Her Majesty's Revenue and Customs (HMRC) tax returns or accountant certified company accounts for self-employment periods,</li> <li>• by verifying academic certificates,</li> <li>• by means of a commercially available CV checking service or</li> <li>• (in exceptional circumstances or where there are unresolved gaps) by means of an independent check of HMRC records.</li> </ul>
S 304.8.2	To ensure that individuals are not concealing associations or unexplained gaps, the <i>Supplier</i> carries out an investigation to address any doubts over the information provided before proceeding further with the BPSS requirements.
<b>S 304.9 Criminal record (unspent convictions only) – Outline requirements</b>	
S 304.9.1	The <i>Supplier</i> notes that the requirement to verify "unspent" convictions does not apply when the BPSS is being carried out as part of the groundwork for NSV, where a full check of criminal records ("spent" and "unspent") are made

	as part of that process.
S 304.9.2	Under the terms of the “Rehabilitation of Offender Act 1974” (see link in <b>Scope Annex 02</b> ), it is reasonable for employers to ask individuals for details of any “unspent” criminal convictions. The Act states that if an offender remains free of further convictions for a specified period (the “rehabilitation period”), the conviction becomes spent. Where rehabilitation has taken place, the individual is to be treated as if the offence had never been committed.
S 304.9.3	The <i>Supplier</i> may choose to use the basic disclosure certificate check option available from the “Disclosure and Barring Service” (see link in <b>Scope Annex 02</b> ) to meet this verification requirement.
S 304.9.4	Where “unspent” convictions have been disclosed, the <i>Supplier</i> carries out a risk assessment, which may include the need for legal advice, before proceeding further.
<b>S 304.10 Approval for employment</b>	
S 304.10.1	General guidance and requirements post BPSS verification are contained in “Part IV – Post Verification Process of the HMG BPSS” (see link in <b>Scope Annex 02</b> ). An outline description of the core requirements is included below but does not relieve the <i>Supplier</i> from its obligation to comply with all the requirements of the BPSS.
S 304.10.2	Subject to paragraph S xxx.10.3 and unless advised to the contrary by the <i>Purchaser</i> , all Staff for whom a completed BPSS has been submitted may be treated by the <i>Supplier</i> as suitable to undertake the duties referred to in paragraph S xxx.2.1.
S 304.10.3	The <i>Purchaser</i> ordinarily requires a period of 3 working days from receipt of a fully completed BPSS security check for its internal approvals process and prior to the subsequent issue of access permits and passes. The <i>Purchaser</i> may exclude from the <i>Purchaser’s</i> premises, any individual for whom a BPSS is not supplied, is incomplete or is otherwise unsatisfactory.
S 304.10.4	BPSS checks with a sealed “Criminal Record Declaration” are assessed separately on a case-by-case basis by the <i>Purchaser</i> . The <i>Purchaser</i> advises the <i>Supplier</i> if the individual has been approved as suitable to undertake all or any of the duties referred to in paragraph S xxx.2.1.
<b>S 304.11 Incomplete or unsatisfactory BPSS verification records</b>	
S 304.11.1	Where a BPSS is incomplete or is otherwise unsatisfactory, the <i>Purchaser</i> advises the <i>Supplier</i> of the deficiencies and the actions needed to correct them.
S	The <i>Purchaser</i> contacts the <i>Purchaser’s</i> Security team to address any

304.11.2	actions needed as a result of an incomplete or otherwise unsatisfactory BPSS check.
<b>S 304.12 Renewal of the BPSS</b>	
S 304.12.1	Under most circumstances, renewal of the BPSS is not required.
S 304.12.2	The <i>Supplier</i> rechecks the immigration status of migrant Staff before their current right to remain in the United Kingdom visa expires or within 12 months of the previous check, whichever is the sooner. These checks are repeated until the employee can demonstrate an indefinite right to remain in the United Kingdom or until the employment comes to an end.
S 304.12.3	The <i>Purchaser</i> instructs the <i>Supplier</i> to carry out additional security checks on any Staff required to operate in or on List X (see definition in <b>Scope Annex 01</b> and link in <b>Scope Annex 02</b> ) premises owned, operated or accessible by the <i>Purchaser</i> .
S 304.12.4	If an individual, who has previously been the subject of a BPSS check, leaves the employment of the <i>Supplier</i> and is subsequently re-employed by the <i>Supplier</i> within twelve months, the original security check authorisation may be reinstated. The <i>Purchaser</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.
<b>S 304.13 Ongoing personnel security management (“aftercare”)</b>	
S 304.13.1	The <i>Supplier</i> monitors, manages and supports the required behaviours of Staff who are approved for work on the contract in line with the principles contained in the HMG Security Policy Framework and reports to the <i>Purchaser</i> immediately if the continuing suitability of an individual is in doubt.
S 304.13.2	Where the <i>Supplier</i> reports a case of doubt or the <i>Purchaser</i> considers that the actions of any individual does not conform to the <i>Purchaser’s</i> required behaviours, the <i>Purchaser</i> may instruct the <i>Supplier</i> to review the performance of the individual concerned. The <i>Supplier</i> takes appropriate action in consequence of the review, which may include: <ul style="list-style-type: none"> <li>• agreeing a performance improvement plan,</li> <li>• a temporary suspension of permits and passes or</li> <li>• removal of the individual.</li> </ul>
<b>S 304.14 Retention of documentation</b>	
S 304.14.1	The documentation associated with the BPSS check is retained by the <i>Supplier</i> until Completion is reached and for a period of twelve months after the individual has ceased to be employed on the contract.



S 304.14.2	The <i>Supplier</i> destroys all electronic and paper copies of documentation which it is no longer required to retain.
<b>Part Two – National Security Vetting (NSV)</b>	
<b>S 304.15 Procedures</b>	
S 304.15.1	In all cases, verification of identity and the individual's entitlement to undertake the work in question is to be carried out before embarking on NSV.
S 304.15.2	Other than in exceptional circumstances, the NSV is not to be undertaken before the individual's BPSS check has been completed satisfactorily. The <i>Supplier</i> agrees with the <i>Purchaser</i> , on a case by case basis, any exceptional cases where the NSV and the BPSS procedures are required to be carried out in parallel.
S 304.15.3	The <i>Purchaser</i> determines if any Staff need to undertake the NSV in addition to the BPSS check.
S 304.15.4	If the <i>Purchaser</i> considers that the NSV is required, the <i>Purchaser</i> identifies, manages and undertakes the necessary vetting at the <i>Purchaser's</i> expense.
S 304.15.5	Where the <i>Purchaser</i> determines that the NSV is required, the approval process set out in section S 304.10 does not apply, unless the <i>Purchaser</i> instructs otherwise. Access permits and passes are only issued on satisfactory completion of the NSV.
<b>Part Three – Cabinet Office Efficiency and Reform Group requirements</b>	
<b>S 304.16 Admittance to the <i>Purchaser's</i> premises</b>	
S 304.16.1	The <i>Supplier</i> submits to the <i>Purchaser</i> details of people who are to be employed by it and its subcontractors in Providing the Goods. The details include a list of names and addresses, the capacities in which individuals are employed and any other information required by the <i>Purchaser</i> .
S 304.16.2	The <i>Purchaser</i> may instruct the <i>Supplier</i> to take measures to prevent unauthorised persons being admitted on to the <i>Purchaser's</i> premises. The instruction is a compensation event if the measures are additional to those required by the Scope.
<b>S 304.17 Passes</b>	
S 304.17.1	All Staff are required to carry a <i>Purchaser's</i> pass whilst working in any of the <i>Purchaser's</i> premises.
S	The <i>Supplier</i> submits to the <i>Purchaser</i> a list of the names of individuals for whom passes are required. The <i>Purchaser</i> issues the passes to the <i>Supplier</i> .

304.17.2	Each pass is returned to the <i>Purchaser</i> by the <i>Supplier</i> when the individual no longer requires access to the <i>Purchaser's</i> premises or after the <i>Purchaser</i> has given notice that the individual is not to be admitted to any of the <i>Purchaser's</i> premises.
<b>S 304.18 Recorded images</b>	
S 304.18.1	The <i>Supplier</i> does not take recorded images, for example, photographs or videos, of the <i>Purchaser's</i> premises or any part of them unless it has obtained the approval of the <i>Purchaser</i> .
S 304.18.2	The <i>Supplier</i> takes the measures needed to prevent Staff taking, publishing or otherwise circulating such recorded images.
<b>S 305 Business Continuity</b>	
S 305.1	The <i>Supplier</i> prepares a business continuity plan that complies with ISO22301:2019 (See link in <b>Scope Annex 02</b> ) and submits the draft plan to the <i>Purchaser</i> no later than four weeks after the <i>starting date</i> for acceptance. A reason for not accepting the business continuity plan is that it does not align with ISO22301:2019. The <i>Supplier</i> amends the plan to address the <i>Purchaser's</i> comments and resubmits for acceptance within one week.
S 305.2	The <i>Supplier</i> undertakes an annual test event to test the business continuity plan. The <i>Supplier</i> agrees with the <i>Purchaser</i> the test scenario prior to the test. Following the test, the <i>Supplier</i> prepares a feedback report with any proposed amendments to the business continuity plan and submits the report to the <i>Purchaser</i> within two weeks of the test for acceptance. A reason for not accepting the proposed amendments is that the <i>Purchaser</i> considers that the proposed amendments do not resolve the issues raised in the accepted feedback report.
S 305.3	The <i>Supplier</i> implements any proposed amendments in the accepted feedback report as instructed by the <i>Purchaser</i> .
S 305.4	Where requested, the <i>Supplier</i> completes the <i>Purchaser's</i> annual business continuity self-assessment assurance document in the form provided by the <i>Purchaser</i> . The <i>Supplier</i> provides supporting evidence to the <i>Purchaser</i> to demonstrate that the business continuity processes and procedures based on the self-assessment are in place. The <i>Purchaser</i> may undertake an audit of compliance with these requirements.
<b>S 306 Contract Management</b>	
<b>S 306.1 Management Procedures</b>	
S 306.1.2	The <i>Supplier</i> includes a section on customer service in its management plans to the <i>Purchaser</i> .



S 306.1.3

**Monthly meetings** – As part of the *Purchaser's* performance measurement processes (see section S320 of this scope)

*Supplier* performance meetings shall take place monthly between the *Purchaser* and the *Supplier* to discuss *Supplier* performance in line with the *Purchaser's* CPF performance metrics.

Quarterly CPF assessments are also discussed as part of the regular monthly meetings.

The *Purchaser* is the chairperson and provides an agenda to the supplier three (3) working days before the mutually agreed meeting date.

The *Purchaser* is responsible for taking and preparing the minutes of the meeting and subsequently issuing to all those invited, within five (5) days of the meeting.

The first meeting will take place in April 2023 and thereafter at monthly intervals on a mutually convenient date, at the *Purchaser's* office premises at The Cube in Birmingham, within normal working hours (Monday to Friday – 9.00 to 17.00 hours). Where face to face meetings cannot be arranged, meetings will proceed via Microsoft Teams.

The *Supplier's* performance meetings will consist of the following personnel (subject to change):

Attendees	Position
Contract Manager	National Highways
Assistant Contract Manager	National Highways
Contracts Team Leader	National Highways
Senior Administrator (minutes)	National Highways
Account Manager	<i>Supplier</i>
Delegated Account Manager (where applicable)	<i>Supplier</i>

**S 306.2 Format of records**

S 306.2.1

The *Supplier* ensures that records are created and maintained in a format acceptable to the *Purchaser* such as

- scanned electronic image (Acrobat .pdf),
- editable electronic document (Microsoft Word),
- editable electronic spreadsheet (Microsoft Excel),
- editable vectorised drawing format (.dwg AutoCAD format or equivalent),
- graphic electronic image in compressed (.jpg) format.

S 306.2.2	The <i>Supplier</i> undertakes translation of existing records into an accepted format when instructed by the <i>Purchaser</i> .
S 306.2.3	The <i>Supplier</i> may from time to time agree with the <i>Purchaser</i> , alternative acceptable formats in which the <i>Supplier</i> maintains records, taking into account any advances and other developments in Information Systems. The <i>Supplier</i> implements any changes as agreed with the <i>Purchaser</i> .
<b>S 306.3 Records and audit access</b>	
S 306.3.1	The <i>Supplier</i> keeps documents and information obtained or prepared by the <i>Supplier</i> or any subcontractor in connection with the contract for the period stated in the Contract Data.
S 306.3.2	The <i>Supplier</i> permits the <i>Purchaser</i> and the Comptroller and Auditor General to examine documents held or controlled by the <i>Supplier</i> or any subcontractor (at any stage of remoteness from the <i>Supplier</i> ).
S 306.3.3	The <i>Supplier</i> provides such explanations as the <i>Purchaser</i> , or the Controller and Auditor General considers necessary.
S 306.3.4	This section does not constitute a requirement or agreement for the purposes of section 6(3)(d) of the “National Audit Act 1983” (see link in <b>Scope Annex 02</b> ) for the examination, certification or inspection of the accounts of the <i>Supplier</i> .
S 306.3.5	The <i>Supplier</i> records efficiencies within the “Efficiency Register” (see link in <b>Scope Annex 02</b> ). It updates and submits the “Efficiency Register” to the <i>Purchaser</i> on a monthly basis for acceptance. A reason for not accepting the “Efficiency Register” is it does not comply with the criteria for an efficiency.
<b>S 306.4 Training</b>	
S 306.4.1	The <i>Purchaser</i> provides relevant training for all relevant systems listed in the “Information Systems” Scope section S 407
S 306.4.2	<p>The <i>Supplier</i> proposes a list of appropriate Staff to be trained for each requirement for acceptance by the <i>Purchaser</i>. The <i>Supplier</i> liaises with the <i>Purchaser</i> to programme the training to optimise efficiencies.</p> <p>A reason for not accepting the list of appropriate Staff is that it:</p> <ul style="list-style-type: none"> <li>• does not comply with the Scope,</li> <li>• does not enable the <i>Supplier</i> to Provide the Goods,</li> <li>• does not enable the <i>Supplier</i> to comply with its contract with the <i>Purchaser</i> or</li> <li>• does not comply with best industry practice.</li> </ul>

	The <i>Supplier</i> amends the list of appropriate Staff to be trained in response to any comments from the <i>Purchaser</i> and resubmits it for acceptance by the <i>Purchaser</i> . The <i>Supplier</i> complies with the list of appropriate Staff to be trained once it has been accepted.
S 306.4.3	Not used
<b>S 307 Category Management-Not Used</b>	
<b>S 308 Consideration of others-Not Used</b>	
<b>S 309 Communication</b>	
S 309.1	The <i>Supplier</i> does not release any information into the public domain in relation to the <i>goods</i> without prior approval from the <i>Purchaser</i> .
S 309.2	<p>The <i>Supplier</i> does not, unless agreed otherwise with the <i>Purchaser</i>:</p> <ul style="list-style-type: none"> <li>• make any comment to the press regarding the <i>goods</i>, give interviews, allow interviews to be given, or take part in any television, radio or web-based programmes relating to the <i>goods</i>,</li> <li>• allow any subcontractors (at any stage of remoteness from the <i>Purchaser</i>) to make any comment to the press regarding the <i>goods</i>, give interviews, allow interviews to be given, or take part in programmes relating to the <i>goods</i>,</li> <li>• issue press, news releases or other text, artists' impressions, filmed images, drawings, plans, CAD data, photographs or similar relating to the <i>goods</i>,</li> <li>• publish any public communications, including internet and digital communications, relating to the <i>goods</i>,</li> <li>• use site hoardings or notices, or allow them to be used, for the purposes of advertising or</li> </ul> <p>use images or text relating to the <i>goods</i> for advertising or publicity purposes.</p>
S 309.3	<p>The <i>Supplier</i> immediately notifies the <i>Purchaser</i> of any communication from</p> <ul style="list-style-type: none"> <li>• media enquiries (including social media),</li> <li>• customer enquiries,</li> <li>• identified stakeholder groups at regional and/or national level,</li> <li>• local media or national media,</li> <li>• Members of Parliament (MPs) or Members of European Parliament (MEPs) and</li> <li>• any other third party</li> </ul> <p>that it receives in relation to the contract. The <i>Supplier</i> must not respond directly to any enquiries about, or on behalf of, the <i>Purchaser</i> unless agreed with the <i>Purchaser</i>.</p>
S 309.4	<p>The <i>Supplier</i> complies with the <i>Purchaser</i>:</p> <ul style="list-style-type: none"> <li>• "Communication Strategy"</li> <li>• "Social Media Policy" and</li> <li>• visual identity specifications, "Our visual identity" and "Normal not formal". a guide to our corporate narrative, tone of voice and writing style" when Providing the Goods (see links in Annex 02).</li> </ul>

S 309.5	Any communications material developed by the <i>Supplier</i> must be approved by the <i>Purchaser</i> prior to its distribution/publication.
<b>S 310 Coordination</b>	
S 310.1	The <i>Supplier</i> programmes the delivery in a manner that minimises the impact on the <i>Purchaser</i> .
S 310.2	The <i>Supplier</i> does not enter into commitments when dealing with third parties that might impose any obligations on the <i>Purchaser</i> except with the consent of the <i>Purchaser</i> .
<b>S 311 Deleterious and hazardous materials</b>	
S 311.1	<u>Not used</u>
<b>S 312 Waste materials</b>	
S 312.1	<p>If requested by and on behalf of the <i>Purchaser</i> and in accordance with relevant legislation, the <i>Supplier</i> undertakes the disposal of <i>goods</i>, this is where they have either been withdrawn from use or superseded by new replacement <i>goods</i>.</p> <p>Any such requests will be dealt with on a case-by-case basis, to the details and programme agreed between <i>Purchaser</i> and the <i>Supplier</i>.</p> <p>The <i>Supplier</i> uses, wherever possible, packaging manufactured using recycled materials.</p> <p>The <i>Supplier</i> looks to reduce unnecessary packaging material.</p>
<b>S 313 Conflict of interest</b>	
S 313.1	The <i>Supplier</i> does not take an action which would cause an actual or potential conflict of interest to arise in connection to the contract. The <i>Supplier</i> immediately notifies the <i>Purchaser</i> if an actual or potential conflict of interest arises, including if there is any uncertainty about whether a conflict of interest may exist or arise. The <i>Supplier</i> designates and notifies the <i>Purchaser</i> of the senior officer responsible for monitoring and overseeing conflicts of interest.
S 313.2	The <i>Supplier</i> notifies its employees and subcontractors at any stage of remoteness from the <i>Purchaser</i> ) who are Providing the Goods that they do not take any action which would cause an actual or potential conflict of interest to arise in connection with Providing the Goods.
S 313.3	The <i>Supplier</i> ensures that any employee and any subcontractor (at any stage of remoteness from the <i>Purchaser</i> ), who are Providing the Goods, completes a declaration of interests form set out in <b>Scope Annex 02</b> . Unless the <i>Purchaser</i> requires otherwise, a declaration of interests form should be



	completed on an annual/bi-annual basis. The <i>Supplier</i> notifies the <i>Purchaser</i> if an actual or potential conflict of interest is declared.
S 313.4	The <i>Supplier</i> ensures that any subcontractor (at any stage of remoteness from the <i>Purchaser</i> ) immediately notifies the <i>Supplier</i> and the <i>Purchaser</i> if there is any uncertainty about whether a conflict of interest may exist or arise.
S 313.5	<p>If the <i>Supplier</i> or subcontractor (at any stage of remoteness from the <i>Purchaser</i>) notifies the <i>Purchaser</i> of any actual or potential conflict of interest or, if the <i>Purchaser</i> becomes aware of any actual or potential conflict of interest, the <i>Purchaser</i> may:</p> <ul style="list-style-type: none"> <li>• require the <i>Supplier</i> to stop Providing the Goods until any conflict of interest is resolved,</li> <li>• require the <i>Supplier</i> to submit to the <i>Purchaser</i> for acceptance a proposal to remedy the actual or potential conflict of interest and</li> <li>• where it considers an actual or potential conflict of interest can be managed, require a conflicts of interest management plan to be submitted for acceptance and the <i>Supplier</i> to sign the <i>Purchaser's</i> conflicts agreement.</li> </ul> <p>A reason for not accepting the conflicts of interest management plan is that it does not manage or mitigate the conflict of interest. The <i>Supplier</i> amends the conflicts of interest management plan in response to any comments and resubmits it for acceptance by the <i>Purchaser</i>. The <i>Supplier</i> complies with the conflicts of interest management plan once it has been accepted.</p>
<b>S 314 Purchaser's Fair Payment Charter, Supplier Counter Fraud, Bribery and Corruption Policies</b>	
S 314.1	<p>The <i>Supplier</i> complies (and ensures that any person employed by it or acting on its behalf complies) with the <i>Purchaser's</i>:</p> <ul style="list-style-type: none"> <li>• "Fair Payment Charter" and</li> <li>• "Supplier Counter Fraud, Bribery and Corruption Code of Conduct"</li> </ul> <p>(see links in <b>Annex 02</b>) throughout the supply period.</p>
S 314.2	A failure to comply with this section is treated as a substantial failure by the <i>Supplier</i> to comply with the contract.
<b>S 315 Parent Company Guarantee</b>	
S 315.1	If the <i>Supplier</i> is required to provide a Parent Company Guarantee, it is provided in the form set out in <b>Scope Annex 9</b> . If the entity that is to provide the Parent Company Guarantee is a non-UK registered company required by this contract, the <i>Supplier</i> provides a legal opinion in support of a Parent Company Guarantee.

S 315.2	<p>Any legal opinion provided by the <i>Supplier</i> in support of a Parent Company Guarantee from</p> <ul style="list-style-type: none"> <li>• a Parent Company Guarantee from</li> <li>• an Alternative Guarantee from</li> <li>• a form of alternative guarantee from</li> <li>• an alternative form of bond or security agreed by the <i>Purchaser</i> from or</li> <li>• a novation to a proposed new supplier which is.</li> </ul> <p>a non-English or Welsh registered company includes (among others) the following matters:</p> <ul style="list-style-type: none"> <li>• the requirements of clause Z11,</li> <li>• confirmation that <ul style="list-style-type: none"> <li>○ the Controller is a corporation duly incorporated in the relevant jurisdiction, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated,</li> <li>○ the Controller has full power to execute, deliver, enter into and perform its obligations under the Parent Company Guarantee,</li> <li>○ all necessary corporate, shareholder and other action required to authorise the execution and delivery by the Controller of the Parent Company Guarantee and the performance by it of its obligations under it have been duly taken,</li> <li>○ execution by the proposed signatories in accordance with the method of execution proposed will constitute valid execution by the Controller,</li> <li>○ the execution and delivery by the Controller of the Parent Company Guarantee and the performance of its obligations under it will not conflict with or violate: <ul style="list-style-type: none"> <li>▪ the constitutional documents of the Controller,</li> <li>▪ any provision of the laws of the jurisdiction in which it is incorporated,</li> <li>▪ any order of any judicial or other authority in the jurisdiction in which it is incorporated or</li> <li>▪ any mortgage, contract or other undertaking which is binding on the bidder or its assets,</li> </ul> </li> <li>○ (assuming that it is binding under English law) the Parent Company Guarantee constitutes legal, valid and binding</li> </ul> </li> </ul>
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	<p>obligations of the Controller enforceable in accordance with its terms,</p> <ul style="list-style-type: none"> <li>○ a judgment obtained in the courts of England and Wales in respect of the Agreement would be enforced by the courts in the jurisdiction in which the Controller is incorporated without re- examination of the merits of the case and</li> <li>○ the choice of English law as the governing law of the Parent Company Guarantee would be upheld as a valid choice of law by the courts in the jurisdiction in which the Controller is incorporated,</li> </ul> <ul style="list-style-type: none"> <li>• notification of any other formalities to be complied with under local law which may be necessary to enforce the Parent Company Guarantee in the Controller's place of incorporation, including (for example) notarisation, legalisation or registration of the Parent Company Guarantee,</li> <li>• notification of whether withholding is required to be made by the Controller in relation to any monies payable to the <i>Purchaser</i> under the Parent Company Guarantee,</li> <li>• confirmation of whether the <i>Purchaser</i> will be deemed to be resident or domiciled in the foreign jurisdiction by reason of its entry into the Parent Company Guarantee</li> <li>• confirmation that the Controller and its assets are not entitled to immunity from suit, pre-judgment attachment or restraint or enforcement of a judgment on grounds of sovereignty or otherwise in the courts of England and jurisdiction of the Controller in respect of proceedings against it in relation to the Parent Company Guarantee and</li> <li>• the legal opinion can be provided and disclosed to the following Authority parties (on a non-reliance basis) <ul style="list-style-type: none"> <li>○ the Department for Transport,</li> <li>○ the Cabinet Office,</li> <li>○ the HM Treasury,</li> <li>○ the <i>Purchaser's</i> professional advisers, auditors and insurers and</li> <li>○ any person required pursuant to any applicable law, their offices and directors as applicable.</li> </ul> </li> </ul>
S 315.3	<p>Where a legal opinion is being given for an alternative guarantor, bank or other surety provider the requirements are to be read as</p> <ul style="list-style-type: none"> <li>• references to the word to "Controller" are substituted with "alternative guarantor," "bank" or "surety provider" as applicable</li> </ul>

S 315.4	<p>Where a legal opinion is being given for an Alternative Guarantee or Form of Performance Security (or an alternative form of bond or security agreed by the <i>Project Manager</i> or <i>Purchaser</i>) the requirements are to be read as</p> <ul style="list-style-type: none"> <li>• references to the words " the Parent Company Guarantee " are substituted with "Alternative Guarantee" or "form of bond or security agreed by the <i>Project Manager</i> or <i>Purchaser</i>)" as applicable.</li> </ul>
S 315.5	<p>Where a legal opinion is being given in relation to a novation of the contract the requirements are to be read as</p> <ul style="list-style-type: none"> <li>• references to the word to "Controller" are substituted with "proposed New Supplier" (all as defined in the contract (including the novation deed)) as applicable and</li> <li>• all references to ""Parent Company Guarantee" are substituted with "the contract" as applicable.</li> </ul>
S 315.6	<p>Where a legal opinion is being given in relation to the <i>Supplier</i> or Consortium Member the requirements are to be read as</p> <ul style="list-style-type: none"> <li>• references to the word to "Controller" are substituted with <i>Supplier</i> or Consortium Member as applicable and</li> <li>• all references to "a Parent Company Guarantee" is substituted with "the contract" as applicable.</li> </ul>
<b>S 316 Quality Management</b>	
S 316.1	<p>The <i>Supplier</i> complies with and operates management systems as follows:</p> <ul style="list-style-type: none"> <li>• a quality management system complying with ISO 9001- "Quality Management", ISO 9004 Quality Management",</li> <li>• a Quality Plan that follows the guidelines contained in ISO 10005- "Guidelines for Quality Plans" and GG102- "Quality Management Systems for Highways Works",</li> <li>• a formal health and safety management system which complies with ISO 45001- "Occupational Health and Safety" or another equivalent and relevant standard accepted by the <i>Purchaser</i>,</li> <li>• operates a health and safety management system" that aligns to HSG65- "Managing for Health and Safety",</li> <li>• an environmental management system complying with ISO 14001- "Environmental Management Systems",</li> </ul> <p>(See links to all above standards in <b>Scope Annex 02</b>)</p>
S 316.2	<p>Where a management system is certifiable against the standards above, the <i>Supplier</i> obtains certification from a relevant UKAS accredited body within 12 weeks of the Contract Date and submits to the <i>Purchaser</i> a copy of each certificate and audit report within one week after it is obtained. The <i>Supplier</i></p>



	maintains this certification for the full duration of the contract.
<b>S 317 Quality Plan</b>	
S 317.1	The Quality Plan incorporates the Quality Submission and is sufficiently detailed to demonstrate how the <i>Supplier</i> achieves each of the Tender Commitments and meets the <i>Purchaser's</i> objectives for the contract.
S 317.2	The <i>Supplier</i> keeps a controlled copy of the Quality Plan available for inspection at all times by the <i>Purchaser</i> and its representatives.
S 317.3	The <i>Supplier's</i> Quality Plans are compliant with ISO10005 – “Guidelines for Quality Plans” and GG102 – “Quality Management Systems for Highways Works”.
<b>S 318 Samples</b>	
S 318.1	<p>Where a change or addition to any of the <i>goods</i> listed in <b>Scope Annex 10</b> is required by the <i>Purchaser</i> or proposed by the <i>Supplier</i>, the <i>Supplier</i> follows one of the <i>Purchaser's</i> sample processes.</p> <p>Where a change or addition to any of the <i>goods</i> listed in <b>Scope Annex 10</b> is required by the <i>Purchaser</i> or proposed by the <i>Supplier</i>, to supply a new item, the <i>Supplier</i> will follow the stages below:</p> <ul style="list-style-type: none"> <li>• A consultation meeting is arranged by the <i>Purchaser</i> with the <i>Supplier</i> to review the proposed new design.</li> <li>• The <i>Supplier</i> arranges the production of three (3) samples for review. Once the <i>Purchaser</i> is satisfied with all aspects of the new design, the samples and unit cost are authorised and approved. One (1) sample is retained by the <i>Purchaser</i>, and two (2) samples returned to the <i>Supplier</i> (one for their retention and one for their manufacturer). If the <i>Purchaser</i> is not satisfied with any aspect of the new design and wishes to make further changes, discussions will take place, or an additional meeting arranged with the <i>Supplier</i> until further samples have been produced to the <i>Purchaser's</i> satisfaction.</li> <li>• Once the new design specification and unit price is approved and authorised by the <i>Purchaser</i>, the <i>Supplier</i> arranges for three (3) pre-production samples to be manufactured. One (1) sample is retained by the <i>Supplier</i> and two (2) submitted to the <i>Purchaser</i> with pre-production documentation for authorisation. The <i>Purchaser</i> retains one sample and returns the other with the authorised documentation to the <i>Supplier</i> who forwards onto their manufacturer who then implements the production process.</li> <li>• New bespoke Emergency Traffic Management (ETM), animal equipment or consumables are subject to direct testing and verification at the product development stage to ensure they meet industry standards. The <i>Supplier</i> arranges for this process to be undertaken on behalf of the <i>Purchaser</i>, by using either their own certified in-house</li> </ul>

	<p>testing facilities or arranging for this process to be undertaken by an outside certified testing house. A supporting test and inspection schedule containing all relevant is submitted to the <i>Purchaser</i> upon completion of the process, together with a copy of the certification documentation.</p> <p><b>Product specification amendment</b> - Where the <i>Purchaser</i> requires a significant change to any part or parts of an item supplied during the life of the contract, samples are produced by the <i>Supplier</i> in accordance with the process detailed above.</p> <p><b>Change of manufacturer</b> - In the event of the <i>Supplier</i> becoming aware of a change to any of the manufacturers within their supply chain, three (3) samples from the new manufacturer are obtained, one (1) for retention by the <i>Supplier</i> and two (2) for the <i>Purchaser</i> (one for retention and one for approval, authorisation and return to the <i>Supplier</i>).</p> <p><b>Change in component parts</b> - Likewise, changes to any of the component parts incorporated into any of the <i>goods</i> supplied, three (3) samples of each of those components are obtained and distributed as per paragraph above.</p>
<b>S 319 Audits and Nonconformities</b>	
S 319.1	The <i>Supplier</i> carries out a programme of internal audits in accordance with the requirements of ISO 9001.
S 319.2	The <i>Purchaser</i> may carry out audits of the <i>Supplier's</i> quality management system from time to time.
S 319.3	The <i>Supplier</i> allows access at any time within working hours to any place where it or any subcontractor (at any stage of remoteness from the <i>Supplier</i> ), carries out any work that relates to the contract for the <i>Purchaser</i> to carry out audits, to inspect work and materials and generally to investigate whether the <i>Supplier</i> is Providing the Works in accordance with the contract.
S 319.4	The <i>Supplier</i> provides all facilities and assistance necessary to allow such audits and inspections to be carried out.
S 319.5	Not used.
S 319.6	<p>Following identification of a Nonconformity the <i>Supplier</i> submits within three working days, a Nonconformity report covering</p> <ul style="list-style-type: none"> <li>the unique reference for the Nonconformity,</li> <li>a brief description stating which requirement is not being fulfilled and in what way,</li> <li>the effect both current and potential, and</li> <li>the likely cause i.e., what aspect of the Quality Plan or compliance with the Quality Plan is not functioning properly.</li> </ul>

S 319.7	<p>Following submission of a Nonconformity report the <i>Supplier</i> submits within 2 weeks to the <i>Purchaser</i> for acceptance, a Corrective Action plan covering:</p> <ul style="list-style-type: none"> <li>• the unique reference of the Nonconformity,</li> <li>• description – this could be as per the Nonconformity report or expanded,</li> <li>• details of the Corrective Action proposed,</li> <li>• categorisation of the Nonconformity into high, medium or low risk,</li> <li>• for high and medium risk, an analysis of the root cause(s) of the Nonconformity commensurate with risk i.e., what is the evidence-based underlying truth about what is causing the Nonconformity to occur,</li> <li>• what aspect of the Quality Plan needs to be addressed i.e., which of the <i>Supplier's</i> processes is not performing as required,</li> <li>• what the Corrective Action will address, for example - is it a process design that needs changing or is it an execution issue (i.e., that requires additional training, tools etc.),</li> <li>• for high and medium risk, a detailed action plan, commensurate with risk, with planned correction date and milestones – the plan should contain named individuals for the actions and for high risk the plan should nominate the relevant executive process owner from the <i>Supplier</i> to take overall accountability for the plan. A brief action plan is required for low risk,</li> <li>• method of reporting progress to the Purchaser,</li> <li>• the method to be used to confirm successful correction of the Nonconformity. Any envisaged circumstance that will allow the <i>Purchaser</i> to confirm the correction and</li> <li>• adjustments to be made to the Quality Management System in order to prevent recurrence of the Nonconformity.</li> </ul>
S 319.8	<p>The <i>Supplier</i> keeps an up-to-date register of Nonconformities, covering:</p> <ul style="list-style-type: none"> <li>• the unique reference,</li> <li>• date of Identification,</li> <li>• identification method for example through performance management, by testing or by audit etc.,</li> <li>• date of Corrective Action plan,</li> <li>• date Nonconformity corrected (i.e., confirmed as such by the <i>Purchaser</i>),</li> <li>• traffic light type notation, <ul style="list-style-type: none"> <li>o Red – indicates Nonconformity identified but no Corrective Action</li> </ul> </li> </ul>

	<p>plan prepared – also where Corrective Action not complete by planned date,</p> <ul style="list-style-type: none"> <li>o Amber – Corrective Action plan prepared and action in progress and within planned parameters,</li> <li>o Green – Corrective Action complete and accepted by the <i>Purchaser</i>.</li> </ul> <p>The <i>Supplier</i> enters the Nonconformity onto the register within three working days from its identification.</p>
S 319.9	The <i>Supplier</i> does not begin any Corrective Action(s) to address the nonconformity until the <i>Purchaser</i> has accepted its proposals.
S 319.10	<p>Within one week of the <i>Supplier</i> submitting the proposed Corrective Action plan for acceptance, the <i>Purchaser</i> either accepts the proposal or notifies the <i>Supplier</i> of its reason for not accepting it.</p> <p>A reason for not accepting the proposed action plan is that</p> <ul style="list-style-type: none"> <li>• it does not adequately specify actions required to ensure that nonconformities do not recur,</li> <li>• it does not comply with the contract,</li> <li>• the time for completing the Corrective Action is unreasonable or</li> <li>• it hinders the <i>Purchaser</i>.</li> </ul>
S 319.11	If the <i>Purchaser</i> does not accept the proposed action plan, the <i>Supplier</i> submits a revised proposal to the <i>Purchaser</i> for acceptance within one week.
S 319.12	The <i>Supplier</i> corrects Nonconformities and takes action to eliminate the causes of actual or potential nonconformities within a time which minimises the adverse effect on the <i>Purchaser</i> and in any event before carrying out any operation the same or similar as that in respect of which the Nonconformity occurred.
S 319.13	The <i>Supplier</i> notifies the <i>Purchaser</i> when the proposed actions have been taken and provides with his notification verification that the defective part of the <i>goods</i> has been corrected.
S 319.14	A failure to comply with this section is treated as a substantial failure by the <i>Supplier</i> to comply with the contract.
<b>S 320 Performance Measurement</b>	
S 320.1	The <i>Supplier</i> uses the 'Collaborative Performance Framework' (CPF) (see link in <b>Scope Annex 02</b> ) and follows the processes in relation to the use of performance scores to drive improved performance.
S 320.2	The <i>Supplier</i> uses the following metrics:



	<ul style="list-style-type: none"> <li>• Health and safety management</li> <li>• Effectiveness of engagement with customers and stakeholders</li> <li>• Quality management, service levels and key deliverables</li> </ul> <p>to record performance against each of the relevant indicators in the CPF and assists the <i>Purchaser</i> in the development of the CPF by proposing and developing ways in which improvements can be made.</p>
S 320.3	<p>The <i>Supplier</i> submits a return against each CPF indicator via the <i>Purchaser's</i> performance management system.</p> <p>The first CPF covers months April to June 2023 from the <i>starting date</i> and are thereafter submitted quarterly.</p>
<b>S 320.1 Performance review</b>	
S 320.1.1	The <i>Supplier</i> undertakes a performance review addressing all aspects of performance on a monthly basis, or as instructed by the <i>Purchaser</i> , in accordance with the CPF.
S 320.1.2	The Performance Level is 6 and is measured in accordance with the CPF.
S 320.1.3	Where the <i>Supplier's</i> performance is below the Performance Level, this is treated as a substantial failure by the <i>Supplier</i> to comply with its obligations under the contract.
S 320.1.4	The <i>Purchaser</i> leads additional annual reviews to assess all aspects of <i>Supplier</i> performance and trends in performance indicators. The <i>Supplier</i> assists with any additional reviews as requested by the <i>Purchaser</i> .
S 320.1.5	Not used
<b>S 321 Health and Safety and Wellbeing</b>	
<b>S 321.1</b>	<b>General Requirements</b>
S 321.1.1	The <i>Supplier</i> complies with the <i>Purchaser's</i> health, safety and wellbeing requirements as detailed in this section and in Scope <b>Annex 02</b> of the Scope.
S 321.1.2	The <i>Supplier</i> complies with and operates according to all relevant and prevailing health, safety and wellbeing legislation, considerations, guidance and industry best practice. The <i>Supplier</i> Provides the Goods in a way that aligns to the <i>Purchaser's</i> health, safety and wellbeing policies and initiatives.
<b>S 321.2</b>	<b>Management of Health and Safety</b>
S 321.2.1	The <i>Supplier</i>



	<ul style="list-style-type: none"> <li>operates a health and safety management system in line with the requirements set out in Scope section S 316 Quality Management,</li> <li>documents the systems and fully and effectively implements the health and safety management system prior to the <i>starting date</i> and</li> <li>provides evidence to the <i>Purchaser</i> to demonstrate that the health and safety management system is documented satisfactorily and is effectively implemented to meet the timescale stated above. The <i>Purchaser</i> may prevent the <i>Supplier</i> from starting any work until such evidence is provided.</li> </ul>
S 321.2.2	<p>The requirements for certification, in general, of the <i>Supplier's</i> management systems are set out in Scope section S 316 Quality Management.</p> <p>The scope of the certification for the <i>Supplier's</i> Health and Safety management system must reflect the work being undertaken.</p>
S 321.2.3	<p>The <i>Supplier</i> operates and develops its health and safety management system to meet the <i>Purchaser's</i> requirements. The <i>Supplier</i> provides consistency of approach and interoperability with other stakeholders where appropriate, ensuring activities are consistent between all stakeholders, allowing seamless provision of the <i>goods</i> between different sites.</p>
S 321.2.4	<p>The <i>Supplier's</i> health and safety management system forms part of the <i>Supplier's</i> Quality Plan</p>
<b>S 321.3</b>	<b><i>Suppliers</i> occupational health management system</b>
S 321.3.1	<p>The <i>Supplier</i></p> <ul style="list-style-type: none"> <li>operates an occupational health management system in line with requirements of the Health and Safety Executive's (HSE) prevailing construction occupational health management model, "Essentials of Managing Construction Health Risks" and</li> <li>at the <i>Purchaser's</i> request participates in working groups to improve health and safety management performance in relation to the following topics <ul style="list-style-type: none"> <li>designing for health and safety in buildability and operability and maintenance,</li> <li>construction health and safety improvement and</li> <li>sustainable design and sustainable construction.</li> </ul> </li> </ul>
S 321.3.2	<p>If, in the opinion of the <i>Purchaser</i>, the <i>Supplier</i> is Providing the Goods in an unsatisfactory manner or commits a breach of</p> <ul style="list-style-type: none"> <li>any prevailing legislation or,</li> <li>the <i>Supplier's</i> health and safety management system or,</li> </ul>

	<ul style="list-style-type: none"> <li>• a subcontractor's health and safety management system or,</li> <li>• the <i>Purchaser's</i> health and safety management system,</li> </ul> <p>the <i>Purchaser</i> notifies the <i>Supplier</i> and raises the issue formally via the <i>Purchaser's</i> health and safety management system assurance process.</p>
S 321.3.3	The notification provided by the <i>Purchaser</i> to the <i>Supplier</i> sets out the breach or breaches identified with reasons and outlines the minimum steps required by the <i>Supplier</i> to rectify the breach, and a date for rectifying.
S 321.3.4	Where the <i>Supplier</i> has been given notification of a breach, the <i>Supplier</i> rectifies the breach or failure to Provide the Goods, in a satisfactory manner, by the date specified by the <i>Purchaser</i> . The <i>Supplier</i> corrects other breaches that are not notified by the <i>Purchaser</i> .
<b>S 321.4</b>	<b>Subcontractor's health and safety management systems</b>
	The <i>Supplier</i> ensures that any of its subcontractors (at any stage of remoteness from the <i>Purchaser</i> operate a formal health and safety management system which fulfils the requirements set out above.
<b>S 321.5</b>	<b>Health, safety and wellbeing culture and communication</b>
S 321.5.1	<p>The <i>Supplier</i> ensures that it creates a culture and communications that align to the <i>Purchaser's</i> "Home Safe and Well" approach.</p> <p>The <i>Supplier</i></p> <ul style="list-style-type: none"> <li>• provides relevant health and safety training, including induction, to relevant Staff and visitors to ensure compliance with prevailing health and safety legislation and approved codes of practice,</li> <li>• establishes, operates and delivers health and safety employee consultation arrangements to its Staff in accordance with applicable prevailing health and safety legislation,</li> <li>• operates a behavioural safety programme, measured against the supply chain health, safety and wellbeing maturity matrix.</li> <li>• participates in <i>Purchaser</i> / supply chain events, programmes and initiatives as appropriate and if requested by the <i>Purchaser</i>.</li> </ul>
<b>S 321.6</b>	<b>Health and safety exchange of information</b>
S 321.6.1	The <i>Purchaser</i> provides relevant information requested by the <i>Supplier</i> , if information held by the <i>Purchaser</i> is necessary to enable the <i>Supplier</i> to Provide the Goods in a safe and legally compliant manner.
S 321.6.2	The <i>Supplier</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>Purchaser</i> .

S 321.6.3	The <i>Supplier</i> immediately brings to the attention of the <i>Purchaser</i> any issue or potential issue that may have a detrimental impact on the health, safety and wellbeing of any stakeholders.
<b>S 321.7</b>	<b>Health and safety resources</b>
S 321.7.1	The <i>Supplier</i> retains sufficient competent health and safety resources as part of its management structure and ensures that its relevant resources meet the requirements in S 321.7.2 below.
S 321.7.2	<p>The minimum requirements for the <i>Supplier's</i> health and safety resources are that their leads</p> <ul style="list-style-type: none"> <li>• have chartered membership of The Institution of Occupational Safety and Health (IOSH),</li> <li>• are qualified to "National Examination Board in Occupational Safety and Health" (NEBOSH) diploma standard (or higher),</li> <li>• have a demonstrable working knowledge of prevailing health and safety legislation, guidance and approved codes of practice relevant to the <i>goods</i> and</li> <li>• have the appropriate level of competence, training and demonstrable experience in the field for which they are Providing the Goods</li> </ul>
<b>S 321.8</b>	<b>Health &amp; safety competence of <i>Supplier's</i> Staff</b>
S 321.8.1	The <i>Supplier</i> ensures that its employees are competent to Provide the Goods and upon request provides the <i>Purchaser</i> with information about the <i>Supplier's</i> arrangements for assuring employee competence and with employee training records.
<b>S 321.9</b>	<b>Not used</b>
<b>S 321.10</b>	<b>Incident Reporting and Investigation</b>
S 321.10.1	The <i>Supplier</i> complies with the <i>Purchaser'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>Purchaser</i> .
S 321.10.2	The <i>Supplier</i> undertakes investigations to identify root cause(s) of the incident with an independent competent person who has relevant training, knowledge and experience in effective accident/incident investigation.
S 321.10.3	Nothing prevents the <i>Supplier</i> from carrying out its own (additional) investigation of an incident, and in such case, the <i>Supplier</i> provides a copy



	of its completed incident report to the <i>Purchaser</i> .
S 321.10.4	<p>The incident report provides</p> <ul style="list-style-type: none"> <li>• root cause identification and analysis on the circumstances surrounding the accident/ incident and any remedial measures to be taken in order to prevent a reoccurrence and</li> <li>• relevant photographs and statements</li> </ul> <p>as an integral part of the report.</p>
S 321.10.5	Where the <i>Supplier</i> is compiling a draft investigation report, the <i>Supplier</i> discusses the findings of the draft report with the <i>Purchaser</i> prior to the production of the final draft of such a report.
S 321.10.6	The <i>Supplier</i> implements applicable recommendations arising from incident investigations within the timescales agreed with the <i>Purchaser</i> .
S 321.10.7	The <i>Purchaser</i> has the right to investigate any incidents wherever they may occur.
S 321.10.8	The <i>Supplier</i> provides the <i>Purchaser</i> unrestricted access at all reasonable times to the facilities, equipment, materials, Staff and records of the <i>Supplier</i> or the subcontractor (at any stage of remoteness from the <i>Purchaser</i> ) for this purpose (subject to any statutory or contractual obligation prohibiting this access).
S 321.10.9	The <i>Supplier</i> provides a copy of all documents related to an incident to the <i>Purchaser</i> in accordance with the timescales set out in GG128 Requirements (see link at Annex 02). If the <i>Supplier</i> is unable to disclose documents to the <i>Purchaser</i> , the <i>Supplier</i> provides legal advice that confirms that the documents cannot be released for legal reasons.
S 321.10.10	The <i>Supplier</i> ensures that all subcontracts (at any stage of remoteness from the <i>Purchaser</i> ) contain requirements reflecting subparagraphs 1 and 10 above.
<b>S 321.11</b>	<b>Health and Safety Inspections/Assurance</b>
	<ul style="list-style-type: none"> <li>• Not used</li> </ul>
<b>S 321.12</b>	<b>Health and Safety Management Audit</b>
	The <i>Supplier</i> allows the <i>Purchaser</i> unrestricted access during contracted hours, to the premises, equipment, materials, Staff and records of the <i>Supplier</i> and any subcontractors (at any stage of remoteness from the <i>Purchaser</i> ) (unless a statutory or contractual obligation prohibits the disclosure of any such records) to audit any, or all of the <i>Supplier's</i> health and safety management systems. The <i>Supplier</i> includes, in all subcontracts,

	the rights of access for the <i>Purchaser</i> .
	The <i>Supplier</i> implements all recommendations from these audits that are agreed with the <i>Purchaser</i> , within a timescale agreed with the <i>Purchaser</i> .
<b>S 321.13</b>	<b>Construction Design and Management (CDM) Regulations 2015 compliance-Not Used</b>
<b>S 321.14</b>	<b>Medical Fitness</b>
S 321.14.1	The <i>Supplier</i> advises the <i>Purchaser</i> of any known medical disability or condition of any <i>Supplier</i> Staff, or subcontractor's Staff, or Staff of any other related party which could pose a risk to the individual, others or the <i>goods</i> . The <i>Supplier</i> assesses the risk and puts in place effective controls to ensure its own health, safety and wellbeing and the health, safety and wellbeing of others in Providing the Goods.
S 321.14.2	When requested by the <i>Purchaser</i> , the <i>Supplier</i> provides such information and other evidence (anonymised and with consideration given to the protection of Personal Data from the <i>Purchaser</i> ) as may be reasonably required by the <i>Purchaser</i> to demonstrate compliance with the requirement in paragraph S 321.14.1 above.
<b>S 321.15</b>	<b>Health Assessment and Control</b>
S 321.15.1	The <i>Supplier</i> ensures that its direct Staff are provided with such health surveillance as appropriate, having regard to the risks to their health and safety which are identified by a risk assessment (as in S 321.14.1 above) and in accordance with prevailing health and safety and other relevant legislation.
S 321.15.2	The <i>Supplier</i> makes wellbeing services available to its Staff and supply chain as identified by the risk assessment and as appropriate, taking into consideration the nature of work and duration, and in line with, but not exhaustive of, the <i>Purchaser's</i> instructions to make wellbeing services available.
S 321.15.3	The <i>Supplier</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>Purchaser</i> .
<b>S 321.16</b>	<b>Alcohol and Substance Abuse</b>
S 321.16.1	The <i>Supplier</i> ensures that its Staff, whilst engaged in Providing the Goods, are not at any time in possession of, and are not under the influence of any intoxicating substance ('Prohibited Substance'). This requirement does not apply where the <i>Supplier's</i> Staff possess a Prohibited Substance for bona fide medical reasons for which the <i>Purchaser</i> has given acceptance for such <i>Supplier</i> Staff to be engaged in Providing the Goods.



S 321.16.2	The <i>Supplier</i> notifies the <i>Purchaser</i> of any its Staff who are undergoing a voluntary detoxification/rehabilitation programme. The <i>Purchaser</i> has the right to prevent such <i>Supplier's</i> Staff from Providing the Goods 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 Goods or a risk to the satisfactory delivery of the goods.
S 321.16.3	<p>Where the <i>Purchaser</i> is of the opinion, that any of the <i>Supplier's</i> Staff (or any subcontractors involved in Providing the Goods) may be in possession of, have taken, or are under the influence of any Prohibited Substance while Providing the Goods, the <i>Purchaser</i> instructs the <i>Supplier</i> to perform a drug and alcohol test using the following as appropriate of such <i>Supplier</i> Staff</p> <ul style="list-style-type: none"> <li>• breath testing by breathalyser,</li> <li>• urine testing by urinalysis.</li> </ul> <p>The <i>Purchaser</i> also instructs the <i>Supplier</i> to perform a search of personal possessions/ work area of such <i>Supplier</i> employees for evidence of a Prohibited Substance.</p>
<b>S 321.17</b>	<b>Health and Safety Charity-based Incentive Schemes</b>
S 321.17.1	The <i>Supplier</i> adopts "charity-based incentive schemes" covering local and national charities, if requested to do so by the <i>Purchaser</i> .
<b>S 321.18</b>	<b>Not used</b>
<b>S 321.19</b>	<b>Management of Road Risk</b>
S 321.19.1	The <i>Supplier</i> ensures that it has systems in place for the effective management of occupational road safety and road risk in accordance with guidance provided by the HSE or other relevant industry guidance (see link in Annex 02) and in line with S 1100.20 (DfBB) below.
S 321.19.2	<p>The <i>Supplier's</i> road safety management system has provision for assessing:</p> <ul style="list-style-type: none"> <li>• traffic incidents</li> <li>• vehicle maintenance and roadworthiness</li> <li>• driver qualifications, competence and fitness to drive and</li> <li>• safe and legal loading.</li> </ul> <p>The <i>Supplier</i> ensures that its system also makes provision for the assessment of driver safety training and incident investigation.</p>
<b>S 321.20</b>	<b>Driving for Better Business (DfBB)</b>
S 321.20.1	The <i>Supplier</i> , as part of its organisation's health and safety at work programme

	<ul style="list-style-type: none"> <li>• complies with an Accredited Scheme(s) or Standard for Managing “Work-Related Road Risk” (WRRR) (i.e., the current WRRR standards and accreditations ISO 39001, CLOCS, FORS, Van Excellence, Earned Recognition) (See Annex 01),</li> <li>• provides evidence of this to the <i>Purchaser</i>,</li> <li>• manages WRRR to the appropriate standard for the <i>goods</i> that are being provided, and</li> <li>• supports the “Driving for Better Business” (DfBB) programme and the achieving of the standards and accreditations aimed for, to provide greater focus on measuring, monitoring and reporting of WRRR to reduce incidents and the need for safety alerts.</li> </ul>
S 321.20.2	<p>Within 3 months of the <i>starting date</i> the <i>Supplier</i></p> <ul style="list-style-type: none"> <li>• registers with the “Driving for Better Business” (DfBB) programme,</li> <li>• undertakes the DfBB risk assessment and gap analysis of their ‘driving at work’ activities which covers all drivers and vehicles that may be used on business,</li> <li>• implements a ‘driving for work’ policy that: <ul style="list-style-type: none"> <li>○ complies with HSE guidance,</li> <li>○ applies to all areas of the business,</li> <li>○ applies to all types of driving undertaken,</li> <li>○ is communicated effectively to all Staff who may drive for business purposes and</li> <li>○ includes a statement from their chief executive officer (CEO) or board director responsible for WRRR that outlines the importance attached to work-related road safety,</li> </ul> </li> <li>• implements an effective system for measuring and monitoring driver and vehicle compliance (regardless of the ownership of the vehicle). This includes as a minimum: <ul style="list-style-type: none"> <li>○ records of crashes and investigation results,</li> <li>○ driver training or education supplied,</li> <li>○ driver licence checking and relevant insurance checking,</li> <li>○ employee policy acceptance and</li> <li>○ vehicle checks and defect reporting,</li> </ul> </li> <li>• implements an effective system for ensuring the same level of awareness regarding WRRS and compliance with HSE guidance through any subcontractors involved in Providing the Goods.</li> <li>• completes (and ensures that all its subcontractors complete the “Driving for Better Business (DfBB) Leadership Statement”</li> </ul>

	<p>(commitment) (see link in <b>Scope Annex 02</b>). This is a self-declaration that they manage WRRS to the minimum acceptable level. The <i>Supplier</i> takes any required measures to ensure that declarations are correct.</p> <ul style="list-style-type: none"> <li>• demonstrates to the <i>Purchaser</i> the reduction of collisions, incidents or instances of non-compliance or provides a reasonable explanation if this is not the case and</li> <li>• includes these requirements and ensures their compliance in all subcontracts (at any stage of remoteness from the <i>Purchaser</i>).</li> </ul>
S 321.20.3	The <i>Supplier</i> shares knowledge and best practice with the DfBB community where appropriate or as advised by the <i>Purchaser</i> and attends any related events/ initiatives as instructed by the <i>Purchaser</i> .
<b>S 321.21</b>	<b>Security</b>
S 321.21.1	The <i>Supplier</i> obtains the consent of its Staff to the searching at any time by an authorised representative of the <i>Purchaser</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 the <i>Supplier's</i> Staff on the <i>Purchaser's</i> premises or being retained by the <i>Purchaser</i> on behalf of the <i>Supplier</i> or <i>Supplier's</i> Staff.
S 321.21.2	Any person not complying or unwilling to comply with the requirements above, is removed from the <i>Purchaser's</i> premises and not permitted access to the <i>Purchaser's</i> premises.
<b>S 321.22</b>	<b>Supply Chain Safety Leadership Group</b>
S 321.22.1	Not used
<b>S 321.23</b>	<b>Home Safe and Well Approach</b>
S 321.23.1	<p>The <i>Supplier</i> submits to the <i>Purchaser</i> for acceptance, a strategy of how it will operate around the <i>Purchaser's</i> "Home Safe and well" approach.</p> <p>The <i>Supplier</i> commits and contributes to the <i>Purchaser's</i> "Home Safe and Well" approach by defining its own commitment to getting everyone home safe and well and considers where a positive difference can be added.</p> <p>The <i>Supplier</i></p> <ul style="list-style-type: none"> <li>• 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,</li> <li>• recognises the behaviours that enable the culture change required to achieve the <i>Purchaser's</i> vision and deliver the objectives of the organisation,</li> </ul>

	<ul style="list-style-type: none"> <li>engages and collaborates as appropriate with the wider business, supply chain and other stakeholders to promote health, safety and wellbeing, recognising behaviours that bring “Home Safe and Well” to life and</li> <li>is responsible and accountable for the health, safety and wellbeing of those employed by the <i>Supplier</i> and those the <i>Supplier</i> works with in Providing the Goods.</li> </ul>
<b>S 322 Intellectual Property Rights</b>	
S 322.1	The <i>Purchaser</i> owns (or will own) all IPRs in material prepared in connection with the contract, except as stated otherwise in the Scope. To the extent that these IPRs do not automatically belong to the <i>Purchaser</i> , the <i>Supplier</i> enters into such documents and does such acts as the <i>Purchaser</i> requests to transfer the IPRs to the <i>Purchaser</i> and procures that its subcontractors (at any stage of remoteness from the <i>Purchaser</i> ) do the same. The <i>Supplier</i> provides to the <i>Purchaser</i> , the documents which transfer these IPRs to the <i>Purchaser</i> .
S 322.2	<p>The <i>Supplier</i> obtains perpetual, royalty-free, non-exclusive, assignable and irrevocable licences (capable of being sub-licensed to a third party, who also has the right to grant further sub-licences) of other IPRs for the <i>Purchaser</i> as stated in the Scope. Any licence granted under this clause survives the termination or expiry of the contract and cannot be terminated by the <i>Supplier</i> or its assignees or any third party. The <i>Supplier</i> provides to the <i>Purchaser</i> the documents which license these IPRs to the <i>Purchaser</i>.</p> <p>The <i>Supplier's</i> or third-party licensor's exclusive remedies for any breach by the <i>Purchaser</i>, or any sub-licensee, of any licence granted under this clause, are damages and equitable relief.</p>
S 322.3	The <i>Supplier</i> ensures that any subcontract (at any stage of remoteness from the <i>Purchaser</i> ) contains a right for the <i>Purchaser</i> (enforceable in accordance with the Contracts (Rights of Third Parties) Act 1999) to enforce the obligations in this clause.
<b>S 323 Transfer of Rights</b>	
<b>S 324 <i>Supplier's</i> rights over material prepared for the design of the goods</b>	
S 324.1	The <i>Supplier</i> acquires no rights over material prepared for the design of the goods.
<b>S 325 Other rights to be obtained by the <i>Supplier</i></b>	
S 325.1	The <i>Supplier</i> grants to the <i>Purchaser</i> licences to use, modify and develop the <i>Supplier's</i> Supplier Background IPR for any purpose relating to Providing the Goods (or substantially equivalent services) its maintenance, operation,



	modification and for any purpose relating to the exercise of the <i>Purchaser's</i> business or function.																				
S 325.2	The <i>Supplier</i> procures a direct grant of a licence to the <i>Purchaser</i> to use, modify and develop any third party's Supplier Background IPR for any purpose relating to Providing the Goods, (or substantially equivalent services), its maintenance, operation, modification and for any purpose relating to the exercise of the <i>Purchaser's</i> business or function.																				
S 325.3	The <i>Purchaser</i> does not acquire any ownership right, title or interest in or to the Supplier Background IPR.																				
S 325.4	The <i>Supplier</i> does not acquire any ownership right, title or interest in, or to, the <i>Purchaser's</i> IPR.																				
S 325.5	The <i>Supplier</i> only uses material provided by the <i>Purchaser</i> to Provide the Goods																				
<b>S 326 Records and reporting for small, medium and micro enterprises</b>																					
S 326.1	<p>For small, medium and micro enterprises (SME) employed on the contract, as defined in the table below:</p> <table><tr><th>Company category</th><th>Staff headcount</th><th>Turnover</th><th>or</th><th>Balance sheet total</th></tr><tr><td>Medium size</td><td>&lt;250</td><td>&lt; £50 m</td><td></td><td>&lt; £43 m</td></tr><tr><td>Small</td><td>&lt;50</td><td>&lt; £10 m</td><td></td><td>&lt; £ 10 m</td></tr><tr><td>Micro</td><td>&lt;10</td><td>&lt; £2 m</td><td></td><td>&lt; £ 2m</td></tr></table> <p>the <i>Supplier</i> reports to the <i>Purchaser</i> each quarter from the <i>starting date</i> until the final <i>delivery date</i></p> <ul style="list-style-type: none"><li>the name of the SME,</li><li>the class of SME (Small, Medium or Micro),</li><li>the value of the contract undertaken by the SME,</li><li>the monthly amounts paid to the SME in the quarter and</li><li>the aggregated value paid to the SME since the <i>starting date</i>.</li></ul>	Company category	Staff headcount	Turnover	or	Balance sheet total	Medium size	<250	< £50 m		< £43 m	Small	<50	< £10 m		< £ 10 m	Micro	<10	< £2 m		< £ 2m
Company category	Staff headcount	Turnover	or	Balance sheet total																	
Medium size	<250	< £50 m		< £43 m																	
Small	<50	< £10 m		< £ 10 m																	
Micro	<10	< £2 m		< £ 2m																	
S 326.2	<p>The <i>Supplier</i> acknowledges that the <i>Purchaser</i> may:</p> <ul style="list-style-type: none"><li>publish the information supplied under this section, along with the <i>Supplier's</i> name and the name of the contract and</li></ul>																				



	<ul style="list-style-type: none"> <li>pass the information supplied under this section S 340 to any Government Department who may then publish it along with the names of the SMEs, the <i>Supplier's</i> name or the contract.</li> </ul>
S 326.3	<p>The <i>Supplier</i> ensures that the <i>conditions of contract</i> for each subcontractor who is an SME include:</p> <ul style="list-style-type: none"> <li>a term allowing the <i>Purchaser</i> to publish the information supplied under this section and</li> <li>obligations similar to those set out in this section.</li> </ul>
S 326.4	<p>The <i>Supplier</i> further ensures that the <i>conditions of contract</i> for each subcontractor include a requirement that the <i>conditions of contract</i> for any further sub-subcontractor engaged by the subcontractor who is an SME include obligations similar to those set out in this section.</p>
<b>S 327 Official Secrets Act</b>	
S 327.1	<p>The Official Secrets Act applies to the contract from the <i>starting date</i> until the <i>end date</i>.</p>
S 327.2	<p>The <i>Supplier</i> notifies its employees and subcontractor (at any stage of remoteness from the <i>Purchaser</i>) of its duties under the Official Secrets Act 1989 (see link in <b>Scope Annex 02</b>.)</p>
S 327.3	<p>A failure to comply with this section is treated as a substantial failure by the <i>Supplier</i> to comply with the contract.</p>
<b>S 328 Disclosure Requests</b>	
S 328.1	<p>The <i>Supplier</i> acknowledges that the <i>Purchaser</i> may receive a Disclosure Request and the <i>Purchaser</i> may be obliged (subject to the application of any relevant exemption and where applicable the Public Interest Test to disclose information (including commercial sensitive information) pursuant to a Disclosure Request. Where practicable the <i>Purchaser</i>, consults with the <i>Supplier</i> before doing so in accordance with "Cabinet Office Freedom of Information Code of Practice July 2018" (see link in <b>Scope Annex 02</b>). The <i>Supplier</i> responds to any consultation within any deadlines set by the <i>Purchaser</i> and to the satisfaction of the <i>Purchaser</i>. The <i>Supplier</i> acknowledges that it is for the <i>Purchaser</i> to determine whether such information will be disclosed.</p>
S 328.2	<p>When requested to do so by the <i>Purchaser</i>, the <i>Supplier</i> promptly provides information in its possession relating to the contract and assists and co-operates to enable the <i>Purchaser</i> to respond to a Disclosure Request within the time limit set out in the relevant legislation which are listed in Annex 02 Reference document (see links in <b>Scope Annex 02</b>).</p>

S 328.3	The <i>Supplier</i> promptly passes any Disclosure Request it receives to the <i>Purchaser</i> . The <i>Supplier</i> does not respond directly to a Disclosure Request unless instructed by the <i>Purchaser</i> .
S 328.4	The <i>Supplier</i> acknowledges that the <i>Purchaser</i> is obliged to publish information relating to the contract in accordance with Procurement Policy Note 01/17 “Update to Transparency Principles” dated 6 February 2017 (see link in <b>Scope Annex 02</b> ) except to the extent that any information in it is exempt from disclosure pursuant to the Freedom of Information Act 2000 (see link in <b>Scope Annex 02</b> ). The <i>Purchaser</i> consults with the <i>Supplier</i> before deciding whether the information is exempt, but the <i>Supplier</i> acknowledges that the <i>Purchaser</i> has the final decision (see links in <b>Scope Annex 02</b> ).
S 328.5	In accordance with PPN 01/17 the <i>Supplier</i> <ul style="list-style-type: none"> <li>co-operates with and assists the <i>Purchaser</i> to enable the <i>Purchaser</i> to comply with its obligations to publish information or</li> <li>agrees with the <i>Purchaser</i> a schedule for the release to the public of information relating to the <i>Purchaser</i>,</li> <li>provides information to assist the <i>Purchaser</i> in responding to queries from the public as required by the <i>Purchaser</i> and</li> <li>supplies the <i>Purchaser</i> with financial data relating to the contract in the form and in the times specified.</li> </ul>
S 328.6	The <i>Supplier</i> acknowledges that the <i>Purchaser</i> is obliged to publish the provisions of the contract in accordance with the Crown Commercial Service’s Guidance Note “Publication of Central Government Tenders and Contracts” dated November 2017 (see link in <b>Scope Annex 02</b> ), except to the extent in it is exempt from disclosure pursuant to the Freedom of Information Act 2000. The <i>Purchaser</i> consults with the <i>Supplier</i> before deciding whether the information is exempt, but the <i>Supplier</i> acknowledges that the <i>Purchaser</i> has the final decision. The <i>Supplier</i> co-operates with and assists the <i>Purchaser</i> to publish the contract in accordance with the <i>Purchaser</i> ’s obligation (see links in <b>Scope Annex 02</b> ).
S 328.7	Not used.
<b>S 329 Not used</b>	
<b>S 330 Continual Improvement and Innovation</b>	
S 330.1	The <i>Supplier</i> operates processes for delivering Lean Continuous Improvement and Structured Innovation. A “Structured Innovation Guide” is provided for reference (see link in <b>Scope Annex 02</b> ), although the <i>Purchaser</i> accepts that other methods may be adopted by the <i>Supplier</i> .

<b>S 331 Discrimination, Bullying and Harassment</b>	
S 331.1	The <i>Supplier</i> does not discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to the Discrimination Acts.
S 331.2	<p>In Providing the Goods, the <i>Supplier</i> co-operates with and assists the <i>Purchaser</i> to satisfy its duty under the Discrimination Acts to</p> <ul style="list-style-type: none"> <li>• eliminate unlawful discrimination, harassment and victimisation,</li> <li>• advance equality of opportunity between different groups and</li> <li>• foster good relations between different groups.</li> </ul>
S 331.3	<p>The <i>Supplier</i> ensures that its employees, or subcontractor employees (at any stage or remoteness from the <i>Purchaser</i>) comply with the <i>Purchaser's</i> requirements.</p> <p>Where a <i>Supplier</i> is required to carry out any activity on the <i>Purchaser's</i> premises or alongside the <i>Purchaser's</i> employees on any other premises the <i>Supplier</i> complies with the requirements of</p> <ul style="list-style-type: none"> <li>• the Discrimination Acts and</li> <li>• the <i>Purchaser's</i> "Respect at Work" policy (see link in <b>Scope Annex 02</b>).</li> </ul> <p>If the <i>Purchaser</i> considers that the presence or conduct of any Staff or subcontractors (at any stage of remoteness from the <i>Purchaser</i>) at any location relevant to the delivery of the <i>goods</i> is in breach of the <i>Purchaser's</i> policies, the <i>Purchaser</i> instructs the <i>Supplier</i> to implement corrective action.</p>
S 331.4	<p>The <i>Supplier</i> notifies the <i>Purchaser</i> as soon as it becomes aware of any investigation or proceedings brought against the <i>Supplier</i> under the Discrimination Acts in connection with the contract and</p> <ul style="list-style-type: none"> <li>• provides any information requested by the investigating body, court or tribunal in the timescale allotted,</li> <li>• attends (and permits a representative from the <i>Purchaser</i> to attend) any associated meetings,</li> <li>• promptly allows access to any relevant documents and information and</li> <li>• co-operates fully and promptly with the investigatory body, court or tribunal.</li> </ul>
S 331.5	The <i>Supplier</i> complies with all applicable human rights and employment laws in the jurisdictions in which it works and has robust means of ensuring that the subcontractors (at any stage of remoteness from the <i>Purchaser</i> ) also comply.

S 331.6	<p>The <i>Supplier</i> complies with the <i>Purchaser's</i> “Anti-slavery (Human Trafficking) policy” (see link in <b>Scope Annex 02</b>) and familiarises itself with the <i>Purchaser's</i> “Anti-slavery and human trafficking statement” (see link in <b>Scope Annex 02</b>). The <i>Supplier</i> carries out an annual audit to monitor its compliance with the “Modern Slavery Act 2015” (see link in <b>Scope Annex 02</b>), which covers all its obligations under all its existing <i>Purchaser</i> contracts. The <i>Supplier</i> prepares and delivers to the <i>Purchaser</i> no later than 1<sup>st</sup> August each year, an annual</p> <ul style="list-style-type: none"> <li>• slavery and human trafficking report,</li> <li>• transparency statement and</li> <li>• a risk register with mitigating actions</li> </ul> <p>which comply with the “Modern Slavery Act 2015” (see link in <b>Scope Annex 02</b>) and sets out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.</p>
S 331.7	<p>The <i>Supplier</i> notifies the <i>Purchaser</i> as soon as it becomes aware of any actual or suspected slavery or human trafficking in any of its supply chains or any part of its business.</p>
S 331.8	<p>The <i>Supplier</i> does not purchase any raw materials, resources or products that have been sourced from producers or manufacturers using forced labour and child labour in its operations or practice.</p> <p>The <i>Supplier</i> ensures that any subcontractor (at any stage of remoteness from the <i>Purchaser</i> contains provisions to the same effect as this section S 331. The <i>Supplier</i> implements due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under the contract.</p>
S 331.9	<p>The <i>Supplier</i> ensures that its Staff and subcontractors (at any stage of remoteness from the <i>Purchaser</i>) have not been convicted of slavery or human trafficking offences anywhere in the world.</p>
S 331.10	<p>The <i>Supplier</i> reports the discovery or suspicion of any slavery or trafficking by it or its subcontractors (at any stage of remoteness from the <i>Purchaser</i>) to the <i>Purchaser</i> and the Modern Slavery Helpline (see details in <b>Scope Annex 02</b>).</p>
S 331.11	<p>The <i>Supplier</i> ensures that any subcontract (at any stage of remoteness from the <i>Purchaser</i>) relevant to the delivery of the <i>goods</i>, contains provisions to the same effect as this section S 331. The <i>Supplier</i> may propose to the <i>Purchaser</i> for agreement, that a specific subcontract (at any stage of remoteness from the <i>Purchaser</i>) relevant to the delivery of the <i>goods</i>, does not comply with the requirements of this section S 331. The <i>Supplier</i> provides a detailed reason for not including some or all of the requirements of this section S 331. in the specific contract. The <i>Supplier</i> provides further details when requested by the</p>



	<p><i>Purchaser</i> to assist their consideration. If accepted by the <i>Purchaser</i>, the <i>Supplier</i> is relieved from including some or all of the requirements of this section S 331. in the specific contract.</p> <p>A reason for not accepting is that the <i>Purchaser</i> considers it practicable to include some or all of the requirements of this section S 331. in the specific subcontract.</p>
S 331.12	A failure to comply with this section is treated as a substantial failure by the <i>Supplier</i> to comply with the contract.
<b>S 332 Energy Efficiency Directive</b>	
S 332.1	<p>The <i>Supplier</i> supports the achievement of</p> <ul style="list-style-type: none"> <li>the <i>Purchaser's</i> carbon management ambition in its “sustainable development strategy” carbon management ambition,</li> <li>the carbon management and energy efficiency requirements stated in GG 103 “Introduction and general requirements for sustainable development and design” and</li> <li>the <i>Purchaser's</i> compliance with the Procurement Policy Note 7/14 entitled “Implementing Article 6 of the Energy Efficiency Directive” (“PPN 7/14”) and any related supplementary Procurement Policy Notes when Providing the Goods (See links in <b>Scope Annex 02</b>).</li> </ul>
S 332.2	<p>In complying with the requirements of Procurement Policy Note 7/14, the <i>Supplier</i></p> <ul style="list-style-type: none"> <li>ensures that any new products for use partly or wholly in Providing the Goods, purchased by either the <i>Supplier</i> or a subcontractor (at any stage of remoteness to the <i>Purchaser</i>) complies with the standard for products in the directive “2012/27/EU” (see link at <b>Scope Annex 02</b>) and</li> <li>provides evidence to the <i>Purchaser</i> to demonstrate how any new products for use partly or wholly in Providing the Goods, purchased by either the <i>Purchaser</i> or a subcontractor (at any stage of remoteness to the <i>Purchaser</i>) complies with the requirements of PPN 7/14.</li> </ul>
<b>Air Quality Strategy</b>	
S 332.3	<p>The <i>Purchaser's</i> “air quality strategy” sets out how it ensures that all activity on the strategic road network is delivered in a way that not only minimises harm, but ultimately improves the environment including air quality. In Providing the Goods, the <i>Supplier</i> supports the <i>Purchaser's</i> delivery plan (see links in <b>Scope Annex 02</b>) aim to improve air quality in the United Kingdom and to deliver nitrogen dioxide compliance at the roadside.</p>



S 332.4	<p>The <i>Supplier</i></p> <ul style="list-style-type: none"> <li>ensures that any new vehicles purchased for use partly or wholly in Providing the Goods comply with the minimum mandatory standards in Government Buying Standards Transport 2017 (see link at <b>Scope Annex 02</b>) and</li> <li>when requested by the <i>Purchaser</i>, works in collaboration with the <i>Purchaser</i> to prepare reports to identify how the best practice standards detailed in the Government Buying Standards Transport 2017 can be achieved. Report findings help inform setting standards for future highways contracts and any subsequent action by the <i>Supplier</i> helps reduce emissions of harmful pollutants when Providing the Goods.</li> </ul>
<b>S 333 Environmental and sustainability requirements-See Quality Management.</b>	
<b>S 334 People Strategy</b>	
S 334.1	<b>Equality, Diversity and Inclusion</b>
S 334.1.1	<p>The <i>Supplier</i> assists the <i>Purchaser</i> in achieving its equality, diversity and inclusion (EDI) ambition to build an inclusive culture. An inclusive culture encourages, supports and celebrates diverse voices to improve the experience of the <i>Purchaser's</i> employees, its supply chain (at any stage of remoteness from the <i>Purchaser</i>) and its customers. The <i>Purchaser's</i> intention is to embed principles of equality, diversity and inclusion into all areas of its business, driving real change in how it works with its customers and communities, its supply chain (at any stage of remoteness from the <i>Purchaser</i>) and its employees.</p> <p>The <i>Purchaser</i> believes that to achieve its vision of being the world's leading road operator it needs to deliver an inclusive, accessible road network and services that meet the needs of the diverse customers and communities it serves.</p> <p>This requires the <i>Purchaser</i> to work collaboratively with its diverse supply chain (at any stage of remoteness from the <i>Purchaser</i>) so that its working practices are inclusive, and the strategic road network is accessible and integrated for both its users and communities living alongside the network.</p> <p>The <i>Purchaser</i> therefore requires the <i>Supplier</i> to demonstrate how it develops an iterative approach in supporting the <i>Purchaser</i> and in meeting its equality, diversity and inclusion ambitions in Providing the Goods.</p> <p>The <i>Purchaser</i> also believes that to achieve outstanding performance it needs to attract, recruit, develop and retain talented people from all groups within the active labour force and then work to ensure an inclusive environment in which all can thrive.</p>

	The <i>Purchaser</i> expects its supply chain (at any stage of remoteness from the <i>Purchaser</i> ) to share and promote the same values in terms of equality, diversity and inclusion as well as actively support its wider vision.
<b>S 335 Offshoring of data</b>	
S 335.1	In this section Risk Assessment is a full risk assessment and security review carried out by the <i>Supplier</i> and submitted to the <i>Purchaser</i> in accordance with the HMG Security Policy Framework (SPF) (see <b>Scope Annex 02</b> ) and the “National Highways Information Security Policy” (see <b>Scope Annex 02</b> ).
S 335.2	<p>The <i>Supplier</i> does not engage in any Offshoring activity inclusive but not limited to storing data, providing services or solutions that is classified in the OFFICIAL tier or higher in accordance with the “HMG Government Security Classifications” (see <b>Scope Annex 02</b>).</p> <p>The <i>Supplier</i> does not</p> <ul style="list-style-type: none"> <li>• keep any data offshore.</li> <li>• allow in any way for data to be accessed from an offshore location.</li> <li>• host the <i>Purchaser’s</i> project systems, services or information outside the UK.</li> <li>• allow staff based outside the UK to have access to the <i>Purchaser’s</i> systems, services or information.</li> <li>• develop system applications outside the UK, or</li> <li>• send diagnostic data to an organisation outside the UK as a result of break / fix activity.</li> </ul> <p>until the <i>Purchaser</i> has confirmed to the <i>Supplier</i> that</p> <ul style="list-style-type: none"> <li>• the <i>Purchaser</i> has gained approval for such action in accordance with the “National Highways Information Security Policy” (see <b>Scope Annex 02</b>) or</li> <li>• such approval is not required.</li> </ul>
S 335.3	<p>The <i>Supplier</i> ensures that no offshore premises are used in Providing the Goods until</p> <ul style="list-style-type: none"> <li>• such premises have passed a Risk Assessment or</li> <li>• the <i>Purchaser</i> confirms to the <i>Supplier</i> that no Risk Assessment is required.</li> </ul>
S 335.4	<p>The <i>Supplier</i> complies with a request from the <i>Purchaser</i> to provide any information required to allow the <i>Purchaser</i> to</p> <ul style="list-style-type: none"> <li>• gain approval for storing data or allowing access to data from an offshore location in accordance with S 335.2 or</li> </ul>

	<ul style="list-style-type: none"> <li>conduct a Risk Assessment for any premises in accordance with S 335.3.</li> </ul>
S 335.5	The <i>Supplier</i> ensures that any subcontract (at any stage of remoteness from the <i>Purchaser</i> ) contains provisions to the same effect as this clause.
S 335.6	A failure to comply with this section is treated as a substantial failure by the <i>Supplier</i> to comply with the contract.
<b>S 336 Data Protection</b>	
S 336.1	<p>For the purposes of the contract and the Data Protection Legislation</p> <ul style="list-style-type: none"> <li>for the purposes of this section S 336 only, the <i>Purchaser</i> is the Data Controller [unless otherwise specified in schedule [A]] (in <b>Scope Annex 06</b>),</li> <li>the <i>Supplier</i> is the Processor [unless otherwise specified in schedule [A]] and</li> <li>this section [and schedule [A] (data protection) (<b>Scope Annex 06</b>)] constitutes a data processing agreement where required by the Data Protection Legislation.</li> </ul>
S 336.2	The <i>Supplier</i> processes the Data in accordance with the Data Protection Legislation and only to the extent necessary for the purpose of supplying the Goods.
S 336.3	The <i>Supplier</i> does not knowingly do anything or permit anything to be done which might lead to a breach of the Data Protection Legislation by either Party.
S 336.4	The <i>Supplier</i> obtains and maintains, until the end of the supply period all registrations and notifications that it is obliged to obtain and maintain pursuant to the Data Protection Legislation (see link in <b>Scope Annex 02</b> ) in respect of Providing the Goods.
S 336.5	<p>The <i>Supplier</i> only processes Data to the extent that it relates to</p> <ul style="list-style-type: none"> <li>the types of Data,</li> <li>the categories of Data Subject and</li> <li>the nature and purpose</li> </ul> <p>as set out in schedule [A] (data protection, in <b>Scope Annex 06</b>) and only for the duration specified in schedule [A] (data protection).</p>
S 336.6	Without prejudice to paragraph S 336.2 the <i>Supplier</i> processes the Data only in accordance with the instructions of the <i>Purchaser</i> unless the <i>Supplier</i> is required to process Data for other reasons under the laws of the United Kingdom or European Union (or a member state of the EEA) to which the <i>Supplier</i> is subject. If the <i>Supplier</i> is required to process the Data for these

	other reasons, it informs the <i>Purchaser</i> before carrying out the processing, unless prohibited by relevant law.
S 336.7	The <i>Supplier</i> immediately informs the <i>Purchaser</i> if it believes that an instruction infringes the Data Protection Legislation or any other applicable law.
S 336.8	<p>The <i>Supplier</i></p> <ul style="list-style-type: none"> <li>implements and maintains Protective Measures which take into account the nature, scope, context and purpose of processing the Data and</li> <li>implements adequate security programmes and procedures to ensure that unauthorised persons do not have access to the Data or to any equipment used to process the Data.</li> </ul> <p>The <i>Supplier</i> ensures that its processing is in accordance with the Data Protection Legislation and protects the rights of Data Subjects.</p>
S 336.9	The <i>Supplier</i> submits details of its Protective Measures to the <i>Purchaser</i> for acceptance. A reason for not accepting them is that they are not appropriate to protect against a Security Incident. Acceptance (or a failure to reject) by the <i>Purchaser</i> does not amount to acceptance by the <i>Purchaser</i> of the adequacy of the Protective Measures.
S 336.10	The <i>Supplier</i> ensures that all persons authorised to process Data are bound by obligations equivalent to those set out in the Scope ("Confidentiality") and this annex and are aware of the <i>Supplier's</i> obligations under the contract and the Data Protection Legislation.
S 336.11	The <i>Supplier</i> ensures that access to the Data is limited to those persons who need access in order for the <i>Supplier</i> to Provide the Goods and (in each case) to such parts of the Data as are strictly necessary for the performance of that person's duties.
S 336.12	<p>Where the <i>Supplier</i> obtains or collects Personal Data on behalf of the <i>Purchaser</i>, the <i>Supplier</i></p> <ul style="list-style-type: none"> <li>provides to Data Subjects, a data protection notice in a form accepted by the <i>Purchaser</i> informing the Data Subject of the identity of the <i>Purchaser</i>, 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</li> <li>where applicable, obtains all necessary consents for the processing of Data.</li> </ul>

S 336.13	On request, the <i>Supplier</i> , takes all necessary actions and provides the <i>Purchaser</i> with all reasonable assistance necessary for the <i>Purchaser</i> to comply with a Data Subject Access Request.
S 336.14	<p>The <i>Supplier</i> immediately notifies the <i>Purchaser</i> if it receives</p> <ul style="list-style-type: none"> <li>• a Data Subject Access Request (or purported Data Subject Access Request),</li> <li>• a complaint or request relating to the <i>Purchaser's</i> obligations under the Data Protection Legislation or</li> <li>• a request from any Supervisory Authority for assistance or information, unless provided by relevant law.</li> </ul>
S 336.15	<p>The <i>Supplier</i> assists and co-operates with the <i>Purchaser</i> in relation to any complaint or Data Subject Request received pursuant to paragraph S 336.14, including</p> <ul style="list-style-type: none"> <li>• providing full details of the complaint or Data Subject Access Request,</li> <li>• complying with the Data Subject Request within the time limits set out in the Data Protection Legislation and in accordance with the instructions of the <i>Purchaser</i> and</li> <li>• promptly providing the <i>Purchaser</i> with any Personal Data and any other information requested to enable the <i>Purchaser</i> to respond within the time limits to the Data Subject Request.</li> </ul>
S 336.16	<p>The <i>Supplier</i> does not process the Data outside the EEA (other than in the United Kingdom) without the agreement of the <i>Purchaser</i>. Where the <i>Purchaser</i> agrees, the <i>Supplier</i></p> <ul style="list-style-type: none"> <li>• provides evidence (acceptable to the <i>Purchaser</i>) of appropriate safeguards as required by the Data Protection Legislation and</li> <li>• complies with the instructions of the <i>Purchaser</i>.</li> </ul>
S 336.17	The <i>Supplier</i> complies with the requirements of the <i>Purchaser</i> and the <i>Purchaser</i> in relation to the storage, dispatch and disposal of Data in any form or medium. Any requirement for the <i>Supplier</i> to destroy or delete copies of the Data is subject to any law of the European Union, the United Kingdom or a member state of the EEA to which the <i>Supplier</i> is subject that requires Data to be retained.
S 336.18	<p>The <i>Supplier</i> notifies the <i>Purchaser</i> as soon as it becomes aware of a Security Incident or any other breach of this section. The notification includes, as far as possible</p> <ul style="list-style-type: none"> <li>• a description of the nature of the Security Incident, including the categories and approximate number of Data Subjects concerned,</li> <li>• the likely consequences of the breach and</li> </ul>



	<ul style="list-style-type: none"> <li>the Protective Measures taken, or to be taken, to address the breach, including measures taken to mitigate any possible adverse effects.</li> </ul>
S 336.19	In the event of a Security Incident, the <i>Supplier</i> provides the <i>Purchaser</i> with full co-operation and assistance in dealing with the Security Incident, in particular, notifying individuals affected by the Security Incident or a Supervisory Authority as required by the Data Protection Legislation and in accordance with the instructions of the <i>Purchaser</i> .
S 336.20	On request the <i>Supplier</i> provides to the <i>Purchaser</i> all necessary information to demonstrate the <i>Supplier's</i> compliance with this section.
S 336.21	<p>The <i>Supplier</i> promptly provides all assistance and information requested by any Supervisory Authority or required by the <i>Purchaser</i> in order for the <i>Purchaser</i> to ensure compliance with its obligations under the Data Protection Legislation, including in relation to</p> <ul style="list-style-type: none"> <li>security of processing,</li> <li>preparation of any necessary Data Protection Impact Assessments and</li> <li>undertaking any necessary data protection consultations of Supervisory Authorities.</li> </ul>
S 336.22	<p>The <i>Supplier</i> maintains electronic records of all processing activities carried out on behalf of the <i>Purchaser</i>, including</p> <ul style="list-style-type: none"> <li>the information described in paragraph S 336.5,</li> <li>The different types of processing of Data being carried out (if applicable),</li> <li>any transfers of Data outside the EEA or the United Kingdom, identifying the relevant country or international organisations and any documentation required to demonstrate suitable safeguards and</li> <li>a description of the technical and organisation security measures referred to in paragraph S 336.9.</li> </ul> <p>The <i>Supplier</i> makes these records available to the <i>Purchaser</i> promptly on request.</p>
S 336.23	<p>Before allowing any Sub-Processor to process any Personal Data related to the contract, the <i>Supplier</i></p> <ul style="list-style-type: none"> <li>notifies the <i>Purchaser</i> in writing of the intended Sub-Processor and processing,</li> <li>obtains the agreement of the <i>Purchaser</i>,</li> <li>enters into a written agreement with the Sub-Processor which gives effect to the terms set out in the contract such that they apply to the Sub-Processor and</li> </ul>

	<ul style="list-style-type: none"> <li>provides the <i>Purchaser</i> with such information regarding the Sub-Processor as the <i>Purchaser</i> may reasonably require.</li> </ul>
S 336.24	The <i>Purchaser</i> may, at any time revise this section S 336 and <b>Scope Annex 06</b> by replacing it with any applicable controller to processor standard provisions or similar terms forming part of an applicable certification scheme.
S 336.25	The Parties agree to take account of any guidance issued by the “Information Commissioner’s Office”.
S 336.26	Each Party designates its own Data Protection Officer if required by the Data Protection Legislation.
S 336.27	Not used.
S 336.28	A failure to comply with this section S 336 is treated as a substantial failure by the <i>Supplier</i> to comply with the contract.
<b>S 337 Information Systems &amp; Security</b>	
S 337.1	<p>This section sets out the requirements in respect of Information Systems that:</p> <ul style="list-style-type: none"> <li>are developed, procured, provided and made available to the <i>Purchaser</i> by the <i>Supplier</i> for the purposes of performing the information requirements under the contract,</li> <li>are developed, procured and provided by the <i>Supplier</i> relating to its own corporate business and operations of performing the information requirements under the contract,</li> <li>are provided or made available by the <i>Purchaser</i> for use by the <i>Supplier</i> for the purposes of performing the information requirements under the contract, and</li> <li>are likely to be provided or made available by the <i>Purchaser</i> for use by the <i>Supplier</i> for the purposes of performing the information requirements under the contract.</li> </ul>
S 337.2	<p>To the extent that the <i>Supplier</i> is required to create or maintain any information under the contract in electronic format, the <i>Supplier</i> ensures that, at all times:</p> <ul style="list-style-type: none"> <li>a format is agreed with the <i>Purchaser</i>,</li> <li>information is maintained to allow fast and efficient electronic transfer of information to the <i>Purchaser</i> or Others <ul style="list-style-type: none"> <li>without additional costs to the <i>Purchaser</i> or Others</li> <li>the need for complex, expensive procedures or processes, and</li> <li>in any event a format that complies with the <i>Purchaser</i>’s requirements for transfer,</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>such information is backed up and copies are held in offsite storage in accordance with procedures agreed with the <i>Purchaser</i> and</li> <li>it implements and complies with (and ensures that its sub-Suppliers implement and comply with) all procedures for information back-up and off-site storage referred to in this paragraph.</li> </ul>
S 337.3	The <i>Supplier</i> maintains all its Information Systems to enable its segregation from any other computer or electronic storage devices, systems, materials or information of the <i>Supplier</i> and transfer to the <i>Purchaser</i> or an Incoming <i>Supplier</i> , efficiently and without additional expense or delay immediately on termination or expiry of the contract.
S 337.4	The <i>Supplier</i> complies with the information management system (IMS), a platform outlining additional information for the processes of data and information requirements, which is available at <a href="https://highwaysengland.co.uk/ims">https://highwaysengland.co.uk/ims</a>
<b>S 337.5</b>	<b>Supplier Information Systems</b>
S 337.5.1	<p>The <i>Supplier</i>, at the <i>starting date</i>,</p> <ul style="list-style-type: none"> <li>has in place and provides or makes available to the <i>Purchaser</i>, appropriate Information Systems (and relevant hardware required to use Information Systems) of the type set out in section S 337.9 and S 337.10, to comply with the <i>Purchaser</i> information requirements and the contract management information requirements,</li> <li>has in place Information Systems (electronic or otherwise) of the type set out in the non-exhaustive list in table 1, to comply with the <i>Supplier</i> information requirements concerning its own corporate business and operations and</li> <li>has proof of compliance with the Her Majesty's Government (HMG) Security Policy Framework (SPF) (see link in Scope <b>Annex 02</b>) in respect of those Information Systems.</li> </ul>
<b>S 337.6</b>	<b><i>Purchaser's</i> Information Systems &amp; Training</b>
S 337.6.1	Unless otherwise agreed with the <i>Purchaser</i> , the <i>Supplier</i> uses and interfaces with the <i>Purchaser's</i> current systems (table 2) and new systems (table 3) when available.
S 337.6.2	The <i>Purchaser</i> provides relevant training for all relevant systems provided by the <i>Purchaser</i> that are listed in this Scope section (Information Systems and Security).

S 337.6.3	The <i>Supplier</i> proposes a list of appropriate Staff to be trained for each requirement for acceptance by the <i>Purchaser</i> . The <i>Supplier</i> liaises with the <i>Purchaser</i> to programme the training to optimise efficiencies.
<b>S 337.7</b>	<b>Access Requirements to Information Systems provided by the <i>Purchaser</i></b>
S 337.7.1	<p><u>Gateway access requirements</u></p> <p>The Business Information Gateway or its successor (the Gateway) is the interface through which</p> <ul style="list-style-type: none"> <li>the <i>Supplier</i> is required to access the business IT network and the <i>Purchaser</i> Information Systems and</li> <li>the <i>Purchaser</i> may access one or more of the <i>Supplier's</i> Information Systems and documents.</li> </ul>
S 337.7.2	Unless otherwise agreed with the <i>Purchaser</i> , the <i>Supplier</i> connects to the Gateway, using a virtual private network specified by the <i>Purchaser</i> .
S 337.7.3	<p>The <i>Supplier</i></p> <ul style="list-style-type: none"> <li>applies to the <i>Purchaser</i> for authorisation to connect to the Gateway and connects to the Gateway in a manner to be specified by the <i>Purchaser</i>,</li> <li>procures and pays for the installation and ongoing costs of connection of any of its premises or Information Systems to the Gateway through a telecommunications network, taking into account the data volume and the number of the Staff that it expects to use the Gateway,</li> <li>arranges suitable support and business continuity for connection to the Gateway,</li> <li>facilitates the installation and maintenance of the Gateway by the <i>Purchaser</i> or Others,</li> <li>employs appropriate requirements and procedures, and trains its staff to operate the current systems,</li> <li>attends training in connection with the implementation, and where appropriate, the <i>Supplier</i> facilitates the implementation of New Systems and any other systems required by the <i>Purchaser</i> and</li> <li>does not alter any documents provided by the <i>Purchaser</i> through the Gateway (which are the exclusive property of the <i>Purchaser</i>) without the prior agreement of the <i>Purchaser</i>.</li> </ul>
S 337.7.4	<p>The <i>Supplier</i> acknowledges that</p> <ul style="list-style-type: none"> <li>the network technology underlying the Gateway is subject to change from time to time,</li> </ul>



	<ul style="list-style-type: none"> <li>access through and continued membership of the Gateway requires the <i>Supplier</i> to comply with (and the <i>Supplier</i> complies with) <ul style="list-style-type: none"> <li>applicable user access requirements,</li> <li>HMG SPF (see link in <b>Scope Annex 02</b>) and</li> <li>other confidentiality, technical and security requirements set out in the contract.</li> </ul> </li> </ul>
S 337.7.5	The connection point to the Gateway situated at the <i>Supplier's</i> premises is located in a room that is secured from theft, damage, unauthorised or malicious use to reduce risk to the connection point by using appropriate physical security controls as set out in HMG SPF. The location remains fixed for the duration of the contract unless the requests and the <i>Purchaser</i> approves a new location.
S 337.7.6	<p><u>Other access requirements</u></p> <p><i>Purchaser</i> 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 systems. They are not subject to the same security and related access requirements that apply to the <i>Purchaser</i> Information Systems accessed through the Gateway.</p> <ul style="list-style-type: none"> <li>The <i>Supplier</i> may request authorisation and other details regarding internet access to the <i>Purchaser</i> Information Systems from the <i>Purchaser</i>. The <i>Supplier</i> provides further information to the <i>Purchaser</i> required for the <i>Purchaser's</i> consideration of such a request including staff names, locations, computer equipment to be used.</li> <li>The <i>Supplier</i> ensures that any device which is used to access or process <i>Purchaser</i> data meets all of the security requirements set out in the National Cyber Security Centre (NCSC) "End User Devices Platform Security Guidance" (see link in <b>Scope Annex 02</b>).</li> </ul>
<b>S 337.8</b>	<b>Access Requirements to Information Systems provided by the <i>Supplier</i></b>
S 337.8.1	<p>The <i>Supplier</i> provides the <i>Purchaser</i> remote access to the <i>Supplier's</i> Information Systems and related documents:</p> <ul style="list-style-type: none"> <li>through the Gateway. or</li> <li>through another interface agreed by the <i>Purchaser</i>.</li> </ul>
S 337.8.2	Any access required by the <i>Purchaser</i> to systems provided by the <i>Supplier</i> is made available via the Gateway or by other remote access methods agreed by the <i>Purchaser</i> .
<b>S 337.9</b>	<b>Supplier Security and User Access</b>



S 337.9.1	The <i>Supplier</i> ensures that all persons who use Purchaser Information Systems for or on behalf of the <i>Supplier</i> comply with the Purchaser's security requirements.
S 337.9.2	The <i>Supplier</i> is responsible for determining any formal application and security clearance requirements to enable the <i>Purchaser</i> to access any Information Systems provided by the <i>Supplier</i> . The <i>Supplier</i> informs the <i>Purchaser</i> of those requirements, including timescales, no later than four weeks after the <i>starting date</i> .
S 337.9.3	The <i>Supplier</i> immediately notifies the <i>Purchaser's</i> IT Security Team and the help desk when staff with access to the <i>Purchaser's</i> IT network, are no longer Providing the Goods.
S 337.9.4	The <i>Purchaser</i> suspends any accounts if they are not used for a continuous period of six months or for staff who are no longer Providing the Goods.
S 337.9.5	The <i>Purchaser</i> deletes any accounts if they are not used for a continuous period of thirteen months or for staff who are no longer Providing the Goods.
S 337.9.6	<p>The <i>Purchaser</i> immediately suspends any accounts supplied to persons who use <i>Purchaser</i> Information Systems for or on behalf of the <i>Supplier</i> if they are</p> <ul style="list-style-type: none"> <li>• used by anyone other than the person for whom they were created (the "authorised user")</li> <li>• they are used from a device which is not issued by the <i>Supplier</i> or</li> <li>• they are used from a physical location not agreed by the <i>Purchaser</i>.</li> </ul> <p>The <i>Supplier</i> provides for acceptance by the <i>Purchaser</i>:</p> <ul style="list-style-type: none"> <li>• a formal explanation for the account's misuse and</li> <li>• proposed actions to ensure that issues do not re-occur.</li> </ul> <p>Accounts suspended are not to be re-opened until the <i>Purchaser</i> has accepted the explanation and proposed actions.</p> <p>In all these cases the <i>Purchaser</i> is not liable for any financial penalty or other expense incurred as a result of the <i>Supplier</i> failing to meet its commitments.</p>
<b>S 337.10</b>	<b>Software and Licences</b>
S 337.10.1	The <i>Supplier</i> grants, or procures the grant of, licences required to allow the <i>Purchaser</i> to use the Information Systems developed, procured or otherwise provided by the <i>Supplier</i> to the <i>Purchaser</i> .
S 337.10.2	The <i>Supplier</i> has in place or procures its own licences required to use common software applications that it may require to be able to interface with, or to access <i>Purchaser</i> Information Systems.

S 337.10.3	The <i>Supplier</i> applies to the <i>Purchaser</i> for licences to allow the <i>Supplier</i> to use certain Information Systems provided or made available by the <i>Purchaser</i> .
<b>S 337.11</b>	<b>Liaison and cooperation between <i>Purchaser</i> and <i>Supplier</i></b>
S 337.11.1	The <i>Purchaser</i> is adopting an Information Technology Infrastructure Library best practice approach for Information communication and technology (ICT) services. The <i>Supplier</i> demonstrates a formal approach to its ICT service management through the development of an ICT strategy and make its ICT strategy available to the <i>Purchaser</i> .
<b>S 337.12</b>	<b>Systems provided by the <i>Supplier</i> to meet <i>Purchaser</i> and Contract Management Information Requirements</b>
S 337.12.1	<u>Electronic document and records management</u> The <i>Supplier</i> develops proposals, for acceptance by the <i>Purchaser</i> , for developing an Information System that electronically manages both the electronic and physical records (including documents, records and e-mails) which are created and maintained on behalf of the <i>Purchaser</i> . Documents and records are defined in the <i>Purchaser's</i> record policy, a copy of which can be obtained from the <i>Purchaser</i> .
S 337.12.2	A reason for not accepting the proposal includes: <ul style="list-style-type: none"> <li>• not enabling the effective management and where applicable the disposal of records,</li> <li>• preventing the <i>Purchaser</i> to comply with its records management policy and other obligations inclusive of the Public Records Act 1958 (see link in <b>Scope Annex 02</b>) (and amendments) or</li> <li>• prevention of efficient transfer of records to the <i>Purchaser</i>.</li> </ul>
S 337.12.3	Once accepted, the <i>Supplier</i> implements and operates an Information system for the management of electronic and physical records.
<b>S 337.13</b>	<b>Information Systems provided by the <i>Supplier</i></b>

S 337.13.1	<b>Table 1: Information Systems as provided by the <i>Supplier</i> to fulfil the requirements of the <i>Supplier's</i> own business and effective delivery of the contract</b>	
	<b>System</b>	<b>Comment</b>
	IT and Information Security Systems	The <i>Supplier</i> implements IT and Information Security systems to protect the confidentiality, integrity, and availability of this information it handles, and have those systems independently audited. The <i>Supplier</i> aligns these systems to meet the <i>Purchaser's</i> requirement for the services provided.
	Quality Management System	The <i>Supplier</i> implements a quality management Information System which will ensure consistency and improvement of working practices. The <i>Supplier</i> aligns its quality management Information System to meet the quality requirement used by the <i>Purchaser</i> .
	Collaboration System	The <i>Supplier</i> fully utilises tools and software that enhance collaboration by all community partners.
	Change Control System	This Information System will manage changes to processes and systems.
	Human Resource Management System (HRMS)	The <i>Supplier</i> uses a HRMS to manage issues such as recruitment, skill sets, employee history and payroll.
	Financial Management System (FMS)	The <i>Supplier</i> uses a FMS to produce timely in-year and year-end management and accounting information.
	Project Management System	System to assist in the planning and organisation of activities in order to meet the <i>Supplier's</i> objectives.
S 337.14	<b>Current Systems provided by the <i>Purchaser</i> to meet the contract management information requirements</b>	
S337.14.1	<b>Table 2: Current Systems</b>	
	<b>Current Information System</b>	<b>Description</b>
	National Highways Supply Chain Portal	An internet collaboration site for the <i>Purchaser</i> and its partners.

	Customer Relationship Management System (CRM)	The CRM is a Microsoft Dynamics 365 system that manages the CRM strategy to ensure long lasting relationships with the Contractor's customers. It acts as one central and consistent stakeholder / customer database where all interactions with stakeholders and associated tasks are managed on one platform. It is associated to the Confirm system.
	HAMIS	The <i>Purchaser's</i> Management Information System. Portal Information System providing access to HAGIS. A single platform for information for all directorates, from simple code look up utilities to more sophisticated forecasting and reporting tools.
	CEMAR – (Contract Event Management Analytics and Reporting)	<p>CEMAR is a cloud based NEC contract management system. It is a collaborative tool that requires the; <i>Purchaser</i> and <i>Contractor</i> to manage contract events through the system as required by good practice NEC contract management. System features include the following</p> <ul style="list-style-type: none"> <li>• contract event management through registers e.g., early warnings, compensation events, <i>Purchaser</i> instructions and more,</li> <li>• application for payments / Invoices,</li> <li>• technical queries and Defect management and</li> <li>• general communications.</li> </ul> <p>Multiple in-built reports and charts and graphs proving reports and dashboards across one or multiple contracts to allow effective management of contracts through outputs on communication behaviour, cost, quality, risk and time.</p>
	HAPMS	<p>HAPMS is a set of IT systems that hold the following data sets</p> <ul style="list-style-type: none"> <li>• approved network master data set,</li> <li>• pavement inventory master data set,</li> <li>• pavement construction master data set,</li> <li>• pavement condition master data set,</li> <li>• inventory master data set,</li> <li>• traffic data and</li> <li>• accident data.</li> </ul> <p>HAPMS also provides the following business capabilities</p> <ul style="list-style-type: none"> <li>• analysis and reporting of data both in map-based and textual formats and</li> <li>• integrated tools for the whole life cost optimisation, of proposed pavement maintenance schemes.</li> </ul>

S 337.15	New Systems to be used by the <i>Supplier</i> when made available.	
S 337.15.1	Table 3 New Systems	
	New Information System	Description
	Financial System	The <i>Purchaser'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>Purchaser</i> may introduce a Performance Management Information System (PMIS) or other system for recording and reporting against the relevant requirements. When/ if provided, the <i>Supplier</i> provides performance data directly into the PMIS.
INFORMATION SECURITY		
S 337.16	Security Plan	
S 337.16.1	<p>The <i>Supplier</i> prepares a robust information security plan complying with the <i>Purchaser's</i> information security requirements and submits it to the <i>Purchaser</i> for acceptance. The <i>Supplier</i> includes the security plan in its quality management system. The security plan complies with the requirements of ISO/IEC27001 and ISO/IEC27002 and includes procedures which</p> <ul style="list-style-type: none"><li>• ensure compliance with the Data Protection Legislations,</li><li>• protect information against accidental, unauthorised or unlawful processing, destruction, loss, damage or disclosure of Personal Data,</li><li>• ensure that unauthorised persons do not have access to Personal Data or to any equipment used to process Personal Data,</li><li>• protect IT systems from viruses and similar threats,</li><li>• provide for disaster recovery, and in particular ensure that the Personal Data is safely backed-up and</li></ul>	



	provide for the vetting of its employees and Subcontractors' staff in accordance with the <i>Purchaser's</i> staff vetting procedures.
S 337.16.2	The <i>Supplier</i> provides training for its employees and Subcontractors in accordance with the security plan.
S 337.16.3	The <i>Supplier</i> does not use any confidential or proprietary information provided to or acquired by it for any purpose other than to Provide the Works. The <i>Supplier</i> implements measures to prevent the disclosure of such information by its employees or Subcontractors.
S 337.16.4	The <i>Purchaser's</i> security policy is set out in the IMS (see link in <b>Scope Annex 02</b> ).
S 337.16.5	On Completion, termination or if requested by the <i>Purchaser</i> , the <i>Supplier</i> gives to the <i>Purchaser</i> all Personal Data held by them in a format specified by the <i>Purchaser</i> (or any subcontractor at any stage of remoteness from the <i>Purchaser</i> and Sub-Processor) and destroys and procures any Subcontractor (at any stage of remoteness from the <i>Purchaser</i> ) and any Sub-Processor destroys, any electronic and paper copies of such data in a secure manner.
S 337.16.6	<p>Where the <i>Supplier</i> obtains or collects Personal Data on behalf of the <i>Purchaser</i>, the <i>Supplier</i></p> <ul style="list-style-type: none"> <li>provides to Data Subjects a data protection notice in a form accepted by the <i>Purchaser</i> informing the Data Subject of the identity of the <i>Purchaser</i>, the identity of any data protection nominated lead it may have appointed, the purpose or purposes for which their Personal Data will be processed and any other information which is necessary having regard to the specific circumstances in which the Personal Data is, or is to be, processed to enable processing in respect of the Data Subject to be fair and</li> </ul> <p>where applicable, obtains all necessary consents for the processing of Personal Data.</p>
S 337.16.7	A failure to comply with this section is treated as a substantial failure by the <i>Supplier</i> to comply with the contract.
S 337.16.8	Not used
S 337.16.9	Not used
S 337.17	Data Collection System
S 337.17.1	The <i>Supplier</i> captures all costs within a data collection system identified by the <i>Purchaser</i> in work breakdown structure (WBS) form as a minimum for use on the contract in respect of applications for payment.

S 338.17.2	If the <i>Purchaser's</i> minimum requirements for the <i>Supplier's</i> data collection system are not met, the <i>Supplier</i> is required to affect such modifications or enhancements to its own data collection system, or those of its supply chain, as are required, to meet the <i>Purchaser's</i> requirements.
S 338.17.3	Not used
S 338.17.4	Not used
S 338.18	Data Handling Requirements
S 338.18.1	<p>The <i>Supplier</i> complies with the <i>Purchaser's</i> data handling policy (see link in <b>Scope Annex 2</b>), when working on the <i>Purchaser's</i> systems or handling the <i>Purchaser's</i> data.</p> <p>Prior to processing personal data on behalf of the <i>Purchaser</i>, the <i>Supplier</i> submits a security plan to the <i>Purchaser</i> for acceptance that complies with the requirements of ISO/IEC27001 and ISO/IEC27002.</p>
S 338.18.2	A system on which the <i>Supplier</i> holds any <i>Purchaser's</i> data, including back-up data, is a secure system that complies with the security policy.
S 338.19	Breach of Security
S 338.19.1	<p>"Breach of security" is the occurrence of</p> <ul style="list-style-type: none"> <li>any unauthorised access to or use of the Information Systems, the <i>Purchaser</i> Premises, the Sites, the Service Provider System, the <i>Purchaser</i> System (to the extent that it is under the control of the <i>Supplier</i>) and/or any IT, information or data (including the confidential information and the <i>Purchaser</i> Data) used by the <i>Purchaser</i> and/or the <i>Supplier</i> in connection with the contract and</li> <li>the loss (physical or otherwise), corruption and/or unauthorised disclosure of any information or data (including the confidential information and the <i>Purchaser</i> Data), including any copies of such information or data, used by the <i>Purchaser</i> and/or the <i>Supplier</i> in connection with the contract.</li> </ul>
S 338.19.2	The <i>Supplier</i> develops and maintain a Security Incident management and reporting policy in accordance with the Customer's 'Information Security Incident Management Requirements' (see link in <b>Scope Annex 02</b> ) and ISO27001. The <i>Supplier</i> makes a full log of Security Incidents available to the <i>Purchaser</i> on request, and in any case on a quarterly basis. All Security Incidents defined as a Major Incident will be reported to the <i>Purchaser</i> as soon as practicable (in any case within twenty-four (24) hours of the <i>Supplier</i> becoming aware of the Incident).

<p>S 338.19.3</p>	<p>The Security Incident management process (see link in <b>Scope Annex 02</b>), as a minimum, requires the <i>Supplier</i> upon becoming aware of a breach of security or an attempted breach of security to</p> <ul style="list-style-type: none"> <li>• immediately take all reasonable steps (which includes any action or changes reasonably required by the <i>Purchaser</i> which will be completed within such timescales as the <i>Purchaser</i> may reasonably require) necessary to <ul style="list-style-type: none"> <li>○ minimise the extent of actual or potential harm caused by such breach of Security</li> <li>○ remedy such breach of security to the extent possible and protect the integrity of the Information System against any such potential or future attempt of breach of security</li> <li>○ apply a tested mitigation against any such breach of Security or potential or attempted breach of security and, provided that reasonable testing has been undertaken by the <i>Supplier</i>, if the mitigation adversely affects the <i>Supplier</i> ability to deliver the Services so as to meet any Performance Indicator, the <i>Supplier</i> is granted relief against the failure to meet such affected Performance Indicator for such period as the <i>Purchaser</i>, acting reasonably, may specify by written notice to the Service Provider; and</li> <li>○ prevent a further breach of security or attempted breach of security in the future exploiting the same root cause failure</li> </ul> </li> </ul> <p>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 <i>Purchaser</i> full details of the breach of security or attempted breach of security, including a root cause analysis where required by the <i>Purchaser</i>.</p>
<p>S 338.19.4</p>	<p>In the event that any action is taken in response to a breach of security or attempted breach of security which occurred as a result of non-compliance of the information security management system (ISMS) outlined in ISO 27001 and/or the risk management with the Baseline Personnel Security standard outlined in the HMG SPF and the contract, then such action and any required change to the Information System and/or risk management will be completed by the <i>Supplier</i> at no cost to the <i>Purchaser</i>.</p>
<p>S 338.19.5</p>	<p>“Breach of security” is the occurrence of</p> <ul style="list-style-type: none"> <li>• any unauthorised access to or use of the Information Systems, the <i>Purchaser</i> Premises, the Sites, the Service Provider System, the <i>Purchaser</i> System (to the extent that it is under the control of the <i>Supplier</i>) and/or any IT, information or data (including the confidential information and the <i>Purchaser</i> Data) used by the <i>Purchaser</i> and/or the <i>Supplier</i> in connection with the contract and</li> </ul>

	<ul style="list-style-type: none"> <li>the loss (physical or otherwise), corruption and/or unauthorised disclosure of any information or data (including the confidential information and the <i>Purchaser</i> Data), including any copies of such information or data, used by the <i>Purchaser</i> and/or the <i>Supplier</i> in connection with the contract.</li> </ul>
<b>S 350 Not used</b>	
<b>S 400 Requirements for the programme</b>	
<b>S 401 Programme</b>	
S 401.1	<p><b>Exit Plan</b></p> <p>The <i>Supplier</i> shall, within three (3) Months after the Start Date, deliver to the <i>Purchaser</i> an Exit Plan which complies with the requirements set out in this Scope and is otherwise reasonably satisfactory to the <i>Purchaser</i>.</p> <p>An Exit Manager shall be appointed by each Party to manage their respective obligations under this Scope,</p> <p>The parties shall use reasonable endeavours to agree the contents of the Exit Plan.</p> <p>If the <b>Parties</b> are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.</p> <p>The Exit Plan shall set out the following Exit Information, as a minimum:</p> <ul style="list-style-type: none"> <li>a detailed description of both the transfer and cessation processes, including a timetable.</li> <li>how the Deliverables will transfer to the Replacement Supplier and/or the <i>Purchaser</i>.</li> <li>details of any contracts which will be available for transfer to the <i>Purchaser</i> and/or the Replacement Supplier upon the End Date together with any reasonable costs required to affect such transfer.</li> <li>proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date.</li> <li>proposals for providing the <i>Purchaser</i> or a Replacement Supplier, copies of all documentation relating to the use and operation of the Deliverables and required for their continued use.</li> <li>proposals for the assignment or novation of all services utilised by the <i>Supplier</i> in connection with the supply of the Deliverables.</li> </ul>

- proposals for the identification and return of all *Purchaser* property in the possession of and/or control of the *Supplier* or any third party.
- proposals for the disposal of any redundant Deliverables and materials.
- how the *Supplier* will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
- any other information or assistance reasonably required by the *Purchaser* or a Replacement Supplier.

The *Supplier* shall:

- maintain and update the Exit Plan (and risk management plan) no less frequently than:
- no later than twenty (20) Working Days after a request from the *Purchaser* for an up-to-date copy of the Exit Plan.
- as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice.
- as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and
- jointly review and verify the Exit Plan if required by the *Purchaser* and promptly correct any identified failures.

Only if (by notification to the *Supplier* in writing) the *Purchaser* agrees with a draft Exit Plan provided by the *Supplier* (as the context requires), shall that draft become the Exit Plan for this Contract.

A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the *Supplier*.

### **Termination Assistance**

The *Purchaser* shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "Termination Assistance Notice") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

- the nature of the Termination Assistance required; and
- the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the date that the *Supplier* ceases to provide the Deliverables.

The *Purchaser* shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months beyond the end of the



Termination Assistance Period and provided that it shall notify the *Supplier* of such this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The *Purchaser* shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the *Supplier*.

In the event that Termination Assistance is required by the *Purchaser* but at the relevant time the parties are still agreeing an update to the Exit Plan, the *Supplier* will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last *Purchaser* approved version of the Exit Plan (insofar as it still applies).

#### **Termination Assistance Period**

Throughout the Termination Assistance Period the *Supplier* shall:

- continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the *Purchaser*, provide the Termination Assistance.
- provide to the *Purchaser* and/or its Replacement Supplier any reasonable assistance and/or access requested by the *Purchaser* and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the *Purchaser* and/or its Replacement Supplier.
- use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the *Purchaser*.
- provide the Deliverables and the Termination Assistance at no detriment to the Service Levels, the provision of the Management Information or any other reports nor to any other of the *Supplier's* obligations under this Contract.
- at the *Purchaser's* request and on reasonable notice, deliver up-to-date Registers to the *Purchaser*.
- seek the *Purchaser's* prior written consent to access any *Purchaser's* Premises from which the de-installation or removal of Supplier Assets is required.

If it is not possible for the *Supplier* to reallocate resources to provide such assistance without additional costs to the *Purchaser*, any additional costs incurred by the *Supplier* in providing such reasonable assistance shall be subject to the **Variation Procedure**.

If the *Supplier* demonstrates to the *Purchaser's* reasonable satisfaction that the provision of the **Termination Assistance** will have a material, unavoidable adverse effect on the *Supplier's* ability to meet one or more particular Service Levels, the **Parties** shall vary the relevant Service Levels and accordingly.

#### **Obligations when the contract is terminated.**

The Supplier shall comply with all of its obligations contained in the Exit Plan.

	<p>Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:</p> <ul style="list-style-type: none"> <li>• vacate any <i>Purchaser</i> premises.</li> <li>• provide access during normal working hours to the <i>Purchaser</i> and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:</li> <li>• such information relating to the Deliverables as remains in the possession or control of the <i>Supplier</i>; and</li> <li>• such members of the <i>Supplier's</i> staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the <i>Supplier</i>, provided that the <i>Purchaser</i> and/or the Replacement Supplier shall pay the reasonable costs of the <i>Supplier</i> actually incurred in responding to such requests for access.</li> </ul> <p>Except where this Contract provides otherwise, all licences, leases and authorisations granted by the <i>Purchaser</i> to the <i>Supplier</i> in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.</p> <p><b>Assets, Sub-Contracts and Software</b></p> <p>Following notice of termination of this Contract and during the Termination Assistance Period, the <i>Supplier</i> shall not, without the <i>Purchaser's</i> prior written consent:</p> <ul style="list-style-type: none"> <li>• terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or</li> <li>• (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.</li> </ul> <p>Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the <i>Supplier</i>, the <i>Purchaser</i> shall notify the <i>Supplier</i> setting out:</p> <ul style="list-style-type: none"> <li>• which, if any, of the Transferable Assets the <i>Purchaser</i> requires to be transferred to the <i>Purchaser</i> and/or the Replacement Supplier ("Transferring Assets").</li> <li>• which, if any, of: <ul style="list-style-type: none"> <li>○ the Exclusive Assets that are not Transferable Assets; and</li> <li>○ the Non-Exclusive Assets,</li> <li>○ the <i>Purchaser</i> and/or the Replacement Supplier requires the continued use of; and</li> </ul> </li> <li>• which, if any, of Transferable Contracts the <i>Purchaser</i> requires to be assigned or novated to the <i>Purchaser</i> and/or the Replacement Supplier (the "Transferring Contracts"),</li> <li>• in order for the <i>Purchaser</i> and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The <i>Supplier</i> shall provide all reasonable assistance required by the</li> </ul>
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	<p><i>Purchaser</i> and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement goods and/or Replacement Services.</p> <p>With effect from the expiry of the Termination Assistance Period, the <i>Supplier</i> shall sell the Transferring Assets to the <i>Purchaser</i> and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.</p> <p>Risk in the Transferring Assets shall pass to the <i>Purchaser</i> or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.</p> <p>Where the <i>Purchaser</i> and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the <i>Supplier</i> shall as soon as reasonably practicable:</p> <ul style="list-style-type: none"> <li>• procure a non-exclusive, perpetual, royalty-free licence for the <i>Purchaser</i> and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which</li> <li>• procure a suitable alternative to such assets, the <i>Purchaser</i> or the Replacement Supplier to bear the reasonable proven costs of procuring the same.</li> </ul> <p>The <i>Supplier</i> shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the <i>Purchaser</i> and/or the Replacement Supplier. The <i>Supplier</i> shall execute such documents and provide such other assistance as the <i>Purchaser</i> reasonably requires to effect this novation or assignment.</p> <p>The <i>Purchaser</i> shall:</p> <ul style="list-style-type: none"> <li>• accept assignments from the <i>Supplier</i> or join with the <i>Supplier</i> in procuring a novation of each Transferring Contract; and</li> <li>• once a Transferring Contract is novated or assigned to the <i>Purchaser</i> and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.</li> </ul> <p>The <i>Supplier</i> shall hold any Transferring Contracts on trust for the <i>Purchaser</i> until the transfer of the relevant Transferring Contract to the <i>Purchaser</i> and/or the Replacement Supplier has taken place.</p> <p>The <i>Supplier</i> shall indemnify the <i>Purchaser</i> (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the <i>Purchaser</i> (and/or Replacement Supplier) in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract.</p>
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	<p><b>No charges</b></p> <p>Unless otherwise stated, the <i>Purchaser</i> shall not be obliged to pay for costs incurred by the <i>Supplier</i> in relation to its compliance with this scope.</p>
<b>S 500 Services and other things to be provided by the <i>Purchaser</i></b>	
<b>S 501 Things to be provided by the <i>Purchaser</i></b>	
S 501.1	<p>The <i>Purchaser</i> will not provide any transport, loading or unloading of the goods at The <i>Purchaser</i> Regional Operations Control Centres or at any Asset Delivery depots/locations.</p>
<b>S 600 Supply requirements</b>	
<b>S 601 Supply requirements</b>	
S 601.1	<p><b>Distribution Services</b></p> <p>The <i>Supplier</i> manages and supports the <i>Purchaser's</i> carbon emission reduction aspirations as set out in this Scope and explores opportunities to maximise the number of items included in any single delivery and minimise the actual number of deliveries nationally and to each delivery location. Opportunities identified are submitted for the <i>Purchaser's</i> consideration.</p> <p>The <i>Supplier</i> maintains a set of instructions for each permanent location to enable safe and appropriate access and item delivery requirements based on information provided by the <i>Purchaser</i>.</p> <p>The <i>Supplier</i> is responsible for determining and assuring availability of a suitable and sustainable delivery method or vehicle</p> <p>The <i>Supplier</i> provides a distribution service across England to deliver and collect from various locations throughout England as described in Annex 12 (<i>Purchaser's</i> Delivery Locations)</p> <p>The <i>Supplier</i> delivery services can include the use of sub-contracted services working to the <i>Purchaser's</i> Service Levels.</p> <p><b>Delivery Requirements</b></p> <p>The <i>Supplier</i> provides a delivery service which meets the following minimum requirements:</p> <ul style="list-style-type: none"> <li>• Delivery of orders from the time of order being placed by the <i>Purchaser</i> to the time of the item being delivered to the <i>Purchaser's</i> premises in accordance with <i>Purchaser's</i> service levels</li> <li>• Delivery to the <i>Purchaser's</i> premises to the working day / daily hours schedule in accordance with <i>Purchaser's</i> service levels.</li> </ul>

	<ul style="list-style-type: none"> <li>• Delivery of items directly to the <i>Purchaser's</i> requesting delivery address where the <i>Purchaser</i> orders large quantities of items.</li> <li>• Deliveries of items shall be grouped where practicable to minimise packaging and transport requirements. Where pallets are used these shall be removed either at the time of the delivery or at the next delivery to the location as required in the item delivery instructions for that location.</li> <li>• Delivery of items will be packaged so they can be safely handled by a single person and that the maximum weight of a single package does not exceed 15 Kilograms.</li> <li>• Remove items from pallets and remove pallets when used to facilitate the delivery</li> <li>• Drivers – All drivers must hold the relevant UK driving licence commensurate with the vehicle category being driven and ensure they are fit to drive in accordance with relevant legislation and industry best practice.</li> <li>• Delivery Vehicles – All vehicles must be maintained in accordance with UK legal requirements and as per manufacturer's recommendations, e.g., MOT'd, taxed, insured and be maintained in a road worthy condition at all times.</li> <li>• To manage work related road risk, the <i>Supplier</i> ensures they have up-to-date and relevant policies, procedures and business processes to meet any relevant statutory legislation and best practice (e.g., Driving for Better Business <a href="https://www.drivingforbetterbusiness.com">https://www.drivingforbetterbusiness.com</a>)</li> </ul> <p>Where requested by the <i>Purchaser</i> and placed before 14:00 hours that day the <i>Supplier</i> provides a same day pick, despatch and delivery service in accordance with <i>Purchaser's</i> Service Levels at section S104.14 of this document.</p> <p>When requested by the <i>Purchaser</i> the <i>Supplier</i> ensures:</p> <ul style="list-style-type: none"> <li>• Deliver to Temporary Locations – these are locations located within England and may include locations operated on behalf of the <i>Purchaser</i> by third parties or newly added building locations included with the <i>Purchaser's</i> estate.</li> </ul> <p>Unless approved by the contract Manager that No deliveries should be made to Private Addresses</p>
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### **Confirmation of all deliveries**

Where items are delivered by the *Supplier*, the point of delivery shall be when the *goods* are removed from the transporting vehicle and transferred at the sites.

Where the items are collected by the *Purchaser*, the point of delivery shall be when the *goods* are loaded on the *Purchaser's* vehicle.

The *Supplier* provides the *Purchaser* with proof of delivery (POD) when requested and to do so will provide the following:

- A delivery note indicating the destination for each item (if the item is needed at an Outstation).
- Items securely packed and labelled with a delivery note before being dispatched.
- All deliveries clearly marked with description of contents.
- Hold proof of delivery for the duration of the Contract, either by hard copy or electronically.

The *Supplier* reports all incidents of delivery problems and service failures to in accordance with the *Purchaser's* service levels.

Where a delivery incident occurs at a location owned or operated on behalf of the *Purchaser* the *Supplier* must inform the *Purchaser* who will provide instructions on how to proceed 24 hours of the incident occurring.

The *Supplier* is liable for the cost of any lost or damaged orders belonging to the *Purchaser* whilst in their custody or the custody of the *Supplier's* designated sub-contractors.

The *Supplier* is liable for any additional transportation costs resulting from failure to deliver an order (including the reinstatement cost of items lost or damaged) or an order that has not arrived at the designated location due to negligence, fraud, theft or breach of the Contract.

### **Cyclic replacement of items**

The *Purchaser* operates a process of routine cyclic replacement of certain items and will oversee the activities as and when they occur.

When requested, the *Supplier* provides the logistics required to support the process, which will include but not be limited to the following:

- Bulk collection of items from the *Purchaser's* premises to an agreed national programme.
- Temporary storage of items as the national collection programme progresses, recording items which show signs of physical damage.
- Bulk delivery of collected items to the *Purchaser* / *Supplier* / *Supplier's* repairer – these are private premises throughout

	<p>the United Kingdom operated by the appointed supply-chain.</p> <ul style="list-style-type: none"> <li>• Order replacement items and distribute replacement items in the numbers required to the <i>Purchaser's</i> premises and the agreed national programme.</li> </ul> <p><b>Traffic Officer Vehicle Kit</b></p> <p>The <i>Purchaser</i>, when required, will add new vehicles to its Operational Fleet arranging for delivery to the <i>Purchaser</i> premises by the vehicle provider to an agreed national programme.</p> <p>When new additional Traffic Officer Vehicles are added, the <i>Supplier</i> will provide a complete kit per vehicle as required by the <i>Purchaser</i>, to the premises and to the national programme as required.</p> <p>On a per vehicle basis, the <i>Supplier</i> consolidates, pick, pack and wrap items comprising the Traffic Officer vehicle kit list onto a single pallet for delivery to receiving regional location as advised by the <i>Purchaser</i>. Any pallet delivered will be collected and removed from the <i>Purchaser's</i> premises on the date of the next delivery to that location.</p> <p>All items in that comprise the Traffic Officer Vehicle kit are included and identified in <b>Scope Annex 10 and 11</b> - List of <i>goods</i> and technical specification descriptions, as well as <b>Annex 13</b> with specifically sets out the equipment needed with a Traffic Officer vehicle.</p> <p><b>Innovations and Improvements</b></p> <p>The Supplier assists the Purchaser to improve the financial and operational performance of the contract through innovation and efficiencies.</p> <p>This may include, but is not limited to:</p> <ul style="list-style-type: none"> <li>• Optimising and expanding deliveries to addition locations with a view to minimising the overall number of deliveries and maximising the number of items delivered for each visit</li> <li>• Providing technical logistics support in designing and developing converted new distribution arrangements</li> <li>• Benchmarking of current practices against market best practice</li> <li>• Identifying and implementing cost reduction strategies.</li> </ul> <p><b>Invoicing / <i>Supplier</i> payments</b></p> <p>The <i>Supplier</i> submits monthly invoices to the <i>Purchaser</i> by the 2<sup>nd</sup> working day of each new month.</p> <p>The <i>Supplier</i> invoices using electronic invoicing systems and shall provide consolidated invoice as required by the <i>Purchaser</i>.</p>
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Where required, the *Supplier* manages the validation and payment of invoices on behalf of the *Purchaser*.

### **Monthly Spend Forecasting**

The *Supplier* provides the *Purchaser* with an initial twelve-month financial forecast when requested.

### **Waste Requirements**

If requested by and on behalf of the *Purchaser* and in accordance with relevant legislation, the *Supplier* undertakes the disposal of previously supplied *goods* items, this is where they have either been withdrawn from use or superseded by new replacement items.

Any such requests will be dealt with on a case-by-case basis to details and a programme agreed between *Purchaser* and the *Supplier*.