

# **Term Service Contract Service Information**

## **TMTii 59 – M4 Version 3 Signs and Signals**

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## SI 100 Description of the *service*

The *Contractor* Provides the Service in accordance with the Service Information.

### General Obligations

The *Employer* requires the *Contractor* to provide and manage a service to deliver a number of MS4, MS3 3x18 and AMI version 3 Signs on a supply, install, commission and warranty basis at locations on the M4 as required by the *Employer* by the dates specified in SI 115.

### Identified and Defined Terms

In this Service Information, terms identified in the Contract Data are in italics and defined terms have capital initials. Other terms used with capital letters are defined in the Conditions of Contract or have the meaning given to them elsewhere.

#### *Definitions*

<b>Term</b>	<b>Notes</b>
Site	A part of the Affected Property as defined within an individual Task Order within which work under a Task Order is to be carried out
Sign/s	The combination of a Version 3 Sign, Version 3 Roadside Controller and Ambient light sensor.
Aspect Bitmap Library	The electronic record of the bitmaps used as part of the Home Office Type Approval (HOTA) testing.
Annual Commercial Plan	The <i>Service Managers</i> forward financial planning for the coming financial year.
Monthly Spend Forecast	The expected invoicing by the <i>Contractor</i> for the following month based on existing Task Orders issued by the <i>Service Manager</i> .
Commission Date	The day on which the commissioning of a Sign is successfully completed.
Installation Work	Activities to install and commission Signs at a specified Site including the removal of existing signs where present.
PSU	Power Supply Unit.

## SI 110 Overall objectives

The *Employer* is Highways England the government company charged with operating, maintaining and improving England's motorways and major A roads, including modernising and maintaining the highways. We also manage - and help prevent - incidents on England's motorways through our Traffic Officer Service.

The *Employer* manages around 4,300 miles of carriageway and is made up of motorways and trunk roads.

The *Employer* requires the *Contractor* to provide **326** Version 3 Signs on a supply, install, commission, and warranty basis to the M4 Smart Motorways Project as required by *the Employer* for the locations and dates specified in SI 115.

Signs will be supplied in accordance with TR1100 and EN12966-2014. Where there are differences between TR1100 and EN12966 then EN12966 takes precedence.

The *Contractor* will be required to supply the M4 between J3-J12 inclusive and will be required to install and commission the Signs on the infrastructure at these locations.

The supplied Signs will be provided with a 7- year warranty where the *Employer* or their agents will provide first line maintenance. The expected service life of the Signs is 15 years and as such the *Contractor* must ensure that all parts or components of the Signs will be available throughout this period and available for purchase after the expiry of the warranty period.

The objectives of this contract are:

- To Provide the Service to supply, install and warranty **326** Version 3 Signs to the M4 Smart Motorways Project
- To work with the Service Manager and Others to plan supply and installation activities to ensure scheme deadlines are met,
- To work with the Service Manager and Others to ensure that Sign availability targets are met or exceeded.
- Where available use Remote Maintenance Access Service (RMAS) and Simple Network Management Protocol (SNMP) to remotely monitor the Signs and advise when Signs should be proactively repaired.
- Monitor and record faults and recommend Sign modifications to the Service Manager

## SI 115 Detailed description scope of service

### Detailed description scope of service

The service will be to supply, install, commission, and warranty a combination of **326** signs, MS4, MS3 3x18 and AMI version 3 Signs. The expected split is:

Section	MS3 (3x18)	MS4	Gantry mounted AMI	Post mounted AMI	Latest date on site
Junction 8/9 - 10	2	26	28	6	03/02/2020
Junction 10 - 11	1	19	24	6	01/05/2020
Junction 11 - 12	0	15	24	4	01/07/2020
Junction 3 - J4	0	6	16	3	01/01/2021
Junction 4 - 4B	1	7	25	3	
Junction 4B - 5	2	7	25	3	01/12/2020
Junction 5 - 6	0	13	12	4	
Junction 6 - 7	0	5	12	2	
Junction 7 slip	0	1	3	0	
Junction 7 - 8/9	2	11	8	0	
<b>Total</b>	<b>8</b>	<b>110</b>	<b>177</b>	<b>31</b>	

The dates above are the latest dates to site and it is expected the *Contractor* will deliver before these dates.

Along with the signs listed above the table below outlines the split of RCV3s broken down by sign type to be supplied by the *Contractor* as part of the *service*.

Sign Type	Quantity
MS4 ONLY	47
AMI's ONLY	15
MS3 ONLY	2
AMI + MS4	14
<b>Total</b>	<b>78</b>

The technical specifications for version 3 Signs and signals were published in June 2018 and are listed in **SI 310**. Version 3 provides a step change in functionality including:

- More adaptability. The new specification is more tolerant to pixel failure and allows, where practical for the aspect display on display to be repositioned.
- Modular across the range. Contractors are encouraged to use common components on their range of Signs with the aim of reducing the numbers and variety of spares required to be held for maintenance purposes.
- Signs capable of colour display compliant with EN12966 which improves capability and future proofs for increased functionality

- The planned introduction of SNMP based RMAS will provide improved fault reporting enabling the identification of specific sub component failure ensuring first time fix (reducing road worker exposure) and enable planned maintenance through identification of impending faults.
- Improved management functionality for Highways England reducing reliance on manufacturers for normal configuration and operational activities.
- Options for in situ maintenance negating need for return to base.

The *Contractor* ensures that all Signs are fully maintainable from a walkway on a manned access gantry where this exists. All components should be accessible without the need to remove the Sign itself. As such, all components intended to be maintained in situ can be safely removed by the maintainer without the use of tools or breaching safe manual handling guidance.

The signs supplied are to satisfy the requirements of the schemes with delivery beginning in 2020 and completing in 2021. The locations and numbers of signs of each type and expected delivery dates to be delivered will be defined through task orders as detailed by **Option X19**.

Some of the responsibilities of the Service Manager may be delegated. Any delegation of the responsibilities of the Service Manager will be defined within the Task Order. Details of any delegation of responsibilities will be clearly defined in each Task Order issued.

### **Warranty and Spares**

The *Employer* or Others will provide a first line maintenance service for the supplied Signs throughout the warranty period. The *Contractor* will provide a number of spares, calculated based on Failure Mode Effects Analysis (FMEA) and Mean Time Between Failure (MTBF), to the *Employer* to support the Signs supplied for the full warranty period.

The Signs are to be installed across 2 Highways England regions and as such first line maintenance will be carried out on a regional basis. The *Contractor* will therefore need to ensure that sufficient spares are provided to ensure spares can be held in each of the 2 regions.

It will be the *Contractor's* responsibility to ensure that sufficient spares are available to ensure the supplied Signs can be kept operational at all times. Should the originally supplied quantity of spares be insufficient the *Contractor* will supply further spares at no additional cost, as requested by the Service Manager.

The cost of spares repair, or replacement, and cost of delivery to the National Technology and Logistics Centre (NTLC), is also to be itemised and included in the Price List for the eventuality that spares are required due to reasons outside of the *Contractor's* control. The Service Manager will decide whether to call off the spares

during the course of the contract. If required any additional spares requirements will be detailed through a Task Order. The NTLC is currently in West Hallam, Derbyshire.

The *Contractor* will provide a warranty period of 7 years for the supplied Signs commencing from the Commission Date. For any Signs supplied to the NTLC, the warranty period will commence from delivery date to the NTLC.

The *Contractor* will repair or replace any faulty parts or Signs at no additional cost to the *Employer* and return them to the first line maintenance provider or NTLC within 15 working days from being received onto the *Contractor's* premises. For the avoidance of doubt, any type or level of fault on a Sign or component thereof will be covered by the warranty. The performance of this service will be measured as part of the contract "Collaborative Performance Framework" (CPF) regime. Any faulty components which are returned for warranty repair which are faulty due to negligence, abuse, infestation or misuse should be identified to the Service Manager with evidence to demonstrate this and will be treated as a compensations event.

If the fault is caused by damage due to impact or circumstances outside of the *Contractor's* control, such as extreme weather events not covered by the Signs specifications or requirements, the repair or replacement will be classed as chargeable. Such repairs or replacements will be identified by the Service Manager through a Task Order.

The warranty shall cover any issues caused by obsolescence of components, and any software or firmware changes associated with obsolescence issues, inherent defects or security upgrades. If the *Employer* requires non-obsolescence or security related changes to upgrade or add additional functionality then this will not be covered by the warranty.

The cost of the 7-year warranty should be broken down and itemised within the Price List as an annual service charge for information. The combined 7 years charge will be payable as part of the supply, installation and commissioning cost and should be detailed in the included Price List.

Following the Signs being accepted by the Service Manager, at Site Acceptance Test 1 (SAT1), the *Employer* will be responsible for maintenance until successful acceptance into operational maintenance.

The *Contractor* will provide costs as detailed within the Price List to provide maintenance services during this period which the Service Manager can call off if required.

Upon final successful Site Acceptance Testing of the installed Signs by the Service Manager, the first line maintenance of all Sign systems will be carried out by the Regional Technology Maintainer (RTM).

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## **Insurances**

The *Contractor* is required to have in place required Insurances described in the Insurance Table shown in [Appendix A](#).

The *Contractor* discharges all its obligations under the Insurance Act 2015 when placing, renewing or maintaining any insurances required by the contract, including

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

## **ESCROW**

In the event of the *Contractor* ceasing trading, the *Employer* may require design and manufacturing details of the product. To enable this, the relevant details should be held in Escrow for the duration of the *service*.

The Escrow account will be a Single Licensee Agreement and entry level Verification based upon the escrow services provided by NCC Group. The *Service Manager* will accept alternative escrow providers that give the equivalent level of protection to the *Employer*.

*Contractors* can contact the account manager at NCC Group for detailed advice:

Paul Allen  
Department for Transport & Executive Agencies Account Manager  
NCC Group  
Manchester Technology Centre Oxford Road  
Manchester, M1 7EF  
Tel: +44 (0)161 209 5147  
Mobile: +44 (0) 773 603 1060  
Email: [paul.allen@nccgroup.trust](mailto:paul.allen@nccgroup.trust)

## **Colour Conformity and Aspect Displays**

Attention is drawn to TR2607 para 2.1.7, where it details the need for equipment that will be used in conjunction with Speed Enforcement Equipment, to be tested for compatibility with that Speed Enforcement Equipment, as part of the Speed Enforcement Equipment Home Office Type Approval (HOTA).

Following discussion with the Home Office, two key areas for action have identified relating to the equipment to be supplied under this call off:

- That equipment configuration is managed to ensure that aspect displays are not altered from those tested as part of the HOTA process, during the course of "user-configuration" activities and,
- that compliance with the BS EN 12966 colours classes required by TR2607 be assured over the life of the product.

Consequently, the *Contractor* is advised that to meet the HOTA compatibility testing requirements, the following functionality must be provided.

### **Aspect Bitmap Management**

Under TR2608 para 3.4.5 requires "User-Configuration Files" to be capable of being edited by the *Employer*, but subject to protection as the highest user level, with arrangements to be agreed by the *Employer*.

To ensure that aspect bitmaps remain consistent with those tested under the HOTA process the following functionality will be provided:

- The *Contractor* will maintain a separate "Aspect Bitmap Library" (i.e. as a completely separate entity from Text Character and Pictogram Libraries), of the aspect bitmaps tested during the HOTA process.
- This separate Aspect Bitmap Library will require its own checksum, or similar, security/ checking regime.
- The Home Office will then retain details of that Aspect Bitmap Library checksum as a safeguard against inadvertent/ unauthorised Aspect Bitmap changes.
- The *Contractor* should assume that they must restrict access to update the Aspect Bitmap Library to themselves only, for the duration of the maintenance period;
- The *Contractor* should assume and include for (in maintenance costs) one Aspect Bitmap update per sign per year, using updated bitmaps provided by the *Employer*
- The *Contractor* should allow for the handover of control of the Aspect Bitmap Library at the end of the maintenance period and enable updates by a third party at that time.

### **Colour Conformity**

To ensure compliance with the BS EN 12966 colours classes required by TR2607 over the life of the product BS EN 12966 requires at least annual checking of colour conformity under production testing (Table 32). TR2607 para 2.14.3 requires conformance with colour classes to be maintained over the expected operational life. Therefore:

- As part of the maintenance procedures required by TR2607 para 2.13.6, the *Contractor* should include for the annual recovery of one in-service display module from a working sign, as agreed by the *Employer*, and its replacement with a working spare module;
- The recovered module will then be sent for independent optical testing of the recovered display module, including colour class conformity. The *Contractor* shall allow for the cost of this independent testing.
- Results of this independent testing will be provided to the *Employer*.
- In the event that independent testing reveals any non-conformity, the *Contractor* will be required to recalibrate the optical control configuration as necessary, to ensure colour conformity for all in-service signs, at their cost.

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## **Training**

Following successful commissioning, Signs provided through the *service* will have first line maintenance provided by the RTM specified in the relevant Task Order. In order to ensure the RTM is capable of carrying out this function training shall be made available by the *Contractor*

The cost of operations and maintenance courses is to be quoted in the Price List per session for up to 6 persons. While in general it will be acceptable to carry out training at the *Contractor's* premises, the *Employer* may arrange for training to be carried out at a suitable alternate location where access to a Sign in a controller location can be provided such as the Technology Operations Centre (TOC) located at West Hallam. The *Contractor* shall ensure completion of all training requested via a Task Order and shall provide all documentation for the RTM to the approval of the *Service Manager*, before the taking over certification can be issued. This requirement shall provide that the RTM is fully trained and has been issued with the required documentation prior to commencement of maintenance responsibilities.

Further training courses may be required during the *service period*. Any training requirement will be requested by the *Service Manager* through the issue of a Task Order.

## **Fault Reporting**

The *Contractor* shall issue to the *Service Manager*, a programme for any planned maintenance required to be undertaken by the RTM throughout the *service*. The programme shall detail the type and duration of operations required for maintenance. It is the *Employer's* aim to minimise roadside visits.

During the warranty period the *Contractor* shall monitor the operation of the Signs through the provided remote monitoring system and notify the RTM of any faults identified. The RMAS may not be in place at the beginning of the *service*.

The *Contractor* shall inform the RTM of details of the fault and any relevant spares required to return the Sign to full operation in advance of their attendance to minimise Sign visits. Performance of this function will be monitored under the CPF. In addition to identifying active faults, the *Contractor* shall actively identify any potential pre-emptive maintenance activities which could prevent Sign failures. Any components showing Signs of degradation should be identified to the RTMs to be replaced at the next convenient time. This activity should reduce the number of unplanned visits to Signs due to component failures. This pre-emptive maintenance function will also be monitored under the CPF.

Once a faulty unit has been diagnosed, this will be returned to the *Contractor* by the RTMs via the NTLC. The NTLC will return items as and when they are received from the RTMs. The NTLC will log and dispatch the faulty unit to the *Contractor*.

## **Signs Availability and Reliability**

### **Reporting**

Once a Sign has been accepted by the *Service Manager* and the warranty period commences, reporting of Sign repairs shall commence.

Within 5 working days of the start of the month the *Contractor* shall provide electronically with supporting evidence to the *Service Manager* details of the previous month's Sign repairs for each item of the supplied Signs. The *Contractor* shall also provide electronically evidence of the remote monitoring and diagnostic activity carried out during the previous month.

The *Contractor* shall maintain their own logs of all the faulty units dispatched to them and repaired by them, regardless of whether they are a warranty repair or otherwise paid for under the Contract, including but not limited to:

- Date of arrival at the *Contractor's* premises
- Item description, part number, serial number and Oracle code number
- Item hardware, firmware and software versions
- Details of the fault as reported by the RMC, the fault diagnosed to Line Replaceable Unit level by the *Contractor* and the repair effected
- Details of any upgrades effected
- Date of return at the NTLC

The logs shall be maintained within a database to enable:

- Failure rates to be monitored and referenced against predicted MTBF
- The need for quality improvements to be considered
- To track the number and nature of repairs per unit.

A template can be provided to record this information in a common format.

This reporting forms part of the Project Management of the Task Order and shall not be charged separately.

### **SI 200 General constraints on how the *Contractor* Provides the Service**

### **SI 205 General Constraints**

### **Highways England Transmission System**

The *Contractor* shall comply with the Highways England installation practice for motorway communications equipment, and shall carry out all of their operations

accordingly. See Manual of Contract Documents for Highway Works - Specification for Highway Works (MCDHW), the Design Manual for Roads & Bridges (DMRB) and appropriate National Roads Telecommunications Service (NRTS) specifications.

The Highways England Traffic Management System (HATMS) comprises a network of computers, which control motorway signals, Signs, and emergency telephones and surveillance equipment linked via communications circuits to the Regional Control Centres.

The *Contractor* shall at all times ensure that existing HATMS facilities are not affected by the *service*. The *Contractor* shall not cause any works affecting existing systems to be carried out without attendance of the HATMS maintenance contractor and prior agreement of the *Service Manager*. It is the responsibility of the *Contractor* to ensure the *Service Manager* is notified of any such activity sufficiently in advance to ensure suitable personnel are present. The *Contractor* should be aware that during this period the *Employer* may be installing CHARM in the region which may cause disruption.

The *Contractor* shall comply with MCH 1514 "TTD Code of Connection". It shall be the *Contractor's* responsibility that all requirements of MCH1514 are carried out and completed within the required deadlines for installation.

#### **RMAS and TR2608 clause 11.4.4**

In the future the *Contractor* will be provided with the *Employers* "Management Information Bases" (MIBs) and be expected to produce their own to cover any monitoring. It is currently envisaged that MIBs to monitor the following aspects will be required:

- A.1 The following identifies the current envisaged reporting requirements.
- A.2 The current Signs and Signals reporting requirements have been identified as follows:
  - Sign type MS4, 3\*18, 5\*12, AMI etc.
  - Year of manufacture.
  - Location
  - I.P address of RSC, number and type of devices attached to it.
  - Any accessible component information (serial numbers, card versions etc.)
  - Address plug information
- A.3 When functioning under RCC control:
  - Loss of Communications
- A.4 Internal Communications Failure (affecting ongoing display control)
  - Monitor communications packages both in and out and report reoccurring faults.

- Main display cell critical faults (see TR2608)
- Main display cell non-critical faults (see TR2608)
- Red ring display cell non-critical faults
- Red ring display cell critical faults
- Red lantern/ red lantern PSU failure (only if enabled in current operating mode)
- Amber lantern/ amber lantern PSU failure (only if enabled in current operating mode)
- Luminance control circuit fail
- PSU failures (while equipment still operating normally)
- Complete main display/red ring/ PSU failure
- Main display/red ring failure to turn on or off when requested.
- Red lantern failure to turn on or off
- Amber lantern failure to turn on or off
- Heater/ fan/ environmental. control circuit fail (if fitted)
- Over-temperature alarm
- Watchdog reset (reported once only)
- Invalid aspect setting request
- Report any unexpected messages i.e. hacking (how do i define this?)
- Report door open alarms.
- System 'UP' time since last power off.
- System 'UP' time from construction.
- Link up
- Link down
- Authentication failure
- Fuel cell. Fuel levels
- Fuel not functioning to specification.
- Solar power on panels functioning correctly.
- Solar power off
- Solar panel charger failure
- Solar panel charging

## **Deliveries**

In Providing the Service the *Contractor* shall identify from the *Service Manager* the Site-specific policies and procedures relevant to each Task Order and comply with these.

The *Service Manager* may request Signs are to be delivered to the NTLC or a satellite depot. If this is the case the Signs will be inspected by NTLC staff and if presented with complete FAT documentation and showing no physical damage, will be deemed to have been accepted.

Should Installation take place during the term of the service, the *Contractor* will install at the cost supplied in the Price List. NTLC will deliver the Signs to the *Contractor's* premises for soak testing prior to the *Contractor* taking the Signs to Site. Loading/unloading at the *Contractor's* premises will be undertaken at no cost to the *Employer*.

There may be a period of delay between completing manufacture and installation. During this period, if the Signs are not requested to be delivered to the NTLC, the *Contractor* shall be responsible for the safe storage, insurance and protection of Signs at no additional cost to the *Employer*.

Should the installation of the Signs following manufacture not be scheduled within two months of the dates specified in SI 115, the *Contractor* should provide upon request safe storage, insurance and protection of Signs. The monthly charge for this service should be itemised within the Price List.

Prior to delivery to Site from storage, all Signs shall be checked by the *Contractor* to ensure that they are in a good condition and fully functional including soak testing for a period not less than 1 week with aspects cycled during testing. Software and firmware shall be updated to the approved release current at that time

The *Employer* reserves the right of access to the storage facility and to re-inspect the Signs after a period of storage prior to the delivery to Site. The *Contractor* shall be given two days' notice of, and shall facilitate, these inspections

When delivered to the NTLC, any ancillary items shall be supplied palletised on UK standard pallets. Signs should be provided with feet which will allow the Sign to stand of its own accord and with removable wheels. Pallets will become the property of the *Employer*. Sign feet and wheels will remain the property of the *Contractor* but will be loaned until no longer required, at no additional cost, upon request to the *Employer*.

The unit charge for delivery in the Price List shall be fully inclusive of all *Contractor* costs. For the avoidance of doubt this shall include all associated labour, subsistence and insurance for the full value of the Signs being transported.

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## Supply, installation and commissioning

The *Contractor* will be responsible for supply, installation and commissioning the Signs at locations nominated by the *Employer*. Details of Sign numbers, locations for delivery and installation will be defined through Task Orders issued by the *Service Manager*.

Signs supplied under this service shall be accompanied by a structural design statement, in accordance with BD2/12, and design and certification check covering the Sign enclosure. It shall also take into account Interim Advice Note (IAN)124/11 (Use of Eurocodes for the Design of highway structures) which will be supplied to the scheme for approval 1 month prior to installation.

The *Contractor* shall submit to the build classes for (but not limited to): wind load, dynamic snow pressure, deflection by bending, torsion deflection and point load. Scheme approval is required prior to installation at the specific Sites.

Prior to the commencement of installation of message signs, the infrastructure necessary for the installation of the system will have been installed and prepared throughout the Site by Others. It shall be the responsibility of the *Contractor* to satisfy themselves that the infrastructure required for the installation of the Signs is safe and meets the necessary standards.

It is therefore the responsibility of the *Contractor* to ensure that where the signs are to be mounted onto new infrastructure that the installed infrastructure is suitable and ready for the sign to be installed. Should the infrastructure not have been designed and built in line with the specifications then the *Contractor's* responsibility will only be to identify this and detail what modifications will be required to allow the signs to be installed. For the avoidance of doubt, any costs involved in the modification of structures which have not been built in line with the mounting requirements detailed in the V3 specification will not be the responsibility of the *Contractor*.

It is the responsibility of the *Contractor*, at no additional cost to the *Employer*, to liaise with the *Service Manager*, to ensure that all infrastructure supplied by Others that is required for their Signs to function correctly is present and correct. The *Contractor* should arrange to attend Site and carry out any inspections and surveys necessary to ensure all infrastructure is present prior to attending Site to install the Signs. Any costs incurred by delays to installation, or commissioning, due to infrastructure not being present or suitable shall be the responsibility of the *Contractor* unless evidence is presented demonstrating that the failure is outside of their control.

The *Contractor* shall be responsible for the design, type approval, compatibility, correct integration and operation of all Signs of their supply with associated infrastructure and equipment as well as with the *Employer's* present and future (CHARM) control systems including HADECs3 at no additional cost to the *Employer*.

The *Contractor* will assist where necessary with the commissioning of the supplied Signs onto the NRTs network and integration into the NMCS2 infrastructure.

The location and arrangements of all Signs, cables and materials shall be to the approval of the *Service Manager*.

The *Contractor* shall implement the requirements of the Task Order and provide all plant, suitably qualified labour, materials, equipment and transport to enable all aspects of installation and commissioning.

The Signs may be required to be installed during the daytime, night time, or weekends on the *Employer's* network, which may be open to traffic, as directed by the *Service Manager*. The charges included in the Price List for installation shall be fully inclusive. Separate charges shall be provided for two time periods: standard time and non-standard time. Standard time hours are defined as 8am to 6pm Monday to Friday excluding Bank Holidays. Non-Standard time hours shall be all other hours outside this period. If the installation is part standard time and part non-standard time, the total charge applied will be pro-rata the two charges. A third charge will be when the work can be completed remotely from the operational Site such as scheme assembly facilities or gantry fabricators premises. The *Contractor* is to note that on the approach to and over bank holidays traffic management may not be allowed on the network.

In order that the *Service Manager* may satisfy themselves that the work described in the Task Order is being properly carried out, the *Contractor* shall make available without further charge, the full use of their vehicles, crew and other plant and labour as may be required by the *Service Manager*, to enable supervisory inspections to be made whilst work is in progress or immediately after completion of the said work. This charge shall be included in the installation charges in the Price List.

The *Contractor* shall provide an optional Equipment Configuration Plug (AKA Address Plug) programming service, the costs for which will be entered in the Price List as part of the installation costs and itemised individually in the installation cost breakdown.

## **Environmental requirements**

### **Sustainable Solutions**

The *Employer* has a strategic goal to 'Deliver Sustainable Solutions', and as such the *Contractor* is requested to adopt sustainability principles in relation to the delivery of version 3 Signs such that:

- Resources are used efficiently, including:
  - o Reduction in material consumption
  - o Implementation and promotion of energy saving procedures

- The impact on the environment is mitigated, including:
  - o Implementation and promotion of a reduction in waste
  - o Implementation and promotion of the re-use and recycling of materials
  - o Effective use and application of design objectives/principles, (e.g. energy efficiency) to prevent negative impact on the environment
  - o Implementation and promotion of a reduction in carbon emissions.

### **Maintenance Handover**

The *Contractor* shall comply with the requirements of MCH 1349 and provide the *Service Manager* or their delegated representative as detailed in the Task Order with all the necessary supporting documentation electronically to support successful handover of all Signs into maintenance prior to acceptance by the *Service Manager*.

### **Business Continuity and Disaster Recovery**

The *Contractor* will be responsible for preparing, maintaining and enacting business continuity procedures that will allow the service to continue as normal.

If the *Contractor* needs to enact a business continuity procedure they will inform the *Service Manager* immediately and confirm the plan to resume business as usual.

### **Rescheduled Works**

If the *Service Manager* provides notice to the *Contractor* that Installation Work under a Task Order is rescheduled with less than 48 hours' notice, then this shall be treated as a compensation event. Should notification be given with more than 48 hours' notice then this shall not be treated as a compensation event but a planned change to the Task Order programme.

If the Police or a Highways England Traffic Officer order all Installation Work to stop, and the offside lanes or hard shoulders re-opened to traffic, and the *Service Manager* confirms that there are no alternative areas of work available to the *Contractor* then this shall be a compensation event.

During any stop the *Contractor* shall remain on Site, available for a resumption of work, unless it is confirmed by the *Employer* or *Service Manager* that no further work will be possible.

### **Noise Control**

The *Contractor* shall follow the guidelines defined in the Control of Pollution Act (Amendment) 1989, and in BS 5228-2:2009 (Code of practice for noise and vibration control on construction and open Sites, especially Part 1 (Noise)).

### **Abatement of Nuisance**

The *Contractor* shall carry out any activities so as to cause the minimum of nuisance and inconvenience to the general public and to the owners and occupiers of property.

### **Record Drawings**

The *Contractor* shall keep a daily record in duplicate on drawings of all work carried out as it proceeds. One copy shall be kept available for the use of the *Service Manager*, during the Installation and shall upon completion of the Task Order be handed to the *Service Manager* in electronic format for record purposes.

### **Energy Efficiency**

The *Contractor* complies with PPN7/24 entitled “Implementing Article 6 of the Energy Efficiency Directive

- in Providing the Service, and
- in the purchase of new product for use by *Contractor* partially or wholly for the purpose of Providing the Service comply with the standard for products in Directive 2012/27/EU.

The *Contractor* demonstrates to the *Service Manager* how, through Providing the Service, any new products purchased by the *Contractor* for use partially or wholly for the purpose of Providing the Service complies with the requirements of Procurement Policy Note 7/14 entitled “Implementing Article 6 of the Energy Efficiency Directive”.  
<https://www.gov.uk/government/publications/procurement-policy-note-0714-implementing-energy-efficiency-directive-article-6>

### **SI 210 Confidentiality**

In Providing the Service the *Contractor* complies with the *Employer’s* confidentiality and publicity restrictions, which are:

- The *Contractor* seeks the approval of the *Service Manager* before undertaking any publicity linked with the provision of this *service*
- The *Contractor* seeks the approval of the *Service Manager* before using any of the *Employer’s* brandings or logos and must always adhere to any advised policies on their use.
- The *Contractor* makes the *Service Manager* immediately aware of any event that could lead to unexpected publicity of the *service* and the *Employer* during the *service period*.

### **SI 211 Conflict of Interest**

The *Contractor* does not take an action which would cause a conflict of interest to arise in connection with this contract. The *Contractor* notifies the *Service Manager* if there is any uncertainty about whether a conflict of interest may exist or arise.

The *Contractor* notifies his employees and Subcontractors (at any stage of remoteness from the *Employer*), and ensures any Subcontractor informs its employees, who are Providing the Service, that they do not take an action which would cause an actual or potential conflict of interest to arise in connection with the *services*.

The *Contractor* ensures that any employee and that any Subcontractor (at any stage of remoteness from the *Employer*) ensures any of its employees, who are Providing the Service, completes a declaration of interests in the form set out in [Appendix F](#). The *Contractor* issues to the *Service Manager* any completed declaration of interests.

The *Contractor*

- procures any Subcontractor (at any stage of remoteness from the *Employer*) immediately notifies the *Contractor* and *Service Manager* if there is any uncertainty about whether a conflict of interest may exist or arise and
- immediately notifies the *Service Manager* if there is any uncertainty about whether a conflict of interest may exist or arise.

If the *Contractor* or Subcontractor (at any stage of remoteness from the *Employer*) notifies the *Service Manager*, the *Service Manager* may

- require the *Contractor* to stop Providing the Service until any conflict of interest is resolved,
- require the *Contractor* to submit to the *Service Manager* for acceptance a proposal to remedy the actual or potential conflict of interest.

A reason for not accepting the submission is that it does not resolve any conflict of interest. The *Contractor* amends the proposal in response to any comments from the *Service Manager* and resubmits it for acceptance by the *Service Manager*. The *Contractor* complies with the proposal once it has been accepted.

### **SI 212 Data Protection**

Refer to Appendix G

### **SI 215 Security and protection of the Affected Property**

In Providing the Service the *Contractor* complies with the *Employer's* security requirements for each Site. It shall be the *Contractor's* responsibility to liaise with the *Service Manager* to identify the relevant security requirements for each Site.

### **Protection of Existing Structures and Services**

The *Contractor* will be held responsible for any damage they may cause to any part of the existing motorway infrastructure and all costs or repairs and/or renewal thereof shall be the responsibility of the *Contractor*.

### **SI 220 Security and identification of people**

The *Contractor* carries out basic security checks on his employees and *Subcontractors* before they are involved in providing the *service*.

The *Contractor* completes the *Employers* Base Line Checks for all engineers involved in the provision of this *service*.

### **SI 225 Protection of the Affected Property**

The *Contractor* carries out the specific requirements for the protection of Affected Property.

It shall be the responsibility of the *Contractor* to identify and adhere to these requirements as detailed by the *Service Manager*.

### **SI 230 Protection of work on the Affected Property**

The *Contractor* carries out the specific requirements for the protection of work on the Affected Property. It shall be the responsibility of the *Contractor* to identify and adhere to these requirements as detailed by the *Service Manager*.

### **SI 235 Condition Survey**

The *Contractor* carries out condition surveys and any associated reinstatement works.

### **New and existing Structure/Gantry Interface**

Where the Signs are to be installed on new structures/gantries, it shall be the *Contractor's* responsibility to ensure that the product fits and all the required approvals are in place prior to installation.

The *Contractor* shall be responsible for the modification and the costs of any modification to mounting hardware where this is necessary, including the provision and installation of enclosure plates. This includes obtaining all required technical approvals.

Where the Signs are to be installed on legacy structures/gantries the *Contractor* shall not be responsible for any modifications to the structure, but must collaborate with the scheme(s) to ensure efficient and correct installation on a first-time basis.

It shall be the *Contractor's* responsibility to ensure that the *Service Manager* has

been provided with all requirements for the mounting and installation of the relevant Signs in line with the agreed delivery plan.

The *Contractor* carries out Condition surveys and any associated reinstatement works. The *Contractor* shall be responsible for the repair of any damage caused by his works to *Employer's* infrastructure. This includes but is not limited to, cables, carriageway, drainage works and gantry structure.

#### **SI 245 Consideration of Others**

The *Contractor* is to restrict work to avoid disturbance to the general public or occupiers to adjacent premises including Affected Property

The *Contractor* is to adhere to any scheme requirements to restrict work to avoid disturbance to the general public or occupiers to adjacent premises including Affected Property

#### **SI 255 Control of *Contractor's* Personnel**

The *Contractor* shall be responsible for identifying, and complying with, any Site-specific requirements for the control of their personnel from the *Service Manager*. The *Contractor* will be required to arrange access to site through the Principal Contractor for the M4 scheme and the *Service Manager* will facilitate this.

#### **SI 260 Cleanliness**

The *Contractor* shall be responsible for identifying, and complying with, any Site-specific requirements for keeping work areas clean and tidy from the *Service Manager*.

#### **SI 265 Waste Materials**

The *Contractor* shall be responsible for the removal and disposal of any waste generated by their works. The *Contractor* shall ensure that all recyclable materials are recycled.

#### **SI 270 Deleterious and Hazardous Materials**

The *Contractor* shall be responsible for identifying, and complying with, any Site-specific requirements or restrictions for the use of deleterious and hazardous materials.

#### **SI 300 Contractor's Design**

The *Contractor* shall be totally responsible for the design, compatibility, correct integration and operation of all goods of their supply with associated infrastructure and equipment as well as with the Highways England control systems. This includes

the design of any modification to existing structures where this is necessary including the provision and installation of enclosure plates. For the avoidance of doubt the requirement would be to provide detailed requirements for any modifications necessary to these existing structures to allow the installation of the signs. The modifications and costs associated with these modifications will not be the responsibility of the *Contractor*.

### **SI 310 *Employer's* requirements**

In addition to the requirements at 23.1 of the *conditions of contract* the *Contractor* is to design the version 3 Signs and carry out the installation of said Signs compliant with the following standards:

**TR2607**

**TR2608**

**MCH 1349** Operational and Maintenance Requirements for Technology Systems and Equipment

**MCH 1959** NRTS compatibility

**MCH 1514** Code of Connection

**TR 2597** Generic Roadside Device Requirements for Remote Access

**TR1100**

All current versions of these documents are available on the TSS Plans Registry. It shall be the responsibility of the *Contractor* to ensure that they are working to the current issue of the relevant documents.

Some of the referenced standards have been produced prior to the change from the Highways Agency to Highways England. As such any reference within the documents to the "Highways Agency" should be read as Highways England.

The *Contractor* shall provide detailed requirements traceability documentation detailing how each of the requirements of the standards listed is to be met by the Signs. This documentation will be kept updated during the life of the service to include all updates to the Signs, including but not limited to; any software updates, additional functionality or changes in components.

### **SI 400 The *Contractor's* Plan**

#### **SI 405 Plan requirements**

In addition to the requirements at 23.1 of the *conditions of contract*, in liaison with the *Service Manager*, the *Contractor* shall produce and maintain a delivery plan detailing

how the delivery dates for the scheme(s) shall be met and this shall be reviewed at project progress meetings.

The *Contractor* shall liaise and co-ordinate their work with the *Service Manager* throughout the duration of the Task Order to ensure that the delivery plan is aligned with the scheme detailed.

#### **SI 410 Methodology Statement**

The *Contractor* shall provide a method statement detailing their process to arrive at a delivery plan in liaison with the *Service Manager*.

#### **SI 415 Work of the *Employer* and Others**

The *Contractor* is to attend as required pre-installation co-ordination meetings with the *Service Manager* and Principal Contractor for the scheme.

#### **SI 420 Information required**

The *Contractor* is to provide an detailed programme of works with within 21 days of Contract.

#### **SI 500 Quality Management**

##### **SI 510 Quality Statement**

The *Contractor* shall provide a Quality Statement detailing the complete process from design through to installation and commissioning. This shall clearly demonstrate how the Signs and installation processes comply with the required specifications. In addition, it will demonstrate how the *Contractor* quality checks all aspects of the manufacture and installation to ensure the products will remain safe and serviceable throughout their expected 15-year service life.

The *Contractor* keeps a controlled copy of the Quality Statement available for inspection at all times by the *Service Manager*.

The *Contractor* keeps a controlled copy of the Quality Statement available for inspection at all times by the *Service Manager*.

##### **SI 515 Quality Management System**

The *Contractor* provides the *Employer*, within the period stated in the Contract Data, with a quality plan for acceptance. The quality plan complies with the requirements stated in the Service Information.

The *Contractor* complies with an instruction from the *Employer* to the *Contractor* to correct a failure to comply with the quality plan.

The *Contractor* Provides the Service under a quality management system which

- complies with BS EN ISO 9001:2008 (or the current standard that replaces it),
- incorporates an environmental management system consistent with ISO 14001 (or current standard that replaces it),
- has third party certification from a an accreditation body approved by the applicable national member of the European Co-operation on Accreditation or is operating in preparation for accreditation within 12 months of the Contract Date; and
- includes processes for delivering continual improvement following the guidance in ISO 9004 or any equivalent standard which is generally recognised as having replaced it and
- complies with good industry practice.

The quality plan incorporates the proposals in the Quality Statement and is sufficiently detailed to demonstrate how the *Contractor* will achieve each of the commitments in the Quality Statement and meet the *Employer's* objectives for the contract.

The *Employer* notifies the *Contractor* if he considers that the quality plan does not comply with the requirements of this contract. Following such notification the *Contractor* reviews the quality plan and reports to the *Employer* setting out his proposed changes. If the *Employer* accepts the proposals the quality plan is changed.

The *Employer* may carry out audits of the *Contractor's* quality management system from time to time. The *Contractor* allows access at any time within working hours to any place where he or any Subcontractor carries out any work that relates to this contract for the *Employer* to carry out audits, to inspect work and materials and generally to investigate whether the *Contractor* is performing his obligations under this contract. The *Contractor* provides all facilities necessary to allow such audits and inspections to be carried out.

Following notification of a Defect, the *Contractor* submits to the *Employer* for acceptance the corrective and preventative action that he proposes to take to deal with the nonconformity. The *Contractor* does not take action to deal with the nonconformity until the *Employer* has accepted his proposals.

Within one week of the *Contractor* submitting the proposed corrective and preventative action to him for acceptance, the *Employer* either accepts the proposal or notifies the *Contractor* of his reason for not accepting it. A reason for not accepting the proposed action is that

- it does not take action required to ensure that nonconformities do not recur or

- it does not comply with the Service Information.

If the *Employer* does not accept the proposed action, the *Contractor* submits a revised proposal to the *Employer* for acceptance within one week.

The *Contractor* corrects nonconformities and takes action to eliminate the causes of actual or potential nonconformities within a time which minimises the adverse effect on the *Employer* or Others and in any event before carrying out any operation the same or similar as that in respect of which the nonconformity occurred.

The *Contractor* notifies the *Employer* when the proposed actions have been taken and provides with his notification verification that the defective part of the service has been corrected.

Except where otherwise directed; all materials, workmanship, designs and assessments are to comply with the *Employer's* standards and procedures current at the Contract Date or, for *Contractor* designed elements, the time the relevant design certificate is signed.

If a standard or procedure subsequently changes, the *Contractor* complies with the revised standard or procedure if instructed to do so by the *Service Manager*.

### **SI 600 Tests and inspections**

In addition to the requirements at 40.1, 40.2, 40.3 and 41.1 of the *conditions of contract* the *Contractor* is to adhere to the testing requirements detailed below:

#### **Factory Acceptance Testing**

The *Contractor* shall carry out testing to demonstrate the functionality of each of the Sign types to be supplied. The *Contractor* shall submit the proposed testing methodology to the *Service Manager* for review prior to carrying out the required testing. The *Service Manager* reserves the right to witness the Factory Acceptance Testing (FAT).

#### **Initial Sign Integration Testing**

In addition to the Factory Acceptance Testing the *Contractor* shall carry out integration testing of each Sign type at the *Employer's* "Test and Innovation Centre" (TIC). This testing will demonstrate that the Signs can successfully integrate with the *Employer's* other systems as required by the *service*. The *Contractor* shall submit the proposed testing methodology to the *Service Manager* for review prior to carrying out the required testing.

#### **HADECS3 Testing**

The *Employer* will arrange for HADECS3 testing to be carried out at a location to be arranged. The *Contractor* will transport the Signs for testing to a location of the *Employer's* choice within England and set up and commission the Signs to be tested as required. The *Contractor* shall provide any necessary cabling required to commission and operate the equipment. The *Contractor* shall operate the equipment

to facilitate the required testing to approve the functionality of the HADECs3 cameras with the Signs.

Should it be shown that any failure in functionality of the HADECs3 system with the Signs is due to non-compliance of the sign under test then it will be the responsibility of the *Contractor* to modify the sign and pay for re-testing.

Testing may be carried out in both daytime and night-time. The *Contractor* should allow for a test period of 48 hours per sign.

### **Commissioning Testing**

Upon the completion of installation, the *Contractor* shall carry out Commissioning tests to ensure that both the individual components and complete systems are correctly aligned and operational to the requirements of the Task Order.

The *Contractor* shall carry out commissioning works to the satisfaction of the *Service Manager* as follows:

- a) Locally commission each Sign in accordance with the *Contractors'* local Site test sheets.
- b) Carry out local Site Acceptance Tests (SAT) of all Signs in accordance with the SAT sheets provided. The SAT will be witnessed by the *Service Manager*.
- c) Retest each Sign Site from the appropriate longitudinal communication cable cabinet on the HATMS cabling as directed by the *Service Manager*.
- d) Commission the Signs over the HATMS IP transmission circuit with Sign equipment connected (where required) at times to be agreed with the NRTS to confirm connectivity with the in-station over the NRTS network. The *Contractor* shall work with NRTS and the Site data team to identify the cause of any issues should they arise.
- e) System SAT of Sign at times to be agreed with the *Service Manager*.

The *Contractor* shall provide electronic copies of the results, records and certificates signed by approved personnel for the approval of the *Service Manager*.

SATs and Inspections shall be carried out in accordance with TR1100.

Before commencement of testing and inspection the *Contractor* shall submit for approval, to the *Service Manager*, their proposals for all test and inspection methods, CVs of the proposed personnel to be used to carry out the work and procedures including associated schedules and proforma for the recording of all results.

Any Signs installed by the *Contractor* shall, as part of the SAT, have its hardware and software updated to the current version and the configuration checked against the requirement.

The *Contractor* shall ensure that a suitably qualified and experienced Engineer with knowledge of the Driver (Hardware and Firmware) and associated optical components is in attendance on Site during Commissioning and Site Acceptance Works. Any costs incurred by the scheme due to a failure to complete the commissioning by the *Contractor* on the scheduled date, will be the responsibility of the *Contractor* unless due to factors outside of the *Contractors* control, such as

extreme weather events not covered by the Sign specifications or requirements. These costs will be deducted from payments due to the *Contractor*.

The charges for all testing shall be included in the installation charges as defined in the Price List.

The display of messages during commissioning and Site acceptance testing shall be agreed with the *Service Manager*.

Should any aspect of the Sign or system fail the Tests or Inspections the *Contractor* shall carry out remedial works as necessary and re-submit for acceptance testing to meet the requirements of the documentation submission procedures and the Task Order.

Before any installation is placed in service, the *Service Manager* shall issue a Site Acceptance Certificate to the *Contractor* to confirm that all tests have been satisfactorily completed. Maintenance of the installation will then be the responsibility of the Regional Technology Maintainer. This shall in no way affect the *Contractor's* responsibilities under warranty.

#### **SI 600 Tests and Inspections**

##### **SI 605 Tests and inspections**

It shall be the responsibility of the *Contractor* to co-ordinate with the scheme sponsor to schedule all testing and inspections in line with the project deadlines. Any costs incurred due to a failure of the *Contractor* to carry out any arranged testing or inspection will be the responsibility of the *Contractor*

##### **SI 620 *Service Manager's* procedures for inspections and watching tests**

The *Contractor* shall be responsible for identifying, and complying with, any scheme-specific procedures for inspections and testing.

##### **SI 700 Management of the *service***

##### **SI 705 Management of team - Others**

Not Used

##### **SI 710 Communications**

##### **Inception meeting**

The *Contractor* shall attend an inception meeting with the *Service Manager* within one week of the Contract Date at a mutually agreed location. At the inception meeting the programme of work shall be agreed.

### **Monthly Progress reports**

The *Contractor* shall provide a monthly progress report in electronic format to the *Service Manager* three working days prior to the end of the month. It shall contain as a minimum:

- All activities undertaken by the *Contractor* in the preceding month;
- A summary of time and cost invoiced;
- Plan as detailed in SI 400;
- A summary estimate of time and cost expected in the next month
- Any issue raised

### **Monthly Progress Meetings**

The *Contractor* shall attend monthly progress meetings at a location, time and date agreed with the *Employer*. The precise dates, times and location shall be agreed at the inception meeting.

Attendees for the *Contractor* shall include, as a minimum, the contract manager. Other personnel shall attend on agreement with the *Service Manager*.

The *Contractor* shall produce the agenda at least 5 working days prior to the progress meeting, and produce the minutes to all attendees within 5 days after the progress meeting. The *Service Manager* shall chair the meeting.

### **SI 715 Payment provisions financial reporting**

#### **Service Manager's Annual Planning**

If requested the *Contractor* assists the *Service Manager* in preparing its Annual Commercial Plan for each Financial Year.

#### **Monthly Spend Forecasting**

The *Contractor*:

- provides the *Service Manager* with a Monthly Spend Forecast
- provides additional forecasts or estimates and/or further information within 14 days of being requested to do so by the *Service Manager*

#### **Cost Capture**

The *Contractor* records cost and submits the records in a format and at intervals to be agreed with the *Service Manager*.

#### **Invoicing**

At the same time as submitting invoices, the *Contractor* submits all the supporting information required by the *Service Manager* to demonstrate how the amount stated as due in each invoice has been assessed.

### **SI 900 Services and others things to be provided**

#### **SI 905 Services and other things for the use of *the Employer, Service Manager* or *Others* to be provided by the *Contractor***

The *Contractor* shall make available to the *Service Manager* the full use of their vehicles, crew and other plant and labour as may be required by the *Service Manager* to enable supervisory inspections to be made whilst work is in progress or immediately after completion of the contract.

#### **SI 910 Services and other things for the use of *the Employer***

The *Employer* will arrange for the *Contractor* to have access to a couple of desks within the main scheme compound facility. The *Contractor* will be required to comply with the required safety inductions prior to using the facility.

#### **SI 915 Access to information at the end of the *service period***

In addition to the requirements of 70.2 of the *conditions of contract* the *Contractor* shall provide all records relating to the *service* and any supplied Signs as requested by the *Employer*.

### **SI 1000 Health and Safety**

The Signs supplied, installed, commissioned, and warrantied under this *service* are to be installed on or adjacent to live Motorways and trunk roads operated by *Employer* in accordance with the requirements of this Service Information.

Not all Sites have vehicle hard-standing adjacent to the hard-shoulder. It is emphasised that the *Contractor* will be working in a hazardous environment. The *Contractor* should make themselves familiar with IAN 115 Guidance for Works on the Hard Shoulder and Road Side Verges.

#### **SI 1005 Health and Safety Requirement**

SI1005.1 The *Contractor* complies with *Employer's* Interim Advice Note 128/15AR Highways England Supply Chain Health and Safety Incident Reporting ("**IAN 128**"), or its later update or replacement, including any time periods required by IAN 128. If no time period is specified in IAN 128 the period of reply applies unless agreed otherwise by the *Service Manager*.

SI 1005.2 If any incident occurs that the *Contractor* considers is not within the remit of IAN 128 then the *Contractor*

- notifies the *Service Manager* of the incident and

- reports the incident as if the incident was in the remit of IAN 128 if required by the *Service Manager*.

SI 1005.3 Any document that would otherwise fall to be disclosed by the *Contractor* to the *Employer* may be withheld by the *Contractor* provided the *Contractor's* legal advisor confirms to the *Service Manager* that the document is

- a confidential communication between the *Contractor* and its legal advisor for the purposes of seeking or giving legal advice that the legal advisors would normally expect to be given legal privilege in the normal course of its business with the *Contractor* or
- a confidential communication between the *Contractor* or its legal advisors and third party where the communication came into existence with the dominant purpose of being used in connection with contemplated, pending or actual litigation in adversarial proceedings (as opposed to investigations or fact finding inquiries).

#### **SI 1010 Method statements**

Not used

#### **SI 1015 Legal requirements**

It is the responsibility of the *Contractor* to ensure that current Health and Safety and Highway legislation is adhered to whilst fulfilling their obligations a) under contract, b) the requirements of this specification and c) carrying out works on Motorway Sites. No relaxations of Motorway regulations are either given or implied by *Employer* to the *Contractor*.

The Construction Design and Management (CDM) Regulations 2015 are to be applied and complied with in full. Highways England as customer will satisfy themselves that the preferred bidder is competent to undertake those duties.

#### **SI 1020 Inspections**

The *Employer* reserves the right to inspect the Health and Safety Policy and documentation at any time. The *Contractor* shall co-operate within reason.

### **SI 1100 Subcontracting**

The *Contractor* may subcontract work using an NEC contract. Any restrictions on the *Contractor* subcontracting work need to be set out.

The TSC does not provide for nomination of Subcontractors, for the reasons explained in the NEC3 Engineering and Construction Contract Guidance Notes. Alternatives to achieve similar objectives are

- make the *Contractor* responsible for all work; he may then subcontract parts and the *Service Manager* retains some control over the identity of the Subcontractors using TSC clause 26 or
- provide for separate contracts, with the *Service Manager* managing the time and physical interfaces between them.

### **SI 1105 Restrictions or requirements for subcontracting**

SI.1105.1 The *Contractor* ensures that all subcontracts (at any stage of remoteness from the *Employer*) contain requirements similar to SI1005.1 to SI1005.2

SI1105.2 The *Contractor* does not

- appoint a Subcontractor or
  - allow a Subcontractor to appoint a sub-subcontractor (at any stage of remoteness from the *Employer*)
- until the *Contractor* has demonstrated to the *Service Manager* that the subcontract (at any stage of remoteness from the *Employer*) complies with SI1105.1.

### **SI 1110 Acceptance procedure**

If Subcontractors are used then the *Contractor* shall use an NEC form of contract or submit a proposed alternative to the *Service Manager* for acceptance.

The *Contractor* submits the name of each proposed Subcontractor to the *Service Manager* for acceptance. The *Contractor* does not appoint a proposed Subcontractor until the *Service Manager* has accepted him. Failure by the *Contractor* to follow an acceptance procedure will be treated as *Disallowed Cost*.

### **SI 1200 Acceptance or procurement procedure (Option C & E)**

Not Used

### **SI 1400 Parent Company guarantee**

The *Employer* may ask the *Contractor* for a Parent Company Guarantee at any point during the contract if required. If the *Contractor* is asked to complete a PCG refer to Appendix C.

### **SI 1600 Work call off arrangements**

Not Used

### **SI 1700 Task Order (Option X19)**

#### **SI 1705 Programme requirements**

Programme requirements will be clearly defined by the *Service Manager* within each Task Order.

#### **SI 1710 Programme arrangement**

Each Task Order Issued will define as a minimum the following:

- Number of Signs to be supplied,
- location for the Signs to be delivered to,
- Installation requirements and schedule
- Details of any delegation of the responsibilities of the *Service Manager*
- Details of delay damages to be applied to the Task Order

**SI 1720 Work of *Employer* and others**

The *Employer* will provide to the *Contractor* a detailed programme of work for the wider project following appointment.

**SI 1725 Information required**

Not Used

**SI 1730 Revised Programme**

Not Used

**SI 1800 *Employer's* service specifications and drawings**

Not Used

**SI 1810 Drawings**

Not Used

## Appendix A - Insurances

### Service Information Supplementary Insurance Table (Required Insurances)

#### 1. Property "All Risks" Insurance

##### 1.1 Insured

1.1.1 *Contractor*

1.1.2 *Employer*

each for their respective rights and interests in the contract.

##### 1.2 Insured Property

All Message Signs & Signals including and all ancillaries equipment in relation to the supply and warranty of the contract

##### 1.3 Coverage

"All Risks" of physical loss, damage or destruction to the Insured Property (in paragraph 1.2 above), unless otherwise excluded

##### 1.4 Sum Insured

At all times an amount not less than the full reinstatement or replacement value of the Insured Property (in paragraph 1.2 above), plus provision to include cover features and extensions as appropriate.

##### 1.5 Territorial Limits

United Kingdom including offsite storage and during inland transit.

##### 1.6 Period of Insurance

From the starting date until the end of the service period or a termination certificate has been issued

##### 1.7 Cover Features and Extensions

1.7.1 Terrorism.

1.7.2 Professional fees clause.

1.7.3 Debris removal clause.

1.7.4 Seventy two (72) hour clause.

1.7.5 European Union local authorities clause.

1.7.6 Automatic reinstatement of sum insured clause.

1.7.7 Multiple insured clause incorporating the *Employer* as a co-insured party with attendant non vitiation, waiver of subrogation and notice of cancellation provisions.

## Service Information Supplementary Insurance Table (Required Insurances)

### 1.8 Principal Exclusions

1.8.1 War and related perils.

1.8.2 Nuclear/radioactive risks.

1.8.3 Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

1.8.4 Wear, tear and gradual deterioration.

1.8.5 Consequential financial losses.

### 2. **Third Party Public and Products Liability Insurance**

#### 2.1 Insured

2.1.1 *Contractor*

#### 2.2 Interest

To indemnify the Insured (in paragraph 2.1 above) in respect of all sums which the Insured (in paragraph 2.1 above) may become legally liable to pay, (including claimant's costs and expenses) as damages in respect of accidental;

2.1.1 death or bodily injury, illness or disease contracted by any person;

2.2.2 loss or damage to property;

happening during the Period of Insurance (in paragraph 2.5 below) and arising out of or in connection with the contract.

#### 2.3 Limit of Indemnity

Not less than ten million pounds (£10,000,000) in respect of any one occurrence, the number of occurrences being unlimited during the annual period of insurance, but ten million pounds (£10,000,000) in respect of any one occurrence and in the annual aggregate in respect of products or pollution liability (to the extent insured by the relevant policy).

#### 2.4 Territorial Limits

United Kingdom and elsewhere in the world in respect of non-manual visits.

#### 2.5 Period of Insurance

From the starting date until the end of the service period or a termination certificate has been issued

#### 2.6 Cover Features and Extensions

2.6.1 Indemnity to principals clause

2.6.2 Cross liability clause.

### Service Information Supplementary Insurance Table (Required Insurances)

- 2.6.3 Contingent motor vehicle liability.
- 2.6.4 Legal defence costs.
- 2.6.5 Health & Safety at Work Act(s) clause.
- 2.6.6 Data Protection Act clause.
- 2.6.7 Defence appeal and prosecution costs relating to the Corporate Manslaughter and Corporate Homicide Act 2007.
- 2.7 Principal Exclusions
  - 2.7.1 War and related perils.
  - 2.7.2 Nuclear/radioactive risks.
  - 2.7.3 Liability for death, illness, disease or bodily injury sustained by employees of the insured arising out of the course of their employment.
  - 2.7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles.
  - 2.7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
  - 2.7.6 Events more properly covered under a professional indemnity insurance policy.
  - 2.7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessels.
  - 2.7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.
  - 2.7.9 Cyber risks.
- 3. **Policies to be taken out as required by United Kingdom law.**
  - 3.1 The *Contractor* is required to meet its statutory insurance obligations in full. Insurances required to comply with all statutory requirements including, but not limited to, *Employers' Liability Insurance* and *Motor Third Party Liability Insurance*.
  - 3.2 The limit of indemnity for the *Employers' Liability Insurance* shall be any one occurrence inclusive of costs, the number of occurrences being unlimited during the period of insurance or such greater amount as is required by the applicable law for the duration of the Contract or such greater period as is required by law.
  - 3.3 Compulsory insurances to contain an indemnity to principals clause in respect of claims made against the *Employer* arising out of the performance

**Service Information Supplementary Insurance Table (Required Insurances)**

of the *Contractor* of its duties under this Contract.

- 3.4 The insurance shall be maintained from the starting date until the end of the service period or a termination certificate has been issued.

## Appendix B - BPSS Compliance

### Annex A

#### General notes for hiring managers

- You must see original documents, copies are not acceptable.
- All the time you need to check that birth dates, signatures and photos match.
- You must comply with the Data Protection Act. Therefore remember to delete any electronic versions of this form/personal documents and securely destroy paper copies of documents when they are no longer relevant. UK Visas and Immigration provide advice on how long to keep copies of nationality and right to work documents:

[Employers: illegal working penalties - GOV.UK](#)



## Annex B

### Section 1: Application details and identity verification – guidance notes

Generally one document which contains a photo or 2 documents without photos will provide adequate proof of identity.

However not all documents are of equal value, therefore we have listed below some examples of documents that are from reliable sources, difficult to forge and dated. These documents must be current and ideally issued within last 6 months.

#### Good examples of identity documents that contain a photo:

- Current UK photo-card driving licence.
- A current passport. Please include the country of issue in section 1.3 (eg British passport, South African passport)

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

#### Good examples of identity documents without photos include:

- Birth certificate, adoption certificate, gender recognition certificate
- Marriage licence, divorce or annulment papers
- Current full UK driving licence (old 'paper' version)
- A recent utility bill or council tax bill (valid for current year)
- Bank, building society or credit union statement or passbook containing current address
- Current benefit book or card or original notification letter from the DWP confirming the right to benefit.
- Police registration document or HM Forces identity card

#### What to look for:

- The documents shown to you must be originals. If you are unsure, consider comparing them to other examples you may have to hand
- Check that the paper and typeface of the document are similar to any others you may have to hand or may have examined recently
- Examine the documents for alterations or signs that the photograph and/or signature have been removed and replaced.
- Check that any signature on the documents tallies with other examples in your possession. If you're unsure, ask the applicant to sign something in your presence

- Check that details given on the documents corresponds with what you already know about the individual
- Check the date of issue on each document.

### **Young Applicants**

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

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



## Annex C

### Section 2: Nationality and right to work- guidance notes

The current advice from UK Visas and Immigration is available on their website:

[Employers: illegal working penalties - GOV.UK](#)

In addition, please note:

- You must be satisfied that each document produced relates to the individual, and you will need to check that all documents contain the same date of birth, photo and the person's appearance looks the same.
- UK Visas and Immigration provide advice on how long to keep copies of nationality and right to work documents:

[Employers: illegal working penalties - GOV.UK](#)



## Annex D

### European Economic Area (EEA) Countries

Citizens of the United Kingdom, Switzerland or one of the following European Economic Area (EEA) countries, have the right to work in the UK:

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



## Annex E

### Employment history and personal references – guidance notes

- All employment history should be confirmed with previous employers, including overseas appointments (where the applicant was abroad for over 6 months).
- A template to send to previous employers and personal referees can be found in [Annex F](#). However most companies will now only provide official confirmation (on letter headed paper) of when an individual worked for them. This is acceptable.
- Reasonable steps should be taken to ensure that the reference is genuine. References that are handwritten, not on headed paper, contain spelling or grammatical errors or just not convincing for any reason, should be followed up directly with the individual(s) concerned.
- If the applicant has been unemployed, or his previous employer is no longer in business, a personal reference (see below) can be obtained instead. This is not necessary if the period involved is less than 6 months.
- If the applicant has only worked for one organisation in the last 3 years, then one reference from this company is sufficient.
- Where an applicant has been in full time education during the period, confirmation must be obtained from the relevant school or other academic institution.
- Where an applicant has been overseas during the last 3 years, it is sufficient to see the entry visa. Some countries no longer issue exit visas.
- Where a young person has difficulty in providing both evidence of identity and adequate referee coverage, it may be appropriate to obtain both from the same referee.

### Personal references

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



**Annex F**

**Personal reference template**

*You can use this template to send to both previous employers and personal referees. You will need to include a covering letter, explaining that you are requesting this information in relation to the applicant's proposed role in Highways England.*

.....

Dear

**SUBJECT:** \_\_\_\_\_

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

From:

To:

Capacity:

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

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

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

Name:

Signature:

Date:

Address:

Tel No:

Email:

**Appendix C - Form of Parent Company Guarantee**

DATED [●]

**HIGHWAYS ENGLAND COMPANY LIMITED**

as Employer

[●]  
as Guarantor

**PARENT COMPANY GUARANTEE**

relating to a term contract for the provision of  
consultancy services in respect of [ ]

## DATED [●]

## PARTIES

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

## BACKGROUND

- (A) By the Contract, the Employer has employed the Contractor to provide the Services.
- (B) The Guarantor is the ultimate parent company of the Contractor.
- (C) The Guarantor has agreed to guarantee the due performance by the Contractor of his obligations under the Contract in the manner set out in this deed.

## OPERATIVE PROVISIONS

### 1. DEFINITIONS AND INTERPRETATION

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

“**Contract**” means the contract dated [●] between the Employer (1) and the Contractor (2) under which the Contractor has agreed to provide the Services.

“**Contractor**” means [●] (company no [●]) whose registered office is at [●].

“**Insolvency Event**” means the **Contractor** being unable to pay its debts (as defined by Sections 123(1) and 268(1) of the Insolvency Act 1986) or any corporate action, legal proceedings or other procedure or step is taken in relation to:

- (a) suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Contractor other than a solvent liquidation or reorganisation of the Contractor;
  - (b) a composition, assignment or arrangement with any creditor of the Contractor;
  - (c) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of the Contractor or any of its assets; or
  - (d) enforcement of any security over any assets of the Contractor,
- or any analogous procedure or step is taken in any jurisdiction.

“**Services**” means the services to be provided by the Contractor pursuant to the Contract.

- 1.2 The clause headings in this deed are for the convenience of the parties only and do not affect its interpretation.
- 1.3 Words importing the singular meaning include the plural meaning and vice versa.
- 1.4 Words denoting the masculine gender include the feminine and neuter genders and words denoting natural persons include corporations and firms and all such words shall be construed interchangeably.
- 1.5 References in this deed to a clause are to a clause of this deed.
- 1.6 References in this deed to any statute or statutory instrument include and refer to any statutory amendment or re-enactment for the time being in force.

## **2. GUARANTEE**

- 2.1 In consideration of the Employer agreeing to enter into the Contract with the Contractor, the Guarantor irrevocably and unconditionally guarantees and undertakes to the Employer that:
  - a) the Contractor will perform and observe all his obligations under the Contract at the times and in the manner provided in the Contract; and
  - b) in the event of any breach of such obligations by the Contractor, the Guarantor shall procure that the Contractor makes good the breach or otherwise cause it to be made good and shall indemnify the Employer against any loss, damage, demands, charges, payments, liability, proceedings, claims, costs and expenses suffered or incurred by the Employer arising from or in connection with it.
- 2.2 The Guarantor shall also indemnify the Employer against:
  - a) any costs, losses and expenses (including legal expenses) which may be suffered or incurred by the Employer in seeking to enforce and enforcing (i) this Guarantee and/or (ii) any judgment or order obtained in respect of this Guarantee; and
  - b) any loss or liability suffered or incurred by the Employer if any of the obligations of the Contractor under the Contract is or becomes illegal, invalid or unenforceable for whatsoever reason as if such obligations were not illegal, invalid or unenforceable.
- 2.3 Except in the case of an action under clause 2.2 or clause 5, any limitation or defence which would have been available to the Contractor in an action under the Contract shall likewise be available to the Guarantor in a corresponding action under this deed.

## **3 GUARANTOR'S LIABILITY**

- 3.1 The obligations of the Guarantor under this deed are in addition to and independent of any other security which the Employer may at any time hold in respect of the Contractor's obligations under the Contract and may be

enforced against the Guarantor without first having recourse to any such security.

3.2 The obligations of the Guarantor under this deed are in addition to and not in substitution for any rights or remedies that the Employer may have against the Contractor under the Contract or at law.

3.3 The liability of the Guarantor under this deed shall in no way be discharged, lessened or affected by:

- a) an Insolvency Event;
- b) any change in the constitution, status, function, control or ownership of the Contractor or any legal limitation, disability or incapacity relating to the Contractor or any other person;
- c) the Contract or any of the provisions of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
- d) any time given, waiver, forbearance, compromise or other indulgence shown by the Employer to the Contractor;
- e) the assertion or failure to assert or delay in asserting any rights or remedies of the Employer or the pursuit of any right or remedy of the Employer;
- f) the giving by the Contractor of any security or the release, modification or exchange of any such security or the liability of any person; or
- g) any other act, event, omission or circumstance which but for this provision might operate to discharge, lessen or otherwise affect the liability of the Guarantor,

3.4 in each case with or without notice to, or the consent of, the Guarantor and the Guarantor unconditionally and irrevocably waives any requirement for notice of, or consent to, such matters.

3.5 Any decision of an adjudicator, expert, arbitral tribunal or court in respect of or in connection with the Contract and any settlement or arrangement made between the Employer and the Contractor shall be binding on the Guarantor.

#### **4 VARIATIONS TO THE CONTRACT**

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

#### **5 LIQUIDATION/DETERMINATION**

5.1 The Guarantor covenants with the Employer that:

- a) if a liquidator is appointed in respect of the Contractor and the liquidator disclaims the Contract; or
- b) if the Contractor's employment under the Contract is determined for any reason,

the liability of the Guarantor under this deed shall remain in full force and effect.

## **6 WAIVER**

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

## **7 RIGHTS OF GUARANTOR AGAINST CONTRACTOR**

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

## **8 CONTINUING GUARANTEE**

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

## **9 THIRD PARTY RIGHTS**

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

## **10 NOTICES**

- 10.1 Any notice or other communication required under this deed shall be given in writing and shall be deemed to have been properly given if compliance is made with section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962 and the Postal Services Act 2000).

## **11 GOVERNING LAW**

- 11.1 The application and interpretation of this deed shall in all respects be governed by English law and any dispute or difference arising under it shall

be subject to the exclusive jurisdiction of the courts of England and Wales save that any decision, judgment or award of such courts may be enforced in the courts of any jurisdiction.

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

**EXECUTION PAGE**

Executed as a deed by  
**[GUARANTOR]** acting by [*name of*  
*director*] in the presence of: Director

Name of witness:  
Signature of witness:  
Address:

Occupation:

or

Executed as a deed by **[GUARANTOR]** )  
acting by: )  
  
Director  
  
Director/Secretary

**Appendix D - Form of novation agreement**

DATED [●]

HIGHWAYS ENGLAND COMPANY LIMITED  
as Old Employer

[●]  
as New Employer

[●]  
as Contractor

**DEED OF NOVATION**

relating to a term contract for  
the provision of services in respect of [●]

**DATED** [●]

**PARTIES**

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

**BACKGROUND**

- (A) By the Contract, the Old Employer has employed the Contractor to provide the Services.
- (B) [Pursuant to the Contract, the Old Employer has issued Task Order number [●] to the Contractor.
- (C) The Old Employer has agreed (with the consent of the Contractor) to transfer all its rights and obligations in respect of the Task Order to the New Employer and the Contractor has agreed to accept the liability of the New Employer in place of the liability of the Old Employer in relation to the Task Order upon and subject to the terms of this deed, which is supplemental to the Contract

## 1. DEFINITIONS AND INTERPRETATION

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

## 2. NOVATION

- 2.1 The Old Employer and the Contractor release and discharge each other from the further performance of their respective obligations in respect of the Task Order and the Contractor acknowledges and accepts the liability of the New Employer in place of the liability of the Old Employer under the Contract insofar as it relates to the Task Order.
- 2.2 The Contractor undertakes to be bound to the New Employer by the terms of the Contract insofar as it relates to the Task Order in every way as if the New Employer was and always had been a party to the Contract in place of the Old Employer.
- 2.3 The Contractor acknowledges and warrants to the new Employer that it has duly observed and performed and will continue duly to observe and perform all its obligations under the Contract insofar as it relates to the Task Order.

## 3. NEW EMPLOYER'S UNDERTAKING

- 3.1 The New Employer undertakes to be bound to the Contractor by the terms of the Contract insofar as it relates to the Task Order and to perform the obligations on the part of “the Employer” in relation thereto in every way as if the New Employer was and always had been a party to the Contract in place of the Old Employer.

#### 4. PAYMENT OF SUMS DUE

- 4.1 The Contractor and the Old Employer agree that the total amount to be paid by the Old Employer to the Contractor for Services provided under the Contract pursuant to the Task Order prior to the date of this deed is £[●]. The Contractor acknowledges that the Old Employer has paid the sum of £[●] prior to the date of this deed. The balance of £[●] shall be invoiced by the Contractor to the Old Employer and paid by the Old Employer in accordance with the Contract.

- 4.2 The Contractor and the New Employer agree that the New Employer shall be solely responsible (to the exclusion of the Old Employer) for payment of all sums due to the Contractor under the Contract for Services provided after the date of this deed.

- 4.3 [Where, under Clause 2.2 above or under any other contract between the New Employer and the Contractor, any sum of money is recoverable from or payable by the Contractor to the New Employer, such sum may be deducted from or reduced by the amount of any sum then due or which may at any time become due from the New Employer to the Contractor under Clause 4.2 above or under any other contract with any Department or Office of Her Majesty’s Government.]<sup>1</sup>

#### 5. NOTICES

- 5.1 Any notice or other communication required under this deed shall be given in writing and shall be deemed to have been properly given if compliance is made with section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962).

#### 6. GOVERNING LAW AND DISPUTES

- 6.1 The application and interpretation of this deed shall in all respects be governed by English law and any dispute or difference arising under this deed shall be subject to the jurisdiction of the English courts.

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

---

<sup>1</sup> Delete if not novated to a Department or Office of Her Majesty’s Government

**APPENDIX E - FORM OF NOVATION AGREEMENT (FOR USE WHEN A TASK ORDER IS TO BE NOVATED).**

**Novation Agreement –**

DATED [●]

HIGHWAYS ENGLAND COMPANY LIMITED as Old Employer

[●]  
as New Employer

[●]  
as Contractor

**DEED OF NOVATION**

relating to a task order under a contract for  
the provision of a service in respect of [●]

**DATED**

**PARTIES**

- (1) **Highways England Company Limited ( a company incorporated in and in accordance with the laws of England, having as its registered number 09346363) of Bridge House, 1 Walnut Tree Close, Guildford, Surrey, GU1 4LZ. (the “Employer”)**
- (2) **[insert details of replacement authority] (the “New Employer”)**
- (3) **[●] (company no [●]) whose registered office is at [●] (the “Contractor”)**

**BACKGROUND**

- (A). By the Contract, the Old Employer has employed the Contractor to Provide the Service.
- (B). Pursuant to the Contract, the Old Employer has issued Task Order number [●] to the Contractor.
- (C). The Old Employer has agreed (with the consent of the Contractor) to transfer all its rights and obligations in respect of the Task Order to the New Employer and the Contractor has agreed to accept the liability of the New Employer in place of the liability of the Old Employer in relation to the Task Order upon and subject to the terms of this deed, which is supplemental to the Contract.

## **OPERATIVE PROVISIONS**

### **1. DEFINITIONS AND INTERPRETATION**

- 1.1. Unless the contrary intention appears, the following definitions apply:
- “**Contract**” means a contract for the provision of *services* formed by the Old Employer and the Contractor dated [●] and includes any later additions, amendments or variations to the Contract.
- “**Task Order**” means Task Order Number/ reference [●]
- 1.2. The clause and paragraph headings in this deed are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
- 1.3. Words in this deed denoting the singular include the plural meaning and vice versa.
- 1.4. References in this deed to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force, and references to a statute include statutory instruments and regulations made pursuant to it.
- 1.5. Words in this deed importing one gender include both other genders and may be used interchangeably, and words denoting natural persons, where the context allows, include corporations and vice versa.

### **2. NOVATION**

- 2.1. The Old Employer and the Contractor release and discharge each other from the further performance of their respective obligations in respect of the Task Order and the Contractor acknowledges and accepts the liability of the New Employer in place of the liability of the Old Employer under the Contract insofar that it relates to the Task Order.
- 2.2. The Contractor undertakes to be bound to the New Employer by the terms of the Contract insofar as it relates to the Task Order in every way as if the New Employer was and always had been a party to the Contract in place of the Old Employer.
- 2.3. The Contractor acknowledges and warrants to the New Employer that it has duly observed and performed and will continue duly to observe and perform all its obligations under the Contract insofar as it relates to the Task Order.

### **3. NEW EMPLOYER'S UNDERTAKING**

- 3.1. Subject to 4.1, the New Employer undertakes to be bound to the Contractor by the terms of the Contract insofar as it relates to the Task Order and to perform the obligations on the part of the *Employer* under the Contract in every way as if the New Employer was and always had been a party to the Contract in place of the Old Employer.

### **4. PAYMENT OF SUMS DUE**

- 4.1. The Contractor and the Old Employer agree that the total amount to be paid by the Old Employer to the Contractor for a service provided under the Contract pursuant to the Task Order prior to the date of this deed is £[●]. The Contractor acknowledges that the Old Employer has paid the sum of £ [●] prior to the date of this deed. The balance of £ [●] shall be invoiced by the Contractor to the Old Employer and paid by the Old Employer in accordance with the Contract.
- 4.2. The Contractor and the New Employer agree that the New Employer shall be solely responsible (to the exclusion of the Old Employer) for payment of all sums due to the Contractor under the Contract pursuant to the Task Order for the service provided after the date of this deed.
- 4.3. [Where, under Clause 2.2 above or under any other contract between the New Employer and the Contractor, any sum of money is recoverable from or payable by the Contractor to the New Employer, such sum may be deducted from or reduced by the amount of any sum then due or which may at any time become due from the New Employer to the Contractor under Clause 4.2 above or under any other contract with any Department or Office of Her Majesty's Government.]

## 5. NOTICES

- 5.1. Any notice or other communication required under this deed shall be given in writing and shall be deemed to have been properly given if compliance is made with section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962 and the Postal Services Act 2000).

## 6. GOVERNING LAW AND DISPUTES

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

**EXECUTION PAGE**

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

*OPTION 1a [execution by Highways England  
under seal]* )  
)  
)

Executed as a deed for and on behalf of  
**HIGHWAYS ENGLAND COMPANY LIMITED**  
by affixing his common seal in the presence  
of

Director

Director/Secretary

*OPTION 1b [execution by Highways England  
under seal]* )  
)

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

Authorised Signatory

Authorised Signatory

OPTION 2a Executed as a deed by )  
**HIGHWAYS ENGLAND COMPANY LIMITED** )  
acting by:

Director

Director/Secretary

OPTION 2b Executed as a deed by )  
**HIGHWAYS ENGLAND COMPANY LIMITED** )  
acting by:

Authorised Signatory

Authorised Signatory

Executed as a deed by **[NEW EMPLOYER]** in  
the presence of:

Authorised Signatory

Authorised Signatory

Executed as a deed by **[CONTRACTOR]** in )  
the presence of: )

Director

Director/Secretary

## Appendix F - Declaration of Interest Form

**Official-Sensitive  
(only when not a nil return)**

### Highways England Company Limited Declaration of Interest Form (for use by individuals with non-employment contract status)

#### Purpose

This form asks you to provide information in respect of actual, potential or perceived conflicts of interest in line with the Public Contracts Regulations 2015, the Concession Contract Regulations 2016 and Highway England's own policies including in regard to procurement and transparency.

The fact that you have an actual, potential or perceived conflict of interest is not necessarily a barrier to your involvement in a particular decision. The nature of action taken, when handling conflicts of interest, will depend on a number of factors which will be considered by Highways England and the decision of Highways England will be final.

1. Personal details (for Highways England and statutory records, please advise any subsequent changes)	
a) Role/service provided	
b) Present surname and any former surname(s)	
c) Present forename(s) and any former forename(s)	
d) Phone Numbers a) landline b) mobile (Highways England restricted use only)	
e) Date form completed	
2. Directorships	
Are you a director or a "shadow director" <sup>1</sup> of any company? YES/NO	If YES, please provide the names of the companies, business sector, and date you became a director.

<sup>1</sup> "shadow director" means a person in accordance with whose instructions the directors of the company are accustomed to act. If you are a director or a shadow director of a company and, as a consequence are also a director or shadow director of several subsidiaries, a general description of the subsidiaries will suffice.

<b>3. Other business interests</b>	
<p>Are you a partner, employee or a consultant (paid or otherwise) in any business? YES/NO</p>	<p>If YES state the names and give the nature of the businesses where this is not indicated in the title and the nature and start date of your involvement with each partnership, employment or consultancy.</p>
<p>Have you held any fiduciary office or position of trust (paid or otherwise) in the last 10 years? YES/NO Include public and any political offices.</p>	<p>If YES please give details and if you no longer hold the position, describe the circumstances in which you ceased to do so.</p>
<p>Do you have a direct shareholding in any company in the sector in which Highways England operates? YES/NO</p>	<p>I hold the following shares/I do not hold any shares in the sector in which Highways England operates.</p>
<b>4. Voluntary work</b>	
<p>Are you involved in or a member of any professional bodies, charities, special interest or political groups in the sector which Highways England operates? YES/NO.</p>	<p>If YES provide details.</p>
<b>5. Other</b>	
<p>Are there any other matters which you, or a reasonable member of the public might perceive that Highways England should be aware of which might impact on your role as a consultant to Highways England or the reputation of Highways England? YES/NO</p>	<p>If YES provide details.</p>

<p>Are there any matters or relevant interests, (including significant interests of close <sup>12</sup> members of your family) which might influence your judgement, deliberation or action in providing services to/your role in Highways England or be perceived by a reasonable member of the public as doing so? YES/NO</p> <p>Please include information on any directorships and business interests in respect of close members <sup>2</sup> of your family in respect of the sphere in which Highways England operates.</p>	<p>If YES provide details.</p>
<p><b>6. Connected persons</b></p>	
<p>Please confirm (in the box to the right) that, in relation to the questions contained in sections 3, 4, 6, above, no additional information would need disclosure in relation to any connected person.</p>	<p>I confirm that no additional information requires disclosure.</p> <p>I have provided additional information above.</p>

<sup>2</sup> Close members means a) an individual's domestic partner and children b) children of individuals domestic partner c) or independents domestic partners, d) parents and in-laws and e) siblings.

**Declaration**

1. I declare that to the best of my knowledge and belief (having taken all reasonable care to ensure that such is the case) the answers to all of the above questions are true and not misleading.
2. I shall not communicate to any person, firm, company or other legal entity other than Highways England employees or consultants engaged by or on behalf of Highways England in connection with the same matter any commercially sensitive or confidential information in connection with my work at Highways England (unless Highways England grants permission in writing to share commercially sensitive or confidential information with such person, firm, company or other legal entity).
3. During and for a period of 12 months following the expiry of my appointment to work for Highways England, I shall not seek to obtain any commercial advantage for myself, my employer or any connected persons, or personal advantage, from my work at Highways England.
4. During and for a period of 12 months following the expiry of my appointment to work for Highways England, I shall not assist my employer, any organisation connected with my employer, or any other organisation or person in tendering for any contract opportunity with Highways England that I have worked on in my capacity as a consultant to Highways England.
5. I shall not pay, give, receive or offer to pay, give, receive any sum of money or other consideration directly or indirectly to any person whatsoever for any act described in

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paragraphs 2, 3 and 4 above. If any offer is made to me to breach this declaration, I shall report it immediately to Highways England.

6. All documentation that I have access to in my role as a consultant to Highways England shall be made available to Highways England to form part of any relevant tender information pack. Any information that may give me, my employer or a third party any advantage in a tender process shall be returned to Highways England.
7. I understand that I may only be involved in the evaluation of a tender for Highways England where expressly sanctioned in writing by Highways England. I understand that I will not be involved in the process for agreeing any extension to my contract or the contract of any consultant who shares with me the same employer.
8. I understand that I am not to be involved in looking at the route to market for any contract, project or task for which I or my employer may wish to tender and not to be involved in the assessment of resources being proposed for such contract, project or task. I agree to remove myself from any discussions relating to the procurement route for any contract, project or task for which I or my employer may wish to tender and I agree not to discuss these matters with my employer or with the team responsible for managing the contract, project or task in my firm.
9. Should any of the information on this declaration change or should I become aware of a potential, perceived or actual conflict of interest I will immediately contact Highways England to inform them and will take all reasonable steps to mitigate or remove the potential, perceived or actual conflict of interest.
10. I understand that if I do not comply with the statements in this declaration I may prejudice my employers ability to participate in tendering for contract opportunities with Highways England, I may have my contract with Highways England terminated and could face legal action.
11. I confirm that I have read and understood the requirements related to conflicts of interest in the contract between my employer and Highways England for the provision of the services.

Signed by the <i>Contractor</i>  Date	
--	--

Acknowledged by the <i>Employer</i>  Date	
--	--

**For Highways England's use only** - Only applicable when involved in the tendering process

Acceptance/ Non-acceptance

I have considered the impact on the assessment and the risks to the Highways England objectives.

I am willing to accept this supplier for this assessment as a result of this consideration.

I am not willing to accept this supplier for this assessment as a result of this consideration.

Please record reasoning for decision:

--

**Signed:** .....

**Name in Block Capitals:** .....

**Post and Grade:**<sup>2</sup> .....

<sup>2</sup> This section of the agreement must be countersigned by PB8 SSD, or if one not available a PB8 PLT Member.

## Appendix G – Data Protection

### Data Protection

#### 1) Definitions

- **Data** is all Personal Data collected, generated or otherwise processed by the *Contractor* in the course of Providing the Service.
- **Data Loss Event:** any event that results, or may result, in unauthorised access to Personal Data held by the Processor for the purposes of this contract, and/or actual or potential and/or destruction of Personal Data in breach of this Agreement, including any Personal Data breach.
- **Data Protection Impact Assessment:** an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
- **Data Protection Legislation** is:
  - i. the General Data Protection Regulation (EU2016/679)
  - ii. the LED (Law Enforcement Directive (Directive (EU) 2016/680)
  - iii. the Data Protection Act 2018 and
  - iv. any other data protection laws and regulations applicable in England and Wales.
- **Data Subject** is an individual who is the subject of Personal Data
- **Data Subject Request** is a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
- **EEA** is the European Economic Area
- **Joint Controllers** means where two or more Controllers jointly determine the purposes and means of processing.
- **Personal Data** is any data relating to an identified or identifiable individual that is within the scope of protection as “personal data” under the Data Protection Legislation.
- **Protective Measures** are appropriate, technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it including those outlined in PPN 02/18.
- **Security Incident** is a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Data.
- **Sub-Processor** is a third party (including Associated Company) engaged by the *Contractor* to process Data.
- **Supervisory Authority** is any regulatory, supervisory, governmental or other competent authority with jurisdiction or oversight over the Data Protection Legislation.

#### 2) For the purposes of this contract and the Data Protection Legislation

- for the purposes of this section only the *Employer* is the Controller, and
- the *Contractor* is the Processor [unless otherwise specified in Schedule [A]] and
- this section and Schedule [A] (data protection) together constitute a data processing agreement where required by the Data Protection Legislation.

#### 3) The *Contractor* processes the Data in accordance with the Data Protection Legislation and only to the extent necessary for the purpose of Providing the Service.

#### 4) The *Contractor* complies with the requirements of Procurement Policy Note 02/18 entitled ‘Changes to Data Protection Legislation & General Data Protection Regulation’ ([‘PPN 02/18’](#)) or any later revision and any related supplementary Procurement Policy Notes in Providing the Service.

#### 5) The *Contractor* 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.

6) The *Contractor* obtains and maintains until the end of the *service period* all registrations and notifications that it is obliged to obtain and maintain pursuant to the Data Protection Legislation in respect of Providing the Service.

7) The *Contractor* only processes Data to the extent it relates to;

- the types of Data,
- the categories of Data Subject and
- the nature and purpose

Set out in Schedule [A] (data protection) and only for the duration specified in Schedule [A] (data protection).

8) Without prejudice to paragraph 3 the *Contractor* processes the Data only in accordance with the instructions of the *Service Manager* unless the *Contractor* is required to process Data for other reasons under the laws of the European Union (or a member state of the EEA) to which the *Contractor* is subject. If the *Contractor* is required to process the Data for these other reasons, it informs the before carrying out the processing, unless prohibited by relevant law.

9) The *Contractor* immediately informs the if it believes that an instruction infringes the Data Protection Legislation or any other applicable law.

10) The *Contractor* has in place and maintains in accordance with then good industry practice for as long as it holds any Data taking into account the state of the art, the costs of implementing, the harm that might result from a Data Loss Event and the nature, scope, context and purposes of processing

- appropriate technical and organisational measures to protect the Data against accidental, unauthorised or unlawful processing, destruction, loss, damage, alteration or disclosure and
- 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.

in each case to ensure that the *Contractor's* processing is in accordance with the Data Protection Legislation and protects the rights of Data Subjects

11) The *Contractor* submits details of its Protective Measures to the *Employer* for acceptance. A reason for not accepting them is that they are not appropriate to protect against a Data Loss Event. Acceptance (or a failure to reject) by the *Employer* does not amount to approval by the Controller of the adequacy of the Protective Measure.

12) The *Contractor* ensures that all persons authorised to process Data are bound by obligations equivalent to those set out in clause Z14 (Confidentiality) and this section and are aware of the *Contractor's* obligations under the contract and the Data Protection Legislation.

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

14) Not Used

15) On request, the *Contractor*, takes all necessary actions and provides the *Service Manager* with all reasonable assistance necessary for the *Employer* to comply with a Data Subject Request, including;

- the provision of access to, and information relating to, Data,

- the rectification of inaccurate Data,
- the permanent erasure of Data
- the restriction of processing of Data,
- the provision of a copy of Data in machine readable format, and
- the transfer of Data to a third party.

16) The *Contractor* immediately notifies the *Service Manager* if it receives

- a Data Subject Request (or purported Data Subject Request);
- a complaint or request relating to the *Employer's* obligations under the Data Protection Legislation, or
- a request from any Supervisory Authority for assistance or information, unless provided by relevant law.

17) The *Contractor* assists and co-operates with the *Service Manager* in relation to any complaint or request received, including

- providing full details of the complaint or request
- complying with the request within the time limits set out in the Data Protection Legislation and in accordance with the instructions of the *Service Manager* and
- promptly providing the *Employer* with any Personal Data and any other information requested by it to enable it to respond to the request.

18) The *Contractor* does not process the Data outside the EEA (other than in the United Kingdom) without the agreement of the *Service Manager*. Where the *Employer* agrees, the *Contractor*

- Provides evidence (acceptable to the *Employer*) of appropriate safeguards as required by the Data Protection Legislation and
- Complies with the instructions of the *Employer*.

19) The *Contractor* complies with the requirements of the *Employer* in relation to the storage, dispatch and disposal of Data in any form or medium. Any requirement for the *Contractor* to destroy or delete copies of the Data is subject to any law of the European Union (or a member state of the EEA) to which the *Contractor* is subject that requires Data to be retained.

20) The *Contractor* notifies the *Service Manager* within 24 hours of becoming aware of a Security Incident or any other breach of this section. The notification includes, as far as possible.

- a description of the nature of the Security Incident, including the categories and approximate number of Data Subjects concerned.
- the likely consequences of the breach and
- the Protective Measures taken, or to be taken, to address the breach, including measures taken to mitigate any possible adverse effects [including those outlined in PPN 02/18].

21) In the event of a Security Incident, the *Contractor* provides the *Service Manager* with full co-operation and assistance in dealing with the Security Incident, in particular in notifying individuals affected by the Security Incident or a Supervisory Authority as required by the Data Protection Legislation.

22) On request (but not more than once in any 12 month period) the *Contractor* provides to the *Service Manager* all necessary information to demonstrate the *Contractor's* compliance with this section.

23) The *Contractor* promptly provides assistance and information requested by any Supervisory Authority or required by the *Service Manager* in order for the *Employer* to ensure compliance with its obligations under the Data Protection Legislation, including in relation to

- security of processing,
- preparation of any necessary Data Protection Impact Assessments and
- undertaking any necessary data protection consultations.

24) The *Contractor* maintains electronic records of all processing activities carried out on behalf of the *Employer*, including:

- the information described in paragraph 7 of this section
- The different types of processing being carried out (if applicable),
- any transfers of Data outside the EEA or the United Kingdom, identifying the relevant country or international organisations and any documentation required to demonstrate suitable safeguards and
- a description of the technical and organisation security measures referred to in paragraph 10 of this section.

The *Contractor* makes these records available to the *Service Manager* promptly on request.

25) The *Contractor* does not engage any Sub-Processor without the prior consent of the *Service Manager*.

26) Before allowing any Sub-Processor to process any Personal Data related to this agreement, the Processor must:

- (a) notify the Controller in writing of the intended Sub-Processor and processing;
- (b) obtain the written consent of the Controller;
- (c) enter into a written agreement with the Sub-Processor which give effect to the terms set out in this clause such that they apply to the Sub-Processor; and
- (d) provide the Controller with such information regarding the Sub-Processor as the Controller may reasonably require.

27) The Processor shall remain fully liable for all acts or omissions of any of its Sub-Processors.

28) The Controller may, at any time on not less than 30 working days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this agreement).

29) The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 working days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

30) Each Party shall designate its own data protection officer if required by the Data Protection Legislation.

31) Not Used

32) If it is or becomes a requirement that, under the Data Protection Legislation or other applicable laws, this section must be governed by the laws of a member state of the European Union, and the *law of the contract* does not or ceases to satisfy this requirement, this section is governed by and construed in accordance with the laws of Ireland.

33) A failure to comply with this section is treated as a substantial failure by the *Contractor* to comply with its obligations.