

# **Highways England Professional Services Short Contract**

## **Scope**

### **Technical Consultancy for Wider Kent Technology**

## 1. Purpose of the services

Major Projects Special Project Directorate requires technical consultancy services to oversee the design and delivery of an integrated approach to technology required for Operation Brock.

An element of Operation Brock is the design and delivery of software and hardware (both on street and back office) to replace the former Stack Implementation Prediction Tool (STIPT) with a more comprehensive and flexible solution operating on a common and integrated HE platform (TICK Traffic Intelligence Cross Kent).

The tasks and workload associated with these services arise from the change to the operational strategy of BROCK after the instruction given by the Secretary of State that Operation Brock should now include Manston and M26.

The supplier will use their knowledge of STIPT and M20 TICK in integrating technology compliant with the HE platform to ensure safe robust solution.

DTBTECH Ltd's experience thus far with the original system is highly relevant to overseeing and challenging the supply chain while remaining closely engaged with both HE and the KRF partners.

## 2. Description of the services

### 1. Contractor(s) Engagement

Working with the contractor(s) Project Managers the supplier, acting as Technology Project Manager will:

- Review contractor programme for technical completeness
- Monitor and challenge contractor scheme design, test, deployment and validation at the component and system levels including acceptance testing & witnessing, fault definition, reporting and management, issue capture and mitigation, checking of compliance matrix against requirements
- Ensure the maintenance contractor is engaged with the project, understands the impact on their activities. Ensure sufficient documentation, spares, training given
- In the event of Contractor business failure serve as a broker to protect HE against loss of access to the design IP
- Provide the required PCF documents
- Perform continuous technical risk and mitigation monitoring for PM

**Indicative timescale 7 months**

### 2. Replace STIPT/ increase geographical coverage of TICK

Increase the geographical coverage of the TICK to meet the requirements of Operation Brock, and engage with emerging Brock operational plans and converting the operational needs into alternative deployments of a larger number of roadside data gathering and CCTV sites. This includes:

- Technology support, business case reviews and funding driven optimisation.
- Engagement with and coordination of the expectations of stakeholders with interests in Manston, A256, M26
- Overseeing the reconfiguring of the back office TICK tool.
- Review and changes of the back office tool (TICK) capability: TICK, which requires assessment both to affirm that it can accommodate:
  - a) the wider range of sites and
  - b) movement between and management of data from a more complex sequence of operations. (As new stakeholders suggest new operational steps, e.g. Kent Police invoking STACK, rise to the challenges to the design of configurations 'plans' that reflect how HE operations will use carriageway and holding areas).
  - c) re-purposing of those specific data management and processing facilities already implemented, i.e. that it can meet the specific challenge to its generic nature when required to evolve.
  - d) review of input and output flows at these sites, calculation and simulation of traffic flows on single carriageway routes, reflection on where and when we want to know about freight numbers and journey times.
- Review the deployment programmes for TICK and the technology to align with emerging needs for the BROCK contraflow deployment.
- Ongoing ad hoc support to HE during a period of rapidly changing pressures and demands.
- Support, in so much as it can be defined, of the unknown unknowns but recognising the limited time and directed effort of the above demands (specifically true 'contingency' additional element as risk). In order not to disrupt the ongoing use of the operational TICK solution, it is likely that there will be need to re-purpose the development versions or in a similar way work with Mott Macdonald to implement a fourth hosted environment to allow migration of users between them as they evolve and are agreed by operations. What this means is not only a simple scaling up of the quantity of equipment, and a level of repeat system validation in support of this, but also understanding how the dynamics of the situational response emerge in the days and weeks after the system is required so that it provides the maximum benefit without becoming either unmanageable nor unreliable.

**Indicative timescale - 6 months (concurrent with Task 1)**

**3. Requirements Capture to include:**

- Identify detailed requirements for mapping technology deployment to network sensitivities for comprehensive, resilient and effective coverage
- Assess requirements for challenge to capabilities and future potential of:
  - roadside technology (including contribution to / effect of C-ITS and CAV),
  - communications to/from RCC,

- local and back office algorithms,
- data and image management,
- CCTV/video analytics,
- user interfaces,
- stakeholder interaction: content forwarding, sharing of roadside data, network condition and operational intentions,
- Interfacing to existing and proposed HE technology systems (UTMC/CHARM),
- Interfacing to existing and proposed operational systems.

**Indicative timescale - 3-4 months (concurrent to Task 1, 2)**

#### 4. **Design & Delivery scope Confirmation**

- Design potential technology deployments against identified operational requirements and challenges.
- Oversee procurement technology process including Tender Docs, Bid and Adjudication Support
- Review tender tech spec, support bidder question responses, review adjudication on tech spec.
- Provide continuity between contracted requirements capture and contracted design/deploy activities
- Contribution to definition of what the successful scheme will look like and how that is confirmed.

**Indicative timescale - 3-4 months**

#### 5. **Handover and Post-Commissioning Performance Verification**

Following delivery of the solution work with Operations and service suppliers:

- Confirm that functionality is continues to be stable, necessary and sufficient.
- Identify and share enhancements or modifications to the system as necessary to optimise Operational service efficiency.
- Support 3/6/12/24 month performance assessments as appropriate/ required.
- Consideration could be given to wider use benefits, integration with existing HE tools (eg Osprey) etc.

**Indicative timescale - 4 months (Concurrent with Task 4)**

#### 6. **Independent technical assurance capability**

Deliver technical risk assessment, quantification and mitigation. Independent Technical Assurance to check, challenge and assure the project delivery throughout the project lifecycles.

The *services* shall be completed by 30 December 2019.

### 3. **Existing Information**

Existing information which is relevant to the *services*:

- Stack Implementation Prediction Tool (STIPT)

- (M20) Works Information M20 Lorry Area 19.04.18 AMENDED v3.docx

#### **4. Specifications and standards**

The following specifications and standards apply to this contract:  
All existing Highways England standards and advice notes including DMRB.

#### **Parent Company Guarantee**

Not used

#### **Form of Novation**

The form of novation is set out in Appendix 3.

#### **5. Constraints on how the *Consultant* is to Provide the Services**

The *Consultant* shall provide the *services* to meet the project programme and requirements as advised by the Project Manager.

## Data Protection

### 1.1. Definitions

1. **Data** is all Personal Data collected, generated or otherwise processed by the *Consultant* in the course of Providing the Services.
2. **Data Protection Acts** are
  - a) prior to 25 May 2018, the Data Protection Act 1998 (as amended),
  - b) from 25 May 2018, the General Data Protection Regulation (EU2016/679) and
  - c) at all times, any other data protection laws and regulations applicable in England and Wales.
3. **Data Subject** is an individual who is the subject of Personal Data.
4. **EEA** is the European Economic Area
5. **Personal Data** is any data relating to an identified or identifiable individual that are within the scope of protection as “personal data” under the Data Protection Acts.
6. **Sensitive data** is any data consisting of racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership,

genetic data, biometric data, data concerning health or data concerning a natural person's sex life or sexual orientation.

7. **Security Incident** is a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Data.
  8. **Sub-Processor** is a third party (including Associated Company) engaged by the *Consultant* to process Data.
  9. **Supervisory Authority** is any regulatory, supervisory, governmental or other competent authority with jurisdiction or oversight over the Data Protection Acts.
- 1.2. For the purposes of this contract and the Data Protection Acts
    - the *Client* is the Data Controller, and
    - the *Consultant* is the Data Processor and
    - this section and Appendix 5 together constitute a data processing agreement where required by the Data Protection Acts.
  - 1.3. The *Consultant* processes the Data in accordance with the Data Protection Acts and only to the extent necessary for the purpose of performing his obligations under this contract.
  - 1.4. The *Consultant* does not knowingly do anything or permit anything to be done which might lead to a breach of the Data Protection Acts by either Party.
  - 1.5. The *Consultant* obtains and maintains until Completion all registrations and notifications that it is obliged to obtain and maintain pursuant to the Data Protection Acts in respect of Providing the Services.
  - 1.6. The *Consultant* only processes Data to the extent it relates to;
    - the types of Data,
    - the categories of Data Subject and
    - the nature and purposeSet out in Appendix 5 and only for the duration specified in Appendix 5.
  - 1.7. Without prejudice to this section the *Consultant* processes the Data only in accordance with the instructions of the *Client*, unless the *Consultant* is required to process Data for other reasons under the laws of the European Union (or a member state of the EEA) to which the *Client* is subject. If the *Consultant* is required to process the Data for these other reasons, it informs the *Client* before carrying out the processing, unless prohibited by relevant law.
  - 1.8. The *Consultant* immediately informs the *Client* if it believes that an instruction infringes the Data Protection Acts or any other applicable law.
  - 1.9. The *Consultant* has in place and maintains for as long as it holds any Data in accordance with then current good industry practice, taking into account the

state of the art, the costs of implementing and the nature, scope, context and purposes of processing

- appropriate technical and organisational measures (having regard to the nature of the Data) 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 *Consultant's* processing is in accordance with the Data Protection Acts and protects the rights of Data Subjects.

1.10. The *Consultant* ensures that all persons authorised to process Data are bound by obligations equivalent to those set out in clause Z11 (Confidentiality) and this section and are aware of the *Consultant's* obligations under the contract and the Data Protection Acts.

1.11. The *Consultant* ensures access to the Data is limited to those persons who need access in order for the *Consultant* to perform its obligations under the contract and (in each case) to such parts of the Data as are strictly necessary for performance of that person's duties.

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

- provides to Data Subjects a data protection notice the a form provided in Appendix 6 informing the Data Subject of the identity of the *Client*, the identify of any data protection representative it may have appointed, the purpose or purposes for which their Personal Data will be processed and any other information which is necessary having regard to the specific circumstances in which the Personal Data is, or is to be, processed to enable processing in respect of the Data Subject to be fair and
- where applicable, obtains all necessary consents for the processing of Data.

1.13. On request, the *Consultant*, takes all necessary actions and provides the *Client* with all reasonable assistance necessary for the *Client* to comply with

its obligations under the Data Protection Acts in relation to the rights of Data Subjects, including;

- the provision of access to, and information relating to, Data,
- the rectification of inaccurate Data
- the right to erasure of inaccurate Data,
- the right to object to the processing of Data,
- the restriction of processing of Data,
- the provision of a copy of Data in machine readable format, and
- the right to data portability via transfer of Data to a third party.

1.14. The *Consultant* immediately notifies the *Client* if it receives

- a request from a Data Subject whose Personal Data it holds to access their Personal Data,
- a complaint or request relating to the *Client's* obligations under the Data Protection Acts, or
- a request from any Supervisory Authority for assistance or information, unless provided by relevant law.

1.15. The *Consultant* assists and co-operates with the *Client* 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 Acts and in accordance with the instructions of the *Client*, and

promptly providing the *Client* with any Personal Data and any other information requested by it to enable it to respond to the request.

1.16. The *Consultant* does not process the Data outside the EEA (other than in the United Kingdom) without the agreement of the *Client*. Where the *Client* agrees, the *Consultant*

- provides evidence (acceptable to the *Client*) of appropriate safeguards as required by the Data Protections Acts and
- complies with the instructions of the *Client*.

1.17. Prior to allowing a Sub-Processor to process any Data, the *Consultant* enters into a written agreement with the Sub-Processor under which the Sub-Processor is obliged to comply with the terms of this section. The *Consultant* remains fully liable to the *Client* for any acts or omissions of any Sub-Processors.

1.18. The *Consultant* complies with the requirements of the *Client* in relation to the storage, dispatch and disposal of Data in any form or medium. Any requirement for the *Consultant* to destroy or delete copies of the Data is

subject to any law of the European Union (or a member state of the EEA) to which the *Consultant* is subject that requires Data to be retained.

1.19. The *Consultant* notifies the *Client* 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 measures taken, or to be taken, to address the breach, including measures taken to mitigate any possible adverse effects.

1.20. In the event of a Security Incident, the *Consultant* provides the *Client* with full co-operation and assistance in dealing with the Security Incident, in particular in notifying individuals affected by the Security Incident or a Supervisory Authority as required by the Data Protection Acts.

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

1.22. The *Consultant* promptly provides all assistance and information requested by any Supervisory Authority or required by the *Client* in order for the *Client* to ensure compliance with its obligations under the Data Protection Acts, including in relation to

- security of processing,
- preparation of any necessary data protection impact assessments and
- undertaking any necessary data protection consultations.

1.23. The *Consultant* maintains electronic records of all processing activities carried out on behalf of the *Client*, including:

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

The *Consultant* makes these records available to the *Client* promptly on request.

1.24. If it is or becomes a requirement that, under the Data Protection Acts 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.

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

### **Insurances**

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

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

### **Conflict of Interest**

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

The *Client* notifies the employees and Subconsultants (at any stage of remoteness from the *Client*), and ensures any Subconsultant informs its employees, who are Providing the Services, 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 *Consultant* ensures that any employee and that any Subconsultant (at any stage of remoteness from the *Client*) ensures any of its employees, who are Providing the Services, completes a declaration of interests in the document set out in [Appendix 4](#). The *Consultant* issues to the *Client* any completed declaration of interests.

The *Consultant*

- ensures any Subconsultant (at any stage of remoteness from the *Client*) immediately notifies the *Consultant* and *Client* if there is any uncertainty about whether a conflict of interest may exist or arise and
- immediately notifies the *Client* if there is any uncertainty about whether a conflict of interest may exist or arise

If the *Consultant* or Subconsultant (at any stage of remoteness from the *Client*) notifies the *Client*, the *Client* may

- require the *Consultant* to stop Providing the Services until any conflict of interest is resolved
- require the *Consultant* to submit to the *Client* 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 *Consultant* amends the proposal in response to any comments from the *Client* and resubmits it for acceptance by the *Client*. The *Consultant* complies with the proposal once it has been accepted.

- Any step taken under this condition is not a compensation event.
- A failure to comply with this condition is treated as a substantial failure by the *Consultant* to comply with his obligations.

### **Information security**

The *Client's* security policy is set out in the documents "Statement of Highways England's IT Security Policy" and Chief Information Officer Memos 01/09, 05/08 and 04/08.

On Completion or early termination of the *Consultant's* obligation to Provide the Services, the *Consultant* gives the *Client* all personal Data held by it and destroys electronic and paper copies of such data in a secure manner.

### ***Consultant's* premises, Access and Storage to *Client's* Data**

Any Risk Assessment is carried out by the *Client* in accordance with HMG Security Policy Framework (SPF) including HMG IA Standard No. 1 - Technical Risk Assessment, October 2009, Issue No: 3.51 and ICT Offshoring (International Sourcing) Guidance dated July 2011 or any later revision or replacement.

The *Consultant* provides the *Client* with any information required to support any Risk Assessment.

The *Consultant* does not store any of the *Client's* data that is classified as Official or higher in accordance with "Government Security Classifications" dated April 2014 (or any later revision or replacement)

- offshore or
- in any way that it could be accessed from an Offshore location

until the *Client* has confirmed to the *Consultant* that either

- the *Client* has gained approval for such storage in accordance with "Offshoring Information assets classified at "OFFICAL" dated November 2015 (or any later revision or replacement) or
- such approval is not required.

The *Consultant* complies with a request from the *Client* to provide any information required to allow the *Client* to gain approval for storing data or allowing access to data from an Offshore location in accordance with this requirement

## **6. Requirements for the programme**

A Programme shall be provided by the *Consultant* within two weeks of contract award. This will be updated on a monthly basis by the *Consultant*.

## **7. Information and other things provided by the *Client***

As detailed in '2. Description of the services'.

## Appendix 1 - Not Used



**Appendix 2 – Not Used**

## **Appendix 3 - Form of novation agreement**

DATED [●]

HIGHWAYS ENGLAND COMPANY LIMITED  
as Old Client

[●]  
as New Client

[●]  
as Consultant

### **DEED OF NOVATION**

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

**DATED** ERROR! REFERENCE SOURCE NOT FOUND.

## **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 Client**”)
- (2) [*insert details of replacement authority*] (the “**New Client**”)
- (3) [●] (company no [●]) whose registered office is at [●] (the “**Consultant**”)

## **BACKGROUND**

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

## **1. Definitions and interpretation**

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

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

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

- 1.2. The clause and paragraph headings in this deed are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
- 1.3. Words in this deed denoting the singular include the plural meaning and *vice versa*.
- 1.4. References in this deed to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force, and references to a statute include statutory instruments and regulations made pursuant to it.
- 1.5. Words in this deed importing one gender include both other genders and may be used interchangeably, and words denoting natural persons, where the context allows, include corporations and *vice versa*.

## **2. Novation**

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

### **3. New Client's undertaking**

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

### **4. Payment of sums due**

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

### **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.**

**EXECUTION PAGE**

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

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

or

or/Secretary

**OPTION 1b** [*execution by a 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 CLIENT]** )



in the presence of:

)

ised Signatory

ised Signatory

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

)

)

or

or/Secretary



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

**Appendix 4 – Declaration of Interest Form**

**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.

<b>1. Personal details (for Highways England and statutory records, please advise any subsequent changes)</b>	
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	
<b>2. Directorships</b>	
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.

3. Other business interests	
<p>Are you a partner, employee or a <i>Consultant</i> (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>
4. Voluntary work	
<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>
5. Other	
<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 <i>Consultant</i> 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.

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**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 *Client* 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 *Client*, any organisation connected with my *Client*, 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 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 *Client* 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 *Client*.
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 *Client* 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 *Client* may wish to tender and I agree not to discuss these matters with my *Client* 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 *Clients* 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 *Client* and Highways England for the provision of the services.

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

Acknowledged by the <i>Client</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>1</sup> .....

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<sup>1</sup> This section of the agreement must be countersigned by PB8 SSD, or if one not available a PB8 PLT Member.  
Registered office Bridge House, 1 Walnut Close, Guildford.  
Highways England Company Limited registered in England and Wales number 09357363

## Appendix 5 – Data Protection

### Processing, Personal Data and Data Subjects

The *Consultant* shall comply with any further written instructions with respect to processing by the *Client*.

Any such further instructions shall be incorporated into this table.

**The table below to be agreed with the Project Manager before the services commence.**

Description	Details
Subject matter of the processing	<i>[This should be a high level, short description of what the processing is about i.e. its subject matter]</i>
Duration of the processing	<i>[Clearly set out the duration of the processing including dates]</i>
Nature and purposes of the processing	<i>[Please be as specific as possible, but make sure that you cover all intended purposes. The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i>
Type of Personal Data	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]</i>
Categories of Data Subject	<i>Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>



## Appendix 6

### General Data Protection Regulations (GDPR) Privacy Notice Highways England Template

Highways England have fully committed to adherence of the General Data Protection Regulations (GDPR) following implementation on the 25<sup>th</sup> May 2018. In relation to our collection and processing of personal data, please see the below information.

#### Section 1 – Collection of Data

- 1) Highways England will be the data controller and the contact details for the company are:
  - a) **Data Protection Officer:** [REDACTED]
  - b) **E-mail:** DataProtectionAdvice@highwaysengland.co.uk

2) The data is being collected for: [Click here to enter text.](#)

3) The data processors, working on behalf of Highways England in relation to this will be:

[Click here to enter text.](#)

4) Collected data will stored within secure electronic records management systems, with the system being dependant on the nature of information. The systems used by Highways England are:

[Click here to enter text.](#)

5) Information stored by third parties will be held on the following systems:

[Click here to enter text.](#)

6) Although Highways England is able to use legal powers under to allow us to collect this data, we prefer to seek and obtain agreement before resorting to these methods. The legal authority we have to do this is provided under: [Click here to enter text.](#)

## **Section 2 – Processing of data**

In addition to the information referred to in section 1, at the point of collection we will, at the time when personal data are obtained, provide you with the following further information necessary to ensure fair and transparent processing:

- 1) The personal data will be stored for
  - a) a duration of [Click here to enter text.](#)
- or**
  - b) until [Click here to enter text.](#)
- 2) Under GDPR you have rights to request information from the company
  - Right of access to the data (Subject Access Request)
  - Right for the rectification of errors
  - Right to erasure of personal data – not an absolute right
  - Right to restrict of processing or to object to processing
  - the right to data portability;
- 3) If the processing is based on receiving the consent of the data subject then we have to inform the data subject that they have the right to withdraw their consent at any time, without affecting the lawfulness of processing based on consent before its withdrawal.
  - a) If your consent is withdrawn, Highways England would still be able to collect and process data under the legal powers endowed through the:  
[Click here to enter text.](#)
- 4) You have the right to lodge a complaint with a supervisory authority (in the UK that is the Information Commissioners Office)
- 5) The provision of this personal data is a [Choose an item.](#) requirement and you [Choose an item.](#) obliged to provide this information for this requirement to be fulfilled.
- 6) If we are to process the personal data we hold for a purpose other than that for which it was originally collected then we will provide the you with information on what that other purpose is prior to that further processing taking place. The extra information will include any relevant further information as referred to above including the right to object to that further processing.

**Please contact [Data Protection Advice](#) for proofing and approval of your Privacy Notice before issuing this.**

