



**Highways England Company Limited**

**NEC4 Professional Service  
Short Contract**  
(June 2017 with amendments January 2019)

**SCOPE**

in relation to a *service* for

**Ground Investigation**

## Scope guidance for compilers

[The Scope is to be prepared in accordance with the structure set out in the NEC4 Preparing an PSSC guidance (<http://share/Share/llisapi.dll?func=ll&objaction=overview&objid=75179275>). Include the following provisions as applicable.]

### Document Structure

| Section | Scope ( <i>Client's</i> )                                     |
|---------|---|
| S 100   | Purpose of the <i>service</i>                                 |
| S 200   | Description of the <i>service</i>                             |
| S 300   | Existing Information  |
| S 400   | Specification and standards                                   |
| S 500   | Constraints on how the <i>Consultant</i> Provides the Service |
| S 600   | Requirements for the programme                                |
| S 700   | Information and other things provided by the <i>Client</i>    |

[The Scope is to be prepared in accordance with the structure set out in the “NEC4 preparing a professional service short contract volume 2”

Guidance relating to each Scope section and checklist of optional topics are provided below.

Entries contained within red brackets [ ] are guidance for the compiler or are recommended entries; these should be reviewed and accepted or changed as appropriate and as agreed by the Procurement Officer.

Guidance and notes to document compilers are given in **red** or in comment boxes and must be removed when compiling a tender document.

Text in **black** is mandatory text and must not be changed.

Any proposed departures from the approach set out in this model document are to be discussed and agreed between the Procurement Officer and the contract policy owner/ Contract Development and Assurance (CDA) team.

**Green** text has been used for example where an Annex is referred to, simply to highlight to compilers that any cross referencing or numbering needs checking or that a hyperlink or e-tendering system document needs including or referencing in Annex A (list of hyperlinks and documents). The green text can remain to highlight cross references to tenderers.

Under NEC, any term that is identified in the Contract Data, is written in *italics* (and does not therefore need re formatting) e.g. *Client* is an identified term.

Under NEC, capital initial letters are used for a word or phrase that is a defined term, (and therefore do not need grammatically correcting). e.g. “Provide the Service” is a defined term.

Terms used in the Scope should match with both parts of the Contract Data and with the Conditions of Contract and Z clauses. Use cross references where appropriate.

### **Transparency of standards requirements**

Following Court Judgment in C386/10 Commission v Netherlands

- all relevant standards need to be transparently listed so to enable the tenderers to determine the subject of the contract.
- all reference documents are to be hyperlinked rather than referred too.

IMPORTANT: Any documents referenced within this document (e.g. specification) should be available to the *Consultant* (or the Tenderer at tender stage). This availability may be electronic (e.g. web site), public domain (e.g. published book) or by providing a contact from where the documents may be obtained.]

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[Note to Compiler to delete the contents of the Amendments Page prior to issue]

| Amend.<br>No. | Revision<br>No. | Amendments | Initials | Date |
|---------------|-----------------|------------|----------|------|
|               |                 |            |          |      |
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Ground Investigation Framework

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## S 100 Purpose of the service

### S 105 Client's objectives

- S 105.1 To provide ground practitioners and other personnel in accordance with paragraph 3.6 of "UK Specification for Ground Investigation", Second Edition, published by Institution of Civil Engineers (ICE),

### S 110 Background

- S 110.1 To provide expert advice to support the Ground Investigation requirements.

## S 200 Description of the service

### S 205 Description of the service

- S 205.1 The *Consultant* provides [INSERT]

[A detailed description of the advice to be sought in developing a Works Order etc.]

## S 300 Existing Information

### S 305 Existing Information

- S 305.1 The existing information in relation to the service is described in [INSERT].

## S 400 Specification and Standards

### S 405 Specification and standards

- S 405.1 The *Consultant* carries out the service [specified in] [INSERT] and in cognisance of the "UK Specification for Ground Investigation", Second Edition, published by Institution of Civil Engineers (ICE), including Schedules 1 to 5 (see Annex 1).

- S 405.2 •

### Standards and procedures

- S 405.3 [INSERT]

## S 500 Constraints on how the *Consultant* is to Provide the Service

### S 505 Project team – Others

- S 505.1 [The Contract Data identifies the *Client* and *Consultant* and the conditions of the contract states what each is required to do. It's important in using this section, not to contradict these obligations and duties. If any duties are delegated to others, the extent of the delegation should be set out.

Explain how other organisations will be involved in the service or the same project for which the service relates to. State how communications are to be managed.

Clearly define the interfaces between organisations and the role of any 'lead

consultant' if applicable. Consider the use of a chart setting out the roles and responsibilities of the various parties involved. Further guidance is in the PSSC guidance in section 3.2] If there are none state "Not Used"

### Investigation Supervisor

[Investigation Supervisor is a role under the ICE Specification for Ground investigations any duties. Any duties that the *Client* has delegated to this individual are to be listed below in S505.2]

S 505.2 Not Used

### Project Management

Not Used

### S 506 Risk Management

S 506.1 The *Consultant* advises the *Client* of any risks associated with Providing the Service and suggests any recommendations to mitigate the identified risks.

### S 507 Insurance

S 507.1 Without prejudice to its obligations to the *Client* under the contract (including its indemnity and liability obligations), the *Consultant* takes out and maintains, or procures the taking out and maintenance of the insurances as set out in the Insurance Table in Annex 2 and any other insurances as may be required by applicable law (together the "Insurances").

S 507.2 The *Consultant* ensures that each of the Insurances is effective no later than the date on which the relevant risk commences unless any different requirements are required by the contract.

S 507.3 The Insurances are maintained in accordance with good industry practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent supplier in respect of risks insured in the international insurance market.

S 507.4 Upon the effective date and within 20 days after the renewal or replacement of the Insurances, the *Consultant* provides evidence, in a form satisfactory to the *Client*, that the Insurances are in force and effect and meet in full the requirements of the Insurance Table in Annex 2.

S 507.5 The supply to the *Client* of any evidence of insurance cover does not imply acceptance by the *Client* that the extent of insurance cover is sufficient or that the terms and conditions thereof are satisfactory nor be a waiver of the *Consultant's* liability under the contract.



- S 507.6 The insurance is taken out and maintained with insurers who are of good financial standing, appropriately regulated and of good repute in the international insurance market.
- S 507.7 The *Consultant* ensures that the public and products liability policy contains an indemnity to principals clause under which the *Client* is indemnified in respect of claims made against the *Client* in respect of death or bodily injury or third party property damage arising out of or in connection with the for which the *Consultant* is legally liable.
- S 507.8 The *Consultant* notifies the *Client* at least 10 days prior to cancellation, suspension, termination or non-renewal of any of the insurances required by the contract.
- S 507.9 The *Consultant* does not (and ensures that none of its subconsultants at any remoteness from the *Client*) take any action or fail to take any action or, insofar as is reasonably within its power, permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the insurances required by the contract.
- S 507.10 The *Consultant* promptly notifies the insurers of any matter arising from, or in relation to the contract, for which it may be entitled to claim under any of the Insurances. In the event that the *Client* receives a claim relating to or arising out of the contract, the *Consultant* co-operates with the *Client* and assists in dealing with such claims at its own expense including without limitation providing information and documentation in a timely manner.
- S 507.11 Where any Insurance requires payment of a premium, the *Consultant* is liable for this and promptly pay such premium.
- S 507.12 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the *Consultant* is liable for such excess or deductible. The *Consultant* is not entitled to recover from the *Client* any sum paid by way of excess or deductible under the Insurances whether under the terms of the contract.
- S 507.13 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the *Consultant* is liable for such excess or deductible. The *Consultant* is not entitled to recover from the *Client* any sum paid by way of excess or deductible under the Insurances whether under the terms of the contract.

#### **S 508 Conflict of Interest**

- S 508.1 The *Consultant* does not take an action which causes a conflict of interest to arise in connection with the contract. The *Consultant* immediately notifies the *Client* if it considers that a conflict of interest may exist or may arise.
- S 508.2 The *Consultant* notifies its employees and subconsultants (at any stage of remoteness from the *Client*) and procures that any subconsultant (at any stage of remoteness from the *Client*) notifies its employees, who are engaged in Providing

- 
- the Service that they do not take an action which causes an actual or potential conflict of interest to arise in connection with the *service*.
- S 508.3 The *Consultant* ensures that any employee of the *Consultant* or of any subconsultant (at any stage of remoteness from the *Client*) who is engaged in Providing the Service completes the Declaration of Interests and Conflict of Interest form, as set out in Annex 1. The *Consultant* issues to the *Client* any completed declaration of interests and conflict of interests.
- S 508.4 If there is any uncertainty about whether a conflict of interest may exist or arise, the *Consultant*
- immediately notifies the *Client* and
  - procures that any subconsultant (at any stage of remoteness from the *Client*) immediately notifies the *Consultant*
- S 508.5 Following a notification from the *Consultant*, the *Client* may
- require the *Consultant* to stop Providing the Service until any conflict of interest is resolved, or
  - require the *Consultant* to submit to the *Client* for acceptance a proposal to remedy the actual or potential conflict of interest.
- S 508.6 A reason for not accepting the submission is that it does not resolve the conflict of interest.
- S 508.7 The *Consultant* amends the proposal in response to any comments from the *Client* and resubmits it to the *Client* for acceptance.
- S 508.8 The *Consultant* complies with the proposal once it has been accepted.
- S 508.9 A failure to comply with this section is treated as a substantial failure by the *Consultant* to comply with its obligations.

## **S 509 Environmental Requirements & Sustainability**

- S 509.1 In Providing the Service the *Consultant* complies with the *Client's* environmental strategy, (see link in Annex 1) which is to invest for the long-term and capture the vision for the environment which is “a strategic road network working more harmoniously with its surroundings to deliver an improved environment”. This includes: conserve energy, water and other resources; reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.
- S 509.2 Not Used
- S 509.3 Not Used
- S 509.4 Not Used
- S 509.5 All printed output produced by the *Consultant* in connection with the contract complies with the relevant Government buying standards and is printed on both sides where appropriate.

- S 509.6 In Providing the Service the *Consultant* complies with the *Client's* sustainable development strategy (see link in Annex 1) which is to put sustainable development into practice by "...encouraging economic growth while protecting the environment and improving safety and quality of life", and demonstrates compliance with the ambitions of the *Client's* Sustainable Development Strategy and Action Plan.
- S 509.7 In Providing the Service the *Consultant* ensures in providing advice to the *Client* for any potential work order it
- reduces the need for waste disposal for any proposed works,
  - minimises the generation and environmental impacts of wastes arising for any proposed works,
  - maximises opportunities for the re-use and recovery of wastes for any proposed works and
  - promotes an approach for any proposed works, as set out in the sustainable development strategy.

[State any additional contract specific requirements and constraints, consider whether there are any further ecology/environmental surveys required when the survey window is open with any mitigation works being implemented.]

### Energy Efficiency Directive

- S509.1 The *Consultant*
- complies with the requirements of Procurement Policy Note 7/14 entitled "Implementing Article 6 of the Energy Efficiency Directive" ("PPN 7/14") (see link at Annex A) and any related supplementary Procurement Policy Notes in Providing the Service,
  - ensures that any new products purchased by it for use partly or wholly in Providing the Service comply with the standard for products in Directive 2012/27/EU (see link at Annex A),
  - demonstrates efficiency in resource use and maximisation of re-use and recycling of materials to support the *Client's* "circular economy" ambition as stated in the *Client's* Sustainable Development Strategy (see link at Annex A),
  - ensures that any new products purchased by a Subconsultant for use partly or wholly in the performance of its obligations under its subcontract complies with the standard for products in Directive 2012/27/EU,
  - ensures that Subconsultant demonstrate to the *Consultant* how any new products purchased by the Subconsultant for use partly or wholly in the performance of its obligations under a subcontract complies with the requirements of PPN 7/14 and
  - includes requirements to the same effect in any subsubcontract (at any stage of remoteness from the *Client*).
  - The *Consultant* demonstrates to the *Client* how any new products purchased by it for use partly or wholly in Providing the Service comply with the requirements of PPN 7/14.

## S 510 Communication System

S510.1 [Detail the communication system to be used. Consider the use of the following:

- Internet based collaboration tool
- Electronic mail system or
- Standard forms and templates

If there are none state "Not Used"

## S 511 Communication

S 511.1 The *Client's* communications strategy places a clear, consistent visual identity, "brand" and company narrative as central to all publicity. This means that while the *Consultant* delivers the *service*, the *Client* remains as the public face and will have control over the wording and design of all publicity material.

### Media Relations

S 511.2 The *Consultant* accepts that the *Client* can issue press notices and generate other publicity about work on its behalf (e.g. offering media interviews or placing articles in the press).

S 511.3 The *Consultant* does not release any information.

S 511.4 The *Consultant* passes all media enquiries to the *Client* immediately. No comments or interviews are to be given to the media.

S 511.5 The *Consultant* informs the *Client*, immediately, in relation to any possible reactive or proactive media opportunities including any sensitive issues that may attract media interest. All communication strategies and plans developed by the *Consultant* are to be agreed by the *Client*. The *Consultant* does not undertake any activities.

### Social Media

S 511.6 The *Client* uses its own social media channels to promote work being undertaken on its behalf by the *Consultant*. The *Consultant* does not set up any social media channels on behalf of the *Client*.

S 511.7 The *Consultant* does not release any information on social media in relation to the contract.

S 511.8 The *Consultant* does not respond to any customers enquiries about, or on behalf of, the *Client* via its own social media channels. The *Consultant* passes all social media enquiries to the *Client* immediately.

### Community Relations

S 511.9 The *Consultant* informs the *Client* of any significant community issues.

## S 512 Information System

S 512.1 The *Client's* Information Systems are:

- Customer Relationship Management (CRM) tool

- CEMAR
- Business Collaborator, and
- AIRSWeb

or any revised systems notified by the *Client*.

[State any additional specific requirements and constraints for Information Systems or state 'No additional Information System requirements'] [NB links with (data protection, Information Security and Data handling)]

## S 513 Information Security & Systems

- S 513.1 The *Consultant* complies with the *Client's* security policy and procedures, set out in the documents "Statement of Highways England IT Security Policy" and Chief Information Officer Memos 01/09, 05/08 and 04/08. (See link in Annex 1).
- S 513.2 The *Consultant* complies with the *Client's* data handling policy when working on the *Client's* systems or handling the *Client's* data. (See link in Annex 1).
- S 513.5 The *Consultant* does not use any confidential or proprietary information provided to or acquired by it for any purpose other than to Provide the Service. The *Consultant* implements measures to prevent the disclosure of such information by its employees or Subcontractors.
- S 513.6 On Completion, or earlier termination, the *Consultant* gives to the *Client* all Personal Data held by them in a format specified by the *Client* (or any subcontractor (at any stage of remoteness from the *Client*) and Sub-processor) and destroys, and procures any subcontractor (at any stage of remoteness from the *Client*) and Sub-processor destroys, any electronic and paper copies of such data in a secure manner.
- S 513.7 A failure to comply with this section is treated as a substantial failure by the *Consultant* to comply with its obligations.

## Offshoring

- S 513.8 In this section Risk Assessment is a full risk assessment and security review carried out by the *Client* in accordance with the HMG Security Policy Framework (SPF) and the *Client's* Information Security Data Security Standard (see links in Annex 1).
- S 513.9 The *Consultant* does not store any of the *Client's* data that is classified as OFFICIAL (including OFFICIAL SENSITIVE) or higher in accordance with the HMG Government Security Classifications (see Annex 1)
- offshore or
  - in any way that it could be accessed from an offshore location
- until the *Client* has confirmed to the *Consultant* that either
- the *Client* has gained approval for such storage in accordance with the Information Security Data Security Standard or
  - such approval is not required.
- S 513.10 The *Consultant* ensures that no offshore premises are used in Providing the

Service until

- such premises have passed a Risk Assessment
- or the *Client* confirms to the *Consultant* that no Risk Assessment is required

- S 513.11 The *Consultant* complies with a request from the *Client* to provide any information required to allow the *Client* to
- gain approval for storing data or allowing access to data from an offshore location in accordance with S 513.2 or
  - conduct a Risk Assessment for any premises in accordance with S 513.3.
- S 513.12 The *Consultant* ensures that any subcontract (at any stage of remoteness from the *Client*) contains provisions to the same effect as this section.
- S 513.13 A failure to comply with this section is treated as a substantial failure by the *Consultant* to comply with its obligations.

#### S 514 Data Protection

- S 514.1 The *Consultant* complies with the data protection requirements set out in Annex 3.

#### S 515 Management Procedures

- S 515.1 The *Consultant* in Providing the Service is cognisant of the management procedures defined in ICE Schedule 1, section S1.8.3

#### S 516 Security & Identification of people

- S516.1 If requested by the *Client*, the *Consultant* carries out basic security checks on its employees and subconsultants (at any stage of remoteness from the *Client*) before they are involved in Providing the Service. The checks are carried out in accordance with the *Client*'s procedures (see Annex 4).

#### S 520 Interfaces with third parties

- S 520.1 [Clearly set out the *Client*'s requirements in relation to the management of interfaces with third parties who are not directly involved in the service or the same project for which the service relates to.
- State requirements for communicating with third parties including whether such liaison and communication is conducted through the *Client* or directly with the third party. For example, communication with a statutory authority. If there are none state "Not Used"]

#### S 525 Co-ordination and co-operation

- S525.1 [State the requirements for, and constraints with regard to, the Consultant co-ordinating and co-operating with Others, including when preparing any deliverables. For example co-ordinating the preparation of a design.
- State any requirements for submitting information to statutory authorities or other similar organisations. If there are none state "Not Used"]

## S 526 Consideration of Others

Not used

## S 527 Customer

- S 527.1 The *Client* has published an overarching Customer Service Strategy (see link at Annex 1), which sets out the approach to improving works and services provided to its customers. The *Consultant* collaborates with the *Client* to support the successful delivery of this strategy.
- S 527.2 The *Consultant* notifies the *Client* of any customer service issues and provides support in the mitigation of any negative consequences that could affect the delivery of the works or services or achievement of the aims and objectives in the Customer Service Strategy.

## S 530 Submission procedures

- S 503.1 The *Consultant* compiles with the submission procedures defined in Schedule 1, section S1.8.3

## S 535 Quality Management System

- S 535.1 The *Consultant* complies with the quality management requirements as stated in the Framework Information.

## S 536 Quality Plan (scheme)

- S 536.1 [State any requirements for a Quality Plan for the scheme (this is in addition to the quality plan produced at Framework Level), if there are none state "Not Used"]

## S 540 Health and safety and requirements

- S 540.1 The *Consultant* supports the *Client* in achieving the goal of no accidents and no harm arising from works and services provided on behalf of the *Client*.
- S 540.2 The *Consultant* embraces and contributes to the *Client's* Home Safe and Well initiative (see Annex link in 1) and considers where a positive difference can be added to ensure everyone is able to return home safe and well every day. The *Consultant* is required to
- consider how their role in connecting the country can really make a difference and embed safety as the first imperative across all areas of responsibility,
  - recognise the behaviours that enable the culture change required to achieve our vision and deliver the objectives of the organisation,
  - engage and collaborate 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, and
  - be responsible and accountable for the health, safety and wellbeing of those employed by the *Consultant* and those the *Consultant* works with.

- S 540.3 The *Consultant* complies with the relevant minimum requirements specified in the *Client's* 'raising the bar' guidance (see link in Annex 1).
- S 540.5 Upon request, the *Consultant* provides the *Client* with records of training of their employees.
- S 540.6 The *Consultant* and the *Client* notify each other of any known special health and safety hazards which may affect the performance of the *service*. The *Consultant* informs and instructs people employed by them on the hazards and any necessary associated safety measures.
- S 540.7 The *Client* may challenge any activity undertaken in Providing the Service where it considers there is a hazard to the safety of any person. Where challenged, the *Consultant* suspends the activity immediately and follows the processes set out in the quality management plan to demonstrate the activity is safe before recommencing.
- [S 540.8 The *Consultant* participates in working groups with the aim of improving health and safety management performance in relation to the following topics: designing for health and safety in buildability and operability and maintenance and construction health and safety improvement.]

### Reporting Requirements

- S 540.9 The *Consultant* complies with *Client's* Interim Advice Note 128/15C Highways England Supply Chain Health and Safety Incident Reporting ("IAN 128") (included at Annex A), or its later update or replacement, including any time periods required by IAN 128. If no time period is specified in IAN 128 the period of reply applies unless agreed otherwise by the *Client*.
- S 540.10 If any incident occurs that the *Consultant* considers is not within the remit of IAN 128 then the *Consultant*
- notifies the *Client* of the incident; and
  - reports the incident as if the incident was in the remit of IAN 128, if required by the *Client*.
- S 540.11 Any document that would otherwise fall to be disclosed by the *Consultant* to the *Client* may be withheld by the *Consultant* provided that the *Consultant's* legal advisor confirms to the *Client* that the document is
- a confidential communication between the *Consultant* and its legal advisor for the purposes of seeking or giving legal advice that the legal advisors would normally expect to be given legal privilege in the normal course of its business with the *Consultant*; or
  - confidential communication between the *Consultant* or its legal advisers and third party where the communication came into existence with the dominant purpose of being used in connection with contemplated, pending or actual litigation in adversarial proceedings (as opposed to investigations or fact finding inquiries).
- S 540.12 In addition to any requirements in the IAN 128, the *Consultant* reports to the *Client* within 3 hours, details of any serious incidents involving any person injured or killed



in connection with the *service*.

- S 540.13 The *Consultant* reports such incidents through the *Client's* Accident and Incident Reporting System.

### S 545 Legal Requirements

- S 545.1 The *Consultant* compiles with the legal requirements described in ICE Schedule 1 to 5 (see link in Annex 1)

### S 550 Disclosure

- S 550.1 [Detail any procedures for obtaining agreement from the *Client* to disclose information about or obtained in connection to the *service*. If there are none state "Not Used"]

### S 551 Confidentiality

- S 551.1 Within two weeks after the *defects date* or termination of the *Consultant's* obligation to Provide the Service, the *Consultant* returns to the *Client* any confidential or proprietary information belonging to the *Client* in the *Consultant's* possession or control and deletes (and procures that any subconsultant (at any stage of remoteness from the *Client*) deletes) any electronic information or data held by the *Consultant* or any subconsultant (at any stage of remoteness from the *Client*) relating to the *Client* or the contract.

### S 555 Form of retained documents

- S 555.1 The *Consultant* retains documents in the form described in the Framework Information.

### S 560 Consultant's invoice

- S 560.1 The *Consultant* ensures the purchase order number is included on its invoice and submits such records as requested by the *Client* with each invoice in the format as required by the *Client* [compiler to check with Accounts Payables Team for up to date approach].
- S 560.2 The *Consultant* provides a Work Breakdown (WBS) Structure of the invoice in the format required by the *Client* (see Link at Annex 1).
- S 560.3 Where Project Bank Accounts are used, the *Consultant* notifies the *Client* of the name and address of the Project Bank, the account name and number, the bank sort code and any other details required to make direct payments into that account.'
- State any specific requirements of the *Client* for the format & details to be included in the *Consultant's* application for payment. If necessary, detail the submission requirements.]
- [State requirements of the *Client* for the format and details to be included in the *Consultants* invoice.]

### S 561 Provision of cost information

- S 561.1 A Work Breakdown Structure (WBS) incorporating a cost breakdown structure is

prescribed by the *Client*. The *Consultant* submits financial information in accordance with this WBS (see Annex 1).

S 561.2 The *Consultant* arranges for its subconsultants to make financial submissions in the same format.

S 562.3 [State any project specific requirements and constraints for the provision of cost information]

#### S 562 Provision of price information

S 562.1 The data to be supplied by the *Consultant* after the date the contract came in to existence includes

- a Price List structured and coded to the latest WBS (see link at Annex 1), using rates from the Price List with any provisional sums fully built up and substantiated. Any deviation from the framework rates to be fully justified and put forward for the agreement of the *Client* and
- confirmation of the information used to price the Price List

#### S 565 *Client* use of materials

[State the purpose for which the *Client* intends to use the material provided by the *Consultant*. Refer to PSSC 70.1]

#### S 570 *Consultant* use of material

[State any restrictions on the *Consultant* using the material provided under this contract for other work. Refer to PSSC 70.3]

#### S 575 Record of expenses

S 575.1 The *Consultant* compiles and incurs expenses in line with the *Client's* policy for travel and subsistence. (See link in Annex 1).

S 575.2 [Detail the records, invoices, receipts, and other supporting documentation for all expenses incurred that are to be kept. If there are none state "Not Used"]

#### S 577 Building Information Modelling

S 577.1 The *Client* requires that building information modelling (BIM) is operated on all Schemes. The *Consultant* cooperates with the *Client* and Others who have responsibility for BIM for the works associated with the Time Charge Order as required by the *Client*.

#### S 578 Form of performance bond

Not Used

### S 600 Requirements of the programme

[The PSSC includes programme requirements and procedures. It may be necessary to set out specific *Client* requirements.

Completion is when the Consultant has done all the work which the Scope states they are to do by the Completion Date and corrected notified Defects which would have prevented the *Client* from using the service and Others from doing their work. If the work which the *Consultant* is to do by the Completion Date is not stated in the Scope, then the Completion is when the Consultants has done all the work necessary for the Client to use the service and for Others to do their work.

In order for the *Client* to decide that Completion has occurred, the Scope must state clearly and unambiguously what work is to be done before Completion.]

## S 605 Programme

S605.1 [State whether a programme is required and if so, its form. For example, whether it is to be a gantt chart or schedule of tasks and date or a combination of both]

[State the requirements for format of the programme including the use of specific software (if necessary & the requirement for hard or electronic copies.

Refer to PSSC 31.1]

## S 610 Information to be shown on the programme

S610.1 [If a programme is required, state what information is to be shown on the programme. These may include:

- The *starting date* and Completion Date.
- The order and timing of the operations which the Consultant plans to do in order to Provide the Service.
- The order and timing of work of the *Client* and others as last agreed with them by the *Consultant* or, if not so agreed, as stated
- in the Scope.
- 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 *Consultant* will need acceptances, material and other things to be provided by the *Client* and information from others.
- Information to be provided, who it is to be provided by, and the date by which it is to be provided.

Refer to PSSC core clauses 31.1 and 50.8

## S 615 Submitting the programme

S615.1 If a programme is required, state when the first programme is to be submitted and, if revised programmes are required, how often they are to be submitted.

State any requirements for the *Client* to accept the programme.

State any information to be shown on revised programmes such as:

- An explanation of changes.
- Actual progress achieved for each operation and the effect upon the timing of the remaining work.
- How the Consultant plans to deal with any delays and to correct notified Defects.

Refer to PSSC core clauses 31.1

## **S 620 Completion requirements**

S620.1 Work to be done by the Completion Date. If required, state which parts of the service can remain incomplete.

Refer to PSSC core clauses 11.2(1)

## **S 700 Information and other things provided by the *Client* and Others**

### **S 705 Services and other things to be provided by the *Client***

S705.1 [Detail what information and other things the Client is to provide. If necessary tabulate the information and refer to information detailed elsewhere within the Scope. Note that access to 'persons, places & things' are set out in the Contract Data.

Refer to PSSC core clause 16.1 and core clause 60.1 (4)

### **S 710 Services and other things to be provided by Others**

S710.1 [Detail what information & other things Others are to provide. State who the Others are.]

**Annex 1 – Reference Documents**

[Note to compiler to check all references documents throughout the Scope are correctly referenced in the Table below. Ensure all documents and hyperlinks are checked for the most current and applicable documents]

| Reference in Scope | Document   | Link  |
|--------------------|--|---|
| Various            | Schedules 1 to 5 for UK Specification for Ground Investigation”, Second Edition, published by Institution of Civil Engineers (ICE) | See folder in E-TENDERING SYSTEM  |
| S 507              | Conflict of Interest Policy  | See folder in E-TENDERING SYSTEM  |
| S 507              | Conflict of Interest Declaration Form  | <a href="#">Non HE Employees Form</a>   |
| S 508              | <i>Clients</i> Environmental Strategy  | <a href="https://www.gov.uk/government/publications/highways-england-environment-strategy">https://www.gov.uk/government/publications/highways-england-environment-strategy</a>   |
| S 509              | Government Buying Standards  | <a href="https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs">https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs</a> |
| S 509              | <i>Client's</i> sustainable development strategy   | <a href="https://www.gov.uk/government/publications/highways-england-sustainable-development-strategy">https://www.gov.uk/government/publications/highways-england-sustainable-development-strategy</a>                   |
| S 513              | Statement of Highways England's IT security policy   | See folder in E-TENDERING SYSTEM  |
| S 513              | Chief Information Officer Memos 01/09 and 04/08  | See folder in E-TENDERING SYSTEM  |
| S 513              | <i>Client's</i> data handling policy   | See folder in E-TENDERING SYSTEM  |
| S 513              | ISO/IEC27001 and ISO/IEC27002  | <a href="https://www.iso.org/standard/54533.html">https://www.iso.org/standard/54533.html</a><br><a href="https://www.iso.org/standard/69378.html">https://www.iso.org/standard/69378.html</a>                            |
| S 513              | Highways England Information Security Data Security Standard   | See folder in E-TENDERING SYSTEM<br>March 2019 or any later revision or replacement   |
| S 513<br>Annex 4   | HMG Security Policy Framework (SPF)  | <a href="https://www.gov.uk/government/publications/security-policy-framework">https://www.gov.uk/government/publications/security-policy-framework</a><br><br>May 2018 or any later revision or replacement              |

|                         |  |  |
|-------------------------|--|--|
| S 513                   | HMG Government Security Classifications  | <a href="https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/715778/May-2018_Government-Security-Classifications-2.pdf">https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/715778/May-2018_Government-Security-Classifications-2.pdf</a><br><br>May 2018 or any later revision or replacement |
| S 560<br>S 561<br>S 562 | Work Breakdown Structure (WBS)   | See folder in E-TENDERING SYSTEM   |
| S 526                   | Customer Service Strategy – Better Journeys and Better Conversations                           | <a href="https://www.gov.uk/government/publications/customer-service-strategy">https://www.gov.uk/government/publications/customer-service-strategy</a>  |
| S 424                   | Home Safe and Well   | <a href="http://assets.highwaysengland.co.uk/about-us/Home+Safe+and+Well+Strategy+2019.pdf">http://assets.highwaysengland.co.uk/about-us/Home+Safe+and+Well+Strategy+2019.pdf</a>  |
| S 424                   | Raising the Bar  | <a href="https://www.gov.uk/government/collections/health-and-safety-for-major-road-schemes-raising-the-bar-initiative">https://www.gov.uk/government/collections/health-and-safety-for-major-road-schemes-raising-the-bar-initiative</a>  |
| S 424A                  | Interim Advice Note 128/15C Highways England Supply Chain Health and Safety Incident Reporting | <a href="http://www.standardsforhighways.co.uk/ha/standards/ians/pdfs/IAN_128_15_C.pdf">http://www.standardsforhighways.co.uk/ha/standards/ians/pdfs/IAN_128_15_C.pdf</a>  |
| S 575                   | Travel & Subsistence Policy  | See folder in E-TENDERING SYSTEM   |
| Annex 3                 | Data Protection Act 2018   | <a href="https://www.gov.uk/government/publications/data-protection-bill-general-processing">https://www.gov.uk/government/publications/data-protection-bill-general-processing</a>  |
| Annex 3                 | PPN 02/18  | <a href="https://www.gov.uk/government/publications/procurement-policy-note-0218-changes-to-data-protection-legislation-general-data-protection-regulation">https://www.gov.uk/government/publications/procurement-policy-note-0218-changes-to-data-protection-legislation-general-data-protection-regulation</a>  |
| Annex 3                 | General Data Protection Regulations  | <a href="https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32016R0679&amp;from=EN">https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32016R0679&amp;from=EN</a>  |

## Annex 2 – Insurance Requirements

[It is envisaged that the insurance amounts stated below are accurate and the levels of insurance cover will only need to be adjusted for unique work orders eg above water]

| Class of insurance   | Levels of insurance | Period of insurance  |
|--|---------------------|--|
| <b>Insurances required by law in the United Kingdom</b><br><br><i>[Note to compiler: this covers employer's liability insurance and motor Third Party Liability Insurance]</i> | As required by law. | From the date this contract came in to existence until the <i>defects date</i> , renewable on an annual basis unless agreed otherwise with the <i>Client</i> . |

### Insurance Table (Required Insurances)

#### 4. Policies to be taken out as required by United Kingdom law

The *Consultant* is required to meet its statutory insurance obligations in full. Insurances required to comply with all statutory requirements, including employers liability insurance and motor third party liability Insurance.

## Annex 3 – Data Protection

### 1.1. Definitions

- a) Data is all Personal Data collected, generated or otherwise processed by the *Consultant* in the course of the *Consultant* performing its obligations under the contract.
- b) Data Loss Event is any event that results, or may result, in unauthorised access to Personal Data held by the Processor for the purposes of the contract, and/or actual or potential and/or destruction of Personal Data in breach of the contract, including any Personal Data breach.
- c) Data Protection Impact Assessment is an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
- d) Data Protection Legislation is
  - the General Data Protection Regulation (EU2016/679),
  - the LED (Law Enforcement Directive (Directive (EU) 2016/680),
  - the Data Protection Act 2018, and
  - any other data protection laws and regulations applicable in England and Wales (see link in Annex 1).
- a) Data Subject is an individual who is the subject of Personal Data.
- b) Data Subject Request is a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
- c) EEA is the European Economic Area.
- d) Joint Controllers means where two or more Controllers jointly determine the purposes and means of processing.
- e) Personal Data is any data relating to an identified or identifiable individual that is within the scope of protection as “personal data” under the Data Protection Legislation.
- f) Protective Measures are appropriate, technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident and regularly assessing and evaluating the effectiveness of such measures adopted by it including those outlined in PPN 02/18 (see link in Annex 1).
- g) Security Incident is a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Data.



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- h) Sub-Processor is a third party (including Associated Company) engaged by the *Consultant* to process Data.
  - i) Supervisory Authority is any regulatory, supervisory, governmental or other competent authority with jurisdiction or oversight over the Data Protection Legislation.
- 1.2. For the purposes of the contract and the Data Protection Legislation
- a) the *Client* is the Controller for the purposes of this Annex only,
  - b) the *Consultant* is the Processor, and
  - c) this Annex constitutes a data processing agreement where required by the Data Protection Legislation.
- 1.3. The *Consultant* processes the Data in accordance with the Data Protection Legislation and only to the extent necessary for the purpose of performing its obligations under the contract.
- 1.4. The *Consultant* complies with the requirements of Procurement Policy Note 02/18 entitled 'Changes to Data Protection Legislation & General Data Protection Regulation' ('PPN 02/18') or any later revision (see link at Annex 1) and any related supplementary Procurement Policy Notes in providing its obligations under the contract.
- 1.5. The *Consultant* 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.
- 1.6. The *Consultant* obtains and maintains until Completion all registrations and notifications that it is obliged to obtain and maintain pursuant to the Data Protection Legislation in respect of providing its obligations under the contract.
- 1.7. The *Consultant* only processes Data to the extent it relates to
- a) the types of Data,
  - b) the categories of Data Subject, and
  - c) the nature and purpose
- 1.8. Without prejudice to 1.3 above, the *Consultant* processes the Data only in accordance with the instructions of the *Client*, unless the *Consultant* is required to process Data for other reasons under the laws of the European Union (or a member state of the EEA) to which the *Consultant* is subject. If the *Consultant* is required to process the Data for these other reasons, it informs the *Client* before carrying out the processing, unless prohibited by relevant law.
- 1.9. The *Consultant* immediately informs the *Client* if it believes that an instruction infringes the Data Protection Legislation or any other applicable law.
- 1.10. The *Consultant* has in place and maintains in accordance with good industry practice for as long as it holds any Data, taking into account the state of the art, the costs of implementing, the harm that might result from a Data Loss Event and the nature, scope, context and purposes of processing
- a) appropriate technical and organisational measures to protect the Data against accidental, unauthorised or unlawful processing, destruction, loss, damage, alteration or disclosure, and

- 
- b) adequate security programmes and procedures to ensure that unauthorised persons do not have access to the Data or to any equipment used to process the Data,
- in each case to ensure that the *Consultant* processing is in accordance with the Data Protection Legislation and protects the rights of Data Subjects.
- 1.11. The *Consultant* submits details of its Protective Measures to the *Client* for acceptance. A reason for not accepting them is that they are not appropriate to protect against a Data Loss Event. Acceptance (or a failure to reject) by the *Client* does not amount to approval by the Controller of the adequacy of the Protective Measure.
- 1.12. The *Consultant* ensures that all persons authorised to process Data are bound by obligations equivalent to those set out in the Framework Information and this section and are aware of the *Consultant's* obligations under the contract and the Data Protection Legislation.
- 1.13. The *Consultant* ensures access to the Data is limited to those persons who need access in order for the *Consultant* to perform its obligations under the contract and (in each case) to such parts of the Data as are strictly necessary for performance of that person's duties.
- 1.14. On request, the *Consultant*, takes all necessary actions and provides the *Client* with all reasonable assistance necessary for the *Client* to comply with a Data Subject Request, including
- a) the provision of access to, and information relating to, Data,
  - b) the rectification of inaccurate Data,
  - c) the permanent erasure of Data,
  - d) the restriction of processing of Data,
  - e) the provision of a copy of Data in machine readable format, and
  - f) the transfer of Data to a third party.
- 1.15. The *Consultant* immediately notifies the *Client* if it receives
- a) a Data Subject Request (or purported Data Subject Request),
  - b) a complaint or request relating to the *Client's* obligations under the Data Protection Legislation, or
  - c) a request from any Supervisory Authority for assistance or information, unless provided by relevant law.
- 1.16. The *Consultant* assists and co-operates with the *Client* in relation to any complaint or request received, including
- a) providing full details of the complaint or request,
  - b) complying with the request within the time limits set out in the Data Protection Legislation and in accordance with the instructions of the *Client*, and
  - c) promptly providing the *Client* with any Personal Data and any other information requested by it to enable it to respond to the request.
- 1.17. The *Consultant* does not process the Data outside the EEA (other than in the United Kingdom) without the agreement of the *Client*. Where the *Client* agrees, the *Consultant*;

- 
- a) provides evidence (acceptable to the *Client*) of appropriate safeguards as required by the Data Protection Acts, and
  - b) complies with the instructions of the *Client*.
- 1.18. The *Consultant* complies with the requirements of the *Client* in relation to the storage, dispatch and disposal of Data in any form or medium. Any requirement for the *Consultant* to destroy or delete copies of the Data is subject to any law of the European Union (or a member state of the EEA) to which the *Consultant* is subject that requires Data to be retained.
- 1.19. The *Consultant* notifies the *Client* within 24 hours of becoming aware of a Security Incident or any other breach of this section. The notification includes, as far as possible;
- a) a description of the nature of the Security Incident, including the categories and approximate number of Data Subjects concerned,
  - b) the likely consequences of the breach, and
  - c) the Protective Measures taken, or to be taken, to address the breach, including measures taken to mitigate any possible adverse effects (including those outlined in PPN 02/18).
- 1.20. In the event of a Security Incident, the *Consultant* provides the *Client* with full co-operation and assistance in dealing with the Security Incident, in particular in notifying individuals affected by the Security Incident or a Supervisory Authority as required by the Data Protection Legislation.
- 1.21. On request (but not more than once in any 12-month period) the *Consultant* provides to the *Client* all necessary information to demonstrate the *Consultant's* compliance with this Annex.
- 1.22. The *Consultant* promptly provides assistance and information requested by any Supervisory Authority or required by the *Client* in order for the *Client* to ensure compliance with its obligations under the Data Protection Legislation, including in relation to
- a) security of processing,
  - b) preparation of any necessary Data Protection Impact Assessments, and
  - c) undertaking any necessary data protection consultations.
- 1.23. The *Consultant* maintains electronic records of all processing activities carried out on behalf of the *Client*, including
- a) the information described in 1.7 of this Annex,
  - b) the different types of processing being carried out (if applicable),
  - c) 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
  - d) a description of the technical and organisation security measures referred to in 1.10 of this Annex.

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

- 1.24. The *Consultant* does not engage any Sub-Processor without the prior consent of the *Client*.

- 1.25. Before allowing any Sub-Processor to process any Personal Data related to this agreement, the Processor
  - a) notifies the Controller in writing of the intended Sub-Processor and processing,
  - b) obtains the written consent of the Controller,
  - c) enters into a written agreement with the Sub-Processor which give effect to the terms set out in this clause such that they apply to the Sub-Processor, and
  - d) provides the Controller with such information regarding the Sub-Processor as the Controller may reasonably require.
- 1.26. The Processor remains fully liable for all acts or omissions of any of its Sub-Processors.
- 1.27. The Controller may, at any time on not less than 30 working days' notice, revise this clause by replacing it with any applicable controller to process standard clauses or similar terms forming part of an applicable certification scheme (which applies when incorporated by attachment to this agreement).
- 1.28. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 working days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 1.29. Each Party designates its own Data Protection Officer if required by the Data Protection Legislation.
- 1.30. If it is or becomes a requirement that, under the Data Protection Legislation or other applicable laws, this section is to be governed by the laws of a member state of the European Union, and the *law of the contract* does not or ceases to satisfy this requirement, this section is governed by and construed in accordance with the laws of Ireland.
- 1.31. A failure to comply with this section is treated as a substantial failure by the *Consultant* to comply with its obligations under the contract.

## Annex 4 – Client's Personnel Security Procedures

### 1. Mandatory Obligations

- 1.1. The *Client* is required to adopt the Personnel Security requirements and management arrangements set down in [Security Policy 3: Personnel Security of Her Majesty's Government \(HMG\) Security Policy Framework version 1.1 – May 2018](#) issued by the Cabinet Office as amended from time to time (the "Security Policy Framework").
- 1.2. The Security Policy Framework is available to be downloaded from the Cabinet Office [Website](#) (see link in Annex 1). The *Consultant* 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 Annex.
- 1.3. The *Consultant* ensures that the appropriate level of Personnel Security is obtained and maintained for all Staff in accordance with the Security Policy Framework.

- 1.4. The *Client* notifies the *Consultant* of any revisions to the Personnel Security requirements arising as a consequence of subsequent amendments to the Security Policy Framework.
- 1.5. The Cabinet Office Efficiency and Reform Group has introduced security requirements in relation to site admittance, passes and photographs. These requirements are set out in Part Three of this Annex below.

## 2. Security Checks – Minimum Requirement

- 2.1. The HMG Baseline Personnel Security Standard (BPSS) forms the minimum-security check requirements for all Staff whose duties include
  - working in the *Client*'s premises, including offices, Regional Control Centres (RCC), the National Traffic Control Centre (NTCC) and any outstations owned and/ or operated by the *Client*;
  - usage of the *Client*'s Information Systems and/ or
  - working unsupervised in any other capacity.
- 2.2. The *Client* may notify the *Consultant* of a modification to the categories of Staff requiring BPSS security checks at any time.
- 2.3. The complete Government guidance document for the BPSS is available to be downloaded from the Cabinet Office [Website](#) (see link in Annex 1). The BPSS form and summary guidance produced by Highways England is located in Appendix A of this Annex.
- 2.4. Procedural and other details for ensuring compliance with the BPSS are set down in Part One – BPSS Compliance below.

## 3. Security Checks – Additional Vetting Requirement

- 3.1. Where Staff require unrestricted access to the *Client* areas identified in Part Two of this Annex, the *Client* notifies the *Consultant* of the appropriate level of National Security Vetting (NSV) to be carried out.
- 3.2. The *Client* notifies the Security Team via [email](#) that the applicant requires NSV to be carried out.
- 3.3. Procedural and other details for ensuring compliance with NSV are set down in Part Two - National Security Vetting (NSV) of this Annex.

# PART ONE – BPSS Compliance

## 4. Procedures

- 4.1. The *Consultant* undertakes security checks to ensure the confidentiality, integrity and availability of the *Client*'s asset (documents and/ or information).
- 4.2. The recruitment controls of the BPSS are required to have been carried out for all Staff to whom paragraph 2.1 above applies prior to their employment on this contract. The recruitment control process is completed satisfactorily before an individual
  - is issued with a security pass giving unrestricted access to the *Client*'s premises;
  - potentially has access to the *Client*'s sensitive, possibly protectively-marked, information; and/ or
  - is given access to the *Client*'s IT network.

- 4.3. The *Consultant* takes all necessary measures to confirm that any previous security checking 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.
- 4.4. The *Consultant* should note 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 *Consultant* certifying the same.
- 4.5. The *Consultant* rectifies any unacceptable gaps identified between the BPSS and existing security checking in accordance with the requirements of the BPSS.
- 4.6. Any new Staff to whom paragraph 2.1 above applies are assessed strictly in accordance with the requirements of the BPSS.
- 4.7. The *Consultant* keeps full and auditable records of all security checks carried out on the Staff and makes such records available to the *Client* or its appointed representatives for audit purposes at all reasonable times.
- 4.8. If:
- the *Client* discovers any non-compliance with the requirements of the BPSS from the audit process;
  - the *Consultant* fails to keep full records of security checks carried out on Staff; or
  - the *Consultant* fails to make such records available on reasonable request;

The *Client* may

- invoke individual withdrawal of permits or passes to Staff;
  - invoke systematic withdrawal of permit or passes to Staff; or
  - require that an independent audit of the *Consultant's* BPSS security check procedure is undertaken at the expense of the *Consultant*.
  - the *Consultant* takes the appropriate action to immediately address any non-compliance with the BPSS notified to it by the *Client*.
- 4.9. It should be noted 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.

## 5. Security check process for BPSS

- 5.1. The security check process of the BPSS below follows the guidance provided in the [HMG Baseline Personnel Security Standard May 2018](#).
- 5.2. The BPSS comprises verification of four main elements
- 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).

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.

- 5.3. The specific requirements for verification of each of the four main elements are set down in [Part II - The Verification Process of the HMG Baseline Personnel Security Standard](#)

[\(BPSS\)](#). An outline description of the core requirements is included below but does not relieve the *Consultant* from its obligation to comply with all the requirements of the HMG BPSS.

5.4. Information collected at each stage of the process is reviewed, assessed and recorded in line with the forms contained in Appendix A below. These forms will cover

- Verification record;
- Nationality and Immigration Status Form;
- UK Home Office's Employer Checking Service;
- Employment History Report Form;
- Her Majesty's Revenue & Customs (HMRC) Record Check Form; and
- Criminal Record Declaration.

## **6. Verification of Identity – Outline Requirements**

6.1. Identity may be verified by physically checking a range of appropriate documentation (e.g. passport or other photo ID together with utility bills, bank statements etc.) or by means of a commercially available ID verification service.

6.2. Only original documents should be used for identification purposes, copies are not appropriate. Electronic signatures should be verified by cross checking to a specimen signature provided by the individual.

6.3. There is no definitive list of identifying documents. The *Consultant* should note that not all documents listed in the BPSS are of equal value. The objective is 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 (e.g. passport or ID card).

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.

6.5. Where verification of identity is not straightforward, but a decision is nevertheless taken to employ an individual, the *Consultant* notifies the *Client* and records the matter on the Early Warning Register.

## **7. Nationality and Immigration Status (including an entitlement to undertake the work in question) – Outline Requirements**

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 UK Visas and Immigration records.

7.2. The *Consultant* takes the necessary steps to ensure that an individual has the right to remain in the United Kingdom and undertake the work in question.

7.3. Checks need to be applied consistently and the *Consultant* needs to be aware of its obligations under the [Equality Act 2010](#).

## **8. Employment history (past 3 years) – Outline Requirements**

8.1. Employment history may be verified by checking with previous clients, by following up references or by means of commercially available CV checking service or, in exceptional circumstances only, by means of an independent check of HMRC records.

- 8.2. To ensure that prospective employees are not concealing associations or gaps, the *Consultant* as a minimum verifies the individual's recent (past 3 years) employment or academic history.
- 8.3. Where there are unresolved gaps or doubts remain about an individual's employment history, an independent check of HMRC records may be made.
- 8.4. Every effort should be made to check that the individual has held the previous employment history claimed. Any gaps in the past 3 years employment history should be investigated.

## **9. Criminal record (unspent convictions only) – Outline Requirements**

- 9.1. The *Consultant* should note that the requirement to verify “unspent” convictions does not apply when the BPSS is being carried out as part of the groundwork for NSV, where a full check of criminal records (“spent” and “unspent”) are made as part of that process.
- 9.2. Under the terms of the [Rehabilitation of Offender Act 1974](#), 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 treated as if the offence had never been committed.
- 9.3. The *Consultant's* attention is drawn to the basic disclosure certificate check option available from [Disclosure and Barring Service](#).
- 9.4. Where “unspent” convictions have been disclosed, the *Consultant* carries out a risk assessment, which may include the need for legal advice, before proceeding.

## **10. Approval for employment**

- 10.1. General guidance and requirements post BPSS verification are contained in [Part IV – Post Verification Process of the HMG BPSS](#). An outline description of the core requirements is included below but does not relieve the *Consultant* from its obligation to comply with all the requirements of the BPSS.
- 10.2. Subject to paragraph 10.3 below and unless advised to the contrary by the *Client*, all Staff for whom a completed BPSS Verification Record has been submitted may be treated by the *Consultant* as suitable to undertake the duties referred to in paragraph 2.1 above.
- 10.3. The *Client* 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 *Client* may exclude from the Working Area any individual for whom a BPSS Verification Record is not supplied, is incomplete or is otherwise unsatisfactory.
- 10.4. BPSS Verification Records with a sealed Criminal Record Declaration are assessed separately on a case by case basis by the *Client*. The *Client* advises the *Consultant* if the individual has been approved as suitable to undertake all or any of the duties referred to in paragraph 2.1 above.

## **11. Incomplete or unsatisfactory BPSS Verification Records**

- 11.1. Where a BPSS is incomplete or is otherwise unsatisfactory, the *Client* advises the *Consultant* of the deficiencies and the actions needed to correct them.



- 11.2.The *Client* contacts the [Security Team](#) to address any actions needed as a result of an incomplete or otherwise unsatisfactory BPSS check.

## 12. Renewal of the BPSS

- 12.1.Under most circumstances, renewal of the BPSS is not required.
- 12.2.The *Consultant* rechecks the immigration status of migrant staff before their current right to remain 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.
- 12.3.The *Client* instructs the *Consultant* to carry out additional security checks on any Staff required to operate in or on a [List X](#) site. *[Note to compiler: List X will need to be shown as a defined term in the Contract Data. The definition to be used is: "List X contractors are companies operating in the UK who are working on UK government contracts which require them to hold classified information. This information is at 'Secret' level or above or international partners information classified 'Confidential' or above, and is held in their own premises at a specific site."]*
- 12.4.If an employee, who has previously been subject of a BPSS security check, leaves the employment of the *Consultant* and is subsequently re-employed by the *Consultant* within twelve months, the original security check authorisation may be reinstated. The *Client* may require additional evidence before reinstating the original security check authorisation. In all other cases of re-employment, the full BPSS security check is carried out.

## 13. Ongoing personnel security management ("aftercare")

- 13.1.The *Consultant* monitors, manages and supports the required behaviours of Staff who are approved for work on this contract in line with the principles contained in the Security Policy Framework and reports to the *Client* immediately if the continuing suitability of an employee is in doubt.
- 13.2.Where the *Consultant* reports a case of doubt or the *Client* considers that the actions of any of the Staff do not conform to the required behaviours, the *Client* may instruct the *Consultant* to review the performance of the individual concerned. The *Consultant* takes appropriate action in consequence of the review, which may include
- Performance improvement;
  - Temporary suspension of permits and passes; or
  - Removal of the individual in accordance with Clause 21.3.

## 14. Retention of documentation

- 14.1.The documentation associated with the BPSS security check is retained by the *Consultant* until the expiry of the contract and for a period of twelve months after the individual has ceased to be employed on this contract.
- 14.2.The *Consultant* destroys, in an appropriate secure manner, all electronic and paper copies of documentation which it is no longer required to retain.

## PART TWO – National Security Vetting (NSV)

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## 15. Procedures

- 15.1. In all cases, verification of identity and the individual's entitlement to undertake the work in question is carried out before embarking on NSV.
- 15.2. Other than in exceptional circumstances, NSV is not undertaken before the BPSS's full controls have been applied. The *Consultant* agrees with the *Client*, on a case by case basis, any exceptional cases where NSV and BPSS procedures are required to be carried out in parallel.
- 15.3. The *Client* determines if any Staff need to undertake NSV in addition to the BPSS security check.
- 15.4. If the *Client* considers that NSV is required, the *Client* identifies, manages and undertakes the necessary vetting at the *Client's* expense.
- 15.5. Where the *Client* determines that NSV is required, the approvals process set out in section 10 does not apply, unless the *Client* instructs otherwise. Access permits and passes are ordinarily only issued on satisfactory completion of NSV.

## PART THREE – CABINET OFFICE EFFICIENCY AND REFORM GROUP REQUIREMENTS

### 16. Site Admittance

- 16.1. The *Consultant* submits to the *Client* details of people who are to be employed by it and its Subcontractors with the works. The details include a list of names and addresses, the capacities in which employed, and other information required by the *Client*.
- 16.2. The *Client* may instruct the *Consultant* to take measures to prevent unauthorised persons being admitted on to the site. The instruction is a compensation event if the measures are additional to those required by the Scope.

### 17. Passes

- 17.1. If required, employees of the *Consultant* and its Subcontractors are to carry a *Client's* pass whilst they are on the parts of the site stated in the Contract Data. *[Note to compiler/ guidance: when it refers to part of the Site, it will depend on the role the applicant is being employed for. If the role is office based, access would be given to general office areas where the applicant is to be based; if it's an IT role, the applicant may need access to equipment rooms; if the role is based in an RCC/ NTOC they may need access to the control room (not always the case). The Project Manager/ Client's hiring manager for the role will be able to advise on the specific Site access required for the role in question.]*
- 17.2. The *Consultant* submits to the *Client* for acceptance a list of the names of the people for whom passes are required. The *Client* issues the passes to the *Consultant*. Each pass is returned to the *Client* when the employee no longer requires access to that part of the site or after the *Client* has given notice that the employee is not to be admitted to the site.

### 18. Photographs

- 
- 18.1. The *Consultant* does not take photographs of the site or the works or any part of them unless it has obtained the acceptance of the *Client*.
- 18.2. The *Consultant* takes the measures needed to prevent it and its Subcontractors' Staff taking, publishing or otherwise circulating such photographs.

## Baseline Personnel Security Standard Check

### Introduction

Unless advised otherwise it is the *Client's* hiring manager who completes a Baseline Personnel Security Standard (BPSS) check. The *Client's* hiring manager is be a *Client* employee and is usually the *Client*. Therefore, all *Consultants*, working on Highways England's premises or with its technology, should be BPSS approved before they begin working for the *Client*. This form has been produced to assist the *Client's* hiring managers undertaking checks and to ensure their checks meets the Cabinet Office standards set out in the [Security Policy Framework \(SPF\) May 2018](#) and the [HMG Baseline Personnel Security Standard v6.0 – May 2018](#) (and any subsequent amended versions).

This document contains the BPSS form and guidance notes to assist with the form completion.

Please read the guidance notes fully before starting to complete this form.

This document is split into:

#### BPSS Form sections:

1. Applicant details and identity verification
2. Nationality and right to work
3. Employment history and personal references
4. Criminal records check
5. Declarations

#### Guidance notes:

Annex A: General notes

Annex B: Identity verification

Annex C: Nationality and right to work

Annex D: European Economic Area (EEA) countries

Annex E: Employment history and personal references

Annex F: Personal reference template

Please note that if the applicant only requires external access to Highways England's computer systems (known as ZZ account) then please complete sections 1, 2, 3 and 5 only. The *Client's* hiring manager sends the form to [ITSecurityAdvice@highwaysengland.co.uk](mailto:ITSecurityAdvice@highwaysengland.co.uk). A criminal records check is not required for ZZ accounts.

If the applicant already has BPSS approval from their current employer, they are not required to complete another check. It does not matter how long ago the approval was given or whether there has been a period when they didn't work for their current employer. If the *Client's* hiring manager is informed of this by the *Consultant*, the *Client's* hiring manager needs to email the [Security Team](#) who will check the applicant's details against their records for existing BPSS approvals.

If assistance is required to complete this form, the *Client's* hiring manager should contact the Security Team via email on [SecurityTeam@highwaysengland.co.uk](mailto:SecurityTeam@highwaysengland.co.uk).

# BPSS FORM

## SECTION 1 - Application details and identity verification

### 1.1 *Client's* hiring manager details

|                        |  |
|------------------------|--|
| Hiring manager's name: |  |
| Company location:      |  |
| Telephone number:      |  |

### 1.2 Applicant details

|   |  |
|---|--|
| Applicant's name:                           |  |
| Gender:                                     | Male / female (please delete as appropriate)           |
| Current home address:                       |  |
| Contact telephone number:                   |  |
| Prospective Highways England place of work: |  |
| Prospective start date:                     |  |
| Position:                                   | Contractor / Consultant (please delete as appropriate) |

### 1.3 Identity verification (for the *Client's* hiring manager)

The applicant presents you with appropriate documentation to prove their identity. Annex B – Identity verification provides details of which documents are acceptable and general guidance on this section. Generally, one document which contains a photo or 2 documents without photos are sufficient.

Please note the document(s) you have seen below:

|                   |  |                 |  |
|-------------------|--|-----------------|--|
| Document type:    |  | Date of issue:  |  |
| Country of issue: |  | Date of expiry: |  |

|                   |  |                 |  |
|-------------------|--|-----------------|--|
| Document type:    |  | Date of issue:  |  |
| Country of issue: |  | Date of expiry: |  |

(please replicate table for each document taken as required)

## SECTION 2 - Nationality and right to work

### 2.1 Applicant's details

Nationality (list all):

Are you subject to immigration control? Yes/no (please delete)

If yes, please specify:

Are there any restrictions on your continued residence in the UK? Yes/no (please delete)

If yes, please specify:

Are there any restrictions on your continued freedom to take employment in the UK? Yes/no (please delete)

If yes, please specify:

### 2.2 Nationality verification (for *Client's* hiring managers)

The applicant provides you with appropriate documentation to prove they have the 'right to work' in the UK. The list of acceptable documents is provided by UK Visas and Immigration accessible [here](#).

You also follow their 3-step guide accessible [here](#).

Annex C below contains general guidance on this section.

Annex D below contains a list of European Economic Area (EEA) countries whose citizens have a 'right to work' in the UK.

Please note the document(s) you have seen below:

|                              |  |
|------------------------------|--|
| Document:                    |  |
| Date of issue:               |  |
| Review date (if applicable): |  |

(please replicate table for each document taken as required)

## SECTION 3 - Employment history and references

### 3.1 Applicant's employment history (past 3 years)

Please provide details of all the companies you have worked for in the last 3 years (whether in the UK or overseas). You need to provide references from these employers:

|                       |  |
|-----------------------|--|
| Company name:         |  |
| Company address:      |  |
| Contact name:         |  |
| Period of employment: |  |

|                       |  |
|-----------------------|--|
| Company name:         |  |
| Company address:      |  |
| Contact name:         |  |
| Period of employment: |  |

|                       |  |
|-----------------------|--|
| Company name:         |  |
| Company address:      |  |
| Contact name:         |  |
| Period of employment: |  |

(please replicate table as required)

### 3.2 Gaps in applicant's employment history

Please describe any gaps in your employment including time spent in full-time education, any foreign travel or periods of unemployment within the past 3 years:

### 3.3 Employment verification (for *Client's* hiring managers)

You will need to obtain confirmation from all the companies listed, as well as letters from schools/ academic institutions and/ or passport visas to confirm overseas travel. Annex E below provides guidance on this section.

#### Please answer the 3 sections below:

- a) Please confirm that you have verified employment with all the companies listed: Yes/no (please delete)

If no, please explain why this was not possible:

- b) Please confirm the documents you have seen which verify any gaps in employment:

|                |  |
|----------------|--|
| Document:      |  |
| Date of issue: |  |

(please replicate table as required)

- c) If you have obtained a personal reference, please record the referee's details below:

|                            |  |
|----------------------------|--|
| Referee:                   |  |
| Relationship to applicant: |  |
| Address:                   |  |



## SECTION 4 - Criminal record check

### 4.1 Information for applicants

We require a criminal record check to confirm if you have any unspent convictions. You do not need to tell us about any spent convictions.

A basic Disclosure and Barring Service (DBS) check is the criminal record check available for people living or working in England and Wales. If you have been living or working in Scotland or Northern Ireland for over 6 months in the last 3 years, another criminal record check will need to be applied for. Full details on how to apply can be found [here](#).

Once you have applied, please keep a copy of the reference number to provide to your hiring manager.

Further details on what information is included on each certificate are on the relevant website.

It will be helpful to tell your hiring manager about offences that will be shown on your certificate, before your certificate arrives.

### 4.2 Criminal records check verification (for *Client's* hiring managers)

The applicant provides the *Client's* hiring manager with either:

- evidence that the application for the certificate has been submitted (e.g. reference number or screen shot); or
- a recent (issued within 3 months) original criminal records certificate; or
- an older original certificate if the applicant still works for the same employer and the check was carried out as part of their employment.

Please note the document you have seen below:

|                |  |
|----------------|--|
| Document:      |  |
| Date of issue: |  |

(please replicate table as required)

If the application has only just been made, hiring managers will need to make sure they review the certificate when it arrives. If hiring managers are unsure about any of the details shown on the certificate, please contact the [Security Team](#).

An overseas criminal record certificate will also be required if the applicant has been outside of the UK for a period of 6 months or over in the last 3 years. The [Security Team](#) can provide guidance on how to obtain these certificates.

## SECTION 5 - Declarations

### 5.1 Applicant's declaration:

I declare that the information I have given on this form is true and complete. In addition, I understand that any false information or deliberate omission in the information I have given on this form may prevent me from working with Highways England. I will notify the hiring manager of any material changes to the information I have provided.

|            |  |
|------------|--|
| Name:      |  |
| Signature: |  |
| Date:      |  |

### 5.2 Client's hiring manager's declaration:

I certify that in accordance with the requirements of the BPSS, I have examined the documents listed on this form and can confirm that the applicant has satisfied the requirements in all sections.

I have made available to the applicant the appropriate privacy notice (see Annex A), which informs the applicant as to their statutory rights under the Data Protection Act 2018 and General Data Protection Regulation.

|            |  |
|------------|--|
| Name:      |  |
| Signature: |  |
| Date:      |  |

# GUIDANCE NOTES

## Annex A

### General notes

- The *Client's* hiring manager see original documents, copies are not acceptable.
- All the time the *Client's* hiring manager needs to check that birth dates, signatures and photos match. If any discrepancies are found, please contact the [Security team](#) for advice.
- The *Client's* hiring manager complies with the Data Protection Acts and General Data Protection Regulation (GDPR), therefore
  - remember to delete any electronic versions of this form/ personal documents and securely destroy paper copies of documents when they are no longer relevant. UK Visas and Immigration provide advice on how long to keep copies of nationality and right to work documents [here](#); and
  - issue the applicant with the latest [Highways England BPSS Privacy Notice document](#).
- Once the applicant starts work, the *Client's* hiring manager will need to email the [Facilities helpdesk](#) to request that the applicant's photo is taken for their building pass and a building induction is undertaken.
- If the *Client's* hiring manager is not located in the same building as the applicant, the *Client's* hiring manager will need to make sure there is someone available to greet the applicant at reception and undertake a new starter induction. The *Client's* hiring manager will also need to make sure that reception is aware of the date the applicant is starting work.

If the *Client's* hiring manager has any questions regarding this form or the BPSS check itself, the [Security team](#) can be contacted for assistance. If the *Client's* hiring manager would prefer to speak to someone, please state this in your email and a member of the Security team will call you as soon as they can.

## Annex B

### Applicant details and identity verification

Generally, one document which contains a photo or two documents without photos will provide adequate proof of identity. However not all documents are of equal value; listed below are some examples of documents that are from reliable sources, are difficult to forge and are dated. Documents with an expiration date are to be current and all others should have been issued within the last 6 months.

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

- Current UK photo-card driving licence; and/ or
- Current passport.

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

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

- Birth, adoption or gender recognition certificate;
- Marriage licence, divorce (decree absolute) or annulment papers;
- Current full UK driving licence (old 'paper' version);
- A recent utility bill (issued within the last 6 months);
- A council tax bill (valid for the current year period);
- Bank, building society or credit union statement (issued within the last 6 months) or passbook containing the applicant's current address;
- Current benefit book or card or original notification letter from the DWP confirming the right to benefit (these documents are not required to be dated within the last 6 months); and
- Police registration document or HM Forces identity card.

This is not an exhaustive list and if none of these documents are available, please contact the [Security Team](#) for further advice.

#### What to look for when examining documents:

- The documents shown to you are the original documents. If you are unsure, consider comparing them to other examples you may have to hand if applicable. Otherwise please consult Her Majesty's Passport Office guidance for checking UK Passports [here](#);
- Examine the documents for alterations or signs that the photograph and/ or signature has been removed and replaced;
- Check that any signature on the documents tallies with other examples in your possession. If you're unsure, ask the applicant to sign something in your presence;
- Check that details given on the documents corresponds with what you already know about the individual;
- Check the date of issue on each document. If all documents are newly issued and there are only minimal references available which do not cover the last three years' employment records, please contact the [Security Team](#) for more advice.

If you have any doubts about the documents you have been given, please contact the [Security Team](#), before discussing your concerns with the applicant.

#### Young Applicants

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

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

## Annex C

### Nationality and right to work

The current advice from UK Visas and Immigration on nationality and right to work in the UK is available on their [website](#).

In addition, please note:

- You satisfy yourself that each document produced relates to the applicant, and you will need to check that all documents contain the same date of birth, photo and the applicant's appearance looks the same.
- It is not necessary to send copies of these documents to the Security Team. However, if you are unsure or unfamiliar with the documents you have been given, the Security Team are available to advise you. Please email the [Security team](#) in the first instance and, if required, the *Client's* hiring manager will be asked to scan the relevant parts of the documents in question and send it to the team for their review.
- The UK Visas and Immigration website provides advice on how long to keep copies of nationality and right to work documents [here](#).

## Annex D

### European Economic Area (EEA) Countries

Citizens of the United Kingdom, Switzerland or one of the following European Economic Area (EEA) countries, have the right to work in the UK. Further information is available [here](#).

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

## **Annex E**

### **Employment history and personal references**

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

#### **Personal references**

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



Annex F

## Personal reference template

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

Dear .....

**SUBJECT:** *[insert applicant's name]*

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

|            |  |          |  |
|------------|--|----------|--|
| Date from: |  | Date to: |  |
| Capacity:  |  |          |  |

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

3. Are you involved in any financial arrangements with the subject?

YES/ NO (please delete)

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

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

|                   |  |
|-------------------|--|
| Name:             |  |
| Signature:        |  |
| Date:             |  |
| Address:          |  |
| Telephone number: |  |
| Email address:    |  |