



National Highways Limited

NEC4 Term Service Short Contract
(June 2017 with amendments January 2019 and October 2020)

SCOPE

in relation to a *service* for

A303 Stonehenge
(Amesbury to Berwick Down)
Specialist Security Services

23 November 2022

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04	Security and Identification of People
05	Not Used
06	People Strategy
07	Not Used
08	Data Protection
09	Not Used
10	Not Used
11	Not Used
12	Not Used
13	Form of Novation (Old Client to New Client)
14	Form of Novation (Old Contractor to New Contractor)
15	Not Used
16	Parent Company Guarantee
17	Red Line Boundary Plan
18	National Trust and English Heritage Trust Land Ownership Plan
19	Form of Performance Security
20	Staff Requirements

S 100 Description of the service

S 100.1 Project background

S 100.1.1 The *Client* wishes to engage the *Contractor* for the removal of protesters as required to enable the construction of the Project.

S 100.1.2 The Project forms part of a programme of improvements for upgrading the A303/ A358 road corridor linking the South West with London and the South East, upgrading remaining single carriageway sections to dual carriageway on this important route.

The Project (diagram shown in Figure 1 – Project overview below) is to provide a high quality, two-lane dual carriageway on the A303 trunk road between Amesbury and Berwick Down in Wiltshire, which aims to resolve traffic problems and protect and enhance the Stonehenge World Heritage Site (WHS).



Figure 1 – Project overview

S 100.1.3 The Project comprises of the following key components

- a northern bypass of Winterbourne Stoke with a viaduct over the River Till valley,
- a new junction between the A303 and A360 to the west of and outside of the WHS, replacing the existing Longbarrow roundabout,
- a twin-bore tunnel 2 miles long through the WHS and
- a new junction between the A303 and A345 at the existing Countess junction.

S 100.1.4 Contractors have already been appointed to undertake preliminary works and services to allow the main works contractor to start on site without delay. These works and services include

- survey works to assist the main works contractor,

	<ul style="list-style-type: none"> archaeological mitigation and ecology works as required by the conditions of the Development Consent Order (DCO), utilities works and minor highway works. <p>These works were started but then suspended in July 2021 and are due to resume on site in 2023 subject to the necessary approvals being in place.</p>
S 100.1.5	<p>Contractors for the main works and assurance services have also been appointed. These include</p> <ul style="list-style-type: none"> the main works contractor for the design and construction of the Project, the delivery assurance partner for the purposes of <ul style="list-style-type: none"> mobilising the main works contractor, assuring the detailed design, assisting discharge of consent requirements and assuring the construction of the Project, systems commissioning, certification and handover to the <i>Client</i> and the commercial partner for the purposes of assuring commercial aspects of the Project. <p>Construction of the main works is due to start on site in 2025 subject to consents.</p>
S 101 Service objectives	
S 101.1	<p>The key objective of the <i>service</i> is the removal of protesters from the property affected by the <i>service</i> to enable the <i>Client's</i> contractors to undertake works and services with minimal or no delay to Project timelines. The <i>service</i> is required on property owned by the <i>Client</i> and on property adjacent to the Project owned by English Heritage Trust and National Trust (see link in Annex 02), as instructed by the <i>Client</i>.</p>
S 102 Outline of the service	
S 102.1	<p>The <i>service</i> consists of management of the <i>service</i> (as set out in Scope section S 108) and activities in three Phases (as illustrated in Figure 2 – Phases overview below)</p> <ul style="list-style-type: none"> Phase 1: Mobilisation Phase (12 weeks duration), Phase 2: Preliminary Works Phase (18-month duration) and Phase 3: Main Works Phase (36-month duration).

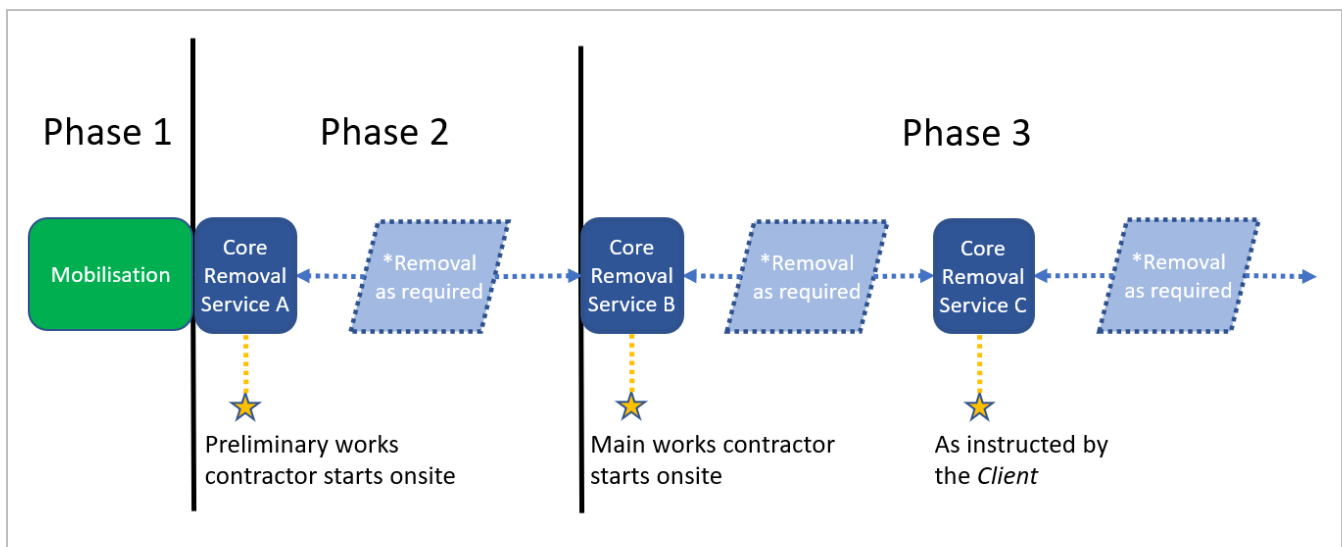


Figure 2 – Phases overview

S 102.2	Provided that the <i>service period</i> is not exceeded save in accordance with clause Z54, the duration of any of the Phases can be extended.
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Phase 1: Mobilisation Phase

S 102.3	Phase 1 consists of compiling the service management plan as set out in Scope section S 109. Phase 1 commences on the <i>starting date</i> and has a duration of 12 weeks.
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Phase 2: Preliminary Works Phase

S 102.4	Phase 2 consists of activities to remove protesters during the Project's preliminary works phase as given in Scope sections S 106, S 107 and S 110. This includes Core Removal Service A. The start of this phase is linked to the start of works on site by preliminary works contractors currently anticipated to be in 2023. Phase 2 ends on the commencement of Phase 3. The duration of this phase is anticipated to be 18 months.
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Phase 3: Main Works Phase

S 102.5	Phase 3 consists of activities to remove protesters during the Project's main works phase as given in Scope section S 106, S 107 and S 111. This includes Core Removal Service B and Core Removal Service C. The start of this phase is linked to the start of works on site by the main works contractor currently anticipated to be in 2025. The duration of this phase is anticipated to be 36 months.
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S 103 Client's objectives

S 103.1	The purpose of this section is to communicate the <i>Client's</i> vision, values, outcomes and the key objectives of this contract, outlining the <i>Client's</i> expectations regarding how the <i>Contractor</i> supports the delivery of these.
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About the <i>Client</i>	
S 103.2	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.
S 103.3	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 in the United Kingdom.
S 103.4	The <i>Client's</i> role is to deliver a better service for road users and to support a growing economy. It must operate, manage and improve the strategic road network in the public interest, maintain the strategic road network on a day-to-day basis and provide effective stewardship of the strategic road network's long-term operation and integrity.
The <i>Client's</i> vision	
S 103.5	The <i>Client's</i> vision, as set out in the <i>Client's</i> 'Strategic Business Plan' (see link in Annex 02) is to revolutionise its roads and create a modern strategic road network across England over the next 25 years. It plays its part in supporting economic growth and shaping a modern Britain to make a real difference to people's lives and businesses' prospects.
The <i>Client's</i> imperatives	
S 103.6	<p>The <i>Client's</i> vision comprises of three imperatives which are</p> <ul style="list-style-type: none"> • safety – the safety of its employees, its service partners and its road users, • customer service – the customer service and experience that road users have and • 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.
S 103.7	The <i>Client's</i> imperatives set out what it does and the <i>Contractor</i> aligns with these imperatives and supports the <i>Client</i> in achieving the <i>Client's</i> outcomes.
The <i>Client's</i> values and expectations	
S 103.8	<p>The <i>Client's</i> values are</p> <ul style="list-style-type: none"> • 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”, • integrity – “we are custodians of the strategic road network, acting with integrity and pride in the long-term national interest”,

	<ul style="list-style-type: none"> • 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”, • teamwork – “we have an open and honest dialogue with each other, as well as our customers, stakeholders and delivery partners” and • 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.”
S 103.9	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.
S 103.10	The <i>Contractor</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.
The <i>Client’s</i> outcomes	
S 103.11	The <i>Client’s</i> “Delivery Plan” sets out the <i>Client’s</i> main activities to improve the capacity and performance of the strategic road network and how the <i>Client</i> performs said activities (see link in Annex 02).
S103.12	<p>The <i>Contractor</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"> • supporting economic growth, • a safe and serviceable strategic road network, • a freer flowing strategic road network, • an improved environment and • a more accessible and integrated strategic road network.
S103.13	<p>This is achieved through</p> <ul style="list-style-type: none"> • planning for the future, • growing capability, • building relationships, • efficient and effective delivery and • improving customer interface.
Contract core principals and key objectives	
S 103.14	Not Used.
S 104 Identified and Defined Terms	
S 104.1	In this Scope, terms identified in the Contract Data are in italics. Defined terms have capital letters which are either identified in the conditions of contract or in Scope Annex 01 .

S 105 Reference Documents	
S 105.1	References to documents within this Scope can be found in Annex 02 .
S 106 Core Removal Service periods	
S 106.1	The <i>Contractor</i> provides three periods of Core Removal Service (Core Removal Service A, Core Removal Service B and Core Removal Service C). The starting date of each Core Removal Service is given in Scope sections S 110.3 and S 111.3. Further Core Removal Service periods of varying duration may be instructed by the <i>Client</i> .
S 106.2	For each Core Removal Service, the <i>Contractor</i> provides a rapid response team for the removal of protesters. The rapid response team consists of one Team Leader and five Specialist Removal Officers. Staff for the Core Removal Service meet the requirements of Scope section S 201.
S 106.3	Each of Core Removal Service A, Core Removal Service B and Core Removal Service C has a duration of 12 weeks and within this time the rapid response team, as outlined in Scope section S 106.2, attends at any time the property affected by the <i>service</i> within one hour of being notified by the <i>Client</i> .
S 106.4	At the location of the protesters within the property affected by the <i>service</i> , the <i>Contractor</i> removes protesters from the property affected by the <i>service</i> and co-ordinates with the works contractor to prevent further access to the location by protesters. The <i>Contractor</i> notifies the <i>Client</i> within one hour of all protesters being removed from the location.
S 106.5	<p>If the <i>Contractor</i> assesses that to remove protesters from the property affected by the <i>service</i></p> <ul style="list-style-type: none"> • a court order is required, or • equipment is required, outside of the equipment carried by Specialist Removal Officers for the Core Removal Service periods (as specified in the service management plan in Scope section S 109.4)), <p>the <i>Contractor</i> notifies the <i>Client</i> on the action required to resolve the protester action and co-ordinates with the works contractor to prevent further access to the location by protesters.</p>
S 106.6	The <i>Contractor</i> follows the process for removal events given in Scope section S 107 as required.
S 106.7	After each removal event undertaken under Scope section S 106, the <i>Contractor</i> provides a report to the <i>Client</i> as per Scope section S 317.3.

S 107 Task Order removal events	
S 107.1	If the <i>Client</i> determines that a removal event is required, the <i>Client</i> issues a proposed Task Order to the <i>Contractor</i> in accordance with core clause 14.7 of the NEC4 Term Service Short Contract (TSSC).
S 107.2	<p>If the <i>Client</i> considers a removal event to require a court order or equipment (as outlined in Scope section S 106.5), the <i>Client</i> notifies the <i>Contractor</i> to populate the template Task Order for acceptance.</p> <p>A reason for not accepting a Task Order is</p> <ul style="list-style-type: none"> • the details provided are not relevant to the removal event, • it does not align with the legal documentation required for the removal event, • it does not include a specific method statement for the removal event, • it does not include a specific risk assessment for the removal event, • it does not comply with the <i>Contractor's</i> service management plan, • it does not allow the <i>Contractor</i> to Provide the Service in accordance with the contract or other contractors to provide the Project works in accordance with the contracts outlined in Scope sections S 100.1.4 and S 100.1.5 or • a removal event is no longer required.
S 107.3	Following acceptance by the <i>Client</i> , the <i>Contractor</i> removes protesters from the location in accordance with the accepted Task Order. For removal events more than one day in duration, the <i>Contractor</i> provides a daily progress report to the <i>Client</i> no later than 1700hrs on each day of the removal event.
S 107.4	After each removal event undertaken under Scope section S 107, the <i>Contractor</i> provides a report to the <i>Client</i> as per Scope section S 317.3.
S 107.5	If a removal event requires a court order to be granted, court proceedings are initiated by the respective landowner (typically this is the <i>Client</i> but could also be English Heritage Trust or National Trust). At the sole request of the <i>Client</i> , the <i>Contractor</i> provides High Court Enforcement Officer(s) to enforce court orders associated with a removal event.
S 108 Management of the service	
S 108.1	The <i>Contractor</i> provides the management of the <i>service</i> from the <i>starting date</i> until the end of the <i>service period</i> .
S 108.2	The <i>Contractor</i> is available to be contacted by the <i>Client</i> 24 hours a day, 7 days a week from the end of Phase 1 until the end of the <i>service period</i> and ensures that the timescales for attendance to the property affected by the <i>service</i> (as given in Scope sections S 106.3, S 110.4 and S 111.4) are met.
S 108.3	The <i>Contractor</i> provides a security operations manager who has overall

	<p>responsibility for the management of the <i>service</i>.</p> <p>The security operations manager has overall responsibility for</p> <ul style="list-style-type: none"> the day-to-day management of the <i>service</i>, ensuring that the <i>service</i> is provided in accordance with the accepted service management plan (as given in Scope section S 109), ensuring that that the service management plan is kept up to date, ensuring the security of personnel on the Project is maintained including <ul style="list-style-type: none"> ensuring that security checks on personnel meet the requirements of the <i>Client's</i> personnel security requirements set out in section S 306 of the Scope and Annex 04 (BPSS), undertaking assurance of the <i>service</i>, attendance at meetings and undertaking reporting <i>service</i> activities.
S 108.4	The <i>Contractor</i> attends meetings as required by Scope section S 317.2.
S 108.5	The <i>Contractor</i> provides security advice when requested by the <i>Client</i> .
S 109 Phase 1: Mobilisation Phase Activities	
S 109.1	The <i>Contractor</i> provides the Mobilisation Activities from the <i>starting date</i> until the end of Phase 1.
S 109.2	The <i>Contractor</i> develops a draft service management plan and submits the plan to the <i>Client</i> for comment within four weeks of the <i>starting date</i> .
S 109.3	<p>Following receipt of comments on the draft service management plan from the <i>Client</i>, the <i>Contractor</i> incorporates these into the service management plan and submits it to the <i>Client</i> for acceptance within eight weeks of the <i>starting date</i>.</p> <p>A reason for not accepting the plan is that it does not</p> <ul style="list-style-type: none"> comply with Scope section S 109 or allow the <i>Contractor</i> to Provide the Service in accordance with the contract or other contractors to provide the Project works or services in accordance with the contracts outlined in Scope sections S 100.1.4 and S 100.1.5.
S 109.4	<p>The service management plan includes the following</p> <ul style="list-style-type: none"> an organisation chart and contact details for Staff engaged on the contract,

	<ul style="list-style-type: none"> • contact details for use at any time (24 hours a day) by the <i>Client</i> for the <i>Contractor</i> to attend the property affected by the <i>service</i> in accordance with Scope sections S 106.4, S 110.4 and S 111.4, • the <i>Contractor's</i> approach to the Core Removal Service periods including <ul style="list-style-type: none"> ○ a list of small equipment carried by Specialist Removal Officers for protester removals, ○ how Staff on the rapid response team are engaged outside of removal events, • procedures for the safe removal of protesters from <ul style="list-style-type: none"> ○ ground level, ○ below ground, ○ at height and ○ plant and machinery, • the <i>Contractor's</i> approach to <ul style="list-style-type: none"> ○ how the timescales specified for attendance to the property affected by the <i>service</i> are met, ○ acting on intelligence information regarding protesters in relation to the Project, ○ ensuring the health, safety and wellbeing of Staff and others, ○ planning each removal event, ○ cooperating and coordinating with the <i>Client</i> and the <i>Client's</i> contractors, ○ ensuring and demonstrating that each removal event complies with the legal documentation relevant to each removal event, ○ training Staff and demonstrating to the <i>Client</i> that Staff training is relevant and kept up to date and ○ ensuring Staff maintain good relationships with the <i>Client</i>, its contractors and the local community • a template Task Order, to be used as required by Scope section S 107.2, which includes <ul style="list-style-type: none"> ○ information relevant to all removal events, ○ sections of the template Task Order to be updated as part of planning each removal event including <ul style="list-style-type: none"> ▪ a method statement and ▪ a risk register, • a <i>service</i> risk register, • processes for monthly reporting of the following areas to the <i>Client</i> <ul style="list-style-type: none"> ○ health, safety and wellbeing, ○ financial, ○ <i>Contractor's</i> plan (as given in Scope section S 400), ○ Staff Providing the Service, • processes for logging each removal event and • processes for ensuring protester information complies with Scope section S 344.
S 109.5	The <i>Contractor</i> reviews and updates the service management plan

	<ul style="list-style-type: none"> on each anniversary of the acceptance of the service management plan by the <i>Client</i> and on the commencement of Phase 3.
S 109.6	The <i>Contractor</i> submits revisions of the service management plan to the <i>Client</i> no later than two weeks after the events given in Scope section S 109.5. Reasons for not accepting the revised plan are given in Scope section S 109.3.
S 110 Phase 2: Preliminary Works Phase Activities	
S 110.1	The <i>Client</i> notifies the <i>Contractor</i> of the starting date of Phase 2 no less than four weeks before the starting date of Phase 2.
S 110.2	The <i>Contractor</i> Provides the Service in accordance with the accepted service management plan.
S 110.3	The <i>Contractor</i> provides Core Removal Service A from the starting date of Phase 2.
S 110.4	Outside of Core Removal Service A, if the <i>Client</i> determines that the <i>service</i> is required, the <i>Client</i> may issue a Task Order for the <i>Contractor</i> to attend the property affected by the <i>service</i> . The <i>Contractor</i> attends the property affected by the <i>service</i> within 12 hours or another timescale as agreed with the <i>Client</i> .
S 110.5	Upon attendance the <i>Contractor</i> assesses the protester action and notifies the <i>Client</i> on the action required to resolve the protester action.
S 110.6	The <i>Contractor</i> follows the process for removal events given in Scope section S 107 as required.
S 111 Phase 3: Main Works Phase Activities	
S 111.1	The <i>Client</i> notifies the <i>Contractor</i> of the starting date of Phase 3 no less than 12 weeks before the starting date of Phase 3.
S 111.2	The <i>Contractor</i> Provides the Service in accordance with the accepted service management plan.
S 111.3	<p>The <i>Contractor</i> provides</p> <ul style="list-style-type: none"> Core Removal Service B from the starting date of Phase 3 and Core Removal Service C as instructed by the <i>Client</i> to coincide with arrival to the property affected by the <i>service</i> of the Project tunnel boring machine. <p>The <i>Client</i> notifies the start of Core Removal Service C no less than 12 weeks prior to the start of Core Removal Service C.</p>

S 111.4	Outside of Core Removal Service B and Core Removal Service C, if the <i>Client</i> determines that the <i>service</i> is required, the <i>Client</i> may issue a Task Order for the <i>Contractor</i> to attend the property affected by the <i>service</i> . The <i>Contractor</i> attends the property affected by the <i>service</i> within 12 hours or another timescale as agreed with the <i>Client</i> .
S 111.5	Upon attendance the <i>Contractor</i> assesses the protester action and notifies the <i>Client</i> of the action required to resolve the protester action.
S 111.6	The <i>Contractor</i> follows the process for removal events given in Scope section S 107 as required.
S 200 Specifications	
S 201 Staff	
S 201.1	<p>The <i>Contractor</i> ensures that</p> <ul style="list-style-type: none"> • for parts of the <i>service</i> where it is a legal requirement to comply, Staff are licensed by the Security Industry Authority (SIA) (see link in Annex 02), • where applicable to the <i>service</i>, Staff are Authorised High Court Enforcement Officers (as defined by the High Court Enforcement Officers Association) (see link in Annex 02) or equivalent as agreed with the <i>Client</i>, • where applicable to the <i>service</i>, Staff comply with “BS 7858 screening of individuals working in a secure environment” (see link in Annex 02).
S 201.2	The <i>Contractor</i> appoints named officers under the Courts Act 2003, and the High Court Enforcement Officer Regulations 2004 to act upon and enforce Writs of Possession issued from the High Court of Justice (see links in Annex 02).
S 201.3	Where applicable, the <i>Contractor</i> ensures that Staff meet the requirements of Annex 20 .
S 201.4	<p>Staff for protester removals as given in Scope sections S 106.4 and S 107, have relevant skills and experience, as agreed with the <i>Client</i>, to undertake the removal of protesters</p> <ul style="list-style-type: none"> • where protesters are immobilised, • from at-height situations, • from below ground situations and • from confined space situations.
S 201.5	The <i>Contractor</i> procures that Staff shift durations do not exceed 12 hours and Staff have a minimum rest period of 11 consecutive hours between each shift.

S 202 Tests and inspections	
S 202.1	Not used.
S 203 Samples	
S 203.1	Not used.
S 204 Management of tests and inspections and provisions of samples	
S 204.1	Not used.
S 205 Covering up completed work	
S 205.1	Not used.
S 206 Training	
S 206.1	The <i>Contractor</i> provides annual removal event training suitable for the <i>Client</i> and key personnel from the <i>Client</i> 's contractors and stakeholders, as agreed with the <i>Client</i> .
S 207 Security	
S 207.1	Not used.
S 208 Deleterious and hazardous materials	
S 208.1	Not used.
S 209 Service and other things to be provided by the <i>Contractor</i> for the use by the <i>Client</i> or others	
S 209.1	The <i>Contractor</i> provides any recorded images and audio associated with any removal event undertaken for the <i>service</i> , for example photographs or videos, when requested by the <i>Client</i> .
S 210 Requirements of others	
S 210.1	Not used.
S 211 Designated funds	
S 211.1	Not used.

S 300 Constraints on how the *Contractor* Provides the Service

S 301 General constraints

S 301.1 Access to the property affected by the *service*

S 301.1.1	The <i>Contractor</i> liaises with the <i>Client's</i> works contractors to arrange site inductions. Site induction is required for all Staff prior to accessing the property affected by the <i>service</i> .
S 301.1.2	Site inductions are also required prior to accessing property owned/operated by English Heritage Trust or National Trust as defined in Scope section S 602. The <i>Contractor</i> liaises with the <i>Client</i> to organise such inductions.

S 302 Temporary Traffic Management

S 302.1	The <i>Contractor</i> complies with any traffic management measures as required by the <i>Client's</i> works contractors.
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S 303 Risk Management

S 303.1	The <i>Client's</i> "Risk Management Policy and Strategy" (see link in Annex 02) is crucial to the successful delivery of the <i>Client's</i> objectives. A risk management framework has been implemented to enable the effective and efficient management of risk.
S 303.2	Within the risk management framework, the <i>Client's</i> "Risk and Issue Management Principles" outlines the approach for the management of risks and issues including system process and supply chain principles.
S 303.3	The <i>Client's</i> "Risk and Issues Management Manual" provides an overview of the <i>Client's</i> approach to risk and issue management, including the definition of risk, risk governance, roles and responsibilities and the high-level risk.
S 303.4	The <i>Client's</i> risk management process is separate to the early warning process. Although matters identified through that process may be entered into the risk management process as risks and cross-referenced to track and inform mitigation and management of the risk.
S 303.5	The <i>Client</i> has adopted the following definition for risk: "an uncertain event, or set of events, which would affect the delivery of objectives. This could be a threat to planned outcomes, or an opportunity which, if exploited, could deliver improvements beyond planned outcomes. An issue is defined as a risk which has either materialised already, or is certain to do so in the future."

S 303.6	For the <i>Client</i> , risk management is a continuous process of identifying, assessing and treating risks in order to reduce threats, maximise opportunities and increase the likelihood of delivering strategic, operational, directorate, programme and project objectives.
S 303.7	The <i>Client's</i> risk management approach aims to ensure that <ul style="list-style-type: none"> • risks are systematically identified, understood, prioritised and managed by the correct parties and individuals in a consistent and efficient manner, • assurance is provided to the <i>Contractor</i>, <i>Client</i> and other stakeholders that risks are understood and managed, and • all parties are fully aligned with and demonstrably meet the requirements of the <i>Client's</i> risk management framework.
S 303.8	The <i>Contractor</i> complies with the risk management requirements described in this section S 303 and as contained in the <ul style="list-style-type: none"> • “Risk Management Policy and Strategy” (see link in Annex 02), • the standards in section S 347 of the Scope, • “Major Projects Risk and issue management principles” document (see link in Annex 02), • “Major Projects Risk and issue management manual” (see link in Annex 02) and • “Major Projects Risk Management System User Guide” (see link in Annex 02).
S 303.9	The <i>Contractor</i> uses the <i>Client's</i> risk management system. Outputs developed through this process may be used in other risk assessments.
S 303.10	The <i>Client</i> carries out a risk assessment against the Scope to be delivered. A copy of the “List of risks” is included in Annex 02 .
S 303.11	The <i>Contractor</i> ensures that risks which could impact on the project objectives are systematically identified, understood, prioritised and managed whilst being continually reviewed and communicated in a collaborative manner with the <i>Client</i>
S 303.12	The <i>Contractor</i> works collaboratively with the <i>Client</i> in maintaining and updating the risk management system in relation to project risks.
S 304 Confidentiality	
S 304.1	The <i>Contractor</i> keeps (and ensures that anyone employed by it or acting on its behalf) confidential and does not disclose to any person <ul style="list-style-type: none"> • the terms of the contract

	<ul style="list-style-type: none"> any confidential or proprietary information (including Personal Data) provided to or acquired by the <i>Contractor</i> in the course of Providing the Service. <p>except that the <i>Contractor</i> may disclose information</p> <ul style="list-style-type: none"> to its legal or other professional advisers, to its employees and subcontractors (at any stage of remoteness from the <i>Client</i>) as needed to enable the <i>Contractor</i> to Provide the Service provided that prior to making any such disclosure the <i>Contractor</i> procures that the intended recipient enters into an appropriate confidentiality undertaking on terms at least as stringent than those applying under this section S 304.1 of the Scope, 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>Contractor</i> consults the <i>Client</i> and takes full account of the <i>Client's</i> views about whether (and if so to what extent) the information should be disclosed, which it receives from a third party who lawfully acquired it and who is under no obligation restricting its disclosure, which is in the public domain at the time of disclosure other than due to the fault of the <i>Contractor</i> or with the consent of the <i>Client</i>.
S 304.2	The <i>Contractor</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 Providing the Service.
S 305 Security and protection of the property affected by the service	
S 305.1	Not used.
S 306 Security and identification of people	
S 306.1	Mandatory obligations
S 306.1.1	The <i>Client</i> is required to adopt the personnel security requirements and management arrangements set down in "Security Policy 3: Personnel Security" of "His Majesty's Government (HMG) Security Policy Framework version 1.1 – May 2018" (see links in Annex 02) issued by the Cabinet Office as amended from time to time (referred to here as the "Security Policy Framework").
S 306.1.2	The <i>Contractor</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.
S 306.1.3	The <i>Contractor</i> ensures that the appropriate level of personnel security is obtained and maintained for all Staff in accordance with the Security Policy Framework.
S 306.1.4	The <i>Client</i> notifies the <i>Contractor</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>Contractor</i> as a result of the amendments.
S 306.1.5	In addition to the requirements set out in the Security Policy Framework, the Cabinet Office “Efficiency and Reform Group” recommendations have 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.
S 306.2	Security checks – Minimum requirements
S 306.2.1	<p>“HMG Baseline Personnel Security Standard v 6.0 – May 2018” (“the BPSS”) (see link in Annex 02) forms the minimum security check requirements for all Staff whose duties include</p> <ul style="list-style-type: none"> • working in any of the <i>Client</i>’s premises, for example, the property affected by the <i>service</i>, Task Order Area, offices, depots, Regional Operations Centres (ROC), the National Traffic Operations Centre (NTOC) and any outstations owned and operated by the <i>Client</i>, • usage of the <i>Client</i>’s Information Systems and • working unsupervised in any other capacity.
S 306.2.2	The <i>Client</i> may notify the <i>Contractor</i> of a modification to the categories of Staff requiring BPSS security checks at any time.
S 306.2.3	Unless advised otherwise, it is the <i>Client</i> ’s hiring manager who completes a BPSS check. The <i>Client</i> ’s hiring manager for the contract is the <i>Client</i> . All Staff, working on the <i>Client</i> ’s 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 Annex 04 have been produced to assist the <i>Client</i> ’s hiring manager undertaking checks and to ensure all checks meet the standards set out in the Security Policy Framework.
S 306.2.4	Procedural and other details for ensuring compliance with the BPSS are set out in “Part One – BPSS Compliance” below.
S 306.3	Security checks – Additional vetting requirement
S 306.3.1	Where Staff require unrestricted access to the <i>Client</i> areas identified in “Part

	Two - National Security Vetting (NSV)" below, the <i>Client</i> notifies the <i>Contractor</i> of the appropriate level of National Security Vetting (NSV) to be carried out.
S 306.3.2	The <i>Client</i> notifies the Security team via email (see details in Annex 02) that the applicant requires NSV to be carried out.
S 306.3.3	Procedural and other details for ensuring compliance with NSV are set out in "Part Two - National Security Vetting (NSV)" below.
Part One – BPSS compliance	
S 306.4	Procedures
S 306.4.1	The <i>Contractor</i> undertakes security checks to ensure the confidentiality, integrity and availability of the <i>Client's</i> asset (documents and information).
S 306.4.2	<p>The recruitment controls of the BPSS are required to have been carried out for all Staff to whom paragraph S 306.3.1 applies prior to their employment on the contract. The recruitment control process is completed satisfactorily before an individual</p> <ul style="list-style-type: none"> • is issued with a security pass giving unrestricted access to the <i>Client's</i> premises, • potentially has access to the <i>Client's</i> sensitive, possibly protectively-marked, information and • is given access to the <i>Client's</i> IT network.
S 306.4.3	The <i>Contractor</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.
S 306.4.4	The <i>Contractor</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 Personnel of the <i>Contractor</i> certifying the same.
S 306.4.5	The <i>Contractor</i> reconciles any unacceptable gaps identified between the BPSS and existing security checks in accordance with the requirements of the BPSS.
S 306.4.6	Any new Staff to whom paragraph S 306.3.1 applies are assessed strictly in accordance with the requirements of the BPSS.
S 306.4.7	The <i>Contractor</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.

S 306.4.8	<p>If</p> <ul style="list-style-type: none"> the <i>Client</i> discovers any non-compliance with the requirements of the BPSS from the audit process, the <i>Contractor</i> fails to keep full records of security checks carried out on Staff or the <i>Contractor</i> fails to make such records available upon request <p>the <i>Client</i> may</p> <ul style="list-style-type: none"> invoke individual withdrawal of permits or passes to Staff or invoke systematic withdrawal of permit or passes to Staff, require that an independent audit of the <i>Contractor's</i> BPSS security checks procedure is undertaken at the expense of the <i>Contractor</i> and instruct the <i>Contractor</i> to take appropriate action to immediately address any non-compliance with the BPSS notified to it by the <i>Client</i>.
S 306.4.9	<p>The <i>Contractor</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.</p>
S 306.5	Security check process for BPSS
S 306.5.1	<p>The security check process of the BPSS follows the guidance provided in “HMG Baseline Personnel Security Standard May 2018” (see link in Annex 02).</p>
S 306.5.2	<p>The BPSS comprises verification of four main elements</p> <ul style="list-style-type: none"> identity, nationality and immigration status (including an entitlement to undertake the work in question), employment history (past 3 years) and criminal record (unspent convictions only). <p>Additionally, prospective Staff are required to give a reasonable account of any significant periods (6 months or more in the past 3 years) of time spent abroad.</p>
S 306.5.3	<p>The specific requirements for verification of each of the four main elements above are set out in “Part II - The Verification Process of the HMG Baseline Personnel Security Standard (BPSS)” (see link in Annex 02). An outline description of the core requirements is included below but does not relieve the <i>Contractor</i> from its obligation to comply with all the requirements of the “HMG Baseline Personnel Security Standard May 2018” (see link in Annex 02).</p>

S 306.5.4	Information collected at each stage of the process is reviewed, assessed and recorded by the <i>Client</i> in line with the BPSS form set out in Annex 04 .
S 306.6	Verification of identity – Outline requirements
S 306.6.1	Identity may be verified by physically checking a range of appropriate documentation (for example, passport or national identification (ID) card together with a utility bill or bank statement) or by means of a commercially available identification verification service.
S 306.6.2	Only original documents are to be used for identification purposes, copies are not acceptable. Electronic signatures should be verified by cross checking to a specimen signature provided by the individual.
S 306.6.3	There is no definitive list of identifying documents. The <i>Contractor</i> notes that not all documents listed in the BPSS are of equal value. The objective is to verify a document that is issued by a trustworthy and reliable source, is difficult to forge, has been dated and is current, contains the owner's name, photograph and signature and itself requires some evidence of identity before being issued (for example, a passport or national ID card).
S 306.6.4	National Insurance Numbers (NINOs) can be obtained fraudulently and cannot be relied on as a sole means of establishing identity or right to work. Temporary numbers beginning with TN or ending in a letter from E to Z inclusive are not acceptable.
S 306.6.5	Where verification of identity is not straightforward, but a decision is nevertheless taken to employ an individual, the <i>Contractor</i> notifies the <i>Security Manager</i> and records the matter on the early warning register.
S 306.7	Nationality and immigration status (including an entitlement to undertake the work in question) – Outline requirements
S 306.7.1	Nationality and immigration status may be verified by physically checking appropriate documentation or, in exceptional circumstances only, by means of an independent check of United Kingdom (UK) Visas and immigration records.
S 306.7.2	The <i>Contractor</i> takes the necessary steps to ensure that an individual has the right to remain in the UK and undertake the work in question, including a review of the individual's settlement status as required under the "EU Settlement Scheme" (see link in Annex 02) where applicable.
S 306.7.3	Checks need to be applied consistently and the <i>Contractor</i> needs to be aware of its obligations under the "Equality Act 2010" (see link in Annex 02).
S 306.8	Employment history (past 3 years) – Outline requirements

S 306.8.1	<p>The <i>Contractor</i> verifies the individual's recent (minimum of 3 years) employment or education history, as applicable, by</p> <ul style="list-style-type: none"> • following up references with previous employers, • verifying His Majesty's Revenue and Customs (HMRC) tax returns or accountant certified company accounts for self-employment periods, • verifying academic certificates, • means of a commercially available CV checking service or • in exceptional circumstances or where there are unresolved gaps, by means of an independent check of HMRC records.
S 306.8.2	<p>To ensure that individuals are not concealing associations or unexplained gaps, the <i>Contractor</i> carries out an investigation to address any doubts over the information provided before proceeding further with the BPSS requirements.</p>
S 306.9	<p>Criminal record (unspent convictions only) – Outline requirements</p>
S 306.9.1	<p>The <i>Contractor</i> notes that the requirement to verify “unspent” convictions does not apply when the BPSS is being carried out as part of the groundwork for NSV, where a full check of criminal records (“spent” and “unspent”) are made as part of that process.</p>
S 306.9.2	<p>Under the terms of the “Rehabilitation of Offender Act 1974” (see link in Annex 02), 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.</p>
S 306.9.3	<p>The <i>Contractor</i> may choose to use the basic disclosure certificate check option available from the “Disclosure and Barring Service” (see link in Annex 02) to meet this verification requirement.</p>
S 306.9.4	<p>Where “unspent” convictions have been disclosed, the <i>Contractor</i> carries out a risk assessment, which may include the need for legal advice, before proceeding further.</p>
S 306.10	<p>Approval for employment</p>
S 306.10.1	<p>General guidance and requirements post BPSS verification are contained in “Part IV – Post Verification Process of the HMG BPSS” (see link in Annex 02). An outline description of the core requirements is included below but does not relieve the <i>Contractor</i> from its obligation to comply with all the requirements of the BPSS.</p>
S 306.10.2	<p>Subject to paragraph S 306.10.3 and unless advised to the contrary by the</p>

	<i>Client</i> , all Staff for whom a completed BPSS has been submitted may be treated by the <i>Contractor</i> as suitable to undertake the duties referred to in paragraph S 306.2.1.
S 306.10.3	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's</i> premises any individual for whom a BPSS is not supplied, is incomplete or is otherwise unsatisfactory.
S 306.10.4	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>Contractor</i> if the individual has been approved as suitable to undertake all or any of the duties referred to in paragraph S 306.2.1.
S 306.11	Incomplete or unsatisfactory BPSS verification records
S 306.11.1	Where a BPSS is incomplete or is otherwise unsatisfactory, the <i>Client</i> advises the <i>Contractor</i> of the deficiencies and the actions needed to correct them.
S 306.11.2	The <i>Client</i> contacts the <i>Client's</i> 'Security team' (see details in Annex 02) to address any actions needed as a result of an incomplete or otherwise unsatisfactory BPSS check.
S 306.12	Renewal of the BPSS
S 306.12.1	Under most circumstances, renewal of the BPSS is not required.
S 306.12.2	The <i>Contractor</i> rechecks the immigration status of migrant Staff before their current right to remain in the United Kingdom visa expires or within 12 months of the previous check, whichever is the sooner. These checks are repeated until the employee can demonstrate an indefinite right to remain in the United Kingdom or until the employment comes to an end.
S 306.12.3	The <i>Client</i> instructs the <i>Contractor</i> to carry out additional security checks on any Staff required to operate in or on List X (see definition in Annex 01 and link in Annex 02) premises owned, operated or accessible by the <i>Client</i> .
S 306.12.4	If an individual, who has previously been the subject of a BPSS check, leaves the employment of the <i>Contractor</i> and is subsequently re-employed by the <i>Contractor</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.
S 306.13	Ongoing personnel security management ("aftercare")
S 306.13.1	The <i>Contractor</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.
S 306.13.2	Where the <i>Contractor</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>Contractor</i> to review the performance of the individual concerned. The <i>Contractor</i> takes appropriate action in consequence of the review, which may include <ul style="list-style-type: none"> • agreeing a performance improvement plan, • a temporary suspension of permits and passes or • removal of the individual in accordance with the core clause 21.3 of the NEC4 Term Service Short Contract (TSSC).
S 306.14	Retention of documentation
S 306.14.1	The documentation associated with the BPSS check is retained by the <i>Contractor</i> until the expiry of the contract period and for a period of twelve months after the individual has ceased to be employed on the contract.
S 306.14.2	The <i>Contractor</i> destroys all electronic and paper copies of documentation which it is no longer required to retain.
Part Two – National Security Vetting (NSV)	
S 306.15	Procedures
S 306.15.1	In all cases, verification of identity and the individual's entitlement to undertake the work in question is to be carried out before embarking on NSV.
S 306.15.2	Other than in exceptional circumstances, the NSV is not to be undertaken before the individual's BPSS check has been completed satisfactorily. The <i>Contractor</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.
S 306.15.3	The <i>Client</i> determines if any Staff need to undertake the NSV in addition to the BPSS check.
S 306.15.4	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</i> 's expense.
S 306.15.5	Where the <i>Client</i> determines that the NSV is required, the approval process set out in section S 306.10 does not apply, unless the <i>Client</i> instructs otherwise. Access permits and passes are only issued on satisfactory completion of the NSV.
Part Three – Cabinet Office Efficiency and Reform Group requirements	

S 306.16	Admittance to the <i>Client's</i> premises
S 306.16.1	The <i>Contractor</i> submits to the <i>Client</i> details of people who are to be employed by it and its subcontractors with the <i>service</i> . 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> .
S 306.16.2	The <i>Client</i> may instruct the <i>Contractor</i> to take measures to prevent unauthorised persons being admitted on to the <i>Client's</i> premises, as relevant to its Provision of the Service. The instruction is a compensation event if the measures are additional to those required by the Scope.
S 306.17	Passes
S 306.17.1	All Staff are required to carry a <i>Client's</i> pass whilst working in any of the <i>Client's</i> premises.
S 306.17.2	The <i>Contractor</i> submits to the <i>Client</i> a list of the names of individuals for whom passes are required. The <i>Client</i> issues the passes to the <i>Contractor</i> . Each pass is returned to the <i>Client</i> by the <i>Contractor</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.
S 306.18	Recorded images
S 306.18.1	The <i>Contractor</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 approval of the <i>Client</i> .
S 306.18.2	The <i>Contractor</i> takes the measures needed to prevent Staff taking, publishing or otherwise circulating such recorded images.
S 307 Protection of property affected by the service	
S 307.1	The property affected by the <i>service</i> is of international historical and archaeological significance. The <i>Contractor</i> takes this into account when Providing the Service.
S 308 Protection of work on property affected by the service	
S 308.1	Not used.
S 309 Condition survey	
S 309.1	Not used.

S 310 Consideration of others	
S 310.1	Not used.
Customer Service	
S 310.3	<p>The customer is any person or organisation that uses or is affected by the <i>service</i> or by the <i>Contractor</i> Providing the Service including</p> <ul style="list-style-type: none"> • road users, • communities and community groups, • tenant persons and organisations that lease from the <i>Client</i>, • tenanted persons and organisations that lease property (shown in Annex 18) from English Heritage Trust and National Trust and • visitors to the World Heritage Site.
S 310.4	<p>The <i>Client's</i> overarching “Customer Service Strategy” (see link in Annex 02) sets out the approach to improving works and services provided to its customers. The <i>Contractor</i> and subcontractors (at any stage of remoteness from the <i>Client</i>) adhere to the “Customer Service Strategy” and all current and future customer service standards published by the <i>Client</i> when Providing the Service.</p>
Customer Maturity Assessment and Customer Centric Action Plan	
S 310.5	Not used.
Customer Relationship Management	
S 310.8	<p>The <i>Client</i> operates a Customer Relationship Management (CRM) system for managing all stakeholder and customer correspondence. The <i>Contractor</i> uses the <i>Client's</i> CRM system (see section S 345 of the Scope) in managing all stakeholder and customer correspondence.</p>
S 310.9	<p>The <i>Contractor</i> liaises with the <i>Client</i> to ensure that appropriate staff receive CRM training.</p>
S 311 Industrial relations	
S 311.1	Not used.
S 312 Control of works	
S 312.1	Not used.

S 313 Cleanliness	
S 313.1	Where the <i>Contractor</i> is delivering the <i>service</i> , the <i>Contractor</i> keeps all areas of the property affected by the <i>service</i> , clean and tidy at all times.
S 313.2	Following the removal of the last protester from the Task Order Area, the <i>Contractor</i> removes Plant and Equipment required for the Task Order from the Task Order Area.
S 314 Waste materials	
S 314.1	Not used.
S 315 Project team – others	
S 315.1	Not used.
S 316 Communications	
S 316.1	Communication
S 316.1.1	The <i>Contractor</i> does not release any information into the public domain in relation to the <i>service</i> without prior approval from the <i>Client</i> .
S 316.1.2	<p>The <i>Contractor</i> does not, unless agreed otherwise with the <i>Client</i></p> <ul style="list-style-type: none"> • make any comment to the press regarding the <i>service</i>, give interviews, allow interviews to be given, or take part in any television, radio or web-based programmes relating to the <i>service</i>, • allow any subcontractors (at any stage of remoteness from the <i>Client</i>) to make any comment to the press regarding the <i>service</i>, give interviews, allow interviews to be given, or take part in programmes relating to the <i>service</i>, • issue press, news releases or other text, artists' impressions, filmed images, drawings, plans, CAD data, photographs or similar relating to the <i>service</i>, • publish any public communications, including internet and digital communications, relating to the <i>service</i>, • use site hoardings or notices, or allow them to be used, for the purposes of advertising or • use images or text relating to the <i>service</i> for advertising or publicity purposes.
S 316.1.3	The <i>Contractor</i> immediately notifies the <i>Client</i> of any media, social media or customer enquiries that it receives in relation to the <i>service</i> and does not respond directly without prior approval from the <i>Client</i> .

S 316.1.4	<p>The <i>Contractor</i> complies with the <i>Client's</i></p> <ul style="list-style-type: none"> • “Communication Strategy”, • “Social Media Policy” and • visual identity specifications, namely <ul style="list-style-type: none"> ○ “Our visual identity” and ○ “Normal not formal - a guide to our corporate narrative, tone of voice and writing style” (see links in Annex 02) <p>when Providing the Service.</p>
S 316.1.5	Any communication materials developed by the <i>Contractor</i> are approved by the <i>Client</i> prior to its distribution and publication.
S 316.2	Communication systems
S 316.2.1	General communication between the <i>Contractor</i> and the <i>Client</i> can be made via email, telephone and MS Teams, details of which are to be advised to the <i>Contractor</i> by the <i>Client</i> on the <i>starting date</i> . Contract communications are communicated via CEMAR.
S 317 Management procedures	
S 317.1	The <i>Contractor</i> includes a section on customer service in its monthly report to the <i>Client</i> .
S 317.2	Meetings
S 317.2.1	<p>Following the <i>starting date</i>, the <i>Contractor</i> convenes and attends monthly review meetings with the <i>Client</i>. The following attendees from the <i>Contractor</i> at these meetings are required unless otherwise agreed by the <i>Client</i></p> <ul style="list-style-type: none"> • <i>Contractor's</i> security operations manager and • support staff deemed necessary for the meeting or as requested by the <i>Client</i>.
S 317.2.2	The monthly meetings are held at a location to be agreed between the <i>Contractor</i> and the <i>Client</i> .
S 317.2.3	The <i>Contractor</i> prepares the agenda for all meetings, establishes and documents the terms of reference for each meeting including workshops, and forwards the agenda to the <i>Client</i> at least four (4) working days prior to the meeting.
S 317.2.4	The <i>Contractor</i> ensures that <i>Client's</i> imperatives are an agenda item at monthly review meetings (see Scope section S 103.6).

S 317.2.5	<p>The <i>Contractor</i> prepares and submits to the <i>Client</i>, at least two (2) working days in advance of the meeting, a monthly progress report to include the following information</p> <ul style="list-style-type: none"> • progress report for period covered by the meeting, • information related to project performance indicators, • matters regarding the <i>Contractor's</i> plan, • confirmation of scheme costs estimates and budget forecast, • payment schedule including – agreement of compensation events, • insurance related issues, • subcontractors, • quality matters, • safety matters, • customer matters, • early warnings and • communications.
S 317.2.6	<p>The <i>Contractor</i> prepares and issues minutes of the meeting to the <i>Client</i> for acceptance within five (5) working days of the date of the meeting. The minutes include an abbreviated action list with assigned responsibilities and timescales for action.</p>
S 317.2.7	<p>The <i>Contractor</i> attends four meetings with the <i>Client</i> during Phase 1 for the development and finalisation of the service management plan.</p>
S 317.2.8	<p>The <i>Contractor</i> attends monthly meetings during Phase 2 to support the preliminary works contractor security management plan.</p>
S 317.2.9	<p>The <i>Contractor</i> attends monthly meetings during Phase 3 to support the main works contractor security management plan.</p>
S 317.2.10	<p>Following each removal event, the <i>Contractor</i> debriefs the <i>Client</i> on the removal event as requested by the <i>Client</i>.</p>
S 317.3	Removal event reporting
S 317.3.1	<p>Within two weeks of completion of each removal event undertaken under Scope sections S 106 and S 107, the <i>Contractor</i> provides to the <i>Client</i> for acceptance, a removal event report containing the following</p> <ul style="list-style-type: none"> • the date and time of arrival at the removal event location, • the date and time of departure from the removal event location, • details of the lead person for the removal event, • names and specialist skills of Staff deployed to the removal event location, • number of protesters at the removal event location and how each protester is preventing removal, • any damage to property that has occurred

	<ul style="list-style-type: none"> ○ prior to the removal event as a result of protester occupation and ○ during the removal event, • actions taken to remove protesters from the removal event location, • any injuries to Staff or protesters or others that occurred during the removal event, • details of coordination with the <i>Client's</i> contractors to prevent reoccupation by protesters and • any other details relevant to the removal event as agreed with the <i>Client</i>.
S 317.3.2	<p>A reason for not accepting a removal event report is that</p> <ul style="list-style-type: none"> • it does not align with the requirements in Scope section S 317.3.1, • the content does not accurately reflect the removal event in question, • it contains information that is incorrect or • it contains information that is not relevant to the removal event in question.
S 317.3.3	<p>Following the acceptance of a removal event report by the <i>Client</i>, the <i>Contractor</i> shares the report with others as requested by the <i>Client</i>.</p>
S 318 Training	
S 318.1	<p>The <i>Client</i> provides relevant training for all relevant systems listed in section S 345 (Information Systems).</p>
S 318.2	<p>The <i>Contractor</i> proposes a list of appropriate personnel to be trained for each requirement for acceptance by the <i>Client</i>. The <i>Contractor</i> liaises with the <i>Client</i> to programme the training to optimise efficiencies.</p> <p>A reason for not accepting the list of personnel is that it does not</p> <ul style="list-style-type: none"> • comply with the Scope, • enable the <i>Contractor</i> to Provide the Service, • enable the <i>Contractor</i> to comply with its contract with the <i>Client</i> or • comply with best industry practice. <p>The <i>Contractor</i> amends the list of personnel to be trained in response to any comments from the <i>Client</i> and resubmits it for acceptance by the <i>Client</i>. The <i>Contractor</i> complies with the list of personnel to be trained once it has been accepted.</p>
S 318.3	<p>The <i>Contractor</i> ensures that all Staff Providing the Service are trained in the specialist area of their role and their training is kept up to date.</p>

S 319 Contractor's application for payment	
S 319.1	The <i>Contractor</i> provides a work breakdown structure (WBS) breakdown of the invoice in the format required by the <i>Client</i> (see link in Annex 02).
S 319.2	The <i>Contractor</i> ensures the purchase order number is included on its invoice and submits such records as requested by the <i>Client</i> with each invoice in the format as required by the <i>Client</i> .
S 319.3	The <i>Contractor</i> notifies the <i>Client</i> of the name and address of the bank, the account name and number, the bank sort code and any other details required to make direct payments into that account.
S 319.4	The <i>Contractor</i> provides any supporting information with each application for payment in accordance with the UK government's 'Invoicing and taking payment from customers' guide (see link in Annex 02).
S 319.5	The <i>Contractor</i> provides any additional information to the <i>Client</i> that is requested for the purpose of checking the invoice for correctness.
S 320 Co-ordination	
S 320.1	Not used.
S 320.2	The <i>Contractor</i> programmes the <i>service</i> in a manner that minimises the impact on the customer, working in conjunction with the <i>Client's</i> Major Projects and Operations Directorates.
S 320.3	Not used.
S 320. 4	Not used.
S 320.5	Not used.
S 320.6	The <i>Contractor</i> does not enter into commitments when dealing with third parties, that might impose any obligations on the <i>Client</i> except with the consent of the <i>Client</i> .
S 320.7	Not used.
S 321 Co-operation	
S 321.1	The <i>Contractor</i> co-operates with other suppliers in obtaining and providing information needed.
S 321.2	The <i>Contractor</i> cooperates with the following organisations <ul style="list-style-type: none"> the <i>Client</i> to share information, identify and coordinate removal events and for the approval of documentation in accordance with the contract,

	<ul style="list-style-type: none"> the <i>Client's</i> works contractors (as identified in S 100.1.4 and 100.1.5) to share information and identify and coordinate removal events, the delivery assurance partner (as identified in S 100.1.5) to share information, the commercial partner (as identified in S 100.1.5) to share information and Wiltshire Police to share intelligence on protester removal and associated activity.
S 321.3	The <i>Contractor</i> shares information, communicates openly with the <i>Client</i> , continuously shares lessons learnt and achievements and enables embedded learning.
S 322 Sharing the property affected by the <i>service</i> with others	
S 322.1	Not used.
S 323 Sharing the property affected by the <i>service</i> with the <i>Client</i> and others	
S 323.1	<p>The <i>Contractor</i> cooperates with, and shares the property affected by the <i>service</i> with the</p> <ul style="list-style-type: none"> <i>Client</i> to coordinate removal events and <i>Client's</i> works contractors (as identified in Scope sections S 100.1.4 and S 100.1.5), English Heritage Trust and National Trust to coordinate removal events and arrange access to the property affected by the <i>service</i> for removal events.
S 324 Authorities and utilities providers	
S 324.1	<p>In support of Operation Angelus (the codename assigned by the Police for the security operation associated with the A303 Stonehenge scheme), the <i>Client</i> has signed an Information Sharing Agreement (ISA) for the purposes of effective coordination and sharing of information during the construction of the Project.</p> <p>Signatories to the ISA are as follows</p> <ul style="list-style-type: none"> the National Police Coordination Centre (NPoCC) – Strategic Intelligence & Briefing unit (SIB), Chief Constable of Wiltshire Police, the <i>Client</i>, Wiltshire Council, National Trust, English Heritage Trust, Defence Science and Technology Laboratory,

	<ul style="list-style-type: none"> Ministry of Defence Police and Public Health England.
S 324.2	The <i>Contractor</i> supports the <i>Client</i> to coordinate and share information in accordance with the ISA. The <i>Client</i> shares the requirements of the ISA with the <i>Contractor</i> following contract award.
S 325 Health Safety Wellbeing	
S 325.1	General Requirements
S 325.1.1	The <i>Contractor</i> complies with the <i>Client's</i> health, safety and wellbeing requirements as detailed in this section and in Annex 02 to the Scope.
S 325.1.2	The <i>Contractor</i> complies with and operates according to all relevant and prevailing health, safety and wellbeing legislation, considerations, guidance and industry best practice. The <i>Contractor</i> Provides the Service in a way that aligns to the <i>Client's</i> health, safety and wellbeing policies and initiatives.
S 325.2	Management of Health and Safety
S 325.2.1	<p>The <i>Contractor</i></p> <ul style="list-style-type: none"> operates a health and safety management system in line with the requirements set out in Scope section S 347 (Quality Management), documents the systems and fully and effectively implements the health and safety management system prior to the end of Phase 1: Mobilisation Phase and 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>Contractor</i> from starting any work until such evidence is provided.
S 325.2.2	The requirements for certification in general of the <i>Contractor's</i> management systems are set out in Scope section S 347 (Quality Management). The certification requirements for the <i>Contractor's</i> corporate health and safety system for the contract are as set out in S 347 (Quality Management).
S 325.2.3	<p>The <i>Contractor</i> operates and develops its health and safety management system to meet the <i>Client's</i> requirements. The <i>Contractor</i> provides consistency of approach and interoperability with other stakeholders where appropriate, ensuring activities are consistent between all stakeholders, allowing seamless provision of services between different sites within the property affected by the <i>service</i>.</p> <p>The other stakeholders are the</p> <ul style="list-style-type: none"> <i>Client's</i> works contractors, English Heritage Trust, including visitors to its property and

	<ul style="list-style-type: none"> National Trust including visitors to its property.
S 325.2.4	The <i>Contractor's</i> health and safety management system forms part of the <i>Contractor's</i> Quality Plan.
S 325.3	<i>Contractor's</i> occupational health management system
S 325.3.1	<p>The <i>Contractor</i></p> <ul style="list-style-type: none"> 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 Annex 02)
S 325.3.2	<p>If, in the opinion of the <i>Client</i>, the <i>Contractor</i> is Providing the Service in an unsatisfactory manner or commits a breach of</p> <ul style="list-style-type: none"> any prevailing legislation or the <i>Contractor's</i> health and safety management system or a subcontractor's health and safety management system or the <i>Client's</i> health and safety management system <p>the <i>Client</i> notifies the <i>Contractor</i> and raises the issue formally via the <i>Client's</i> health and safety management system assurance process.</p>
S 325.3.3	The notification provided by the <i>Client</i> to the <i>Contractor</i> sets out the breach or breaches identified with reasons and outlines the minimum steps required by the <i>Contractor</i> to rectify the breach, and a date for rectifying.
S 325.3.4	Where the <i>Contractor</i> has been given notification of a breach, the <i>Contractor</i> rectifies the breach or failure to Provide the Service, in a satisfactory manner, by the date specified by the <i>Client</i> . The <i>Contractor</i> corrects other breaches that are not notified by the <i>Client</i> .
S 325.4	Subcontractors' health and safety management systems
S 325.4.1	The <i>Contractor</i> ensures that any of its subcontractors (at any stage of remoteness from the <i>Client</i>) operate a formal health and safety management system which fulfils the requirements set out above.
S 325.5	Health safety and wellbeing culture and communication
S 325.5.1	<p>The <i>Contractor</i> ensures that it creates a culture and communications that align to the <i>Client's</i> "Home Safe and Well" approach.</p> <p>The <i>Contractor</i></p> <ul style="list-style-type: none"> 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, establishes, operates and delivers health and safety employee consultation arrangements to its employees in accordance with applicable prevailing health and safety legislation,

	<ul style="list-style-type: none"> operates a behavioural safety programme, measured against the supply chain health, safety and wellbeing maturity matrix and participates in <i>Client</i> / supply chain events, programmes and initiatives as appropriate and if requested by the <i>Client</i>.
S 325.6	Health and safety exchange of information
S 325.6.1	The <i>Client</i> provides information requested by the <i>Contractor</i> to enable the <i>service</i> to be performed in a safe and legally compliant manner.
S 325.6.2	The <i>Contractor</i> provides information in the frequency and format specified in the contract, or if a different frequency and format is required, as specified by the <i>Client</i> .
S 325.6.3	The <i>Contractor</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.
S 325.7	Health and safety resources
S 325.7.1	The <i>Contractor</i> retains sufficient competent health and safety resource as part of its management structure.
S 325.7.2	<p>The minimum requirements for the <i>Contractor's</i> health and safety resources are that their leads</p> <ul style="list-style-type: none"> have chartered membership of The Institution of Occupational Safety and Health (IOSH), are qualified to National Examination Board in Occupational Safety and Health (NEBOSH) diploma standard (or higher), have a demonstrable working knowledge of prevailing health and safety legislation, guidance and approved codes of practice relevant to the service and have the appropriate level of competence, training and demonstrable experience in the field for which they are Providing the Service.
S 325.8	Health and safety competence of <i>Contractor's</i> employees
S 325.8.1	The <i>Contractor</i> ensures that its employees are competent to Provide the Service and upon request provides the <i>Client</i> with information about the <i>Contractor's</i> arrangements for assuring employee competence and with employee training records.
S 325.8.2	Before commencement of the <i>service</i> the <i>Contractor</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>Contractor'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 the <i>service</i> . The <i>Contractor</i> provides further signed statements to the <i>Client</i> when any new <i>Contractor</i> employees are appointed or assigned to deliver the <i>service</i> .

S 325.8.3	For roles where no suitable recognised competence standards exist, the <i>Contractor</i> provides information against the selection criteria and method used to provide assurance of competence.
S 325.9	Health and safety in Construction
S 325.9.1	The <i>Contractor</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> .
S 325.10	Incident Reporting and Investigation
S 325.10.1	The <i>Contractor</i> complies with the <i>Client's</i> Guidance GG128 - "Requirements for reporting incidents, events and undesirable circumstances: health, safety, wellbeing, structural and environmental" or its later update or replacement, including any time periods required by GG128 (see link in Annex 02). If a time period is not specified in GG128 then the <i>period of reply</i> applies unless agreed otherwise by the <i>Client</i> .
S 325.10.2	Following the notification of an incident, the <i>Contractor</i> , in line with the <i>Client's</i> standards, determines if a formal investigation is required, and follows the notification, investigation and reporting procedures as set out therein.
S 325.10.3	The <i>Contractor</i> undertakes investigations with an independent competent person who has relevant training, knowledge and experience in effective accident/incident investigation.
S 325.10.4	Nothing prevents the <i>Contractor</i> from carrying out its own (additional) investigation of an incident, and in such case, the <i>Contractor</i> provides a copy of its completed incident report to the <i>Client</i> .
S 325.10.5	The incident report provides <ul style="list-style-type: none"> • 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 • relevant photographs and statements as an integral part of the report.
S 325.10.6	Where the <i>Contractor</i> is compiling a draft investigation report, the <i>Contractor</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.
S 325.10.7	The <i>Contractor</i> implements applicable recommendations arising from incident investigations within the timescales agreed with the <i>Client</i> .
S 325.10.8	The <i>Client</i> has the right to investigate any incidents wherever they may occur.
S 325.10.9	The <i>Contractor</i> provides the <i>Client</i> unrestricted access at all reasonable times to the facilities, equipment, materials, employees and records of the <i>Contractor</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).
S 325.10.10	The <i>Contractor</i> provides a copy of all documents related to an incident to the <i>Client</i> in accordance with the timescales set out in “GG128 requirements for reporting incidents, events and undesirable circumstances: health, safety, wellbeing, structural and environmental” (see link in Annex 02). If the <i>Contractor</i> is unable to disclose documents to the <i>Client</i> , the <i>Contractor</i> provides legal advice that confirms that the documents cannot be released for legal reasons.
S 325.10.11	The <i>Contractor</i> ensures that all subcontracts (at any stage of remoteness from the <i>Client</i>) contain requirements reflecting paragraphs S 325.10.1 and S 325.10.10.
S 325.11	Health and Safety Inspections/ Assurance
S 325.11.1	Not used.
S 325.12	Health and Safety Management Audit
S 325.12.1	The <i>Contractor</i> allows the <i>Client</i> unrestricted access during contracted hours to the premises, equipment, materials, employees and records of the <i>Contractor</i> and any subcontractors (at any stage of remoteness from the <i>Client</i>) (unless a statutory or contractual obligation prohibits the disclosure of any such records) to audit any, or all of the <i>Contractor's</i> health and safety management systems. The <i>Contractor</i> includes, in all subcontracts, the rights of access for the <i>Client</i> .
S 325.12.2	The <i>Contractor</i> implements all recommendations from these audits that are agreed by the <i>Client</i> within a timescale mutually agreed between the <i>Client</i> and the <i>Contractor</i> .
S 325.13	Construction Design and Management (CDM) Regulations 2015 compliance
S 325.13.1	Not used.
S 325.14	Medical Fitness
S 325.14.1	The <i>Contractor</i> advises the <i>Client</i> of any known medical disability or condition of any <i>Contractor</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.
S 325.14.2	When requested by the <i>Client</i> , the <i>Contractor</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.
S 325.15	Health Assessment and Control
S 323.15.1	The <i>Contractor</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.
S 325.15.2	The <i>Contractor</i> makes wellbeing services available to its employees and supply chain in line with, but not exhaustive of, the <i>Client's</i> instructions to make wellbeing services available.
S 325.15.3	The <i>Contractor</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> .
S 325.16	Alcohol and Substance Abuse
S 325.16.1	The <i>Contractor</i> ensures that its employees, whilst engaged in Providing the Service, are not at any time in possession of and are not under the influence of any intoxicating substance (Prohibited Substance). This requirement does not apply where the <i>Contractor's</i> employees possess a Prohibited Substance for bona fide medical reasons for which the <i>Client</i> has given acceptance for such <i>Contractor</i> employees to be engaged in Providing the Service.
S 325.16.2	The <i>Contractor</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>Contractor's</i> employees from Providing the Service if it considers that there is a risk to the Health, Safety and Wellbeing of that employee or any other person involved in Providing the Service or a risk to the satisfactory delivery of the service.
S 325.16.3	Where the <i>Client</i> is of the opinion, that any of the <i>Contractor's</i> employees (or any subcontractors involved in Providing the Service) may be in possession of, have taken, or are under the influence of any Prohibited Substance while Providing the Service, the <i>Client</i> instructs the <i>Contractor</i> to perform a drug and alcohol test using the following as appropriate of such <i>Contractor</i> employees <ul style="list-style-type: none"> • breath testing by breathalyser, • urine testing by urinalysis and • a search of personal possessions/ work area of such <i>Contractor</i> employees for evidence of a prohibited substance.
S 325.17	Health and Safety Charity-based Incentive Schemes
S 325.17.1	The <i>Contractor</i> adopts "charity-based incentive schemes" covering local and national charities if requested to do so by the <i>Client</i> .
S 325.18	Supply Chain Maturity Matrix Action Plan
S 325.18.1	Not used.
S 325.19	Management of Road Risk
S 325.19.1	The <i>Contractor</i> ensures that it has systems in place for the effective management of occupational road safety and road risk in accordance with

	guidance provided by the HSE or other relevant industry guidance (see link in Annex 02) and in line with S 325.20 (Driving for Better Business).
S 325.19.2	The <i>Contractor'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.
S 325.20	Driving for Better Business
S 325.20.1	<p>The <i>Contractor</i>, as part of its organisation's health and safety at work programme</p> <ul style="list-style-type: none"> • complies with an accredited scheme for managing "Work-Related Road Risk" (WRRR) (i.e., the current WRRR standard and accreditations ISO 39001, CLOCS, FoRS, Van Excellence, Earned Recognition) (see Annex 01 and links in Annex 02), • provides evidence of this to the <i>Client</i>, • manages WRRR to an appropriate standard for the service that is being provided, and in line with S 325.19 and • aligns, through DfBB collaboration, the WRRR standards and accreditations, to provide greater rigour, through renewed focus and audits, to reduce safety alerts.
S 325.20.2	<p>Within six months of the <i>starting date</i>, the <i>Contractor</i></p> <ul style="list-style-type: none"> • registers with the "Driving for Better Business" (DfBB) programme, • 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, • implements a 'driving for work' policy that <ul style="list-style-type: none"> ○ complies with (HSE) guidance, ○ applies to all areas of the business, ○ applies to all types of driving undertaken, ○ is communicated effectively to all employees who may drive for business purposes and ○ 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, • implements an effective system for measuring and monitoring driver and vehicle compliance. This includes as a minimum <ul style="list-style-type: none"> ○ records of crashes and investigation results, ○ driver training or education supplied, ○ driver licence checking and relevant insurance checking,

	<ul style="list-style-type: none"> ○ employee policy acceptance and ○ vehicle checks and defect reporting, • implements an effective system for ensuring the same level of awareness regarding WRRS and compliance with HSE guidance through any subcontractors involved in Providing the Service, • completes (and ensures that all its subcontractors complete) the “Driving for Better Business (DfBB) Leadership Statement” (see link in Annex 02), where subcontractors manage WRRS to the minimum acceptable level. The <i>Contractor</i> takes any required measures to ensure that declarations are correct, • 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 • includes these requirements and ensures their compliance in all subcontracts (at any stage of remoteness from the <i>Client</i>).
S 325.20.3	<i>The Contractor</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> .
S 325.21	Security
S 325.21.1	The <i>Contractor</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>Contractor</i> ’s employees on the <i>Client</i> ’s property affected by the <i>service</i> , or being retained by the <i>Client</i> on behalf of the <i>Contractor</i> or <i>Contractor</i> ’s employees.
S 325.21.2	Any person not complying or unwilling to comply with the requirements above, is removed from the <i>Client</i> ’s property affected by the <i>service</i> and not permitted access to the <i>Client</i> ’s property affected by the <i>service</i> .
S 325.22	Supply Chain Safety Leadership Group
S 325.22.1	Not used.
S 325.23	Home Safe and Well Approach
S 325.23.1	<p>The <i>Contractor</i> submits to the <i>Client</i> for acceptance, a strategy of how it will operate around the <i>Client</i>’s “Home Safe and Well” approach.</p> <p>The <i>Contractor</i> commits and contributes to the <i>Client</i>’s “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>Contractor</i></p>

	<ul style="list-style-type: none"> 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, recognises the behaviours that enable the culture change required to achieve our vision and deliver the objectives of the organisation, 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, is responsible and accountable for the health, safety and wellbeing of those employed by the <i>Contractor</i> and those the <i>Contractor</i> works with and embeds the “Home Safe and Well” approach in Providing the Service.
S 325.24	Deleterious and hazardous materials
S 325.24.1	Not used.
S 325.25	“Highways Passport Scheme”
S 325.25.1	<p>The <i>Client</i> endorses the full implementation of the “Highways Passport Scheme” (see link in Annex 02) to evidence training and competence.</p> <p>The <i>Client</i> actively encourages all suppliers to sign up within six months of the <i>starting date</i>.</p> <p>The “Highways Passport Scheme” has 2 parts</p> <ol style="list-style-type: none"> The Smartcard/System, 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, The Highways Common Induction (HCI), 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. <p>More information on the passport scheme and full information on how to join can be found on the link in Annex 02.</p>
S 326 Method Statements	
S 326.1	The <i>Contractor</i> submits method statements and risk assessments for each removal event to the <i>Client</i> for acceptance in accordance with Scope section S 107.2.

	<p>A reason for not accepting a method statement or a risk assessment is that it does not</p> <ul style="list-style-type: none"> • comply with the accepted service management plan or • the details are not relevant to the specific removal event.
S 327 Legal requirements	
S 327.1	Not used.
S 328 Inspections	
S 328.1	The <i>Client</i> reserves the right to inspect the Health and Safety policy and documentation at any time. The <i>Contractor</i> makes such documentation available to the <i>Client</i> for inspection.
S 329 Pre-Construction Information	
S 329.1	Not used.
S 330 Insurances	
S 330.1	The <i>Contractor</i> is required to have in place required insurances described in the Insurance Table in the Contract Data and as shown in Annex 03 .
S 330.2	The <i>Contractor</i> discharges all its obligations under the Insurance Act 2015 (see link in Annex 02) when placing, renewing or maintaining any insurances required by the contract.
S 331 Official Secrets Act	
S 331.1	The Official Secrets Acts 1911 to 1989 (the “Official Secrets Acts”) (see links in Annex 02) apply to the contract from the Contract Date until the end of the <i>service period</i> .
S 331.2	The <i>Contractor notifies</i> its employees and subcontractors (at any stage of remoteness from the <i>Client</i>) of its duties under the Official Secrets Act.
S 331.3	A failure to comply with this section is treated as a substantial failure by the <i>Contractor</i> to comply with the contract.
S 332 Disclosure Requests	
S 332.1	The <i>Contractor</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>Contractor</i> before doing so in accordance with “Cabinet Office Freedom of

	Information Code of Practice July 2018” (see link in Annex 02). The <i>Contractor</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>Contractor</i> acknowledges that it is for the <i>Client</i> to determine whether such information will be disclosed.
S 332.2	When requested to do so by the <i>Client</i> , the <i>Contractor</i> promptly provides information in its possession relating to the contract 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 which are listed in Annex 02 .
S 332.3	The <i>Contractor</i> promptly passes any Disclosure Request which it receives to the <i>Client</i> . The <i>Contractor</i> does not respond directly to a Disclosure Request unless instructed by the <i>Client</i> .
S 332.4	The <i>Contractor</i> acknowledges that the <i>Client</i> is obliged to publish information relating to the contract in accordance with Procurement Policy Note 01/17 “Update to Transparency Principles” (PPN 01/17) dated 6 February 2017 (see link in Annex 02) except to the extent that any information in it is exempt from disclosure pursuant to the “Freedom of Information Act 2000” (see link in Annex 02).The <i>Client</i> consults with the <i>Contractor</i> before deciding whether the information is exempt, but the <i>Contractor</i> acknowledges that the <i>Client</i> has the final decision (see links in Annex 02).
S 332.5	In accordance with PPN 01/17 the <i>Contractor</i> <ul style="list-style-type: none"> • 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>, • provides information to assist the <i>Client</i> in responding to queries from the public as required by the <i>Client</i> and • supplies the <i>Client</i> with financial data relating to the contract in the form and in the times specified.
S 332.6	The <i>Contractor</i> acknowledges that the <i>Client</i> is obliged to publish the provisions of the contract in accordance with the Crown Commercial Service’s Guidance Note “Publication of Central Government Tenders and Contracts” dated November 2017 (see link in Annex 02), 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>Contractor</i> before deciding whether the information is exempt, but the <i>Contractor</i> acknowledges that the <i>Client</i> has the final decision. The <i>Contractor</i> co-operates with and assists the <i>Client</i> to publish the contract in accordance with the <i>Client</i> ’s obligation.

S 333 Conflict of Interest	
S 333.1	The <i>Contractor</i> does not take an action which would cause a conflict of interest to arise in connection to the contract. The <i>Contractor</i> immediately notifies the <i>Client</i> if there is any uncertainty about whether a conflict of interest may exist or arise.
S 333.2	The <i>Contractor</i> ensures its employees and subcontractors (at any stage of remoteness from the <i>Client</i>), do not take any action which would cause an actual or potential conflict of interest to arise in connection with Providing the Service.
S 333.3	The <i>Contractor</i> ensures that any employee and procures that any subcontractor (at any stage of remoteness from the <i>Client</i>), who are Providing the Service, completes a declaration of interests, form set out in the Annex 02 prior to starting work on the contract.
S 333.4	The <i>Contractor</i> procures that any subcontractor (at any stage of remoteness from the <i>Client</i>) immediately notifies the <i>Contractor</i> and the <i>Client</i> if there is any uncertainty about whether a conflict of interest may exist or arise.
S 333.5	If the <i>Contractor</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 interest, the <i>Client</i> may <ul style="list-style-type: none"> • require the <i>Contractor</i> to stop Providing the Service until any conflict of interest is resolved • require the <i>Contractor</i> to submit to the <i>Client</i> for acceptance a proposal to remedy the actual or potential conflict of interest.
S 333.6	A reason for not accepting the proposal is that it does not resolve the conflict of interest. The <i>Contractor</i> amends the proposal in response to any comments and resubmits it for acceptance by the <i>Client</i> . The <i>Contractor</i> complies with the proposal once it has been accepted.
S 334 Client's Fair Payment Charter, Counter Fraud, Bribery and Corruption Policies	
S 334.1	The <i>Contractor</i> complies (and ensures that any person employed by it or acting on its behalf complies) with the <i>Client's</i> <ul style="list-style-type: none"> • "Fair Payment Charter" and, • "Supplier Counter Fraud, Bribery and Corruption Code of Conduct" (see links in Annex 02) throughout the <i>service period</i> and for a period not less than 12 years after the end of the <i>service period</i> .
S 334.2	A failure to comply with this section is treated as a substantial failure by the <i>Contractor</i> to comply with the contract.

S 335 Discrimination, Bullying and Harassment, and Modern Slavery	
S 335.1	The <i>Contractor</i> does not discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to the Discrimination Acts.
S 335.2	<p>In Providing the Service, the <i>Contractor</i> co-operates with and assist the <i>Client</i> to satisfy its duty under the Discrimination Acts to</p> <ul style="list-style-type: none"> • eliminate unlawful discrimination, harassment and victimisation, • advance equality of opportunity between different groups and • foster good relations between different groups.
S 335.3	<p>The <i>Contractor</i> ensures that its employees, or subcontractor employees (at any stage or remoteness from the <i>Client</i>) comply with the <i>Client</i>'s requirements.</p> <p>Where a <i>Contractor</i> is 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, the <i>Contractor</i> complies with</p> <ul style="list-style-type: none"> • the requirements of the Discrimination Acts and • the <i>Client</i>'s "Respect at Work" policy (see links in Annex 02). <p>If the <i>Client</i> considers that the presence or conduct of any Staff or subcontractors (at any stage of remoteness from the <i>Client</i>) at any location relevant to the delivery of the service is undesirable or in breach of the <i>Client</i>'s policies, the <i>Client</i> instructs the <i>Contractor</i> to implement corrective action.</p>
S 335.4	<p>The <i>Contractor</i> notifies the <i>Client</i> as soon as it becomes aware of any investigation or proceedings brought against the <i>Contractor</i> under the Discrimination Acts in connection with the contract and</p> <ul style="list-style-type: none"> • provides any information requested by the investigating body, court or tribunal in the timescale allotted, • attends (and permits a representative from the <i>Client</i> 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.
S 335.5	The <i>Contractor</i> complies with all applicable human rights and employment laws in the jurisdictions in which they work and have robust means of ensuring that its subcontractors (at any stage of remoteness from the <i>Client</i>) also comply.

S 335.6	<p>The <i>Contractor</i> complies with the <i>Client</i>'s "Anti-slavery (Human Trafficking) policy" (see link Annex 02). The <i>Contractor</i> carries out an annual audit to monitor its compliance with the Modern Slavery Act 2015 (see link in Annex 02), which covers all its obligations under all its existing <i>Client</i> contracts. The <i>Contractor</i> prepares and delivers to the <i>Client</i>, no later than 1st August each year, an annual</p> <ul style="list-style-type: none"> • slavery and human trafficking report, • transparency statement and • a risk register with mitigating actions <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>
S 335.7	<p>The <i>Contractor</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>
S 335.8	<p>The <i>Contractor</i> does not purchase any raw materials, resources or products that has been sourced from producers or manufacturers using forced labour and child labour in its operations or practice. The <i>Contractor</i> ensures that any subcontract (at any stage of remoteness from the <i>Client</i>) contains provisions to the same effect as this section S 335. The <i>Contractor</i> implements due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under the contract.</p>
S 335.9	<p>The <i>Contractor</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 in the world.</p>
S 335.10	<p>The <i>Contractor</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 details in Annex 02).</p>
S 335.11	<p>The <i>Contractor</i> ensures that any subcontractor (at any stage of remoteness from the <i>Client</i>) relevant to the performance of the <i>service</i>, contains provisions to the same effect as this section. The <i>Contractor</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 the <i>service</i>, does not comply with the requirements of this section S 335. The <i>Contractor</i> provides a detailed reason for not including some or all of the requirements of this section S 335 in the specific contract. The <i>Contractor</i> provides further detail when requested by the <i>Client</i> to assist their consideration. If accepted by the <i>Client</i>, the <i>Contractor</i> is relieved from including some or all of the requirements of this section in the specific contract.</p>

S 335.12	A failure to comply with this section is treated as a substantial failure by the <i>Contractor</i> to comply with the contract.
S 336 Energy Efficiency Directive	
S 336.1	<p>The <i>Contractor</i> supports the achievement of the</p> <ul style="list-style-type: none"> • <i>Client's</i> carbon management ambition in its “Net Zero Highways: Our 2030/ 2040/ 2050 Plan” and • <i>Client's</i> compliance with “Procurement Policy Note 07/14 (“PPN 07/14”) - Implementing Article 6 of the Energy Efficiency Directive” and any related supplementary Procurement Policy Note <p>when Providing the Service (see links in Annex 02).</p>
S 336.2	<p>In complying with the requirements of PPN 07/14,</p> <ul style="list-style-type: none"> • in purchasing new products for use partly or wholly in Providing the Service by either the <i>Contractor</i>, or a subcontractor (at any stage of remoteness to the <i>Client</i>), the <i>Contractor</i> complies with the standard for products in the “Directive 2012/27/EU of the European Parliament and of the Council” (“Directive 2012/27/EU”) (see link in Annex 02) and • the <i>Contractor</i> provides evidence to the <i>Client</i> to demonstrate how any new products for use partly or wholly in Providing the Service, purchased by either the <i>Contractor</i> or a subcontractor (at any stage of remoteness to the <i>Client</i>), complies with the requirements of “PPN 07/14”.
S 337 Air Quality	
S 337.1	In Providing the Service, the <i>Contractor</i> supports the <i>Client's</i> “Delivery Plan” aim (see link in Annex 02) to improve air quality in the United Kingdom and to deliver nitrogen dioxide compliance at the roadside.
S 337.2	<p>The <i>Contractor</i></p> <ul style="list-style-type: none"> • ensures that any new vehicles purchased for use partly or wholly in Providing the Service comply with the minimum mandatory standards in “Government Buying Standards Transport 2017” (see link in Annex 02) and • when requested by the <i>Client</i>, works in collaboration with the <i>Client</i> to prepare reports to identify how the best practice standards detailed in the “Government Buying Standards Transport 2017” can be achieved. Report findings help inform setting standards for future highways contracts and any subsequent action by the <i>Contractor</i> helps reduce emissions of harmful pollutants when Providing the Service.

S 338 Environmental and sustainability requirements	
S 338.1	In Providing the Service, the <i>Contractor</i> supports the improvement of environmental and sustainable outcomes to protect, manage and enhance the quality of the surrounding environment, with a focus on people, the built, natural and historic environment, and carbon.
S 338.2	<p>The <i>Contractor</i> complies with</p> <ul style="list-style-type: none"> • environmental legislation, • the relevant national policy, • the “Highways England: Licence, April 2015”, • the <i>Client’s</i> “Environmental Strategy”, • the <i>Client’s</i> “Sustainable Development Strategy” and • the <i>Client’s</i> “Net Zero Highways: Our 2030 / 2040 / 2050 Plan” <p>when Providing the Service (see links in Annex 02).</p>
S 338.3	In Providing the Service, the <i>Contractor</i> supports the <i>Client’s</i> Key Performance Indicators (KPI) and Performance Indicators (PI) as described in the <i>Client’s</i> “Operational Metrics Manual” (OMM) (see link in Annex 02).
S 338.4	Not used.
S 338.5	Not used.
S 338.6	The <i>Contractor</i> delivers the <i>Client’s</i> responsibilities and opportunities within the “Government Buying Standards” when Providing the Service (see link in Annex 02).
S 338.7	The <i>Contractor</i> demonstrates efficiency in resource use and maximisation of re-use and recycling of materials to support the circular economy ambition stated in the <i>Client’s</i> “Sustainable Development Strategy” (see link in Annex 02) and ensures that any subcontractors (at any stage of remoteness to the <i>Client</i>) demonstrate efficiency to the same effect.
S 338.8	Not used.
S 338.9	Not used.
S 339 Environmental Management Plan (EMP) second iteration	
S 339.1	Not used.

S 340 Environmental Management Plan (EMP) third iteration	
S 340.1	Not used.
S 341 Site waste management plan	
S 341.1	Not used.
S 342 People Strategy	
S 342.1	Equality, Diversion and Inclusion
S 342.1.1	<p>The <i>Contractor</i> assists the <i>Client</i> in achieving its equality, diversity and inclusion (EDI) ambition to build an inclusive culture that encourages, supports and celebrates diverse voices to improve the experience of its <i>Client's</i> employees, its 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 equality, diversity and inclusion into all areas of its business, driving real change in how it works with its customers and communities, its supply chain (at any stage of remoteness from the <i>Client</i>) 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 (at any stage of remoteness from the <i>Client</i>) so that its working practices are inclusive, and the strategic road network is accessible and integrated for both its users and communities living alongside the network.</p> <p>The <i>Client</i> therefore requires the <i>Contractor</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 <i>service</i>.</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>
S 342.2	Inclusion Action Plan (IAP)
S 342.2.1	<p>The IAP (see Annex 06 for IAP template and additional guidance) covers the key areas of EDI.</p> <p>The IAP focuses attention throughout the <i>service</i> on</p> <ul style="list-style-type: none"> gathering diversity and inclusion intelligence,

	<ul style="list-style-type: none"> analysing this intelligence to identify opportunities to improve and developing, delivering and evaluating an action plan considering the above. <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"> to create an inclusive working culture, practice and environment that leverages the performance advantage that diversity can bring, 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 by holding itself and the supply chain (at any stage of remoteness from the <i>Client</i>) to account in delivering the above. <p>The <i>Contractor</i> ensures that the IAP is accompanied by relevant contextual information and relates specifically to the contract. The IAP relates specifically to the <i>Contractor's</i> business (or each of the Consortium Members, if applicable).</p>
S 342.2.2	<p>The IAP names an individual from the <i>Contractor</i> to act as the EDI lead to</p> <ul style="list-style-type: none"> be responsible for ensuring the implementation and ongoing development of the IAP, ensure quarterly reports and information are provided as required, facilitate continuous improvement reviews and act as a single point of contact on all matters concerning EDI.
S 342.2.3	<p>The <i>Contractor</i> prepares an IAP in accordance with the template provided in Annex 06 and submits it to the <i>Client</i> for acceptance within 12 weeks of the <i>starting date</i> to demonstrate how it develops an iterative approach to supporting the <i>Client</i> in meeting its EDI objectives throughout the <i>service</i>.</p>
S 342.2.4	<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"> current EDI position/ baseline - what does the <i>Contractor'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), action/ task – what the <i>Contractor</i> does to meet the requirements, when does this happen – when does the <i>Contractor</i> take the action specified above, responsible officer – who within the <i>Contractor's</i> organisation is responsible for this action,

	<ul style="list-style-type: none"> resource - the <i>Contractor</i> considers the resources needed to act over and above the responsible officer and measure of success (outcome/ key performance indicators (KPIs)) – what does success look like? How does the <i>Contractor</i> know it has made a tangible difference? What difference has this activity made?
S 342.2.5	<p>A reason for the <i>Client</i> not accepting the IAP is that</p> <ul style="list-style-type: none"> it does not demonstrate how the requirements are passed down to any subcontractor (at any stage of remoteness from the <i>Client</i>), it does not demonstrate how the <i>Contractor</i> <ul style="list-style-type: none"> ensures the working culture, practice and environment is inclusive, considers and understands the diverse needs of customers and neighbouring communities, holds itself and any subcontractor (at any stage of remoteness from the <i>Client</i>) to account in delivering the plan, monitors and evidences year on year improvements or it does not meet the aims of the equality duties contained within the Discrimination Acts and set out in section S 335 Discrimination of the Scope.
S 342.2.6	<p>Every six months, the <i>Contractor</i> prepares a progress report against the IAP and provides a copy to the <i>Client</i> within 14 days of the end of each six-monthly period. The <i>Client</i>'s CPF team reviews and scores the IAP in line with the Collaborative Performance Framework (CPF) (see links in Annex 02) metrics.</p>
S 342.3	Employment and Skills
S 342.3.1	Not used.
S 342.4	Skills and Apprenticeships
S 342.4.1	<p>The <i>Client</i> is required to monitor and report on apprenticeships created and in place in the delivery of their programme. To support this, the <i>Contractor</i> seeks to deliver new apprenticeships in its organisation and, when agreed by the <i>Client</i>, deploys apprentices in Providing the Service. The <i>Contractor</i> submits to the <i>Client</i>, on a quarterly basis, the apprenticeship report as detailed in Scope section S 342.5. The due dates for this reporting are confirmed to the <i>Contractor</i> by the <i>Client</i> after the <i>starting date</i>.</p>
S 342.5	Reporting template and guidance for apprenticeships
S 342.5.1	<p>The <i>Contractor</i> ensures that the <i>Client</i> can identify all apprentices individually appointed under the contract. The <i>Contractor</i> provides a rolling three-month monitoring report to the <i>Client</i> within five working days of the start of each calendar month, detailing performance against the annual proposal in respect of each apprentice appointed (or proposed to be appointed) under the</p>

	<p>contract but who has not completed the apprenticeship, including</p> <ul style="list-style-type: none">• number of apprenticeships to be started that month,• actual and planned start dates for existing and proposed apprenticeships,• postcode of workplace,• gender,• ethnicity,• level of apprenticeship (1 – 7) in accordance with Table 2 below as set out in the UK Government’s “A guide to apprenticeships” publication of March 2019” (see link in Annex 02) (and as amended),• apprenticeship framework or standard,• occupation of apprenticeship (reported against the “Standard Occupation Classification (SOC) 2020 codes” (see link in Annex 02)),• category of apprenticeship,• planned apprenticeship finish date,• whether the apprentice is still engaged on Providing the Service and• national insurance number.																		
	<table><tr><th colspan="3">Table 2 – Description of apprenticeship levels</th></tr><tr><th>Name</th><th>Level</th><th>Equivalent educational level</th></tr><tr><td>Intermediate</td><td>2</td><td>5 GCSE passes at grade A*-C or 9-4</td></tr><tr><td>Advanced</td><td>3</td><td>2 A level passes/ Level 3 Diploma/ International Baccalaureate</td></tr><tr><td>Higher</td><td>4, 5, 6 and 7</td><td>Foundation degree and above</td></tr><tr><td>Degree</td><td>6 and 7</td><td>Bachelor’s or master’s degree</td></tr></table>	Table 2 – Description of apprenticeship levels			Name	Level	Equivalent educational level	Intermediate	2	5 GCSE passes at grade A*-C or 9-4	Advanced	3	2 A level passes/ Level 3 Diploma/ International Baccalaureate	Higher	4, 5, 6 and 7	Foundation degree and above	Degree	6 and 7	Bachelor’s or master’s degree
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Intermediate	2	5 GCSE passes at grade A*-C or 9-4																	
Advanced	3	2 A level passes/ Level 3 Diploma/ International Baccalaureate																	
Higher	4, 5, 6 and 7	Foundation degree and above																	
Degree	6 and 7	Bachelor’s or master’s degree																	
S 342.5.2	The <i>Contractor</i> submits its return using the “Apprenticeship data collection form” (see link in Annex 02).																		
S 343 Offshoring of data																			
S 343.1	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 Security Policy																		

	Framework (SPF)” and the <i>Client’s</i> “Information Security Data Handling Requirements (Policy)” (see links in Annex 02).
S 343.2	<p>The <i>Contractor</i> does not store any of the <i>Client’s</i> data that is classified as OFFICIAL (including OFFICIAL SENSITIVE) or higher in accordance with the HMG Government Security Classifications (see Annex 02),</p> <ul style="list-style-type: none"> • offshore or • in any way that it could be accessed from an offshore location <p>until the <i>Client</i> has confirmed to the <i>Contractor</i> that either</p> <ul style="list-style-type: none"> • the <i>Client</i> has gained approval for such storage in accordance with the “Information Security Data Security Standard” or • such approval is not required.
S 343.3	<p>The <i>Contractor</i> ensures that no offshore premises are used in Providing the Service until</p> <ul style="list-style-type: none"> • such premises have passed a Risk Assessment acceptable to the <i>Client</i> or • the <i>Client</i> confirms to the <i>Contractor</i> that no Risk Assessment is required.
S 343.4	<p>The <i>Contractor</i> complies with a request from the <i>Client</i> to provide any information required to allow the <i>Client</i> to</p> <ul style="list-style-type: none"> • gain approval for storing data or allowing access to data from an offshore location in accordance with S 343.2 or • conduct a Risk Assessment for any premises in accordance with S 343.3.
S 343.5	The <i>Contractor</i> ensures that any subcontract (at any stage of remoteness from the <i>Client</i>) contains provisions to the same effect as this clause.
S 343.6	A failure to comply with this section is treated as a substantial failure by the <i>Contractor</i> to comply with the contract.
S 344 Data Protection	
S 344.1	<p>For the purposes of the contract and the Data Protection Legislation (see link in Annex 02)</p> <ul style="list-style-type: none"> • for the purposes of this section S 344 only, the <i>Client</i> is the Data Controller unless otherwise specified in schedule A (in Annex 08), • the <i>Contractor</i> is the Processor unless otherwise specified in schedule A and

	<ul style="list-style-type: none"> this section and schedule A (in Annex 08) constitutes a data processing agreement where required by the Data Protection Legislation.
S 344.2	The <i>Contractor</i> processes the Data in accordance with the Data Protection Legislation and only to the extent necessary for the purpose of Providing the Service.
S 344.3	The <i>Contractor</i> does not knowingly do anything or permit anything to be done which might lead to a breach of the Data Protection Legislation by either Party.
S 344.4	The <i>Contractor</i> obtains and maintains, until end of the <i>service period</i> all registrations and notifications that it is obliged to obtain and maintain pursuant to the Data Protection Legislation in respect of Providing the Service.
S 344.5	<p>The <i>Contractor</i> only processes Data to the extent that it relates to</p> <ul style="list-style-type: none"> the types of Data, the categories of Data Subject and the nature and purpose <p>as set out in schedule A (in Annex 08) and only for the duration specified in schedule A.</p>
S 344.6	Without prejudice to paragraph 344.2 the <i>Contractor</i> processes the Data only in accordance with the instructions of the <i>Client</i> unless the <i>Contractor</i> is required to process Data for other reasons under the laws of the United Kingdom or European Union (or a member state of the EEA) to which the <i>Contractor</i> is subject. If the <i>Contractor</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.
S 344.7	The <i>Contractor</i> immediately informs the <i>Client</i> if it believes that an instruction infringes the Data Protection Legislation or any other applicable law.
S 344.8	<p>The <i>Contractor</i></p> <ul style="list-style-type: none"> implements and maintains Protective Measures which take into account the nature, scope, context and purpose of processing the Data and 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. <p>The <i>Contractor</i> ensures that its processing is in accordance with the Data Protection Legislation and protects the rights of Data Subjects.</p>

S 344.9	The <i>Contractor</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.
S 344.10	The <i>Contractor</i> ensures that all persons authorised to process Data are bound by obligations equivalent to those set out in this Scope section and the Confidentiality Scope section S 304 and are aware of the <i>Contractor's</i> obligations under the contract and the Data Protection Legislation.
S 344.11	The <i>Contractor</i> ensures that access to the Data is limited to those persons who need access in order for the <i>Contractor</i> to Provide the Service and (in each case) to such parts of the Data as are strictly necessary for the performance of that person's duties.
S 344.12	Not used.
S 344.13	On request, the <i>Contractor</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.
S 344.14	The <i>Contractor</i> immediately notifies the <i>Client</i> if it receives <ul style="list-style-type: none"> • a Data Subject Access Request (or purported Data Subject Access Request), • a complaint or request relating to the <i>Client's</i> obligations under the Data Protection Legislation or • a request from any Supervisory Authority for assistance or information, unless provided by relevant law.
S 344.15	The <i>Contractor</i> assists and co-operates with the <i>Client</i> in relation to any complaint or Data Subject Request received pursuant to paragraph S 344.14, including <ul style="list-style-type: none"> • providing full details of the complaint or Data Subject Access Request, • complying with the Data Subject Request within the time limits set out in the Data Protection Legislation and in accordance with the instructions of the <i>Client</i> and • 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 Request.
S 338.16	The <i>Contractor</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>Contractor</i>

	<ul style="list-style-type: none"> • provides evidence (acceptable to the <i>Client</i>) of appropriate safeguards as required by the Data Protection Legislation and • complies with the instructions of the <i>Client</i>.
S 344.17	The <i>Contractor</i> complies with the requirements of the <i>Client</i> in relation to the storage, dispatch and disposal of Data in any form or medium. Any requirement for the <i>Contractor</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>Contractor</i> is subject that requires Data to be retained.
S 344.18	<p>The <i>Contractor</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"> • 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.
S 344.19	In the event of a Security Incident, the <i>Contractor</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 as required by the Data Protection Legislation and in accordance with the instructions of the <i>Client</i> .
S 344.20	On request the <i>Contractor</i> provides to the <i>Client</i> all necessary information to demonstrate the <i>Contractor's</i> compliance with this section.
S 344.21	<p>The <i>Contractor</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"> • security of processing, • preparation of any necessary Data Protection Impact Assessments and • undertaking any necessary data protection consultations of Supervisory Authorities.
S 344.22	<p>The <i>Contractor</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"> • the information described in paragraph S 344.5, • The different types of processing of Data being carried out (if applicable),

	<ul style="list-style-type: none"> any transfers of Data outside the EEA or the United Kingdom, identifying the relevant country or international organisations and any documentation required to demonstrate suitable safeguards and a description of the technical and organisation security measures referred to in paragraph S 344.9. <p>The <i>Contractor</i> makes these records available to the <i>Client</i> promptly on request.</p>
S 344.23	<p>Before allowing any Sub-Processor to process any Personal Data related to the contract, the <i>Contractor</i></p> <ul style="list-style-type: none"> notifies the <i>Client</i> in writing of the intended Sub-Processor and processing, obtains the agreement of the <i>Client</i>, 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 provides the <i>Client</i> with such information regarding the Sub-Processor as the <i>Client</i> may reasonably require.
S 344.24	<p>The <i>Client</i> may, at any time revise this section S 344 and Annex 08 by replacing it with any applicable controller to processor standard provisions or similar terms forming part of an applicable certification scheme.</p>
S 344.25	<p>The Parties agree to take account of any guidance issued by the “Information Commissioner’s Office”.</p>
S 344.26	<p>Each Party designates its own Data Protection Officer if required and as defined by the Data Protection Legislation.</p>
S 344.27	<p>Not used.</p>
S 344.28	<p>A failure to comply with this section S 344 is treated as a substantial failure by the <i>Contractor</i> to comply with the contract.</p>
S 345 Information Systems and Security	
S 345.1	General requirements
S 345.1.1	<p>This section sets out the requirements in respect of Information Systems, including systems that</p> <ul style="list-style-type: none"> are developed, procured, provided and made available to the <i>Client</i> by the <i>Contractor</i> for the purposes of performing the information requirements under the contract,

	<ul style="list-style-type: none"> • are developed, procured and provided by the <i>Contractor</i> relating to its own corporate business and operations of performing the information requirements under the contract, • are provided or made available by the <i>Client</i> for use by the <i>Contractor</i> for the purposes of performing the information requirements under the contract and • are likely to be provided or made available by the <i>Client</i> for use by the <i>Contractor</i> for the purposes of performing the information requirements under the contract.
S 345.1.2	<p>To the extent that the <i>Contractor</i> is required to create or maintain any information under the contract in electronic format, the <i>Contractor</i> ensures that, at all times</p> <ul style="list-style-type: none"> • such a format is agreed with the <i>Client</i>, • 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"> ○ without additional costs to the <i>Client</i> or others ○ without the need for complex, expensive procedures or processes, and ○ in any event in such format as complies with the <i>Client's</i> requirements for such transfer, • such information is backed-up and copies are held in offsite storage in accordance with procedures agreed with the <i>Client</i> and • 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.
S 345.1.3	<p>The <i>Contractor</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>Contractor</i> and transfer to the <i>Client</i> or an Incoming Contractor, efficiently and without additional expense or delay immediately on termination or expiry of the contract.</p>
S 345.1.4	<p>The <i>Contractor</i> complies with the information management system (IMS), which is a platform outlining additional information for the processes of data and information requirements, which is available at https://nationalhighways.co.uk/our-work/digital-data-and-technology/information-management-system/</p>
S 345.2	<i>Contractor</i> Information Systems
S 345.2.1	<p>The <i>Contractor</i> at the <i>starting date</i></p> <ul style="list-style-type: none"> • 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 S 345.9

	<p>and S 345.10, to comply with the <i>Client</i> information requirements and the contract management information requirements,</p> <ul style="list-style-type: none"> • has in place Information Systems (electronic or otherwise) of the type set out in the non-exhaustive list in Table 1, to comply with the <i>Contractor</i> information requirements concerning its own corporate business and operations and • has proof of compliance with the His Majesty's Government (HMG) Security Policy Framework (SPF) (see link in Annex 02) in respect of those Information Systems.
S 345.3	<i>Client</i> Information Systems and Training
S 345.3.1	Unless otherwise agreed with the <i>Client</i> , the <i>Contractor</i> uses and interfaces with the <i>Client's</i> current systems (Table 2) and new systems (Table 3) when available.
S 345.3.2	The <i>Client</i> provides relevant training for all relevant systems provided by the <i>Client</i> that are listed in this section (Information Systems and Security).
S 345.3.3	The <i>Contractor</i> proposes a list of appropriate Staff to be trained for each requirement for acceptance by the <i>Client</i> . The <i>Contractor</i> liaises with the <i>Client</i> to programme the training to optimise efficiencies.
S 345.4	Access Requirements to Information Systems provided by the <i>Client</i>
S 345.4.1	<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"> • the <i>Contractor</i> is required to access the <i>Client's</i> business IT network and the <i>Client</i> Information Systems and • the <i>Client</i> may access one or more of the <i>Contractor's</i> Information Systems and documents.
S 345.4.2	Unless otherwise agreed with the <i>Client</i> , the <i>Contractor</i> connects to the Gateway, using a virtual private network specified by the <i>Client</i> .
S 345.4.3	<p>The <i>Contractor</i></p> <ul style="list-style-type: none"> • applies, via the <i>Client</i>, 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>, • 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,

	<ul style="list-style-type: none"> • arranges suitable support and business continuity for connection to the Gateway, • facilitates the installation and maintenance of the Gateway by the <i>Client</i> or others, • employs appropriate requirements and procedures, and trains its staff to operate the current systems, • attends training in connection with the implementation, and where appropriate, the <i>Contractor</i> facilitates the implementation of new systems (as defined in section S 345.12 (New systems to be used by the <i>Contractor</i> when made available)) and any other systems required by the <i>Client</i> and • 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>.
S 345.4.4	<p>The <i>Contractor</i> acknowledges that</p> <ul style="list-style-type: none"> • the network technology underlying the Gateway is subject to change from time to time, • access through and continued membership of the Gateway requires the <i>Contractor</i> to comply with (and the <i>Contractor</i> complies with) <ul style="list-style-type: none"> ○ applicable user access requirements, ○ HMG SPF (see link in Annex 02) and ○ other confidentiality, technical and security requirements set out in the contract.
S 345.4.5	<p>The connection point to the Gateway situated at the <i>Contractor's</i> premises is located in a room that is secured from theft, damage, unauthorised or malicious use to reduce risk to the connection point by using appropriate physical security controls as set out in HMG SPF. The location remains fixed for the duration of the contract unless the <i>Contractor</i> requests and the <i>Client</i> approves a new location.</p>
S 345.4.6	<p><u>Other access requirements</u></p> <ul style="list-style-type: none"> • <i>Client</i> Information Systems not covered by Scope section S 345.4 may be accessed through the internet via third party hosts and using relevant software applications installed on <i>Contractor</i> systems. They are not subject to the same security and related access requirements that apply to <i>Client</i> Information Systems accessed through the Gateway. • The <i>Contractor</i> may request authorisation and other details regarding internet access to such <i>Client</i> Information Systems from the <i>Client</i>. The <i>Contractor</i> provides further information to the <i>Client</i> required for

	<p>the <i>Client's</i> consideration of such a request including Staff names, locations, computer equipment to be used.</p> <ul style="list-style-type: none"> • The <i>Contractor</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".
S 345.5	Access Requirements to Information Systems provided by the Contractor
S 345.5.1	<p>The <i>Contractor</i> provides the <i>Client</i> remote access to the <i>Contractor's</i> Information Systems and related documents</p> <ul style="list-style-type: none"> • through the Gateway or • through another interface agreed by the <i>Client</i>.
S 345.5.2	<p>Any access required by the <i>Client</i> to systems provided by the <i>Contractor</i> is made available via the Gateway or by other remote access methods agreed by the <i>Client</i>.</p>
S 345.6	Contractor Security and User Access
S 345.6.1	<p>The <i>Contractor</i> ensures that all persons who use <i>Client</i> Information Systems for or on behalf of the <i>Contractor</i> comply with the <i>Client's</i> security requirements.</p>
S 345.6.2	<p>The <i>Contractor</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>Contractor</i>. The <i>Contractor</i> informs the <i>Client</i> of those requirements, including timescales, no later than four weeks after the <i>starting date</i>.</p>
S 345.6.3	<p>The <i>Contractor</i> immediately notifies the <i>Client's</i> 'IT Security Team' and the help desk when Staff with access to the <i>Client's</i> IT network, are no longer Providing the Service.</p>
S 345.6.4	<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 Providing the Service.</p>
S 345.6.5	<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 Providing the Service.</p>
S 345.6.6	<p>The <i>Client</i> immediately suspends any accounts supplied to persons who use <i>Client</i> Information Systems for or on behalf of the <i>Contractor</i> if they are</p> <ul style="list-style-type: none"> • used by anyone other than the person for whom they were created (the "authorised user") • they are used from a device which is not issued by the <i>Contractor</i>

	<ul style="list-style-type: none"> they are used from a physical location not agreed by the <i>Client</i>. <p>The <i>Contractor</i> provides for acceptance by the <i>Client</i></p> <ul style="list-style-type: none"> a formal explanation for the account's misuse proposed actions to ensure that such issues do not re-occur. <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>Contractor</i> failing to meet its commitments.</p>
S 345.7	Software and Licences
S 345.7.1	The <i>Contractor</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>Contractor</i> to the <i>Client</i> .
S 345.7.2	The <i>Contractor</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.
S 345.7.3	The <i>Contractor</i> applies to the <i>Client</i> for licences to allow the <i>Contractor</i> to use certain Information Systems provided or made available by the <i>Client</i> .
S 345.8	Liaison and cooperation between <i>Client</i> and <i>Contractor</i>
S 345.8.1	The <i>Client</i> is adopting an information technology infrastructure library best practice approach for Information Communication and Technology (ICT) services. The <i>Contractor</i> demonstrates a formal approach to its ICT service management through the development of an ICT strategy and make its ICT strategy available to the <i>Client</i> .
S 345.9	Systems provided by the <i>Contractor</i> to meet <i>Client</i> and Contract Management Information Requirements
S 345.9.1	<p><u>Electronic Document and Records Management</u></p> <p>The <i>Contractor</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's</i> record policy, a copy of which can be obtained from the <i>Client</i>.</p>
S 345.9.2	<p>A reason for not accepting the proposal includes</p> <ul style="list-style-type: none"> not enabling the effective management and where applicable the disposal of records,

	<ul style="list-style-type: none"> preventing the <i>Client</i> from complying with its records management policy and other obligations inclusive of the Public Records Act 1985 (and amendments) and prevention of efficient transfer of records to the <i>Client</i>. 																		
S 345.9.3	Once accepted, the <i>Contractor</i> implements and operates an Information System for the management of electronic and physical records.																		
S 345.10	Information Systems provided by the <i>Contractor</i>																		
S 345.10.1	<p>Table 1: Information Systems as provided by the <i>Contractor</i> to fulfil the requirements of the <i>Contractor</i>'s own business and effective delivery of the contract</p> <table> <tr> <th>System</th><th>Comment</th></tr> <tr> <td>IT and Information Security Systems</td><td>The <i>Contractor</i> implements IT and Information Security systems to protect the confidentiality, integrity, and availability of this information it handles, and have those systems independently audited. The <i>Contractor</i> aligns these systems to meet the <i>Client</i>'s requirement for the service.</td></tr> <tr> <td>Quality Management System</td><td>The <i>Contractor</i> implements a quality management Information System which will ensure consistency and improvement of working practices. The <i>Contractor</i> aligns its quality management Information System to meet the quality requirement used by the <i>Client</i>.</td></tr> <tr> <td>Collaboration System</td><td>The <i>Contractor</i> fully utilises tools and software that enhance collaboration by all community partners.</td></tr> <tr> <td>Change Control System</td><td>This Information System will manage changes to processes and systems.</td></tr> <tr> <td>Human Resource Management System (HRMS)</td><td>The <i>Contractor</i> uses a HRMS to manage issues such as recruitment, skill sets, employee history and payroll.</td></tr> <tr> <td>Financial Management System (FMS)</td><td>The <i>Contractor</i> uses a FMS to produce timely in-year and year-end management and accounting information.</td></tr> <tr> <td>Project Management System</td><td>System to assist in the planning and organisation of activities in order to meet the <i>Contractor</i>'s objectives.</td></tr> <tr> <td></td><td>or any revised systems notified by the <i>Client</i>.</td></tr> </table>	System	Comment	IT and Information Security Systems	The <i>Contractor</i> implements IT and Information Security systems to protect the confidentiality, integrity, and availability of this information it handles, and have those systems independently audited. The <i>Contractor</i> aligns these systems to meet the <i>Client</i> 's requirement for the service.	Quality Management System	The <i>Contractor</i> implements a quality management Information System which will ensure consistency and improvement of working practices. The <i>Contractor</i> aligns its quality management Information System to meet the quality requirement used by the <i>Client</i> .	Collaboration System	The <i>Contractor</i> fully utilises tools and software that enhance collaboration by all community partners.	Change Control System	This Information System will manage changes to processes and systems.	Human Resource Management System (HRMS)	The <i>Contractor</i> uses a HRMS to manage issues such as recruitment, skill sets, employee history and payroll.	Financial Management System (FMS)	The <i>Contractor</i> uses a FMS to produce timely in-year and year-end management and accounting information.	Project Management System	System to assist in the planning and organisation of activities in order to meet the <i>Contractor</i> 's objectives.		or any revised systems notified by the <i>Client</i> .
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S 345.11	Current Systems provided by the <i>Client</i> to meet the contract management information requirements	
S 345.11.1	Table 2 Current Systems	
	Current Information System	Description
	Supply Chain Portal	An internet collaboration site for the <i>Client</i> and its partners
	Customer Relationship Management System (CRM)	The CRM is a Microsoft Dynamics 365 system that manages the CRM strategy to ensure long lasting relationships with the <i>Contractor's</i> customers. It acts as one central and consistent stakeholder / customer database where all interactions with stakeholders and associated tasks are managed on one platform. It is associated to the Confirm system.
	CEMAR – (Contract Event Management Analytics and Reporting)	<p>CEMAR is a cloud based NEC contract management system. It is a collaborative tool that requires the <i>Client</i> and <i>Contractor</i> to manage contract events through the system as required by good practice NEC contract management. System features include the following</p> <p style="padding-left: 40px;">contract event management through registers e.g. early warnings, Compensation Events, <i>Client</i> Instructions and more, application for payments / Invoices, technical queries and Defect management and general communications.</p> <p>Multiple in-built reports and charts and graphs proving reports and dashboards across one or multiple contracts to allow effective management of contracts through outputs on communication behaviour, cost, quality, risk and time.</p>
	Highways Accident Reporting Tool (HART)	The HART incident reporting, allowing the completion of a single incident report online, which can be submitted to several organisations.
S 345.12	New Systems to be used by the <i>Contractor</i> when made available	

S 345.12.1	<table border="1"> <tr> <th colspan="2" data-bbox="459 206 675 262">Table 3 New Systems</th></tr> <tr> <th data-bbox="459 262 675 383">New Information System</th><th data-bbox="675 262 1449 383">Description</th></tr> <tr> <td data-bbox="459 383 675 535">Financial System</td><td data-bbox="675 383 1449 535">The <i>Client's</i> new finance and accounting Information System which supports major business transaction processing requirements.</td></tr> <tr> <td data-bbox="459 535 675 698">Emergency Services Network (ESN)</td><td data-bbox="675 535 1449 698">ESN will provide 'next generation integrated critical voice and broadband data services' and will replace Airwave.</td></tr> <tr> <td data-bbox="459 698 675 862">Green Claims</td><td data-bbox="675 698 1449 862">System to enable the electronic submission of Green Claims information.</td></tr> <tr> <td data-bbox="459 862 675 1061">Performance Management Information System</td><td data-bbox="675 862 1449 1061">The <i>Client</i> may introduce a Performance Management Information System (PMIS) or other system for recording and reporting against the relevant requirements. When/ if provided, the <i>Contractor</i> provides performance data directly into the PMIS.</td></tr> <tr> <td data-bbox="459 1061 675 1346">Finance and Works Management System (PB Confirm)</td><td data-bbox="675 1061 1449 1346"> <p>The <i>Client</i> intends to introduce a Finance and Works Management System which will be used to raise and manage works orders.</p> <p>The <i>Contractor</i> uses the system and provides such information to the <i>Client</i> as required to evidence the service provided and costs incurred to Provide the Service.</p> </td></tr> </table>	Table 3 New Systems		New Information System	Description	Financial System	The <i>Client's</i> new finance and accounting Information System which supports major business transaction processing requirements.	Emergency Services Network (ESN)	ESN will provide 'next generation integrated critical voice and broadband data services' and will replace Airwave.	Green Claims	System to enable the electronic submission of Green Claims information.	Performance Management Information System	The <i>Client</i> may introduce a Performance Management Information System (PMIS) or other system for recording and reporting against the relevant requirements. When/ if provided, the <i>Contractor</i> provides performance data directly into the PMIS.	Finance and Works Management System (PB Confirm)	<p>The <i>Client</i> intends to introduce a Finance and Works Management System which will be used to raise and manage works orders.</p> <p>The <i>Contractor</i> uses the system and provides such information to the <i>Client</i> as required to evidence the service provided and costs incurred to Provide the Service.</p>
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Emergency Services Network (ESN)	ESN will provide 'next generation integrated critical voice and broadband data services' and will replace Airwave.														
Green Claims	System to enable the electronic submission of Green Claims information.														
Performance Management Information System	The <i>Client</i> may introduce a Performance Management Information System (PMIS) or other system for recording and reporting against the relevant requirements. When/ if provided, the <i>Contractor</i> provides performance data directly into the PMIS.														
Finance and Works Management System (PB Confirm)	<p>The <i>Client</i> intends to introduce a Finance and Works Management System which will be used to raise and manage works orders.</p> <p>The <i>Contractor</i> uses the system and provides such information to the <i>Client</i> as required to evidence the service provided and costs incurred to Provide the Service.</p>														
S 346 Information Security															
S 346	Security Plan														
S 346.1	<p>The <i>Contractor</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>Contractor</i> includes the security plan in its quality management system. The security plan complies with the requirements of "ISO/IEC 27001" and "ISO/IEC 27002" (see links in Annex 02) and includes procedures which ensure compliance with the Data Protection Legislation,</p> <ul style="list-style-type: none"> • protect information against accidental, unauthorised or unlawful processing, destruction, loss, damage or disclosure of Personal Data, • ensure that unauthorised persons do not have access to Personal Data or to any equipment used to process Personal Data, • protect IT systems from viruses and similar threats, 														

	<ul style="list-style-type: none"> provide for disaster recovery, and in particular ensure that the Personal Data is safely backed-up and provide for the vetting of its employees and subcontractors' staff in accordance with the <i>Client's</i> staff vetting procedures.
S 346.2	The <i>Contractor</i> provides training for its employees and subcontractors in accordance with the security plan.
S 346.3	The <i>Contractor</i> does not use any confidential or proprietary information provided to or acquired by it for any purpose other than to Provide the Service. The <i>Contractor</i> implements measures to prevent the disclosure of such information by its employees or subcontractors.
S 346.4	The <i>Client's</i> security policy is set out in the IMS (see link in Annex 02).
S 346.5	On the end of the <i>service period</i> , termination or if requested by the <i>Client</i> , the <i>Contractor</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.
S 346.6	<p>Where the <i>Contractor</i> obtains or collects Personal Data on behalf of the <i>Client</i>, the <i>Contractor</i></p> <ul style="list-style-type: none"> 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 where applicable, obtains all necessary consents for the processing of Personal Data.
S 346.7	A failure to comply with this section is treated as a substantial failure by the <i>Contractor</i> to comply with the contract.
S 346.10	Data Collection System
S 346.10.1	The <i>Contractor</i> captures all costs within a data collection system identified by the <i>Client</i> in work breakdown structure (WBS) form as a minimum for use on the contract in respect of applications for payment.
S 346.10.2	If the <i>Client's</i> minimum requirements for the <i>Contractor's</i> data collection system are not met, the <i>Contractor</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's</i> requirements.
S 346.10.3	Not used.
S 346.11	Data Handling Requirements
S 346.11.1	<p>The <i>Contractor</i> complies with the <i>Client's</i> data handling policy (see link in Annex 02) when working on the <i>Client's</i> systems or handling the <i>Client's</i> data.</p> <p>Prior to processing personal data on behalf of the <i>Client</i>, the <i>Contractor</i> submits a security plan to the <i>Client</i> for acceptance that complies with the requirements of ISO/IEC 27001 and ISO/IEC 27002.</p>
S 346.11.2	A system on which the <i>Contractor</i> holds any <i>Client's</i> data, including back-up data, is a secure system that complies with the security policy.
S 346.12	Breach of Security
S 346.12.1	<p>"Breach of security" is the occurrence of</p> <ul style="list-style-type: none"> 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> Information Systems (to the extent that it is under the control of the <i>Contractor</i>) and/or any IT, information or data (including the confidential information and the <i>Client</i> Data) used by the <i>Client</i> and/or the <i>Contractor</i> in connection with the contract or the loss (physical or otherwise), corruption and/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> and/or the <i>Contractor</i> in connection with the contract.
S 346.12.2	<p>The <i>Contractor</i> develops and maintains a Security Incident management and reporting policy in accordance with the Customer's 'Information Security Incident Management Requirements' (see link in Annex 02) and ISO 27001. The <i>Contractor</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>Contractor</i> becoming aware of the Incident).</p>
S 346.12.3	<p>The Security Incident management process (see link in Annex 02), as a minimum, requires the <i>Contractor</i> upon becoming aware of a breach of security or an attempted breach of security to</p> <ul style="list-style-type: none"> 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)

	<p>necessary to minimise the extent of actual or potential harm caused by such breach of security,</p> <ul style="list-style-type: none"> • 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, • 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>Contractor</i>, if the mitigation adversely affects the <i>Contractor's</i> ability to Provide the Service so as to meet any performance indicator, the <i>Contractor</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 service provider and • prevent a further breach of security or attempted breach of security in the future exploiting the same root cause failure, • 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>.
S 346.12.4	<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 the risk management with the Baseline Personnel Security standard outlined in the HMG SPF or the contract, then such action and any required change to the Information System or risk management will be completed by the <i>Contractor</i> at no cost to the <i>Client</i>.</p>
S 347 Quality Management	
Quality management system	
S 347.1	<p>The <i>Contractor</i> complies with and operates management systems as follows</p> <ul style="list-style-type: none"> • a quality management system complying with "ISO 9001 - Quality Management" and "ISO 9004 - Quality Management", • a Quality Plan that follows the guidelines contained in ISO 10005-"Guidelines for Quality Plans" and GG102-"Quality Management Systems for Highways Works", • a formal health and safety management system which complies with "ISO 45001 – Occupational Health and Safety" or another equivalent and relevant standard accepted by the <i>Client</i>, • operates a health and safety management system that aligns to

	<p>“HSG65 – Managing for Health & Safety”</p> <ul style="list-style-type: none"> • an environmental management system complying with “ISO 14001 – Environmental Management Systems” and • a risk management system and processes that follow the guidelines contained in “ISO 31000 – Risk Management” <p>(see links in Annex 02).</p>
S 347.2	Not used.
S 347.3 Quality Plan	
S 347.3.1	The Quality Plan incorporates the Quality Submission and is sufficiently detailed to demonstrate how the <i>Contractor</i> achieves each of the Tender Commitments and meets the <i>Client’s</i> objectives for the contract.
S 347.3.2	The <i>Contractor</i> keeps a controlled copy of the Quality Plan available for inspection at all times by the <i>Client</i> and its representatives.
S 347.3.3	The <i>Contractor’s</i> Quality Plans are compliant with “ISO 10005 – Guidelines for Quality Plans” and “GG102 – Quality Management Systems for Highways Works”.
S 349.4 Audit and Nonconformities	
S 349.4.1	The <i>Contractor</i> carries out a programme of internal audits in accordance with the requirements of ISO 9001 (see link in Annex 02).
S 349.4.2	The <i>Client</i> may carry out audits of the <i>Contractor’s</i> quality management system from time to time.
S 349.4.3	The <i>Contractor</i> allows access at any time within working hours to any place where it or any subcontractor (at any stage of remoteness from the <i>Contractor</i>), carries out any work that relates to the contract for the <i>Client</i> to carry out audits, to inspect work and materials and generally to investigate whether the <i>Contractor</i> is Providing the Service in accordance with the contract.
S 349.4.4	The <i>Contractor</i> provides all facilities and assistance necessary to allow such audits and inspections to be carried out.
S 349.4.5	Following identification of a Nonconformity the <i>Contractor</i> submits within three working days, a Nonconformity report covering

	<ul style="list-style-type: none"> • the unique reference for the Nonconformity, • a brief description stating which requirement is not being fulfilled and in what way, • the effect both current and potential, and • the likely cause i.e. what aspect of the Quality Plan or compliance with the Quality Plan is not functioning properly.
S 349.4.7	<p>Following submission of a Nonconformity report the <i>Contractor</i> submits within 2 weeks to the <i>Client</i> for acceptance, a Corrective Action plan covering</p> <ul style="list-style-type: none"> • the unique reference of the Nonconformity, • description – this could be as per the Nonconformity report or expanded, • details of the Corrective Action proposed, • categorisation of the Nonconformity into high, medium or low risk, • for high and medium risk, an analysis of the root cause(s) of the Nonconformity commensurate with risk i.e. what is the evidence-based underlying truth about what is causing the Nonconformity to occur, • what aspect of the Quality Plan needs to be addressed i.e. which of the <i>Contractor's</i> processes is not performing as required, • what the Corrective Action will address, for example- is it a process design that needs changing or is it an execution issue (i.e. that requires additional training, tools etc.), • for high and medium risk, a detailed action plan, commensurate with risk, with planned correction date and milestones – the plan should contain named individuals for the actions and for high risk the plan should nominate the relevant executive process owner from the <i>Contractor</i> to take overall accountability for the plan. A brief action plan is required for low risk, • method of reporting progress to the <i>Client</i>, • the method to be used to confirm successful correction of the Nonconformity to allow that to be recorded on the Quality Management Point register. Any envisaged circumstance that will allow the <i>Client</i> to confirm the correction and • adjustments to be made to the Quality Management System in order to prevent recurrence of the Nonconformity.
S 349.4.8	<p>The <i>Contractor</i> keeps an up to date register of Nonconformities covering</p> <ul style="list-style-type: none"> • the unique reference, • date of identification,

	<ul style="list-style-type: none"> • identification method for example through performance management, by testing or by audit etc., • date of Corrective Action plan, • date Nonconformity corrected (i.e. confirmed as such by the <i>Client</i>), • traffic light type notation, <ul style="list-style-type: none"> o red – indicates Nonconformity identified but no Corrective Action plan prepared – also where Corrective Action not completed by planned date, o amber – Corrective Action plan prepared and action in progress and within planned parameters, o green – Corrective Action complete and accepted by the <i>Client</i>. <p>The <i>Contractor</i> enters the Nonconformity onto the register within three working days from its identification.</p>
S 349.4.9	The <i>Contractor</i> does not begin any Corrective Action(s) to address the nonconformity until the <i>Client</i> has accepted its proposals.
S 349.4.10	<p>Within one week of the <i>Contractor</i> submitting the proposed Corrective Action plan for acceptance, the <i>Client</i> either accepts the proposal or notifies the <i>Contractor</i> of its reason for not accepting it.</p> <p>A reason for not accepting the proposed action plan is that</p> <ul style="list-style-type: none"> • it does not adequately specify actions required to ensure that nonconformities do not recur, • it does not comply with the contract, • the time for completing the Corrective Action is unreasonable or • it hinders the <i>Client</i> or others.
S 349.4.11	If the <i>Client</i> does not accept the proposed action plan, the <i>Contractor</i> submits a revised proposal to the <i>Client</i> for acceptance within one week.
S 349.4.12	The <i>Contractor</i> corrects Nonconformities and takes action to eliminate the causes of actual or potential nonconformities within a time which minimises the adverse effect on the <i>Client</i> or others and in any event before carrying out any operation the same or similar as that in respect of which the Nonconformity occurred.
S 349.4.13	The <i>Contractor</i> notifies the <i>Client</i> when the proposed actions have been taken and provides with his notification verification that the defective part of the <i>service</i> has been corrected.
S 349.4.14	A failure to comply with this section is treated as a substantial failure by the <i>Contractor</i> to comply with the contract.

S 350 Deed of Novation

S 350.1	If agreed by the <i>Client</i> , when the <i>Contractor</i> wishes to novate the contract to another contractor, it executes a novation agreement in the form specified in the Scope (or such other form as the <i>Client</i> may reasonably require).
S 350.2	<p>If the new contractor is a non-English or Welsh registered, the <i>Contractor</i> gives the <i>Client</i> a legal opinion in support of the new contractor. The legal opinion requirements are set out in section S 369 (Legal Opinion). The legal opinion is given, signed and issued by an independent regulated legal firm which is</p> <ul style="list-style-type: none"> • independent of the proposed New Contractor (as defined in the novation deed), the <i>Contractor</i>, Consortium Members, Guarantors and alternative guarantors, • qualified and registered to practise in the jurisdiction in which the relevant entity is incorporated and • agreed by the <i>Client</i>.

S 351 Reporting of Small and Medium Enterprises

S 351.1

For each Small, Medium and Micro Enterprise (SME) employed on the contract, as defined in the table below

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

the *Contractor* reports to the *Client* each quarter from the *starting date* until the end of the *service period*

- the name of the SME,
- the class 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 *starting date*.

S 351.2

The *Contractor* acknowledges that the *Client* may

	<ul style="list-style-type: none"> publish the information supplied under this section, along with the <i>Contractor's</i> name and the name of the contract and pass the information supplied under this section S 351 to any government department who may then publish it along with the names of the SMEs, the <i>Contractor's</i> name or the contract.
S 351.3	<p>The <i>Contractor</i> ensures that the conditions of contract for each subcontractor (at any stage of remoteness from the <i>Client</i>) who is an SME include</p> <ul style="list-style-type: none"> a term allowing the <i>Client</i> to publish the information supplied under this section and obligations similar to those set out in this section.
S 352 Performance measurement	
S 352.1	<p>The <i>Client</i> uses the current version of the 'Collaborative Performance Framework' (CPF) (see link an Annex 02) as provided by the <i>Client</i> in order to accurately measure its performance. The <i>Contractor</i> follows the processes set out in the "Guidance" sheet within the CPF toolkit and the relevant guidance documentation on the Supply Chain Portal, in relation to the use of performance scores to drive improved performance.</p>
S 352.2	<p>The <i>Contractor</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 framework by proposing and developing ways in which improvements can be made to the CPF.</p>
S 352.3	<p>The scores recorded by the <i>Contractor</i> against each CPF indicator are submitted to the <i>Client</i> for moderation. Once moderated, the <i>Contractor</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 (see link in Annex 02).</p> <p>The first CPF covers months 1-3 from the <i>starting date</i>, and are thereafter submitted quarterly.</p>
S 353 Performance Review	
S 353.1	<p>The <i>Contractor</i> undertakes a performance review addressing all aspects of performance on a quarterly basis, or as instructed by the <i>Client</i>, in accordance with the CPF.</p>
S 353.2	<p>The Performance Level is 6 and is measured in accordance with the CPF.</p>
S 353.3	<p>Where the <i>Contractor's</i> performance is below the Performance Level, this is treated as a substantial failure by the <i>Contractor</i> to comply with the contract.</p>

S 353.4	The <i>Client</i> leads additional annual reviews to assess all aspects of <i>Contractor</i> performance and trends in performance indicators. The <i>Contractor</i> assists any additional reviews as requested by the <i>Client</i> .
S 354 Format of Records	
S 354.1	<p>The <i>Contractor</i> ensures that records are created and maintained in an acceptable format to the <i>Client</i> such as</p> <ul style="list-style-type: none"> • scanned electronic image (Acrobat .pdf), • editable electronic document (Microsoft Word), • editable electronic spreadsheet (Microsoft Excel), • editable vectorised drawing format (.dwg AutoCAD format or equivalent), • graphic electronic image in compressed (.jpg) format or • other formats compatible with the <i>Client</i>'s "Information Systems" set out in section S 345, reference documents or guidance manuals as agreed with the <i>Client</i>.
S 354.2	The <i>Contractor</i> undertakes translation of existing records into an accepted format when instructed by the <i>Client</i> .
S 354.3	The <i>Contractor</i> may from time to time agree with the <i>Client</i> alternative acceptable formats in which the <i>Contractor</i> maintains records, taking into account any advances and other developments in information systems. The <i>Contractor</i> implements any changes as agreed with the <i>Client</i> .
S 355 Documents	
S 355.1	The <i>Contractor</i> provides the <i>Client</i> with records of each removal event completed in the previous 12 months on the anniversary of the <i>starting date</i> .
S 355.6 Handover between contractors	
S 355.6.1	If required, the <i>Contractor</i> arranges for the receipt through the <i>Client</i> of all information relating to the <i>service</i> from the contractor previously appointed for the delivery or procurement of the <i>service</i> or otherwise.
S 355.6.2	If required, the <i>Contractor</i> arranges for the transfer through the <i>Client</i> of all information relating to the <i>service</i> to the contractor subsequently appointed for the delivery or procurement of the <i>service</i> or otherwise.

S 356 Records and audit access

S 356.1	The <i>Contractor</i> keeps documents and information obtained or prepared by the <i>Contractor</i> or any subcontractor in connection with the contract for a period of 12 years after the end of the <i>service period</i> .
S 356.2	The <i>Contractor</i> permits the <i>Client</i> and the Comptroller and Auditor General to examine documents held or controlled by the <i>Contractor</i> or any subcontractor (at any stage of remoteness from the <i>Client</i>).
S 356.3	The <i>Contractor</i> provides such oral or written explanations as the <i>Client</i> or the Comptroller and Auditor General considers necessary.
S 356.4	This section does not constitute a requirement or agreement for the purposes of section 6(3)(d) of the “National Audit Act 1983” (see link in Annex 02) for the examination, certification or inspection of the accounts of the <i>Contractor</i> .
S 356.5	Not used.

S 357 Provision of Price Information

S 357.1	<p>The outline requirements for cost capture are detailed below.</p> <p>Data to be supplied by the <i>Contractor</i> after the <i>starting date</i> includes</p> <ul style="list-style-type: none"> • a bill of quantities structured and coded to the latest “Work Breakdown Structure” (see link in Annex 02) with a six-column split (staff, labour, plant and materials, equipment, subcontract and other), • resource rate build ups and schedules, • subcontractor comparison sheets, • clause 31 plan in a format agreed with the <i>Client</i> and • <i>Contractor’s</i> rate card.
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S 358 Subcontracting

S 358.1	Not used.
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S 359 Restrictions of requirements for subcontracting

S 359.1	Except as required by the operational requirements of a Category Purchase Agreement, or where a competitively awarded pre-existing contract for such works, supplies or services exists, or where the subcontractor was named and agreed in writing as part of the tendering process leading to the award of the main contract, the <i>Contractor</i> obtains a minimum of three (3) competitive written quotations for the appointment of any subcontractor or supplier for
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	works/ services with a subcontract value in excess of £10,000.00 (ten thousand pounds).
S 359.2	The <i>Contractor</i> includes a provision in all subcontracts stating that retention is not deducted from any amount due to the subcontractor and procures that its subcontractors and subcontractors (at any stage of remoteness from the <i>Client</i>) do the same.
S 359.3	The <i>Contractor</i> ensures that all subcontractors (at any stage of remoteness from the <i>Client</i>) who satisfy the requirements at S 359.1 are given the opportunity to become Named Suppliers.
S 359.4	The <i>Contractor</i> may propose to the <i>Client</i> that a subcontractor (at any stage of remoteness from the <i>Client</i>) is not a Named Supplier. A reason for not accepting the <i>Contractor's</i> proposal is that it is practicable for the subcontractor (at any stage of remoteness from the <i>Client</i>) to be a Named Supplier.
S 359.5	The <i>Contractor</i> ensures that all subcontracts with subcontractors (at any stage of remoteness from the <i>Client</i>) (that are not competitively awarded pre-existing agreements) use an NEC form of contract and that any subcontracts with subcontractors (at any stage of remoteness from the <i>Client</i>) have terms and conditions that align with the contract.
S 359.6	The <i>Contractor</i> may propose to the <i>Client</i> that a subcontract used to appoint a subcontractor (at any stage of remoteness from the <i>Client</i>) is not a NEC form of contract. The <i>Contractor</i> does not appoint a subcontractor (at any stage of remoteness from the <i>Client</i>) using a contract form other than NEC unless the <i>Client</i> has accepted the <i>Contractor's</i> proposal. A reason for not accepting the <i>Contractor's</i> proposal is that it is practicable for the subcontract to be an NEC form.
S 359.7	<p>The <i>Contractor</i> submits the proposed</p> <ul style="list-style-type: none"> Contract Data and Scope if an NEC form of contract is used or the full subcontract if an NEC form is not used <p>for each subcontract of a subcontractor (at any stage of remoteness from the <i>Client</i>) to the <i>Client</i> for acceptance. A reason for not accepting the Contract Data and Scope or the full subcontract (as the case applies) is</p> <ul style="list-style-type: none"> it does not comply with the obligations of the contract, it does not align with the risk transfer of the contract or in the opinion of the <i>Client</i>, it has too high a risk transfer to the proposed subcontractor.
S 359.8	The <i>Contractor</i> ensures that any subcontract of a subcontractor (at any stage of remoteness from the <i>Client</i>) is capable of being novated to a

	replacement contractor.
S 359.9	The <i>Contractor</i> may propose to the <i>Client</i> that a subcontract of a subcontractor (at any stage of remoteness from the <i>Client</i>) is not capable of being novated to a replacement contractor. The <i>Contractor</i> does not award such a subcontract that is not capable of being novated to a replacement contractor unless the <i>Client</i> has accepted the <i>Contractor's</i> proposal. A reason for not accepting the <i>Contractor's</i> proposal is that it is practicable for the subcontract to be novated to a replacement contractor.
S 359.10	When requested by the <i>Client</i> , the <i>Contractor</i> executes or procures that the relevant subcontractors (at any stage of remoteness from the <i>Client</i>) executes, an agreement in the form the <i>Client</i> may reasonably require to novate the benefit and burden of a subcontract to a replacement contractor.
S 360 Criteria for the submission and award of a subcontract	
S 360.1	The <i>Contractor</i> awards any subcontract on the basis of the most economically advantageous tender (within the meaning of the Public Contracts Regulations 2015 and the Treaty on the Functioning of the European Union (TFEU)) following a fair, transparent and competitive process proportionate to the nature and value of the subcontract. The <i>Contractor</i> conducts the financial assessment of any subcontract tenders on a whole life cost basis.
S 360.2	The <i>Contractor</i> submits the proposed assessment criteria, assessment methodology and scoring methodology for any proposed subcontract to the <i>Client</i> for acceptance before advertising any proposed subcontract.
S 360.3	A reason for the <i>Client</i> not accepting the submission is that the proposed assessment criteria, assessment methodology or scoring methodology <ul style="list-style-type: none"> • are not transparent (as defined in the Public Contracts Regulations 2015), • do not allow equal treatment of all tenderers (as defined in the Public Contracts Regulations 2015) or • do not comply with the contract.
S 360.4	Before advertising any proposed subcontract, the <i>Contractor</i> submits to the <i>Client</i> for acceptance <ul style="list-style-type: none"> • the proposed subcontract in full and • a report demonstrating how the proposed subcontract meets all the obligations and requirements for a subcontract under the contract.
S 360.5	A reason for the <i>Client</i> not accepting the proposed subcontract is that it does not meet the obligations or requirements of the contract.

S 360.6	<p>The <i>Contractor</i> submits to the <i>Client</i> for acceptance the name of the proposed subcontractor and a report demonstrating</p> <ul style="list-style-type: none"> • how the proposed appointment complies with the contract, • how the proposed subcontractor demonstrates and meets the assessment criteria and • how the assessment methodology and scoring methodology have been complied with.
S 360.7	<p>A reason for the <i>Client</i> not accepting the proposed appointment of a subcontractor is that</p> <ul style="list-style-type: none"> • the tender assessment does not comply with the accepted assessment methodology or scoring methodology, • the tender assessment does not demonstrate how the subcontractor meets the assessment criteria, • the subcontractor's appointment does not allow the <i>Contractor</i> to Provide the Service or • the subcontractor's appointment does not comply with the contract.
S 360.8	<p>In procuring all subcontracts, the <i>Contractor</i> takes into account compliance by the subcontractor with</p> <ul style="list-style-type: none"> • health and safety legislation, • welfare legislation or • employment legislation, • environmental outcomes including <ul style="list-style-type: none"> • the minimisation of carbon embodied and emitted in the materials or products supplied and services performed to Provide the Service, • sustainable sourcing of materials and • the aesthetic design of products • social value including <ul style="list-style-type: none"> • the social integration of disadvantaged workers or members of vulnerable groups among the staff performing the contract and used to Provide the Service, such as the long-term unemployed (defined as people who have been unemployed for 12 months or more) and • the subcontractor's commitment to provide training in the skills needed to perform any subcontract or to Provide the Service, such as the hiring of apprentices and

	<ul style="list-style-type: none"> the whole life cost and cost-effectiveness of any materials or products used in or to Provide the Service, including the cost (measured over the lifecycle of the material or product in question) of <ul style="list-style-type: none"> transport or transportation, insurance, assembly and construction, disposal and use, including <ul style="list-style-type: none"> the cost of energy and other resources, maintenance costs and costs associated with environmental impacts, including the cost of any emissions in its production or manufacture, recycling and disposal. the interests of stakeholders affected by the service including <ul style="list-style-type: none"> delays or inconvenience to road users and environmental impacts to residents.
S 361 Structural Steelwork	
S 361.1	Not used.
S 362 Criteria for the submission and award of a Relevant Subcontract	
S 362.1	Not used.
S 363 Other specific requirements and constraints	
S 363.1	Not used.
S 364 Acceptance procedures	
S 364.1	Not used.
S 365 Contracts Finder	
S 365.1	The requirements of this section S 365 do not apply to subcontracts placed under a Category Purchase Agreement.
S 365.2	Where the forecast amount due to be paid to the <i>Contractor</i> is £5,000,000 or more per annum at the <i>starting date</i> , the <i>Contractor</i>

	<ul style="list-style-type: none"> • subject to paragraphs S365.4, S365.5 and S365.6, advertises on Contracts Finder all subcontract opportunities arising from or in connection with Providing the Service above a minimum threshold of £25,000 that arise before the end of the <i>service period</i>, • within 90 days of awarding a subcontract to a subcontractor (at any stage of remoteness from the <i>Client</i>) updates the notice on Contracts Finder with details of the successful subcontractor, • monitors the number, type and value of the subcontract opportunities placed on Contracts Finder advertised and awarded in its supply chain prior to the end of the <i>service period</i> and provides reports on this information to the <i>Client</i> in the format and frequency as reasonably specified by the <i>Client</i> and • promotes Contracts Finder to its suppliers and encourages those organisations to register on Contracts Finder. <p>The calculation of £5,000,000 or more per annum in this section is in accordance with footnote 1 to PPN 01/18 (see link in Annex 02) based on an advertised contract value, averaged over the life of the contract.</p>
S 365.3	Each advert referred to in paragraph S 365.2 provides a full and detailed description of the subcontract opportunity with each of the mandatory fields being completed on Contracts Finder by the <i>Contractor</i> .
S 365.4	The obligation at paragraph S 365.2 only applies in respect of subcontract opportunities arising after the Contract Date.
S 365.5	The <i>Contractor</i> may propose to the <i>Client</i> for acceptance, that a specific subcontract opportunity is not advertised on Contracts Finder. The <i>Contractor</i> provides a detailed reason for not advertising the specific subcontract opportunity. The <i>Contractor</i> provides further detail when requested by the <i>Client</i> to assist his consideration. If accepted by the <i>Client</i> , the <i>Contractor</i> is relieved from advertising that subcontract opportunity on Contracts Finder.
S 365.6	Not used.
S 366 Prompt Payment	
S 366.1	<p>The <i>Contractor</i> includes in the subcontract with each subcontractor (at any stage of remoteness from the <i>Client</i>)</p> <ul style="list-style-type: none"> • a requirement that payment is made within a specified period not exceeding 30 days from and including the date of receipt of the subcontractor's application for payment (save that the amount payable in respect of that application shall be subject to a valid payment notice (or valid pay less notice where appropriate) as required by the Housing Grants, Construction and Regeneration Act 1996 (as amended),

	<ul style="list-style-type: none"> • a requirement that any invoices for payment submitted by the subcontractor are considered and verified by the <i>Contractor</i>, or (in respect of any subcontract below the first tier) the payer under the relevant subcontract, in a timely manner and that any undue delay in doing so will not in itself be sufficient justification for failing to treat an invoice as being valid and undisputed under the subcontract requirements and • a provision requiring the subcontractor to assess the amount due to a subcontractor (at any stage of remoteness from the <i>Client</i>) without taking into account the amount paid to the <i>Contractor</i>, or (in respect of any subcontract below the first tier) the payer under the relevant subcontract.
S 366.2	<p>The <i>Contractor</i> notifies non-compliance with the timescales for payment</p> <ul style="list-style-type: none"> • to the <i>Client</i> and • through the UK government's Public Procurement Review Service (formerly known as the Mystery Shopper Service) (see link in Annex 02). <p>The <i>Contractor</i> includes this provision in each subcontract and requires subcontractors (at any stage of remoteness from the <i>Client</i>) to include the same provision in each subcontract with the intention that all subcontractors (at any stage of remoteness from the <i>Client</i>) include the same provision.</p>
S 367 Advertising subcontracts in accordance with the Public Contract Regulations 2015	
S 367.1	<p>The <i>Contractor</i> ensures that any subcontracts for the elements of the <i>service</i> advised by the <i>Client</i> in accordance with paragraph S 359.1 are</p> <ul style="list-style-type: none"> • procured in full compliance with the Public Contracts Regulations 2015, or its replacement, (the "Public Contracts Regulations"), and • are capable of being novated to the <i>Client</i> or another.
S 367.2	<p>When requested by the <i>Client</i>, the <i>Contractor</i> procures that the relevant subcontractor executes an agreement in the form the <i>Client</i> may reasonably require to novate the benefit and burden of a subcontract to the <i>Client</i> or a replacement contractor.</p>
S 367.3	<p>The <i>Contractor</i> may use the <i>Client's</i> e-tendering system to procure any subcontract required by this section. The <i>Client</i> arranges for advice and support on the use of the <i>Client's</i> e-tendering system.</p>
S 367.4	<p>The <i>Contractor</i> provides to the <i>Client</i> draft procurement documents (as defined in the Public Contract Regulations) for acceptance. A reason for the <i>Client</i> not accepting the draft procurement documents is that they</p> <ul style="list-style-type: none"> • do not comply with the "Public Contract Regulations", any case law or any "EU Regulations",

	<ul style="list-style-type: none"> do not comply with or meet the requirements of the contract, in the opinion of the <i>Client</i>, would place an unacceptable burden upon the <i>Client</i> (should the subcontract be novated to the <i>Client</i>) or do not enable the <i>Contractor</i> to Provide the Service.
S 367.5	The <i>Contractor</i> does not publish any procurement documents until the <i>Client</i> has accepted them.
S 368 Parent Company Guarantee	
S 368.1	If the <i>Contractor</i> is required to provide a Parent Company Guarantee, it is provided in the form set out in Annex 16 . If the entity that is required to provide the Parent Company Guarantee is a company not registered in England or Wales under the Companies Act 2006, the <i>Contractor</i> provides a legal opinion in support of a Parent Company Guarantee.
S 368.2	<p>Any legal opinion provided by the <i>Contractor</i> in support of</p> <ul style="list-style-type: none"> a Parent Company Guarantee from an Alternative Guarantee from a form of alternative guarantee from Form of Performance Security as set out in Annex 19 (or an alternative form of bond or security agreed by the <i>Client</i>) from or a novation to a proposed new contractor which is <p>a company not incorporated in and subject to the laws of England and Wales includes (among others) the following matters</p> <ul style="list-style-type: none"> the requirements of clause Z11, confirmation that <ul style="list-style-type: none"> 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, the Controller has full power to execute, deliver, enter into and perform its obligations under the Parent Company Guarantee, 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, execution by the proposed signatories in accordance with the method of execution proposed will constitute valid execution by the Controller, 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"> ▪ the constitutional documents of the Controller, ▪ any provision of the laws of the jurisdiction in which it is incorporated, ▪ any order of any judicial or other authority in the jurisdiction in which it is incorporated or ▪ any mortgage, contract or other undertaking which is binding on the Controller or its assets, <ul style="list-style-type: none"> ○ (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 by the courts in the jurisdiction in which the Controller is incorporated, ○ a judgment obtained in the courts of England and Wales in respect of the Agreement would be enforced by the courts in the jurisdiction in which the Controller is incorporated without re- examination of the merits of the case and ○ the choice of English law as the governing law of the Parent Company Guarantee would be upheld as a valid choice of law by the courts in the jurisdiction in which the Controller is incorporated, <ul style="list-style-type: none"> • 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, • 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, • 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 • confirmation that the Controller and its assets are not entitled to immunity from suit, pre-judgment attachment or restraint or enforcement of a judgment on grounds of sovereignty or otherwise in the courts of England and jurisdiction of the Controller in respect of proceedings against it in relation to the Parent Company Guarantee and • the legal opinion can be provided and disclosed to the following Authority parties (on a non-reliance basis) <ul style="list-style-type: none"> ○ the Department for Transport, ○ the Cabinet Office, ○ the HM Treasury, ○ the <i>Client's</i> professional advisers, auditors and insurers and ○ any person required pursuant to any applicable law, their officers and directors as applicable.
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S 368.3	Where a legal opinion is being given for an alternative guarantor, bank or other surety provider the requirements are to be read as <ul style="list-style-type: none"> references to the word to "Controller" are substituted with "alternative guarantor", "bank" or "surety provider" as applicable.
S 368.4	Where a legal opinion is being given for an Alternative Guarantee or Form of Performance Security (or an alternative form of bond or security agreed by the <i>Client</i>) the requirements are to be read as <ul style="list-style-type: none"> references to the words " the Parent Company Guarantee " are substituted with "Alternative Guarantee" or "Form of Performance Security" (or an alternative form of bond or security agreed by the <i>Client</i>)" as applicable.
S 368.5	Where a legal opinion is being given in relation to a novation of the contract the requirements are to be read as <ul style="list-style-type: none"> references to the word to "Controller" are substituted with "proposed New Contractor" (all as defined in the contract (including the novation deed)) as applicable and all references to "Parent Company Guarantee" are substituted with "the contract" as applicable.
S 368.6	Where a legal opinion is being given in relation to the <i>Contractor</i> or Consortium Member the requirements are to be read as <ul style="list-style-type: none"> references to the word to "Controller" are substituted with <i>Contractor</i> or Consortium Member as applicable and all references to "a Parent Company Guarantee" or "the Parent Company Guarantee" are substituted with "the contract" as applicable.
S 368B Novation of contract to a replacement <i>Contractor</i>	
S 368B.1	If agreed by the <i>Client</i> , when the <i>Contractor</i> wishes to novate the contract to another contractor, it executes a novation agreement in the form specified in the Scope as set out in Annex 13 and Annex 14 (or such other form as the <i>Client</i> may reasonably require).
S 368B.2	If the proposed new contractor is not a company incorporated in and subject to the laws of England and Wales, the <i>Contractor</i> gives the <i>Client</i> a legal opinion in support of the new contractor. The legal opinion requirements are set out in section S 369 (Legal Opinion). The legal opinion is given, signed and issued by an independent regulated legal firm which is

	<ul style="list-style-type: none"> • independent of the proposed New Contractor (as defined in the novation deed), the <i>Contractor</i>, Consortium Members, Guarantors and alternative guarantors, • qualified and registered to practise in the jurisdiction in which the relevant entity is incorporated and • agreed by the <i>Client</i>.
S 369 Legal Opinion	
S 369.1	<p>Any legal opinion provided by the <i>Contractor</i> in support of a Parent Company Guarantee from a non-UK registered company includes (among others) the following matters</p> <ul style="list-style-type: none"> • is addressed to the <i>Client</i> on a full reliance basis, • the liability of the lawyers giving the opinion must not be subject to any exclusion or limitation of liability, • confirmation that <ul style="list-style-type: none"> ○ 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, ○ the Controller has full power to execute, deliver, enter into and perform its obligations under the Parent Company Guarantee, ○ 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, ○ execution by the proposed signatories in accordance with the method of execution proposed will constitute valid execution by the Controller, ○ 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"> ▪ the constitutional documents of the Controller, ▪ any provision of the laws of the jurisdiction in which it is incorporated, ▪ any order of any judicial or other authority in the jurisdiction in which it is incorporated, or ▪ any mortgage, contract or other undertaking which is binding on the bidder or its assets and ○ (assuming that it is binding under English law) the Parent Company Guarantee constitutes legal, valid and binding

	<p>obligations of the Controller enforceable in accordance with its terms,</p> <ul style="list-style-type: none"> 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, 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, 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 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.
S 370 Cost Verification	
S 370.1	The <i>Contractor</i> allows the <i>Client</i> (or a forensic cost verification consultant engaged by the <i>Client</i>) to review data relating to the assessment of Defined Cost (including Personal Data) within the property affected by the <i>service</i> for the purpose of verifying the Defined Cost incurred.
S 370.2	The <i>Client</i> ensures that data viewed in the property affected by the <i>service</i> for verification is adequately protected against the risk of accidental, unauthorised or unlawful processing, destruction, loss, damage, alteration or disclosure.
S 370.3	The <i>Contractor</i> obtains agreement from the data subject for the review of Personal Data within the property affected by the <i>service</i> for verification.
S 371 Project Bank Account (PBA) (Option Y(UK)1)	
S 371.1	Not used.
S 372 Adding a Named Supplier	
S 372.1	<p>As a minimum, all subcontractors (at any stage of remoteness from the <i>Client</i>)</p> <ul style="list-style-type: none"> with a contract value greater than £50,000 or if an NEC form of contract is used

	is offered the opportunity to become a Named Supplier.
S 373 Project Bank Account Tracker	
S 373.1	Not used.
S 374 Contractor's rights over material prepared to Provide the Service	
S 374.1	The <i>Contractor</i> acquires no rights over material prepared to Provide the Service.
S 375 Other rights to be obtained by the Contractor	
S 375.1	The <i>Contractor</i> grants to the <i>Client</i> licences to use, modify and develop the <i>Contractor's</i> Contractor Background IPR for any purpose relating to the <i>service</i> (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.
S 375.2	The <i>Contractor</i> procures a direct grant of a licence to the <i>Client</i> to use, modify and develop any third party's Contractor Background IPR for any purpose relating to the <i>service</i> , (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.
S 375.3	The <i>Client</i> does not acquire any ownership right, title or interest in or to the Contractor Background IPR.
S 376 Business Continuity	
S 376.1	The <i>Contractor</i> prepares a business continuity plan that complies with ISO22301:2019 (See link in Annex 02) and submits the draft plan to the <i>Client</i> no later than four weeks after the <i>starting date</i> for acceptance. A reason for not accepting the business continuity plan is that it does not align with ISO22301:2019. The <i>Contractor</i> amends the plan to address the <i>Client's</i> comments and resubmits for acceptance within one week.
S 376.1	The <i>Contractor</i> undertakes an annual test event to test the business continuity plan. The <i>Contractor</i> agrees with the <i>Client</i> the test scenario prior to the test. Following the test, the <i>Contractor</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.
S 376.1	The <i>Contractor</i> implements any proposed amendments in the accepted feedback report as instructed by the <i>Client</i> .

S 376.1	Where requested, the <i>Contractor</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>Contractor</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.
S 377 Continual Improvement and Innovation	
S 377.1	Not used.
S 378 Behavioural Attributes	
S 378.1	In Providing the Service, the <i>Contractor</i> performs in accordance with the <i>Client's</i> behavioural attributes, to ensure that these behavioural attributes are embedded and implemented by Staff.
S 378.2	<p>There are a number of key drivers and benefits which the <i>Client</i> seeks to attain through working with the <i>Contractor</i> to build an environment which allows these behavioural attributes to manifest</p> <ul style="list-style-type: none"> • shared ownership of delivery outcomes that releases the potential of the participants and results in exceptional levels of performance, • open and transparent culture – fostering innovation, considered risk-taking, controlled delivery, shared problem-solving and joint investment in solutions – resulting in the creation of dynamic, responsive team-working that delivers better outcomes for all, • understanding and maximising the strengths of the <i>Client</i> and its supply chain to maximise capacity and avoid duplication and wasted effort, • shared knowledge and innovation - teams that actively demonstrate how to accrue value from repeatability and certainty, and where to seek to innovate and • equitable relationships based on trust, fairness and constructive challenge resulting in value-adding outcomes.
S 379 Project Control Framework	
S 379.1	Not used.
S 379A	Equipment, Plant and Materials
S 379A.1	The <i>Contractor</i> obtains the <i>Client's</i> permission before placing Equipment, Plant and Materials on the property affected by the <i>service</i> .

S 379A.2	The <i>Contractor</i> removes Plant and Materials from the property affected by the <i>service</i> (with the <i>Client's</i> permission) when they are no longer needed to Provide the Service.
S 380 Category Management	
S 380.1	The <i>Client's</i> existing Category Purchase Agreements, and any new Category Purchase Agreements awarded during the term of the contract, are mandated for use by the <i>Contractor</i> in Providing the Service. If required by the <i>Client</i> , the <i>Contractor</i> enters into an appropriate confidentiality agreement in relation to the operation of the Category Purchase Agreements.
S 380.2	The <i>Contractor</i> 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 Service where a Category Purchase Agreement exists.
S 380.3	The conditions of contract between the <i>Contractor</i> and a Category Supplier are those set out in the Category Purchase Agreement and the <i>Contractor</i> does not change them unless the <i>Client</i> agrees.
S 380.4	The <i>Contractor</i> liaises with the <i>Client</i> to identify and plan a programme that allows a Category Supplier's procurement and associated governance procedures to be incorporated within the <i>Contractor's</i> plan/an agreed timescale.
S 380.5	The <i>Contractor</i> manages the process for entering into a contract with a Category Supplier in accordance with the relevant Category Purchase Agreement guidance.
S 380.6	The <i>Contractor</i> provides full visibility to the <i>Client</i> of the process for entering into a contract with a Category Supplier. The <i>Contractor</i> does not award a subcontract to a Category Supplier until agreed by the <i>Client</i> .
S 380.7	The <i>Contractor</i> utilises all category management communities' commitment to support the development of the <i>service</i> during the design phase.
S 380.8	The <i>Contractor</i> co-operates with the <i>Client</i> and any other suppliers who enter into contracts with a Category Supplier in forecasting demand for Plant and Materials, works or services related to a Category Purchase Agreement.
S 380.9	The <i>Contractor</i> remains responsible for Providing the Service and for the quality of any Plant and Materials, works or services supplied by a Category Supplier as if it had supplied them itself.
S 380.10	The <i>Contractor</i> ensures that a subcontractor (at any stage of remoteness from the <i>Client</i>) enters into a contract with a Category Supplier pursuant to a

	Category Purchase Agreement for the purchase of Plant and Materials, works or services needed to Provide the Service.
S 380.11	The <i>Contractor</i> ensures that the conditions of contract between the subcontractor (at any stage of remoteness from the <i>Client</i>) and the Category Supplier are those set out in the Category Purchase Agreement and that the subcontractor (at any stage of remoteness from the <i>Client</i>) does not change them unless the <i>Client</i> agrees.
S 380.12	The <i>Contractor</i> provides feedback and advice to the <i>Client</i> to help maximise the value for money obtained from the <i>Client's</i> category management contracts and processes.
S 380.13	The list of Category Purchase Agreements at the <i>starting date</i> is <ul style="list-style-type: none"> • Pavement Framework, • Ground Investigation Framework and • Archaeology Framework.
S 380.14	<p>Prior to entering into a contract with a Category Supplier, the <i>Contractor</i> may request the <i>Client's</i> agreement to use an alternative supplier. The <i>Contractor</i> produces a business case that identifies</p> <ul style="list-style-type: none"> • the additional value and efficiency (including health, safety and wellbeing) over that of the Category Purchase Agreement and how it delivers and demonstrates this additional value and efficiency and • the necessary changes to the Tender Commitments to enable the <i>Contractor</i> to deliver and demonstrate the additional value and efficiency over that of the Category Purchase Agreement <p>for the agreement of the <i>Client</i>.</p> <p>If the business case is agreed by the <i>Client</i>, the Quality Submission is amended. The <i>Contractor</i> revises the Quality Plan in accordance with the contract and submits it for acceptance by the <i>Client</i>.</p>
S 381 Technology	
S 381.1	Not used.
S 400 Requirements for the <i>Contractor's</i> plan	
S 401 Plan	
S 401.1	<p>The <i>Contractor</i> produces and supplies to the <i>Client</i> a plan identifying all key milestones. This is the baseline plan when initially provided and includes the following key milestones as a minimum</p> <ul style="list-style-type: none"> • the <i>starting date</i>, • the starting date and end date of Phase 1,

	<ul style="list-style-type: none"> the starting date and end date of Phase 2, the starting date and end date of Phase 3, submission dates of the service management plan and the end of the <i>service period</i>.
S 401.2	The plan is to be supplied by the <i>Contractor</i> in a format agreed with the <i>Client</i> .
S 402 Information to be shown on the plan	
S 402.1	<p>The following information is to be shown on the plan</p> <ul style="list-style-type: none"> the <i>starting date</i> and the end of the <i>service period</i>, the order and timing of the operations which the <i>Contractor</i> plans to do in order to Provide the Service, the order and timing of work of the <i>Client</i> and others as last agreed with them by the <i>Contractor</i> or, if not agreed, as stated in the Scope, key milestones and, provisions for float and procedures set out in this contract, the dates when, in order to Provide the Service in accordance with its programme, the <i>Contractor</i> will need acceptances, Plant and Materials and other things to be provided by the <i>Client</i> and information from others and information to be provided, who it is to be provided by, and the date by which it is to be provided.
S 403 Submitting the plan	
S 403.1	<p>The <i>Contractor</i> submits the first plan to the <i>Client</i> for acceptance within eight weeks of the <i>starting date</i> and contains as a minimum the items listed in Scope section S 401.1.</p> <p>A reason for not accepting the plan is it does not</p> <ul style="list-style-type: none"> include the items listed in Scope section S 401.1, align with the programmes of the <i>Client's</i> contractors, align with the service management plan and allow the <i>Contractor</i> to Provide the Service in accordance with the contract or other contractors to provide the Project works in accordance with the contracts outlined in Scope sections S 100.1.4 and S 100.1.5.
S 403.2	The <i>Contractor</i> submits a revised plan to the <i>Client</i> for acceptance every month on a date agreed with the <i>Client</i> .

	<p>A reason for not accepting the plan is it does not</p> <ul style="list-style-type: none"> include the items listed in Scope section S 401.1, align with the programmes of the <i>Client's</i> contractors, include Core Removal Service periods, include accepted Task Orders starting dates and Task Completion Dates, include, where appropriate, information as specified in Scope section S 403.3, align with the accepted service management plan and allow the <i>Contractor</i> to Provide the Service in accordance with the contract or other contractors to provide the Project works in accordance with the contracts outlined in Scope sections S 100.1.4 and S 100.1.5.
S 403.3	<p>With each revised plan, the <i>Contractor</i> also submits the following information</p> <ul style="list-style-type: none"> an explanation of changes, actual progress achieved for each operation and the effect upon the timing of the remaining work, how the <i>Contractor</i> plans to deal with any delays and to correct notified Defects and updates on key milestones.
S 500 Services and other things to be provided by the <i>Client</i>	
S 500.1	<p>The <i>Client</i> provides to the <i>Contractor</i> by prior arrangement, two hot desks for Staff within the <i>Client's</i> offices</p> <ul style="list-style-type: none"> on the day of meetings required to be attended by the <i>Contractor</i> and other occasions as agreed with the <i>Client</i>.
S 500.2	<p>If, at the <i>starting date</i>, the <i>Client</i> makes available Plant and Materials for use by the <i>Contractor</i> in Providing the Service, the <i>Contractor</i> supplies the same quantity and quality of Plant and Materials to the <i>Client</i> at the end of the <i>service period</i> unless the <i>Client</i> agrees otherwise.</p>
S 600 Property affected by the service	
S 600.1	<p>The property affected by the <i>service</i> is indicated in Annex 17 and Annex 18.</p>

S 601 Property owned by the <i>Client</i> that is affected by the service	
S 601.1	Property owned by the <i>Client</i> that is affected by the service is indicated by the Red Line Boundary Plan in Annex 17 .
S 602 Property not owned by the <i>Client</i> that is affected by the service	
S 602.1	Property not owned by the <i>Client</i> that is affected by the service is indicated by the "Land Ownership Plan" in Annex 18 . This property is owned by National Trust and English Heritage Trust as indicated. The initiation of service activities on this property is the same as for property owned by the <i>Client</i> that is affected by the service.
S 603 Not Used	
S 604 Activity in the property	
S 604.1	The <i>Contractor</i> uses the property affected by the service solely for the purpose of Providing the Service.
S 605 Contact information	
S 605.1	The <i>Client</i> provides works contractor contact information to allow the <i>Contractor</i> to access the property affected by the service, prior to the starting date of Phase 2 and the starting date of Phase 3.
S 606 Procedures for access	
S 606.1	Not used.
S 607 Minimising interface caused to the <i>Client</i> and others	
S 607.1	Not used.
S 608 Equipment required to be included in the property affected by the service	
S 608.1	Not used.