



# **National Highways Limited**

## **NEC 4 Framework Contract** **(June 2017)**

### **Framework Information** in relation to the *works* for

## **Pavement Delivery Framework**

## CONTENTS AMENDMENT SHEET

Amend. No.	Revision No.	Amendments	Initials	Date
0	0	Tender Issue	JW	15/03/2022
1	1	9.62.1 removed 'for the design'.	LJR	25/04/2022
2	1	Added paragraphs 9.63.4 & 9.63.5	LJR	25/04/2022

## LIST OF CONTENTS

	<b>INTRODUCTION AND BACKGROUND .....</b>	<b>8</b>
1.1.	<b>ABOUT THIS DOCUMENT .....</b>	<b>8</b>
1.2.	<b>IDENTIFIED AND DEFINED TERMS.....</b>	<b>8</b>
1.3.	<b>REFERENCE DOCUMENTS .....</b>	<b>8</b>
1.4.	<b>CLIENT'S VISION, VALUES AND KEY OBJECTIVES .....</b>	<b>8</b>
1.5.	<b>THE CLIENT'S VISION .....</b>	<b>9</b>
1.6.	<b>THE CLIENT'S IMPERATIVES, VALUES AND EXPECTATIONS .....</b>	<b>9</b>
1.7.	<b>THE CLIENT'S OUTCOMES .....</b>	<b>10</b>
1.8.	<b>FRAMEWORK CORE PRINCIPLES AND KEY OBJECTIVES .....</b>	<b>10</b>
	<b>FRAMEWORK SCOPE .....</b>	<b>12</b>
2.1.	<b>Framework Scope.....</b>	<b>12</b>
2.2.	<b>Lot Structure .....</b>	<b>12</b>
2.3.	<b>Changes to the Boundary of a Lot.....</b>	<b>14</b>
2.4.	<b>Early Contractor Involvement .....</b>	<b>14</b>
	<b>FRAMEWORK MANAGEMENT .....</b>	<b>15</b>
3.1.	<b>Category Management Pavement Community .....</b>	<b>15</b>
	<b>FRAMEWORK OPERATION .....</b>	<b>17</b>
4.1.	<b>Operation of the Framework.....</b>	<b>17</b>
	<b>SELECTION PROCEDURE .....</b>	<b>19</b>
5.1.	<b>Package Orders and Work Orders Allocation Procedure .....</b>	<b>19</b>
5.2.	<b>Value Allocation Procedure .....</b>	<b>19</b>
5.3.	<b>Initial Value Allocation .....</b>	<b>19</b>
5.4.	<b>Value Allocation in Subsequent Financial Years .....</b>	<b>20</b>
5.5.	<b>Supplier Ineligibility .....</b>	<b>23</b>
5.6.	<b>Supplier Ineligibility Criteria.....</b>	<b>23</b>
5.7.	<b>Procedure for Reallocation of Work Orders whilst a Supplier is Ineligible .....</b>	<b>24</b>
5.8.	<b>Work Allocation .....</b>	<b>25</b>
5.9.	<b>Unplanned Schemes .....</b>	<b>26</b>
5.10.	<b>Deliver Incident Response (Rapid Response).....</b>	<b>26</b>
5.11.	<b>Early Contractor Involvement .....</b>	<b>26</b>
5.12.	<b>Secondary Competition Procedure .....</b>	<b>27</b>
	<b>QUOTATION PROCEDURE .....</b>	<b>28</b>
6.1.	<b>Quotation Procedure for allocated Work Orders.....</b>	<b>28</b>
6.2.	<b>Quotation Procedure for Secondary Competition.....</b>	<b>29</b>
6.3.	<b>Pricing Work Orders.....</b>	<b>31</b>

<b>6.4.</b>	<b>Adjustment of Prices.....</b>	<b>34</b>
	<b>PRICING INFORMATION (X22 STAGE TWO).....</b>	<b>36</b>
<b>7.1.</b>	<b>PRICING RULES.....</b>	<b>36</b>
<b>7.2.</b>	<b>PRICING PROCESS .....</b>	<b>36</b>
	<b>NOT USED .....</b>	<b>39</b>
	<b>GENERAL FRAMEWORK OBLIGATIONS.....</b>	<b>40</b>
<b>9.1.</b>	<b>INFORMATION SYSTEMS AND SECURITY - GENERAL REQUIREMENTS .....</b>	<b>40</b>
<b>9.2.</b>	<b>SUPPLIER INFORMATION SYSTEMS .....</b>	<b>41</b>
<b>9.3.</b>	<b>CLIENT INFORMATION SYSTEMS AND TRAINING.....</b>	<b>41</b>
<b>9.4.</b>	<b>ACCESS REQUIREMENTS TO INFORMATION SYSTEMS PROVIDED BY THE CLIENT.....</b>	<b>41</b>
<b>9.5.</b>	<b>ACCESS REQUIREMENTS TO INFORMATION SYSTEMS PROVIDED BY THE SUPPLIER.....</b>	<b>43</b>
<b>9.6.</b>	<b>SUPPLIER SECURITY AND USER ACCESS.....</b>	<b>43</b>
<b>9.7.</b>	<b>SOFTWARE AND LICENCES .....</b>	<b>44</b>
<b>9.8.</b>	<b>LIAISON AND COOPERATION BETWEEN CLIENT AND SUPPLIER .....</b>	<b>44</b>
<b>9.9.</b>	<b>SYSTEMS PROVIDED BY THE SUPPLIER TO MEET CLIENT AND CONTRACT MANAGEMENT INFORMATION REQUIREMENTS .....</b>	<b>44</b>
<b>9.10.</b>	<b>SECURITY PLAN .....</b>	<b>45</b>
<b>9.11.</b>	<b>DATA COLLECTION SYSTEM.....</b>	<b>46</b>
<b>9.12.</b>	<b>DATA HANDLING REQUIREMENTS.....</b>	<b>46</b>
<b>9.13.</b>	<b>BREACH OF SECURITY .....</b>	<b>47</b>
<b>9.14.</b>	<b>OFFSHORING OF DATA.....</b>	<b>48</b>
<b>9.15.</b>	<b>ASSET MANAGEMENT INFORMATION SYSTEMS.....</b>	<b>49</b>
<b>9.16.</b>	<b>CONFIDENTIALITY.....</b>	<b>49</b>
<b>9.17.</b>	<b>OFFICIAL SECRETS ACTS .....</b>	<b>50</b>
<b>9.18.</b>	<b>PARENT COMPANY GUARANTEE.....</b>	<b>50</b>
<b>9.19.</b>	<b>FORM OF NOVATION .....</b>	<b>51</b>
<b>9.20.</b>	<b>DISCLOSURE REQUESTS .....</b>	<b>52</b>
<b>9.21.</b>	<b>BUSINESS CONTINUITY .....</b>	<b>53</b>
<b>9.22.</b>	<b>CLIENT'S CODE OF PRACTICE.....</b>	<b>53</b>
<b>9.23.</b>	<b>DISCRIMINATION, BULLYING AND HARASSMENT .....</b>	<b>54</b>
<b>9.24.</b>	<b>QUALITY MANAGEMENT SYSTEM.....</b>	<b>56</b>
<b>9.25.</b>	<b>HEALTH, SAFETY AND WELLBEING – GENERAL REQUIREMENTS.....</b>	<b>56</b>
<b>9.26.</b>	<b>MANAGEMENT OF HEALTH AND SAFETY.....</b>	<b>56</b>
<b>9.27.</b>	<b>SUPPLIER'S OCCUPATIONAL HEALTH MANAGEMENT SYSTEM .....</b>	<b>57</b>
<b>9.28.</b>	<b>SUBCONTRACTORS' HEALTH AND SAFETY MANAGEMENT SYSTEMS.....</b>	<b>58</b>
<b>9.29.</b>	<b>HEALTH, SAFETY AND WELLBEING CULTURE AND COMMUNICATION.....</b>	<b>58</b>
<b>9.30.</b>	<b>HEALTH AND SAFETY EXCHANGE OF INFORMATION .....</b>	<b>58</b>
<b>9.31.</b>	<b>HEALTH AND SAFETY RESOURCES .....</b>	<b>59</b>

9.32.	HEALTH AND SAFETY COMPETENCE OF <i>SUPPLIER'S</i> EMPLOYEES.....	59
9.33.	HEALTH AND SAFETY IN CONSTRUCTION .....	60
9.34.	INCIDENT REPORTING AND INVESTIGATION .....	60
9.35.	HEALTH AND SAFETY INSPECTIONS/ ASSURANCE.....	61
9.36.	HEALTH AND SAFETY MANAGEMENT AUDIT .....	61
9.37.	CONSTRUCTION DESIGN AND MANAGEMENT (CDM) REGULATIONS 2015 COMPLIANCE.....	62
9.38.	MEDICAL FITNESS .....	62
9.39.	HEALTH ASSESSMENT AND CONTROL.....	63
9.40.	ALCOHOL AND SUBSTANCE ABUSE .....	63
9.41.	HEALTH AND SAFETY CHARITY-BASED INCENTIVE SCHEMES .....	64
9.42.	SUPPLY CHAIN MATURITY MATRIX ACTION PLAN.....	64
9.43.	MANAGEMENT OF ROAD RISK .....	65
9.44.	DRIVING FOR BETTER BUSINESS (DFBB).....	65
9.45.	SECURITY .....	66
9.46.	SUPPLY CHAIN SAFETY LEADERSHIP GROUP .....	67
9.47.	HOME SAFE AND WELL APPROACH.....	67
9.48.	DELETERIOUS AND HAZARDOUS MATERIALS .....	68
9.49.	HIGHWAYS ENGLAND PASSPORT SCHEME.....	68
9.50.	PERFORMANCE MEASUREMENT .....	68
9.51.	CONTINUAL IMPROVEMENT .....	70
9.52.	CONFLICT OF INTEREST .....	75
9.53.	NOT USED .....	76
9.54.	SKILLS AND APPRENTICESHIPS .....	76
9.55.	RECORDS AND AUDIT ACCESS .....	76
9.56.	TAKE OVER AND MERGERS.....	76
9.57.	REPORTING FOR SMALL AND MEDIUM-SIZED ENTERPRISES (SMES).....	77
9.58.	PEOPLE STRATEGY .....	78
	EQUALITY DIVERSITY AND INCLUSION.....	78
	INCLUSION ACTION PLAN (IAP).....	78
	EMPLOYMENT AND SKILLS.....	80
9.59.	DATA PROTECTION .....	82
9.60.	PROJECT BANK ACCOUNT .....	86
9.61.	PROJECT BANK ACCOUNT (PBA) TRACKER.....	86
9.62.	TRANSFER OF RIGHTS (IPR) .....	87
9.63.	OTHER RIGHTS TO BE OBTAINED BY THE <i>SUPPLIER</i> .....	87
9.64.	CLIENT'S PERSONNEL SECURITY PROCEDURES .....	88
9.65.	PART ONE - BPSS COMPLIANCE .....	89
9.66.	PART TWO – NATIONAL SECURITY VETTING (NSV) .....	94

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<b>9.67. PART THREE – CABINET OFFICE EFFICIENCY AND REFORM GROUP REQUIREMENTS.....</b>	<b>95</b>
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**LIST OF APPENDICES**

- 01     Defined Terms**
- 02     Reference Documents**
- 03     Not Used**
- 04     Quality Management**
- 05     Information Systems**
- 06     BPSS Form and Guidance**
- 07     Parent Company Guarantee**
- 08     Form of Novation (Client to Client)**
- 09     Form of Novation (Supplier to Supplier)**
- 10     Not Used**
- 11     Not Used**
- 12     Not Used**
- 13     People Strategy**
- 14     Data Protection**

1. INTRODUCTION AND BACKGROUND	
1.1. About this document	
1.1.1.	This Framework Information (and its associated appendices, collectively referred to as the Framework Information) sets out the <i>Client's</i> vision, values and the key objectives of this framework, whilst outlining the <i>Client's</i> expectations regarding how the <i>Supplier</i> must support the delivery of these.
1.1.2.	This Framework Information is to be read in conjunction with the Framework Contract Data and Z clauses, Work Order Contract Data and Z clauses, Scope, Quotation Information and associated annexes and appendices.
1.2. Identified and Defined Terms	
1.2.1.	In this Framework Information and any Work Order, terms identified in the Contract Data are in italics and defined terms have capital initials. Other terms used with capital letters are defined in the <i>conditions of contract</i> or have the meaning given to them in <b>Appendix 01</b> .
1.3. Reference Documents	
1.3.1.	<p>The <i>Client</i> has developed and identified reference documents to meet its procedural and technical requirements. Terms identified in capital letters and inverted commas are reference documents and the current documents are set out in <b>Appendix 02</b>.</p> <p>In performing its obligation under the framework contract and any Work Order, the <i>Supplier</i> meets the <i>Client's</i> requirements and complies with the requirements of the reference documents in <b>Appendix 02</b> of the Framework Information and the Scope, as amended or added to from time to time.</p>
1.4. <i>Client's</i> Vision, Values and Key Objectives	
1.4.1.	<p>The <i>Client</i> is a road operator responsible for managing the busiest strategic road network in Europe, carrying one-third of all road traffic and two-thirds of freight traffic in England.</p> <p>The <i>Client's</i> strategic road network is a key enabler of economic growth and prosperity and is essential to the quality of life of the United Kingdom.</p> <p>The <i>Client's</i> role is to deliver a better service for road users and to support a growing economy. It operates, manages and improves the strategic road network in the public interest, maintains the strategic road network on a day-to-day basis and provides effective stewardship of the strategic road network's long-term operation and integrity.</p>



1.5. The <i>Client's</i> Vision	
1.5.1.	<p>The <i>Client's</i> vision, as set out in the <i>Client's</i> “Strategic Business Plan” (see link in <b>Appendix 02</b>) is to revolutionise its roads and create a modern strategic road network across England over the next 25 years. It will play its part in supporting economic growth and shaping a modern Britain to make a real difference to people’s lives and businesses’ prospects.</p>
1.6. The <i>Client's</i> Imperatives, Values and Expectations	
1.6.1.	<p>The <i>Client's</i> vision comprises of three imperatives, which are</p> <ul style="list-style-type: none"> <li>• safety – the safety of its employees, its service partners and its road users,</li> <li>• customer service – the customer service and experience that road users have and</li> <li>• delivery – the delivery of the governments’ road building and maintenance programme which includes spending over £4 billion a year delivering its strategic road network to its road users, stakeholders and customers.</li> </ul> <p>The <i>Client's</i> imperatives set out what it does, and the <i>Supplier</i> aligns with these imperatives and supports the <i>Client</i> in achieving the <i>Client's</i> outcomes.</p>
1.6.2.	<p>The <i>Client's</i> values are</p> <ul style="list-style-type: none"> <li>• safety – “we care about our customers, delivery partners and workforce and strive to see that no one is harmed when using or working on our strategic road network”,</li> <li>• integrity – “we are custodians of the strategic road network, acting with integrity and pride in the long-term national interest”,</li> <li>• ownership – “we have a clear vision for the future of the strategic road network and find new ways to deliver by embracing difference and innovation, while challenging conventions”,</li> <li>• teamwork – “we have an open and honest dialogue with each other, as well as our customers, stakeholders and delivery partners” and</li> <li>• passion – “building on our professionalism and expertise, we are always striving to improve, delivering a strategic road network that meets the needs of our customers”.</li> </ul> <p>The <i>Client's</i> values describe how it delivers its vision and imperatives, how to treat each other and expect to be treated, how it wants to be seen as an organisation and how it does business.</p> <p>The <i>Supplier</i> has values that support those of the <i>Client</i> and that engender constructive and desired behaviours that enable a collaborative approach to achieve the <i>Client's</i> outcomes.</p>

1.7. The <i>Client</i> 's Outcomes	
1.7.1.	<p>The <i>Client</i>'s "Delivery Plan" (see link in <b>Appendix 02</b>) sets out the <i>Client</i>'s main activities to improve the capacity and performance of the strategic road network and how the <i>Client</i> performs said activities.</p> <p>The <i>Supplier</i> plays a key role in assisting and enabling the <i>Client</i> to achieve its outcomes of</p> <ul style="list-style-type: none"> <li>• supporting economic growth,</li> <li>• a safe and serviceable strategic road network,</li> <li>• a freer flowing strategic road network,</li> <li>• an improved environment and</li> <li>• a more accessible and integrated strategic road network.</li> </ul> <p>This is achieved through</p> <ul style="list-style-type: none"> <li>• planning for the future,</li> <li>• growing capability,</li> <li>• building relationships,</li> <li>• efficient and effective delivery and</li> <li>• improving customer interface.</li> </ul>
1.8. Framework Core Principles and Key Objectives	
1.8.1.	<p>The objectives of the framework contract are to</p> <ul style="list-style-type: none"> <li>• deliver a better service for the customer by improving safety across the strategic road network,</li> <li>• support the <i>Client</i>'s delivery of commitments to the Department for Transport,</li> <li>• improve ride quality, through better quality of road surfacing and maintenance (road users' number one priority),</li> <li>• deliver solutions that minimise potential disruption to customers by sharing innovation and knowledge across the Category Management Pavement Community and improving durability to increase the time between interventions,</li> <li>• generate opportunities to deliver solutions that will contribute to the "Net zero carbon management plan" (see link in <b>Appendix 02</b>),</li> <li>• promote the efficient use of material; including reuse of excavated materials wherever possible, recycling and the use of recycled materials to reduce consumption of natural resources, diverting materials from landfill, reducing road haulage and opening the supply market to a greater sustainable supply of materials,</li> </ul>

	<ul style="list-style-type: none"> <li>• reduce noise levels for customers and communities by using the appropriate material and design solutions for the location,</li> <li>• identify more efficient approach to haulage of materials, reducing haulage – considering location to identify the most economical source of supply,</li> <li>• deliver better utilisation of quarrying, batching and site assets and</li> <li>• optimise working window duration, to minimise the overall impact on customers and communities and release benefit to road users earlier.</li> </ul>
1.8.2.	<p><i>The Supplier</i></p> <ul style="list-style-type: none"> <li>• ensures that the key aims for this framework contract set out above are met, including designing and implementing processes and procedures in its Quality Plan in a manner that achieves the key objectives and continually looks to identify new innovative more efficient ways to generate ideas to help successful delivery under the framework.</li> <li>• minimises the risk of damage or disturbance to or destruction of third-party property and</li> <li>• ensures the <i>Client</i> and Others with statutory duties or functions in relation to the Working Areas or other adjoining roads are able to perform those duties and functions unimpaired.</li> <li>• works in collaboration with the <i>Client's</i> Scheme Delivery Framework (SDF) supply chain in order to ensure delivery of service.</li> </ul>

2. FRAMEWORK SCOPE	
2.1. Framework Scope	
2.1.1.	The <i>framework scope</i> of the framework contract is for the execution of the <i>Client's</i> pavement construction, and associated works.
2.1.2.	The <i>Client</i> has developed an operating model for the way pavement maintenance, renewals and minor improvements are delivered. This enables the <i>Client</i> to contract directly with suppliers who carry out work on its behalf. The <i>Client</i> and the <i>Supplier</i> work in a collaborative manner so that mutual benefits can be gained by all parties.
2.1.3.	The <i>Supplier</i> may be required to work with Others. For information purposes only, these could include <i>Contracting Bodies</i> , the <i>Client's</i> maintenance and response contractors, technology maintenance contractors and/or Scheme Delivery Framework providers.
2.2. Lot Structure	
2.2.1.	The framework contract is split into nine Lots; three Super Region Lots (North, Central and South) and six Regional Lots. These Lots will be aligned to the regional structure; North-East, North-West, Midlands, East, South-East, and South-West. The "Operational area map" and "Tube-style maps" are included in <b>Appendix 02</b> .
2.2.2.	<p><b>Figure 01 – Super Region and Regional Locations</b></p> <p>Super Region                      Regions                      Areas</p>
2.2.3.	<b>Table 01</b> below denotes the Lot structure and the number of <i>Suppliers</i> anticipated to be appointed to each Lot.

**Table 01 – Lot Structure**

<b>Lot Structure</b>	<b>Covering <i>Client</i> Areas</b>	<b>No. of <i>Suppliers</i></b>
<b>Lot 1 – North Super Region</b>	10,12,13 & 14	3
<b>Lot 2 – Central Super Region</b>	6,7,8 & 9	3
<b>Lot 3 – South Super Region</b>	1,2,3, & 4	3
<b>Lot 4 – North-East Region</b>	12 & 14	2
<b>Lot 5 – North-West Region</b>	10 & 13	2
<b>Lot 6 – Midlands Region</b>	7 & 9	3
<b>Lot 7 – East Region</b>	6 & 8	2
<b>Lot 8 – South-West Region</b>	1 & 2	2
<b>Lot 9 – South-East Region</b>	3 & 4	2

2.2.4.

The scope of all the Lots is:

The supply of materials, plant and labour to carry out surfacing and pavement construction operations during 3D Stages 5 and 6 including

- bituminous and concrete repairs,
- surface restoration techniques,
- planing,
- paving,
- iron work adjustment and renewal,
- Cold Applied Ultra-Thin Surfacing (CAUTS),
- hydraulically bound mixtures,
- in-situ and ex-situ recycling,
- warm mix asphalt,
- footway surfacing and asphalt kerbing and
- temporary works.

Other duties

- provision of welfare facilities,
- undertake principal contractor duties,
- deliver Incident Response (Rapid Response),
- framework mobilisation,

	<ul style="list-style-type: none"> <li>• Early Contractor Involvement and</li> <li>• Community participation.</li> </ul>
<b>2.3. Changes to the Boundary of a Lot</b>	
2.3.1.	<p>The <i>Client</i> may instruct a change to the geographical extent of a Lot to include different parts of the strategic road network.</p> <p>The boundaries for each Lot are shown on the maps included in <b>Appendix 02</b>.</p>
2.3.2.	<p>The change to the extent of a Lot</p> <ul style="list-style-type: none"> <li>• may apply to all or some Lots and</li> <li>• may apply to different Lots at different times.</li> </ul>
2.3.3.	This instruction is not a change to the Framework Information.
<b>2.4. Early Contractor Involvement</b>	
2.4.1.	<p>A range of Early Contractor Involvement (ECI) and general collaboration with the <i>Client</i> may be required from the <i>Supplier</i> throughout 3D Stages 0 to 3 of the <i>Client's</i> 3D (Develop, Design, Deliver) Scheme Delivery Process, refer to "3D User Guide for Scheme Management" (see link in <b>Appendix 02</b>). Where required, the scope of ECI is included within section S 2500 of the Main Contract Work Order Scope.</p> <p>The <i>Client</i> will instruct and pay for ECI as per section 6.3 below.</p>

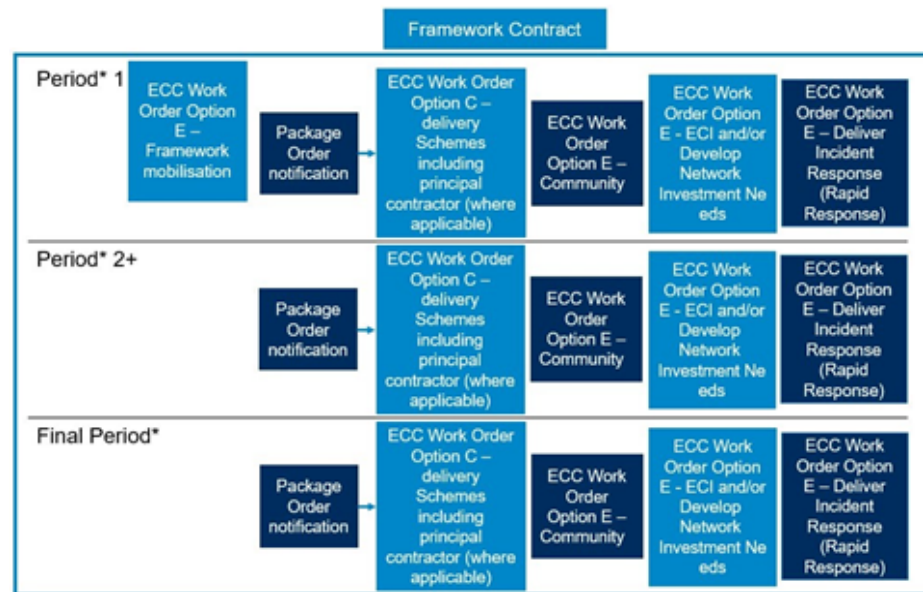
<b>3. FRAMEWORK MANAGEMENT</b>	
<b>3.1. Category Management Pavement Community</b>	
3.1.1.	<p>The Pavement Delivery Framework will be centrally managed by the <i>Client's</i> category management pavements team. The category management pavements team will work in collaboration with the Scheme Delivery Framework central team and their regional commercial, delivery and performance teams to ensure support is provided to enable smooth delivery of the framework contract objectives.</p> <p>The <i>Client</i> requires the <i>Supplier</i> to collaborate as set out in paragraphs 3.1.2 and 3.1.3. Collaboration may take place during formal meetings facilitated by the <i>Client</i> or regular documented communication between framework contract Suppliers (within the remit determined by the <i>Client</i>) copied to the <i>Client</i>. All projects will be required to contribute best practice learning and continual improvement. As part of the framework contract, the framework contract Suppliers are expected to be a key member of and attend the following</p> <ul style="list-style-type: none"> <li>• Category Management Pavement Community meetings,</li> <li>• Health and safety or other such forums/ engagement when representing or attending as part of the Category Management Pavement Community and</li> <li>• Associated <i>Client</i> steering groups, such as pavement optimisation/lean practice groups as well as sector improvement projects and forums.</li> </ul>
3.1.2.	<p>In order to support collaborative working and directly after the Framework Contract Date the <i>Client</i> will work closely with the framework contract Suppliers to form a Category Management Pavement Community.</p> <p>The purpose of the Category Management Pavement Community is to identify opportunities to do things differently and in the most efficient manner, sharing best practice, learning to improve safety and sector wide improvements and support the <i>Client</i> to increase productivity and deliver pavement efficiencies.</p>
3.1.3.	<p>The Category Management Pavement Community will act as an enabler to meeting the objectives for the framework contract as set out in section 1.8.</p> <p>As a minimum the Category Management Pavement Community will</p> <ul style="list-style-type: none"> <li>• provide solutions to improve programming and management of the works,</li> <li>• seek to understand the capability and capacity within the supply chain and mitigate potential risks,</li> </ul>

	<ul style="list-style-type: none"><li>• share best practice and drive innovations by optimising the supply chain experience and expertise to identify alternative pavement options to help facilitate design and efficiency opportunities,</li><li>• support the <i>Client</i> to monitor and capture activity and data around environmental, carbon, productivity and pavement efficiencies,</li><li>• develop and share success stories from innovative working practices,</li><li>• support the <i>Client</i> with the Work Allocation process, determining an optimal work programme for each <i>Supplier</i>,</li><li>• identify opportunities for resource sharing and collaboration, and develop ways to do things in a different and efficient manner,</li><li>• support achieving efficiency savings,</li><li>• identify ways to optimise the road space occupancy to increase productivity,</li><li>• permit additional efficiencies through the use of the most suitable and best located plant and batching facilities and</li><li>• promote effective discussion between framework contract Suppliers on how to align approaches and share best practices for broader performance topics, including health and safety, quality and low carbon initiatives.</li></ul>
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4. FRAMEWORK OPERATION	
4.1. Operation of the Framework	
4.1.1.	The works required under the framework contract are called off by means of a Work Order. Work Orders instructed by the <i>Client</i> use the Main Contract Work Order. Work Orders by other <i>Contracting Bodies</i> (who are not framework contract Suppliers) use the Subcontract Work Order.
4.1.2.	Where the selection of a <i>Supplier</i> is made by a <i>Contracting Body</i> , through the Secondary Competition process, that selection will require the agreement of the <i>Client</i> .
4.1.3.	<p>For each financial year, the pavement element of <i>Client</i> Schemes are collated together into a Package Order for each <i>Supplier</i> on each Lot. A Work Order will then be issued for the pavement works required for each Scheme.</p> <p>Notification of a Package Order does not guarantee that a subsequent Work Order is issued for any item of work included in the Package Order. The <i>Client</i> does not guarantee the volume or the value of Work Orders under this framework contract.</p>
4.1.4.	ECI and Rapid Response is instructed as and when required via a Work Order.
4.1.5.	Participation in the Community is instructed annually via a Main Contract Work Order.
4.1.6.	Framework mobilisation is instructed via a Main Contract Work Order.
4.1.7.	Work Orders are issued in accordance with clause Z110 to the <i>conditions of contract</i> .
4.1.8.	The <i>Client</i> issues Work Orders electronically using the “Additional Work Order template” in <b>Appendix 02</b> and the <i>Client’s</i> contract management system.
4.1.9.	<b>Figure 02</b> below illustrates the intended operation of the framework and which requirements will be instructed by which means.

**Figure 02 - Operation of the Framework**



\* Period are generally anticipated to be 1 year long, however the first and last may be adjusted to fit to financial year end dates which may result in periods longer or shorter than one year.

<b>5. SELECTION PROCEDURE</b>	
<b>5.1. Package Orders and Work Orders Allocation Procedure</b>	
5.1.1.	<p>The <i>selection procedure</i> for <i>Client</i> Package Orders and Main Contract Work Orders under the framework contract is</p> <ul style="list-style-type: none"> <li>• Value Allocation (set out in sections 5.3 and 5.4 below) followed by</li> <li>• Work Allocation (set out in section 5.8 below)</li> </ul> <p>The <i>selection procedure</i> for <i>Contracting Bodies</i> under the framework contract is</p> <ul style="list-style-type: none"> <li>• Secondary Competition (set out in section 6.2 below)</li> </ul> <p>Value Allocation and Work Allocation do not apply to Subcontract Work Orders following the secondary competition <i>selection process</i>.</p>
5.1.2.	<p>The <i>Client</i> will use reasonable endeavours to complete Value Allocation and Work Allocation and issue the Package Orders prior to the commencement of each financial year, allowing sufficient time for the <i>Suppliers</i> to whom the work is allocated to commence it from 1 April.</p>
5.1.3.	<p>Package Orders will be issued for each full financial year, with the exception of the first period (which will be from the <i>go live date</i> until 31 March 2023) and the last period (which will be from 1 April 2026 until the <i>end date</i>).</p>
<b>5.2. Value Allocation Procedure</b>	
5.2.1.	<p>In each financial year (or part thereof) Value Allocation between the Suppliers on each Lot will be undertaken using an annual forward programme of work and based upon the anticipated value of the pavement element of each Scheme as set out in the Scheme budget.</p>
5.2.2.	<p>The Package Orders will be allocated as closely as possible according to the Value Allocation percentages set out in paragraphs 5.3.1, 5.3.2, 5.3.3 and section 5.4, however the anticipated cumulative value of the pavement element of each Scheme may not precisely match those percentages.</p>
5.2.3.	<p>Due to Scheme development activities, the cumulative Main Contract Work Order value of the pavement element of each Scheme may not precisely match the value of the Package Order.</p>
<b>5.3. Initial Value Allocation</b>	
5.3.1.	<p>The <i>Client</i> will allocate work on a percentage basis between the Suppliers on a Lot using the anticipated value of the pavement element of the Schemes. The division of the work between the Super Region and Regional Lots will be in the proportion of 80% : 20%.</p>

5.3.2.	<p>The initial Value Allocation percentage between the Suppliers on each Lot using the anticipated value of the pavement element of the Schemes is set out in <b>Table 02</b>.</p> <p>The <i>Supplier</i> awarded the first place on the Lot in accordance with the Instructions for Tenderers is called supplier 1 and the <i>Supplier</i> awarded second place on the Lot is called supplier 2. On Lots with three Suppliers the third <i>Supplier</i> is called supplier 3.</p>																																				
5.3.3.	<p><b>Table 02 – Initial Value Allocation Percentages</b></p> <table><tr><th>Supplier</th><th>Applicable to Lots</th><th>% of available work allocated</th></tr><tr><td>Supplier 1 Super Region Lot</td><td>1, 2 &amp; 3</td><td>50%</td></tr><tr><td>Supplier 2 Super Region Lot</td><td>1, 2 &amp; 3</td><td>30%</td></tr><tr><td>Supplier 3 Super Region Lot</td><td>1, 2 &amp; 3</td><td>20%</td></tr><tr><td></td><td><b>Total</b></td><td><b>100%</b></td></tr><tr><td>Supplier 1 Regional Lot</td><td>6</td><td>50%</td></tr><tr><td>Supplier 2 Regional Lot</td><td>6</td><td>30%</td></tr><tr><td>Supplier 3 Regional Lot</td><td>6</td><td>20%</td></tr><tr><td></td><td><b>Total</b></td><td><b>100%</b></td></tr><tr><td>Supplier 1 Regional Lot</td><td>4, 5, 7, 8 &amp; 9</td><td>60%</td></tr><tr><td>Supplier 2 Regional Lot</td><td>4, 5, 7, 8 &amp; 9</td><td>40%</td></tr><tr><td></td><td><b>Total</b></td><td><b>100%</b></td></tr></table>	Supplier	Applicable to Lots	% of available work allocated	Supplier 1 Super Region Lot	1, 2 & 3	50%	Supplier 2 Super Region Lot	1, 2 & 3	30%	Supplier 3 Super Region Lot	1, 2 & 3	20%		<b>Total</b>	<b>100%</b>	Supplier 1 Regional Lot	6	50%	Supplier 2 Regional Lot	6	30%	Supplier 3 Regional Lot	6	20%		<b>Total</b>	<b>100%</b>	Supplier 1 Regional Lot	4, 5, 7, 8 & 9	60%	Supplier 2 Regional Lot	4, 5, 7, 8 & 9	40%		<b>Total</b>	<b>100%</b>
Supplier	Applicable to Lots	% of available work allocated																																			
Supplier 1 Super Region Lot	1, 2 & 3	50%																																			
Supplier 2 Super Region Lot	1, 2 & 3	30%																																			
Supplier 3 Super Region Lot	1, 2 & 3	20%																																			
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Supplier 2 Regional Lot	6	30%																																			
Supplier 3 Regional Lot	6	20%																																			
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Supplier 2 Regional Lot	4, 5, 7, 8 & 9	40%																																			
	<b>Total</b>	<b>100%</b>																																			
5.3.4.	<p>During the first part financial year (from the <i>go live date</i> until 31 March 2023) Package Orders will be produced for each Lot containing any remaining Main Contract Work Orders for that financial year which will be allocated as close to the initial Value Allocation percentages set out in paragraphs 5.3.1, 5.3.2 and 5.3.3 as possible.</p>																																				
<b>5.4. Value Allocation in Subsequent Financial Years</b>																																					
5.4.1.	<p>Following the first full financial year of the framework contract (1 April 2023 to 31 March 2024) the initial Value Allocation between Suppliers set out in paragraph 5.3.3 will be subject to adjustment. The adjustment will be evaluated based on <i>Supplier</i> Collaborative Performance Framework (CPF) performance on all Main Contract Work Orders instructed by the <i>Client</i> and completed by that <i>Supplier</i> in the Lot in the previous rolling 12-months.</p>																																				
5.4.2.	<p>The monthly performance of the <i>Supplier</i> will be calculated using its CPF scores in accordance with section 9.50 of this Framework Information. This evaluation will be completed annually prior to the Value Allocation procedure commencing.</p>																																				

5.4.3.	The <i>Supplier's</i> mean average score for each CPF metric in the previous rolling 12-month period will be calculated. A rolling 12-month overall average CPF score will then be calculated as the mean average of these scores to one decimal place.								
5.4.4.	<p>Where the <i>Supplier</i> has a rolling 12-month overall average CPF score of below 6 (under-performing), the <i>Supplier's</i> Value Allocation percentage for the following financial year will be reduced in accordance with <b>Table 03</b>.</p> <p><b>Table 03 – Value Allocation Reduction</b></p> <table> <tr> <th>Rolling 12-month overall average CPF score range</th><th>Reduction in Value Allocation %</th></tr> <tr> <td>5.0 to 5.9</td><td>-2%</td></tr> <tr> <td>4.0 to 4.9</td><td>-4%</td></tr> <tr> <td>3.9 or below</td><td>-6%</td></tr> </table>	Rolling 12-month overall average CPF score range	Reduction in Value Allocation %	5.0 to 5.9	-2%	4.0 to 4.9	-4%	3.9 or below	-6%
Rolling 12-month overall average CPF score range	Reduction in Value Allocation %								
5.0 to 5.9	-2%								
4.0 to 4.9	-4%								
3.9 or below	-6%								
5.4.5.	If the <i>Supplier</i> has a rolling 12-month overall average CPF score of 6 or greater, the <i>Supplier's</i> Value Allocation percentage for the following financial year will not be reduced.								
5.4.6.	<p>Where:</p> <p>(i) the <i>Supplier's</i> Value Allocation percentage is reduced in accordance with paragraph 5.4.4, its lost Value Allocation will be distributed, or</p> <p>(ii) section 5.7 applies, the Main Contract Work Orders which cannot be distributed due to ineligibility will be reallocated,</p> <p>to the highest CPF scoring <i>Supplier</i> appointed to that Lot who has a rolling 12-month overall average CPF score of 6 or greater. In the event that two <i>Suppliers</i> have an equal rolling 12-month overall average CPF score of 6 or greater, the lost Value Allocation will be allocated to the <i>Supplier</i> with the highest 12-month rolling safety metric CPF score, as a tie-breaker. If the two <i>Suppliers</i> are still tied, the <i>Client</i> reserves the right to decide which <i>Supplier</i> to allocate the lost Value Allocation to.</p>								
5.4.7.	Any adjustment to a <i>Supplier's</i> Value Allocation percentage through applying the process set out in this section 5.4 will be applied to the initial Value Allocation percentages and will apply for the following financial year. The Value Allocation percentages will be reset to those shown in <b>Table 02</b> in paragraph 5.3.3. when Value Allocation is performed in the subsequent financial year.								
5.4.8.	<b>Figure 03</b> below indicates different scenarios of this reallocation process for a Lot with three <i>Suppliers</i> .								

		Initial Value Allocation % (FI 5.3.2 and FI 5.3.3)	Mean average score for each CPF metric over preceding calendar year (FI 5.4.3)							Rolling 12-month overall average CPF score (FI 5.4.3)	Does the Supplier have a rolling 12-month average CPF score of > 6.0? (FI 5.4.5)	Reduction in Value Allocation (FI 5.4.4 and 5.4.5)	Is the Supplier scoring in the Lot? (FI 5.4.6)	If tied, does the Supplier have the highest 12-month rolling safety metric CPF score in the Lot? (FI 5.4.6)	Reallocation of Value Allocation (FI 5.4.6)	Final value allocation
			1.1e LTIFR	2.1i Customer Centric	4.2a % of PBA	4.3a EDI	6.2i Forecasts	6.2j Variance	6.2k Quotation Submission	6.2l Final Assessment	7.1f CMP	7.1a Defects				
Scenario 1 all suppliers score 6.0 or above	Supplier 1	50%	6.0	6.0	6.0	8.0	6.0	6.0	6.0	8.0	6.2	6.0	no	N/A	0.0%	50%
	Supplier 2	30%	6.0	6.0	6.0	8.0	6.0	6.0	6.0	8.0	6.2	6.0	yes	N/A	0.0%	30%
	Supplier 3	20%	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	yes	N/A	0.0%	20%
Scenario 2 only 1 suppliers scores above 6.0	Supplier 1	50%	6.0	6.0	6.0	8.0	6.0	6.0	6.0	6.0	4.0	6.0	yes	N/A	6.0%	56%
	Supplier 2	30%	4.0	4.0	4.0	4.0	6.0	6.0	6.0	4.0	4.0	4.0	no	N/A	0.0%	26%
	Supplier 3	20%	6.0	6.0	6.0	6.0	6.0	6.0	6.0	4.0	4.0	4.0	no	N/A	0.0%	18%
Scenario 3 2 suppliers score 6.0 or above	Supplier 1	50%	6.0	6.0	6.0	8.0	6.0	6.0	6.0	6.0	4.0	6.0	yes	N/A	0.0%	50%
	Supplier 2	30%	4.0	4.0	4.0	4.0	2.0	6.0	2.0	4.0	4.0	4.0	no	N/A	0.0%	24%
	Supplier 3	20%	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	8.0	6.0	yes	N/A	6.0%	26%
Scenario 3 2 suppliers score 6.0 or above (same CPF score)	Supplier 1	50%	8.0	6.0	6.0	8.0	6.0	6.0	6.0	8.0	6.0	6.0	yes	yes	4.0%	54%
	Supplier 2	30%	6.0	8.0	6.0	8.0	6.0	6.0	6.0	8.0	6.0	6.0	yes	no	0.0%	30%
	Supplier 3	20%	4.0	4.0	4.0	4.0	6.0	6.0	6.0	4.0	4.0	4.0	no	no	0.0%	16%
Scenario 4 2 suppliers score 6.0 or above (same CPF and H&S metrics)	Supplier 1	50%	6.0	8.0	6.0	6.0	6.0	6.0	6.0	8.0	6.0	6.0	yes	yes	TIED H&S SCORE - CLIENT TO DETERMINE VALUE RE ALLOCATION	TBC
	Supplier 2	30%	4.0	4.0	4.0	4.0	6.0	6.0	6.0	4.0	4.0	4.0	no	no		TBC
	Supplier 3	20%	6.0	6.0	6.0	8.0	6.0	6.0	6.0	8.0	6.0	6.0	yes	yes		TBC
Scenario 6 no suppliers score above 6.0	Supplier 1	50%	6.0	2.0	6.0	8.0	6.0	6.0	6.0	6.0	4.0	6.0	no	N/A	0.0%	50%
	Supplier 2	30%	6.0	6.0	4.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	yes	N/A	0.0%	30%
	Supplier 3	20%	4.0	4.0	4.0	4.0	6.0	6.0	6.0	4.0	4.0	4.0	no	N/A	0.0%	20%

<b>5.5. Supplier Ineligibility</b>	
5.5.1.	<p>The <i>Supplier</i> will be ineligible to be awarded any Work Orders under the framework contract if it</p> <ul style="list-style-type: none"> <li>(a) has failed to implement the actions contained in a contract warning notice issued in accordance with <b>Appendix 04</b> or</li> <li>(b) exceeds the Threshold Level in <b>Appendix 04</b> or</li> <li>(c) has failed to achieve any of the criteria in section 5.6.</li> </ul> <p>The <i>Supplier</i> completes any existing Work Orders awarded to them prior to becoming ineligible.</p>
5.5.2.	<p>The <i>Supplier's</i> ineligibility to be awarded any Work Orders under the framework contract will continue until</p> <ul style="list-style-type: none"> <li>• the <i>Supplier</i> has implemented the actions in the contract warning notice issued by the <i>Client</i> and</li> <li>• the number of Contract Management Points accrued has reduced to below the Threshold Level and</li> <li>• it achieves all the criteria in section 5.6,</li> </ul> <p>after which it will resume eligibility to be awarded Work Orders under the framework contract.</p>
5.5.3.	<p>If a <i>Supplier</i> is ineligible to be awarded Work Orders due to the operation of paragraphs 5.5.1 and 5.5.2, the procedure in section 5.7. will apply.</p>
<b>5.6. Supplier Ineligibility Criteria</b>	
5.6.1.	<p>A <i>Supplier</i> is ineligible to be awarded any Work Order in any financial year, or part financial year, if prior to the start of that financial year, or part financial year, any of the following circumstances apply</p> <ul style="list-style-type: none"> <li>• the mandatory exclusion tests in the selection questionnaire are reapplied and the <i>Supplier</i> fails one or more of them and is unable to demonstrate that it has self-cleaned,</li> <li>• the tests of economic and financial standing in the selection questionnaire are repeated annually using updated information (which shall be provided by the <i>Supplier</i>) and the <i>Supplier</i> is assessed as a high or medium risk on any of them which it cannot mitigate and is unable to provide a parent company guarantee or other form of security acceptable to the <i>Client</i>,</li> <li>• the <i>Supplier</i> has scored less than 6 on any of the <i>Client's</i> CPF performance metrics and has not submitted a corrective action plan which the <i>Client</i> has accepted,</li> </ul>

	<ul style="list-style-type: none"> <li>the <i>Supplier</i> has scored less than 6 on any of the <i>Client</i>'s CPF health and safety performance metrics and has not implemented a corrective action plan issued by the <i>Client</i>,</li> <li>the <i>Supplier</i> is not complying with any accepted CPF improvement plan,</li> <li>a RIDDOR incident has occurred or an Enforcement Action is brought under any contract with <i>Supplier</i> and the <i>Supplier</i> has not agreed a remediation plan with the <i>Client</i>,</li> <li>the <i>Supplier</i> has failed to operate an accepted quality management system and Quality Plan as required by the framework contract within 12 months of the Framework Contract Date in accordance with <b>Appendix 04</b>,</li> <li>the <i>Supplier</i> is subject to a termination notice, under termination reasons R1-15 inclusive, R18 or R22 under any Work Order.</li> <li>the <i>Supplier</i> is subject to a <i>Client</i> consult notice – a notice issued by the <i>Client</i> to the <i>Supplier</i> when the <i>Client</i> has commercial or performance concerns about the <i>Supplier</i>, sufficient enough that it would have major concern in placing further work with the <i>Supplier</i> at the present time including financial standing, financial stability or any performance concerns in connection with the framework contract or any other contract with the <i>Client</i>, or</li> <li>the issue of a Work Order to the <i>Supplier</i> would create a conflict of interest (or potential conflict of interest) and the <i>Supplier</i> is unable to provide an acceptable plan for mitigating the conflict of interest.</li> </ul>
<b>5.7. Procedure for Reallocation of Work Orders whilst a <i>Supplier</i> is Ineligible</b>	
5.7.1.	<p>If a <i>Supplier</i> is ineligible to be allocated Work Orders under the framework contract due to the operation of paragraphs 5.5.1 and 5.5.2, and not awarding a Work Order may delay the delivery of the Scheme, the Work Orders which would have been allocated to that <i>Supplier</i> will be allocated to the remaining eligible Suppliers awarded a place on the ineligible <i>Supplier</i>'s Lot in accordance with paragraph 5.4.6.</p>
5.7.2.	<p>If there is no other <i>Supplier</i> on the Lot, or the remaining Suppliers</p> <ul style="list-style-type: none"> <li>decline to take on the ineligible <i>Supplier</i>'s work,</li> <li>are also ineligible due to the operation of paragraphs 5.5.1 and 5.5.2 or</li> <li>in the reasonable opinion of the <i>Client</i> has insufficient resources to carry out the Work Order(s) within the time that the <i>Client</i> requires</li> </ul> <p>the <i>Client</i> will allocate the Work Order(s) as follows:</p> <ul style="list-style-type: none"> <li>For works being reallocated from Super Region Lot(s) the Work Order(s) will be allocated to the <i>Supplier</i> with the highest scoring</li> </ul>



	<p>rolling 12-month average CPF score on the Region Lot that's geographically closest to the location of the works in accordance with paragraph 5.4.6.</p> <ul style="list-style-type: none"> <li>For works reallocated from Region Lot(s) the Work Order(s) will be allocated to the <i>Supplier</i> with the highest scoring rolling 12-month average CPF score on the Super Region Lot that's geographically closest to the location of the works in accordance with paragraph 5.4.6.</li> </ul>
<b>5.8. Work Allocation</b>	
5.8.1.	<p>Following notification by the <i>Client</i> to each <i>Supplier</i> of their respective Value Allocation for the forthcoming financial year the <i>Client</i> may amend the distribution of the Package Orders or Main Contract Work Orders intended to be allocated by that Value Allocation. This reallocation of work between <i>Suppliers</i> by the <i>Client</i> is Work Allocation.</p>
5.8.2.	<p>Following the Value Allocation, the <i>Client</i>, in consultation with the Suppliers, may propose a different allocation of work between the Suppliers on a Lot to deliver improved value for money based on</p> <ul style="list-style-type: none"> <li>capability,</li> <li>capacity,</li> <li>geographical location,</li> <li>direct delivery,</li> <li>programme efficiencies,</li> <li>reduced reworking,</li> <li>specialised knowledge/ skills,</li> <li>conflict of interest,</li> <li>tolerance to the Package Order Value Allocation,</li> <li>duties under the CDM Regulations 2015 and</li> <li>other opportunities.</li> </ul>
5.8.3.	<p>A <i>Supplier</i> proposing a Work Allocation must produce a business case to justify the proposed re-allocation of Schemes which complies with the commercial case section of the "HM Treasury Business Case structure (also known as the Five Case Model Methodology)" (see link in <b>Appendix 02</b>).</p>
5.8.4.	<p>The <i>Client</i> reviews the proposed business case and performs a value for money test including verifying capability and capacity of each <i>Supplier</i>. The <i>Client</i> will have the final decision on Package Order and Work Order allocation.</p>

<b>5.9. Unplanned Schemes</b>	
5.9.1.	<p>Where a Scheme arises in a financial year that was not included in the annual Value Allocation, the corresponding Work Order(s) will be allocated to the Suppliers on the Lot (excluding ineligible Suppliers by application of paragraphs 5.5.1 – 5.5.2) pro rata to their Value Allocation.</p> <p>The <i>Client</i> reserves the right to decide which <i>Supplier</i> to allocate the Work Order(s) to following assessment of capacity, capability, tolerance and performance.</p>
<b>5.10. Deliver Incident Response (Rapid Response)</b>	
5.10.1.	Rapid Response Work Orders will be allocated to a <i>Supplier</i> on the relevant Lot at the <i>Client's</i> discretion having regard to factors such as the respective <i>Supplier's</i> comparative speed of response and resource availability in order to attend the site and complete the Rapid Response work (which may be safety critical) within the time prescribed by the <i>Client</i> .
5.10.2.	If instructed by the <i>Client</i> the <i>Contractor</i> carries out repair work under a Main Contract Work Order, which may be issued retrospectively.
5.10.3.	If, having consulted the Suppliers on the Lot (or having used reasonable endeavours to do so in case of extreme urgency), the <i>Client</i> considers none of them are able to complete the Rapid Response work within the required timescales, the <i>Client</i> may allocate the Rapid Response work to a <i>Supplier</i> on another Lot, using the factors set out in paragraph 5.10.1. The <i>Client</i> reserves the right to direct award Rapid Response work (whether to a supplier that has been admitted to the framework contract or otherwise) where the circumstances permitting the use of the negotiated procedure without prior publication of a contract notice in regulation 32(2)(c) of the Public Contracts Regulations 2015 apply.
<b>5.11. Early Contractor Involvement</b>	
5.11.1.	When instructed under the relevant Main Contract Work Order, the <i>Supplier</i> provides early contractor involvement (ECI) services to support Scheme development in accordance which Scope section S 2500.
5.11.2.	The provision of ECI does not guarantee the <i>Supplier</i> an instruction to proceed with construction of the Scheme through X22 Stage 2. A reason for not providing an instruction to proceed is where the Scheme is no longer required to be constructed, or that the <i>Supplier</i> does not have the capability or capacity to complete the <i>works</i> , or any of the reasons set out in X22.5.
5.11.3.	Where ECI X22 Stage 1 is provided for a Scheme in one financial year and X22 Stage 2 is programmed to occur in another, the anticipated value of the pavement element of that Scheme will be considered within Value Allocation

	procedure for the year in which construction is programmed, in accordance with section 5.2.
<b>5.12. Secondary Competition Procedure</b>	
5.12.1.	Where the <i>selection procedure</i> is Secondary Competition by <i>Contracting Bodies</i> , all framework contract Suppliers in the relevant Lot will be invited to submit a quotation using the <i>quotation procedure</i> set out in section 6.2 below. Any <i>Supplier</i> who is confirmed ineligible by the <i>Client</i> , as set out in paragraphs 5.5.1 and 5.5.2, will be excluded from the quotation process.

6. QUOTATION PROCEDURE	
6.1. Quotation Procedure for allocated Main Contract Work Orders	
6.1.1.	The <i>quotation procedure</i> as set out in this section applies at Lot level.
6.1.2.	Once a Package Order has been allocated to a <i>Supplier</i> , the <i>Supplier</i> provides a quotation for any proposed Main Contract Work Orders when requested in accordance with the <i>quotation procedure</i> below.
6.1.3.	<p>When the <i>Client</i> requires a quotation for any proposed Main Contract Work Order, the <i>Client</i> will issue to the <i>Supplier</i> a Work Brief consisting of</p> <ul style="list-style-type: none"> <li>• the Scheme(s) details,</li> <li>• the additional Contract Data Part 1,</li> <li>• the additional Scope,</li> <li>• the Site Information,</li> <li>• the pricing document,</li> <li>• the proposed payment mechanism and</li> <li>• matters required to be included within the Early Warning Register.</li> </ul>
6.1.4.	<p>The <i>Supplier</i> provides a quotation in accordance with the Work Brief within the <i>period for reply</i>, or any other period specified by, or agreed with, the <i>Client</i>. The quotation is calculated in accordance with sections 7.1 and 7.2 of this Framework Information and in the form of the pricing document provided.</p> <p>The <i>Supplier</i> also provides</p> <ul style="list-style-type: none"> <li>• additional Contract Data Part 2 and</li> <li>• any additional documentation as requested to be submitted as part of the Work Brief.</li> </ul>
6.1.5.	<p>The <i>Client</i> may instruct the <i>Supplier</i> to submit a revised quotation for a Main Contract Work Order if the <i>Client</i> decides that the <i>Supplier</i> has not calculated the quotation correctly in accordance with paragraph 6.1.3 and the <i>quotation information</i> within the <i>period for reply</i>. If:</p> <ul style="list-style-type: none"> <li>• the <i>Supplier</i> does not provide a quotation under paragraph 6.1.4, or a revised quotation under this paragraph 6.1.5, within the <i>period for reply</i> or</li> <li>• the quotation, or revised quotation, is not accepted by the <i>Client</i></li> </ul> <p>then the <i>Client</i> may allocate the relevant Main Contract Work Order to another Supplier.</p>
6.1.6.	Upon acceptance of the <i>Supplier's</i> quotation, the <i>Client</i> issues an instruction confirming the Main Contract Work Order via the contract management

	system. The Main Contract Work Order is based on the Work Brief issued in paragraph 6.1.3 and the <i>Supplier's</i> quotation in accordance with paragraph 6.1.4 and 6.1.5 (as applicable).
<b>6.2. Quotation Procedure for Secondary Competition</b>	
6.2.1.	The <i>quotation procedure</i> for <i>Contracting Bodies</i> using Secondary Competition is set out below.
6.2.2.	<p>When the <i>Contracting Body</i> requires a quotation for any proposed Subcontract Work Order, the <i>Contracting Body</i> must seek approval from the <i>Client</i> prior to commencing the <i>quotation procedure</i>. The <i>Contracting Body</i> will issue the NEC 4 Engineering and Construction Subcontract Contract Data and Scope to all eligible Suppliers on the Lot(s), covering the location of the <i>subcontract works</i>, consisting of</p> <ul style="list-style-type: none"> <li>• the Scheme(s) details,</li> <li>• the Subcontract Data Part 1 and Z Clauses,</li> <li>• the Scope,</li> <li>• the Site Information,</li> <li>• the pricing document,</li> <li>• the proposed payment mechanism,</li> <li>• matters required to be included within the Early Warning Register and</li> <li>• "Request for Quotation" (RfQ) (see link in <b>Appendix 02</b>) including the expected timescales, requirements for quality and price proposals, evaluation criteria and key milestones to be considered in the programme.</li> </ul> <p>Only Suppliers eligible to be allocated work at the point the quotation request is issued will be able to take part in the Secondary Competition. The <i>Client</i> will advise the <i>Contracting Body</i> which Suppliers are eligible to be included in the Secondary Competition at the point the <i>Contracting Body</i> seeks approval for the <i>quotation procedure</i>.</p>
6.2.3.	<p>The Suppliers respond with a quotation within the timescales specified by the <i>Contracting Body</i> on the RfQ (a minimum of 10 working days). The quotation is calculated in accordance with section 7.1 of this Framework Information and in the form of the pricing document provided.</p> <p>The <i>Supplier</i> also provides</p> <ul style="list-style-type: none"> <li>• Contract Data Part 2 for the Subcontract Work Order and</li> <li>• any additional documentation as requested to be submitted as part of the RfQ.</li> </ul>

6.2.4.	<p>Evaluation under Secondary Competition for Subcontract Work Orders is carried out as follows</p> <ul style="list-style-type: none"> <li>• a quality panel assesses the <i>Supplier's</i> proposal using the evaluation criteria given in the RfQ. The quality panel may seek clarification during the marking process to remove any uncertainty regarding the proposal. If a submission is found to be non-compliant or their score is below the quality threshold as set out in the RfQ, the <i>Supplier</i> will be excluded from further consideration.</li> <li>• the <i>Supplier</i> with the highest total quality mark is given a score of 100. The quality scores of the remaining framework contract Suppliers are calculated by deducting from 100 one point for each full percentage point by which their mark is below the highest mark.</li> <li>• a commercial panel assesses each <i>Supplier's</i> pricing proposal. The <i>Supplier</i> with the lowest price submitted is given a score of 100. The commercial scores of the other framework contract Suppliers are calculated by deducting from 100 the variance (calculated to two decimal places) by which their price is above the lowest price.</li> <li>• the weightings of 70:30 (quality:price) are then applied to each <i>Supplier's</i> quality score and commercial score to calculate the weighted scores. These are then combined to determine the total score, to two decimal places.</li> <li>• The <i>Contracting Body</i> should satisfy themselves that the quotations received from the Suppliers are sustainable in relation to the price and quality submissions.</li> <li>• If two or more <i>Suppliers</i> achieve the same highest total score, the <i>Supplier</i> with the highest weighted quality score is taken forward.</li> </ul>
6.2.5.	<p>The framework contract Supplier who has the highest total score following the <i>quotation procedure</i> and evaluation process set out above is awarded the Subcontract Work Order. All Suppliers on the Lot will be notified of the outcome.</p> <p>The Subcontract Work Order will be submitted to the successful <i>Supplier</i>, detailing</p> <ul style="list-style-type: none"> <li>• the Scheme(s) details,</li> <li>• the additional Contract Data,</li> <li>• the proposed payment mechanism for the Subcontract Work Order,</li> <li>• the total of the Prices and</li> <li>• the <i>Client's</i> authorisation.</li> </ul> <p>The <i>Contracting Body</i> reserves the right not to proceed with any proposal made in response to an invitation.</p>

### 6.3. Pricing Work Orders

6.3.1.

Work Orders will be priced based on the principles detailed in **Table 04** below.

**Table 04 – Principles of Work Order Pricing**

3D Scheme Delivery Process Stage	Summary of Work Undertaken in Stage	Pricing Information
0 Scheme Identification	Not applicable	Not applicable
1 Options Assessment	Early Contractor Involvement supporting scheme designer in assessment of options and selection of the preferred solution	Paid for as Defined Cost plus Fee under Main Contract Work Order option E.
2 Preliminary Design	Early Contractor Involvement supporting the scheme designer in development of preliminary design. Key activities to include buildability assessment, value engineering, traffic management options and construction programme	Paid for as Defined Cost plus Fee under Main Contract Work Order Option E.
3 Detailed Design	Early Contractor involvement supporting the scheme designer in development of detailed design. Key activities to include buildability assessment, value engineering, traffic	Paid for as Defined Cost plus Fee under Main Contract Work Order option E.

		management options and construction programme	
	4 Commercial Pricing	Agreement of the Prices for X22 Stage Two (3D Stages 5 and 6)	Not priced – Disallowed Cost
	5 Construction	Construction of the works in accordance with the approved design and specification	Paid for as: Defined Cost plus Fee under Main Contract Work Order Option C or Defined Cost plus Fee Subcontract Work Order Option C
	6 Scheme Close out	Provide data to the designer for the Health and Safety File as built drawings and data and documentation in the <i>Client's</i> required format for input into the <i>Client's</i> electronic systems	Paid for as: Defined Cost plus Fee under Main Contract Work Order Option C or Defined plus Fee Cost Subcontract Work Order Option C and adjusted by the Contractor's share percentage as set out in the Contract Data Part 1
	7 Other Activities (as defined above)	As instructed	Paid for as Defined Cost plus Fee under Main Contract Work Order Option E



<p>6.3.2.</p>	<p><b>Option C Work Orders</b></p> <p>When the <i>Client</i> instructs the <i>Supplier</i> to submit the total of the Prices for an Option C Work Order for a Scheme</p> <ul style="list-style-type: none"> <li>• the <i>schedule of rates</i> contained in <i>quotation information</i> is used to prepare the total of the Prices for works to be undertaken by the <i>Supplier</i></li> <li>• each rate in the <i>schedule of rates</i> is the price for the item or unit of quantity described. It is anticipated that the item descriptions in the schedule are representative of most of the work to be likely to be carried out</li> <li>• the <i>Supplier</i> prepares the total of the Prices for the <i>works</i> using the templates provided by the <i>Client</i>. The total of the Prices is composed of individual activities that make up the <i>works</i> and the Price for each individual activity is obtained by multiplying the quantities assessed by the <i>Supplier</i> by the corresponding items in the <i>schedule of rates</i></li> <li>• the rates will include all the <i>Supplier's</i> risk and allowance for working in all scenarios except those detailed below. No adjustments from the <i>quotation information</i> are allowed other than those detailed below.</li> <li>• where the work item is similar to, but not the same, as an item of work in the <i>quotation information</i>, the <i>Supplier</i> uses the most appropriate <i>schedule of rates</i> resource build up and outputs in the <i>quotation information</i> as a basis to calculate a new rate or where a simple change or pro-rata adjustment to calculate a new rate is justified, such adjusted rate is treated as a rate from the <i>quotation information</i></li> <li>• for items of work where there is no similar item listed in the <i>quotation information</i>, a new rate is calculated <ul style="list-style-type: none"> <li>– in accordance with the “Method of Measurement for Highway Works” published by the Stationery Office as Volume 4 of the Manual of Contract Documents for Highway Works 1998 together with any published amendments (see link in <b>Appendix 02</b>) and any contract specific amendments referred to in the tender documents</li> <li>– that includes for delivering the work in accordance with the “Specification for Highway Works” (see link in <b>Appendix 02</b>) and any contract specific amendments and additions referred to in the tender documents</li> <li>– using the same principles that were used to calculate the tendered rates based on the People, Equipment, charges, Plant and Material costs and outputs included within <i>Supplier's</i> tendered rates and</li> <li>– to be fully inclusive of the work stated in the preambles to the <i>schedule of rates</i> contained in the <i>quotation information</i>.</li> </ul> </li> </ul>
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	<ul style="list-style-type: none"> <li>for each new rate calculated, the <i>Supplier</i> provides a breakdown in accordance with the Option C Schedule of Cost Components using the templates provided by the <i>Client</i>. If requested by the <i>Client</i>, the <i>Supplier</i> provides a method statement detailing how the rate has been calculated</li> <li>if the <i>Supplier</i> is appointed principal contractor, amounts for this role are included in the <i>quotation information</i> by including the relevant items from the <i>schedule of rates</i> in the Prices</li> <li>the <i>schedule of rates</i> items are exclusive of the Fee. The corresponding Fee from the <i>quotation information</i> will be applied to the <i>schedule of rates</i> items</li> <li>the total of the Prices for the work is calculated by multiplying the total of the base date prices and Fee for the works (assessed in accordance with the process described above) by the price adjustment factor for the works. A quotation priced on any other basis is rejected.</li> </ul>
6.3.3.	<p><b>Option E Work Orders</b></p> <p>When the <i>Supplier</i> submits a forecast of the total Defined Cost for the <i>works</i>, the <i>Supplier</i> prepares the forecast using the templates provided by the <i>Client</i>, and</p> <ul style="list-style-type: none"> <li>provides a breakdown in accordance with the Option E Schedule of Cost Components using templates provided by the <i>Client</i>. If requested by the <i>Client</i>, the <i>Contractor</i> provides a method statement detailing how the forecast has been calculated.</li> <li>if the <i>Supplier</i> is appointed principal contractor, amounts for these roles are included in the forecast of the total Defined Cost.</li> <li>the forecast of the total Defined Cost is exclusive of the Fee. The corresponding Fee from the <i>quotation information</i> will be applied to the forecast of the total Defined Cost in order to calculate the total of the Prices.</li> </ul>
<b>6.4. Adjustment of Prices</b>	
6.4.1.	For People items, on each anniversary of the date of the Framework Contract Date, the <i>maximum staff rates</i> in the <i>quotation information</i> are adjusted in accordance with Z100 of the framework contract and using the indices set out in the Framework Contract Data.
6.4.2.	For non-People items, the Prices are adjusted in accordance with the Main Contract Work Order clause Z108.
6.4.3.	The <i>Client</i> may consult the <i>Supplier</i> on any revised indices.
6.4.4.	Any changes to the indices to make them more representative of the costs

	being incurred is agreed with the <i>Supplier</i> .
<b>6.5. Insurance</b>	
6.5.1.	The <i>Supplier</i> provides the insurances in accordance with the Insurance Table in the Work Order. If a Work Order with a higher risk profile than anticipated arises the <i>Client</i> reserves the right to vary the level of insurance under any Work Order. This will be advised in any relevant Work Order.
6.5.2.	The <i>Client</i> may also be obliged to take into account the insurance requirements of others, for any work over, under, or in the vicinity of the railway Network Rail may require a third party public and products liability insurance limit of not less than £155,000,000 in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period, and with Network Rail to be as a named insured party in any relevant policy of insurance. This will be advised in any relevant Work Order.

7. PRICING INFORMATION (X22 STAGE TWO)	
7.1. Pricing Rules	
7.1.1.	This section 7 only applies to Main Contract Work Orders to which Option X22 applies (as confirmed in the Additional Work Order template)
7.1.2.	The <i>Supplier</i> uses the agreed rates, percentages and the fee percentage as included in the <i>quotation information</i> .
7.1.3.	No adjustments are made to the <i>quotation information</i> for differences in productivity, shift duration or if the basis on which the <i>Supplier</i> determined its Prices proves to be incorrect.
7.1.4.	<p>Where there is no price in the <i>quotation information</i> for any item of work the <i>Supplier</i> provides a fully reasoned and justified price complying with the following</p> <ul style="list-style-type: none"> <li>• prices are derived from the equipment, labour and material forecast Defined Cost and productivity rates used to build up the Schedule of Rates Resource Schedules in the <i>quotation information</i>,</li> <li>• subcontractors costs must demonstrate value for money by obtaining three quotes,</li> <li>• calculations to support the proposed price and evidence of similar costs being incurred on similar projects,</li> <li>• the approach to risk evaluation, ownership and management remains consistent with the approach taken in the framework tender submission and in accordance with the contract. The <i>Client</i> may agree to a change in this approach where there is a justification to do so and</li> <li>• the total of the Prices for X22 Stage Two does not exceed the accepted construction estimate approved at 3D Stage Gate 4 at the end of detailed design (3D Stage 3).</li> </ul>
7.2. Pricing Process	
7.2.1.	This commences when a Scheme has successfully passed through 3D Stage Gate 4 at the end of detailed design (3D Stage 3).
7.2.2.	<p>The <i>Client</i> provides to the <i>Supplier</i></p> <ul style="list-style-type: none"> <li>• Work Brief which includes the approved detailed design prepared in 3D Stage 3 including all drawings and specification,</li> <li>• Option X5 Sectional Completion start and completion dates (if used) for 3D Stage 5 and 6,</li> <li>• Timescale for reply and the Completion Date for 3D Stage 4 and</li> </ul>

	<ul style="list-style-type: none"> <li>The <i>Client's</i> design for X22 Stage Two in accordance with Clause X22.3.</li> </ul>
7.2.3.	<p>The <i>Supplier</i> assesses the total of the Prices for X22 Stage Two using the</p> <ul style="list-style-type: none"> <li>Work Brief which includes the approved detailed design prepared in 3D Stage 3 including all drawings and specification,</li> <li>pricing rules in section 7.1. and</li> <li>Option X5 Sectional Completion start and completion dates (if used) for 3D Stage 5 and 6.</li> </ul>
7.2.4.	<p>The <i>Supplier</i> responds with a submission which is provided within the time frame specified by the <i>Client</i> (a minimum of 10 working days). This includes</p> <ul style="list-style-type: none"> <li>the additional Contract Data Part 2 for the Work Order, including <ul style="list-style-type: none"> <li>CVs of key persons,</li> <li>matters for the Early Warning Register,</li> <li>programme and</li> <li>details of additional Named Suppliers added to the Project Bank Account details.</li> </ul> </li> <li>where Main Option C applies, a completed activity schedule,</li> <li>a priced <i>schedule of rates</i> with quantities derived from the information supplied as per paragraph 7.2.3.,</li> <li>data for the schedule of cost components in the <i>quotation information</i> <ul style="list-style-type: none"> <li>equipment purchased for work on the contract, with an on-cost charge,</li> <li>rates for special Equipment and</li> <li>the rates for Defined Cost of manufacture and fabrication outside the Working Areas by the <i>Supplier</i>.</li> </ul> </li> <li>information as per paragraph 7.1.4. for any item of work not included in the <i>quotation information</i> on the day the request for a quotation is issued, together with details to substantiate those prices based on information supplied in the <i>quotation information</i> including <ul style="list-style-type: none"> <li>resource schedule rate build-up sheets,</li> <li>subcontractor comparison sheets (including details of all quotations received and basis for selection of successful subcontractor) and</li> <li>successful subcontractor's quotations.</li> </ul> </li> </ul>

7.2.5.	<p>The <i>Client</i> replies within ten (10) working days of the <i>Supplier's</i> submission. If the reply is not accepted the <i>Client</i> states the reasons. A reason for not accepting the submission is that</p> <ul style="list-style-type: none"> <li>• the submission does not comply with the pricing rules in section 7.1 and the other provisions of the contract,</li> <li>• the total of the Prices X22 Stage Two does not reflect the Scope or</li> <li>• the <i>Supplier</i> has failed to cooperate with the <i>Client</i> in providing information required to enable the <i>Client</i> to assess the total of the Prices X22 Stage Two.</li> </ul>
7.2.6.	<p>The <i>Supplier</i> makes a revised submission within ten (10) working days taking account of the <i>Client's</i> reasons. The <i>Client</i> replies within ten (10) working days either</p> <ul style="list-style-type: none"> <li>• accepting the revised submission or</li> <li>• notifying the <i>Supplier</i> that the revised submission is not accepted for a reason stated in paragraph 7.2.5 above.</li> </ul>
7.2.7.	<p>If the <i>Supplier</i> does not submit a submission (or revised submission) within the relevant timescales referred to in paragraphs 7.2.5 and 7.2.6 or the <i>Client</i> does not accept the revised submission, the <i>Client</i> either</p> <ul style="list-style-type: none"> <li>• assesses the total of the Prices X22 Stage Two and notifies the <i>Supplier</i> of the assessment or</li> <li>• removes X22 Stage Two from the Scope of the Work Order and allocates the Scheme to another supplier.</li> </ul>

**8. NOT USED**

9. GENERAL FRAMEWORK OBLIGATIONS	
9.1. Information Systems and Security - General Requirements	
9.1.1.	<p>This section sets out the requirements in respect of Information Systems, including systems that</p> <ul style="list-style-type: none"> <li>• are developed, procured, provided and made available to the <i>Client</i> by the <i>Supplier</i> for the purposes of performing the information requirements under the framework contract and any Work Orders,</li> <li>• are developed, procured and provided by the <i>Supplier</i> relating to its own corporate business and operations of performing the information requirements under the framework contract and any Work Orders,</li> <li>• are provided or made available by the <i>Client</i> for use by the <i>Supplier</i> for the purposes of performing the information requirements under the framework contract and any Work Orders and</li> <li>• are likely to be provided or made available by the <i>Client</i> for use by the <i>Supplier</i> for the purposes of performing the information requirements under the framework contract and any Work Orders.</li> </ul>
9.1.2.	<p>To the extent that the <i>Supplier</i> is required to create or maintain any information under the framework contract or any Work Orders in electronic format, the <i>Supplier</i> ensures that, at all times</p> <ul style="list-style-type: none"> <li>• such a format is agreed with the <i>Client</i>,</li> <li>• such information is maintained to allow fast and efficient electronic transfer of information to the <i>Client</i> or Others <ul style="list-style-type: none"> <li>– without additional costs to the <i>Client</i> or Others,</li> <li>– without the need for complex, expensive procedures or processes and</li> <li>– in any event in such format as complies with the <i>Client's</i> requirements for such transfer,</li> </ul> </li> <li>• such information is backed-up and copies are held in offsite storage in accordance with procedures agreed with the <i>Client</i> and</li> <li>• it implements and complies with (and ensures that its subcontractors implement and comply with) all procedures for information back-up and off-site storage referred to in this paragraph.</li> </ul>
9.1.3.	<p>The <i>Supplier</i> maintains all its Information Systems so as to enable its segregation from any other computer or electronic storage devices, systems, materials or information of the <i>Supplier</i> and transfer to the <i>Client</i> or an Incoming Supplier, efficiently and without additional expense or delay immediately on termination or expiry of the framework contract and any Work Orders.</p>



9.1.4.	The <i>Supplier</i> complies with the “information management system (IMS)” (see link in <b>Appendix 02</b> ), a platform outlining additional information for the processes of data and information requirements.
<b>9.2. Supplier Information Systems</b>	
9.2.1.	<p>The <i>Supplier</i>, at the <i>go live date</i></p> <ul style="list-style-type: none"> <li>• has in place and provides or makes available to the <i>Client</i>, appropriate Information Systems (and relevant hardware required to use such Information Systems) of the type set out in section 9.9, to comply with the <i>Client</i> information requirements and the contract management information requirements,</li> <li>• has in place Information Systems (electronic or otherwise) of the type set out in the non-exhaustive list in Table 1 in <b>Appendix 05</b>, to comply with the <i>Supplier</i> information requirements concerning its own corporate business and operations and</li> <li>• has proof of compliance with the “Her Majesty’s Government Security Policy Framework (HMG SPF)” (see link in <b>Appendix 02</b>) in respect of those Information Systems.</li> </ul>
<b>9.3. Client Information Systems and Training</b>	
9.3.1.	Unless otherwise agreed with the <i>Client</i> , the <i>Supplier</i> uses and interfaces with the <i>Client</i> ’s current systems (Table 2 in <b>Appendix 05</b> ) and new systems (Table 3 in <b>Appendix 05</b> ) when available.
9.3.2.	The <i>Client</i> provides relevant training for all relevant systems provided by the <i>Client</i> that are listed in Tables 2 and 3 in <b>Appendix 05</b> .
9.3.3.	The <i>Supplier</i> proposes a list of appropriate Staff to be trained for each requirement for acceptance by the <i>Client</i> . The <i>Supplier</i> liaises with the <i>Client</i> to programme the training to optimise efficiencies.
<b>9.4. Access Requirements to Information Systems provided by the Client</b>	
9.4.1.	<p><u>Gateway access requirements</u></p> <p>The Business Information Gateway or its successor (the Gateway) is the interface through which</p> <ul style="list-style-type: none"> <li>• the <i>Supplier</i> is required to access the <i>Client</i>’s business IT network and the <i>Client</i> Information Systems and</li> <li>• the <i>Client</i> may access one or more of the <i>Supplier</i>’s Information Systems and documents.</li> </ul>
9.4.2.	Unless otherwise agreed with the <i>Client</i> , the <i>Supplier</i> connects to the Gateway, using a virtual private network specified by the <i>Client</i> .

9.4.3.	<p>The <i>Supplier</i></p> <ul style="list-style-type: none"> <li>• applies to the <i>Client</i> for authorisation to connect to the Gateway and connects to the Gateway in a manner to be specified by the <i>Client</i>,</li> <li>• procures and pays for the installation and ongoing costs of connection of any of its premises or Information Systems to the Gateway through a telecommunications network, taking into account the data volume and the number of the Staff that it expects to use the Gateway,</li> <li>• arranges suitable support and business continuity for connection to the Gateway,</li> <li>• facilitates the installation and maintenance of the Gateway by the <i>Client</i> or Others,</li> <li>• employs appropriate requirements and procedures, and trains its Staff to operate the current systems,</li> <li>• attends training in connection with the implementation, and where appropriate, the <i>Supplier</i> facilitates the implementation of new systems and any other systems required by the <i>Client</i> and</li> <li>• does not alter any documents provided by the <i>Client</i> through the Gateway (which are the exclusive property of the <i>Client</i>) without the prior agreement of the <i>Client</i>.</li> </ul>
9.4.4.	<p>The <i>Supplier</i> acknowledges that</p> <ul style="list-style-type: none"> <li>• the network technology underlying the Gateway is subject to change from time to time,</li> <li>• access through and continued membership of the Gateway requires that the <i>Supplier</i> complies with <ul style="list-style-type: none"> <li>– applicable user access requirements,</li> <li>– “HMG SPF” (see link in <b>Appendix 02</b>) and</li> <li>– other confidentiality, technical and security requirements set out in the framework contract and any Work Orders.</li> </ul> </li> </ul>
9.4.5.	<p>The connection point to the Gateway situated at the <i>Supplier</i>’s premises is located in a room that is secured from theft, damage, unauthorised or malicious use to reduce risk to the connection point by using appropriate physical security controls as set out in “HMG SPF”. The location remains fixed for the duration of the framework contract and (if longer than the duration of the framework contract) any Work Orders unless the <i>Supplier</i> requests and the <i>Client</i> approves a new location.</p>
9.4.6.	<p><u>Other access requirements</u></p> <ul style="list-style-type: none"> <li>• <i>Client</i> Information Systems not covered by paragraph 9.4.1 may be accessed through the internet via third party hosts and using relevant software applications installed on <i>Supplier</i> systems. They are not subject</li> </ul>

	<p>to the same security and related access requirements that apply to <i>Client</i> Information Systems accessed through the Gateway.</p> <ul style="list-style-type: none"> <li>The <i>Supplier</i> may request from the <i>Client</i> authorisation and other details regarding internet access to such <i>Client</i> Information Systems. The <i>Supplier</i> provides further information to the <i>Client</i> required for the <i>Client</i>'s consideration of such a request including Staff names, locations, computer equipment to be used.</li> <li>The <i>Supplier</i> ensures that any device which is used to access, or process <i>Client</i> data meets all of the security requirements set out in the "National Cyber Security Centre (NCSC) End User Devices Platform Security Guidance" (see link in <b>Appendix 02</b>).</li> </ul>
<b>9.5. Access Requirements to Information Systems provided by the Supplier</b>	
9.5.1.	<p>The <i>Supplier</i> provides the <i>Client</i> remote access to the <i>Supplier</i>'s Information Systems and related documents</p> <ul style="list-style-type: none"> <li>through the Gateway or</li> <li>through another interface agreed by the <i>Client</i>.</li> </ul>
9.5.2.	<p>Any access required by the <i>Client</i> to systems provided by the <i>Supplier</i> is made available via the Gateway or by other remote access methods agreed by the <i>Client</i>.</p>
<b>9.6. Supplier Security and User Access</b>	
9.6.1.	<p>The <i>Supplier</i> ensures that all persons who use <i>Client</i> Information Systems for or on behalf of the <i>Supplier</i> comply with the <i>Client</i>'s security requirements.</p>
9.6.2.	<p>The <i>Supplier</i> is responsible for determining any formal application and security clearance requirements to enable the <i>Client</i> to access any Information Systems provided by the <i>Supplier</i>. The <i>Supplier</i> informs the <i>Client</i> of those requirements, including timescales, no later than four weeks after the Framework Contract Date.</p>
9.6.3.	<p>The <i>Supplier</i> immediately notifies the <i>Client</i>'s "IT Security Advice Team" (see details in <b>Appendix 02</b>) and the help desk when Staff with access to the <i>Client</i>'s IT network, are no longer performing the <i>Supplier</i>'s obligations under the framework contract or any Work Order.</p>
9.6.4.	<p>The <i>Client</i> suspends any accounts if they are not used for a continuous period of six months or for Staff who are no longer performing the <i>Supplier</i>'s obligations under the framework contract or any Work Order.</p>
9.6.5.	<p>The <i>Client</i> deletes any accounts if they are not used for a continuous period of thirteen months or for Staff who are no longer performing the <i>Supplier</i>'s obligations under the framework contract or any Work Order.</p>
9.6.6.	<p>The <i>Client</i> immediately suspends any accounts supplied to persons who use</p>

	<p><i>Client</i> Information Systems for or on behalf of the <i>Supplier</i> if they are</p> <ul style="list-style-type: none"> <li>• used by anyone other than the person for whom they were created (the “authorised user”),</li> <li>• used from a device which is not issued by the <i>Supplier</i> or</li> <li>• used from a physical location not agreed by the <i>Client</i>.</li> </ul> <p>The <i>Supplier</i> provides for acceptance by the <i>Client</i></p> <ul style="list-style-type: none"> <li>• a formal explanation for the account’s misuse and</li> <li>• proposed actions to ensure that such issues do not recur.</li> </ul> <p>Accounts suspended are not to be re-opened until the <i>Client</i> has accepted the explanation and proposed actions.</p> <p>In all these cases the <i>Client</i> is not liable for any financial penalty or other expense incurred as a result of the <i>Supplier</i> failing to meet its commitments.</p>
<b>9.7. Software and Licences</b>	
9.7.1.	The <i>Supplier</i> grants, or procures the grant of, licences required to allow the <i>Client</i> to use the Information Systems developed, procured or otherwise provided by the <i>Supplier</i> to the <i>Client</i> .
9.7.2.	The <i>Supplier</i> has in place or procures its own licences required to use common software applications that it may require to be able to interface with, or to access <i>Client</i> Information Systems.
9.7.3.	The <i>Supplier</i> applies to the <i>Client</i> for licences to allow the <i>Supplier</i> to use certain Information Systems provided or made available by the <i>Client</i> .
<b>9.8. Liaison and cooperation between <i>Client</i> and <i>Supplier</i></b>	
9.8.1.	The <i>Client</i> is adopting an Information Technology Infrastructure Library best practice approach for Information Communication and Technology (ICT) services. The <i>Supplier</i> demonstrates a formal approach to its ICT service management through the development of an ICT strategy and makes its ICT strategy available to the <i>Client</i> .
<b>9.9. Systems provided by the <i>Supplier</i> to meet <i>Client</i> and Contract Management Information Requirements</b>	
9.9.1.	<p><u>Electronic Document and Records Management</u></p> <p>The <i>Supplier</i> develops proposals, for acceptance by the <i>Client</i>, for developing an Information System that electronically manages both the electronic and physical records (including documents, records and e-mails) which are created and maintained on behalf of the <i>Client</i>. Documents and records are defined in the <i>Client</i>’s record policy, a copy of which can be obtained from the <i>Client</i>.</p>

9.9.2.	<p>A reason for not accepting the proposal includes</p> <ul style="list-style-type: none"> <li>• not enabling the effective management and where applicable the disposal of records,</li> <li>• preventing the <i>Client</i> to comply with its records management policy and other obligations inclusive of the Public Records Act 1985 (and amendments) or</li> <li>• prevention of efficient transfer of records to the <i>Client</i>.</li> </ul>
9.9.3.	<p>Once accepted, the <i>Supplier</i> implements and operates an Information System for the management of electronic and physical records.</p>
9.9.4.	<p><u>Information Systems provided by the <i>Supplier</i></u></p> <p>The Information Systems provided by the <i>Supplier</i> are listed in Table 1 in <b>Appendix 05</b>.</p>
<b>9.10. Security Plan</b>	
9.10.1.	<p>The <i>Supplier</i> prepares a robust information security plan complying with the <i>Client's</i> information security requirements and submits it to the <i>Client</i> for acceptance. The <i>Client's</i> security policy is set out in the "Information Management System (IMS)" (see link in <b>Appendix 02</b>). The <i>Supplier</i> includes the security plan in its quality management system. The security plan complies with the requirements of "ISO/IEC27001" and "ISO/IEC27002" (see links in <b>Appendix 02</b>) and includes procedures which</p> <ul style="list-style-type: none"> <li>• ensure compliance with the Data Protection Legislation,</li> <li>• protect information against accidental, unauthorised or unlawful processing, destruction, loss, damage or disclosure of Personal Data,</li> <li>• ensure that unauthorised persons do not have access to Personal Data or to any equipment used to process Personal Data,</li> <li>• protect IT systems from viruses and similar threats,</li> <li>• provide for disaster recovery, and in particular ensure that the Personal Data is safely backed-up and</li> <li>• provide for the vetting of its Staff in accordance with the <i>Client's</i> staff vetting procedures.</li> </ul>
9.10.2.	<p>The <i>Supplier</i> provides training for its employees and Subcontractors in accordance with the security plan.</p>
9.10.3.	<p>The <i>Supplier</i> does not use any confidential or proprietary information provided to or acquired by it for any purpose other than to perform its obligations under the framework contract or any Work Order. The <i>Supplier</i> implements measures to prevent the disclosure of such information by its employees or Subcontractors.</p>

9.10.4.	On Completion of any Work Order, termination or if requested by the <i>Client</i> , the <i>Supplier</i> gives to the <i>Client</i> all Personal Data held by them in a format specified by the <i>Client</i> (or any subcontractor at any stage of remoteness from the <i>Client</i> and Sub-Processor) and destroys and procures any subcontractor (at any stage of remoteness from the <i>Client</i> ) and any Sub-Processor destroys, any electronic and paper copies of such data in a secure manner.
9.10.5.	<p>Where the <i>Supplier</i> obtains or collects Personal Data on behalf of the <i>Client</i>, the <i>Supplier</i></p> <ul style="list-style-type: none"> <li>provides to Data Subjects a data protection notice in a form accepted by the <i>Client</i> informing the Data Subject of the identity of the <i>Client</i>, the identity of any data protection nominated lead it may have appointed, the purpose or purposes for which their Personal Data will be processed and any other information which is necessary having regard to the specific circumstances in which the Personal Data is, or is to be, processed to enable processing in respect of the Data Subject to be fair and</li> <li>where applicable, obtains all necessary consents for the processing of Personal Data.</li> </ul>
9.10.6.	A failure to comply with this section is treated as a substantial failure by the <i>Supplier</i> to comply with its obligations under the framework contract or any Work Order.
<b>9.11. Data Collection System</b>	
9.11.1.	The <i>Supplier</i> captures all costs within a data collection system identified by the <i>Client</i> in commodity breakdown structure (CBS) form as a minimum for use on the framework contract or any Work Order in respect of applications for payment.
9.11.2.	If the <i>Client</i> 's minimum requirements for the <i>Supplier</i> 's data collection system are not met, the <i>Supplier</i> is required to effect such modifications or enhancements to its own data collection system, or those of its supply chain, as are required, to meet the <i>Client</i> 's requirements.
9.11.3.	<p>Any investment costs associated with implementing such enhancements are borne totally by the <i>Supplier</i> or its subcontractor (at any stage of remoteness from the <i>Client</i>) and not charged back to the <i>Client</i>.</p> <p>This is covered in the Work Order Contract Data Z1 in the amended definition of Disallowed Cost.</p>
<b>9.12. Data Handling Requirements</b>	
9.12.1.	The <i>Supplier</i> complies with the <i>Client</i> 's "information Security Secure Data Handling Requirements (Policy)" (see link in <b>Appendix 02</b> ) when working on the <i>Client</i> 's systems or handling the <i>Client</i> 's data.

	Prior to processing personal data on behalf of the <i>Client</i> , the <i>Supplier</i> submits a security plan to the <i>Client</i> for acceptance that complies with the requirements of ISO/IEC27001 and ISO/IEC27002.
9.12.2.	A system on which the <i>Supplier</i> holds any <i>Client</i> 's data, including back-up data, is a secure system that complies with the <i>Client</i> 's security policy.
<b>9.13. Breach of Security</b>	
9.13.1.	<p>"Breach of security" is the occurrence of</p> <ul style="list-style-type: none"> <li>any unauthorised access to or use of the Information Systems, the <i>Client</i> premises, the Sites, the Service Provider System, the <i>Client</i> System (to the extent that it is under the control of the <i>Supplier</i>), or any IT, information or data (including the Confidential Information and the <i>Client</i> Data) used by the <i>Client</i>, or the <i>Supplier</i> in connection with the framework contract and any Work Orders or</li> <li>the loss (physical or otherwise), corruption, or unauthorised disclosure of any information or data (including the Confidential Information and the <i>Client</i> Data), including any copies of such information or data, used by the <i>Client</i>, or the <i>Supplier</i> in connection with the framework contract and any Work Orders.</li> </ul>
9.13.2.	The <i>Supplier</i> develops and maintains a Security Incident management and reporting policy in accordance with the <i>Client</i> 's "Information Security Incident Management Requirements" (see link in <b>Appendix 02</b> ) and ISO27001. The <i>Supplier</i> makes a full log of Security Incidents available to the <i>Client</i> on request, and in any case on a quarterly basis. All Security Incidents defined as a Major Incident will be reported to the <i>Client</i> as soon as practicable (in any case within twenty-four (24) hours of the <i>Supplier</i> becoming aware of the Incident).
9.13.3.	<p>The "Information Security Incident management process" (see <b>Appendix 02</b>), as a minimum, requires the <i>Supplier</i> upon becoming aware of a breach of security or an attempted breach of security to</p> <ul style="list-style-type: none"> <li>immediately take all reasonable steps (which includes any action or changes reasonably required by the <i>Client</i> which will be completed within such timescales as the <i>Client</i> may reasonably require) necessary to <ul style="list-style-type: none"> <li>minimise the extent of actual or potential harm caused by such breach of security,</li> <li>remedy such breach of security to the extent possible and protect the integrity of the Information System against any such potential or future attempt of breach of security,</li> <li>apply a tested mitigation against any such breach of security or potential or attempted breach of security and, provided that reasonable testing has been undertaken by the <i>Supplier</i>, if the mitigation adversely affects the <i>Supplier</i>'s ability to deliver the works</li> </ul> </li> </ul>

	<p>so as to meet any performance indicator, the <i>Supplier</i> is granted relief against the failure to meet such affected performance indicator for such period as the <i>Client</i>, acting reasonably, may specify by written notice to the <i>Supplier</i> and</p> <ul style="list-style-type: none"> <li>– prevent a further breach of security or attempted breach of security in the future exploiting the same root cause failure.</li> <li>• as soon as reasonably practicable and, in any event, within 2 working days, following the breach of security or attempted breach of security, provide to the <i>Client</i> full details of the breach of security or attempted breach of security, including a root cause analysis where required by the <i>Client</i>.</li> </ul>
9.13.4.	<p>In the event that any action is taken in response to a breach of security or attempted breach of security which occurred as a result of non-compliance of the information security management system (ISMS) outlined in ISO 27001 and/or the risk management with the Baseline Personnel Security Standard (BPSS) outlined in the HMG SPF and/or the framework contract and any Work Orders, then such action and any required change to the Information System and/or risk management will be completed by the <i>Supplier</i> at no cost to the <i>Client</i>.</p>
<b>9.14. Offshoring of Data</b>	
9.14.1.	<p>In this section Risk Assessment is a full risk assessment and security review carried out by the <i>Client</i> in accordance with the “HMG SPF” (see link in <b>Appendix 02</b>) and the <i>Client</i>’s “Information Security Data Security Standard” (see link in <b>Appendix 02</b>).</p>
9.14.2.	<p>The <i>Supplier</i> does not store any of the <i>Client</i>’s data that is classified as OFFICIAL (including OFFICIAL SENSITIVE) or higher in accordance with the “HMG Government Security Classifications” (see link in <b>Appendix 02</b>)</p> <ul style="list-style-type: none"> <li>• offshore or</li> <li>• in any way that it could be accessed from an offshore location</li> </ul> <p>until the <i>Client</i> has confirmed to the <i>Supplier</i> that either</p> <ul style="list-style-type: none"> <li>• the <i>Client</i> has gained approval for such storage in accordance with the Information Security Data Security Standard or</li> <li>• such approval is not required.</li> </ul>
9.14.3.	<p>The <i>Supplier</i> ensures that no offshore premises are used in performing its obligations under the framework contract or any Work Order until</p> <ul style="list-style-type: none"> <li>• such premises have passed a Risk Assessment acceptable to the <i>Client</i> or</li> <li>• the <i>Client</i> confirms to the <i>Supplier</i> that no Risk Assessment is required.</li> </ul>
9.14.4.	<p>The <i>Supplier</i> complies with an instruction from the <i>Client</i> to provide any</p>



	<p>information required to allow the <i>Client</i> to</p> <ul style="list-style-type: none"> <li>• gain approval for storing data or allowing access to data from an offshore location in accordance with paragraph 9.14.2 or</li> <li>• conduct a Risk Assessment for any premises in accordance with paragraph 9.14.3.</li> </ul>
9.14.5.	The <i>Supplier</i> ensures that any subcontract (at any stage of remoteness from the <i>Client</i> ) contains provisions to the same effect as this section.
9.14.6.	A failure to comply with this section is treated as a substantial failure by the <i>Supplier</i> to comply with its obligations under the framework contract and all Work Orders.
<b>9.15. Asset Management Information Systems</b>	
9.15.1.	<p>The <i>Client</i> will</p> <ul style="list-style-type: none"> <li>• put asset data at the heart of everything so that decisions made regarding the strategic road network are effective, robust and customer-focused,</li> <li>• develop asset information and cost intelligence to improve investment and maintenance decision making, working towards whole life costing and improving efficiency and</li> <li>• ensure everybody takes joint responsibility to maintaining asset data.</li> </ul>
9.15.2.	The <i>Supplier</i> complies with the “Asset Data Management Manual (ADMM)” (see link in <b>Appendix 02</b> ), in managing asset data (plan, capture, store, use and dispose).
<b>9.16. Confidentiality</b>	
9.16.1.	<p>The <i>Supplier</i> keeps (and ensures that anyone employed by it or acting on its behalf keeps) confidential and does not disclose to any person</p> <ul style="list-style-type: none"> <li>• the terms of the framework contract or any Work Order and</li> <li>• any confidential or proprietary information (including Personal Data) provided to or acquired by the <i>Supplier</i> in the course of performing its obligations under the framework contract or any Work Order</li> </ul> <p>except that the <i>Supplier</i> may disclose information</p> <ul style="list-style-type: none"> <li>• to its legal or other professional advisers,</li> <li>• to its employees and subcontractors (at any stage of remoteness from the <i>Client</i>) as needed to enable the <i>Supplier</i> to perform its obligations,</li> <li>• where required to do so by law or by any professional or regulatory obligation or by order of any court or government agency, provided that prior to disclosure the <i>Supplier</i> consults the <i>Client</i> and takes full account of the <i>Client</i>’s views about whether (and if so to what extent) the</li> </ul>

	<p>information should be disclosed,</p> <ul style="list-style-type: none"> <li>• which it receives from a third party who lawfully acquired it and who is under no obligation restricting its disclosure,</li> <li>• which is in the public domain at the time of disclosure other than due to the fault of the <i>Supplier</i> or</li> <li>• with the consent of the <i>Client</i>.</li> </ul>
9.16.2.	The <i>Supplier</i> does not (and ensures that anyone employed by it or acting on its behalf does not) use any confidential or proprietary information provided to or acquired by it for any purpose other than to perform its obligations under the framework contract or any Work Order.
<b>9.17. Official Secrets Acts</b>	
9.17.1.	The Official Secrets Acts 1911 to 1989 (the “Official Secrets Acts”) (see links in <b>Appendix 02</b> ) apply to the framework contract, and any Work Orders, from the Framework Contract Date until all work to be carried out under any Work Orders is completed.
9.17.2.	The <i>Supplier</i> notifies its employees and subcontractors (at any stage of remoteness from the <i>Client</i> ) of its duties under the Official Secrets Acts.
9.17.3.	A failure to comply with this section is treated as a substantial failure by the <i>Supplier</i> to comply with its obligations under this framework contract and all Work Orders.
<b>9.18. Parent Company Guarantee</b>	
9.18.1.	If the <i>Supplier</i> is required to provide a Parent Company Guarantee, it is provided in the form set out in <b>Appendix 07</b> . If the entity that is required to provide the Parent Company Guarantee is a company not registered in England and Wales under the “Companies Act 2006” (see link in <b>Appendix 02</b> ), the <i>Supplier</i> provides a legal opinion in support of a Parent Company Guarantee.
9.18.2.	<p>Any legal opinion provided by the <i>Supplier</i> in support of a Parent Company Guarantee from a non-English or Welsh registered company includes (among others) the following matters</p> <ul style="list-style-type: none"> <li>• is addressed to the <i>Client</i> on a full reliance basis,</li> <li>• the liability of the lawyers giving the opinion must not be subject to any exclusion or limitation of liability,</li> <li>• confirmation that <ul style="list-style-type: none"> <li>– the Controller is a corporation duly incorporated in the relevant jurisdiction, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated,</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>– the Controller has full power to execute, deliver, enter into and perform its obligations under the Parent Company Guarantee,</li> <li>– all necessary corporate, shareholder and other action required to authorise the execution and delivery by the Controller of the Parent Company Guarantee and the performance by it of its obligations under it have been duly taken,</li> <li>– execution by the proposed signatories in accordance with the method of execution proposed will constitute valid execution by the Controller,</li> <li>– the execution and delivery by the Controller of the Parent Company Guarantee and the performance of its obligations under it will not conflict with or violate <ul style="list-style-type: none"> <li>• the constitutional documents of the Controller,</li> <li>• any provision of the laws of the jurisdiction in which it is incorporated,</li> <li>• any order of any judicial or other authority in the jurisdiction in which it is incorporated or</li> <li>• any mortgage, contract or other undertaking which is binding on the bidder or its assets and</li> </ul> </li> <li>– (assuming that it is binding under English law) the Parent Company Guarantee constitutes legal, valid and binding obligations of the Controller enforceable in accordance with its terms,</li> <li>• notification of any other formalities to be complied with under local law which may be necessary to enforce the Parent Company Guarantee in the Controller's place of incorporation, including (for example) notarisation, legalisation or registration of the Parent Company Guarantee,</li> <li>• notification of whether withholding is required to be made by the Controller in relation to any monies payable to the <i>Client</i> under the Parent Company Guarantee,</li> <li>• confirmation of whether the <i>Client</i> will be deemed to be resident or domiciled in the foreign jurisdiction by reason of its entry into the Parent Company Guarantee and</li> <li>• confirmation that the Controller and its assets are not entitled to immunity from suit, pre-judgment attachment or restraint or enforcement of a judgment on grounds of sovereignty or otherwise in the courts of England in respect of proceedings against it in relation to the Parent Company Guarantee.</li> </ul>
<b>9.19. Form of Novation</b>	
9.19.1.	Should a deed of novation be required pursuant to Z4 of the framework contract <i>conditions of contract</i> , the form of novation agreement is issued by the <i>Client</i> for agreement as in <b>Appendices 08 and 09</b> .

9.20. Disclosure Requests	
9.20.1.	The <i>Supplier</i> acknowledges that the <i>Client</i> may receive a Disclosure Request and the <i>Client</i> may be obliged (subject to the application of any relevant exemption and where applicable the Public Interest Test) to disclose information (including commercial sensitive information) pursuant to a Disclosure Request. Where practicable the <i>Client</i> , consults with the <i>Supplier</i> before doing so in accordance with the “Cabinet Office Freedom of Information Code of Practice” (see link in <b>Appendix 02</b> ). The <i>Supplier</i> responds to any consultation within any deadlines set by the <i>Client</i> and to the satisfaction of the <i>Client</i> . The <i>Supplier</i> acknowledges that it is for the <i>Client</i> to determine whether such information will be disclosed.
9.20.2.	When requested to do so by the <i>Client</i> , the <i>Supplier</i> promptly provides information in its possession relating to the framework contract and any Work Orders and assists and co-operates to enable the <i>Client</i> to respond to a Disclosure Request within the time limit set out in the relevant legislation (see relevant legislation listed in <b>Appendix 02</b> under “Disclosure Requests legislation”).
9.20.3.	The <i>Supplier</i> promptly passes any Disclosure Request received to the <i>Client</i> . The <i>Supplier</i> does not respond directly to a Disclosure Request unless instructed by the <i>Client’s Representative</i> .
9.20.4.	The <i>Supplier</i> acknowledges that the <i>Client</i> is obliged to publish information relating to the framework contract and any Work Orders in accordance with “Procurement Policy Note (PPN) 01/17 Update to Transparency Principles” dated 16 February 2017 except to the extent that any information in it is exempt from disclosure pursuant to the “Freedom of Information Act 2000”. The <i>Client</i> consults with the <i>Supplier</i> before deciding whether the information is exempt, but the <i>Supplier</i> acknowledges that the <i>Client</i> has the final decision (see links in <b>Appendix 02</b> ).
9.20.5.	In accordance with PPN 01/17, the <i>Supplier</i> <ul style="list-style-type: none"> <li>co-operates with and assists the <i>Client</i> to enable the <i>Client</i> to comply with its obligations to publish information or agrees with the <i>Client</i> a schedule for the release to the public of information relating to the <i>Client</i>,</li> <li>provides information to assist the <i>Client</i> in responding to queries from the public as required by the <i>Client</i> and</li> <li>supplies the <i>Client</i> with financial data relating to the framework contract and any Work Order in the form and in the times specified.</li> </ul>
9.20.6.	The <i>Supplier</i> acknowledges that the <i>Client</i> is obliged to publish the provisions of the framework contract in accordance with the Crown Commercial Service’s Guidance Note “Publication of Central Government Tenders and Contracts” dated November 2017, except to the extent it is exempt from disclosure pursuant to the “Freedom of Information Act 2000”. The <i>Client</i> consults with the <i>Supplier</i> before deciding whether the information is exempt, but the <i>Supplier</i> acknowledges that

	the <i>Client</i> has the final decision. The <i>Supplier</i> co-operates with and assists the <i>Client</i> and the <i>Client</i> to publish the framework contract in accordance with the <i>Client's</i> obligation (see links in <b>Appendix 02</b> ).
<b>9.21. Business Continuity</b>	
9.21.1.	When instructed as part of framework mobilisation the <i>Supplier</i> prepares a business continuity plan that complies with “ISO22301:2019” (see link in <b>Appendix 02</b> ) and submits the draft plan to the <i>Client</i> for acceptance. A reason for not accepting the business continuity plan includes (but is not limited to) that it does not align with ISO22301:2019. The <i>Supplier</i> amends the plan to address the <i>Client's</i> comments and resubmits for acceptance within one week.
9.21.2.	The <i>Supplier</i> undertakes an annual test event to test the plan. The <i>Supplier</i> agrees with the <i>Client</i> the test scenario prior to the test. Following the test, the <i>Supplier</i> prepares a feedback report with any proposed amendments to the business continuity plan and submits the report to the <i>Client</i> within two weeks of the test for acceptance. A reason for not accepting the proposed amendments is that the <i>Client</i> considers that the proposed amendments do not resolve the issues raised in the accepted feedback report.
9.21.3.	The <i>Supplier</i> implements any proposed amendments in the accepted feedback report as instructed by the <i>Client's Representative</i> .
9.21.4.	Where requested, the <i>Supplier</i> completes the <i>Client's</i> annual business continuity self-assessment assurance document in the form provided by the <i>Client</i> . The <i>Supplier</i> provides supporting evidence to the <i>Client</i> to demonstrate that the business continuity processes and procedures based on the self-assessment are in place. The <i>Client</i> may undertake an audit of compliance with these requirements.
<b>9.22. Client's Code of Practice</b>	
9.22.1.	The <i>Supplier</i> complies (and ensures that any person employed by it or acting on its behalf complies) with the <i>Client's</i> “Counter Fraud, Bribery and Corruption Policy and Response Plan” and “Fair Payment Charter” (together referred to as “the Codes”) as set out in <b>Appendix 02</b> .
9.22.2.	The <i>Supplier</i> complies with the Codes until the Completion Date of all Work Orders and with <ul style="list-style-type: none"> <li>• paragraphs 3.1 and 4.3 of the <i>Client's</i> “Counter Fraud, Bribery and Corruption Policy” and</li> <li>• paragraph 1 of the <i>Client's</i> “Fair Payment Charter”.</li> </ul> for a period not less than 12 years after the <i>end date</i> .
9.22.3.	The <i>Supplier</i> ensures that any subcontract (at any stage of remoteness from the <i>Client</i> ) under this framework contract or relevant Work Order contains provisions

	to the same effect as specified herein.
9.22.4.	A failure to comply with this section is treated as a substantial failure by the <i>Supplier</i> to comply with its obligations under the framework contract and any Work Order.
<b>9.23. Discrimination, Bullying and Harassment</b>	
9.23.1.	The <i>Supplier</i> does not discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to the Discrimination Acts.
9.23.2.	<p>In performing its obligations under the framework contract and all Work Orders, the <i>Supplier</i> co-operates with and assists the <i>Client</i> to satisfy its duty under the Discrimination Acts to</p> <ul style="list-style-type: none"> <li>• eliminate unlawful discrimination, harassment and victimisation,</li> <li>• advance equality of opportunity between different groups and</li> <li>• foster good relations between different groups.</li> </ul>
9.23.3.	<p>The <i>Supplier</i> ensures that its employees, or subcontractor employees (at any stage of remoteness from the <i>Client</i>) comply with the <i>Client</i>'s requirements.</p> <p>Where they are required to carry out any activity on the <i>Client</i>'s premises or alongside the <i>Client</i>'s employees on any other premises, they comply with</p> <ul style="list-style-type: none"> <li>• the requirements of the Discrimination Acts,</li> <li>• the <i>Client</i>'s employment policies and</li> <li>• codes of practice relating to discrimination and equal opportunities (see links in <b>Appendix 02</b>).</li> </ul>
9.23.4.	<p>The <i>Supplier</i> notifies the <i>Client</i> as soon as it becomes aware of any investigation or proceedings brought against the <i>Supplier</i> under the "Discrimination Acts" (see links in <b>Appendix 02</b>) in connection with the framework contract and any Work Orders and</p> <ul style="list-style-type: none"> <li>• provides any information requested by the investigating body, court or tribunal in the timescale allotted,</li> <li>• attends (and permits a representative from the <i>Client</i> to attend) any associated meetings,</li> <li>• promptly allows access to any relevant documents and information and</li> <li>• co-operates fully and promptly with the investigatory body, court or tribunal.</li> </ul>
9.23.5.	The <i>Supplier</i> complies with all applicable human rights and employment laws in the jurisdictions in which they work and have robust means of ensuring that the subcontractors (at any stage of remoteness from the <i>Client</i> ) also comply.

9.23.6.	<p>The <i>Supplier</i> complies with the <i>Client's</i> "Anti-slavery (human trafficking) policy" (see link in <b>Appendix 02</b>). The <i>Supplier</i> carries out an annual audit to monitor its compliance with the "Modern Slavery Act 2015" (see link in <b>Appendix 02</b>) which covers all its obligations under all its existing <i>Client</i> contracts. The <i>Supplier</i> prepares and delivers to the <i>Client</i> no later than 1<sup>st</sup> August each year an annual</p> <ul style="list-style-type: none"> <li>• slavery and human trafficking report,</li> <li>• transparency statement and</li> <li>• a risk register with mitigating actions</li> </ul> <p>which complies with the Modern Slavery Act 2015 and sets out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.</p>
9.23.7.	<p>The <i>Supplier</i> notifies the <i>Client</i> as soon as it becomes aware of any actual or suspected slavery or human trafficking in any of its supply chains or any part of its business.</p>
9.23.8.	<p>The <i>Supplier</i> does not purchase any raw materials, resources or products that have been sourced from producers or manufacturers using forced labour and child labour in its operations or practice.</p>
9.23.9.	<p>The <i>Supplier</i> implements due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under the framework contract and any Work Order.</p>
9.23.10.	<p>The <i>Supplier</i> ensures that its Staff and subcontractors (at any stage of remoteness from the <i>Client</i>) have not been convicted of slavery or human trafficking offences anywhere around the world.</p>
9.23.11.	<p>The <i>Supplier</i> reports the discovery or suspicion of any slavery or trafficking by it or its subcontractors (at any stage of remoteness from the <i>Client</i>) to the <i>Client</i> and the "Modern Slavery Helpline" (see link in <b>Appendix 02</b>).</p>
9.23.12.	<p>The <i>Supplier</i> complies (and ensures that any subcontractor complies) with the <i>Client's</i> "Respect at Work" policy relating to bullying and harassment (see link in <b>Appendix 02</b>). If the <i>Client</i> considers that the presence or conduct of any of its Staff or subcontractors (at any stage of remoteness from the <i>Client</i>) at any location relevant to the performance of the framework contract or any Work Order is undesirable or in breach of the <i>Client's</i> policies, the <i>Client</i> instructs the <i>Supplier</i> to implement corrective action.</p>
9.23.13.	<p>The <i>Supplier</i> ensures that any subcontract (at any stage of remoteness from the <i>Client</i>) relevant to the performance of its obligations under the framework contract or any Work Order, contains provisions to the same effect as this section 9.23. The <i>Supplier</i> may propose to the <i>Client</i> for agreement that a specific subcontract (at any stage of remoteness from the <i>Client</i>) relevant to the performance of its obligations under the framework contract or any Work Order, does not comply with</p>

	the requirements of this section 9.23. The <i>Supplier</i> provides a detailed reason for not including some or all of the requirements of this section 9.23 in the specific contract. The <i>Supplier</i> provides further detail when requested by the <i>Client</i> to assist their consideration. If agreed by the <i>Client</i> , the <i>Supplier</i> is relieved from including some or all of the requirements of this section 9.23 in the specific contract.
9.23.14.	A failure to comply with this section is treated as a substantial failure by the <i>Supplier</i> to comply with its obligations under this framework contract and any Work Order.
<b>9.24. Quality Management System</b>	
9.24.1.	The <i>Supplier</i> complies with the quality management requirements in <b>Appendix 04</b> .
<b>9.25. Health, Safety and Wellbeing – General Requirements</b>	
9.25.1.	The <i>Supplier</i> complies with the <i>Client</i> 's health, safety and wellbeing requirements as detailed in sections 9.25 – 9.44 below, and in <b>Appendix 02</b> (reference documents).
9.25.2.	The <i>Supplier</i> complies with and operates according to all relevant and prevailing health, safety and wellbeing legislation, considerations, guidance and industry best practice. The <i>Supplier</i> provides its obligations under the framework contract and any Work Order in a way that aligns to the <i>Client</i> 's health, safety and wellbeing policies and initiatives.
<b>9.26. Management of Health and Safety</b>	
9.26.1.	<p>The <i>Supplier</i></p> <ul style="list-style-type: none"> <li>operates a health and safety management system in line with the requirements set out in <b>Appendix 04</b> (Quality Management),</li> <li>documents the systems and fully and effectively implements the health and safety management system prior to the <i>go live date</i> and</li> <li>provides evidence to the <i>Client</i> to demonstrate that the health and safety management system is documented satisfactorily and is effectively implemented to meet the timescale stated above. The <i>Client</i> may prevent the <i>Supplier</i> from starting any work until such evidence is provided.</li> </ul>
9.26.2.	<p>The requirements for certification in general, of the <i>Supplier</i>'s management systems are set out in <b>Appendix 04</b> (Quality Management).</p> <p>The certification requirements for the <i>Supplier</i>'s corporate health and safety system for the framework contract are, the <i>Supplier</i></p>



	<ul style="list-style-type: none"> <li>obtains certification from a body accredited by UKAS (or another body accepted by the <i>Client</i>) of its corporate health and safety management system by the <i>go live date</i>,</li> <li>is not permitted to start any work on site until certification is gained unless the <i>Client</i> has accepted that compliance to the standard is acceptable for a prescribed period and</li> <li>submits to the <i>Client</i> a copy of all certificates within one week after it is obtained. If the <i>Supplier</i> already holds such certification at the Framework Contract Date, the <i>Supplier</i> submits to the <i>Client</i> a copy of all certificates within two weeks of the Framework Contract Date.</li> </ul> <p>The scope of the certification for the <i>Supplier's</i> health and safety management system must reflect the work being undertaken.</p>
9.26.3.	The <i>Supplier</i> operates and develops its health and safety management system to meet the <i>Client's</i> requirements. The <i>Supplier</i> provides consistency of approach and interoperability with other stakeholders where appropriate, ensuring activities are consistent between all stakeholders, allowing seamless provision of performing its obligations under the framework contract and all Work Orders between different sites within the Working Area.
9.26.4.	The <i>Supplier's</i> health and safety management system forms part of the <i>Supplier's</i> Quality Plan.
<b>9.27. Supplier's Occupational Health Management System</b>	
9.27.1.	<p>The <i>Supplier</i></p> <ul style="list-style-type: none"> <li>operates an occupational health management system in line with requirements of the Health and Safety Executive's prevailing construction occupational health management model, "Essentials of Managing Construction Health Risks" (see link in <b>Appendix 02</b>) and</li> <li>participates in <i>Client</i> / supply chain working groups to improve health and safety management performance in relation to the following topics <ul style="list-style-type: none"> <li>designing for health and safety in buildability and operability and maintenance,</li> <li>construction health and safety improvement and</li> <li>sustainable design and sustainable construction.</li> </ul> </li> </ul>
9.27.2.	<p>If, in the opinion of the <i>Client</i>, the <i>Supplier</i> is performing its obligations under the framework contract or any Work Order in an unsatisfactory manner or commits a breach of</p> <ul style="list-style-type: none"> <li>any prevailing legislation,</li> <li>the <i>Supplier's</i> health and safety management system,</li> <li>a subcontractor's health and safety management system or</li> </ul>

	<ul style="list-style-type: none"> <li>the <i>Client's</i> health and safety management system,</li> </ul> <p>the <i>Client</i> notifies the <i>Supplier</i> and raises the issue formally via the Contract Management Points system in accordance with <b>Appendix 04</b> and the <i>Client's</i> health and safety management system assurance process.</p>
9.27.3.	The notification provided by the <i>Client</i> to the <i>Supplier</i> sets out the breach or breaches identified with reasons and outlines the minimum steps required by the <i>Supplier</i> to rectify the breach, and a date for rectifying.
9.27.4.	Where the <i>Supplier</i> has been given notification of a breach, the <i>Supplier</i> rectifies the breach or failure to perform its obligations under the framework contract and any Work Order (as applicable), in a satisfactory manner, by the date specified by the <i>Client</i> . The <i>Supplier</i> corrects other breaches that are not notified by the <i>Client</i> .
<b>9.28. Subcontractors' Health and Safety Management Systems</b>	
9.28.1.	The <i>Supplier</i> ensures that any of its subcontractors (at any stage of remoteness from the <i>Client</i> ) working on sites where the <i>Supplier</i> is the principal contractor operate a formal health and safety management system which fulfils the requirements set out above.
<b>9.29. Health, Safety and Wellbeing Culture and Communication</b>	
9.29.1.	<p>The <i>Supplier</i> ensures that it creates a culture and communications that align to the <i>Client's</i> "Home Safe and Well approach" (see details in <b>Appendix 02</b>).</p> <p>The <i>Supplier</i></p> <ul style="list-style-type: none"> <li>provides relevant health and safety training, including induction, to relevant Staff and visitors to ensure compliance with prevailing health and safety legislation and approved codes of practice,</li> <li>establishes, operates and delivers health and safety employee consultation arrangements to its employees in accordance with applicable prevailing health and safety legislation,</li> <li>operates a behavioural safety programme, measured against the supply chain health, safety and wellbeing maturity matrix and</li> <li>participates in <i>Client</i> / supply chain events, programmes and initiatives as appropriate and if requested.</li> </ul>
<b>9.30. Health and Safety Exchange of Information</b>	
9.30.1.	Where appropriate, the <i>Client</i> provides relevant health and safety information requested by the <i>Supplier</i> , if the information the <i>Client</i> holds is necessary to enable the <i>Supplier</i> to perform its obligations under the framework contract or any Work Order in a safe and legally compliant manner.
9.30.2.	The <i>Supplier</i> provides information in the frequency and format specified in the framework contract, or if a different frequency and format is required, as specified

	by the <i>Client</i> .
9.30.3.	The <i>Supplier</i> immediately brings to the attention of the <i>Client</i> any issue or potential issue that may have a detrimental impact on the health, safety and wellbeing of any stakeholders.
<b>9.31. Health and Safety Resources</b>	
9.31.1.	The <i>Supplier</i> retains sufficient competent health and safety resource as part of its management structure.
9.31.2.	<p>The minimum requirements for the <i>Supplier's</i> health and safety resources are that their health and safety manager</p> <ul style="list-style-type: none"> <li>• has chartered membership of “The Institution of Occupational Safety and Health (IOSH)” (see link in <b>Appendix 02</b>),</li> <li>• is qualified to “National Examination Board in Occupational Safety and Health (NEBOSH)” diploma standard (or higher) (see link in <b>Appendix 02</b>),</li> <li>• has a demonstrable working knowledge of prevailing health and safety legislation, guidance and approved codes of practice relevant to performing its obligations under the framework contract and any Work Order and</li> <li>• has the appropriate level of competence, training and demonstrable experience in the field for which they are performing its obligations under the framework contract and any Work Order.</li> </ul>
<b>9.32. Health and Safety Competence of <i>Supplier's</i> Employees</b>	
9.32.1.	The <i>Supplier</i> ensures that its employees are competent to perform its obligations under the framework contract and all Work Orders and upon request provides the <i>Client</i> with information about the <i>Supplier's</i> arrangements for assuring employee competence and with employee training records.
9.32.2.	Before commencement of performing its obligations under the framework contract or any Work Order the <i>Supplier</i> provides the <i>Client</i> with a statement (signed by a person authorised to sign tenders on behalf of the company) to confirm that all the <i>Supplier's</i> employees and subcontractors (at any stage of remoteness from the <i>Client</i> ) are competent to undertake the roles that they are assigned to, to deliver its obligations under the framework contract and all Work Orders. The <i>Supplier</i> provides further signed statements to the <i>Client</i> when any new <i>Supplier</i> employees are appointed or assigned to deliver its obligations under the framework contract or any Work Order.
9.32.3.	For roles where no suitable recognised competence standards exist, the <i>Supplier</i> provides information against the criteria and method it has used to provide assurance of the competence of its employees for those roles.

<b>9.33. Health and Safety in Construction</b>	
9.33.1.	The <i>Supplier</i> ensures that assets, including materials and equipment, are used, installed, constructed and maintained in accordance with prevailing legal requirements, standards and specifications instructed by the <i>Client</i> .
<b>9.34. Incident Reporting and Investigation</b>	
9.34.1.	The <i>Supplier</i> complies with the <i>Client</i> 's "General Guidance 128 (GG128) Requirements for reporting incidents, events and undesirable circumstances: health, safety, wellbeing, structural and environmental" or its later update or replacement, including any time periods required by GG128 (see link in <b>Appendix 02</b> ). If a time period is not specified in GG128 then the <i>period of reply</i> applies unless agreed otherwise by the <i>Client</i> .
9.34.2.	Following the notification of an incident, the <i>Supplier</i> , in line with the <i>Client</i> 's standards, determines if a formal investigation is required, and follows the notification, investigation and reporting procedures as set out therein.
9.34.3.	The <i>Supplier</i> undertakes investigations to identify root cause(s) of the incident with an independent competent person who has relevant training, knowledge and experience in effective accident/incident investigation.
9.34.4.	Nothing prevents the <i>Supplier</i> from carrying out its own (additional) investigation of an incident, and in such case, the <i>Supplier</i> provides a copy of its completed incident report to the <i>Client</i> .
9.34.5.	The incident report provides <ul style="list-style-type: none"> <li>• root cause identification and analysis on the circumstances surrounding the accident/ incident and any remedial measures to be taken in order to prevent a reoccurrence and</li> <li>• relevant photographs and statements</li> </ul> as an integral part of the report.
9.34.6.	Where the <i>Supplier</i> is compiling a draft investigation report, the <i>Supplier</i> discusses the findings of the draft report with the <i>Client</i> prior to the production of the final draft of such a report.
9.34.7.	The <i>Supplier</i> implements applicable recommendations arising from incident investigations within the timescales agreed with the <i>Client</i> .
9.34.8.	The <i>Client</i> has the right to investigate any incidents wherever they may occur.
9.34.9.	The <i>Supplier</i> provides the <i>Client</i> unrestricted access at all reasonable times to the facilities, equipment, materials, employees and records of the <i>Supplier</i> or the subcontractor (at any stage of remoteness from the <i>Client</i> ) for this purpose (subject to any statutory or contractual obligation prohibiting this access).

9.34.10.	<p>The <i>Supplier</i> provides a copy of all materials related to an incident to the <i>Client</i> within the timescales agreed. Any material that would otherwise fail to be disclosed by the <i>Supplier</i> to the <i>Client</i>, may be withheld by the <i>Supplier</i>, provided that the <i>Supplier's</i> legal adviser confirms to the <i>Client</i> that the material is</p> <ul style="list-style-type: none"> <li>• a confidential communication between the <i>Supplier</i> and its legal adviser for the purposes of seeking or giving legal advice that the legal advisers would normally expect to be given legal privilege in the normal course of its business with the <i>Supplier</i> or</li> <li>• a confidential communication between the <i>Supplier</i> or its legal advisers and a third party where the communication came into existence with the dominant purpose of being used in connection with contemplated, pending, or actual, litigation in adversarial proceedings (as opposed to investigations or fact-finding inquiries).</li> </ul>
9.34.11.	<p>The <i>Supplier</i> ensures that all subcontracts (at any stage of remoteness from the <i>Client</i>), whether to the framework contract or any Work Order, contain requirements reflecting paragraphs 9.34.1 to 9.34.10.</p>
<b>9.35. Health and Safety Inspections/ Assurance</b>	
9.35.1.	<p>The <i>Supplier</i></p> <ul style="list-style-type: none"> <li>• agrees with the <i>Client</i> a plan of health and safety inspections / assurance throughout each twelve-month calendar year, or duration of the framework contract,</li> <li>• carries out formal site safety inspections or assurance activities as agreed with the <i>Client</i> and documents the findings of these inspections or assurance activities,</li> <li>• ensures that only competent persons carry out inspections or assurance activities,</li> <li>• notifies the <i>Client</i> in advance of the date of an inspection or assurance activity, and allows the <i>Client</i> to participate in inspections or assurance activities if the <i>Client</i> requests to do so</li> <li>• takes effective actions to ensure that any issues identified during inspections or assurance activities are effectively addressed within the timescales agreed with the <i>Client</i> and</li> <li>• includes, in all subcontracts (at any stage of remoteness from the <i>Client</i>) whether to the framework contract or any Work Orders, the rights of access for the <i>Client</i>.</li> </ul>
<b>9.36. Health and Safety Management Audit</b>	
9.36.1.	<p>The <i>Supplier</i> allows the <i>Client</i> unrestricted access during contracted hours, to the premises, equipment, materials, employees and records of the <i>Supplier</i> and any subcontractors (at any stage of remoteness from the <i>Client</i>) whether under the</p>

	framework contract or any Work Order (unless a statutory or contractual obligation prohibits the disclosure of any such records) to audit any, or all of the <i>Supplier's</i> health and safety management systems. The <i>Supplier</i> includes, in all subcontracts, whether to the framework contract or any Work Order, the rights of access for the <i>Client</i> .
9.36.2.	The <i>Supplier</i> implements all recommendations from these audits that are agreed with the <i>Client</i> , within a timescale mutually agreed between the <i>Client</i> and the <i>Supplier</i> .
<b>9.37. Construction Design and Management (CDM) Regulations 2015 Compliance</b>	
9.37.1.	The <i>Client</i> appoints relevant CDM duty holders in writing, based upon a review of an organisation's ability and competence to perform its obligations under the framework contract and all Work Orders.
9.37.2.	CDM duty holders (principal contractor and principal designer) discharge their obligations under the CDM Regulations 2015 (see link in <b>Appendix 02</b> ) in compliance with the Approved Code of Practice or industry best practice guidance endorsed by the HSE, and provide the <i>Client</i> with evidence of such compliance, ensuring competent persons are maintained to continuously fulfil duty requirements throughout performing its obligations under the framework contract and all Work Orders.
9.37.3.	Principal contractor duties (as defined by CDM Regulations 2015) are to be undertaken by the <i>Supplier</i> when instructed by the <i>Client</i> . The <i>Supplier</i> refers to the "Construction Industry Training Board (CITB) guidance" (see link in <b>Appendix 02</b> ) when carrying out the principal contractor role. Where the <i>Supplier</i> is not required to undertake the principal contractor duties, the <i>Client</i> notifies the <i>Supplier</i> as to who will be undertaking this role.
9.37.4.	During the pre-construction phase and before setting up a construction site in the Working Area, the <i>Supplier</i> creates a construction phase plan in respect of the relevant <i>works</i> in compliance with Regulation 12(2) of the CDM Regulations 2015 and provides a copy of the plan to the <i>Client</i> .
9.37.5.	Where instructed by the <i>Client</i> , the <i>Supplier</i> undertakes the role of principal contractor and associated duties (and other duties as listed in section S 1127 of the Main Contract Work Order Scope) in respect of performing its obligations under any relevant Work Order to which the CDM Regulations 2015 apply including <ul style="list-style-type: none"> <li>• work carried out by the <i>Client</i> or</li> <li>• work carried out by Others.</li> </ul>
<b>9.38. Medical Fitness</b>	
9.38.1.	The <i>Supplier</i> advises the <i>Client</i> of any known medical disability or condition of any <i>Supplier</i> employees, or subcontractor's employees, or employees of any other

	related party, which is to be risk assessed and effective controls put in place to ensure their own health, safety and wellbeing and the health, safety and wellbeing of others.
9.38.2.	When requested by the <i>Client</i> , the <i>Supplier</i> provides such information and other evidence (anonymised and with consideration given to the protection of Personal Data at any stage of remoteness from the <i>Client</i> ) as may be reasonably required by the <i>Client</i> to demonstrate compliance with the above requirement.
<b>9.39. Health Assessment and Control</b>	
9.39.1.	The <i>Supplier</i> ensures that its direct employees are provided with such health surveillance as appropriate, having regard to the risks to their health and safety which are identified by a risk assessment and in accordance with prevailing health and safety and other relevant legislation.
9.39.2.	The <i>Supplier</i> makes wellbeing services available to its employees and supply chain as identified by risk assessment and as appropriate, taking into consideration the nature of work and duration, and in line with, but not exhaustive of, the <i>Client's</i> instructions.
9.39.3.	The <i>Supplier</i> monitors and records working days lost due to illness and stress-related conditions and introduces management systems for minimising ill health. This data is supplied on request to the <i>Client</i> .
<b>9.40. Alcohol and Substance Abuse</b>	
9.40.1.	The <i>Supplier</i> ensures that its employees, whilst engaged in performing its obligations under the framework contract or any Work Order, are not at any time in possession of, and are not under the influence of any Prohibited Substance. This requirement does not apply where the <i>Supplier's</i> employees possess a Prohibited Substance for bona fide medical reasons for which the <i>Client</i> has given acceptance for such <i>Supplier</i> employees to be engaged in performing its obligations under the framework contract or any Work Order.
9.40.2.	The <i>Supplier</i> notifies the <i>Client</i> of any its employees who are undergoing a voluntary detoxification/rehabilitation programme. The <i>Client</i> has the right to prevent such <i>Supplier's</i> employees from performing its obligations under the framework contract or any Work Order if it considers that there is a risk to the health, safety and wellbeing of that employee or any other person involved in performing its obligations under the framework contract or any Work Order or a risk to the satisfactory delivery of the <i>works</i> or <i>subcontract works</i> .
9.40.3.	Where the <i>Client</i> is of the opinion, that any of the <i>Supplier's</i> employees (or any subcontractors involved in performing its obligations under the framework contract or any Work Order) may be in possession of, have taken, or are under the influence of any Prohibited Substance while performing its obligations under the framework contract or any Work Order, the <i>Client</i> instructs the <i>Supplier</i> to perform

	<p>a drug and alcohol test using the following as appropriate of such <i>Supplier</i> employees</p> <ul style="list-style-type: none"> <li>• breath testing by breathalyser,</li> <li>• urine testing by urinalysis and</li> <li>• a search of personal possessions / work area of such <i>Supplier</i> employees for evidence of a prohibited substance.</li> </ul>
<b>9.41. Health and Safety Charity-based Incentive Schemes</b>	
9.41.1.	The <i>Supplier</i> adopts charity-based incentive schemes covering local and national charities if requested to do so by the <i>Client</i> .
<b>9.42. Supply Chain Maturity Matrix Action Plan</b>	
9.42.1.	If the <i>Supplier</i> (or where there is a joint venture, each Consortium Member) does not have an agreed “Supply Chain Maturity Matrix Action Plan” (‘SCMM Action Plan’) with the <i>Client</i> , the <i>Supplier</i> (or each Consortium Member) delivers a “SCMM Action Plan” and submits it to the <i>Client</i> by the <i>go live date</i> . The process to be followed is set out in the “SCMM Process” document referenced in <b>Appendix 02</b> .
9.42.2.	<p>The “SCMM Action Plan template” is based on the “Supply Chain Maturity Matrix” (‘SCMM’) (see link in <b>Appendix 02</b>) and the associated implementation plan(s) produced by the <i>Supplier</i> (or each Consortium Member).</p> <p>The “SCMM Action Plan” details specific actions to be taken under the framework contract by the <i>Supplier</i> (or each Consortium Member) and its subcontractors (at any stage of remoteness from the <i>Client</i>) in order to support delivery of the improvements identified in the implementation plan(s) for the <i>Supplier</i> (or each Consortium Member).</p>
9.42.3.	The <i>Supplier</i> (or each Consortium Member) updates their “SCMM Action Plan” in line with and to support delivery of the improvements identified in, the implementation plan(s) and on each anniversary of the Framework Contract Date. The annual updates are based on the updated SCMM and implementation plan(s) produced by the <i>Supplier</i> (or each Consortium Member).
9.42.4.	The <i>Supplier</i> (or each Consortium Member) keeps a controlled copy of the “SCMM Action Plan” available for inspection by the <i>Client</i> at all times.
9.42.5.	<p>The <i>Client</i> notifies the <i>Supplier</i> (or a Consortium Member) if at any time the <i>Client</i> considers that the “SCMM Action Plan”</p> <ul style="list-style-type: none"> <li>• does not comply with the requirements of the framework contract or</li> <li>• is not capable of delivering the improvements identified in the implementation plan(s).</li> </ul>
9.42.6.	Following such notification, the <i>Supplier</i> (or each Consortium Member) reviews



	the “SCMM Action Plan” and reports to the <i>Client</i> setting out proposed changes. If the <i>Client</i> accepts the proposals, the “SCMM Action Plan” is changed within agreed timescales.
<b>9.43. Management of Road Risk</b>	
9.43.1.	The <i>Supplier</i> ensures that it has systems in place for the effective management of occupational road safety and road risk in accordance with guidance provided by the HSE or other relevant industry guidance (see links in <b>Appendix 02</b> ) and in line with section 9.44 (DfBB) below.
9.43.2.	The <i>Supplier’s</i> road safety management system has provision for assessing traffic management, driver competence and eligibility, driver safety training, vehicle maintenance and accident and incident investigation.
<b>9.44. Driving for Better Business (DfBB)</b>	
9.44.1.	<p>The <i>Supplier</i>, as part of its organisation’s health and safety at work programme</p> <ul style="list-style-type: none"> <li>• is a member of an Accredited Scheme(s) or Standard for Managing “Work-Related Road Risk” (WRRR) (i.e. the current WRRR standards and accreditations ISO 39001, CLOCS, FORS, Van Excellence, Earned Recognition) (See details in <b>Appendix 01</b>),</li> <li>• provides evidence of this to the <i>Client</i>,</li> <li>• manages WRRR to the appropriate standard for performing its obligations under the framework contract and all Work Orders that are being provided, and in line with section 9.43 above and</li> <li>• aligns, through DfBB collaboration, the WRRR standards and accreditations, to provide greater rigour, through renewed focus and audits, to reduce safety alerts.</li> </ul>
9.44.2.	<p>By the <i>go live date</i> the <i>Supplier</i></p> <ul style="list-style-type: none"> <li>• registers with the “Driving for Better Business” (DfBB) programme,</li> <li>• undertakes the DfBB risk assessment and gap analysis of their ‘driving at work’ activities which covers all drivers and vehicles that may be used on business,</li> <li>• implements a ‘driving for work’ policy that <ul style="list-style-type: none"> <li>– complies with “Health and Safety Executive” (HSE) guidance,</li> <li>– applies to all areas of the business,</li> <li>– applies to all types of driving undertaken,</li> <li>– is communicated effectively to all employees who may drive for business purposes and</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>– includes a statement from their chief executive officer (CEO) or board director responsible for WRRR that outlines the importance attached to work-related road safety,</li> <li>• implements an effective system for measuring and monitoring fleet activity including the frequency and severity of any collisions, together with driver and vehicle compliance. This includes as a minimum <ul style="list-style-type: none"> <li>– records of crashes and investigation results,</li> <li>– driver training or education supplied,</li> <li>– driver licence checking and relevant insurance checking,</li> <li>– employee policy acceptance and</li> <li>– vehicle checks and defect reporting,</li> </ul> </li> <li>• implements an effective system for ensuring the same level of awareness regarding WRRR and compliance with HSE guidance through any subcontractors involved in performing its obligations under the framework contract and all Work Orders.</li> <li>• completes (and ensures that all its subcontractors complete the “Driving for Better Business (DfBB) Leadership Statement” (commitment) (see link in <b>Appendix 02</b>). This is a self-declaration that they manage WRRR to the minimum acceptable level. The <i>Supplier</i> takes any required measures to ensure that declarations are correct</li> <li>• demonstrates to the <i>Client</i> the reduction of collisions, incidents or instances of non-compliance year on year, or provides a reasonable explanation if this is not the case and</li> <li>• includes these requirements and ensures their compliance in all subcontracts (at any stage of remoteness from the <i>Client</i>) whether under the framework contract or any Work Order.</li> </ul>
9.44.3.	<i>The Supplier</i> shares knowledge and best practice with the DfBB community where appropriate or as advised by the <i>Client</i> and attends any related events/ initiatives as instructed by the <i>Client</i> .
<b>9.45. Security</b>	
9.45.1.	The <i>Supplier</i> obtains the consent of its employees to the searching at any time by an authorised representative of the <i>Client</i> , of their person or their property or of any article including, without limitation, any container, package, box, holdall, suitcase or vehicle which is in the possession or use of <i>Supplier's</i> employees on the <i>Client's</i> premises / property / site or being retained by the <i>Client</i> on behalf of the <i>Supplier</i> or <i>Supplier's</i> employees.
9.45.2.	Any person not complying or unwilling to comply with the requirements above, is removed from the <i>Client's</i> premises / property and not permitted access to the

	<i>Client's</i> premises / property site.
<b>9.46. Supply Chain Safety Leadership Group</b>	
9.46.1.	<p>The industry initiatives created and endorsed by the Supply Chain Safety Leadership Group (SCSLG) (see links in <b>Appendix 02</b>)</p> <ul style="list-style-type: none"> <li>• “Common Intent documents”,</li> <li>• “Raising the Bar initiative” and</li> <li>• “Lessons Learnt”</li> </ul> <p>drive improvements in health, safety and wellbeing standards across the industry (see details in <b>Appendix 02</b>).</p>
9.46.2.	<p>The <i>Supplier</i> compares the “Common Intent” and “Raising the Bar” initiative guidance with their own health safety and wellbeing practices and provides a report to the <i>Client</i> prior to the end of the framework contract mobilisation detailing</p> <ul style="list-style-type: none"> <li>• where the “Common Intent” or “Raising the Bar” guidance is more comprehensive than the <i>Supplier's</i>, the <i>Supplier</i> produces a remedial plan for bringing their working practices up to this minimum standard and updates/amends the <i>Supplier's</i> management systems as identified by gap analysis</li> <li>• where the <i>Supplier's</i> working practices surpass those set out in the guidance, the <i>Supplier</i> provides details of these to allow the <i>Client</i> to update the guidance for the benefit of all road workers.</li> </ul>
9.46.3.	<p>The <i>Client</i> undertakes an independent audit process established to assure the implementation of “Common Intent” and “Raising the Bar” activities. Assessment (and expectation) levels will increase over time as health, safety and wellbeing standards are raised and the bar is set incrementally higher.</p>
<b>9.47. Home Safe and Well Approach</b>	
9.47.1.	<p>The <i>Supplier</i> submits to the <i>Client</i> for acceptance, a strategy of how it will operate around the <i>Client's</i> “Home Safe and well” approach (see link in <b>Appendix 02</b>).</p> <p>The <i>Supplier</i> commits and contributes to the <i>Client's</i> “Home Safe and Well” approach by defining their own commitment to getting everyone home safe and well and considers where a positive difference can be added.</p> <p>The <i>Supplier</i></p> <ul style="list-style-type: none"> <li>• considers how its role in connecting the country can really make a difference and embed safety as the first imperative across all areas of responsibility,</li> <li>• recognises the behaviours that enable the culture change required to achieve our vision and deliver the objectives of the organisation,</li> </ul>

	<ul style="list-style-type: none"> <li>engages and collaborates as appropriate with the wider business, supply chain and other stakeholders to promote health, safety and wellbeing, recognising behaviours that bring “Home Safe and Well” to life,</li> <li>is responsible and accountable for the health, safety and wellbeing of those employed by the <i>Supplier</i> and those the <i>Supplier</i> works with and</li> <li>embeds the “Home Safe and Well” approach within the “Supply Chain Maturity Matrix” (SCMM) and associated implementation and action plans.</li> </ul>
<b>9.48. Deleterious and Hazardous Materials</b>	
9.48.1.	<p><u>Asbestos</u></p> <p>The <i>Supplier</i> complies with the “Control of Asbestos at Work Regulations 2012” and “General Guidance 105 (GG105) asbestos management” (see links in <b>Appendix 02</b>).</p>
<b>9.49. Highways England Passport Scheme</b>	
9.49.1.	<p>The <i>Client</i> (and the Supply Chain Safety Leadership Group) endorses the full implementation of the “Highways England Passport Scheme” (see link in <b>Appendix 02</b>) to evidence training and competence.</p> <p>The <i>Client</i> actively encourages all framework contract Suppliers to sign up within six months of the <i>go live date</i>.</p> <p>The “Highways England Passport Scheme” has 2 parts</p> <ul style="list-style-type: none"> <li><b>The Smartcard/System</b>, a single database accessible by all applicable license holders with the ability to record training, competence, tool-box talks, notify expiry dates, data sharing and migration on individuals moving between service providers that can be read by a variety of mobile or fixed access card readers and</li> <li><b>The Highways Common Induction (HCI)</b>, to provide a baseline understanding of the common hazards on the <i>Client’s</i> network, reducing the induction process repeated on every project by removing the content that is common to all sites.</li> </ul> <p>More information on the passport scheme and full information on how to join can be found on the link in <b>Appendix 02</b>.</p>
<b>9.50. Performance Measurement</b>	
9.50.1.	<p>The <i>Supplier</i> uses the current version of the “Collaborative Performance Framework” (CPF) (see link in <b>Appendix 02</b>) in order to accurately measure its performance. The <i>Supplier</i> follows the processes set out in the ‘Guidance’ sheet within the CPF and the relevant guidance documentation on the “Supply Chain Portal” (see link in <b>Appendix 02</b>) in relation to the use of performance scores to drive improved performance.</p>

9.50.2.	The <i>Supplier</i> uses the current version of the CPF, records performance against each of the relevant indicators in the CPF and assists the <i>Client</i> in the development of the CPF by proposing and developing ways in which improvements can be made to the CPF.
9.50.3.	<p>The scores recorded by the <i>Supplier</i> against each CPF indicator are submitted to the <i>Client</i> for moderation. Once moderated, the <i>Supplier</i> submits by return to the relevant CPF email address. The instructions for identifying the relevant CPF email address and the relevant working day in the month for submission are set out in the CPF instructions on the Supply Chain Portal.</p> <p>The first CPF covers the first month from the <i>starting date</i> and are thereafter submitted monthly.</p>
<b>Performance Review</b>	
9.50.4.	The <i>Supplier</i> undertakes a performance review addressing all aspects of performance on a monthly basis, or as instructed by the <i>Client</i> in accordance with the CPF.
9.50.5.	The Performance Level is 6 and is measured in accordance with the CPF.
9.50.6.	Where the <i>Supplier's</i> performance is below the Performance Level, this is treated as a substantial failure by the <i>Supplier</i> to comply with its obligations under the framework contract and all Work Orders.
9.50.7.	The <i>Client</i> leads additional annual reviews to assess all aspects of <i>Supplier</i> performance and trends in performance indicators. The <i>Supplier</i> assists with any additional reviews as requested by the <i>Client</i> .
<b>Amendment to Performance Management</b>	
9.50.8.	<p>The <i>Client</i> will periodically review the CPF and may issue updates as a result of these reviews. These updates may include</p> <ul style="list-style-type: none"> <li>• the use of new repositories for all performance measurement related data,</li> <li>• the introduction of new or revised measurements or procedures to gather consistently high-quality data for performance measurement,</li> <li>• the introduction of new capabilities or methodologies to monitor and deliver areas of performance measurement,</li> <li>• the introduction or modification to targets for <i>Supplier's</i> performance and</li> <li>• the introduction of new iterations of the Collaborative Performance Framework (CPF) and supporting documentation.</li> </ul>
9.50.9.	The <i>Supplier</i> may submit proposed amendments to the CPF to the <i>Client</i> via the <i>Client's</i> supplier performance team and the proposed amendments will be considered as part of the CPF and metric review process.

<b>The <i>Supplier's</i> Responsibilities</b>	
9.50.10.	The <i>Supplier</i> complies with the requirements in the CPF, Collaborative Performance Framework.
9.50.11.	<p>In line with the CPF, the <i>Supplier</i></p> <ul style="list-style-type: none"> <li>• recognises that performance information is the property of the <i>Client</i>,</li> <li>• provides any performance information requested by the <i>Client</i>, to the required quality and timescales,</li> <li>• treats performance information as a significant asset,</li> <li>• provides deconstructed operational or source data requested by the <i>Client</i>, along with supporting narrative where required to qualify outlying performance and any actions being undertaken,</li> <li>• provides performance information used internally by the <i>Supplier</i> to construct performance metrics as requested by the <i>Client</i>,</li> <li>• updates data accurately and ensures that performance data is entered precisely against the relevant fields and attributes in the Performance Management Information System. If any data formatting requirements are unclear the <i>Supplier</i> seeks clarification from the <i>Client</i> and</li> <li>• scores any behavioural metrics.</li> </ul>
<b>Targets for Performance</b>	
9.50.12.	The <i>Client</i> reserves the right to introduce or modify the CPF, targets or metrics for the <i>Supplier's</i> performance.
9.50.13.	Targets and metrics pertaining to the provision of information are contained within the Collaborative Performance Framework guidance.
<b>9.51. Continual Improvement</b>	
<b>Purpose and Scope</b>	
9.51.1.	The <i>Supplier</i> operates processes for delivering Lean Continuous Improvement (Lean CI) and Structured Innovation and this section sets out the <i>Client's</i> minimum requirements under the framework contract and any Work Orders.
9.51.2.	<p>Lean CI and Structured Innovation comprises five parts</p> <ul style="list-style-type: none"> <li>• outcome requirements,</li> <li>• strategic objectives,</li> <li>• performance measurement,</li> <li>• training and</li> <li>• the method (tools and techniques).</li> </ul>

Outcome Requirements	
9.51.3.	<p>Lean CI outcome requirements are to</p> <ul style="list-style-type: none"> <li>• establish a culture of continual improvement throughout the organisation, by strong Lean leadership and sufficient staff training,</li> <li>• reduce waste and cost,</li> <li>• track performance by baselining and continuously capturing and visually displaying data,</li> <li>• meet set annual business targets.</li> </ul>
9.51.4.	<p>Structured Innovation outcome requirements are to</p> <ul style="list-style-type: none"> <li>• create a Structured Innovation culture through training and leadership and</li> <li>• have in place an innovation/idea capture system within 3 months of Framework Contract Date that takes ideas from concept right through to delivery, ensuring the embedment of innovations/ideas.</li> </ul>
Strategic Objectives	
9.51.5.	<p>The following strategic objectives support the above outcome requirements to be delivered by the <i>Supplier</i>.</p>
9.51.6.	<p>The <i>Supplier</i></p> <ul style="list-style-type: none"> <li>• commits to self-development in both Lean CI and Structured Innovation,</li> <li>• actively educates its supply chain in Lean CI and Structured Innovation to assist with driving waste from every part of the delivered service Value Streams and processes and</li> <li>• self-assesses its Lean CI maturity on an annual basis, the first assessment being within 6 months of Framework Contract Date, using the appropriate Lean Maturity Assessment tool (see below), unless the <i>Supplier</i> is already incorporated into the <i>Client's</i> HELMA system.</li> </ul>
9.51.7.	<p>The <i>Client</i> has 3 levels of Lean Maturity Assessments, which are</p> <ul style="list-style-type: none"> <li>• large enterprise: Highways Efficiency Lean Maturity Assessment (HELMA),</li> <li>• small to medium enterprise: (HELMA-Lite) and</li> <li>• project: Simplified Lean Capability Assessment (SLCA).</li> </ul> <p>HELMA and HELMA-Lite cover the same topics but differ in the complexity of the self-assessment and submitted evidence (see links in <b>Appendix 02</b>).</p>
9.51.8.	<p>Within 3 months of the Framework Contract Date the <i>Supplier</i> contacts the <i>Client's</i> Lean team programme management office via the links provided in <b>Appendix 02</b> and the <i>Client</i> provides a Lean buddy, forming a collaborative approach to</p>

	producing the Lean Strategy Document. The Lean Strategy Document defines how the <i>Supplier</i> will deploy Lean S CI strategy in its organisation, covering each of the ten HELMA topic areas.
9.51.9.	A monetary value or percentage amount is to be clearly identified within the <i>Supplier's</i> business/project strategy for the annual benefits expected to be delivered through the deployment of Lean CI. This is covered further under the maturity assessment topic and expanded upon within the HELMA supporting documents.
9.51.10.	The <i>Supplier</i> submits its Lean Strategy Document to the <i>Client's</i> Lean team's programme management office within 6 months of the Framework Contract Date. It is in the <i>Supplier's</i> interest to produce a Lean Strategy Document, as it carries a score in the HELMA moderation.
9.51.11.	The <i>Supplier</i> carries out continuous data collection, self-assessment and evidence gathering. It is recommended that the <i>Supplier</i> self-assesses every scheme or project on each contract held with the <i>Client</i> (using SLCA) in order to produce a strong portfolio of evidence to support their self-assessed scores across its organisation (HELMA), to be moderated by the <i>Client</i> .
9.51.12.	The <i>Supplier</i> and <i>Client</i> meet on a quarterly basis to review progress and conduct spot checks.
9.51.13.	The <i>Supplier</i> submits its self-assessed score and justifying evidence for each HELMA topic area in a format agreed with the <i>Client's</i> Lean team. This must be submitted 4 weeks prior to each annual moderation for review by the <i>Client's</i> Lean moderators prior to HELMA taking place.
9.51.14.	The <i>Client</i> moderates all large enterprises on an annual basis on a rolling programme. Moderation is conducted at organisational level, and not per contract, with timings to be agreed between the <i>Supplier</i> and the <i>Client's</i> Lean team's programme management office. The <i>Client</i> provides a moderation report to the <i>Supplier</i> within 2 weeks of the date of the moderation execution.
9.51.15.	Following an annual HELMA/ SLCA moderation, the <i>Supplier</i> submits a "Lean Improvement Action Plan" (for the purposes of the section 9.51, the Lean IAP) (see link in <b>Appendix 02</b> ) within 3 months of the date of the moderation report, taking due account of the <i>Client</i> moderator's comments, contained in the moderation report.
9.51.16.	On a monthly basis, the <i>Supplier</i> reports its progress against its "Lean Improvement Action Plan", using an A3 format, to the <i>Client's</i> Lean Team's programme management office, via the Lean link (refer <b>Appendix 02</b> ).
9.51.17.	The <i>Supplier</i> reviews its Lean IAP on a quarterly basis with a member of the <i>Client's</i> Lean team.



9.51.18.	The <i>Supplier</i> engages with its supply chain to educate and embed Lean methodologies and techniques as identified in 9.51.23 below. Note supply chain here is both internal and external business partners.
9.51.19.	The <i>Supplier</i> assesses the Lean maturity of its supply chain on an annual basis using the HELMA (Lite) assessment tool, recording the outcome of these assessments and providing feedback to the <i>Client's</i> Lean team's programme management office.
<b>Performance Measurement</b>	
9.51.20.	<p>The <i>Supplier</i></p> <ul style="list-style-type: none"> <li>captures and records the reductions in cost using the "Benefits Realisation Capture Form (BRCF)" in accordance with the <i>Client's</i> "Lean Benefits Realisation Guide" (see links in <b>Appendix 02</b>),</li> <li>captures and records the improvement activity on a "Lean Knowledge Transfer Pack" (KTP) (see link in <b>Appendix 02</b>); this ensures the results are recorded showing general details about the improvement, what the problem was, what the solution was, and what benefits were realised, including supporting calculations,</li> <li>ensures that the BRCF and KTP are lodged and recorded on the <i>Client</i> Lean Tracker (which will require a request for access directed to the <i>Client's</i> Lean team's programme management office) and</li> <li>ensures that the efficiency savings generated through Lean deployment are clearly identified and lodged on the appropriate <i>Client</i> efficiency register and signed off at the appropriate assurance level by the <i>Client's</i> commercial and finance teams.</li> </ul>
<b>Training</b>	
9.51.21.	The <i>Client</i> supports the <i>Supplier</i> and <i>Client</i> staff with joint training sessions. The purpose of this joint training is to create fully integrated delivery teams, where the <i>Supplier</i> and the <i>Client</i> act as one in delivering the objectives of the framework contract and any Work Orders.
9.51.22.	Lean awareness and structured awareness training is to be provided by the <i>Client's</i> Lean team. The organisation, coordination and provision of accommodation for the training is undertaken by the <i>Supplier</i> in conjunction with the <i>Client's</i> Lean team programme management office.
<b>The Methods</b>	
9.51.23.	<p>The <i>Supplier's</i> senior leaders and managers</p> <ul style="list-style-type: none"> <li>continually educate themselves in Lean, fully understand the direction for Lean within the framework contract, how this direction links to</li> </ul>

	<p>enterprise/project business strategy and objectives and actively participate in setting the Lean vision of the framework contract,</p> <ul style="list-style-type: none"> <li>• identify within its Lean Strategy Document the Lean tools to be deployed, the numbers of employees to train to which levels of Lean capability, and areas for improvement within the organisation, based upon the forecast benefits to be generated from Lean deployment in the enterprise/project business strategy,</li> <li>• provide guidance to others, drive a culture of Lean CI and ensure that consistent and predictable engagement takes place at the Visual Performance Management boards and at Collaborative Planning milestone, phase and production meetings,</li> <li>• undertake workplace Waste Walks to demonstrate Lean leadership and the importance of Lean CI to the organisation/project and</li> <li>• continually reiterate the importance of Lean, take ownership, champion Lean culture and ensure governance is in place to monitor Lean progress against strategic Lean objectives, whilst also championing the implementation of the Lean IAP, following moderation.</li> </ul>
<b>Understanding customer value</b>	
9.51.24.	<p>The <i>Supplier</i> actively seeks direct internal and external customer feedback on its performance from the <i>Client</i> and Others, using Lean tools, such as the Kano Analysis model. Note that this feedback consists of direct face to face discussion or surveys, where the <i>Supplier</i> proactively acquires understanding of the <i>Client</i> as its customer, and is independent of the Collaborative Performance Framework (see section 9.50).</p>
<b>Understanding of processes and Value Streams</b>	
9.51.25.	<p>The <i>Supplier</i> ensures that its Value Streams and processes have been identified, mapped, validated with owners and then assessed using actual performance data to remove waste from the process to drive continual improvement, whilst still ensuring the needs of the <i>Client</i> are met. It is recommended that these process reviews are done in conjunction with the <i>Client</i>, to ensure the entire Value Stream is analysed and optimised.</p>
<b>Use of Lean methodologies and tools</b>	

9.51.26.	<p>The <i>Supplier</i> deploys, as a minimum, the following core set of Lean CI techniques.</p> <ul style="list-style-type: none"> <li>• The Lean Collaborative Planning system, (Last Planner) both at a project and programme level, for the contract,</li> <li>• Visual Performance Management boards, at all levels, for driving and recording team and project performance and</li> <li>• Structured Problem Solving using recognised techniques such as DMAICT (Define/Measure/Analyse/Improve/Control/Transfer phases).</li> </ul> <p>Sitting below each of these three methodologies is to be a range of supporting Lean tools for identifying waste and problem solving.</p>
<b>Structured Innovation</b>	
9.51.27.	<p>The <i>Supplier</i> utilises a set of tools to expedite the generation of ideas, leading to rapid solutions for more efficient/improved ways of working, and executes a systematic, structured and disciplined approach to innovation as set out in the “Structured Innovation Guide” (see in <b>Appendix 02</b>), although it is accepted that additional methods may be adopted by the <i>Supplier</i>.</p>
<b>9.52. Conflict of Interest</b>	
9.52.1.	<p>The <i>Supplier</i> does not take an action which would cause a conflict of interest to arise in connection with the framework contract or any Work Order. The <i>Supplier</i> immediately notifies the <i>Client</i> if there is any uncertainty about whether a conflict of interest may exist or arise.</p>
9.52.2.	<p>The <i>Supplier</i> notifies its employees and subcontractors (at any stage of remoteness from the <i>Client</i>) and procures any subcontractor (at any stage of remoteness from the <i>Client</i>), who are performing its obligations under the framework contract or any Work Order that they do not take any action which would cause an actual or potential conflict of interest to arise in connection with performing its obligations under the framework contract or any Work Order.</p>
9.52.3.	<p>The <i>Supplier</i> ensures that any employee and procures any subcontractor (at any stage of remoteness from the <i>Client</i>) ensures any of its employees, who are performing its obligations under the framework contract or any Work Order, completes a “Conflict of Interest Form” (see link in <b>Appendix 02</b>).</p>
9.52.4.	<p>The <i>Supplier</i> procures any subcontractor (at any stage of remoteness from the <i>Client</i>) and immediately notifies the <i>Supplier</i> and the <i>Client</i> if there is any uncertainty about whether a conflict of interest may exist or arise.</p>
9.52.5.	<p>If the <i>Supplier</i> or subcontractor (at any stage of remoteness from the <i>Client</i>) notifies the <i>Client</i> of any actual or potential conflict of interests, the <i>Client</i>, may</p> <ul style="list-style-type: none"> <li>• require the <i>Supplier</i> to stop performing its obligations under the framework contract or any Work Order or providing the services until any conflict of</li> </ul>

	<p>interest is resolved. An instruction under this paragraph 9.52.5 is not a compensation event under any Work Order,</p> <ul style="list-style-type: none"> <li>require the <i>Supplier</i> to submit to the <i>Client</i> for acceptance a proposal to remedy the actual or potential conflict of interest.</li> </ul>
9.52.6.	<p>A reason for not accepting the proposal is that it does not resolve any of the conflict of interest. The <i>Supplier</i> amends the proposal in response to any comments and resubmits it for acceptance by the <i>Client</i>. The <i>Supplier</i> complies with the proposal once it has been accepted.</p>
<b>9.53. Not Used</b>	
<b>9.54. Skills and Apprenticeships</b>	
9.54.1.	<p>The <i>Client</i> is required to monitor and report to the Department for Transport (DfT) on apprenticeships created and in place in the delivery of their programme. To support this the <i>Supplier</i> delivers new apprenticeships on the framework contract and any Work Orders and submits to the <i>Client</i>, on a quarterly basis, the apprenticeship report as detailed in <b>Appendix 13</b>. The due dates for this reporting will be confirmed to the <i>Supplier</i> by the <i>Client</i> after the Framework Contract Date.</p>
<b>9.55. Records and Audit Access</b>	
9.55.1.	<p>The <i>Supplier</i> keeps documents and information obtained or prepared by the <i>Supplier</i> or any Subcontractor in connection with the framework contract or any Work Order for a period of 12 years after the <i>end date</i>.</p>
9.55.2.	<p>The <i>Supplier</i> permits the <i>Client</i> and the Comptroller and Auditor General to examine documents held or controlled by the <i>Supplier</i> or any subcontractor (at any stage of remoteness from the <i>Client</i>).</p>
9.55.3.	<p>The <i>Supplier</i> provides such explanations as the <i>Client</i> or the Comptroller and Auditor General considers necessary.</p>
9.55.4.	<p>This section does not constitute a requirement or agreement for the purposes of section 6(3)(d) of the “National Audit Act 1983” (see link in <b>Appendix 02</b>) for the examination, certification or inspection of the accounts of the <i>Supplier</i>.</p>
9.55.5.	<p>The <i>Supplier</i> records efficiencies within the “Efficiency Register” (see link in <b>Appendix 02</b>). It updates and submits the Efficiency Register to the <i>Client</i> on a monthly basis.</p>
<b>9.56. Take over and mergers</b>	
9.56.1.	<p>If the <i>Supplier</i> (or, where the <i>Supplier</i> is a joint venture, any Consortium Member) is taken over by, or merges with, another <i>Supplier</i> (or an Associated Company of another <i>Supplier</i>) on the framework contract</p> <ul style="list-style-type: none"> <li>the <i>Supplier</i> immediately notifies the <i>Client</i>,</li> </ul>

- the *Supplier* explains to the *Client* how the takeover or merger will affect the corporate structure and financial standing of the *Supplier*, the other *Supplier* and any Guarantor,
- the *Client* consults with the *Supplier* as to which of the framework contract or Work Order should be terminated and
- pending termination of either framework contract or Work Order, the *Client* may decide to exclude the *Supplier* from any selection procedure for a Work Order that it would otherwise have issued (or been obliged to issue) to the *Supplier*.

## 9.57. Reporting for Small and Medium-sized Enterprises (SMEs)

9.57.1. Small, medium and micro enterprises (SME) are defined in the **Table 05** below.

**Table 05 – SME Definitions**

Company category	Staff headcount	Turnover	or	Balance sheet total
Medium	<250	< £50 m		< £43 m
Small	<50	< £10 m		< £10 m
Micro	<10	< £2 m		< £2m

9.57.2. For each SME employed on the framework contract and any Work Orders (irrespective of the remoteness of such SME to the *Client*), as defined in the table in above, the *Supplier* reports to the *Client* each quarter from the Framework Contract Date until the Completion Date of all Work Orders

- the name of the SME,
- the category of SME (small, medium or micro),
- the value of the contract undertaken by the SME,
- the monthly amounts paid to the SME in the quarter and
- the aggregated value paid to the SME since the Framework Contract Date.

9.57.3. The *Supplier* acknowledges that the *Client* may

- publish the information supplied under the section, along with the *Supplier's* name and the name of the contract and
- pass the information supplied under this section to any Government Department who may then publish it along with the names of the SMEs, the *Supplier's* name or the contract.

9.57.4. The *Supplier* ensures that the conditions of contract for each subcontractor who is an SME includes

- a term allowing the *Client* to publish the information supplied under this section and

	<ul style="list-style-type: none"> <li>obligations similar to those set out in this section.</li> </ul>
9.57.5.	<p>The <i>Supplier</i> ensures that the <i>conditions of contract</i> for each subcontractor include a requirement that the <i>conditions of contract</i> for any further sub-subcontractor engaged by the subcontractor who is an SME include obligations similar to those set out in this section.</p>
<b>9.58. People Strategy</b>	
<b>Equality Diversity and Inclusion</b>	
9.58.1.	<p>The <i>Supplier</i> assists the <i>Client</i> in the achievement of its equality, diversity and inclusion (EDI) ambition to build an inclusive culture. An inclusive culture encourages, supports and celebrates diverse voices to improve the experience of the <i>Client's</i> employees, it's supply chain (at any stage of remoteness from the <i>Client</i>) and its customers. The <i>Client's</i> intention is to embed principles of EDI into all areas of its business, driving real change in how it works with its customers and communities, it's supply chain and its employees.</p> <p>The <i>Client</i> believes that to achieve its vision of being the world's leading road operator it needs to deliver an inclusive, accessible road network and services that meet the needs of the diverse customers and communities it serves.</p> <p>This requires the <i>Client</i> to work collaboratively with its diverse supply chain so that its working practices are inclusive, and the strategic road network is accessible and integrated for both its users and communities living alongside the network.</p> <p>The <i>Client</i> therefore requires the <i>Supplier</i> to demonstrate how it develops an iterative approach in supporting the <i>Client</i> and in meeting its equality, diversity and inclusion ambitions throughout the framework contract and any Work Orders.</p> <p>The <i>Client</i> also believes that to achieve outstanding performance it needs to attract, recruit, develop and retain talented people from all groups within the active labour force and then work to ensure an inclusive environment in which all can thrive.</p> <p>The <i>Client</i> expects its supply chain (at any stage of remoteness from the <i>Client</i>) to share and promote the same values in terms of equality, diversity and inclusion as well as actively support its wider vision.</p>
<b>Inclusion Action Plan (IAP)</b>	
9.58.2.	<p>The Inclusion Action Plan (IAP) (see <b>Appendix 13</b> for the template and additional guidance) covers the key areas of EDI and focusses attention throughout the framework contract and any Work Orders on</p> <ul style="list-style-type: none"> <li>gathering diversity and inclusion intelligence,</li> <li>analysing this intelligence to identify opportunities to improve and</li> <li>developing, delivering and evaluating an action plan considering the above.</li> </ul>

	<p>This enables the <i>Client</i> and its supply chain (at any stage of remoteness from the <i>Client</i>) to identify and deliver opportunities, creating tangible benefits which make visible difference in the priority performance areas</p> <ul style="list-style-type: none"> <li>• to create an inclusive working culture, practice and environment that leverages the performance advantage that diversity can bring,</li> <li>• to understand the diverse needs of its customers/ communities and ensuring appropriate action is taken to be 'a good neighbour' throughout the life of the <i>Client's</i> contracts and</li> <li>• by holding itself and the supply chain (at any stage of remoteness from the <i>Client</i>) to account in delivering the above.</li> </ul> <p>The <i>Supplier</i> ensures that the IAP is accompanied by relevant contextual information and relates specifically to the framework contract. The IAP relates specifically to the <i>Supplier's</i> business (or each of the Consortium Members, if applicable).</p>
9.58.3.	<p>The IAP names an individual from the <i>Supplier</i> to act as the EDI lead to</p> <ul style="list-style-type: none"> <li>• be responsible for ensuring the implementation and on-going development of the IAP,</li> <li>• ensure quarterly reports and information are provided as required,</li> <li>• facilitate continuous improvement reviews and</li> <li>• act as a single point of contact on all matters concerning EDI.</li> </ul>
9.58.4.	<p>When instructed under a Work Order, the <i>Supplier</i> prepares an IAP in accordance with <b>Appendix 13</b> and submits it to the <i>Client</i> for acceptance by the <i>go live date</i> to demonstrate how it develops an iterative approach to supporting the <i>Client</i> in meeting its EDI objectives through the life of the framework contract.</p>
9.58.5.	<p>All relevant information for the submission is to be included and the total IAP does not exceed 20 pages, except for any appendices. Any appendices only include relevant policies as any other information will not be considered.</p> <p>The IAP includes</p> <ul style="list-style-type: none"> <li>• current EDI position/ baseline - what does the <i>Supplier's</i> baseline data say about where it is (this provides some guidance as to the additional actions to be taken or actions to be dis/continued),</li> <li>• action/ task – what the <i>Supplier</i> does to meet the requirements,</li> <li>• when does this happen – when does the <i>Supplier</i> take the action specified above,</li> <li>• responsible officer – who within the <i>Supplier's</i> organisation is responsible for this action,</li> <li>• resource - the <i>Supplier</i> considers the resources needed to act over and above the responsible officer and</li> </ul>

	<ul style="list-style-type: none"> <li>• measure of success (outcome/ key performance indicators (KPIs)) – what does success look like? How does the <i>Supplier</i> know it has made a tangible difference? What difference has this activity made?</li> </ul>
9.58.6.	<p>A reason for the <i>Client</i> not accepting the IAP is that</p> <ul style="list-style-type: none"> <li>• it does not demonstrate how the requirements are passed down to any subcontractor</li> <li>• it has not used data or intelligence to identify priorities or actions for the plan</li> <li>• it does not demonstrate how the <i>Supplier</i> <ul style="list-style-type: none"> <li>– ensures the working culture, practice and environment is inclusive,</li> <li>– considers and understand the diverse needs of customers and neighbouring communities,</li> <li>– holds itself and any subcontractor to account in delivering the plan and</li> <li>– monitors and evidences year on year improvements or</li> </ul> </li> <li>• it does not meet the aims of the equality duties contained within the Discrimination Acts and the requirements set out in section 9.23.</li> </ul>
9.58.7.	<p>Following acceptance, the <i>Supplier</i> provides the <i>Client</i> with a six-monthly report of progress against the IAP.</p>
<b>Employment and Skills</b>	
9.58.8.	<p>The <i>Supplier</i> ensures that the skills, resources and capabilities are in place, in its own organisation and through its supply chain, to deliver the service and performance required including</p> <ul style="list-style-type: none"> <li>• quantifying and delivering on any new employment opportunities that are generated during the life of the framework contract and outlining how the <i>Supplier</i> and its supply chain <ul style="list-style-type: none"> <li>– attracts new people to apply, considering under-represented groups that have not historically seen the sector as a career option. For example, women, black, Asian and other ethnic minority groups, the long term unemployed, those not in employment, education or training and people with disabilities and</li> <li>– recruits new people into the sector</li> </ul> </li> <li>• identifying and delivering on opportunities to develop and deploy new skills that will improve performance against the <i>Client's</i> vision, values, imperatives and key objectives as set out in sections 1.4 to 1.8. This includes those new skill areas outlined in the “Transport Infrastructure Efficiency Strategy” (see link in <b>Appendix 02</b>),</li> </ul>



	<ul style="list-style-type: none"> <li>identifying and delivering on opportunities to improve perceptions of careers within the highways sector including through outreach, work placements/experience and apprenticeships to develop a new talent pool for the sector. This includes but is not limited to assisting the <i>Client</i> in delivering on its commitments in relation to the “Transport Infrastructure Skills Strategy: Building Sustainable Skills” (see link in <b>Appendix 02</b>).</li> </ul>
9.58.9.	By the <i>go live date</i> the <i>Supplier</i> prepares and submits the “Employment and Skills Plan (ESP)” in accordance with the template in <b>Appendix 13</b> to the <i>Client</i> for acceptance.
9.58.10.	<p>A reason for the <i>Client</i> not accepting the ESP is that it does not</p> <ul style="list-style-type: none"> <li>demonstrate how the <i>Supplier</i> complies with the framework contract and any Work Order</li> <li>demonstrate how the requirements will be passed down the supply chain</li> <li>clearly define outputs and how they will be measured and</li> <li>meet or evidence how the <i>Supplier</i> <ul style="list-style-type: none"> <li>attracts, recruits and retains a greater diversity of new entrants to the sector</li> <li>holds itself and the supply chain to account in delivering the ESP or</li> <li>monitors and evidences year on year improvement.</li> </ul> </li> </ul>
9.58.11.	<p>The <i>Supplier</i> appoints an individual as employment and skills lead to</p> <ul style="list-style-type: none"> <li>be responsible for ensuring the implementation, on-going development of the ESP,</li> <li>ensure quarterly reports and information are provided as required,</li> <li>facilitate continuous improvement reviews and</li> <li>act as a single point of contact on all matters concerning employment and skills for the framework contract.</li> </ul> <p>The <i>Supplier</i> works in collaboration with the <i>Client</i> and other framework contract Suppliers by sharing its ESP and developing common approaches to employment and skills to the benefit of delivery of the framework contract.</p>
9.58.12.	The <i>Supplier</i> submits to the <i>Client</i> for acceptance an annual report of the <i>Supplier's</i> workforce planning and development data using the template in <b>Appendix 13</b> .
9.58.13.	<p>A reason for the <i>Client</i> not accepting the workforce planning annual report is that it does not demonstrate how the <i>Supplier</i></p> <ul style="list-style-type: none"> <li>complies with the framework contract</li> <li>complies with any guidance issued by the Client</li> </ul>

	<ul style="list-style-type: none"> <li>• supports the aims of the “Transport Infrastructure Skills Strategy: Building Sustainable Skills” or</li> <li>• successfully addresses any shortfall in Staff skills within the <i>Supplier</i> or its supply chain (at any stage of remoteness from the <i>Client</i>).</li> </ul>
9.58.14.	<p>The <i>Supplier</i> facilitates the <i>Client</i>, in undertaking continuous improvement reviews of any and all information regarding the <i>Supplier</i>’s progress in delivering against the provisions of employment and skills requirements including</p> <ul style="list-style-type: none"> <li>• ensuring that its supply chain maintain and retain records relating to the ESP and their compliance with the framework contract,</li> <li>• granting or procuring the grant of access to any <ul style="list-style-type: none"> <li>– premises used in the framework contract or any Work Orders whether the <i>Supplier</i>’s own premises or otherwise or</li> <li>– equipment (including all computer hardware and software databases) used (whether exclusively or non-exclusively) under the framework contract or any Work Orders,</li> <li>– wherever situated and whether the <i>Supplier</i>’s own equipment or otherwise and</li> <li>– complying with the <i>Client</i>’s requests for access to senior personnel engaged in working on the framework contract or any Work Orders.</li> </ul> </li> </ul>

## 9.59. Data Protection

9.59.1.	<p>For the purposes of the contract and the Data Protection Legislation</p> <ul style="list-style-type: none"> <li>• regarding this section only, the <i>Client</i> is the Data Controller,</li> <li>• the <i>Supplier</i> is the Processor and</li> <li>• this section and schedule A (in <b>Appendix 14</b>) constitutes a data processing agreement where required by the Data Protection Legislation.</li> </ul>
9.59.2.	<p>The <i>Supplier</i> processes the Data in accordance with the Data Protection Legislation and only to the extent necessary for the purpose of performing its obligations under the framework contract or any Work Order.</p>
9.59.3.	<p>The <i>Supplier</i> does not knowingly do anything or permit anything to be done which might lead to a breach of the Data Protection Legislation by either Party.</p>
9.59.4.	<p>The <i>Supplier</i> obtains and maintains, until Completion all registrations and notifications that it is obliged to obtain and maintain pursuant to the “Data Protection Legislation” (see link in <b>Appendix 02</b>) in respect of performing its obligations under the framework contract or any Work Order.</p>
9.59.5.	<p>The <i>Supplier</i> only processes Data to the extent that it relates to</p> <ul style="list-style-type: none"> <li>• the types of Data,</li> </ul>

	<ul style="list-style-type: none"> <li>the categories of Data Subject and</li> <li>the nature and purpose</li> </ul> <p>as set out in schedule A (in <b>Appendix 14</b>) and only for the duration specified in schedule A.</p>
9.59.6.	Without prejudice to paragraph 9.59.2 the <i>Supplier</i> processes the Data only in accordance with the instructions of the <i>Client</i> unless the <i>Supplier</i> is required to process Data for other reasons under the laws of the United Kingdom or European Union (or a member state of the European Economic Area (EEA)) to which the <i>Supplier</i> is subject. If the <i>Supplier</i> is required to process the Data for these other reasons, it informs the <i>Client</i> before carrying out the processing, unless prohibited by relevant law.
9.59.7.	The <i>Supplier</i> immediately informs the <i>Client</i> if it believes that an instruction infringes the Data Protection Legislation or any other applicable law.
9.59.8.	<p>The <i>Supplier</i></p> <ul style="list-style-type: none"> <li>implements and maintains Protective Measures which take into account the nature, scope, context and purpose of processing the Data and</li> <li>implements adequate security programmes and procedures to ensure that unauthorised persons do not have access to the Data or to any equipment used to process the Data.</li> </ul> <p>The <i>Supplier</i> ensures that its processing is in accordance with the Data Protection Legislation and protects the rights of Data Subjects.</p>
9.59.9.	The <i>Supplier</i> submits details of its Protective Measures to the <i>Client</i> for acceptance. A reason for not accepting them is that they are not appropriate to protect against a Security Incident. Acceptance (or a failure to reject) by the <i>Client</i> does not amount to acceptance by the <i>Client</i> of the adequacy of the Protective Measures.
9.59.10.	The <i>Supplier</i> ensures that all persons authorised to process Data are bound by obligations equivalent to those set out in this section and section 9.16 (Confidentiality) and are aware of the <i>Supplier's</i> obligations under the framework contract and the Data Protection Legislation.
9.59.11.	The <i>Supplier</i> ensures that access to the Data is limited to those persons who need access in order for the <i>Supplier</i> to perform its obligations under the framework contract or any Work Order and (in each case) to such parts of the Data as are strictly necessary for the performance of that person's duties.
9.59.12.	On request, the <i>Supplier</i> , takes all necessary actions and provides the <i>Client</i> with all reasonable assistance necessary for the <i>Client</i> to comply with a Data Subject Access Request.
9.59.13.	The <i>Supplier</i> immediately notifies the <i>Client</i> if it receives

	<ul style="list-style-type: none"> <li>• a Data Subject Access Request (or purported Data Subject Access Request),</li> <li>• a complaint or request relating to the <i>Client's</i> obligations under the Data Protection Legislation or</li> <li>• a request from any Supervisory Authority for assistance or information, unless provided by relevant law.</li> </ul>
9.59.14.	<p>The <i>Supplier</i> assists and co-operates with the <i>Client</i> in relation to any complaint or Data Subject Access Request received pursuant to paragraph 9.59.13, including</p> <ul style="list-style-type: none"> <li>• providing full details of the complaint or Data Subject Access Request,</li> <li>• complying with the Data Subject Access Request within the time limits set out in the Data Protection Legislation and in accordance with the instructions of the <i>Client</i> and</li> <li>• promptly providing the <i>Client</i> with any Personal Data and any other information requested to enable the <i>Client</i> to respond within the time limits to the Data Subject Access Request.</li> </ul>
9.59.15.	<p>The <i>Supplier</i> does not process the Data outside the EEA (other than in the United Kingdom) without the agreement of the <i>Client</i>. Where the <i>Client</i> agrees, the <i>Supplier</i></p> <ul style="list-style-type: none"> <li>• provides evidence (acceptable to the <i>Client</i>) of appropriate safeguards as required by the Data Protection Legislation and</li> <li>• complies with the instructions of the <i>Client</i>.</li> </ul>
9.59.16.	<p>The <i>Supplier</i> complies with the requirements of the <i>Client</i> and the <i>Client</i> in relation to the storage, dispatch and disposal of Data in any form or medium. Any requirement for the <i>Supplier</i> to destroy or delete copies of the Data is subject to any law of the European Union, the United Kingdom or a member state of the EEA to which the <i>Supplier</i> is subject that requires Data to be retained.</p>
9.59.17.	<p>The <i>Supplier</i> notifies the <i>Client</i> as soon as it becomes aware of a Security Incident or any other breach of this section. The notification includes, as far as possible</p> <ul style="list-style-type: none"> <li>• a description of the nature of the Security Incident, including the categories and approximate number of Data Subjects concerned,</li> <li>• the likely consequences of the breach and</li> <li>• the Protective Measures taken, or to be taken, to address the breach, including measures taken to mitigate any possible adverse effects.</li> </ul>
9.59.18.	<p>In the event of a Security Incident, the <i>Supplier</i> provides the <i>Client</i> with full co-operation and assistance in dealing with the Security Incident, in particular, notifying individuals affected by the Security Incident or a Supervisory Authority</p>

	as required by the Data Protection Legislation and in accordance with the instructions of the <i>Client</i> .
9.59.19.	On request, the <i>Supplier</i> provides to the <i>Client</i> all necessary information to demonstrate the <i>Supplier's</i> compliance with this section.
9.59.20.	<p>The <i>Supplier</i> promptly provides all assistance and information requested by any Supervisory Authority or required by the <i>Client</i> in order for the <i>Client</i> to ensure compliance with its obligations under the Data Protection Legislation, including in relation to</p> <ul style="list-style-type: none"> <li>• security of processing,</li> <li>• preparation of any necessary Data Protection Impact Assessments and</li> <li>• undertaking any necessary data protection consultations of Supervisory Authorities.</li> </ul>
9.59.21.	<p>The <i>Supplier</i> maintains electronic records of all processing activities carried out on behalf of the <i>Client</i>, including</p> <ul style="list-style-type: none"> <li>• the information described in paragraph 9.59.5.,</li> <li>• the different types of processing of Data being carried out (if applicable),</li> <li>• any transfers of Data outside the EEA or the United Kingdom, identifying the relevant country or international organisations and any documentation required to demonstrate suitable safeguards and</li> <li>• a description of the Protective Measures referred to in paragraph 9.59.9.</li> </ul> <p>The <i>Supplier</i> makes these records available to the <i>Client</i> promptly on request.</p>
9.59.22.	<p>Before allowing any Sub-Processor to process any Personal Data related to the contract, the <i>Supplier</i></p> <ul style="list-style-type: none"> <li>• notifies the <i>Client</i> in writing of the intended Sub-Processor and processing,</li> <li>• obtains the agreement of the <i>Client</i>,</li> <li>• enters into a written agreement with the Sub-Processor which gives effect to the terms set out in the contract such that they apply to the Sub-Processor and</li> <li>• provides the <i>Client</i> with such information regarding the Sub-Processor as the <i>Client</i> may reasonably require.</li> </ul>
9.59.23.	The <i>Client</i> may, at any time revise this section and <b>Appendix 14</b> by replacing it with any applicable controller to processor standard provisions or similar terms forming part of an applicable certification scheme.
9.59.24.	The Parties agree to take account of any guidance issued by the “Information Commissioner’s Office” (see link in <b>Appendix 02</b> ).

9.59.25.	Each Party designates its own Data Protection Officer if required by the Data Protection Legislation.
9.59.26.	A failure to comply with this section is treated as a substantial failure by the <i>Supplier</i> to comply with its obligations under the framework contract and ass Work Orders.
<b>9.60. Project Bank Account</b>	
9.60.1.	The <i>Supplier</i> ensures that any deeds associated with the Project Bank Account (PBA) are issued to the relevant parties and are provided to the <i>Client</i> to apply original signatures to prevent any payment issues.
9.60.2.	<p>The <i>Supplier</i> ensures that</p> <ul style="list-style-type: none"> <li>• there is one original copy of a deed for each party to the deed,</li> <li>• it issues the original copy of a deed to the <i>Client</i> for the attachment of the <i>Client's</i> common seal (if used) and</li> <li>• each original copy of the deed has original signatures from the relevant authorised signatories.</li> </ul>
<b>9.61. Project Bank Account (PBA) Tracker</b>	
9.61.1.	<p>The <i>Supplier</i></p> <ul style="list-style-type: none"> <li>• registers for access to the form of the Project Bank Account (PBA) Tracker, the “PBA Web Portal” (see link in <b>Appendix 02</b>) and</li> <li>• completes and submits to the <i>Client</i> on a monthly basis <ul style="list-style-type: none"> <li>– a fully populated PBA Tracker detailing payment made by the <i>Supplier</i> to its subcontractors (at any stage of remoteness from the <i>Client</i>) and</li> <li>– PBA bank statements and payment runs to evidence transactions inputted in the PBA Tracker required to reconcile payment dates and payment values for <ul style="list-style-type: none"> <li>• a subcontractor (at any stage of remoteness from the <i>Client</i>) paid directly from the Project Bank Account (‘PBA supply chain’) and</li> <li>• a subcontractor (at any stage of remoteness from the <i>Client</i>) not paid directly from the Project Bank Account (‘non-PBA supply chain’).</li> </ul> </li> </ul> </li> </ul> <p>The <i>Supplier</i> ensures any data relating to other clients is redacted from the statements before submission in .pdf format.</p>
9.61.2.	The <i>Supplier</i> explains all variances from the previous month and submits further information to the <i>Client</i> in response to any queries raised.

9.61.3.	<p>The <i>Client</i> monitors the tracker for the time it takes the <i>Supplier</i> to pay its subcontractors (at any stage of remoteness from the <i>Client</i>) through the PBA, following deposit of funds into the PBA.</p> <p>The <i>Client</i> calculates the related performance score</p> <ul style="list-style-type: none"> <li>from the date the funds have been deposited into the PBA or</li> <li>from the weighted date as set out in the “Collaborative Performance Framework (CPF)” (see link in <b>Appendix 02</b>) when funds are deposited into the PBA across multiple dates or</li> <li>from the date the invoice is received from the subcontractor (where indicated by the <i>Client</i>)</li> </ul> <p>that covers the amount due to subcontractors (at any stage of remoteness from the <i>Client</i>) joined to the PBA.</p>
9.61.4.	<p>If any data/ evidence is missing or still required (if not covered in the tracker), spot checks are undertaken directly by the <i>Client</i> with the subcontractors (at any stage of remoteness from the <i>Client</i>) to verify that they are paid within contractual timeframes.</p>
9.61.5.	<p>The <i>Client</i> may carry out audits on subcontractors (at any stage of remoteness from the <i>Client</i>) to assess payment performance to the Named Suppliers.</p>
9.61.6.	<p>Where the <i>Supplier</i> transfers monies from other accounts into the PBA this is stated on the bank statement.</p>
<b>9.62. Transfer of Rights (IPR)</b>	
9.62.1.	<p>The <i>Supplier</i> acquires no rights over material prepared in performing its obligations under the framework contract or any Work Order.</p>
<b>9.63. Other rights to be obtained by the <i>Supplier</i></b>	
9.63.1.	<p>The <i>Supplier</i> grants to the <i>Client</i> licences to use, modify and develop the <i>Supplier's</i> Supplier Background IPR for any purpose relating to performing its obligations under the framework contract or any Work Order (or substantially equivalent services) its maintenance, operation, modification and for any purpose relating to the exercise of the <i>Client's</i> business or function.</p>
9.63.2.	<p>The <i>Supplier</i> procures a direct grant of a licence to the <i>Client</i> to use, modify and develop any third party's Supplier Background IPR for any purpose relating to performing its obligations under the framework contract or any Work Order, (or substantially equivalent services), its maintenance, operation, modification and for any purpose relating to the exercise of the <i>Client's</i> business or function.</p>
9.63.3.	<p>The <i>Client</i> does not acquire any ownership right, title or interest in or to the Supplier Background IPR.</p>

9.63.4	The <i>Supplier</i> does not acquire any ownership right, title or interest in, or to, the <i>Client's</i> IPR.
9.63.5	The <i>Supplier</i> only uses material provided by the <i>Client</i> in performing its obligations under the framework contract or any Work Order.
<b>9.64. Client's Personnel Security Procedures</b>	
<b>Mandatory obligations</b>	
9.64.1.	The <i>Client</i> is required to adopt the personnel security requirements and management arrangements set down in "Security Policy 3: Personnel Security" of "Her Majesty's Government Security Policy Framework (HMG SPF) version 1.1 – May 2018" (see link in <b>Appendix 02</b> ) issued by the Cabinet Office as amended from time to time (referred to here as the "Security Policy Framework").
9.64.2.	The <i>Supplier</i> familiarises itself with the objectives and principles embodied within the Security Policy Framework, in addition to the mandatory obligations extracted from the Security Policy Framework and set down in this section.
9.64.3.	The <i>Supplier</i> ensures that the appropriate level of personnel security is obtained and maintained for all Staff in accordance with the Security Policy Framework.
9.64.4.	The <i>Client</i> notifies the <i>Supplier</i> of any revisions to the personnel security requirements arising as a consequence of subsequent amendments to the Security Policy Framework and agrees any remedial action required by the <i>Supplier</i> as a result of the amendments.
9.64.5.	In addition to the requirements set out in the Security Policy Framework, the Cabinet Office Efficiency and Reform Group has introduced security requirements in relation to working area admittance, passes and photographs. These requirements are set out in "Part Three – Cabinet Office Efficiency and Reform group Requirements" below.
<b>Security checks – minimum requirements</b>	
9.64.6.	<p>The "HMG Baseline Personnel Security Standard ("the BPSS")" (see link in <b>Appendix 02</b>) forms the minimum security check requirements for all Staff whose duties include</p> <ul style="list-style-type: none"> <li>• working in any of the <i>Client's</i> premises, for example, the Site, offices, depots, Regional Operations Centres (ROC), the National Traffic Operations Centre (NTOC) and any outstations owned and operated by the <i>Client</i>,</li> <li>• usage of the <i>Client's</i> Information Systems and</li> <li>• working unsupervised in any other capacity.</li> </ul>



9.64.7.	The <i>Client</i> may notify the <i>Supplier</i> of a modification to the categories of Staff requiring BPSS security checks at any time.
9.64.8.	Unless advised otherwise, it is the <i>Client's</i> hiring manager who completes a BPSS check. The <i>Client's</i> hiring manager for the contract is the Work Order <i>Project Manager</i> . All Staff, working on the <i>Client's</i> premises or with its technology, have to be BPSS approved before it begins working for or with the <i>Client</i> . The BPSS form and guidance set out in <b>Appendix 06</b> have been produced to assist the <i>Client's</i> hiring manager undertaking checks and to ensure all checks meet the standards set out in the Security Policy Framework.
9.64.9.	Procedural and other details for ensuring compliance with the BPSS are set down in "Part One – BPSS Compliance" below.
<b>Security checks – additional vetting requirement</b>	
9.64.10.	Where Staff require unrestricted access to the <i>Client</i> areas identified in "Part Two - National Security Vetting (NSV)" below, the <i>Client's</i> hiring manager notifies the <i>Supplier</i> of the appropriate level of National Security Vetting (NSV) to be carried out.
9.64.11.	The <i>Client</i> notifies the "Security Team" via email (see details in <b>Appendix 02</b> ) that the applicant requires NSV to be carried out.
9.64.12.	Procedural and other details for ensuring compliance with NSV are set out in "Part Two - National Security Vetting (NSV)" below.
<b>9.65. Part One - BPSS Compliance</b>	
<b>Procedures</b>	
9.65.1.	The <i>Supplier</i> undertakes security checks to ensure the confidentiality, integrity and availability of the <i>Client's</i> asset (documents and information).
9.65.2.	<p>The recruitment controls of the BPSS are required to have been carried out for all Staff to whom paragraph 9.64.6 applies prior to their employment on the framework contract and any Work Order. The recruitment control process is completed satisfactorily before an individual</p> <ul style="list-style-type: none"> <li>• is issued with a security pass giving unrestricted access to the <i>Client's</i> premises,</li> <li>• potentially has access to the <i>Client's</i> sensitive, possibly protectively-marked, information and</li> <li>• is given access to the <i>Client's</i> IT network.</li> </ul>
9.65.3.	The <i>Supplier</i> takes all necessary measures to confirm that any previous security checks carried out on existing Staff meets the requirements of the BPSS, either

	in full or by exception using the risk management assessment process guidance contained in the Security Policy Framework.
9.65.4.	The <i>Supplier</i> notes that, for existing Staff with more than 3 years continuous employment and who have not had any access passes or permits revoked in that time, the requirements for references in the BPSS security check can be deemed to be discharged by a letter from a director or head of human resources of the <i>Supplier</i> certifying the same.
9.65.5.	The <i>Supplier</i> reconciles any unacceptable gaps identified between the BPSS and existing security checks in accordance with the requirements of the BPSS.
9.65.6.	Any new Staff to whom paragraph 9.64.6 applies are assessed strictly in accordance with the requirements of the BPSS.
9.65.7.	The <i>Supplier</i> keeps full and auditable records of all security checks carried out on Staff and makes such records available to the <i>Client</i> or its appointed representatives for audit purposes upon request.
9.65.8.	<p>If</p> <ul style="list-style-type: none"> <li>the <i>Client</i> discovers any non-compliance with the requirements of the BPSS from the audit process,</li> <li>the <i>Supplier</i> fails to keep full records of security checks carried out on Staff or</li> <li>the <i>Supplier</i> fails to make such records available upon request</li> </ul> <p>the <i>Client</i> may</p> <ul style="list-style-type: none"> <li>invoke individual withdrawal of permits or passes to Staff or</li> <li>invoke systematic withdrawal of permit or passes to Staff,</li> <li>require that an independent audit of the <i>Supplier's</i> BPSS security checks procedure is undertaken at the expense of the <i>Supplier</i> and</li> <li>instruct the <i>Supplier</i> to take appropriate action to immediately address any non-compliance with the BPSS notified to it by the <i>Client</i>.</li> </ul>
9.65.9.	The <i>Supplier</i> notes that the BPSS does not constitute a formal security clearance. It is designed to provide a level of assurance as to the trustworthiness, integrity and reliability of the individual involved.
<b>Security check process for BPSS</b>	
9.65.10.	The security check process of the BPSS follows the guidance provided in the "HMG Baseline Personnel Security Standard (BPSS)".
9.65.11.	<p>The BPSS comprises verification of four main elements</p> <ul style="list-style-type: none"> <li>identity</li> <li>nationality and immigration status (including an entitlement to undertake the work in question)</li> </ul>

	<ul style="list-style-type: none"> <li>• employment history (past 3 years) and</li> <li>• criminal record (unspent convictions only).</li> </ul> <p>Additionally, prospective Staff are required to give a reasonable account of any significant periods (6 months or more in the past 3 years) of time spent abroad.</p>
9.65.12.	The specific requirements for verification of each of the four main elements are set down in “Part II - The Verification Process of the HMG Baseline Personnel Security Standard (BPSS)” (see link in <b>Appendix 02</b> ). An outline description of the core requirements is included below but does not relieve the <i>Supplier</i> from its obligation to comply with all the requirements of “the BPSS”.
9.65.13.	<p>Information collected at each stage of the process is reviewed, assessed and recorded by the <i>Client</i> in line with these forms contained in <b>Appendix 06</b></p> <ul style="list-style-type: none"> <li>• Verification Record,</li> <li>• Nationality and Immigration Status Form,</li> <li>• UK Home Office’s Employer Checking Service,</li> <li>• Employment History Report Form,</li> <li>• Her Majesty’s Revenue &amp; Customs (HMRC) Record Check Form and</li> <li>• Criminal Record Declaration.</li> </ul>
<b>Verification of identity – outline requirements</b>	
9.65.14.	Identity may be verified by physically checking a range of appropriate documentation (for example, passport or national identification (ID) card together with a utility bill or bank statement) or by means of a commercially available identification verification service.
9.65.15.	Only original documents are to be used for identification purposes, copies are not acceptable. Electronic signatures should be verified by cross checking to a specimen signature provided by the individual.
9.65.16.	There is no definitive list of identifying documents. The <i>Supplier</i> notes that not all documents listed in the BPSS are of equal value. The objective is to verify a document that is issued by a trustworthy and reliable source, is difficult to forge, has been dated and is current, contains the owner’s name, photograph and signature and itself requires some evidence of identity before being issued (for example, a passport or national ID card).
9.65.17.	National Insurance Numbers (NINOs) can be obtained fraudulently and cannot be relied on as a sole means of establishing identity or right to work. Temporary numbers beginning with TN or ending in a letter from E to Z inclusive are not acceptable.
9.65.18.	Where verification of identity is not straightforward, but a decision is nevertheless taken to employ an individual, the <i>Supplier</i> notifies the <i>Client</i> and records the matter on the Early Warning Register.

Nationality and immigration status (including and entitlement to undertake the work in question) – outline requirements	
9.65.19.	Nationality and immigration status may be verified by physically checking appropriate documentation or, in exceptional circumstances only, by means of an independent check of UK Visas and immigration records.
9.65.20.	The <i>Supplier</i> takes the necessary steps to ensure that an individual has the right to remain in the United Kingdom and undertake the work in question, including a review of the individual's settlement status as required under the "EU Settlement Scheme" (see link in <b>Appendix 02</b> ) where applicable.
9.65.21.	Checks need to be applied consistently and the <i>Supplier</i> needs to be aware of its obligations under the "Equality Act 2010" (see link in <b>Appendix 02</b> ).
Employment history (past 3 years) - outline requirements	
9.65.22.	<p>The <i>Supplier</i> verifies the individual's recent (minimum of 3 years) employment or education history, as applicable, by</p> <ul style="list-style-type: none"> <li>• following up references with previous employers,</li> <li>• verifying Her Majesty's Revenue and Customs (HMRC) tax returns or accountant certified company accounts for self-employment periods,</li> <li>• verifying academic certificates,</li> <li>• means of a commercially available CV checking service or</li> <li>• in exceptional circumstances or where there are unresolved gaps, by means of an independent check of HMRC records.</li> </ul>
9.65.23.	To ensure that individuals are not concealing associations or unexplained gaps, the <i>Supplier</i> carries out an investigation to address any doubts over the information provided before proceeding further with the BPSS requirements.
Criminal record (unspent convictions only) – outline requirements	
9.65.24.	The <i>Supplier</i> should note that the requirement to verify "unspent" convictions does not apply when the BPSS is being carried out as part of the groundwork for NSV, where a full check of criminal records ("spent" and "unspent") are made as part of that process.
9.65.25.	Under the terms of the "Rehabilitation of Offender Act 1974" (see link in <b>Appendix 02</b> ), it is reasonable for employers to ask individuals for details of any "unspent" criminal convictions. The Act states that if an offender remains free of further convictions for a specified period (the "rehabilitation period"), the conviction becomes spent. Where rehabilitation has taken place, the individual is to be treated as if the offence had never been committed.

9.65.26.	The <i>Supplier</i> may choose to use the basic disclosure certificate check option available from “Disclosure and Barring Service” (see link in <b>Appendix 02</b> ) to meet this verification requirement.
9.65.27.	Where “unspent” convictions have been disclosed, the <i>Supplier</i> carries out a risk assessment, which may include the need for legal advice, before proceeding further.
<b>Approval for employment</b>	
9.65.28.	General guidance and requirements post BPSS verification are contained in “Part IV – Post Verification Process of the HMG BPSS” (see link in <b>Appendix 02</b> ). An outline description of the core requirements is included below but does not relieve the <i>Supplier</i> from its obligation to comply with all the requirements of the BPSS.
9.65.29.	Subject to paragraph 9.65.30 and unless advised to the contrary by the <i>Client</i> , all Staff for whom a completed BPSS has been submitted may be treated by the <i>Supplier</i> as suitable to undertake the duties referred to in paragraph 9.64.6 above.
9.65.30.	The <i>Client</i> ordinarily requires a period of 3 working days from receipt of a fully completed BPSS security check for its internal approvals process and prior to the subsequent issue of access permits and passes. The <i>Client</i> may exclude from the <i>Client</i> ’s premises any individual for whom a BPSS is not supplied, is incomplete or is otherwise unsatisfactory.
9.65.31.	BPSS checks with a sealed Criminal Record Declaration are assessed separately on a case by case basis by the <i>Client</i> . The <i>Client</i> advises the <i>Supplier</i> if the individual has been approved as suitable to undertake all or any of the duties referred to in paragraph 9.64.6 above.
<b>Incomplete or unsatisfactory BPSS verification records</b>	
9.65.32.	Where a BPSS is incomplete or is otherwise unsatisfactory, the <i>Client</i> advises the <i>Supplier</i> of the deficiencies and the actions needed to correct them.
9.65.33.	The <i>Client</i> contacts the “Security Team” (see details in <b>Appendix 02</b> ) to address any actions needed as a result of an incomplete or otherwise unsatisfactory BPSS check.
<b>Renewal of the BPSS</b>	
9.65.34.	Under most circumstances, renewal of the BPSS is not required.
9.65.35.	The <i>Supplier</i> rechecks the immigration status of migrant Staff before their current right to remain in the United Kingdom visa expires or within 12 months of the previous check, whichever is the sooner. These checks are repeated until the employee can demonstrate an indefinite right to remain in the United Kingdom or until the employment comes to an end.

9.65.36.	The <i>Client</i> instructs the <i>Supplier</i> to carry out additional security checks on any Staff required to operate in or on “List X” (see definition in <b>Appendix 01</b> and link in <b>Appendix 02</b> ) premises owned, operated or accessible by the <i>Client</i> .
9.65.37.	If an individual, who has previously been the subject of a BPSS check, leaves the employment of the <i>Supplier</i> and is subsequently re-employed by the <i>Supplier</i> within twelve months, the original security check authorisation may be reinstated. The <i>Client</i> may require additional evidence before reinstating the original security check authorisation. In all other cases of re-employment, the full BPSS check is to be carried out.
<b>Ongoing personnel security management (“aftercare”)</b>	
9.65.38.	The <i>Supplier</i> monitors, manages and supports the required behaviours of Staff who are approved for work on the contract in line with the principles contained in the Security Policy Framework and reports to the <i>Client</i> immediately if the continuing suitability of an individual is in doubt.
9.65.39.	Where the <i>Supplier</i> reports a case of doubt or the <i>Client</i> considers that the actions of any individual does not conform to the <i>Client</i> ’s required behaviours, the <i>Client</i> may instruct the <i>Supplier</i> to review the performance of the individual concerned. The <i>Supplier</i> takes appropriate action in consequence of the review, which may include <ul style="list-style-type: none"> <li>• agreeing a performance improvement plan,</li> <li>• a temporary suspension of permits and passes or</li> <li>• removal of the individual in accordance with the <i>conditions of contract</i>.</li> </ul>
<b>Retention of documentation</b>	
9.65.40.	The documentation associated with the BPSS check is retained by the <i>Supplier</i> until the <i>end date</i> is reached and for a period of twelve months after the individual has ceased to be employed on the contract.
9.65.41.	The <i>Supplier</i> destroys all electronic and paper copies of documentation which it is no longer required to retain.
<b>9.66. Part Two – National Security Vetting (NSV)</b>	
<b>Procedures</b>	
9.66.1.	In all cases, verification of identity and the individual’s entitlement to undertake the work in question is to be carried out before embarking on NSV.
9.66.2.	Other than in exceptional circumstances, the NSV is not to be undertaken before the individual’s BPSS check has been completed satisfactorily. The <i>Supplier</i> agrees with the <i>Client</i> , on a case by case basis, any exceptional cases where the NSV and the BPSS procedures are required to be carried out in parallel.

9.66.3.	The <i>Client</i> determines if any Staff need to undertake the NSV in addition to the BPSS check.
9.66.4.	If the <i>Client</i> considers that the NSV is required, the <i>Client</i> identifies, manages and undertakes the necessary vetting at the <i>Client's</i> expense.
9.66.5.	Where the <i>Client</i> determines that the NSV is required, the approval process set out in paragraphs 9.65.28-9.65.31 does not apply, unless the <i>Client</i> instructs otherwise. Access permits and passes are only issued on satisfactory completion of the NSV.
<b>9.67. Part Three – Cabinet Office Efficiency and Reform Group Requirements</b>	
<b>Admittance to the <i>Client's</i> premises</b>	
9.67.1.	The <i>Supplier</i> submits to the <i>Client</i> details of people who are to be employed by it and its Subcontractors on the works or service. The details include a list of names and addresses, the capacities in which individuals are employed and any other information required by the <i>Client</i> .
9.67.2.	The <i>Client</i> may instruct the <i>Supplier</i> to take measures to prevent unauthorised persons being admitted on to the <i>Client's</i> premises. The instruction is a compensation event if the measures are additional to those required by the Work Order Scope.
<b>Passes</b>	
9.67.3.	All Staff are required to carry a <i>Client's</i> pass whilst working in any of the <i>Client's</i> premises.
9.67.4.	The <i>Supplier</i> submits to the <i>Client</i> for acceptance a list of the names of individuals for whom passes are required. The <i>Client</i> issues the passes to the <i>Supplier</i> . Each pass is returned to the <i>Client</i> when the individual no longer requires access to the <i>Client's</i> premises or after the <i>Client</i> has given notice that the individual is not to be admitted to any of the <i>Client's</i> premises.
<b>Recorded images</b>	
9.67.5.	The <i>Supplier</i> does not take recorded images, for example, photographs or videos, of the <i>Client's</i> premises or any part of them unless it has obtained the acceptance of the <i>Client</i> .
9.67.6.	The <i>Supplier</i> takes the measures needed to prevent Staff taking, publishing or otherwise circulating such recorded images.