

**Area 4 Interim**

**Construction Works Framework**

**TSC Scope**

## TSC Scope for Construction Works Framework

### Contents amendment sheet

Issue No.	Revision No.	Amendments	Initials	Date
1	0	Tender Issue	LP	01/05/20
1	1	<ul style="list-style-type: none"> <li>• Category management – paragraph 21 and Annex D.</li> <li>• Office space – paragraph 22.</li> </ul>	MK	05/05/20
1	2	<ul style="list-style-type: none"> <li>• Demobilisation added</li> <li>• Option A added</li> <li>• Option C task order – excludes payment for principal contractor, general management, construction management and commercial management roles.</li> </ul>	MK	10/06/20
1	3	Amendments to 1.2.2; 1.2.3; 4.1;5.1;5.2;6.1;7.2 and 8.1	MK	10/07/20

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## 1. General

### 1.1. Introduction

1.1.1. The *service* is related to the *Client's* construction and associated works within the Affected Property.

1.1.2. An anticipated programme of work is contained in the Work Order brief.

1.1.3. Identified and defined terms are set out in Appendix A.

### 1.2. Scope of Service

1.2.1. In Providing the Service the *Contractor* facilitates the *Client* to achieve the vision and goals set out in Annex 2, as modified and updated by the *Client* from time to time.

1.2.2. Where specified as included in the Work Order, the *service* is defined in the following sections:

- Framework Mobilisation
- Framework Demobilisation
- Community
- Develop Network Investment Needs
- Design Schemes
- Deliver Schemes
- Principal Contractor
- General Management/administration, Construction Management/supervision and Commercial Management
- Deliver Incident Response (Rapid Response)

1.2.3. Constraints on how the *Contractor* Provides the Service are defined in the following sections:

- Instruction and Payment Requirements
- Quality Management
- General Health and Safety
- Managing Network Occupancy
- Identify Network Needs
- Customer Service and Stakeholder Liaison
- Environmental Management and Sustainability

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- Commercial Management
  - Risk Management
  - Procurement and Supply Chain Management
  - Information Technology and Data
  - General Obligations
  - Category management

### 1.3. Affected Property

1.3.1. The Affected Property is set out in the Framework Information for the Framework Contract for this Work Order.

## 2. Framework mobilisation

2.1. The *starting date* and *completion date* in this section refer specifically to the Work Order for mobilisation.

2.2. Mobilisation Period is the period commencing on the *starting date* and ending on the *completion date*.

2.3. When instructed via a Task Order, the *Contractor* carries out the mobilisation duties below.

2.4. The *Contractor* designs and documents a mobilisation plan and submits with tender submission.

2.5. The mobilisation plan includes all the tasks, methodologies, dates and timescales necessary during the Mobilisation Period to Provide the Service of future Work Orders under the Framework Contract to this Work Order from the *completion date*.

2.6. During the Mobilisation Period the *Contractor* delivers the activities in accordance with the mobilisation plan and specifically:

- prepares and manages a risk register relating to mobilisation tasks,
- produces the individual Annex 16 processes,
- submits an information security plan no later than four weeks after the starting date,
- procures resources so that the *Contractor* is fully able to Provide the Service of future Work Orders under the Framework Contract to this Work Order
- ensures employees and Subcontractors are fully aware of the operation

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and requirements of this contract, their role and the Quality Plan,

- develops collaborative relationships with other Partners in the Community,
- manages the Mobilisation Plan,
- identifies key staff and their roles,
- establishes the relevant components of the Business Information Gateway interface and other systems in accordance with Annex 6,
- participates in the establishment of the Community,
- prepares the Quality Plan no later than the completion date,
- attends a one-day *Client's* workshop to review use of Lean principles for continual improvement prior to the completion date,
- prepares a records policy document including the disposal of records based upon the *Client's* records policy and submits it to the *Service Manager* for approval, no later than six weeks prior to the completion date,
- produces an evidence based Inclusion Action Plan in accordance with paragraph 3.1.3 of Annex 27.
- develops a formal health and safety management system. Health and safety management in accordance with paragraph 1.2.1 of Annex 13,
- supports the *Service Manager* to gather and analyse customer and communities intelligence in accordance with paragraph 3.3.6 of Annex 27,
- produces Apprenticeship proposals in accordance with paragraph 3.6.2 of Annex 27,
- prepares a Health and Safety Maturity Matrix action plan in accordance with paragraph 1.3.1 of Annex 13,
- registers for FORS (or an alternative scheme) in accordance with paragraph 1.5.1 (1) of Annex 13,
- for schemes due to start construction no later than 1 month after the completion date:
  - attends scheme handover meetings when instructed by the *Service Manager* to receive details of schemes that have been allocated.

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- reviews scheme documentation and indicative scheme bill of quantities produced by others when instructed by the *Service Manager* and advises the *Service Manager* on the adequacy of the quantities provided.
  - prepares a business continuity plan that complies with ISO22301:2012 and best industry practice and submits the draft plan to the *Service Manager* no later than two months before the completion date for comment. The *Contractor* finalises the business continuity plan prior to the starting date.

### 3. Framework demobilisation

3.1. The *starting date* and *completion date* in this section refer specifically to the Work Order for demobilisation.

3.2. Demobilisation Period is the period commencing on the *starting date* and ending on the *completion date*.

3.3. When instructed via a Task Order, the *Contractor* carries out the demobilisation duties below.

3.4. The *Contractor* designs and documents a demobilisation plan and submits to the *Service Manager* for acceptance.

3.5. The demobilisation plan includes all the tasks, methodologies, dates and timescales necessary during the Demobilisation Period to deliver the activities in accordance with the demobilisation plan.

3.6. During the Demobilisation Period the *Contractor* delivers the activities in accordance with the demobilisation plan and specifically:

- prepares and manages a risk register relating to demobilisation tasks,
- manages the Demobilisation Plan,
- identifies key staff and their roles,
- a report on all outstanding defects, work in progress and the *Contractor's* assessment of all duties that would appropriately be performed by the *Contractor* after the end of the Contract Period,
- vacates and hand back offices, provided by the *Client* in good order at the end of the Contract Period,
- co-operates with the Incoming Contractor(s) and the *Client* to discuss and facilitate smooth transfer of operation and people where required

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#### 4. **Community**

4.1. The *Contractor* participates in and contributes to the requirements of The Community as described in Annex 11.

#### 5. **Develop network investment needs**

5.1. The *Contractor* promptly provides information in its possession to assist in developing the Asset Investment Plan.

5.2. The *Contractor* provides expertise identifying potential solutions to address the need. These solutions should consider as a minimum; Health and Safety, the environment, whole life cost, buildability, network disruption and other benefits to the end user. Any proposed solutions are subject to the *Client's* approvals and departures procedures.

#### 6. **Design schemes**

6.1. The *Contractor* forms an integrated development team with the *Client's* design partner to develop, optimise and value engineer the design.

6.2. The *Contractor* provides ad-hoc buildability and construction advice, and assists the designer with identifying opportunities for achieving efficiencies, when requested.

#### 7. **Deliver schemes**

7.1. The *Contractor* forms a collaborative planning team with other contractors to provide buildability and construction planning advice and identify opportunities for achieving efficiencies.

7.2. When instructed via a Task Order, the *Contractor* plans, prepares, constructs and carries out a Scheme. This includes all Tier 1 activities, including all necessary general management/administration, construction management/supervision and commercial management.

7.3. The principal contractor provides all needed information for preparation of the Health and Safety File to the principal designer within 2 weeks of Scheme Completion. The *Contractor* provides all required information relating to the Task in time to the principal contractor to allow this to happen.

7.4. The *Contractor* notifies Task Order completion by submitting a completion certificate form within one week of completion to the *Service Manager* for acceptance and certification.

7.5. The *Contractor* submits the final Price for Service Provided to Date for the

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Task within 13 weeks of Scheme Completion.

## 8. Principal Contractor

8.1. The *Contractor* undertakes the role of principal contractor as defined below.

8.2. The role of principal contractor incorporates the principal contractor role under CDM Regulations (2015) and includes:

- (a) Preparation of the scheme construction programme in collaboration with the other scheme contractors.
- (b) Maintenance and updating of the scheme construction programme.
- (c) Preparation and maintenance of the construction phase plan.
- (d) Periodic production of scheme progress reports at intervals agreed with the *Client*.
- (e) Collation and review of risk assessments and method statements for all contractors on the scheme.
- (f) Providing site specific inductions to all working on and visiting the site.
- (g) Collation of as built drawings from all scheme contractors for submission to the principal designer.
- (h) Provision, maintenance and management of site protective measures for all scheme activities.
- (i) Managing and coordinating the delivery of all works to be delivered on site.
- (j) Providing a qualified site manager for the duration of the scheme.
- (k) When instructed appointment of a temporary works coordinator (TWC) to ensure all temporary works are planned, installed and maintained in accordance with appropriate standards. The TWC is a competent person with responsibility for the co-ordination of all activities related to the temporary works.
- (l) Managing the coordination, provision and maintenance of welfare facilities for all scheme contractors for the duration of the scheme.
- (m) Producing and implementing a Construction Environmental Management Plan (CEMP) in accordance with Annex 27.
- (n) Coordinating the implementation of requirements of any

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environmental licences, consents and permits for the scheme.

- (o) Coordinating and managing the response to environmental incidents on site including providing reports to relevant authorities.
- (p) Being the first point of contact for all regulatory bodies throughout for the duration of the scheme.
- (q) Coordinating the dissemination of all scheme information to all scheme contractors for the duration of the scheme.
- (r) Providing all documentation necessary for the preparation of the Health & Safety File to the principal designer within 2 weeks of the date of Scheme Completion.

## 9. Deliver incident response (rapid response)

9.1. If, after an incident has been cleared, more extensive repairs are required in order to restore the network condition, an instruction will be issued by the *Service Manager* or Regional Operations Centre (ROC) to the most appropriate *Contractor* or *Contractors* to attend the site and carry out the necessary repair work.

9.2. The level of service required for rapid response will be dependent on the situation. In some cases an immediate presence may be required and in other situations, *Contractors* may be required to mobilise in order to carry out work during the night following an incident that has occurred during the day. The *Contractor* is not required to have a formal standby arrangement. The ability to respond will be subject to availability and or the priority of Works being agreed with the *Service Manager*, following a short notice request.

9.3. If instructed by the *Service Manager* or ROC the *Contractor* carries out repair work under a Task Order.

9.4. On attending any incident which may give rise to a Green Claim, the *Contractor* takes all necessary steps to provide the information required by the *Service Manager*.

## 10. Instruction and payment requirements

10.1. The *Service* will be instructed via Task Orders.

10.2. An example Task Brief template is contained in Appendix B. This is an example only and subject to amendments/further development.

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- 10.3. The *Contractor* prepares Financial Assessment Certificate (contained in Appendix C) for all invoices.

### Option C Task Orders

- 10.4. When the *Service Manager* instructs the *Contractor* to submit the total of the Prices for an Option C Task Order for a Scheme,
- The *Contractor* prepares his total of the Prices for a Task by completing the Price List that is contained in the Form of Task Order using the principles below.
  - The rates will include all the *Contractor's* risk and allowance for working in all scenarios except those detailed below. No adjustments from the Price List will be allowed other than those detailed below.
  - Where the work item is similar to, but not the same, as an item of work in the Price List, the *Contractor* uses the Schedule of Rates Resource Schedule and outputs in the Price List 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 will be treated as a rate from the Price List.
  - For items of work where there is no similar item listed in the Price List, a new rate is calculated:
    - 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 and any contract specific amendments referred to in the tender documents and
    - 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 *Contractor's* tendered rates and
    - to be fully inclusive of the work stated in the Preambles to the Schedule of Rates contained in the Price List and is based on the forecast Defined Cost of the work described in the Price List.
  - For each new rate calculated, the *Contractor* provides a split of People, Equipment, Plant and Material, and Charges. If requested by the *Client*, the *Contractor* provides a resource breakdown and method statement detailing how the rate has been calculated.
  - The new rate is adjusted for inflation to be correct at the base date and included in the Price List.

- The *Contractor* does not include any amount for principal contractor, general management, construction management and commercial management roles necessary in the Task prices.
- Where relevant, the *Contractor* applies the adjustment for working in specific parts of the Affected Property as detailed in the Price List.
- The *Contractor* enters the prices into the Price List by totaling the prices of items under the appropriate works headings.
- The *Contractor* includes an amount for the Fee by applying the fee percentages to the subtotal of the prices.
- The total of the Prices for the Task is calculated by multiplying the total of the base date prices and Fee for the Task (assessed in accordance with the process described above) by the Price Adjustment Factor for the Task
  - A quotation priced on any other basis will be rejected.
  - The Price List is not adjusted as a result of a change to the Affected Property as envisaged by the Scope.

10.5. The Price Adjustment Factor for the Task is  $1 + ((L-B)/B) \times ((S+P)/S)$ , where

- the Pricing Date is the date the *Service Manager* requests the *Contractor* to assess the total of the Prices for a Task,
- the base date Task Index (B) is the value of the latest *task index* that had been released at the time of the *base date*,
- the Task Index (L) is the value of the latest *task index* that had been released at the Pricing Date,
- the Pricing Period (P) is the period of time in weeks from the Pricing Date to the Task starting date and
- the Index Period (S) is the period of time in weeks from the date of award of the Framework Contract to the Pricing Date.

### Option E Task Orders

10.6. When instructed by the *Service Manager*, the *Contractor* provides a forecast of the total Defined Cost for the Task included in the proposed Task Order.

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- 10.7. For each Option E Task where the *starting date* is before the first anniversary of the date of award of the Framework Contract the *Staff Rates* are the Staff Rates in the Price List.
- 10.8. For each Option E Task where the *starting date* is on or after the first anniversary of the date of award of the Framework Contract the *Staff Rates* are the Staff Rates in the Price List multiplied by L/B, where
- the base date Staff index (B) is the value of the latest staff rate index that had been released at the time of the *base date* and
  - the Staff index (L) is the value of the latest staff rate index that had been released at the time of the last anniversary of the date of award of the Framework Contract.

### Option A Task Orders

- 10.9. When instructed by the *Service Manager*, the *Contractor* provides a forecast of the total Defined Cost for the Task included in the proposed Task Order.
- 10.10. For each Option A Task where the *starting date* is before the first anniversary of the date of award of the Framework Contract the *Staff Rates* are the Staff Rates in the Price List.
- 10.11. For each Option A Task where the *starting date* is on or after the first anniversary of the date of award of the Framework Contract the *Staff Rates* are the Staff Rates in the Price List multiplied by L/B, where
- the base date Staff index (B) is the value of the latest staff rate index that had been released at the time of the *base date* and
  - the Staff index (L) is the value of the latest staff rate index that had been released at the time of the last anniversary of the date of award of the Framework Contract.

## 11. Quality management

### 11.1. Quality Plan

- 11.1.1. The *Contractor* complies with the requirements in Annex 16 for the preparation, implementation and ongoing updating of its Quality Plan and Quality Management System

11.1.2. The *quality table* is in Annex 16.

## 11.2. Audits

11.2.1. When instructed the *Contractor* develops proposes and complies with the audit requirements in Annex 16.

## 11.3. Performance Management

11.3.1. The *Contractor* manages performance in accordance with Annex 17.

11.3.2. The *Contractor* submits a Monthly Review Progress Report in accordance with the guidance in Annex 3.

## 11.4. Continual Improvement

11.4.1. The *Contractor* manages continual improvement using the approach and the principles set out in Annex 18.

11.4.2. The *Contractor* develops and proposes enhancements over and above their existing duties when instructed by the *Service Manager*.

## 12. General health and safety

12.1. The Contractor meets the requirements of Annex 13 in relation to health and safety duties.

### 12.2. Asbestos

12.2.1. Where the *Client* knows asbestos to be present in any affected property, the *Client* supplies information to the *Contractor* to enable work to take place safely in accordance with the Control of Asbestos at Work Regulations and the relevant Highways England standards and guidance documents.

12.2.2. The *Client* arranges for asbestos surveys by Others where required.

12.2.3. Where asbestos is found, the *Contractor* arranges the removal of the asbestos as instructed by the *Service Manager* through a Task Order or as a compensation event.

12.2.4. In the event that asbestos containing materials are required to remain in place, the *Contractor* ensures that the Service is carried out safely and takes into account the provisions of Control of Asbestos at Work Regulations.

## 13. Identify network needs

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- 13.1. The *Contractor* is a responsible custodian of the strategic road network, acting in the long term national interest and as detailed in **Annex 11**.

#### 14. Managing network occupancy

- 14.1. The Contractor complies with the requirements of Network Occupancy Requirements.

#### 15. Customer service and stakeholder liaison

##### 15.1. Consultation, Liaison and Planning

###### 15.1.1. The *Contractor*

- (1) consults and liaises with all relevant authorities to ascertain their requirements or advice on relevant matters in connection with the network,
- (2) informs the *Service Manager* of such consultation and provides advice and recommendations on the requirements of all authorities,
- (3) advises the *Service Manager* where the *Contractor* is to meet the requirements of the authorities, which affect or may affect the works, and the *Contractor* complies with any requirements of the *Service Manager*,
- (4) develops procedures for liaison with the Traffic Officers and other stakeholders and interested parties for acceptance by the *Service Manager*,
- (5) provides information to the Traffic Officers as required to enable them to perform their duties,
- (6) liaises with the Police and Traffic Officers in relation to all fatal and other major accidents and co-operates fully with their investigations into the cause of such accidents, and provides such expertise and assistance as required under the circumstances,
- (7) attends all meetings convened by the *Service Manager* and Others relating to the management, operation, performance and maintenance of the network and the obligations of the *Contractor* and
- (8) recommends workshops and user groups to be convened by the *Service Manager* and Others, and attends all workshops and user groups convened by the *Service Manager* and Others, relating to the network.

15.1.2. The *Client* assists the *Contractor* in liaising with Others as required.

15.1.3. The *Contractor*

- (1) registers each Task Order under the Considerate Constructor Scheme operated by Construction Umbrella Bodies (Holdings) Limited,
- (2) complies with the Considerate Constructor Scheme's Code of Practice and
- (3) assists Construction Umbrella Bodies (Holdings) Limited to develop the Considerate Constructor Scheme so that it applies to contracts for works or services similar to those which the *Contractor* carries out under this Framework Contract.

## 15.2. Disclosure Requests

15.2.1. The *Contractor* acknowledges that the *Client* may receive Disclosure Requests and that the *Client* may be obliged (subject to the application of any relevant exemption and, where applicable, the public interest test) to disclose information (including commercially sensitive information) pursuant to a Disclosure Request. Where practicable, the *Client* consults with the *Contractor* before doing so in accordance with the relevant Code of Practice. The *Contractor* uses its best endeavours to respond to any such consultation promptly and within any deadline set by the *Client* and acknowledges that it is for the *Client* to determine whether or not such information should be disclosed.

15.2.2. When requested to do so by the *Service Manager*, the *Contractor* promptly provides information in its possession relating to this contract and assists and co-operates with the *Client* to enable the *Client* to respond to a Disclosure Request within the time limit set out in the relevant legislation.

15.2.3. The *Contractor* promptly passes any Disclosure Request which it receives to the *Service Manager*. The *Contractor* does not respond directly to a Disclosure Request unless instructed to do so by the *Service Manager*.

## 15.3. Communications

15.3.1. The *Contractor* communicates in accordance with the requirements in Annex 12.

## 15.4. Consultations, Inquiries etc

15.4.1. The *Contractor* provides advice, assistance and undertakes all duties including attendance at any public meeting, consultation, inquiry or tribunal

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as required. The *Contractor* prepares such documents as may be necessary to enable the *Client* to gain authority for proposed work, and the acquisition of land and rights required for the execution of the work, when instructed by the *Service Manager*.

### 15.5. Customer Service

15.5.1. The *Contractor* carries out the customer service requirements of Annex 26.

## 16. Environmental management & sustainability

16.1. The *Contractor* carries out the environmental, social and economic sustainability requirements of Annex 27.

## 17. Commercial management

### 17.1. Compensation Events

17.1.1. The *Contractor* uses the forms that will be provided by the *Service Manager* to submit compensation events.

### 17.2. Payments and Disallowed Costs

17.2.1. The *Contractor* submits applications for payment in accordance with the *conditions of contract*.

### 17.3. Cost Capture and Schedule of Cost Components

17.3.1. The *Contractor* records cost in accordance with the cost capture data requirements in Annex 10, and submits the records in a format and at intervals to be agreed with the *Service Manager*.

## 18. Risk management

### 18.1. Risk Management

18.1.1. The *Contractor* identifies, manages and mitigates risks in accordance with the ISO31000.

18.1.2. The *Contractor* operates a risk management system which will comply with the principles, framework and processes in ISO31000 before the end of the Mobilisation Period.

### 18.2. Business Continuity

18.2.1. The *Contractor* undertakes a business continuity plan test event testing the plan every year. The *Contractor* agrees with the *Service Manager* the test scenario prior to the business continuity plan test. Following the

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business continuity plan test, the *Contractor* prepares a feedback report with any proposed amendments to the business continuity plan and submits the report to the *Service Manager* within fourteen days. The *Contractor* implements any proposed amendments as instructed by the *Service Manager*.

## 19. Procurement and supply chain management

### 19.1. Subcontracting

#### 19.1.1. The *Contractor* includes in the conditions of contract for each subcontract

- provisions embodying the principles of supply chain management set out in the Quality Plan,
- an obligation on the subcontractor to work with the *Contractor* to assist the *Client* to achieve its objectives for this contract,
- an obligation on the subcontractor to keep detailed cost records in the same format, containing the same details and for the same period as the *Contractor* is required to keep, and to make the records available to the *Contractor* and the *Client* and his representatives (including the *Service Manager*) on request,
- an obligation on the subcontractor to ensure that title in Plant and Materials passes to the *Contractor* not later than when the *Contractor* pays the subcontractor for them,
- a term requiring (at the *Client's* option) the assignment or novation of the subcontract to the *Client* or a replacement *Contractor* following the termination of this contract,
- a term requiring the *Contractor* to pay the subcontractor within a specified period (not exceeding 19 days after the due date in this contract) for work which the subcontractor has completed from the previous assessment date up to the current assessment date in this contract,
- a term requiring the subcontractor to include in each subcontract the same requirement, except that the period for payment is to be not greater than 23 days after the due date in this contract,
- a provision requiring each further stage subcontract to contain provisions to the same effect as these requirements, with the intention that all subcontractors (at any stage of remoteness from the *Client*) are to be paid within 30 days after the date on which payment becomes due under this

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contract and

- a provision requiring the subcontractor to assess the amount due to a subcontractor without taking into account the amount paid by the *Contractor*.

19.1.2. The *Contractor* notifies non-compliance with the timescales for payment

- to the *Service Manager* and
- through the Efficiency and Reform Group Supplier Feedback Services.

19.1.3. The *Contractor* ensures that any subcontract (at any stage of remoteness from the *Client*) contains provisions to the same effect as this clause.

## 20. Information technology and data

### 20.1. Information security

20.1.1. The *Contractor* prepares and maintains a robust information security plan complying with the *Client's* security policy and submits it to the *Service Manager* for acceptance. The *Contractor* includes the security plan in its quality management system. The security plan includes Procedures which

- (1) ensure compliance with the Data Protection Legislation,
- (2) protect information against accidental, unauthorised or unlawful processing, destruction, loss, damage or disclosure of Personal Data,
- (3) ensure that unauthorised persons do not have access to Personal Data or to any equipment used to process Personal Data and
- (4) protects IT systems from viruses and similar threats.

20.1.2. The *Contractor* provides training for its employees and Subcontractors in accordance with the security plan.

### 20.2. Offshoring of Data

20.2.1. In this section Risk Assessment is a full risk assessment and security review carried out by the *Client* in accordance with the HMG Security Policy Framework (SPF) dated May 2018 and the Highways England Information Security Data Security Standard or any later revision or replacement.

20.2.2. The *Contractor* does not store any of the *Client's* data that is classified as Official (including Official Sensitive) or higher in accordance with "HMG Government Security Classifications" dated May 2018 (or any later revision or replacement):

- (1) offshore or
- (2) in any way that it could be accessed from an offshore location until the Client has confirmed to the Contractor that either
- (3) the *Client* has gained approval for such storage in accordance with the Highways England Information Security Data Security Standard (or any later revision or replacement) or
- (4) such approval is not required.

20.2.3. The *Contractor* ensures that no premises are used in Providing the Services until

- (1) such premises have passed a Risk Assessment or
- (2) the *Client* confirms to the *Contractor* that no Risk Assessment is required.

20.2.4. The *Contractor* complies with a request from the *Client* to provide any information required to allow the *Client* to

- (1) gain approval for storing data or allowing access to data from an offshore location in accordance with 19.2.2 or
- (2) conduct a Risk Assessment for any premises in accordance with 19.2.3

20.2.5. The *Contractor* ensures that any subcontract (at any stage of remoteness from the *Client*) contains provisions to the same effect as this clause.

20.2.6. A failure to comply with this condition is treated as a substantial failure by the *Contractor* to comply with his obligations.

### 20.3. Information Systems

20.3.1. The *Contractor* maintains and operates the Business Information Gateway interface or other access requirements as agreed with the *Service Manager* for

- (1) the management of information and records relating to the Affected Property,
- (2) the support of decisions relating to programmes of work for maintenance and improvement of the Affected Property,
- (3) receiving and transmitting communications, information, records and

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data from and to the *Service Manager* and

- (4) the operation of management information systems, which are part of the information and communication technology owned and managed by the *Client*.

20.3.2. The *Contractor* maintains and operates the Business Information Gateway interface in accordance to Annex 6.

20.3.3. The *Contractor* uses those systems, standards and procedures detailed in Annex 6, and facilitates new operating practices required as a result of the *Client's* amendments to the systems, standards and procedures detailed in Annex 6.

#### 20.4. **Integrated Asset Management Information Systems**

20.4.1. The *Contractor* refers to the requirements of the Asset Data Management Manual.

### 21. **General obligations**

21.1. This Scope does not replicate requirements contained elsewhere in this contract, such as Clause Z of the Contract Data.

21.2. The *Contractor*:

- ensures that the key objectives for this agreement set out in Annex 2 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 of delivering the key objectives,
- minimises the risk of damage or disturbance to or destruction of third party property and
- ensures the *Client* and *Others* with statutory duties or functions in relation to the Affected Property or other adjoining roads are able to perform those duties and functions unimpaired.

#### 21.3. **Anti Bribery and Anti Fraud**

21.3.1. The *Contractor* complies (and ensures that any person employed by him or acting on his behalf complies) with the *Client's* Anti Bribery Code of Conduct and Anti Fraud Code of Conduct, collectively "the Codes". The *Contractor* complies with the Codes until the end date and with

- paragraph 4 of the *Client's* Anti Bribery Code of Conduct and

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- paragraph 3 of the *Client's* Anti Fraud Code of Conduct until 12 years after the end date.

21.3.2. If the *Contractor* breaches clause 20.2, the *Client* may

- terminate the framework contract with immediate effect and
- treat such breach as a substantial failure by the *Contractor* to comply with his obligations under any Package Contract.

21.3.3. The *Contractor* ensures that any subcontract (at any stage of remoteness from the *Client*) contains provisions to the same effect as this clause.

#### 21.4. **Discrimination, Bullying & Harassment**

21.4.1. The *Contractor* does not discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to the Discrimination Acts.

21.4.2. In Providing the Service, the *Contractor* co-operates with and assists the *Client* to satisfy its duty under the Discrimination Acts to

- Eliminate unlawful discrimination, harassment and victimisation,
- Advance equality of opportunity between different groups and
- Foster good relations between different groups.

21.4.3. Where any *Contractor's* employee or Subcontractor, and its employees (at any stage of remoteness from the *Client*), is required to carry out any activity on the *Client's* premises or alongside the *Client's* employees on any other premises, the *Contractor* ensures that each such employee or Subcontractor, and its employees (at any stage of remoteness from the *Client*), complies with the requirements of the Discrimination Acts and with the *Client's* employment policies and codes of practice relating to discrimination and equal opportunities.

21.4.4. The *Contractor* notifies the *Service Manager* as soon as it becomes aware of any investigation or proceedings brought against the *Contractor* under the Discrimination Acts in connection with the contract and

- Provides any information requested by the investigating body, court or tribunal in the timescale allotted,
- Attends (and permits a representative from the *Client* to attend) any associated meetings,

- Promptly allows access to any relevant documents and information and
- Co-operates fully and promptly with the investigatory body, court or tribunal.

21.4.5. The *Contractor* complies with all applicable human rights and employment laws in the jurisdictions in which they work and have robust means of ensuring that the Subcontractor (at any stage of remoteness from the *Client*) also comply.

21.4.6. The *Contractor* implements due diligence procedures for its own suppliers, Subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

21.4.7. The *Contractor* carries out an annual audit to monitor its compliance with the Modern Slavery Act 2015 which covers all its obligations under all its existing *Client* contracts. The *Contractor* prepares and delivers to the *Service Manager* no later than 1<sup>st</sup> August each year an annual

- slavery and human trafficking report,
- transparency statement and
- a risk register with mitigating actions 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.

21.4.8. If the *Contractor* notifies the *Client* 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.

21.4.9. The *Contractor* uses reasonable endeavours not to purchase any raw materials, resources or products from any country that has been sourced from producers or manufacturers using forced labour and child labour in its operations or practice.

21.4.10. The *Contractor* complies (and ensures that any Subcontractor complies) with the *Client's* policies relating to bullying and harassment. If the *Service Manager* considers that the presence or conduct of any of employees (at any stage of remoteness from the *Client*) at any location relevant to the performance of the *service* is undesirable or in breach of the *Client's* policies, the *Service Manager* instructs the *Contractor* to implement corrective action.

21.4.11. The *Contractor* ensures that any subcontract (at any stage of remoteness from the *Client*) relevant to the performance of the *service*, contains

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provisions to the same effect as this section. The *Contractor*, proposes to the *Service Manager* for acceptance, that a specific subcontract (at any stage of remoteness from the *Client*) relevant to the performance of the *service*, does not comply with the requirements of this section 20.3. The *Contractor* provides a detailed reason for not including some or all of the requirements of this section 20.3 in the specific contract. The *Contractor* provides further detail when requested by the *Service Manager* to assist their consideration. If accepted by the *Service Manager*, the *Contractor* is relieved from including some or all of the requirements of this section 20.3 in the specific contract.

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

#### 21.5. Return of Confidential Information on Termination

21.5.1. Within two weeks of a termination for any reason, the *Contractor* returns to the *Client* any confidential or proprietary information belonging to the *Client* in the *Contractor's* possession or control and deletes (and procures that any Subcontractor deletes) any electronic information or data held by the *Contractor* or any Subcontractor relating to the *Client*, the framework contract or any Package Contract.

#### 21.6. Application of Official Secrets Act

21.6.1. The Official Secrets Act 1989 applies to the framework contract from the date of award of the framework contract until all the works and services to be carried out under all Package Contracts have been completed.

21.6.2. The *Contractor* notifies his employees and Subcontractors of their duties under the Official Secrets Act 1989.

21.6.3. If the *Contractor* breaches clause 20.5, the *Client* may

- terminate the framework contract with immediate effect and
- treat such breach as a substantial failure by the *Contractor* to comply with his obligations under any Work Order.

#### 21.7. Data Protection

21.7.1. For the purposes of this framework contract or any Work Order and the Data Protection Legislation

- For this purpose of this section only the *Client* is the Controller, and
- The *Contractor* is the Processor
- This section constitutes a data processing agreement where required by the Data Protection Legislation.

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- 21.7.2. The *Contractor* processes the Data in accordance with the Data Protection Legislation and only to the extent necessary for the purpose of Providing the Service.
- 21.7.3. The *Contractor* complies with the requirements of Procurement Policy Note 02/18 entitled 'Changes to Data Protection Legislation & General Data Protection Regulation' ('**PPN 02/18**') or any later revision and any related supplementary Procurement Policy Notes in Providing the Service.
- 21.7.4. The *Contractor* does not knowingly do anything or permit anything to be done which might lead to a breach of the Data Protection Legislation by either Party
- 21.7.5. The *Contractor* obtains and maintains until the end of the Service Period all registrations and notifications that it is obliged to obtain and maintain pursuant to the Data Protection Legislation in respect of Providing the Service.
- 21.7.6. The *Contractor* only processes Data to the extent it relates to;
- The types of Data,
  - the categories of Data Subjects and
  - the nature and purpose
- 21.7.7. Without prejudice to 20.6.2 the *Contractor* processes the Data only in accordance with the instructions of the *Service Manager* unless the *Contractor* is required to process Data for other reasons under the laws of the European Union (or a member state of the EEA) to which the *Contractor* is subject. If the *Contractor* is required to process the Data for these other reasons, it informs the *Service Manager* before carrying out the processing, unless prohibited by relevant law.
- 21.7.8. If the *Contractor* immediately informs the *Service Manager* if it believes that an instruction infringes the Data Protection Legislation or any other applicable law.
- 21.7.9. The *Contractor* has in place and maintains in accordance with then good industry practice for as long as it holds any Data taking into account the state of the art, the costs of implementing, the harm that might result from a Data Loss Event and the nature, scope, context and purposes of processing
- appropriate technical and organisational measures to protect the Data against accidental, unauthorised or unlawful processing, destruction, loss, damage, alteration or disclosure and
  - adequate security programmes and procedures to ensure that unauthorised persons do not have access to the Data or to any equipment used to process the Data.

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- 21.7.10. In each case to ensure that the *Contractor's* processing is in accordance with the Data Protection Legislation and protects the rights of the Data Subjects.
- 21.7.11. The *Contractor* submits details of its Protective Measures to the *Client* for acceptance. A reason for not accepting them is that they are not appropriate to protect against a Data Loss Event. Acceptance (or a failure to reject) by the *Client* does not amount to approval by the Controller of the adequacy of the Protective Measure.
- 21.7.12. The *Contractor* ensures that all persons authorised to process Data are bound by obligations equivalent to those set out in clause Z7 (confidentiality and disclosure of information) and this section and are aware of the *Contractor's* obligations under the contract and the Data Protection Legislation.
- 21.7.13. The *Contractor* ensures access to the Data is limited to those persons who need access in order for the *Contractor* to Provide the Service and (in each case) to such parts of the Data as are strictly necessary for performance of that person's duties.
- 21.7.14. Where the *Contractor* obtains or collects Personal Data on behalf of the *Client*, the *Contractor*;
- provides to Data Subjects a data protection notice in a form accepted by the *Service Manager*, informing the Data Subject of the identity of the *Client*, the identify of any data protection representative it may have appointed, the purpose or purposes for which their Personal Data will be processed and any other information which is necessary having regard to the specific circumstances in which the Personal Data is, or is to be, processed to enable processing in respect of the Data Subject to be fair and
  - where applicable, obtains all necessary consents for the processing of Data.
- 21.7.15. On request, the *Contractor*, takes all necessary actions and provides the *Service Manager* with all reasonable assistance necessary for the *Client* to comply with a Data Subject Request, including;
- the provision of access to, and information relating to, Data,
  - the rectification of inaccurate Data,
  - the permanent erasure of Data,
  - the provision of a copy of Data in machine readable format, and
  - the transfer of Data to a third party.

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21.7.16. The *Contractor* immediately notifies the *Service Manager* if it receives

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

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

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

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

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

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

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

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

21.7.21. In the event of a Security Incident, the *Contractor* provides the *Service*

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*Manager* with full co-operation and assistance in dealing with the Security Incident, in particular in notifying individuals affected by the Security Incident or a Supervisory Authority as required by the Data Protection Legislation.

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

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

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

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

- the information described in 20.6.6 of this section
- The different types of processing being carried out (if applicable),
- any transfers of Data outside the EEA or the United Kingdom, identifying the relevant country or international organisations and any documentation required to demonstrate suitable safeguards and

21.7.25. a description of the technical and organisation security measures referred to in 20.6.9 of this section.

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

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

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

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

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

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

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

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

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

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

## 21.8. Confidentiality, Security & Conflict of Interest

21.8.1. The *Contractor* arranges for staff to be vetted in accordance with the requirements of the *Contractor* in Annex 8 whether this be during or after mobilisation.

21.8.2. The *Contractor* manages conflict of interest in accordance with the requirements of the *Consultant* in Annex 8.

## 21.9. Statutory powers

21.9.1. The *Contractor* advises the *Service Manager* where it becomes aware that it is necessary or beneficial for the *Client* to use any statutory power in order for the *Contractor* to fulfil its duties.

## 21.10. Reference documents

21.10.1. The *Client* has developed and identified reference documents to meet its procedural and technical requirements. The current documents are set out in Annex 3. In Providing the Service, the *Contractor* meets the *Client's* requirements and complies with the requirements of the reference documents in Annex 3 as amended or added to from time to time.

### 21.11.Co-operation

21.11.1. The *Contractor* cooperates with the *Service Manager* in obtaining and providing information which they need in connection with the Affected Property.

### 21.12.Plant and Materials, Equipment and objects of value

21.12.1. The *Contractor* removes Plant and Materials from the Affected Property (with the *Service Manager's* permission) when they are no longer needed to Provide the Service.

21.12.2. If, at the starting date, the *Client* makes available Plant and Materials for use by the *Contractor* in Providing the Service, the *Contractor* supplies the same quantity and quality of Plant and Materials to the *Client* at the end of the service period unless the *Service Manager* agrees otherwise.

21.12.3. The *Contractor* provides items of Equipment for the *Client's* use as stated in the Service Information.

21.12.4. The *Contractor* removes Equipment from the Affected Property when it is no longer needed to Provide the Service unless the *Service Manager* allows it to be left within the Affected Property.

21.12.5. Where the *Contractor* procures vehicles for the purpose of Providing the Service, the *Contractor* removes all vehicle livery relating to the *Client* and any other livery identifying the vehicle with the contract at the earliest of

- the end of the service period,
- on termination,
- when the vehicle is sold or beyond use or
- when the vehicle is no longer being used only for the contract.

### 21.13.Cost Verification

21.13.1. The *Contractor* allows the *Client* (or a forensic cost verification consultant engaged by the *Client*) to remove data relating to the assessment of Defined Cost (including Personal Data) from the Working Areas for the purpose of verifying the Defined Cost incurred.

21.13.2. The *Client* ensures that data removed from the Working Areas for verification is adequately protected against the risk of accidental, unauthorised or unlawful processing, destruction, loss, damage, alteration or disclosure.

21.13.3. The *Contractor* obtains agreement from the data subject for the removal of Personal Data from the Working Areas for verification.

## 22. Category management

- 22.1. A Category Purchase Agreement is a framework agreement between the *Client* and a Category Supplier for the purchase of materials, works or services for use across the *Client's* business. A Category Supplier is a supplier who enters into a Category Purchase Agreement with the Client.
- 22.2. The *Contractor* enters into a contract with a Category Supplier pursuant to a Category Purchase Agreement for the purchase of materials, works or services needed to Provide the Works where a Category Purchase Agreement exists.
- 22.3. The conditions of contract between the *Contractor* and a Category Supplier are those set out in the Category Purchase Agreement and the *Contractor* does not change them unless the *Client* agrees.
- 22.4. The *Contractor* liaises with the *Client* to identify and plan a programme that allows a Category Supplier procurement and associated governance procedures to be incorporated within the Accepted Programme.
- 22.5. The Contractor complies with the *Client's* allocation processes and procedures set out in Appendix D.
- 22.6. The *Contractor* manages the process for entering into a contract with a Category Supplier in accordance with the Framework Information for the relevant Category Purchase Agreement.
- 22.7. The *Contractor* provides full visibility to the *Client* of the process for entering into a contract with a Category Supplier.
- 22.8. The *Contractor* is encouraged to utilise all Category Management communities' commitment for Early Supplier Involvement (ESI).
- 22.9. The *Contractor* co-operates with the *Client* and Others (any other suppliers who enter into contracts with a Category Supplier) in forecasting demand for materials, works or services related to a Category Purchase Agreement.
- 22.10. The *Contractor* remains responsible for Providing the Works and for the quality of any materials, works or services supplied by a Category Supplier as

if it had supplied them itself.

22.11. The *Contractor* ensures that a Subcontractor enters into a contract with a Category Supplier pursuant to a Category Purchase Agreement for the purchase of materials, works or services needed to Provide the Works.

22.12. The *Contractor* ensures that the conditions of contract between the Subcontractor and the Category Supplier are those set out in the Category Purchase Agreement and that the Subcontractor does not change them unless the *Client* agrees.

### 23. Office space

23.1. Permanent office space, furniture and facilities will be provided by the *Client* for use by the *Contractor* as shown in Table 1 below.

23.2. The *Contractor* occupies and uses the office space only to Provide the Service.

23.3. The *Contractor's* occupation of the office space is as licensee only and the Parties do not intend to create any relationship of landlord and tenant or other interest in land.

**Table 1 – Premises, equipment and facilities supplied by the *Client***

Item	Quantity	Comments
<b>Office 1 – Whealdon House</b>		
<b>Address – Eclipse Park, Sittingbourne Road, Maidstone, Kent ME14 3EN</b>		
Work Stations	20	Hot desk workstations, including desk, chair and storage space.
Car Park Spaces	Numbers to be confirmed	Parking will be available; however, the exact number of spaces is yet to be confirmed.

23.4. The *Client* provides the *Contractor* with all equipment and facilities listed in Table 1.

23.5. The *Contractor* provides all necessary equipment to Provide the Service. Table 2 includes an indicative but not exhaustive list of items which the *Contractor* may provide,

**Table 2 – Premises, equipment and facilities supplied by the *Contractor* (*Indicative*)**

Item	Comments
<b>Office 1 – TBA by tenderer.</b> <b>Address – TBA by tenderer</b>	
IT	Including computer, screens, servers, broadband connections and all other IT hardware and all software.
Telephones	Including handsets, cables and all connections.
Vehicles certified as compliant to Chapter 8 of the Traffic Signs Manual	Vehicles for use by <i>Contractor</i> on the Affected Property

### Appendix A - Identified and defined terms

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

- (1) The term Contractor when used in the Annexes means the *Contractor*.
- (2) the Partners are *Consultants* and *Contractors* notified by the *Service Manager* to the *Contractor* with whom the *Client* has entered into contracts for the provision of construction works, design, specialist support and other services in connection with the maintenance, repair, renewal and improvement of the network,
- (3) the Community is the group comprising one representative each from the *Client*, the *Contractor* and each of the Partners and formed for the purposes described in this document. or Annex 11,
- (4) Current System is a system that is authorised for use by the *Client* at the Contract Date and includes all of the systems set out in Table 3 of Annex 6,
- (5) Regional Operations Centre is the *Client's* 24-hour emergency/incident contact facility,
- (6) New System is a revision to a Current System or a system development identified in Table 4 of Annex 6 for which the *Client* will specify the training and implementation programme and System requirements necessary for its implementation and operation by the *Contractor*,
- (7) System includes processing equipment, application programs, digital data or digital reference information,
- (8) TSC Work Order is a Work Order placed using the NEC4 Term Service Contract under this scope.
- (9) Green Claims are claims by the *Client* against third parties for damage to *Client's* property including the Affected Property
- (10) **Data** is all Personal Data collected, generated or otherwise processed by the *Contractor* in the course of Providing the Service.

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- (11) **Data Loss Event:** any event that results, or may result, in unauthorised access to Personal Data held by the Processor for the purposes of this contract, and/or actual or potential and/or destruction of Personal Data in breach of this Agreement, including any Personal Data breach.
- (12) **Data Protection Impact Assessment:** an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
- (13) **Data Protection Legislation is:**
- i. the General Data Protection Regulation (EU2016/679)
  - ii. the LED (Law Enforcement Directive (Directive (EU) 2016/680)
  - iii. the Data Protection Act 2018 and
  - iv. any other data protection laws and regulations applicable in England and Wales.
- (14) **Data Subject** is an individual who is the subject of Personal Data
- (15) **Data Subject Request** is a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
- (16) **EEA** is the European Economic Area.
- (17) **Joint Controllers** means where two or more Controllers jointly determine the purposes and means of processing.
- (18) **Personal Data** is defined in the *conditions of contract*.
- (19) **Protective Measures** are appropriate, technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it including those outlined in PPN 02/18.
- (20) **Security Incident** is a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Data.
- (21) **Sub-Processor** is a third party (including Associated Company) engaged by the *Contractor* to process Data.

- (22) **Supervisory Authority** is any regulatory, supervisory, governmental or other competent authority with jurisdiction or oversight over the Data Protection Legislation.

**Appendix B - Task templates**

The Task Brief Template is in the Bravo Folder entitled Contract Scope

The Task Order Template is in the Bravo Folder entitled Contract Scope\_

The Work Order Template is in the Bravo Folder entitled Contract Scope\_

The Quotation Request is in the Bravo Folder entitled Contract Scope

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**Appendix C - Financial Assessment Certificate**

The Financial Assessment Certificate template is in the Bravo Folder entitled Contract Scope

**Appendix D – Category management processes and procedures**

The following category management processes and procedures are in the Bravo Folder entitled Contract Scope:

- a) Annual Work Package allocation procedure
- b) Works Package Procedure Prices set by Supplier
- c) Annual Work Package allocation process
- d) Works Package Process Prices set by Supplier
- e) Framework Information
- f) ECC Short sub-contract for Minor Suppliers
- g) ECC sub-contract for Major Suppliers