



## **National Highways Limited**

### **NEC4 Professional Service Contract (June 2017 with amendments January 2019, October 2020 and January 2023)**

#### **SCOPE**

in relation to a *service* for

[insert contract name here and tender date]

### CONTENTS AMENDMENT SHEET

Issue No.	Revision No.	Amendments	Initials	Date

National Highways Use Only

**TABLE OF CONTENTS**

<b>CLIENT'S SCOPE</b> .....	<b>6</b>
<b>Table of Annexes</b> .....	<b>7</b>
<b>S 100 Purpose of the service</b> .....	<b>8</b>
S 101 Identified and Defined Terms .....	8
S 105 <i>Client's</i> objectives .....	8
S 106 Reference documents .....	10
S 110 Background.....	10
<b>S 200 Description of the service</b> .....	<b>11</b>
S 205 Description of the <i>service</i> .....	11
S 245 Condition Survey.....	11
<b>S 300 Existing information</b> .....	<b>12</b>
S 305 Existing Information .....	12
<b>S 400 Specifications and standards</b> .....	<b>12</b>
S 405 Specifications and standards .....	12
<b>S 500 Constraints on how the <i>Consultant</i> is to Provide the Service</b> .....	<b>13</b>
S 501 Risk Management .....	13
S 502 Business Continuity .....	14
S 503 Insurance requirements .....	15
S 504 Security and identification of people.....	15
S 505 Not Used.....	21
S 506 People Strategy .....	21
S 507 Discrimination, bullying & harassment and modern slavery.....	31
S 508 Conflict of Interest.....	34
S 509 <i>Client's</i> Fair Payment Charter, Supplier Counter Fraud, Bribery, and Corruption Code of Conduct.....	35
S 510 Communication system.....	35
S 511 Communication .....	35
S 512 Data Protection .....	44
S 513 Offshoring of data .....	51
S 514 Information Systems and Security.....	53
S 515 Management procedures .....	68
S 516 Energy Efficiency Directive .....	68
S 517 Environmental and Sustainability requirements.....	72
S 518 Supply Chain Alignment.....	76
S 518.1 Behaviours.....	76
S 518.2 Not Used.....	78

S 518.3	Supplier Development System .....	78
S 519	Project Control Framework .....	79
S 519	Develop, Design, Deliver Scheme (3D) Process .....	80
S 520	Interfaces with third parties .....	81
S 525	Co-ordination and co-operation.....	81
S 526	Consideration of Others .....	82
S 530	Design submission procedures and acceptance criteria.....	85
S 531	Design approvals from Others.....	86
S 535	Quality management system.....	86
S 540	Quality plan.....	87
S 541	Audit, nonconformities (including “defects”) and quality management points.....	87
S 542	Quality Management Points .....	90
S 543	Continual Improvement.....	92
S 544	Performance measurement.....	98
S 545	Health Safety and Wellbeing.....	99
S 550	Legal requirements .....	114
S 555	Disclosure Requests .....	114
S 556	Official Secrets Act.....	116
S 557	Confidentiality .....	116
S 560	Form of retained documents .....	117
S 561	Format of records.....	117
S 562	Records and audit access.....	118
S 563	Deed of Novation .....	118
<b>S 600</b>	<b>Information and other things provided by the <i>Client</i> and Others.....</b>	<b>119</b>
S 605	Provision by the <i>Client</i> .....	119
S 610	Provision by Others.....	119
S 615	Approvals from <i>Others</i> .....	119
<b>S 700</b>	<b>Timing, programme and Completion.....</b>	<b>119</b>
S 705	Programme requirements .....	120
S 710	Format of the programme .....	122
S 715	Sequence & timing.....	123
S 720	Information & other things provided by the <i>Client</i> and Others .....	123
S 725	Revised programme.....	123
S 730	Completion definition .....	124
S 731	Documents.....	124
S 732	Pre-Completion arrangements .....	125
S 733	Security.....	126
S 735	Sectional Completion .....	126
<b>S 800</b>	<b>Other requirements of the <i>conditions of contract</i>.....</b>	<b>126</b>

S 805	<i>Consultant's</i> application for payment.....	126
S 806	Provision of price information .....	127
S 807	Cost verification .....	128
S 810	<i>Client</i> use of the material .....	128
S 815	<i>Consultant</i> use of the material.....	128
S 820	Records of <i>expenses</i> .....	128
S 825	Subcontracting.....	128
S 826	Publication of subcontracting opportunities .....	132
S 827	Prompt payment .....	134
S 828	Advertising subcontracts in accordance with the Public Contracts Regulations 2015.....	135
S 829	Records and reporting for small and medium enterprises .....	136
S 830	Training.....	137
S 832	Meetings .....	137
<b>S 900</b>	<b>Acceptance or procurement procedure (Options C and E) .....</b>	<b>139</b>
S 905	Procurement procedures.....	139
S 910	Submission & acceptance procedures .....	139
<b>S 1000</b>	<b>Accounts and records (Options C and E) .....</b>	<b>139</b>
S 1005	Additional records .....	139
<b>S 1100</b>	<b>Ultimate holding company guarantee (Option X4) .....</b>	<b>140</b>
S 1101	Parent Company Guarantee .....	140
S 1102	Legal Opinion.....	140
<b>S 1200</b>	<b>Undertaking to Others (Option X8) .....</b>	<b>142</b>
S 1205	<i>Undertakings</i> to Others .....	142
<b>S 1300</b>	<b>Transfer of rights .....</b>	<b>143</b>
S 1305	<i>Consultant's</i> rights over material prepared for the design of the <i>service</i> .....	143
S 1310	Other rights to be obtained by the <i>Consultant</i> .....	143
S 1315	Escrow .....	145
<b>S 1400</b>	<b>Information modelling (Option X10) .....</b>	<b>147</b>
S 1405	Information Modelling Requirements.....	147
S 1406	Employer Common Data Environment (e-CDE) .....	148
<b>S 1500</b>	<b>Performance bond (Option X13) .....</b>	<b>154</b>
S 1505	Form of performance bond.....	154
<b>S 1600</b>	<b>Project Bank Account (Option Y(UK)1) .....</b>	<b>154</b>
S 1606	Project Bank Account (PBA) tracker.....	155
<b>S 1700</b>	<b>Designated funds [Optional] .....</b>	<b>156</b>
S 1700	Designated funds .....	156

## CLIENT'S SCOPE

[The Scope is prepared following the general guidance set out in the [NEC4 preparing a Professional Service Contract volume 2](#). Include the following provisions as applicable. If a section or subsection is not required, then insert the statement "Not used".

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

The following structure can be changed, but entries contained should be included unless they do not apply.

This contract is provided for the award of a *Consultant* for a specific project, or activity.

### **Note to compiler**

#### **Transparency of standards requirements:**

Note following the recent Court Judgment in C386/10 Commission v Netherlands

- all relevant standards need to be transparently listed to enable tenderers to determine the subject of the contract,
- all reference documents used in any of the Scope documents are to be included in Scope Annex 02 also, where the weblink or location of the document are to be provided in full. Weblinks should be written out showing its full web address, not hyperlinked. Documents which are provided as attachments are accompanied by their location, e.g. provided in the *Client's* e-tendering system or Data Room. Reference documents quoted in Scope wording are written out between speech marks followed by the text '(see link in **Annex 02**)', e.g. "... as set out in the *Client's* "Strategic Business Plan" (see link in **Annex 02**)..."

The Scope is a complete and precise statement of the *Client's* requirements. It may be used for the pricing of a project prior to contract award and is used in the delivery.

Scope is drafted in accordance with the three key objectives of the NEC, namely flexibility, clarity and stimulus to good management.

Entries in red are to be determined by the compiler and these should be reviewed and changed to black text as appropriate.

Entries contained within red brackets '[ ]' are to be determined by the compiler and these need to be accepted or changed as appropriate and agreed by the Procurement Officer.

Guidance and notes to compilers are also given in **red** or comment boxes and must be removed during compiling and prior to publication of the tender documents.

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

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

In NEC4 contracts, 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.

In NEC4 contracts, 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 Works / Service / Service / Goods and Services' is a defined term, see Annex 01 for a list of defined terms relating to the Scope (please note these defined terms are in addition to those found in Z1).

Terms used in the Scope should match with both parts of the Contract Data and with the conditions of contract which includes the Z clauses.

**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. website), public domain (e.g. published book) or by providing a contact from where the documents may be obtained.]**

**Governance**

The internal governance process for compiling and approving the Scope for an individual project is as set out in CCF Processes:

- 4.2 Producing Documentation and
- 4.3 to 4.6 Procurement Development Group Approval to Proceed to Line of Defence (LOD) Stage(s) & Completion of LOD Stages 0 to 3.]

Table of Annexes	
Annex Number	Name of Annex
1	Defined Terms
2	Reference Documents
3	Insurance
4	Client's Personnel Security Procedures
5	People Strategy
6	Data Protection
7	Form of Novation (old Client to new Client)
8	Form of Novation (old Consultant to new Consultant)
9	Parent Company Guarantee
10	Form of Performance security
11	Project Bank Account Trust Deed for auto join option
12	Project Bank Account Joining Deed for auto join option

## S 100 Purpose of the service

[The *Client's* overall objectives may also be stated, so that the *Consultant* understands the context in which it Provides the Service and can work with the *Client* to achieve them.]

## S 101 Identified and Defined Terms

S 101.1 In this Scope terms identified in the Contract Data are in italics and defined terms have capital initials. Other terms used with capital letters are defined in the *conditions of contract* or have the meaning given to them in **Annex 01**.

## S 105 *Client's* objectives

S 105.1 The purpose of this section is to communicate the *Client's* vision, values, outcomes and the key objectives of the contract, outlining the *Client's* expectations regarding how the *Consultant* supports delivery of these.

### About us

S 105.2 The *Client* is a road operator responsible for managing the busiest strategic road network in Europe, carrying one-third of all road traffic and two-thirds of freight traffic in England.

S 105.3 The *Client's* strategic road network is a key enabler of economic growth and prosperity and is essential to the quality of life of the United Kingdom.

S 105.4 The *Client's* role is to deliver a better service for road users and to support a growing economy. It operates, manages and improves the strategic road network in the public interest, maintains the strategic road network on a day-to-day basis and provides effective stewardship of the strategic road network's long term operation and integrity.

### The *Client's* Vision

S 105.5 The *Client's* vision, as set out in the *Client's* "Strategic Business Plan" (see link in **Annex 02**), is to revolutionise its roads and create a modern strategic road network across England over the next 25 years. It plays its part in supporting economic growth and shaping a modern Britain to make a real difference to people's lives and businesses' prospects.

### The *Client's* Imperatives

S 105.6 The *Client's* vision comprises of three imperatives,



- **safety** – the safety of its employees, its service partners and its road users,
- **customer service** – the customer service and experience that road users have and
- **delivery** – the delivery of the governments’ road building and maintenance programme which includes spending over £4 billion a year delivering its strategic road network and wider benefits to its road users, stakeholders and customers.

S 105.7 The *Client’s* imperatives set out how it acts to achieve this vision. The *Consultant* aligns with these imperatives and supports the *Client* in achieving its vision.

### The *Client’s* Values and Expectations

S 105.8 The *Client’s* values are

- **safety** – “we care about our customers, delivery partners and workforce and strive to see that no one is harmed when using or working on our strategic road network”,
- **integrity** – “we are custodians of the strategic road network, acting with integrity and pride in the long-term national interest”,
- **ownership** – “we have a clear vision for the future of the strategic road network and find new ways to deliver by embracing difference and innovation, while challenging conventions”,
- **teamwork** – “we have an open and honest dialogue with each other, as well as our customers, stakeholders and delivery partners” and
- **passion** – “building on our professionalism and expertise, we are always striving to improve, delivering a strategic road network that meets the needs of our customers.”

S 105.09 The *Client’s* values describe how it delivers its vision and imperatives, how to treat each other, and expect to be treated, how it wants to be seen as an organisation and how it does business.

S 105.10 The *Consultant* has values that align to those of the *Client* and makes all decisions collaboratively to achieve the *Client’s* outcomes below.

### The *Client’s* Outcomes

S 105.11 The *Client’s* “Delivery Plan” (see link in **Annex 02**) sets out the *Client* performs its main activities to improve the capacity and performance of its strategic road network.

- S 105.12 The *Consultant* plays a key role in helping and enabling the *Client* to achieve the outcomes of the “Delivery Plan” by delivering the outcomes of
- supporting economic growth,
  - a safe and serviceable strategic road network,
  - a freer flowing strategic road network,
  - an improved environment and
  - a more accessible and integrated strategic road network.
- S 105.13 This is achieved through
- planning to grow capacity,
  - growing capability,
  - building relationships,
  - efficient and effective delivery and
  - improving customer interface.

### Contract Core Principles & Key Objectives

- S 105.14 The core principles and key objectives are
- [State contract specific core principles and objectives here]
  - [The *Consultant* aligns key decision makers performance measurement metrics when employed on the *Client*'s projects, to the *Client* and project principles, values and objectives].

### S 106 Reference documents

- S 106.1 References to documents within this Scope can be found in **Annex 02**.

### S 110 Background

S 110.1 [Provide a summary of why the *service* is being commissioned. Set out the background to and the context in which the *service* will be carried out. Include relevant information which helps the *Consultant* plan the delivery of the *service*. This should be as concise as possible may answer questions such as:

- What is the objective of the *Client*'s overall project of which *service* is a part?
- Why is the *service* being carried out?
- How does the *service* fit into a project or programme?
- Where is project located?
- What are the types of activities required to be carried out?

A detailed description of the *service* is contained within Section S 200]

## S 200 Description of the *service*

## S 205 Description of the *service*

S 205.1 The deliverables to be provided to the *Client* include [insert deliverables which may include any or all of the following:

- copies of reports and brochures which have been accepted by the *Client*,
- copies of negatives of drawings which have been accepted by the *Client*,
- copies of correspondence and records of consultations and meetings, including copies of correspondence with the various external organisations,
- copies of all designs with supporting information, including the results of all surveys,
- copies of all procedures used in the development of any model and
- details of all computer systems and programs used together with all relevant data tapes, disks and print-outs in connection with the *service*.]

[Note to compiler - Provide a complete and precise description of what the *Consultant* is required to do to Provide the Service including deliverables. This should be consistent with the definition of the *service* in Contact Data Part one and identify the outline scope of *service* to be provided. A general description of *Consultant's* plan may be included here.

This may include a schedule or list of activities or tasks to be carried out or a detailed description of the *service*. Depending on the complexity of the *service*, it may be necessary to include information in separate parts of the Scope and/or in the appendices to the Scope.

Clearly state what deliverables are to be submitted for acceptance by the *Service Manager*.

Issues relating to the timing of the *service* are included in S 700.]

## S 245 Condition Survey

S 245.1 The *Consultant* carries out a risk assessment of the effect the *service* may have on the structural integrity of adjacent roads, railways, buildings, structures and fields. The *Consultant's* risk assessment includes

- details of any proposed survey works to inform design development, which has the potential to affect any Others assets, land and access roads,

- details of trigger levels and
- proposed actions when a trigger is breached.

S 245.2 The *Consultant* surveys (in accordance with “CS 450 – Inspection of Highways Structures” (see link in **Annex 02**)) such roads, railways, buildings, structures and fields to determine their condition before and after Completion to establish if their structural integrity has diminished. The *Consultant* provides these risk assessments for information to the *Service Manager* eight weeks prior to undertaking the relevant construction activities

S 245.3 The *Consultant* does not enter land or property, or contact the land or property owner, without prior agreement of the *Service Manager*. The *Consultant* does not commit the *Client* to any payment for land/property entry. The *Consultant* coordinates all access requirements and submits the survey scope, methods, etc. to the *Service Manager* for agreement.

S 245.4 Unless otherwise agreed with the *Service Manager*, the *Consultant* records all survey arrangements and submits a copy of this correspondence to the *Service Manager*, no later than 48 hours prior to taking access.

S 245.X [State any additional specific requirements and constraints for condition surveys, this could include how the surveys should be documented to meet third party requirements or specific locations or assets that need a particular type of survey to determine condition].

## S 300 Existing information

### S 305 Existing Information

S 305.1 [Note to compiler - List existing information which is relevant to the *service*. The information itself might be best provided by inclusion of appendices to the Scope. The listed documents should include details for each document stating the author, the unique reference number, date & revision.

If part of *service* is to develop this information, that should be stated in S 200.]

## S 400 Specifications and standards

### S 405 Specifications and standards

S 405.1 Except where otherwise directed, all materials, workmanship, designs and assessments are to comply with the *Client's* standards and procedures current at the Contract Date or, for *Consultant* designed elements, the time the relevant design certificate is signed. The current standards and procedures are identified in section [S XXX].

S 405.2 If a standard or procedure subsequently changes, the *Consultant* complies with the revised standard or procedure if instructed by the *Service Manager*.

S 405.X [Note to compiler - List any specifications and standards which apply. Such documents are likely to include both requirements and constraints and, so they should be checked to ensure they are consistent with other parts of the Scope. If there are none, delete row.]

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

### S 501 Risk Management

- S 501.1 The *Client's* "Risk Management Policy" (see link in **Annex 02**) is crucial to the successful delivery of the *Client's* objectives. A risk management framework has been implemented to enable the effective and efficient management of risk.
- S 501.2 Within the risk management framework, the *Client's* "**Risk Management Policy**" outlines the approach for the management of risks and issues including system process, the definition of risk, risk governance, roles and responsibilities, high level risk management process and supply chain principles.
- S 501.3 The *Client's* risk management process is separate to the contractual early warning process. Although matters identified through that process may be entered into the risk management process as risks and cross-referenced to track and inform mitigation and management of the risk.
- S 501.4 The *Client* has adopted the following definition for risk,  
"the uncertainty around the company's ability to achieve its objectives and execute its strategy effectively".
- S 501.5 For the *Client* risk management is a continuous process of identifying, assessing and treating risks to reduce threats, maximise opportunities and increase the likelihood of delivering strategic, operational, directorate, programme and project objectives.
- S 501.6 The *Client's* risk management approach aims to ensure that
- risks are systematically identified, understood, prioritised and managed by the correct parties and individuals in a consistent and efficient manner,
  - assurance is provided to the *Consultant*, *Service Manager*, the *Client* and other stakeholders that risks are understood and managed, and
  - all parties are fully aligned with and demonstrably meet the requirements of the *Client's* risk management framework.
- S 501.7 The *Consultant* complies with the risk management requirements described in this section S 501 and as contained in the

- “Risk Management Policy” (see link in **Annex 02**) and
- as per the standards in section S 535 of the Scope
- “Major Projects Risk and issue management principles” document,
- “Major Projects Risk and issue management manual”,
- “Major Projects Quantitative risk analysis framework”,
- “Major Projects Quantitative schedule risk analysis methodology”,
- Project Control Framework,
- “Major Projects Risk Management System User Guide” and
- [include any project specific risk management guidance].

See links in **Annex 02**.

- S 501.8 The *Consultant* uses the *Client’s* risk management system. Outputs developed through this process may be used in other risk assessments.
- S 501.9 The *Client* carries out a risk assessment against the Scope to be delivered. A copy of the lists of risks are included in **Annex 02**.
- S 501.10 The *Consultant* ensures that risks which could impact on the project objectives are systematically identified, understood, prioritised and managed whilst being continually reviewed and communicated in a collaborative manner with the *Service Manager*.
- S 501.11 The *Consultant* supports the *Service Manager* in the operation of the [risk management system / register] in relation to project risks.

## S 502 Business Continuity

- S 502.1 The *Consultant* ensures a business continuity arrangement is in place as part of its capability for responding to and managing incidents and unplanned disruptions to normal working.
- S 502.2 The *Consultant’s* business continuity plan aligns with “ISO 22301:2019 Security and Resilience standard” (see link in **Annex 02**) and includes
- purpose and scope of the business continuity plan,
  - identification of business activities which are critical to Providing the Service,
  - defined roles and responsibilities for people and teams who have authority during and following any unplanned interruptions to business-critical activities,
  - a process for activating the response to any unplanned interruptions to business-critical activities,

- incident management arrangements which cover the immediate consequences of a disruptive incident giving due regard to
  - the welfare of individuals,
  - strategic, tactical, and operational options for responding to a disruption,
  - prevention of further loss or unavailability of critical activities,
- consideration of unplanned disruptive events within risk assessments and
- details on how and under what circumstances the *Consultant* communicates with the *Service Manager* and other key interested parties during any unplanned disruptions to business-critical activities.

S 502.3 The *Consultant* confirms compliance with the paragraph S 502.2 in a letter to the *Service Manager*. The *Service Manager* reserves the right to audit against paragraph S 502.2 at any time.

### S 503 Insurance requirements

S 503.1 The *Consultant* is required to have in place required insurances described in the Insurance Table in the Contract Data and as shown in **Annex 03**.

S 503.2 The *Consultant* discharges all its obligations under the “Insurance Act 2015” (see link in **Annex 02**) when placing, renewing or maintaining any insurances required by the contract.

### S 504 Security and identification of people

#### S 504.1 Mandatory obligations

S 504.1.1 The *Consultant*

- is required to adopt the personnel security requirements and management arrangements,
- familiarises itself with the objectives and principles embodied in addition to the mandatory obligations extracted and
- ensures that the appropriate level of personnel security is obtained and maintained for all its Staff

in accordance with

- “HMG Security Policy Framework”,
- “HMG Personnel Security Controls” and
- “HMG Baseline Personnel Security Standard” (the BPSS)

(see links in **Annex 02**) issued by the Cabinet Office as amended from time to time.

S 504.1.2 The *Client* notifies the *Consultant* of any revisions to the personnel security requirements arising as a consequence of subsequent amendments to

- the “*Client’s* Personnel Security Policy”,
- “HMG Security Policy Framework”,
- “HMG Personnel Security Controls” and
- “HMG Baseline Personnel Security Standard (the BPSS)”

and agrees any remedial action required by the *Consultant* as a result of the amendments.

### **S 504.2 Security checks – minimum requirements**

S 504.2.1 The “HMG Baseline Personnel Security Standard (the BPSS)” (as amended) forms the personnel security control requirements for all its Staff whose duties include

- working in any of the *Client’s* premises, for example, the site, offices, depots, regional operations centres (ROC), the national traffic operations centre (NTOC) and any outstations owned and operated by the *Client*,
- use of the *Client’s* Information Systems and
- working unsupervised in any other capacity.

S 504.2.2 The *Service Manager* may notify the *Consultant* of a modification to the categories of its Staff requiring BPSS security checks at any time.

S 504.2.3 Unless advised otherwise by the *Client*, the *Consultant* completes a BPSS check for all Staff identified by the application of the requirements in S 504.2.1 and S 504.2.2. The *Consultant* confirms completion of the BPSS checks to the *Client* prior to those Staff working for or with the *Client*. The *Consultant* ensures that subcontractors (at any stage of remoteness from the *Client*) complete the BPSS checks for all subcontractor staff identified by the application of the requirements in S 504.2.1 and S 504.2.2

### **S 504.3 Security checks – additional vetting requirement**

S 504.3.1 The *Service Manager* determines if the *Consultant* or any subcontractor (at any stage of remoteness from the *Client*) is required to undertake the National Security Vetting (NSV) in addition to the BPSS check in line with the *Client’s* policies

The *Service Manager* notifies the *Consultant* of the appropriate level of NSV to be carried out.



S 504.3.2 Procedural and other details for ensuring compliance with NSV are set out in subsection “Part Two - National Security Vetting (NSV)” below.

### Part One – BPSS Compliance

#### S 504.4 Procedures

S 504.4.1 As defined in Scope section S 514 (Information Systems and Security), the *Consultant* produces a security plan to ensure the confidentiality, integrity and availability of the *Client’s* asset (materials and information).

S 504.4.2 The recruitment controls of the BPSS are required to have been carried out for all Staff to whom paragraph S 504.2.1 applies prior to their employment on the contract.

Where verification of identity is not straightforward, but a risk-based decision is taken to employ an individual, the *Consultant* notifies the *Service Manager* and records the matter on the early warning register where such an individual is appointed to work.

S 504.4.3 The *Consultant* takes all necessary measures to confirm that any previous security checks carried out on existing Staff meet the requirements of the BPSS, either in full or by exception, using the risk management assessment process guidance contained in

- “HMG Security Policy Framework”,
- “HMG Personnel Security Controls” and
- “HMG Baseline Personnel Security Standard”.

S 504.4.4 The *Consultant* notes that, for existing Staff with more than three 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 the *Consultant’s* human resources (HR) team or one of its directors, certifying the same.

S 504.4.5 The *Consultant* reconciles any unacceptable gaps identified between the BPSS and existing security checks in accordance with the requirements of the BPSS.

S 504.4.6 The *Consultant* maintains full and auditable records of all security checks carried out on Staff and makes such records available to the *Service Manager* for audit purposes upon request.

S 504.4.7 The *Consultant* ensures that subcontractors (at any stage of remoteness from the *Client*) maintain full and auditable records of security checks carried out on staff and make such records available to the *Service Manager* for audit purposes upon request.

S 504.4.8 If

- the *Project Manager* discovers any non-compliance with the requirements of the BPSS,
- the *Consultant* or subcontractor (at any stage of remoteness from the *Client*) fails to keep full records of security checks carried out on Staff or
- the *Consultant* or subcontractor (at any stage of remoteness from the *Client*) fails to make such records available upon request

the *Service Manager* may

- invoke individual withdrawal of permits or passes to Staff or
- invoke systematic withdrawal of permit or passes to Staff,
- require that an independent audit of the *Consultant's* BPSS security checks procedure is undertaken at the expense of the *Consultant* and
- instruct the *Consultant* to take appropriate action to immediately address any non-compliance with the BPSS notified to it by the *Service Manager*.

S 504.4.9 The *Consultant* notes that the BPSS does not constitute a formal security clearance. The BPSS is the recognised standard for the pre-employment screening of individuals with access to government assets. It is not a formal security clearance, but its rigorous and consistent application that underpins the NSV process. It is designed to provide a level of assurance as to the trustworthiness, integrity and reliability of the individual involved.

#### **S 504.5 Security check process for BPSS**

S 504.5.1 The security check process of the BPSS follows the guidance provided in “HMG Baseline Personnel Security Standard May 2018” (see link in **Annex 02**).

S 504.5.2 The specific requirements for verification of each of the four main elements above are set out in “Part II - The Verification Process of the HMG Baseline Personnel Security Standard” (see link in **Annex 02**).

S 504.5.3 Information collected at each stage of the process is reviewed, assessed and recorded by the *Consultant* in line with the BPSS form set out in **Annex 04**. The *Service Manager* informs the *Consultant* of the personnel security data requirements to support access control.

#### **S 504.6 Nationality and immigration status (including an entitlement to undertake the work in question) – outline requirements**

S 504.6.2 The *Consultant* takes the necessary steps to ensure that an individual has the right to remain in the UK and undertake the work in question, including a

review of the individual's settlement status as required under the "EU Settlement Scheme" (see link in **Annex 02**) where applicable.

S 504.6.3 The *Consultant* applies all checks consistently and complies with its obligations under the "Equality Act 2010" (see link in **Annex 02**).

#### **S 504.7 Approval for employment**

S 504.7.1 General guidance and requirements post BPSS verification are contained in "Part IV – Post Verification Process of the HMG Baseline Personal Security Standard" (see link in **Annex 02**). 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.

S 504.7.2 Subject to paragraph S 504.7.3 and unless advised to the contrary by the *Client*, all Staff for whom a completed BPSS has been submitted are treated by the *Consultant* as suitable to undertake the duties referred to in paragraph S 504.2.1.

S 504.7.3 The *Client* ordinarily requires a period of three 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 *Client's* premises, any individual for whom a BPSS is not supplied, is incomplete or is otherwise unsatisfactory.

S 504.7.4 BPSS checks 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 S 504.2.1.

#### **S 504.8 Incomplete or unsatisfactory BPSS verification records**

S 504.8.1 Where a BPSS is incomplete or is otherwise unsatisfactory, the *Service Manager* advises the *Consultant* of the deficiencies and the actions needed to correct them.

#### **S 504.9 Renewal of the BPSS**

S 504.9.1 Under most circumstances, renewal of the BPSS is not required.

S 504.9.2 The *Consultant* rechecks the immigration status of migrant Staff before their current right to remain in the United Kingdom visa expires or within 12 months of the previous check, whichever is the sooner. These checks are repeated until the employee can demonstrate an indefinite right to remain in the United Kingdom or until the employment comes to an end.

S 504.9.3 The *Service Manager* instructs the *Consultant* to carry out additional security checks on any Staff required to operate in or on List X (see definition in **Annex**

**01** and link in **Annex 02**) premises owned, operated or accessible by the *Client*.

S 504.9.4 If an individual, who has previously been the subject of a BPSS 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 check is to be carried out.

#### **S 504.10 Ongoing personnel security management (“aftercare”)**

S 504.10.1 The *Consultant* monitors, manages and supports the required behaviours of Staff who are approved for work on the contract in line with the principles contained in the

- “HMG Security Policy Framework”,
- “HMG Personnel Security Controls” and
- “HMG Baseline Personnel Security Standard”

and reports to the *Service Manager* immediately if the continuing suitability of an individual is in doubt.

S 504.10.2 Where the *Consultant* reports a case of doubt or the *Service Manager* considers that the actions of any individual does not conform to the *Client’s* required behaviours, the *Service Manager* 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

- agreeing a performance improvement plan,
- a temporary suspension of permits and passes or
- removal of the individual in accordance with NEC4 NEC clause 21.2 of the *conditions of contract*.

#### **S 504.11 Retention of documentation**

S 504.11.1 The documentation associated with the BPSS check is retained by the *Consultant* until Completion is reached and for a period of 12 calendar months after the individual has ceased to be employed on the contract.

S 504.11.2 The *Consultant* destroys all electronic and paper copies of documentation which it is no longer required to retain.

### **Part Two – National Security Vetting (NSV)**

#### **S 504.12 Procedures**

- S 504.12.1 In all cases, verification of identity and the individual's entitlement to undertake the work in question is to be carried out before embarking on NSV.
- S 504.12.2 Other than in exceptional circumstances, the NSV is not to be undertaken before the individual's BPSS check has been completed satisfactorily. The *Consultant* agrees with the *Service Manager*, on a case by case basis, any exceptional cases where the NSV and the BPSS procedures are required to be carried out in parallel.
- S 504.12.3 If NSV is required, then this is managed and undertaken by the *Contractor* or subcontractor (at any stage of remoteness from the *Client*).
- S 504.12.4 Where the *Service Manager* determines that the NSV is required, the approval process set out in section S 504.7 does not apply, unless the *Service Manager* instructs otherwise. Access permits and passes are only issued on satisfactory completion of the NSV.

### **S 504.13 Passes**

- S 504.13.1 All Staff are required to carry a *Client's* pass whilst working in any of the *Client's* premises in accordance with the *Client's* security policies and included in the *Consultant's* security management plan.
- S 504.13.2 The *Consultant* submits to the *Client* a list of the names of individuals for whom passes are required. The *Client* issues the passes to the *Consultant*. Each pass is returned to the *Client* by the *Consultant* when the individual no longer requires access to the *Client's* premises or after the *Client* has given notice that the individual is not to be admitted to any of the *Client's* premises.

### **S 504.14 Recorded images**

- S 504.14.1 The *Consultant* does not take recorded images, for example, photographs or videos, of the *Client's* premises or any part of them unless it has obtained the approval of the *Client*.
- S 504.14.2 The *Consultant* takes the measures needed to prevent Staff taking, publishing or otherwise circulating such recorded images.

### **S 505 Not Used**

### **S 506 People Strategy**

#### **S 506.1 Diversity and Inclusion**

- S 506.1.1 The *Consultant* assists the *Client* in achieving its diversity and inclusion (D&I) ambition to build an inclusive culture. An inclusive culture encourages, supports and celebrates diverse voices to improve the experience of the *Client*, its supply chain (at any stage of remoteness from the *Client*) and its customers. The *Client's* intention is to embed principles of equality, diversity

and inclusion into all areas of its business, driving real change in how it works with its customers and communities, its supply chain (at any stage of remoteness from the *Client*) and its employees.

The *Client* believes that to achieve its vision of a safer, more reliable and greener strategic road network (SRN) that uses new technology, supports the economy and is integrated into the national transport network, it needs to deliver an inclusive, accessible SRN and services that meet the needs of the diverse customers and communities it serves.

This requires the *Client* to work collaboratively with its diverse supply chain (at any stage of remoteness from the *Client*) so that its working practices are inclusive, and the SRN is accessible and integrated for both its users and communities living alongside the network.

The *Client* therefore requires the *Consultant* to demonstrate how it develops an iterative approach in supporting the *Client* and in meeting its diversity and inclusion ambitions throughout the *service*.

The *Client* also believes that to achieve outstanding performance it needs to attract, recruit, develop and retain talented people from all groups within the active labour force and then work to ensure an inclusive environment in which all can thrive.

The *Client* expects its supply chain (at any stage of remoteness from the *Client*) to share and promote the same values in terms of diversity and inclusion as well as actively support its wider vision.

## **S 506.2 Inclusion Action Plan (IAP)**

S 506.2.1 The IAP (see **Annex 05** for IAP template and additional guidance) covers the key areas of D&I.

The IAP focuses attention throughout the *service* on

- gathering diversity and inclusion intelligence,
- analysing this intelligence to identify opportunities to improve and
- developing, delivering and evaluating an action plan considering the above.

This enables the *Client* and its supply chain (at any stage of remoteness from the *Client*) to identify and deliver opportunities, creating tangible benefits which make visible difference in the following priority performance areas

- creating an inclusive working culture, practices and environment that enables everyone to perform to their full potential,
- considering and meeting the diverse needs of customers and neighbouring communities throughout the life of the *Client's* contracts and

- developing wider supply chain capability (at any stage of remoteness from the *Client*) around D&I.

The *Consultant* ensures that the IAP is accompanied by relevant contextual information and relates specifically to the contract. The IAP relates specifically to the *Consultant's* business (or each of the Consortium Member, if applicable).

S 506.2.2 The IAP names an individual from the *Consultant* to act as the D&I responsible officer to

- be responsible for ensuring the implementation and ongoing development of the IAP,
- ensure quarterly reports and information are provided as required,
- facilitate continuous improvement reviews and
- act as a single point of contact on all matters concerning D&I.

S 506.2.3 The *Consultant* prepares an IAP in accordance with the template provided in **Annex 05**. The *Consultant* submits it to the *Service Manager* for acceptance within [12 weeks] of the *starting date* to demonstrate how it develops an iterative approach to supporting the *Client* in meeting its D&I objectives throughout the *service*.

S 506.2.4 All relevant information for the submission is included. The total IAP does not exceed 20 pages.

The IAP includes

- current D&I position/ baseline - what does the *Consultant's* baseline data say about where it is (this provides some guidance as to the additional actions to be taken or actions to be dis/continued). The *Consultant* provides evidence of improvements against the original baseline position in subsequent submissions, across the duration of the contract,
- action/ task – what the *Consultant* does to meet the requirements,
- when does this happen – when does the *Consultant* take the action specified above,
- resource - the *Consultant* considers the resources needed to action tasks over and above those of the responsible officer and
- measure of success (outcome/ key performance indicators (KPIs)) – what does success look like? How does the *Consultant* know it has made a tangible difference? What difference has this activity made?

S 506.2.5 A reason for the *Service Manager* not accepting the IAP is that it

- does not demonstrate how the requirements are passed down to any subcontractor (at any stage of remoteness from the *Client*),

- has not used data or intelligence to identify priorities or actions for the plan,
- does not demonstrate how the *Consultant*
  - ensures the working culture, practice and environment is inclusive,
  - considers and understands the diverse needs of customers and neighbouring communities,
  - holds itself and any subcontractor (at any stage of remoteness from the *Client*) to account in delivering the plan,
  - monitors and provides evidence of year on year improvements or
  - it does not meet the aims of the equality duties contained within the Discrimination Acts and set out in section S 507 Discrimination, Bullying & Harassment and Modern Slavery of the Scope.

S 506.2.6 **[[Each quarter] or [Every six months]]**, the *Consultant* submits an updated IAP showing progress made against the initial IAP. The *Consultant* provides a copy to the *Service Manager* within 14 days of the end of each **[quarter] or [six-monthly period]**. The *Client's* **[[Collaborative Performance Framework (CPF)] or [D&I]]** team reviews and scores the IAP in line with the Collaborative Performance Framework (CPF) (see links in **Annex 02**) metrics.

S 506.2.7 At Completion, the *Consultant* submits a final IAP using the “Inclusion Action Plan Final Report Template” provided in **Annex 05**, outlining work undertaken and the difference it has made, across the life of the contract, to improving diversity and inclusion to the *Client's* and the *Consultant's* organisations and its subcontractors (at any stage of remoteness from the *Client*).

### **S 506.3 Employment and Skills**

S 506.3.1 The *Consultant* ensures that the skills, resources and capabilities are in place, in its own organisation and throughout its supply chain (at any stage of remoteness from the *Client*), to deliver the *service* and the performance required including

- quantification and delivery of any new employment opportunities that is generated whilst Providing the Service and outlining how the *Consultant* and its supply chain (at any stage of remoteness from the *Client*)
  - attracts new people to apply, considering under-represented groups that have not historically seen the sector as a career option. For example, women, Black, Asian and other ethnic minority groups, the long term unemployed, those not in



- 
- employment, education or training (NEETs) and people with disabilities and
    - recruits new people into the sector,
    - identification and delivery of opportunities to develop and deploy new skills that contributes to improved performance against the *Client's* key performance indicators (KPIs) and imperatives (see [compiler to insert reference to document]) and
    - identification and delivery of opportunities to improve perceptions of careers within the highways sector including through outreach, work placements/ experience and apprenticeships to develop a new talent pool for the sector.
- S 506.3.2 Within [12] weeks of contract award, the *Consultant* prepares and submits the “Employment and Skills Plan” (ESP) in accordance with the template in section S 506.5 to the *Service Manager* for acceptance.
- S 506.3.3 A reason for the *Service Manager* not accepting the ESP is that it does not
- demonstrate how the *Consultant* complies with the contract,
  - demonstrate how the requirements are passed down the supply chain (at any stage of remoteness from the *Client*),
  - clearly define outputs and how they are measured and
  - meet the requirements or provides evidence of how the *Consultant*
    - attracts, recruits and retains a greater diversity of new entrants to the sector,
    - holds itself and its supply chain (at any stage of remoteness from the *Client*) to account in delivering the ESP or
    - monitors and provides evidence of year on year improvement.
- S 506.3.4 The *Consultant* appoints an individual as employment and skills lead to
- be responsible for ensuring the implementation and on-going development of the ESP,
  - ensure quarterly reports and information are provided as required,
  - facilitate continuous improvement reviews and
  - act as a single point of contact on all matters concerning employment and skills for the *service*.
- S 506.3.5 The *Consultant* supports the *Client*, in undertaking continuous improvement reviews of all information regarding the *Consultant's* progress in delivering against the provisions of employment and skills requirements including

- ensuring that its supply chain (at any stage of remoteness from the *Client*) maintain and retain records relating to the ESP and its compliance with the contract and
- granting or procuring the grant of access to any
  - premises used by the *Consultant* in Providing the Service whether its the *Consultant's* own premises or otherwise and
  - equipment (including all computer hardware and software databases) used (whether exclusively or non-exclusively) in Providing the Service, wherever situated and whether its the *Consultant's* own equipment or otherwise and
  - complying with the *Client's* requests for access to senior personnel engaged in Providing the Service.

#### **S 506.4 Skills and Apprenticeships**

S 506.4.1 The *Consultant* submits to the *Service Manager*, on a quarterly basis, the apprenticeship report as detailed in section S 506.7. The due dates for this reporting are confirmed to the *Consultant* by the *Service Manager* after the *starting date*.

#### **S 506.5 Employment and Skills Plan (ESP)**

S 506.5.1 The employment and skills plan is comprised of the following sections and does not exceed 8 pages in total

- section 1 - workforce planning and future skills,
- section 2 - apprenticeship targets (how will this be met) and
- section 3 - how this will be implemented.

S 506.5.2 Section 1 – workforce planning and future skills

This section includes a report on workforce planning and development data for the Scope. This analysis includes

- an assessment of supply and demand of people capacity and capability needed to deliver the *service* including through its supply chain (at any stage of remoteness from the *Client*),
- a forecast of annual gaps in people capacity and capability for the duration of the *service* and
- preferred employment and skills solutions to address capacity and skills gaps.

S 506.5.3 Section 2 – Apprenticeship target (how it will be met)

The greater of

- one apprenticeship for every £5M by which the Price for Work Done to Date is forecast to or changes (whichever is the greater),
- 2.5% of the total workforce forecast to be or engaged on the contract (whichever is greater) and
- in delivering on the apprenticeship targets, the *Consultant* assists the *Client* in its commitment to increasing the diversity of the sector's workforce.

S 506.5.4 Section 3 – How it will be implemented

The section describes how Section 1 and Section 2 will be delivered, who will be leading on this and provide details of all key contacts.

- outline all key milestones
- when these milestones are to be delivered,
- what outputs and outcomes it expects to achieve and
- who is responsible for delivering each action.

TABLE 1: Output type, priority and definition		
Output type	Priority area	Definition
<b>Worklessness</b> (as defined by the Office of National Statistics (see link in Annex 02))		
Workless job start (26 weeks sustained)		A new job start, sustained for at least 26 weeks, where the candidate was previously Workless prior to being employed.
Workless graduate job start		A graduate job start where the candidate was previously Workless.
<b>Apprenticeships</b>		
Apprenticeship start		New Staff recruited as an apprentice into the workforce and enrolled on an approved "apprenticeship standard" (see link in Annex 02) relevant to the delivery of the <i>service</i> .
Existing apprenticeship		An existing member of Staff who is enrolled onto an approved

		apprenticeship standard to up skill the workforce.
<b>Job creation</b>		
Job start		A new job start for an individual recruited because of the contract. This could include a graduate job start (non Workless).
<b>Educational/career support</b>		
Placement position		A position intended to enable an individual to learn, develop or enhance their knowledge and skills in an industry or job role by providing a short work experience placement.
Professional status attainment		Number of individuals supported to attain professional registration and status in agreed critical skills shortage disciplines at no cost to the individual. This includes registration at technician, incorporated and chartered levels.
Sector skills qualifications attainment		Number of individuals supported to attain technical or occupational skills relevant to the delivery of the <i>service</i> at no cost the individual. This includes national vocational qualifications (NVQs), health and safety qualifications and leadership qualifications.
School engagement		Education activities that enhance the reputation of the sector and support schools and school students by raising awareness of and interest in the educational and employment opportunities in the industry.

**S 506.6 Workforce planning annual report template and guidance**

S 506.6.1 The workforce planning annual report consists of the following two sections

- progress in the previous 12 months the current position and
- plan for the next 12 months.

S 506.6.2 Progress and current position consists of

- an assessment of the *Consultant's* performance against targets set for the last 12 months with supporting evidence and details explaining any variance from the workforce planning annual report,
- a workforce diversity profile showing change in the past 12 months and any variance from the plan,
- a revised assessment of supply and demand, people, capacity and capability needed to deliver the *service* including through its supply chain (at any stage of remoteness from the *Client*) and
- a revised assessment of market intelligence on supply of labour within the market.

S 506.6. Plan for the next 12 months consists of

- a revised forecast of annual gaps in people capacity and capability,
- an update of preferred employment and skills solutions to address capacity and skills gaps,
- a forecast of annual gaps in people capacity and capability for the duration of the *service*, with quarterly updates and identification of those gaps that are critical using the “occupational descriptors” (see link in **Annex 02**) and
- a narrative explaining the changes proposed and how they will deliver the intended results.

### **S 506.7 Reporting template and guidance for apprenticeships**

S 506.7.1 The *Consultant* ensures that the *Service Manager* can identify all apprentices individually appointed under the requirements of the contract. The *Consultant* provides a rolling three-month monitoring report to the *Service Manager* within five working days of the start of each calendar month detailing performance against the annual proposal in respect of each apprentice appointed (or proposed to be appointed) under the contract but who has not completed the apprenticeship, including

- number of apprenticeships to be started that month,
- actual and planned start dates for existing and proposed apprenticeships,
- postcode of workplace,
- gender,
- ethnicity,

- level of apprenticeship (1 – 7) in accordance with Table 2 below as set out in the UK Government’s “A guide to apprenticeships” publication of March 2019” (see link in **Annex 02**) (and as amended),
- apprenticeship framework or standard,
- occupation of apprenticeship (reported against the “Standard Occupation Classification (SOC) 2020 codes” (see link in **Annex 02**),
- category of apprenticeship,
- planned apprenticeship finish date,
- whether the apprentice is still engaged on Providing the Service and
- national insurance number.

Table 2 – Description of apprenticeship levels		
Name	Level	Equivalent educational level
Intermediate	2	5 GCSE passes at grade A*-C or 9-4
Advanced	3	2 A level passes/ Level 3 Diploma/ International Baccalaureate
Higher	4, 5, 6 and 7	Foundation degree and above
Degree	6 and 7	Bachelor’s or master’s degree

S 506.7.2 The *Consultant* submits its return using the “Apprenticeship data collection form” (see link in **Annex 02**).

## S 506.8 Collection, analysis and use of workforce data

### S 506.8.1 Background

S 506.8.1.1 The *Client* recognises that developing a diverse and inclusive supply chain and workforce is critical in meeting the needs and expectations of road users and communities. Collecting, analysing and using workforce data is an essential part of this. It helps the *Client* and the *Consultant* to identify areas of development so that the experience of the *Client*’s and the *Consultant*’s workforces and the services they deliver to diverse customers and communities are improved.

S 506.8.1.2 As part of its diversity and inclusion activity, the *Client* requires the *Consultant* and its subcontractors (at any stage of remoteness from the *Client*) to take part in an annual workforce diversity data benchmarking exercise. The exercise is run in collaboration with the “Supply Chain Sustainability School” (SCSS) and uses the SCSS’s “Diversity Sustainability Tool” (including any revisions or updates to the tool which are made from time to time) (see links in **Annex 02**) online to collect data, which the *Consultant* and its subcontractors (at any stage of remoteness from the *Client*) use free of charge.

S 506.8.2 Methodology

S 506.8.2.1 The *Consultant* provides anonymised workforce data on an annual basis using the SCSS’s “Diversity Sustainability Tool”. This data is provided by the *Consultant* in a 12-week period between June and September each year. The data provided relates to the *Consultant’s* and subcontractor’s (at any stage of remoteness from the *Client*) organisations in their entirety, for all employees engaged in contracts.

There are two versions of the tool

- ‘lite’ version
  - which is used where the *Consultant* has 250 employees or less and
- full version
  - which is used where the *Consultant* has more than 250 employees

Once the *Consultant* has completed its submission, it receives access to a personalised dashboard which allows the *Consultant* to easily benchmark itself against its cohorts and track its progress year on year.

S 506.8.2.2 The *Consultant* uses the data collected to

- support its IAP as set out in Scope section S 506.2,
- support its Employment and Skills Plan as set out in Scope section S 506.5 and
- provide data to meet the *Client’s* social value metrics.

## S 507 Discrimination, bullying & harassment and modern slavery

S 507.1 The *Consultant* does not discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to the Discrimination Acts.

S 507.2 In Providing the Service, the *Consultant* co-operates with and assists the *Client* to satisfy its duty under the Discrimination Acts to

- eliminate unlawful discrimination, harassment and victimisation,
- advance equality of opportunity between different groups and
- foster good relations between different groups.

S 507.3 The *Consultant* ensures that its employees, or subcontractor employees (at any stage of remoteness from the *Client*) are aware of and comply with the *Client's* requirements. Where a *Consultant* is required to carry out any activity on the *Client's* premise or alongside the *Client's* employees on any other premise complies with the requirements of the

- Discrimination Acts and
- *Client's* "Respect at Work" policy

(see links in **Annex 02**).

If the *Service Manager* considers that the presence or conduct of any Staff or subcontractors (at any stage of remoteness from the *Client*) at any location relevant to Providing the Service is in breach of the *Client's* policies, the *Service Manager* instructs the *Consultant* to implement corrective action.

S 507.4 The *Consultant* notifies the *Service Manager* as soon as it becomes aware of any investigation or proceedings brought against the *Consultant* under the Discrimination Acts in connection with the contract and

- provides any information requested by the investigating body, court or tribunal in the timescale allotted,
- attends (and permits a representative from the *Client* to attend) any associated meetings,
- promptly allows access to any relevant documents and information and
- co-operates fully and promptly with the investigatory body, court or tribunal.

S 507.5 The *Consultant* complies with all applicable human rights and employment laws and Procurement Policy Notice 009 (PPN 009) (see link in **Annex 02**) in the jurisdictions in which it works in and has robust means of ensuring that the subcontractors (at any stage of remoteness from the *Client*) also comply.

S 507.6 The *Consultant* complies with the *Client's* "Anti-slavery (Human Trafficking) policy" (see link in **Annex 02**) and familiarises itself with the *Client's* "Anti-slavery and human trafficking statement" (see link in **Annex 02**). The *Consultant* carries out an annual audit to monitor its compliance with the "Modern Slavery Act 2015" and PPN 009 (see links in **Annex 02**) under its existing *Client* contracts. The *Consultant* prepares and delivers to the *Service Manager* no later than 1<sup>st</sup> August each year an annual



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

which comply with the “Modern Slavery Act 2015” and PPN 009 (see links in **Annex 02**) sets out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.

- S 507.7 The *Consultant* does not purchase any raw materials, resources or products that has been sourced from producers or manufacturers using forced labour and child labour in its operations or practice and complies with PPN 009 (see link in **Annex 02**).
- S 507.8 The *Consultant* ensures that any subcontract (at any stage of remoteness from the *Client*) contains provisions to the same effect as this section S 507. The *Consultant* implements due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under the contract.
- S 507.9 The *Consultant* ensures that its Staff and subcontractors (at any stage of remoteness from *Client*) have not been convicted of slavery or human trafficking offences anywhere in the world.
- S 507.10 The *Consultant* reports the discovery or suspicion of any slavery or trafficking by it or its subcontractors (at any stage of remoteness from the *Client*) to the *Client* and the “Modern Slavery Helpline” (see details in **Annex 02**).
- S 507.11 The *Consultant* ensures that any subcontract (at any stage of remoteness from the *Client*) relevant to Providing the Service, contains provisions to the same effect as this section S 507. The *Consultant* may propose to the *Service Manager* for agreement, that a specific subcontract (at any stage of remoteness from the *Client*) relevant to the delivery of the *service*, does not comply with the requirements of this section S 507. The *Consultant* provides a detailed reason for not including some or all of the requirements of this section S 507 in the specific contract. The *Consultant* provides further details when requested by the *Service Manager* to assist their consideration. If accepted by the *Service Manager*, the *Consultant* is relieved from including some or all of the requirements of this section S 507 in the specific contract.
- A reason for not accepting is that the *Service Manager* considers it practicable to include some or all of the requirements of this section S 507 in the specific subcontract.
- S 507.12 A failure to comply with this section is treated as a substantial failure by the *Consultant* to comply with its obligations.

## S 508 Conflict of Interest

- S 508.1 The *Consultant* does not take an action which would cause an actual or potential conflict of interest (whether under section 81 of the “Procurement Act 2023” or otherwise (see link in **Annex 02**)) to arise in connection with the contract. The *Consultant* immediately notifies the *Service Manager* if an actual or potential conflict of interest arises, including if there is any uncertainty about whether an actual or potential conflict of interest exists or arises. The *Consultant* designates and notifies the *Service Manager* of the senior officer responsible for monitoring and overseeing conflicts of interest.
- S 508.2 The *Consultant* notifies its employees and subcontractors (at any stage of remoteness from the *Client*) who are Providing the Service that they do not take any action which would cause an actual or potential conflict of interest to arise in connection with the *service* and that if one does arise, they immediately notify the *Service Manager*.
- S 508.3 The *Consultant* ensures that any employee and any subcontractor (at any stage of remoteness from the *Client*) ensures that any of its employees who are Providing the Service, complete a conflict of interest form (see link in **Annex 02**) whenever they become aware of an actual or potential conflict of interest. Unless the *Service Manager* requests otherwise, a conflict of interest form is completed and submitted to the *Service Manager* on an annual basis. The *Consultant* notifies the *Service Manager* if an actual or potential conflict of interest is declared.
- S 508.4 The *Consultant* ensures that any subcontractor (at any stage of remoteness from the *Client*) immediately notifies the *Consultant* and the *Service Manager* if there is any uncertainty about whether a conflict of interest may exist or arise.
- S 508.5 If the *Consultant* or subcontractor (at any stage of remoteness from the *Client*) notifies the *Service Manager*, of any actual or potential conflict of interest or, if the *Service Manager* becomes aware of any or actual or potential conflict of interest, the *Service Manager* may
- require the *Consultant* to stop Providing the Service until any conflict of interest is resolved,
  - require the *Consultant* to submit to the *Service Manager* for acceptance a proposal to remedy the actual or potential conflict of interest,
  - where it considers an actual or potential conflict of interest can be managed, require the *Consultant* to submit a conflicts of interest management plan for acceptance by the *Service Manager* and
  - require the *Consultant* to take reasonable steps to mitigate the conflict of interest in accordance with section 82 of the “Procurement Act 2023”.

S 508.6 A reason for not accepting the proposal is that it does not resolve, mitigate or remedy the conflict of interest.

The *Consultant* amends the proposal in response to any comments and resubmits it for acceptance by the *Service Manager*. The *Consultant* complies with the proposal that has been accepted.

A reason for not accepting the conflicts of interest management plan is that it does not manage, mitigate or remedy the conflict of interest.

The *Consultant* amends the conflicts of interest management plan in response to any comments and resubmits it for acceptance by the *Service Manager*. The *Consultant* complies with the conflicts of interest management plan once it has been accepted.

### **S 509 Client's Fair Payment Charter, Supplier Counter Fraud, Bribery, and Corruption Code of Conduct**

S 509.1 The *Consultant* complies (and ensures that any person employed by it or acting on its behalf complies) with the *Client's*

- "Fair Payment Charter" and
- "Supplier Counter Fraud, Bribery and Corruption Code of Conduct"

(see links in **Annex 02**) throughout Providing the Service.

S 509.2 A failure to comply with this section is treated as a substantial failure by the *Consultant* to comply with its obligations.

### **S 510 Communication system**

S 510.1 [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.

Refer to PSC core clause 13.2 and S 514 Information Systems and Security]

S 510.2 [State any project specific requirements and constraints for Communications Systems or state "Not Used".]

### **S 511 Communication**

#### **S 511.1 Communication general requirements**

S 511.1.1 The *Client* has final control over the wording and design of all public facing material while the *Consultant* delivers the *service*.

- S 511.1.2 The *Consultant* ensures that all its communication activity supports the key themes and approaches within the *Client's* "Communications Strategy" (see link in **Annex 02**).
- S 511.1.3 The *Consultant* does not (and does not allow and subcontractor (at any stage of remoteness from the *Client*)), unless agreed otherwise with the *Service Manager*
- make any comment to the press regarding the *service*, give interviews, allow interviews to be given, or take part in any television, radio or web-based programmes, including social media channels, relating to the *service*,
  - issue press, news releases or other text, artists' impressions, filmed images, drawings, plans, CAD data, photographs or similar relating to the *service*,
  - publish any public communications, including digital communications, relating to the *service*,
  - use site hoardings or notices, or allow them to be used, for the purposes of advertising or
  - use images or text relating to the *service* for advertising or publicity purposes.
- S 511.1.4 If the *Service Manager* agrees that the *Consultant* can undertake any of the activities listed in S 511.1.3, all material is agreed for distribution or publication by the *Service Manager* prior to its release. The *Consultant* makes it explicitly clear on all material that they are working on behalf of the *Client*.
- S 511.1.5 All media engagement occurs through the *Client's* press office unless otherwise agreed with the *Service Manager*. The *Consultant* provides the press office contact information to the enquirer if it receives any communication in relation to the contract from
- media enquiries (including social media),
  - identified stakeholder groups at regional or national level (including police forces and police crime commissioners, breakdown companies and local authorities), and
  - elected representatives (including Members of Parliament (MPs))
- The *Consultant* immediately notifies the *Service Manager* and does not respond directly to any enquiries about, or on behalf of, the *Client* unless agreed with the *Service Manager*.
- S 511.1.6 The *Client* operates a customer contact centre (CCC) to receive all public complaints and enquiries through a phone line and email account 24 hours per day, seven days per week. The *Consultant* provides the *Client's* CCC with a telephone number and email address as a single point of contact.

S 511.1.7 The *Consultant* provides information to allow the *Service Manager* to respond to an enquiry from the media, public or any other stakeholder. The *Consultant* provides the required information as soon as possible (considering the nature and circumstances of the enquiry) and within 24 hours of the request, unless agreed otherwise with the *Service Manager*. Where required the *Consultant* sends the agreed response via the *Consultant's* own media channels, unless otherwise agreed with the *Service Manager*.

S 511.1.8 The *Consultant* provides the *Service Manager* with any information which enables the *Client* to provide both advance and reactive notice to the media in relation to the *service* including

- dates of work,
- duration of work,
- times of work,
- type of work,
- reasons for work,
- location of work,
- potentially affected roads,
- proposed lane closures,
- traffic safety and management measures,
- road diversion routes (where applicable) and
- types of impact (for example potential for noise, dust and vibration).

S 511.1.9 The *Consultant* provides advanced notification to the *Service Manager* where other parties may be affected by the *service* including

- road users (including walkers, cyclists, and horse riders),
- local residents,
- commercial premises,
- local community groups,
- local authorities,
- elected representatives,
- consent granting bodies,
- business trade groups,
- statutory undertakers,
- educational institutions,
- health care providers,
- care homes,
- transportation hubs (airports, ports, train stations) and

- emergency services

enabling the *Client* to effectively communicate this information via its own media channels.

S 511.1.10 The *Consultant* catalogues and records all documents and activities, relating to communications undertaken during the duration of the contract (including any defects period), using the *Client's* customer relationship management system (CRM) referenced in S 526.4.1 and in accordance with Section S 562 (records).

S 511.1.11 When requested by the *Service Manager*, the *Consultant* supports the delivery of the overall project communications plan.

S 511.1.12 The *Consultant* provides the *Service Manager*, with information to ensure the *Client's* website remains up to date in relation to the service including

- key programme dates and slippages,
- timescales for road closures/diversions,
- changes to previously communicated road closures/diversions,
- community engagement activities and
- archaeological finds.

S 511.1.13 The *Consultant* provides a monthly communication report to the *Service Manager* and includes media and community liaison issues as an agenda item at monthly review meetings.

The communication report includes

- details and update of known enquiries or issues,
- details of all proactive and reactive communications activity undertaken by the *Consultant*, and its subcontractors (at any stage of remoteness from the *Client*) where applicable,
- details of any delivered, planned or potential stakeholder engagement,
- details of all known, existing or potential communication risks (including potential damage to the *Client's* reputation),
- an update on progress with project milestones within the project communications plan and
- an update on progress with community liaison work.

## S 511.2 Media relations

S 511.2.1 The *Consultant* accepts that the *Client* can issue press notices and generate other publicity in relation to the contract (e.g. offering media interviews, site visits (media or otherwise), or placing articles in the press).

S 511.2.2 The *Consultant* informs the *Service Manager* of any possible reactive or proactive media opportunities in relation to the contract, including any sensitive issues or good news issues that may attract media interest.

S 511.2.3 When instructed by the *Service Manager*, the *Consultant* leads visits to the site for media, stakeholders and the public. The *Consultant* provides visitors with

- safe access to the site,
- the appropriate personal protective equipment (PPE) that complies with the brand guidelines as stated in section S 511.4.1,
- the use of its facilities,
- project briefings and
- safety inductions

in accordance with the *Consultant's* site safety procedures. The *Consultant* does not host its own visits to the site for media, stakeholders or the public unless prior agreement is given by the *Service Manager*.

### S 511.3 Social media

S 511.3.1 The *Consultant* adheres to the *Client's* "Social Media Policy" (see link in **Annex 02**) and ensures that subcontractors (at any stage of remoteness from the *Client*) adhere to the policy.

S 511.3.2 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 511.4 Branding and marketing

S 511.4.1 When instructed by the *Service Manager* to undertake any public facing activity, the *Consultant* produces all information and communication materials in accordance with the *Client's* visual identity specifications which are

- "Our Visual Identity",
- "Normal not formal", a guide to our corporate narrative, tone of voice and writing style and
- branding specifications "Guidance for Contractors"

(see links **Annex 02**).

The *Consultant* ensures that the *Client's* branding is present on all contract related materials [including personal protection equipment and any dedicated operations vehicles] and that all material is submitted to the *Service Manager* for acceptance at least two weeks prior to publication. Reasons for non-acceptance are that the materials

- do not follow the *Client's* visual identity specifications or
- do not portray the message to be communicated effectively.

S 511.4.2 The *Consultant* uses the *Client's* existing approved templates, so far as is practicable, when developing and producing communication plans and other communications materials related to the *service*.

The *Consultant* seeks agreement from the *Client* before using its own templates and materials.

S 511.4.3 The *Consultant* seeks, follows and implements the advice of the *Service Manager* and the *Client's* communication team for all branding and design issues.

S 511.4.4 After the Completion Date, the *Consultant* removes all of the *Client's* branding from any dedicated operations vehicles and personal protection equipment.

#### **S 511.5 Communications about traffic management**

S 511.5.1 The *Consultant* uses channels as agreed with the *Service Manager*, including those owned by the *Client*, to inform customers of road or lane closures within the timescales set out in the *Client's* network occupancy requirements as provided by the *Service Manager* including the times and dates of the closure, unless otherwise agreed by the *Client*.

S 511.5.2 The *Consultant*, after receiving agreement from the *Service Manager* as stated in S 511.1.3, undertakes engagement in the local community affected by the *service* to provide advanced notice of intended roadworks. This engagement includes,

- local authority and parish council briefings,
- community briefings,
- information notices to emergency and breakdown services,
- information notices to major employers in the vicinity of the works,
- publicity material at service areas, petrol filling stations, seaports and airports, network reliant businesses,
- press releases, dialogue with broadcast media, publicity campaigns,
- supporting the *Client* in the preparation and delivery of briefs to elected representatives,



- use of
  - existing *Client* variable message signs,
  - strategically placed portable variable message signs,
  - journey time recognition system and
  - the *Client's* social media channels.

S 511.5.3 The *Consultant* works collaboratively with all stakeholders (including Network Rail, local authority road departments, emergency services and utility companies) to avoid closure clashes to ensure that alternative routes are available for road users while closures are in place.

The *Consultant* manages all closures on routes, to ensure delays for road users are kept to a minimum. Where clashes or impact is unavoidable, the *Consultant* notifies the *Service Manager*.

S 511.5.4 The *Consultant* produces a traffic management communications plan for the *service* and submits it to the *Service Manager* for acceptance prior to the commencement of any planned *service*.

The *Consultant* ensures that the traffic management communications plan includes

- key messages,
- communication channels,
- communications procedures
- target audiences identified by the *Consultant*, and
- communications contingency plans for addressing incidents and/or emergencies

and clearly informs the target audience how the *service* contributes to the *Client's* overarching objectives and deliver positive benefits for road users and stakeholders.

A reason for not accepting the traffic management communications plan is that it does not

- include all the items in this section S 511.5.4,
- include all stakeholders or detail the communications with all audiences,
- align with the Accepted Programme,
- comply with the Scope,
- align to the *Client's* visions and values,
- support or align to the key themes and messages within the *Client's*

“Communications Strategy” or

- allow the *Consultant* to Provide the Service.

S 511.5.5 The *Consultant* includes the *Service Manager* (and the *Client’s* communications team) in all monthly review meetings where key milestones and any proposed changes to the traffic management communications plan are reviewed and agreed.

### S 511.6 Publicity and public relations

S 511.6.1 The *Consultant* informs the *Service Manager* as soon as reasonably practical of any community issues and any public meetings being held in relation to the *service*.

S 511.6.2 The *Consultant* populates and maintains a stakeholder management tracker, in order to set out and record engagement and progress with key stakeholder groups in relation to the contract.

S 511.6.3 The *Consultant* submits all communication materials and documents to the *Client* for review and publication agreement and provides the *Client* with a minimum of eight weeks’ notice to undertake the review unless otherwise agreed with the *Service Manager*.

S 511.6.4 The *Consultant* makes recommendations to the *Client* on publicity arrangements relating to the contract.

S 511.6.5 The *Consultant* seeks agreement from the *Service Manager* to enter submissions for any industry awards in relation to the *service*. If agreed, the *Consultant* makes the *Client-Consultant* relationship explicit when producing entry submissions, in that it is clear the *Consultant* is working on behalf of the *Client*. The *Consultant* provides the *Client’s* communications team, via the *Service Manager*, with all proposed content relating to the award entry and seeks acceptance by the *Client* prior to submission of the entry.

### S 511.7 Public consultation

S 511.7.1 When instructed by the *Service Manager*, the *Consultant* delivers public consultations related to the *service*. The *Consultant* submits to the *Client*, no less than four weeks prior to the consultation, a proposal for acceptance which explains

- the aims, deliverables, timeframes and required outcomes of any consultation activity in conjunction with the *Client’s* [Project Control Framework/Develop Design Deliver 3D Process] deliverables and
- a strategy to engage with diverse groups referring to the “Government Accessibility Guidance” (see link in **Annex 02**).

A reason for not accepting the proposal is that it does not demonstrate the

requirements in S 511.7.1.

S 511.7.2 The *Consultant* adheres to the following guidance and best practice principles, when producing consultation documentation or delivering consultation activities

- “Consultation Principles (2016)”,
- “Consultation Institute - The Consultation Charter (2017)”
- section 42 of the “Planning Act (2008)” and
- “Royal Town Planning Institute - Guidelines on Effective Community Involvement and Consultation (2007)”

(see links in **Annex 02**).

S 511.7.3 The *Consultant* undertakes research to identify the local stakeholder landscape and delivers the stakeholder identification and mapping outcomes to communications planning activities in order to target and communicate with all stakeholders that could be impacted by the *service*.

S 511.7.4 The *Consultant* works with Others to exchange information and best practice for planned consultations.

S 511.7.5 The *Consultant* ensures that any statutory consultation processes are followed in accordance with the “Highways Act 1980” and any Development Consent Order (DCO) processes are followed in accordance with the “Planning Act 2008”.

The *Consultant* follows the “Planning Inspectorate’s Guidance on Consultation Reports” (see links in **Annex 02**).

S 511.7.6 The *Consultant* ensures that all local communities affected by the project proposal have access to an event, taking into consideration any physical, geographical and financial limitations that could prevent access.

S 511.7.7 The *Consultant* provides staff to discuss the proposal with the public at a consultation event and ensures that all employees of the *Consultant* (employed directly or via a third party) who attend the event are

- briefed on the key messages of the consultation,
- provided with appropriate training to deliver a consultation and
- supported to equip them with knowledge of project management, event management and communication skills.

S 511.7.8 The *Consultant* advises the *Client* on the best forms of engagement to use, (e.g. recognised methods such as questionnaires, focus groups and information events) in order to increase the number of consultation responses

received from a wide and representative sample of target stakeholders, as part of consultation.

- S 511.7.9 The *Consultant* completes regular reviews, as required by the *Client*, during the period of consultation, to enable alterations to be made with the agreement of the *Client*, to any part of consultation activity.
- S 511.7.10 The *Consultant* ensures that all stakeholders are able to provide feedback on a consultation and are aware of the ways they can provide the feedback.
- S 511.7.11 The *Consultant* provides a variety of consultation feedback mechanisms to allow consultees to respond to consultations (i.e. postal, online and e-mail response channels) and provides a reasonable amount of time, as agreed by the *Client*, for people to respond to the consultation using these channels.
- S 511.7.12 The *Consultant* ensures that any questionnaire produced as part of consultation contains easy to understand questions that, when completed, provides data that is beneficial to informing decisions made on the contract.
- S 511.7.13 The *Consultant* understands, or has access to expertise to provide guidance on, the legal issues surrounding all DCO related issues, public consultation and the process of judicial review.
- S 511.7.14 The *Consultant* completes appropriate risk assessments, working with *Client's* health and safety representatives, to ensure sufficient levels of security, welfare and wellbeing for all attendees at a consultation event.
- S 511.7.15 The *Consultant* takes account of best practice for the provision of special facilities required by diverse groups as stated in the "Government Accessibility Guidance" at consultation events and when producing consultation materials.
- S 511.7.16 The *Consultant* produces a detailed post consultation report taking account of "Planning Inspectorate's Guidance on Consultation Reports", that provides fair and objective interpretation of consultation responses and is made available to the *Service Manager* within the timescale specified by the *Service Manager* so that decision makers can take the consultation responses into consideration as part of project milestones.
- S 511.7.17 The *Consultant* completes a full evaluation of consultation delivery and provides the outputs to the *Service Manager* in timescales agreed between the *Service Manager* and the *Consultant* to contribute to the *Client's* lessons learnt processes and the development of best practice standards.
- S 511.7.18 The *Consultant* makes use of new technology as instructed by the *Service Manager* and encourages innovation when delivering consultation activity.

## S 512 Data Protection

- S 512.1 The Parties acknowledge that for the purposes of Data Protection Legislation
- the *Client* is the Data Controller unless otherwise specified in schedule A or schedule B (in **Annex 06**),
  - the *Consultant* is the Processor unless otherwise specified in schedule A or schedule B,
  - the only processing that the Processor is authorised to do is listed in schedule A by the Data Controller and is not determined by the Processor,
  - the term processing and any associated terms are to be read in accordance with article 4 of the “UK GDPR” (see link in **Annex 02**) and
  - schedule A or schedule B (in **Annex 06**) constitutes a data processing agreement where required by the Data Protection Legislation.
- S 512.2 The *Consultant* processes the Data in accordance with the Data Protection Legislation and only to the extent necessary for the purpose of Providing the Service.
- S 512.3 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.
- S 512.4 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 (see link in **Annex 02**) in respect of Providing the Service.
- S 512.5 The *Consultant* only processes Data to the extent that it relates to the
- types of Data,
  - categories of Data Subject and
  - nature and purpose
- as set out in schedule A or schedule B (in **Annex 06**) and only for the duration specified in schedule A or schedule B unless the *Consultant* is required to do otherwise by Law. If it is so required the *Consultant* promptly notifies the Data Controller before processing the Personal Data unless prohibited by Law.
- S 512.6 Without prejudice to paragraph S 512.2 the *Consultant* processes the Data only in accordance with the instructions of the *Service Manager* unless the *Consultant* is required to process Data for other reasons under the laws of the United Kingdom or European Union (or a member state of the EEA) to which the *Consultant* is subject. If the *Consultant* is required to process the

Data for these other reasons, they inform the *Service Manager* before carrying out the processing, unless prohibited by Law.

S 512.7 The *Consultant* immediately informs the *Service Manager* if it believes that an instruction infringes the Data Protection Legislation or any other applicable law.

S 512.8 The *Consultant*

- ensures that it has in place Protective Measures, for acceptance by the Data Controller, which are appropriate to protect against a Data Loss Event which takes into account the
  - nature of the data to be protected,
  - harm that might result from a Data Loss Event,
  - state of technological development,
  - cost of implementing any measures,
- submits the Protective Measures for acceptance by the Controller. In the event of non-acceptance, the Processor proposes alternative Protective Measures for acceptance by the Data Controller until they are accepted. Reasons for non-acceptance are inadequate Protective Measures that do not meet the requirements of this section or GDPR guidance and
- implements adequate security programmes and procedures to ensure that unauthorised persons do not have access to the Data or to any equipment used to process the Data.

The *Consultant* ensures that its processing is in accordance with the Data Protection Legislation and protects the rights of Data Subjects.

S 512.9 The *Consultant* submits details of its Protective Measures to the *Service Manager* for acceptance by the *Client*. A reason for not accepting them is that they are not adequate to protect against a Security Incident.

S 512.10 The *Consultant* ensures that

- the Processor Personnel does not process Personal Data except in accordance with this agreement (including schedule **A** and schedule **B**),
- it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensures that they
  - are aware of and comply with the Processor's duties under this section,
  - are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor,

- are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Data Controller or as otherwise permitted by this contract,
- have undergone adequate training in the use, care, protection and handling of Personal Data and
- do not transfer Personal Data outside of the UK unless the prior written consent of the Data Controller has been obtained and the following conditions are fulfilled
  - the destination country has been recognised as adequate by the UK government in accordance with article 45 “UK GDPR” or section 74 of the “Data Protection Act 2018” (see links in **Annex 02**),
  - the Data Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with “UK GDPR” article 46 or section 75 of the “Data Protection Act 2018” (see links in **Annex 02**)) as determined by the Data Controller,
  - the Data Subject has enforceable rights and effective legal remedies,
  - the Processor complies with its obligations under Data Protection Legislation by providing an appropriate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Data Controller in meeting its obligations),
  - the Processor complies with any reasonable instructions notified to it in advance by the Data Controller with respect to the processing of the Personal Data,
  - at the written direction of the Data Controller, delete or return Personal Data (and any copies of it) to the Data Controller on termination of the agreement unless the Processor is required by Law to retain the Personal Data.

S 512.11 The *Consultant* ensures that access to the Data is limited to those persons who need access for the *Consultant* to Provide the Service and (in each case) to such parts of the Data as are strictly necessary for the performance of that person’s duties.

S 512.12 *Where the Consultant obtains or collects Personal Data on behalf of the Client, the Consultant*

- provides to Data Subjects, a data protection notice in a form accepted by the *Service Manager* informing the Data Subject of the identity of the *Client*, the identity of any data protection representative it has appointed, the purpose or purposes for which their Personal Data is to be processed and any other information which is necessary having regard to the specific circumstances in which the Personal Data is, or

is to be, processed to enable processing in respect of the Data Subject to be fair and comply with the Data Protection Legislation and

- where applicable, obtains all necessary consents for the processing of Data.

S 512.13 The *Consultant* provides the *Service Manager* with all reasonable assistance in the preparation of any Data Subject Access Request, for the *Client*.

Assistance, at the discretion of the Data Controller could include

- a systematic description of the envisaged processing operations and the purpose of the processing,
- an assessment of the necessity and proportionality of the processing operations in relation to the services,
- an assessment of the risks to the rights and freedoms of Data Subjects and
- the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

S 512.14 Subject to S 512.15, the *Consultant* immediately notifies the *Service Manager* if it

- receives a Data Subject Access Request (or purported Data Subject Access Request),
- receives a request to rectify, block or erase any Personal Data,
- receives any other request, complaint or communication relating to either Party's obligations under Data Protection Legislation,
- receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this agreement,
- receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,
- becomes aware of a Data Loss Event,
- receives a Data Subject Access Request (or purported Data Subject Access Request),
- receives a complaint or request relating to the *Client's* obligations under the Data Protection Legislation or
- receives a request from any Supervisory Authority for assistance or information, unless provided by relevant law.



- S 512.15 The *Consultant's* obligation to notify under S 512.14 includes the provision of providing further information to the Data Controller, as details become available.
- S 512.16 The *Consultant* assists and co-operates with the *Service Manager* in relation to any complaint or Data Subject Access Request received pursuant to paragraph S 512.14. The *Consultant*
- provides full details of the complaint or Data Subject Access Request,
  - complies with the Data Subject Access Request within the time limits set out in the Data Protection Legislation and in accordance with the instructions of the *Service Manager* and
  - promptly provides the *Service Manager* with any Personal Data and any other information requested to enable the *Client* to respond within the time limits to the Data Subject Access Request.
- S 512.17 The *Consultant* does not process the Data outside the EEA (other than in the United Kingdom) without the agreement of the *Service Manager*. Where the *Service Manager* agrees, the *Consultant*
- provides evidence for acceptance to the *Service Manager* of appropriate safeguards as required by the Data Protection Legislation. A reason for non-acceptance is inadequate measures or non-compliance with the Data Protection Legislation,
  - complies with the *Client's* offshoring of data section and
  - complies with the instructions of the *Service Manager*.
- S 512.18 The *Consultant* complies with the requirements of the *Client* and the *Service Manager* 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 the law of the European Union, the United Kingdom or a member state of the EEA to which the *Consultant* is subject to and that requires Data to be retained.
- S 512.19 The *Consultant* notifies the *Service Manager* as soon as it becomes aware of a Security Incident or any other data protection breach. The notification includes,
- a description of the nature of the Security Incident, including the categories and approximate number of Data Subjects concerned,
  - the likely consequences of the breach and
  - the Protective Measures taken, or to be taken, to address the breach, including measures taken to mitigate any possible adverse effects.
- S 512.20 In the event of a Security Incident, the *Consultant* provides the *Service Manager* with full co-operation and assistance in dealing with the Security

Incident including, notifying individuals affected by the Security Incident or a Supervisory Authority as required by the Data Protection Legislation and in accordance with the instructions of the *Service Manager*.

- S 512.21 On request the *Consultant* provides to the *Service Manager* all information to demonstrate the *Consultant's* compliance with data protection.
- S 512.22 Taking into account the nature of the processing, the *Consultant* provides the Data Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under S 512.14 (within the timescales required by the Data Controller) including to promptly providing
- the Data Controller with full details and copies of the complaint, communication or request,
  - such assistance as is reasonably requested by the Data Controller to enable the Data Controller to comply with a Data Subject Request within the relevant timescales set out in Data Protection Legislation,
  - the Data Controller, at its request, with any Personal Data it holds in relation to a Data Subject,
  - assistance as requested by the Data Controller following any Data Loss Event and
  - assistance as requested by the Data Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Data Controller with the Information Commissioner's Office.
- S 512.23 The Processor maintains complete and accurate records and information to demonstrate its compliance with this data protection section. This requirement does not apply where the Processor employs fewer than 250 staff, unless
- the Data Controller determines that the processing is not occasional,
  - the Data Controller determines the processing includes special categories of data as referred to in article 9(1) of the "UK GDPR" or Personal Data relating to criminal convictions and offences referred to in article 10 of the "UK GDPR" (see link in **Annex 02**) or
  - the Data Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- S 512.24 Before allowing any Sub-Processor to process any Personal Data related to the contract, the *Consultant*
- notifies the *Client* in writing of the intended Sub-Processor and processing,
  - obtains the agreement of the *Service Manager*,

- enters into a written agreement with the Sub-Processor which gives effect to the terms set out in the contract such that they apply to the Sub-Processor and
- provides the *Service Manager* with information regarding the Sub-Processor as the *Service Manager* requires.

S 512.25 The *Service Manager* may, at any time revise this section S 512 and **Annex 06** by replacing it with any applicable controller to processor standard provisions or similar terms forming part of an applicable certification scheme.

S 512.26 The Parties agree to take account of any guidance issued by the Information Commissioner's Office.

S 512.27 The Processor allows for audits of its Data Processing activity by the Data Controller or the Data Controller's designated auditor.

S 512.28 Each Party designates its own Data Protection Officer if required by the Data Protection Legislation.

S 512.29 Before allowing any Sub-processor to process any Personal Data related to this agreement, the Processor

- notifies the Data Controller in writing of the intended Sub-processor and processing,
- obtains the written consent of the Data Controller,
- enters into a written agreement with the Sub-processor which gives effect to the terms set out in this data protection section which apply to the Sub-processor and
- provides the Data Controller with information regarding the Sub-processor as the Data Controller requires.

The Processor remains fully liable for all acts or omissions of any of its Sub-processors.

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

S 512.30 **Where the Parties include two or more Data Controllers as identified in schedule A (in Annex 06) those Parties enter into a Joint Data Controller agreement based on the terms outlined in schedule B (in Annex 06).**

S 512.31 A failure to comply with this section S 512 is treated as a substantial failure by the *Consultant* to comply with its obligations.

### S 513 Offshoring of data

S 513.1 In this section Risk Assessment is a full risk assessment and security review carried out by the *Consultant* and submitted to the *Client* in accordance with the “HMG Security Policy Framework (SPF)” and the *Client’s* Information Security Data Security Standard and the “NHPOL Information Management Policy” (see links in **Annex 02**).

S 513.2 The *Consultant* does not engage in any Offshoring activity inclusive but not limited to storing data, providing services or solutions that are classified in the OFFICIAL tier or higher in accordance with the “HMG Government Security Classifications” (see link in **Annex 02**).

The *Consultant* does not

- keep any data offshore,
- allow in any way for data to be accessed from an offshore location,
- host the *Client’s* project systems, services or information outside the UK,
- allow staff based outside the UK to have access to the *Client’s* systems, services or information,
- bring “landed resources” (foreign nationals) to the UK to have access to the *Client’s* systems, services or information
- develop system applications outside the UK or
- send diagnostic data to an organisation outside the UK as a result of break / fix activity

until the *Service Manager* has confirmed to the *Consultant* that

- the *Service Manager* has gained approval for such action in accordance with the *Client’s* “NHPOL0107 Offshoring Policy” (see link in **Annex 02**) or
- such approval is not required.

S 513.3 The *Consultant* ensures that no offshore premises are used in Providing the Service until

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

S 513.4 The *Consultant* complies with an instruction from the *Service Manager* 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 513.5 The *Consultant* ensures that any subcontract (at any stage of remoteness from the *Client*) contains provisions to the same effect as this section.

S 513.6 The *Consultant* complies with an instruction from the *Service Manager* to provide any relevant information regarding its subcontractors (at any stage of remoteness) enabling the *Client* to conduct a Risk Assessment.

S 513.7 A failure to comply with this section is treated as a substantial failure by the *Consultant* to comply with its obligations.

## S 514 Information Systems and Security

### S 514.1 General Requirement

S 514.1.1 This section sets out the requirements in respect of Information Systems that

- are developed, procured, provided and made available to the *Client* by the *Consultant* for the purposes of performing the information requirements under the contract,
- are developed, procured and provided by the *Consultant* relating to its own corporate business and operations of performing the information requirements under the contract,
- are provided or made available by the *Client* for use by the *Consultant* for the purposes of performing the information requirements under the contract and
- are likely to be provided or made available by the *Client* for use by the *Consultant* for the purposes of performing the information requirements under the contract.

S 514.1.2 To the extent that the *Consultant* is required to create or maintain any information under the contract in electronic format, the *Consultant* ensures that, at all times

- a format is agreed with the *Client* and is in accordance with the “National Highways Backup & Recovery Security Standard” (see link in **Annex 02**),
- information is maintained to allow fast and efficient electronic transfer of information to the *Client* or Others
  - without additional costs to the *Client* or Others,
  - without the need for complex, expensive procedures or processes and

- in any event a format that complies with the *Client's* requirements for transfer.
  - such information is backed up in accordance with the “National Highways Backup & Recovery Security Standard” (see link in **Annex 02**) and
  - it implements, complies with and ensures that its subconsultants (at any stage of remoteness from the *Client*) implements and complies with all procedures for information back-up and off-site storage referred to in this section.
- S 514.1.3 The *Consultant* maintains all its Information Systems to enable its segregation from any other computer or electronic storage devices, systems, materials or information of the *Consultant*.
- S 514.1.4 The *Consultant* maintains all its Information Systems to enable transfer to the *Client* or an Incoming Consultant, efficiently and without additional expense or delay immediately on termination or expiry of the contract.
- S 514.1.5 The *Consultant* agrees an information handover and retention plan with the *Client* prior to the termination or expiry of the contract.
- To the extent that the *Consultant* is required to create, maintain or hold any information under the contract, the *Consultant's* information handover and retention plan defines the disposition of the *Client's* information on termination or expiry of the contract with respect to
- handover to the *Client*,
  - destruction in accordance with the “National Highways Secure Sanitisation and Disposal Standard” (see link in **Annex 02**) and
  - agreed post-contract retention by the *Consultant*.
- The information handover and retention plan defines how information retained by the *Consultant* continues to be stored and protected to the requirements of the contract.
- S 514.1.6 The *Consultant* complies with the information management system (IMS) (see link in **Annex 02**), a platform outlining additional information for the processes of data and information requirements.

## **S 514.2 Consultant Information Systems**

- S 514.2.1 The *Consultant* at the *starting date*
- has in place and provides or makes available to the *Client*, appropriate Information Systems (and relevant hardware required to use Information Systems) of the type set out in section S 514.8 and S 514.9, to comply with the *Client* information requirements and the contract management information requirements,

- has in place Information Systems (electronic or otherwise) of the type set out in the non-exhaustive list in Table 1, to comply with the *Consultant* information requirements concerning its own corporate business and operations and
- has proof of compliance with the “His Majesty’s Government (HMG) Security Policy Framework (SPF)” (see link in **Annex 02**) in respect of those Information Systems.

### **S 514.3 Client Information Systems & Training**

S 514.3.1 Unless otherwise agreed with the *Client*, the *Consultant* uses and interfaces with the *Client*’s current systems (table 2 in section S 514.9) and new systems (table 3 in section S 514.10) when available.

S 514.3.2 The *Client* provides relevant training for all relevant systems provided by the *Client* that are listed in this Scope section (Information Systems and Security).

S 514.3.3 The *Consultant* proposes a list of appropriate Staff to be trained for each requirement for acceptance by the *Service Manager*. A reason for non-acceptance is that the Staff do not meet the security requirements of the contract. The *Consultant* liaises with the *Service Manager* to programme the training to optimise efficiencies.

S 514.3.X [State any additional project specific requirements and constraints for training or delete this row.]

### **S 514.4 Consultant Security and User Access**

S 514.4.1 The *Consultant* ensures that any persons who use or have access to the *Client* Information Systems for or on behalf of the *Consultant* comply with the *Client*’s security requirements.

S 514.4.2 The *Consultant* is responsible for determining any formal application and security clearance requirements to enable the *Client* to access any information or Information Systems provided by the *Consultant*. The *Consultant* informs the *Client* of those requirements, including timescales, no later than four weeks after the *starting date*.

S 514.4.3 The *Consultant* immediately notifies the *Service Manager* and the help desk when Staff with access to the *Client*’s IT network, are no longer Providing the Service.

S 514.4.4 The *Client* suspends any accounts if they are not used for a continuous period of six months or for Staff who are no longer Providing the Service.

S 514.4.5 The *Client* deletes any accounts if they are not used for a continuous period of thirteen months or for Staff who are no longer Providing the Service.

### **S 514.5 Software and Licences**

S 514.5.1 The *Consultant* grants, or procures the grant of, licences required to allow the *Client* to use the Information Systems developed, procured or otherwise provided by the *Consultant* to the *Client*.

S 514.5.2 The *Consultant* has in place or procures its own licences required to use common software applications that it may require to be able to interface with, or to access *Client* Information Systems.

S 514.5.3 The *Consultant* applies to the *Client* for licences to allow the *Consultant* to use certain Information Systems provided or made available by the *Client*.  
The *Consultant* liaises with the *Service Manager* to determine the number of licenses required for each Information System (provided by the *Consultant* or the *Client*). The *Service Manager* agrees the number of licences required.

### **S 514.6 Liaison and cooperation between *Client* and *Consultant***

S 514.6.1 The *Client* is adopting an Information Technology Infrastructure Library best practice approach for information communication and technology (ICT) services. The *Consultant* demonstrates a formal approach to its ICT service management through the development of an ICT strategy and makes its ICT strategy available to the *Client*.

S 514.6.2 The *Consultant* adopts the *Client's* IT service management approach with respect to Information Systems provided by the *Client*.

S 514.6.3 The *Client* adopts the *Consultant's* IT service management approach with respect to Information Systems provided by the *Consultant*.

### **S 514.7 Systems provided by the *Consultant* to meet *Client* and Contract Management Information Requirements**

#### **S 514.7.1 Electronic document and records management**

The *Consultant* develops proposals, for acceptance by the *Service Manager*, for implementing an Information System that electronically manages both the electronic and physical records (including documents, records and e-mails) which are created and maintained on behalf of the *Client*. Documents and records are defined in the *Clients* record policy, a copy of which can be obtained from the *Client*.

S 514.7.2 A reason for not accepting the proposal is

- not enabling the effective management and where applicable the disposal of records,



- preventing the *Client* to comply with its records management policy and other obligations inclusive of the Public Records Act 1958 (see link in **Annex 02**) (and amendments) or
- prevention of efficient transfer of records to the *Client*.

S 514.7.3 Once accepted, the *Consultant* implements and operates an Information system for the management of electronic and physical records.

**S 514.8 Information Systems provided by the *Consultant***

<b>Table 1- Information Systems as provided by the <i>Consultant</i> to fulfil the requirements of the <i>Consultant's</i> own business and effective delivery of the contract</b>	
<b>System</b>	<b>Comment</b>
IT and information security systems	The <i>Consultant</i> implements IT and Information Security systems to protect the confidentiality, integrity, and availability of this information it handles, and have those systems independently audited. The <i>Consultant</i> aligns these systems to meet the <i>Client's</i> requirement for the services provided.
Quality management system	The <i>Consultant</i> implements a quality management Information System which ensures consistency and improvement of working practices. The <i>Consultant</i> aligns its quality management Information System to meet the quality requirement used by the <i>Client</i> .
Collaboration system	The <i>Consultant</i> fully utilises tools and software that enhance collaboration by all community partners.
Change control system	This Information System manages changes to processes and systems
Human resource management system (HRMS)	The <i>Consultant</i> uses a HRMS to manage issues such as recruitment, skill sets, employee history and payroll.
Financial management system (FMS)	The <i>Consultant</i> uses a FMS to produce timely in-year and year-end management and accounting information.

Project management system	System to assist in the planning and organisation of activities in order to meet the <i>Consultant's</i> objectives.
	or any revised systems notified by the <i>Service Manager</i>

**S 514.9 Current systems provided by the *Client* to meet the contract management information requirements**

Table 2 Current systems	
Current Information System	Description
National Highways supply chain portal	An internet collaboration site for the <i>Client</i> and its partners
Customer relationship management system (CRM)	The CRM is a Microsoft Dynamics 365 system that manages the CRM strategy to ensure long lasting relationships with the <i>Consultant's</i> customers. It acts as one central and consistent stakeholder / customer database where all interactions with stakeholders and associated tasks are managed on one platform. It is associated to the confirm system.
Green Claims	A system to enable the electronic submission of Green Claims information.  Green Claims refers to the <i>Client's</i> claims process where it seeks to recover monies from a third party in respect of damage caused to the strategic road network, as aligned to the provisions of the "Highways Act 1980" (see link in <b>Annex 02</b> ).
HAMIS	The <i>Client's</i> management Information System. Portal Information System providing access to HAGIS. A single platform for information for all directorates, from simple code look up utilities to more sophisticated forecasting and reporting tools.

HAGIS	The <i>Client's</i> geographical Information System (GIS). It stores information using the latest digital mapping, which allows users to view geographical data for a specific area of the UK by zooming in and out and using the built in GIS tools.
CEMAR – (contract event management analytics and reporting)	CEMAR is a cloud based NEC contract management system. It is a collaborative tool that requires the; <i>Client</i> and <i>Consultant</i> to manage contract events through the system as required by good practice NEC contract management.
Highways accident reporting tool (HART)	HART is an online incident / accident reporting Information System.
WebDAS	WebDAS provides service providers with an easy to use front end to departures approvals system (DAS) for submitting departures and searching past submissions. Database of departures from the <i>Client's</i> requirements and aspects not covered by requirements, including Specification for Highway Works (SHW) specification departures.
HALOGEN	HALOGEN is the central source for National Highways traffic management systems (HATMS) logged data. It records setting, state change and fault information for signals, signs and emergency roadside telephones on England's motorway network.
Asset visualisation and information system (AVIS)	AVIS is a driven survey consisting of video cameras viewing multiple directions, with a simultaneous LiDAR survey. The LiDAR survey provides 3D point cloud data, accurate to 30mm - essentially a 3D model of the network. It provides an inventory of assets along with GIS files.
WebTRIS - Traffic information system and WEB	WebTRIS is the <i>Client's</i> traffic information system.  It provides historic speed and flow data for the past 10 years in 15 minute time slices at count slices across the National Highways network. Data is currently taken from motorway incident detection and automatic signalling (MIDAS), traffic monitoring units (TMU), traffic appraisal, modelling and economics (TAME) count sites and also from legacy TRADS (traffic flow database system) sites for older data. This contains hourly count data from inductive loops at approximately 1000 locations across the <i>Client's</i> network.

<p>P-AMS</p>	<p>P-AMS is a set of IT systems that hold the following data sets</p> <ul style="list-style-type: none"> <li>• approved network master data set,</li> <li>• pavement inventory master data set,</li> <li>• pavement construction master data set,</li> <li>• pavement condition master data set,</li> <li>• inventory master data set,</li> <li>• traffic data and</li> <li>• accident data.</li> </ul> <p>P-AMS also provides the following business capabilities</p> <ul style="list-style-type: none"> <li>• analysis and reporting of data both in map-based and textual formats and</li> <li>• integrated tools for the whole life cost optimisation, of proposed pavement maintenance schemes.</li> </ul>
<p>Structures management information system (SMIS)</p>	<p>SMIS provides operational support to structures management throughout the lifecycle of the structure. This system is being phased out. SMIS is currently available as read only – access is only provided if or when required.</p> <p>Note: IAM IS has replaced SMIS.</p>
<p>Geotechnical data management system (GDMS)</p>	<p>Internet hosted and GIS based geotechnical inventory. Holds details of the <i>Client's</i> geotechnical asset, together with geological maps, borehole details, and specialist reports.</p> <p>Scheme appraisal report (SAR) – part of GDMS - allows appraisal details of local network management schemes to be submitted to the <i>Client</i>.</p>
<p>Highways Agency drainage data management system (HADDMS)</p>	<p>Shares the facilities developed for GDMS and exists on the same platform. This provides integrated geotechnical/drainage information.</p>
<p>Lean tracker system</p>	<p>A system used to capture and track lean benefits.</p>
<p>National faults database (NFDB)</p>	<p>Database for manual entry of faults and issues relating to the <i>Client's</i> traffic management systems (HATMS) and other operational systems.</p>

Cultural heritage database	Part of HAGIS. Database of cultural heritage items.
Technology performance management services (TPMS)	<p>TPMS is a set of IT systems to support the maintenance and management tasks for control and communications equipment. Currently provides the following functionality</p> <ul style="list-style-type: none"> <li>• technology fault management,</li> <li>• technology planned maintenance recording,</li> <li>• technology asset status recording (including for instance results of electrical testing),</li> <li>• recording of asbestos risk in technology equipment,</li> <li>• recording the connection of technology equipment via unmetered power supplies for payment for energy used by technology,</li> <li>• calculation of performance statistics on technology equipment and</li> <li>• provision of data on <i>Consultant</i> performance to allow effective performance management.</li> </ul>
Highways Agency environmental information system (HA) EnvIS	EnvIS consists of specific environmental data supplied by the <i>Consultant</i> , the <i>Client</i> and Others which is collated and displayed in a read only format in the Highways Agency geographical information system (HAGIS). This data is used to assist in managing the environment, within and surrounding the trunk road network, and in the review and reporting of the environmental performance of the <i>Consultant</i> , the <i>Client</i> and Others.
Collaborative management toolkit (CMT)	<p>Methodology and tool used to measure and report on the <i>Consultant's</i> performance.</p> <p>Relates to the asset led delivery management (ALDM) contract types. The CMT allows for the production of the motivating success toolkit scores.</p>
Scheme analysis system (SAS) tools for drainage, Geos and structures	<p>Tools for the whole life cost optimisation of maintenance at a scheme level.</p> <p>The <i>Consultant</i> at its own cost uses the SAS tools for drainage geotechnical and structures assets as directed by the <i>Client</i> in support of specific proposals for individual schemes.</p>
Planned engineering	System for the notification of planned engineering works that impact on the operational availability or functionality of the

works (PEW) system	Highways Agency traffic management systems (HATMS) or require access to regional control centre (RCC) equipment/control rooms.
Noise assessment and insulation system (NAIS)	GIS based tool for predicting noise impacts on the environment surrounding the strategic road network
Severe weather information system (SWIS)	Provides the <i>Client</i> with information on the condition of the network and weather related incidents
Routine and maintenance management system (PB Confirm)	<p>The <i>Client</i> provides a routine and maintenance management system which is used to raise and manage work orders and process applications for payment.</p> <p>The <i>Consultant</i> uses the system and provides information to the <i>Client</i> as required to evidence the <i>service</i> provided and costs incurred to Provide the Service.</p>
Confirm and ConfirmConnect	The <i>Consultant</i> uses Confirm and Confirm's mobile solution (ConfirmConnect) to manage their operational process. Operatives must use ConfirmConnect to capture job data in the field and where necessary additional tasks on the handheld device.
Confirm workzone	Confirm workzone is a scheduling tool and this or Confirm can be used for scheduling jobs. Confirm job costing is available to support the capture of labour, plant and material in the field.
Network occupancy management system (NOMS)	<p>The <i>Client</i> provides a network occupancy management system (NOMS) as part of the integrated asset management information system (IAMIS) that is fully compliant with the national specification for the electronic transfer of notifications (EToN) and is used to</p> <ul style="list-style-type: none"> <li>• record, update and manage all occupancies on the site including their delay and impact,</li> <li>• record, update and manage all information as necessary for the fulfilment of obligations relating to <ul style="list-style-type: none"> <li>○ Traffic Management Act 2004,</li> <li>○ New Roads and Street Works Act 1991 and</li> <li>○ other legislation associated to the delivery of the “Traffic Management Act 2004 s16 Network Management Duty” and associated secondary legislation.</li> </ul> </li> </ul>

	<p>NOMS provides direct information feeds to external stakeholders for public use and feeds to the <i>Clients</i> national traffic information service (NTIS) for publication to customers.</p>
<p>Integrated asset management information system (IAM IS)</p>	<p>IAM IS replaces the following <i>Client's</i> data management systems</p> <ul style="list-style-type: none"> <li>• network occupancy and EToN (SRW) and</li> <li>• structures (SMIS).</li> </ul> <p>IAM IS provides functionality for the asset support contractor to manage customer enquiries, record defects, schedule inspections and record incident data. This information is available to the <i>Client</i> to understand the condition of the asset and manage the contract using enhanced reporting capabilities.</p> <p>Information within the <i>Client's</i> current data systems, HAGDMS, GDMS, P-AMS and SMIS is incorporated into IAM IS.</p>
<p>Airwave radio terminals</p>	<p>Airwave radios both hand held and fixed mobiles to assist the <i>Consultant</i> and <i>Client</i> in the management of Incidents and the severe weather service, via direct voice to voice communication with the <i>Client's</i> traffic officer service, Others and the emergency services.</p>
<p>TRAKA® Intelligent cabinets / lockers and associated authorised radio user database</p>	<p>The cabinets / lockers / associated authorised radio user database and infrastructure provide safe storage and accountability of the airwave radios and facilitates compliance with the Home Office TCA and Home Office airwave code of practice.</p>
<p>PBA web portal</p>	<p>Cost Intelligence tool for capturing payments to Tier 2 suppliers from Project Bank Accounts on live contracts.</p>
<p>Electronic service delivery for abnormal loads (ESDAL)</p>	<p>Allows hauliers to notify abnormal load movements online to the relevant road and structure owners as well as the police. Each notification and route are stored on ESDAL to enable structure owners to assess the proposed route using automated route appraisal software.</p> <p>Structure data in ESDAL is automatically updated from SMIS at regular intervals.</p> <p>ESDAL caters for all notices received pursuant to Schedule 9 [Service] of the Road Vehicles (Authorisation of Special Types) General Order 2003 and documentary evidence of advice given to operators and indemnities received from operators.</p>

Energy procurement strategy (EPS) inventory data	An ACCESS database containing details of lighting units on the road network and is used to determine energy consumption provided by the various energy suppliers.
DevCon	Permits the <i>Consultant</i> logging, processing, control and monitoring of all planning applications received, to ensure they are dealt with within the required timescales of planning applications.

**S 514.10 New systems to be used by the *Consultant* when made available**

Table 3 - New systems	
New Information System	Description
Financial system	The <i>Client's</i> new finance and accounting Information System which supports major business transaction processing requirements.
Emergency services network (ESN)	ESN provides 'next generation integrated critical voice and broadband data services' and will replace Airwave
Performance management information system (PMIS)	The <i>Client</i> may introduce PMIS or other system for recording and reporting against the relevant requirements. When/ if provided, the <i>Consultant</i> provides performance data directly into the PMIS.
Finance and works management system (PB Confirm)	The <i>Client</i> intends to introduce a finance and works management system which is used to raise and manage work orders.  The <i>Consultant</i> uses the system and provides information to the <i>Client</i> as required to evidence the <i>service</i> provided and costs incurred to Provide the Service.

**S 514.11 Security Plan**

S 514.11.1 The *Consultant* prepares a resilient information security plan complying with the *Client's* information security requirements and submits it to the *Service Manager* for acceptance. Reasons for non-acceptance would be any non-



compliance with this section. The *Consultant* includes the security plan in its quality management system. The security plan complies with the requirements of ISO/IEC27001 and ISO/IEC27002 and includes procedures which

- ensure compliance with legislation relevant to the provision of the *service*,
- protect information against accidental, unauthorised or unlawful processing, destruction, loss, damage or disclosure of Personal Data,
- ensure that unauthorised persons do not have access to Personal Data or to any equipment used to process Personal Data,
- protect IT systems from viruses and similar threats,
- provide for business continuity, disaster recovery, and in particular ensures that the Personal Data is safely backed-up and
- provide for the vetting of its Staff and Subcontractors' staff in accordance with the *Client's* staff vetting procedures.

S 514.11.2 The *Consultant* provides training for its Staff and Subcontractors in accordance with the security plan.

S 514.11.3 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 Staff or Subcontractors.

S 514.11.4 The *Client's* security policy is made available as appropriate in the information management system (IMS) (see link in **Annex 02**) or provided by the *Client*.

S 514.11.5 On Completion, termination or if requested by the *Service Manager*, the *Consultant* gives all data (including Personal Data), in a format and manner specified by the *Service Manager* in accordance with the appropriate retention timelines, providing evidence to this effect to the *Service Manager*. The *Consultant* destroys, and ensures that any Subcontractor (at any stage of remoteness from the *Client*) and any sub-processor destroys, any electronic and paper copies of such data in a secure manner.

S 514.11.6 Where the *Consultant* obtains or collects Personal Data on behalf of the *Client*, the *Consultant*

- provides to Data Subjects a data protection notice in a form accepted by the *Service Manager* informing the Data Subject of
  - the identity of the *Client*,
  - the identity of any data protection nominated lead it may have appointed,
  - the purpose for which their Personal Data is processed and

- any other information which is necessary having regard to the specific circumstances in which the Personal Data is, or is to be, processed to enable processing in respect of the Data Subject to be fair and
  - where applicable, obtains all necessary consents for the processing of Personal Data.
- S 514.11.7 A failure to comply with this section is treated as a substantial failure by the *Consultant* to comply with its obligations.
- S 514.11.8 *[Service Manager to undertake information security and data (including Personal Data) risk assessment in line with the Client's guidance and set out any constraints on how the Consultant handles personal data; include any further contract specific requirements.]*
- S 514.11.X *[State any project specific requirements and constraints for information security and data handling or state "Not used."]*

#### **S 514.12 Cost data collection system**

- S 514.12.1 The *Consultant* captures all costs within a data collection system identified by the *Client* in work breakdown structure (WBS) form as a minimum for use on the contract in respect of applications for payment.
- S 514.12.2 If the *Client's* minimum requirements for the *Consultant's* data collection system are not met, the *Consultant* is required to effect such modifications or enhancements to its own data collection system, or those of its supply chain, as are required, to meet the *Client's* requirements.
- S 514.12.3 *[Any investment costs associated with implementing such enhancements are borne totally by the Consultant or its subcontractor (at any stage of remoteness from the Client) and not charged back to the Client.*  
*This is covered in Z1 in the amended definition of disallowed costs.]*
- S 514.12.X *[State any project specific requirements and constraints for data collection system or delete this row.]*

#### **S 514.13 Data handling requirements**

- S 514.13.1 The *Consultant* complies with the "*Client's* data handling policy" (see link in **Annex 02**) and the Data Protection section S 512, when working on the *Client's* systems or handling the *Client's* data.
- Prior to processing all business data (including personal data) on behalf of the *Client*, the *Consultant* submits a security plan to the *Service Manager* for acceptance that complies with the requirements of ISO/IEC27001, ISO/IEC27002 and the IMS. A reason for non-acceptance would be failure to comply with this section.

S 514.13.2 A system on which the *Consultant* holds any *Client's* data, including back-up data, is a secure system that complies with the *Client's* policies and standards.

#### **S 514.16 Breach of security**

S 514.16.1 "Breach of security" is the occurrence of

- any unauthorised access to or use of the Information Systems, the *Client* premises, the Sites, the Service Provider System, the *Client* systems (to the extent that it is under the control of the *Consultant*) and/or any IT, information or data (including the confidential information and the *Client* Data) used by the *Client* and/or the *Consultant* in connection with the contract or
- the loss (physical or otherwise), corruption and/or unauthorised disclosure of any information, service or data (including the confidential information and the Data), including any copies of information or data, used by the *Client* and/or the *Consultant* in connection with the contract.

S 514.16.2 The *Consultant* develops and maintains a Security Incident management and reporting policy in accordance with ISO27001, ISO27002 and any relevant requirements found on the IMS. The *Consultant* makes a full log of Security Incidents available to the *Service Manager* on request, and in any case on a quarterly basis. All Security Incidents defined as a Major Incident is reported to the *Service Manager* as soon as practicable (at least within twenty four (24) hours of the *Consultant* becoming aware of the Security Incident).

S 514.16.3 The "Security Incident management process" (see link in **Annex 02**), as a minimum, requires the *Consultant* upon becoming aware of a breach of security or an attempted breach of security to work with the *Client's* incident management leadership and processes to mitigate, remediate, contain the extent and effects of the incident and to recover all elements of service in an efficient and timely manner which includes

- immediately taking all reasonable steps (which includes any action or changes reasonably required by the *Service Manager* which is completed within timescales as the *Service Manager* requires) necessary to
  - minimise the extent of actual or potential harm caused by such breach of security,
  - remedy such breach of security to the extent possible and protect the integrity of the Information System against any potential or future attempt of breach of security,
  - apply a tested mitigation against any breach of security or potential or attempted breach of security. Provided that

reasonable testing has been undertaken by the *Consultant*, if the mitigation adversely affects the *Consultant's* ability to deliver the *service* and to meet any performance indicator, the *Consultant* is granted relief against the failure to meet the affected performance indicator for the period as the *Service Manager* may specify by written notice to the *Consultant* and

- prevent a further breach of security or attempted breach of security in the future exploiting the same root cause failure.
- as soon as reasonably practicable and, in any event, within 2 (two) working days, following the breach of security or attempted breach of security, provide to the *Service Manager* full details of the breach of security or attempted breach of security. Including a root cause analysis where required by the *Service Manager*.

S 514.16.4 If an incident (breach of security or attempted breach of security) is identified as being a result of non-compliance with the security management plan, the *Client's* security policies, ISO/IEC27001/27002, IMS or the contract, then any required change to the Information System and/or risk management is completed by the *Consultant* at no cost to the *Client*.

## S 515 Management procedures

S 515.1 The *Consultant* includes a section on customer service in its management plans to the *Service Manager*.

S 515.2 [State any management procedures which the *Consultant* is required to follow.

Consider the following

- meetings, attendees and meeting records,
- reporting requirements (for example progress reports),
- information requirements and
- terminology and abbreviations.]

## S 516 Energy Efficiency Directive

S 516.1 Sustainable development requirements

S 516.1.1 In Providing the Service, the *Consultant*

- aligns with the aims of the *Client's* carbon reduction ambition detailed in its "Net Zero Highways: Our 2030/2040/2050 Plan" (see link in **Annex 02**),
- aligns with the *Client's* "carbon management system" (CMS) (see link in **Annex 02**),

- supports the achievement of the *Client's* compliance with the "Procurement Policy Note 01/15 (PPN 01/15) Implementing energy efficiency directive article 6: further information" and any related supplementary Procurement Policy Note or its equivalent (see link in **Annex 02**)
- achieves the *carbon cap* without purchasing Carbon Credits or equivalent and ensures that its subcontractors (at any stage of remoteness from the *Client*) do not purchase Carbon Credits or equivalent, to achieve the *carbon cap* and
- complies with the requirements of
  - "GG 103 - Introduction and general requirements for sustainable development and design" (see link in **Annex 02**) and
  - "LA 114 - Climate" (see link in **Annex 02**).

S 516.1.2 In Providing the Service, if the *Consultant* is defined as a Medium Contractor or a Large Contractor it has

- a "Building Research Establishment Environmental Assessment Methodology" (BREEAM) standard of 'Very Good' or better (see link in **Annex 02**) and
- by the 31<sup>st</sup> of December 2028
  - set science-based targets initiative (SBTi) aligned targets for near term and net Zero Emissions reduction,
  - registered with SBTi as a Committed Company,
  - submitted its targets to SBTi for validation and
  - provided the date that validation by SBTi is expected to commence.

S 516.1.3 In Providing the Service, if the *Consultant* is defined as a Small Contractor or a Micro Contractor it aligns with the approach described in 'BREEAM'.

## S 516.2 Carbon Management

S 516.2.1 In Providing the Service, if the *Consultant* is defined as a Medium Contractor or a Large Contractor it complies with and obtains certification to "PAS 2080:2023 Carbon management in buildings and infrastructure" (see link in **Annex 02**) (or another equivalent European Accreditation body agreed by the *Client*) by the 31<sup>st</sup> December 2025 and maintains the verification of its "PAS 2080:23 Carbon management in buildings and infrastructure" (or another equivalent European Accreditation body agreed by the *Client*) annually. The verification body is UKAS accredited to conduct certification audits for recognised standards such as "ISO 14001: Environmental management systems – Requirements with guidance for use" (see link in **Annex 02**) for the

construction industry together with experience of undertaking audits against “PAS 2080:2023 Carbon management in buildings and infrastructure”.

S 516.2.2 If the *Consultant* is defined as a Medium Contractor or a Large Contractor and it is unable to obtain certification by the 31<sup>st</sup> December 2025, it submits to the *Service Manager* for acceptance, a request to delay its accreditation until the 31<sup>st</sup> December 2026. A reason for not accepting the request is that it has failed to

- self-validate its compliance with “PAS 2080:2023 Carbon management in buildings and infrastructure” (or another equivalent European Accreditation body agreed by the *Client*) by the 31<sup>st</sup> December 2025,
- provide evidence that it has booked its audit before the 31<sup>st</sup> December 2025 or
- provide a secured date for its audit before the 31<sup>st</sup> December 2026.

S 516.2.3 In Providing the Service, if the *Consultant* is defined as a Small Contractor or a Micro Contractor it aligns with “PAS 2080:2023 Carbon management in buildings and infrastructure” (or another equivalent European Accreditation body agreed by the *Service Manager*) unless agreed otherwise with the *Service Manager*.

### S 516.3 The Climate Change Requirements (X29)

S 516.3.1 The Climate Change Requirements are

- [the *Client*'s “Scheme Delivery (3D) Process” (“3D Process”) (see link in **Annex 02**),]
- [the *Client*'s Project Control Framework's “Carbon Management Report” (see link in **Annex 02**)]
- as described in sections S 516.1.1 to S 516.2.3 of the Scope,
- the data at S 516.5.1 of the Scope,
- [achieving or exceeding the *carbon cap* set for the contract,]
- the *Consultant*'s tender commitments on carbon in the quality plan and
- [State any additional scheme specific Climate Change Requirements. If there are none, delete this bullet point and move the ‘and’ to the penultimate bullet.]

S 516.3.2 Climate Change Partners are

- [State any scheme specific Climate Change Partners or state “There are no Climate Change Partners”.]

S 516.3.3 The *Consultant* submits its Climate Change Plan and updates its climate change plan in accordance with Optional Clause X29.

S 516.3.4 Carbon offsetting by the *Consultant* is not permitted.

#### S 516.4 Carbon Cap

S 516.4.1 In Providing the Service the *Consultant* does not breach the Carbon Cap, as updated, in accordance with

- option X29,
- the relevant agreed Enhancements or
- its 'Climate Change Plan'.

#### S 516.5 Provision of carbon data

S 516.5.1 The *Consultant* assesses carbon emissions generated in the delivery of the service during the period, as agreed with the *Service Manager*, using the *Client's* latest "Carbon emissions calculation tool (Carbon Tool)" (see link in **Annex 02**) and divides the total carbon emissions by the contract spend in the period, to calculate the tonnes of carbon/£m spend.

S 516.5.2 The *Consultant* assesses the percentage reduction in carbon per £m spend every quarter and reports the result to the *Service Manager*.

#### S 516.6 Low Carbon Products

S 516.6.1 In Providing the Service, the *Consultant* meets the Maximum Carbon Intensity Levels for

- steel,
- concrete and
- asphalt

as described in "Maximum Carbon Intensities Requirement Document" (see link in **Annex 02**).

S 516.6.2 If the *Consultant* is unable to meet the required Maximum Carbon Intensity Levels it produces a submission describing the reasons why it cannot meet those levels and what levels it can reach, for acceptance by the *Service Manager*.

S 516.6.3 The *Service Manager* responds to the submission within the *period of reply*. If the *Service Manager* accepts the proposal, the Maximum Carbon Intensity Levels in paragraph S 516.6.1 are updated.

A reason for not accepting the submission is

- it does not describe the reasons why it cannot meet the Maximum Carbon Intensity Levels,
- there is market availability that meets both the technical specifications and the Maximum Carbon Intensity Levels for a given application,
- its alternative proposal does not comply with the Specification or
- the scheme requirements are deliverable within the Maximum Carbon Intensity Levels.

If the *Service Manager* does not accept the submission, the *Consultant* submits a revised submission to the *Service Manager* for acceptance within the *period for reply*.

If after the *period for reply*, the *Service Manager* does not accept the revised proposal, the *Consultant* meets the Maximum Carbon Intensity Levels described in 'Maximum Carbon Intensities Requirement Document'.

S 516.6.4 The *Service Manager* reviews the original submission in section S 516.6.2 annually to see if it still applies. If it no longer applies, the *Contractor* meets the Maximum Carbon Intensity Levels as described in 'Maximum Carbon Intensities Requirement Document'. This is not a compensation event.

S 516.6.5 The *Consultant* provides evidence of the Maximum Carbon Intensity Level materials it uses in Providing the Service, for acceptance by the *Service Manager*. It uses the "Carbon Tool" described in section S 516.5 to provide this evidence and ensures it is in a form agreed by the *Service Manager*. A reason for not accepting this evidence is it

- is not provided in a form agreed by the *Service Manager*,
- is not in accordance with the levels described in paragraph S 516.6.1,
- is not in accordance with the levels accepted by the *Service Manager* in section S 516.6.3,
- does not demonstrate compliance with the categories described in S 516.6.1 or
- it does not comply with the Scope.

S 516.6.6 The *Service Manager* carries out audits on the evidence provided by the *Consultant* for meeting the Maximum Carbon Intensity Levels in accordance with section S 541 of the Scope.

## S 517 Environmental and Sustainability requirements

S 517.1 In Providing the Service, the *Contractor* supports the *Client's* "Delivery Plan" (see link in **Annex 02**) aim to improve air quality in the United Kingdom and to deliver nitrogen dioxide compliance at the roadside.



S 517.2 The *Contractor*

- in purchasing new vehicles, for use partly or wholly in Providing the Service, complies with the minimum mandatory standards in “Government Buying Standards Transport 2017” (see link in **Annex 02**) and
- when requested by the *Service Manager*, works in collaboration with the *Client* to prepare reports to identify how the best practice standards detailed in the “Government Buying Standards Transport 2017” can be achieved. Report findings help inform setting standards for future highways contracts and any subsequent action by the *Contractor* helps reduce emissions of harmful pollutants when Providing the Service.

S 517.3 In Providing the Service, the *Consultant* supports the improvement of environmental and sustainable outcomes to protect, manage and enhance the quality of the surrounding environment, with a focus on people, the built, natural and historic environment, and carbon.

S 517.4 The *Consultant* complies with

- environmental legislation,
- the relevant national policy,
- the relevant planning policy, such as the “**National Policy Statement for National Networks (NPS-NN)** and “National Planning Policy Framework (NPPF),
- the “Highways England Licence, April 2015”
- the *Client*’s “Environmental Sustainability Strategy”,
- the *Client*’s “Net zero Highways: Our 2030 / 2040 / 2050 Plan”
- [**“Design Manual for Roads and Bridges (DMRB)”**
  - **“LA101” to “LA120” (see **Annex 02** for titles and links) including**
    - **“LD117 – Landscape design”,**
    - **“LD118 – Biodiversity design” and**
    - **“LD119 – Roadside environment mitigation and enhancement”.**]
- [**“GG 103 Introduction and general requirements for sustainable development and design” ]and**
- [**the “Specification for Highway Works” (“Manual of Contract documents for Highway Works (MCHW)”]**

when Providing the Service (see links in **Annex 02**).

S 517.5 In Providing the Service, the *Consultant* supports the *Client's* Key Performance Indicators (KPI) and Performance Indicators (PI) as described in the *Client's* "Operational Metrics Manual" (OMM) (see link in **Annex 02**).

S 517.6 In Providing the Service, the *Consultant* complies with and supports the requirements within

- "LA 115 Habitat Regulations Assessments" for the assessment and design of the *work*,
- "LD 118 - Biodiversity design" for the design and delivery of the *service* [, or and]
- [the *Client's* OMM [, or and]
- [insert any additional project specific biodiversity requirements or if there are none, delete this bullet and amend punctuation.]

S 517.7 The *Consultant* delivers the *Client's* responsibilities and opportunities within the "Government Buying Standards" (see link in **Annex 02**) when Providing the Service.

S 517.8 In Providing the Service, the *Consultant* is required to complete

- an environmental assessment report – as per the requirements of
  - "LA 101 – Introduction to environmental assessment",
  - "LA 102 – Screening projects for Environmental Impact Assessment",
  - "LA 103 – Scoping projects for environmental assessment",
  - "LA 104 - Environmental assessment and monitoring",
  - LA 115 - "Habitats regulation assessment" as per the requirements of the "Conservation of Habitats and Species Regulations 2017",
  - LA 114 - Climate
- a project design report – as per the requirements of
  - the *Client's* Project Control Framework or 3D Process and
  - "GG 103 – Introduction and general requirements for sustainable development and design" ("GG 103") (see links in **Annex 02**)

before the production of the Environment Management Plan first iteration is required to be completed.

- S 517.9 Where delivery of the Environment Management Plan first iteration is a requirement of the contract as per Scope section S 517A (Environment Management Plan (EMP) first iteration), the *Consultant*
- completes the relevant assessments and reports and submits them to the *Service Manager* for acceptance and
  - uses the accepted assessments and reports to form the basis of the *Consultant's* Environment Management Plan first iteration in line with the requirements set out in Scope section S 517A.

Where delivery of the Environment Management Plan first iteration is not a requirement of the contract, the *Consultant* completes the relevant assessments and reports and submits them to the *Service Manager* for acceptance.

- S 517.10 A reason for not accepting an output of paragraph S 517.9 is that it does not
- allow the *Consultant* to Provide the Service in accordance with the Scope,
  - meet the requirements of
    - the “Environment Act 2021” (see link in **Annex 02**),
    - Historic England,
    - Natural England or
    - other commitments made by the *Client* to third parties,
  - reflect the outcome of a statutory process (e.g., development consent order permission granted),
  - reflect any non-statutory outcome (e.g., environmental assessment report determining that the project does not require a statutory environmental impact assessment) or
  - allow the *Client* to use the outputs produced by the *Consultant* to inform a future contract with another supplier where completion of the Environmental Management Plan first iteration is a requirement.

- S 517.11 The *Consultant* reviews and resubmits for acceptance any of the outputs of paragraph S 517.9 until the same is accepted by the *Service Manager*.

S 517.X [Insert any additional project specific environmental and sustainability requirements. If there are none, delete this row.]

### S 517A Environmental Management Plan (EMP) first iteration (design stage)

- S 517A.1 The *Consultant* delivers the “Environmental Management Plan (EMP) first iteration” in accordance with the requirements of “LA 120 - Environmental management plans” (see link in **Annex 02**). The EMP is made available to the *Service Manager* at all times.

- S 517A.2 The *Consultant* prepares an EMP in accordance with the [3D Process or Project Control Framework] (see link in **Annex 02**) **OR** within [insert] weeks [after the *starting date*] / [after the *access date*] / [of the end of the mobilisation phase]]. If instructed by the *Service Manager* to do so, the *Consultant* prepares the EMP at an earlier time. The outline EMP content and structure is available in the appendices to “LA 120 – Environmental Management Plans”.
- S 517A.3 The *Consultant* obtains from the *Client* any previous environmental reports and assessments completed during a previous stage of the project, as aligned to the stages of the *Client’s* [3D Process [or] Project Control Framework] (see link in **Annex 02**) and stated in Scope section S 517.10, to inform the EMP.
- S 517A.4 The *Consultant* submits the EMP to the *Service Manager* for acceptance. A reason for not accepting a EMP is that it does not
- reflect statutory requirements including as a minimum
    - those set out in the “Environment Act 2021” or
    - other statutory environmental bodies requirements,
  - meet the EMP content and structure set out in Appendix A, Table A.1 of the “LA 120 – Environmental Management Plans”,
  - reflect the outcome of a statutory process (e.g., development consent order permission granted) or
  - reflect any non-statutory outcome (e.g., environmental assessment report determining that the project does not require a statutory environmental impact assessment).
- S 517A.6 [Insert any additional project specific EMP requirements. If there are none, delete this row.]

## S 518 Supply Chain Alignment

### S 518.1 Behaviours

- S 518.1.1 In Providing the Service the *Consultant* performs in accordance with the *Client’s* behaviours stated in S 519.1.3 and ensures that these behaviours are embedded and implemented by Staff.
- S 518.1.2 There are a number of key drivers and benefits which the *Client* seeks to attain through working with the *Consultant* to build a collaborative high performance team culture which allows these behaviours to manifest. The key drivers and benefits are
- shared ownership of delivery outcomes that releases the potential of the participants and results in exceptional levels of performance,

- open and transparent collaborative culture – fostering innovation, considered risk-taking, controlled delivery, shared problem-solving and joint investment in solutions – resulting in the creation of dynamic, responsive team-working that delivers better outcomes for all,
- understanding and maximising the strengths of the *Client* and its supply chain to maximise capacity and avoid duplication and wasted effort,
- shared knowledge and innovation – where teams actively demonstrate how to accrue value from repeatability and certainty, and where to seek to innovate and
- equitable relationships based on trust, fairness, collaboration and constructive challenge resulting in value-adding outcomes.

S 518.1.3 The “Behavioural Maturity Framework” (BMF) (see link in **Annex 02**) is a framework that supports the *Client’s* high performance teams approach focussing on behavioural development. The *Client* implements the BMF to support and evolve the industry’s collaborative relationships away from behaviours which lead to negative and damaging consequences and move towards behaviours that enable better performance and outcomes for all.

S 518.1.4 In Providing the Service the *Consultant* performs in accordance with the *Client’s* BMF.

S 518.1.5 The behaviours **within the BMF** are,

- trust and respect – doing what you say you are going to do at all times and supporting each other to enable personal, professional and contract goals to be achieved,
- accountability – ensuring commitments are kept and resulting consequences are accepted,
- decision making – ensuring access to all the necessary information to make fully informed timely decisions and address issues,
- communication and engagement with others in the best possible way to ensure understanding, share knowledge and avoid assumptions,
- constructive challenge – having the confidence to challenge everyone regarding decisions and actions and sharing views to develop understanding and
- improvement and innovation– creating the right environment that allows new ideas to surface and be put into practice.

S 518.1.6 Where the *Consultant* operates as part of an integrated team environment, the *Consultant* works with the *Client* to implement, operate and deliver a

behavioural maturity programme including behavioural maturity improvement plans and measures in conjunction with the *Client*.

S 518.1.7 [State any additional specific requirements and constraints for behaviours, if there are none, delete this row].

**S 518.2 Not Used.**

**S 518.3 Supplier Development System**

S 518.3.1 The “Supplier Development System toolkit” (“SDS toolkit”) is part of a broader suite of tools and collaborative approaches created by the *Client* in partnership with the “Supply Chain Sustainability School” (see links in **Annex 02**) and the *Client*’s supply chain.

The purpose of the “SDS toolkit” is to provide consistent ways of driving transformation in the highways sector to meet its current and future challenges. The “SDS toolkit” is designed to align to the *Client*’s “Strategic Business Plan” (see link in **Annex 02**), where it measures the *Consultant*’s organisational alignment to the *Client*’s key strategic themes of

- improving safety for all,
- providing fast and reliable journeys,
- a well maintained and resilient network,
- achieving efficient delivery,
- meeting the needs of all users and
- delivering better environmental outcomes.

S 518.3.2 The *Consultant* uses the self-assessment function in the “SDS toolkit” to test its alignment to the *Client*’s key strategic themes.

The data collected at the *Consultant*’s self-assessments relates to the *Consultant*’s organisation in their entirety.

The *Consultant*’s initial self-assessment is completed within four weeks of the *starting date* and then annually on its anniversary, until Completion.

The *Consultant* completes its self-assessment using one of two versions of the “SDS toolkit”. Where the *Consultant* has

- 250 employees or less
  - the SDS ‘lighter’ version is used and
- more than 250 employees
  - the SDS ‘light’ version is used.

Following the *Consultant*’s initial self-assessment, the “SDS toolkit” presents the *Consultant* with a baseline alignment report in the form of the ‘SDS action plan’.

- S 518.3.3 The 'SDS action plan' contains recommendations setting out how the *Consultant* can improve its organisational alignment with the *Client's* key strategic themes using the learning and development resources available via the "Supply Chain Sustainability School".
- S 518.3.4 Data gathered from the *Consultant's* self-assessments is not used by the *Client* or the *Service Manager* for any purpose other than to measure the *Consultant's* organisational improvement progress against its initial SDS action plan.
- The *Client* and the *Service Manager* do not use data gathered in the *Consultant's* SDS action plan to inform any part of performance measurements stated in the contract or any other commercial or procurement related processes and activities linked to other contracts with the *Client*.
- S 518.3.5 The *Consultant* undertakes an improvement progress review with the *Service Manager* addressing all aspects of its 'SDS action plan' [six months] after completion of its initial self-assessment, and then on a [six-monthly] basis until Completion, or as agreed with the *Service Manager*.
- S 518.3.6 The *Service Manager* monitors the *Consultant's* ongoing commitment to improving its organisational alignment with the *Client's* key strategic themes based on the "SDS toolkit" vision" (see link in **Annex 02**). A failure of the *Consultant* to demonstrate commitment includes
- on-going lack of engagement with the *Service Manager* on SDS matters,
  - failure to update its 'SDS action plan' or
  - not taking actions to implement the recommendations made in the 'SDS action plan'.
- S 518.3.7 [State any additional project specific requirements and constraints for the use of SDS, if there are none, delete this row.]

## S 519 Project Control Framework

- S 519.1 The *Client* operates a Project Control Framework (PCF) as part of its project management process. The *Consultant* complies with the PCF. The PCF comprises of a number of products relating to the life cycle of a project. These products are produced, reviewed, updated or refined at various PCF stages of the project life cycle.
- S 519.2 The *Consultant* delivers the PCF products that it is responsible for and supports the delivery of PCF products that it is not responsible for.
- S 519.3 PCF deliverables are developed in accordance with the latest version of the "Project Control Framework Handbook" (see links at **Annex 02**). The

*Consultant* ensures the product is proportional and meets the content and quality criteria specified in the PCF life cycle under each PCF product description page on the supply chain portal (see link in **Annex 02**). The *Consultant* engages with the appropriate product owner/specialists in line with the “Project Control Framework Handbook”, “The Project Control Framework Best Practice Planning and Consultation Process” and the “Project Control Framework Quick Reference Guide” (see links at **Annex 02**).

S 519.4 The *Consultant* liaises with the *Service Manager* to ensure that appropriate staff receive mandatory PCF training within [X weeks] from the Contract Date.

S 519.5 All PCF deliverables are shown on a PCF tracker which is managed by the *Consultant* and submitted to the *Service Manager* at intervals to be agreed with the *Service Manager*. The tracker as a minimum, details: start date, finish date, and percentage complete against each PCF deliverable in each stage of the project lifecycle.

S 519.6 The *Consultant* provides supporting information and resources, as required, to assist the *Service Manager* and *Client* with the relevant PCF stage gate assessment reviews (SGAR), independent assurance reviews (IARs) and Investment Decision Committee (IDC) processes for the contract.

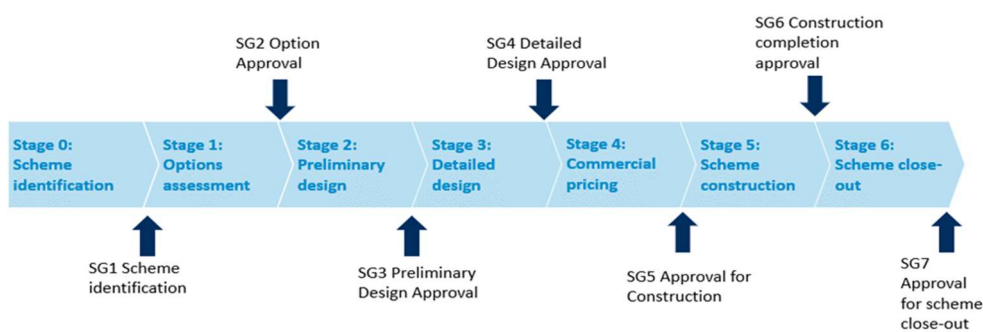
The *Consultant* refers to the stage management plan product for assistance as this clearly identifies which PCF products are relevant to the *service*, what level of detail and complexity the products require, who needs to be involved in their development and review and when they need to be produced. If there are any changes to the agreed stage management plan content the *Consultant* informs the *Service Manager*.

S 519.X [Note to compiler – state any additional project specific requirements and constraints for project governance.]

### **S 519 Develop, Design, Deliver Scheme (3D) Process**

S 519.1 The *Client* operates the Develop, Design, Deliver Schemes (3D) Process as part of its project management process. The *Service Manager* is responsible for all outputs and responsible for the compliance of the 3D governance process. The *Consultant* complies with the 3D process. 3D comprises a number of outputs relating to the life cycle of a project. These 3D outputs are produced, reviewed, updated or refined at various 3D stages. The stages and associated stage gates are shown below.





- S 519.2 3D deliverables are developed in accordance with the latest version of “Operations Scheme Management Principles” (see link in **Annex 02**).
- S 519.3 The *Consultant* delivers the 3D outputs that it is responsible for and supports the delivery of 3D outputs that it is not responsible for.
- S 519.4 The *Consultant* liaises with the *Service Manager* to ensure that appropriate Staff receive mandatory 3D training.
- S 519.5 All 3D deliverables are shown on a 3D tracker which is managed by the *Consultant* and submitted to the *Service Manager* at intervals to be agreed with the *Service Manager*. The tracker as a minimum, details: start date, finish date and percentage complete against each output in each 3D stage.
- S 519.6 The *Consultant* provides supporting information and resources, as required, to assist the *Client* with the relevant 3D stage gate independent assurance reviews (IARs) and investment decision committee (IDC) processes for the contract.

## 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.]

## S 525 Co-ordination and co-operation

- S 525.1 The *Consultant* co-operates with other suppliers in obtaining and providing information needed.
- S 525.2 The *Consultant* cooperates with the following organisations:

[Identify the organisations and set out details of the work that the organisations are to do, and any special requirements or other conditions agreed with them, or say "Not applicable".]

Identify any known information requirements, for the *Consultant* to obtain from Others or provide to Others, and the timings.]

S 525.3 The *Consultant* shares information; communicates openly with the *Client*, continuously shares lessons learnt and achievements and enables embedded learning.

S 525.5 The *Consultant* co-ordinates with local highway authorities to ensure that roadwork clashes are prevented.

S 525.6 The *Consultant* programmes the *service* in a manner that minimises the impact on the customer, working in conjunction with the *Client's* Major Projects and Operations Directorates.

S 525.7 The *Consultant* programmes any PCF product review requests at least 6 weeks in advance of the review and ensures that all programmed dates are met. (See also S 274 re PCF.)

S 525.8 Where the contract has a requirement for co-location, the *Consultant* co-locates teams where appropriate and encourages information sharing, communication, concurrent working and a proactive delivery culture.

S 525.9 The *Consultant* does not enter into commitments when dealing with third parties, that might impose any obligations on the *Client* except with the consent of the *Client*.

S 525.X [State any additional specific requirements and constraints for co-ordination. If there are none state 'Not Used']

## S 526 Consideration of Others

### S 526.1 Consideration of Others

S 526.1.1 Not used

S 526.1.2 Not used.

### S 526.2 Customer

S 526.2.1 The customer is any person or organisation that uses or is affected by the *service* or by the *Consultant* Providing the Service, including

- all road users,
- businesses who rely on the road network,
- neighbouring communities and community groups,

- tenants, persons and organisations that lease from the *Client* and
- the public who use the *service*.

S 526.2.2 The *Client's* overarching “Customer Service Strategy” (see link in **Annex 02**) sets out the approach to improving works and services provided to its customers. The *Consultant* and subcontractors (at any stage of remoteness from the *Client*) adhere to the “Customer Service Strategy” and

- the “Customer service standard for scheme billboards”,
- the “Customer service standard for accurate advance notification of planned closures”,
- the “Customer service standard for the quality and timeliness of responses to customer contact” and
- any future customer service standards published by the *Client*

when Providing the Service.

S 526.2.3 The *Consultant* notifies the *Service Manager* of any issues that could have a negative consequence on

- customers or
- the reputation of the *Client*,

and acts to mitigate the consequence within 24 hours of identification unless instructed otherwise by the *Service Manager*.

S 526.2.4 The *Consultant* appoints a person who will be responsible to complete the *Client's* e-learning training package (see link in **Annex 02**) and to then support the cascading of the customer requirements to its Staff.

S 526.2.5 The *Consultant* uses relevant data and analysis, including

- demographic,
- public health,
- educational attainment data and
- findings of the equality impact assessment

to identify the customers and communities that are affected when Providing the Service.

S 526.2.6 The *Consultant* reviews its policies, procedures and processes to ensure that there is no adverse customer equality impacts in Providing the Service on protected characteristics or affected groups and they

- do not cause conflict with
- do not put the *Client* in breach of and
- align with

the *Client's* public sector equality duties under the Equality Act 2010.

S 526.2.7 The *Consultant* implements the principles as set out in the *Client's* 'Roadworks A Customer View' and the "Traffic Management Plan" (see links in **Annex 02**). The *Consultant* records and monitors all customer activity throughout the project lifecycle in the "Roadworks a Customer View summary workbook template" (see link in **Annex 02**).

Any deviations from implementing the principles set out in "Roadworks A Customer View" are submitted to the *Service Manager* for acceptance. A reason for not accepting the deviations is that the principles can be achieved within the time and cost constraints.

S 526.2.8 Not Used.

S 526.2.9 Not Used.

S 526.2.10 The *Client's* "The Road to Good Design" (see link in **Annex 02**), sets out the approach to connecting people, places and processes to achieve better outcomes. The *Consultant* collaborates with the *Client* to support the successful delivery of this approach and utilises customer insight and local understanding and knowledge to embed the principles.

The *Consultant* supports the *Client's* design vision to put people at the heart of design. The *Consultant* achieves this by designing an inclusive, resilient and sustainable road network.

S 526.2.11 The *Consultant* submits a *service* specific customer plan to the *Service Manager* for acceptance within 12 weeks of the *starting date*. The customer plan aligns with

- the network occupancy plan (NOP) and
- the *Client's* overarching "Customer Service Plan" (see link in **Annex 02**) which defines
  - all customer stakeholder groups,
  - feedback protocols from customers and
  - communication channels and timings for each stakeholder.

Reasons for not accepting the plan is that the technical areas covered do not align with the

- *Client's* NOP or
- the "Customer Service Plan".

S 526.2.12 The *Service Manager* may conduct audits of the *Consultant's* customer policies, procedures and practices used to Provide the Service as required. The *Consultant* cooperates with such requests and provides all information requested within timeframes specified by the *Service Manager*.

S 526.2.13 The *Service Manager* may suggest recommendations to the *Consultant's* quality plan to improve customer service. The *Consultant* implements these recommendations or responds to the *Service Manager* giving reasons why they are not implementing it.

S 526.2.14 State any project specific requirements or constraints for Customer Service. If there are none, delete this row.']

### S 526.3 Supply chain customer maturity and customer centric action plan

S 526.3.1 The *Consultant* (or where there is a joint venture, each Consortium Member) complies with and delivers the requirements contained in the "Supply Chain Customer Maturity and Customer Centric Action Plan Implementation Toolkit" (see link in **Annex 02**) within the timeframes specified within the toolkit unless agreed otherwise with the *Service Manager*.

### S 526.4 Customer relationship management

S 526.4.1 The *Client* operates a customer relationship management (CRM) system through Microsoft Dynamic 365 for managing all stakeholder and customer correspondence. The *Consultant* uses the *Client's* CRM system to manage all stakeholder and customer correspondence.

S 526.4.2 The *Consultant* liaises with the *Service Manager* to ensure that relevant Staff receive CRM training.

S 526.4.3 [State any additional project specific requirements and constraints for Customer Relationship Management or delete this row if there are none.]

### S 530 Design submission procedures and acceptance criteria

S 530.1 The *Consultant* provides a design and check certificate when it submits its design to the *Service Manager* for acceptance. The design certificate is signed by an appropriately qualified and experienced engineer but not the engineer who prepared the design. A reason for not accepting the design certificate is that it doesn't meet the criteria that's laid out in the "CG300 Generic Assessment Technical Approval Schedule" (see link in **Annex 02**). If the *Consultant's* accepted tender includes an alternative design, the *Consultant* provides to the *Service Manager* the documentation identified in the works specification for technical approval including that set out in "CG 300 Technical approval of highway structures" (see link in **Annex 02**).

S 530.X [State the procedures which the **Consultant** follows in carrying out its design and the procedures for submitting designs for acceptance to the **Service Manager**.

Any approval procedures complies with CG 300.

Identify which parts of the design are required to be submitted to the **Service**

*Manager for acceptance*].

[State any additional specific requirements and constraints for design submission procedures and acceptance criteria, including reasons for non-acceptance].

### S 531 Design approvals from Others

S 531.1 [State any requirement for design checks, approvals and consents that the *Consultant* obtains from Others (such as Environment Agency, Local Authorities, Network Rail etc), if there are none write “Not Used.”].

### S 535 Quality management system

S 535.1 The *Consultant* complies with and operates management systems as follows

- A quality management system that complies
  - with “ISO 9001 – Quality Management”, [and]
  - “ISO 9004 – Quality Management”, [and
  - CEN/TS 16880 – Service Excellence”].
- A quality plan that follows the guidelines contained in
  - “ISO 9001 – Quality Management”,
  - “ISO 10005 - Guidelines for Quality Plans” [and,
  - GG102 – “Quality Management Systems for Highways Works”].
- A formal health and safety management system which complies with
  - “ISO45001 - Occupational Health and Safety” or
  - another equivalent and relevant standard accepted by the *Service Manager*.
- A health and safety management system that aligns to
  - “HSG65 – Managing for Health and Safety”.
- An environmental management system complying with “ISO 14001 Environmental Management Systems”,
- A collaboration framework complying with “ISO 44000 – Collaborative Business Relationship Management” (which encompasses the behaviours, organisational culture and management processes that provide a common platform to support effective collaborative business relationships) and
- a risk management system and processes that follow the guidelines contained in ISO 31000- “Risk Management”.

(see links to all above standards in **Annex 02**)

- S 535.2 Where a management system is certifiable against the standards above, the *Consultant* obtains certification from a relevant “UKAS” accredited body (see link in **Annex 02**) within [X] weeks of the Contract Date and submits to the *Service Manager* a copy of each certificate and audit report within one week after it is obtained. The *Consultant* maintains this certification for the full duration of the contract up to and including the *defects date*.

#### S 540 Quality plan

- S 540.1 The quality plan incorporates the Quality Submission and is sufficiently detailed to demonstrate how the *Consultant* achieves each of the Tender Commitments and meets the *Client’s* objectives for the contract.
- S 540.2 The *Consultant* keeps a controlled copy of the quality plan available for inspection at all times by the *Client*, the *Service Manager* and their representatives.

#### S 541 Audit, nonconformities (including “defects”) and quality management points

- S 541.1 The *Consultant* carries out a programme of internal audits in accordance with the requirements of “ISO 9001 – Quality Management” (see link in **Annex 02**).
- S 541.2 The *Service Manager* may carry out audits of the *Consultant’s* quality management system from time to time.
- S 541.3 The *Consultant* allows access at any time within working hours to any place where it or any subcontractor (at any stage of remoteness from the *Consultant*), carries out any work that relates to the contract for the *Service Manager* to carry out audits, to inspect work and materials and generally to investigate whether the *Consultant* is Providing the Service in accordance with the contract.
- S 541.4 The *Consultant* provides all facilities and assistance necessary to allow such audits and inspections to be carried out.
- S 541.5 Additional audits may be carried out when the number of Quality Management Points in effect exceeds the *threshold level*. The *Service Manager* decides the location, frequency and extent of additional audits having regard to the root causes for the accrual of Quality Management Points in effect.
- S 541.6 Following identification of a Nonconformity the *Consultant* submits within three working days to the *Service Manager*, a Nonconformity report covering
- the unique reference of the Nonconformity,
  - a brief description stating which requirement is not being fulfilled and in what way,

- its effect, both current and potential, and
- its likely cause i.e. what aspect of the quality management system or compliance with the quality management system is not functioning properly.

S 541.7 Following submission of a Nonconformity report the *Consultant* submits within two weeks to the *Service Manager* for acceptance, a Corrective Action plan covering

- the unique reference of the Nonconformity,
- description of the Nonconformity, which could be as per the Nonconformity report or expanded,
- details of the Corrective Action proposed, including what the Corrective Action addresses, for example
  - a process design that needs changing or
  - an execution issue (including additional training, tools etc.),
- categorisation of the Nonconformity into major or minor,
- an analysis of the root cause of the Nonconformity commensurate with risk, including what the evidence-based underlying reason causing the Nonconformity to occur is,
- the planned correction date and milestones,
- named individuals to own each of the actions listed in the plan,
- for major Nonconformities only,
  - nomination of the relevant executive process owner from the *Consultant* to take overall accountability for the plan,
- for minor Nonconformities,
  - a brief explanation describing how the Nonconformity is to be addressed considering the points stated in this section S 541.7,
- what aspect of the quality plan needs to be addressed, including details of which of the *Consultant's* processes is not performing as required
- the method
  - of reporting progress to the *Service Manager*,
  - to be used to confirm successful correction of the Nonconformity, to allow that to be recorded on the Quality Management Point register, including any envisaged circumstance that allows the *Service Manager* to confirm the correction and
- adjustments to be made to the Quality Management System to prevent recurrence of the Nonconformity.

S 541.8 The *Consultant* keeps an up to date register of Nonconformities covering



- the unique references,
- dates of identification,
- identification methods for example
  - through performance management,
  - by testing or
  - by audit etc.,
- date of Corrective Action plan,
- date Nonconformity corrected (i.e. confirmed as such by the *Service Manager*), and
- traffic light type notation, where
  - red indicates
    - Nonconformity identified but no Corrective Action plan prepared and
    - where Corrective Action is not complete by its planned date,
  - amber indicates
    - Corrective Action plan prepared,
    - action in progress and
    - within planned parameters and
  - green indicates
    - Corrective Action complete and
    - accepted by the *Service Manager*.

The *Consultant* enters the Nonconformity onto the register within three working days from its identification.

S 541.9 The *Consultant* does not begin any Corrective Action(s) to address the nonconformity until the *Service Manager* has accepted its proposals.

S 541.10 Within one week of the *Consultant* submitting the proposed Corrective Action plan for acceptance, the *Service Manager* replies to the submission.

A reason for not accepting the proposed plan is that

- it does not adequately specify actions required to ensure that Nonconformities do not recur,
- it does not comply with the requirements of section S 541.7,
- it does not comply with the contract,
- the *Service Manager* deems that the time for completing the Corrective Action is inappropriate or
- it hinders the *Client* or Others.

- S 541.11 If the *Service Manager* does not accept the proposed plan, the *Consultant* submits a revised proposal to the *Service Manager* for acceptance within one week.
- S 541.12 The *Consultant* corrects Nonconformities and takes action to eliminate the causes of actual or potential Nonconformities within a time which minimises the adverse effect on the *Client* or Others and in any event before carrying out any operation the same or similar as that in respect of which the Nonconformity occurred.
- S 541.13 The *Consultant* notifies the *Service Manager* when the proposed actions have been taken and provides its notification verification that the defective part of the *service* has been corrected.
- S 541.14 A failure to comply with this section is treated as a substantial failure by the *Consultant* to comply with its obligations

#### **S 542 Quality Management Points**

- S 542.1 If the *Consultant* fails to comply with its quality management system, the *Consultant* accrues Quality Management Points from the date when the failure is identified in accordance with the *quality table*. The number of Quality Management Points is reduced in accordance with the *quality table*.
- S 542.2 If the *Consultant* fails properly to accrue Quality Management Points, the *Service Manager* instructs the *Consultant* to accrue the applicable number of Quality Management Points calculated in accordance with the *quality table*. The Quality Management Points accrue on the date of the *Service Manager's* instruction.
- S 542.3 The *Consultant* maintains a register of the number of Quality Management Points in effect, showing when Quality Management Points accrue and are removed. This is to be submitted to the *Client* on a monthly basis, or when requested by the *Service Manager*.
- S 542.4 Quality Management Points accrue from the
- *Consultant's* date of identification of the Nonconformity or
  - Date when the *Service Manager's* instruction is given
- whichever date occurs first.
- S 542.5 If the number of Quality Management Points in effect under the contract is more than the *threshold level*, the *Consultant* and the *Service Manager* meet within one week to consider ways of reducing the number of Quality Management Points in effect to the *threshold level* or below and to avoid accruing further Quality Management Points.

S 542.6 The *Consultant* submits a report to the *Service Manager* for acceptance within one week of the meeting setting out the actions agreed at the meeting and any other actions which the *Consultant* proposes to take immediately to

- reduce the number of Quality Management Points in effect to the *threshold level* or below and
- to avoid accruing further Quality Management Points.

A reason for not accepting the report is that the actions proposed do not

- reduce the number of Quality Management points in effect to the *threshold level* or below or
- avoid further accrual of Quality Management Points.

S 542.7 If the *Service Manager* does not accept the *Consultant's* proposals or the *Consultant* does not take the agreed actions, the *Consultant* submits a revised report to the *Service Manager* for acceptance setting out the actions which the *Consultant* has taken and what further or alternative actions they propose to take to reduce the number of Quality Management Points in effect to the *threshold level* or below.

A reason for not accepting the report is that it does not

- reduce the number of Quality Management Points in effect to the *threshold level* or below or
- avoid further accrual of Quality Management Points.

S 542.8 Until the number of Quality Management Points in effect is reduced to the *threshold level* or below, the *Consultant* takes the actions detailed in its revised report and submits weekly update reports to the *Service Manager* setting out the actions taken, the results of those actions and the actions which are still to be taken by the *Consultant*.

S 542.9 If the *Service Manager* does not accept the *Consultant's* revised report or the *Consultant* does not take the agreed actions, the *Service Manager* serves a Quality Warning Notice on the *Consultant*. Within one week of receipt of the Quality Warning Notice, the *Consultant* submits a further revised report to the *Service Manager* setting out the actions which the *Consultant* has taken and what further or alternative actions they propose to take to reduce the number of Quality Management Points in effect to the *threshold level* or below.

S 542.10 The Quality Warning Notice is in effect until the number of Quality Management Points in effect is reduced to the *threshold level* or below. While the Quality Warning Notice is in effect, the *Consultant* takes the actions detailed in its reports and submits weekly update reports to the *Service Manager* setting out the actions taken, the results of those actions and the actions which are still to be taken by the *Consultant*.

- S 542.11 A failure to
- comply with this section or
  - take actions to reduce the number of Quality Management Points in effect to the *threshold level* or below while a Quality Warning Notice is in effect

is treated as a substantial failure by the *Consultant* to comply with its obligations.

S 542.X [Note to compiler – state any additional project specific requirements and constraints for audit, Nonconformities and Quality Management Points]

## S 543 Continual Improvement

### S 543.1 Purpose and Scope

S 543.1.1 The *Consultant* operates processes for delivering Lean Continuous Improvement (Lean CI) and Structured Innovation and this section sets out the *Client's* minimum requirements.

S 543.1.2 Lean CI and Structured Innovation comprises five parts

- outcome requirements,
- strategic objectives,
- performance measurement,
- training and
- the method (tools and techniques).

S 543.1.3 In addition to this section of the contract, the *Consultant* familiarises itself with the following reference documents (see links in **Annex 02**)

- The *Client's* "Strategic Business Plan 2020-2025"
- The *Client's* "Delivery Plan 2020-2025"
- The *Client's* "Lean Publications".

### S 543.2 Outcome Requirements

S 543.2.1 Lean CI outcome requirements to be delivered by the *Consultant* are

- to establish a culture of Continual Improvement throughout the *Consultant's* organisation, through strong Lean leadership and sufficient staff training,
- to reduce waste and cost in Providing the Service,
- to track performance by baselining, continuously capturing and visually displaying data and

- to meet set annual business targets.

S 543.2.2 Structured Innovation outcome requirements to be delivered by the *Consultant* are

- to create a Structured Innovation culture through training and leadership and
- to have in place an innovation/idea capture system within 3 months of *starting date* that takes ideas from concept right through to delivery, ensuring the embedment of innovations/ideas.

### S 543.3 Strategic Objectives

S 543.3.1 The strategic objectives support the outcome requirements to be delivered by the *Consultant*, set out in S 543.2.

S 543.3.2 The *Consultant*

- commits to self-development in both Lean CI and Structured Innovation,
- actively educates its supply chain in Lean CI and Structured Innovation to assist with driving waste from every part of the delivered service Value Streams and processes and
- self-assesses its Lean CI maturity on an annual basis, the first assessment being within X weeks of the *starting date*, using the appropriate Lean maturity assessment tool in accordance with this section.

S 543.3.3 The “Highways Efficiency Lean Maturity Assessment (HELMA)” is the *Client’s* assessment tool, comprising of

- annual assessments to determine the extent to which a *Consultant* has adopted Lean principles and
- the setting of improvement goals to deliver mutual benefits to the *Client* and the *Consultant*.

Assessments are in the form of *Consultant* self-assessment, submitted to the *Client* for moderation and feedback, forming a collaborative approach to the development of Lean maturity.

HELMA reference documents are accessed via the government website (see links in **Annex 02**).

S 543.3.4 The *Client* has 3 levels of Lean maturity assessments, which are for

- large enterprises: Highways Efficiency Lean Maturity Assessment (HELMA)
- small to medium enterprises: (HELMA-Lite)
- projects: Simplified Lean Capability Assessment (SLCA).

S 543.3.5 The *Client's* Lean buddy and *Consultant* discuss and agree the appropriate Lean maturity assessment level to be conducted, in accordance with the following general rules

- in larger enterprises, the *Consultant* carries out SLCA at project level, and accumulates the SLCA assessments in order to produce an overarching, organisational, full HELMA self-assessment.
- For small to medium enterprises, the *Consultant* conducts HELMA-Lite self-assessment.

HELMA and HELMA-Lite cover the same ten topics, but differ in the complexity of the self-assessment and submitted evidence (see links in **Annex 02**).

S 543.3.6 Within 12 weeks of the *starting date*, the *Consultant* contacts the *Client's* Lean team programme management office via the link provided (see link in **Annex 02**), copied into the *Service Manager*, and the *Client* decides whether there is a requirement to assign a Lean buddy, forming a collaborative approach to producing a "Lean Strategy Document". If the *Client* does not assign a Lean buddy, the *Consultant* can still obtain advice from the *Client's* Lean team's programme management office.

S 543.3.7 The *Client's* Lean buddy agrees with the *Consultant* the appropriate assessment level and assessment process timings.

S 543.3.8 The "Lean Strategy Document" defines how the *Consultant* will deploy Lean CI strategy in its organisation, covering each of the ten HELMA topic areas, and identifies

- the Lean tools to be deployed,
- the numbers of employees to train, to which levels of Lean capability and
- areas for improvement within the organisation, reflecting the enterprise/project business strategy and identifying the forecast/expected annual cost reduction benefits, expressed as a monetary value or percentage amount, to be generated from Lean CI deployment.

This is expanded upon under the ten HELMA topics explained within the HELMA reference documents (see links in **Annex 02**).

S 543.3.9 The *Consultant* submits its "Lean Strategy Document" to the *Client's* Lean team's programme management office via the link provided (see link in **Annex 02**), copying in the *Service Manager*, within 24 weeks of the *starting date*. The "Lean Strategy Document" is also scored in the HELMA/HELMA-Lite/SLCA moderation.

S 543.3.10 In adherence to the "Lean Strategy Document" submitted, the *Consultant* carries out continuous data collection, evidence gathering and self-assessment of its organisation's Lean maturity throughout the contract

duration. It is recommended that the *Consultant* self-assesses any scheme or project on each contract held with the *Client*, employing SLCA, in order to produce a strong portfolio of evidence to support the full organisational self-assessment, HELMA/HELMA-Lite for moderation by the *Client*.

S 543.3.11 The *Client* moderates all large enterprises on an annual basis in a rolling programme. Moderation is conducted at organisational level, and not per contract, with timings to be agreed between the *Consultant* and the *Client's* Lean team's programme management office, who informs the *Service Manager*.

S 543.3.12 Four weeks prior to each annual HELMA/HELMA-Lite moderation taking place, the *Consultant* submits for review its self-assessed score and justifying evidence for each of the HELMA topics, in a format agreed with the *Client's* Lean team's programme management office, via the link provided (see **Annex 02**).

S 543.3.13 Following each moderation, within two weeks the *Client* issues a moderation report and provides a Lean IAP template to the *Consultant* for completion and submission to the *Client's* Lean team's programme management office (see link in **Annex 02**) within 12 weeks of the date of the moderation report.  
The Lean IAP identifies the steps the *Consultant* will take over the following 12 months to address the comments in the moderation report.

S 543.3.14 On a monthly basis, the *Consultant* reports its progress against its Lean IAP, in an A3 format, via the Lean link (see link in **Annex 02**) to the *Client's* Lean team's programme management office.

S 543.3.15 The *Consultant* reviews its Lean IAP formally on a quarterly basis with the Lean buddy.

S 543.3.16 The *Consultant* assesses the Lean maturity of its supply chain on an annual basis using the HELMA-Lite assessment tool, recording the outcome of these assessments and providing feedback to the *Client's* Lean team's programme management office.

Feedback is expected to demonstrate how the assessment has been executed and the action taken by the *Consultant* to upskill its suppliers in Lean, if required.

Adequate provision of this feedback is scored in the *Consultant's* Lean maturity assessment moderations.

#### **S 543.4 Continual Improvement performance measurement**

S 543.4.1 The *Consultant*

- captures and records the reductions in cost using the "Benefits Realisation Capture Form (BRCF)" (see link in **Annex 02**), in

accordance with the *Client's* "Lean Benefits and Efficiency Realisation Guide",

- captures and records the improvement activity on a "Knowledge Transfer Pack (KTP)" (see link in **Annex 02**), a specific Lean industry term and the means by which Lean knowledge is transferred, representing the 5<sup>th</sup> pillar of the *Client's* Lean deployment. This ensures the results are recorded showing general details about the improvement; the issue, the solution, and benefits realised from resolution of the issue, including supporting calculations,
- ensures that the BRCF and KTP are lodged and recorded on the *Client's* Lean Tracker, accessed via the *Consultant's* request directed to the *Client's* Lean team's programme management office, and
- ensures that the efficiency savings generated through Lean deployment are clearly identified and recorded on the appropriate *Client* efficiency register and signed off at the appropriate assurance level by the *Client's* commercial and finance teams.

### **S 543.5 Continual Improvement training**

S 543.5.1 The *Client's* Lean team provides the *Consultant's* and *Client's* staff with Lean Awareness and Structured Innovation joint training sessions. The purpose of this joint training is to create fully integrated delivery teams, where the *Consultant* and the *Client* act collaboratively in Providing the Service. No Lean awareness training or Structured Innovation training is provided until the *Consultant* has submitted a Lean strategy document.

S 543.5.2 The organisation, coordination and provision of accommodation for the training is undertaken by the *Consultant* in conjunction with the *Client's* Lean team programme management office.

### **S 543.6 The methods**

#### Lean Continuous Improvement

S 543.6.1 The *Consultant's* senior leaders and managers

- continually educate themselves in Lean,
- champion Lean CI culture, taking ownership, providing guidance and continually reiterating to its employees the importance of Lean, ensuring that consistent and predictable engagement takes place at the visual performance management boards and at Lean Collaborative Planning milestone, phase and production meetings,
- undertake work place Waste Walks to demonstrate Lean leadership and the importance of Lean CI to the enterprise/project,
- fully understand the direction for Lean within the contract, linking to the enterprise/project business strategy and objectives, and actively



participate in setting the Lean vision of the contract, to produce and submit to the *Client* a “Lean Strategy Document”,

- ensure governance is in place to monitor Lean progress against strategic Lean objectives, whilst also championing the implementation of the Lean IAP, following a HELMA/HELMA-Lite/SLCA moderation by the *Client* and
- engage with its supply chain to educate and embed Lean methodologies and techniques as identified in section S xxx.6 The Methods. Note supply chain here is both internal and external business partners.

S 543.6.2 Understanding customer value

The *Consultant* actively seeks direct internal and external customer feedback on its performance from the *Client* and Others, using Lean tools, such as the Kano Analysis model. This feedback consists of direct face to face discussion or surveys, where the *Consultant* proactively acquires understanding of the *Client* as its customer and is independent of the *Client*'s Collaborative Performance Framework (see section S 544). The *Consultant* actively incorporates this feedback into the improvement of their delivery processes and Value Streams.

S 543.6.3 Understanding of processes and Value Streams

The *Consultant* ensures that its Value Streams and processes have been identified, mapped, validated with owners and then assessed using actual performance data to remove waste from the process to drive Continual Improvement, whilst still ensuring the needs of the *Client* are met. It is recommended that these process reviews are done in conjunction with the *Client*, to ensure the entire Value Stream is analysed and optimised.

S 543.6.4 Use of Lean methodologies and tools

The *Consultant* deploys, as a minimum, the following core set of Lean CI techniques.

- the Lean Collaborative Planning system, both at a project and programme level, for the contract,
- visual performance management boards, at all levels, for driving and recording team and project performance and
- structured problem solving using recognised techniques such as DMAICT (Define/Measure/Analyse/Improve/Control/Transfer phases), a structured approach which ensures solutions to problems are based upon root cause analysis.

Sitting below each of these three techniques, the *Consultant* employs a range of supporting Lean tools for identifying waste and problem solving.

S 543.6.5 Structured innovation

The *Consultant* utilises a set of tools to expedite the generation of ideas, leading to rapid solutions for improved, more efficient ways of working, and executes a systematic, structured and disciplined approach to innovation as set out in the “Structured Innovation Guide” (see link in **Annex 02**), although the *Client* accepts that alternative methods may be adopted by the *Consultant*.

#### S 544 Performance measurement

S 544.1 The *Consultant* uses the Collaborative Performance Framework (CPF) (see link in **Annex 02**) and follows the processes in relation to the use of performance scores to drive improved performance.

S 544.2 The *Consultant* uses the [insert name of metrics the *Consultant* is to follow – please contact [SupplierPerformance@nationalhighways.co.uk](mailto:SupplierPerformance@nationalhighways.co.uk) to confirm which metrics to use] metrics, recording performance against each of the relevant indicators in the CPF and assists the *Client* in the development of the CPF by proposing and developing ways in which improvements can be made.

S 544.3 Where specified within the individual CPF metric, the *Consultant* submits a return against each CPF indicator via the *Client*'s performance management system.

The first CPF covers months [1-3] from the *starting date* and are thereafter submitted [quarterly/monthly - please contact [SupplierPerformance@nationalhighways.co.uk](mailto:SupplierPerformance@nationalhighways.co.uk) to confirm which frequency to use].

#### Performance review

S 544.4 The *Consultant* undertakes a performance review addressing all aspects of performance on a [quarterly/monthly - please contact [SupplierPerformance@nationalhighways.co.uk](mailto:SupplierPerformance@nationalhighways.co.uk) to confirm which frequency to use] basis, or as instructed by the *Service Manager*, in accordance with the CPF.

S 544.5 The Performance Level is [6] and is measured in accordance with the CPF.

S 544.6 Where the *Consultant*'s performance is below the Performance Level, this is treated as a substantial failure by the *Consultant* to comply with its obligations under the contract.

S 544.7 The *Client* leads additional reviews to assess all aspects of *Consultant* performance and trends in performance indicators. The *Consultant* assists with any additional reviews as requested by the *Service Manager*.

S 544.8 The *Client* reserves the right to introduce new or modify the CPF metrics for the *Consultant's* performance.

S 544.9 [State any project specific requirements and constraints for performance measurement. These should not conflict with those stated above.]

### Key Performance Indicators

S 544.X [Note to compiler: where X20 is used, state any specific requirements and constraints relating to detailed metrics for Key Performance Indicators. If X20 is not used, please state 'Not Used'.]

### S 545 Health Safety and Wellbeing

#### S 545.1 Health, safety & wellbeing general requirements

S 545.1.1 The *Consultant* complies with the *Client's* health, safety and wellbeing requirements as detailed in this section.

S 545.1.2 The *Consultant* complies with and operates according to all relevant and prevailing health, safety and wellbeing legislation, considerations, guidance and industry best practice. The *Consultant* Provides the Service in a way that aligns to the *Client's* health, safety and wellbeing policies and initiatives in

- "GG 104 - Requirements for safety risk assessment" ("GG104"),
- "GG 105" - Asbestos management" ("GG105") and
- "GG 128" - Requirements for reporting incidents, events and undesirable circumstances: health, safety, wellbeing, structural and environmental" ("GG 128")

(see links in **Annex 02**).

#### S 545.2 Management of health and safety

S 545.2.1 The *Consultant*

- operates a health and safety management system in line with the requirements set out in Scope section S 535 (Quality Management System),
- documents the systems and fully and effectively implements the health and safety management system prior to the [end of the Mobilisation Period] [access date] and
- provides evidence to the *Service Manager* to demonstrate that the health and safety management system is documented satisfactorily and is effectively implemented to meet the timescale stated above. The *Service Manager* may prevent the *Consultant* from starting any

work until such evidence is provided.

S 545.2.2 The requirements for certification in general, of the *Consultant's* management systems are set out in Scope section S 535 (Quality Management Systems).

The certification requirements for the *Consultant's* corporate health and safety system for the contract are as set out in S 535 (Quality Management).

[Alternative wording 1

The *Consultant*

- holds certification from a body accredited by UKAS (or another equivalent European Accreditation body full member agreed by the *Service Manager*) of its corporate health and safety management system at the [Contract Date] and
- submits to the *Service Manager* a copy of all certificates on the [Contract Date] [OR] [compiler to insert another date if relevant re above].

The *Service Manager* may require the *Consultant* to stop Providing the Service until the *Consultant* holds certification from a body accredited by UKAS (or another equivalent European Accreditation body full member agreed by the *Service Manager*).

[Alternative wording 2

The *Consultant*

- obtains certification from a body accredited by UKAS (or another equivalent European Accreditation body full member agreed by the *Service Manager*) of its corporate health and safety management system within [6 months/1 year/ other timeframe] of the [Contract Date/ access date/ starting date],
- is not permitted to start [any work] [OR] [any work on site] [OR] [the following work xxxx [compiler to list]] until certification is gained unless the *Service Manager* has accepted that compliance to the standard is acceptable for a prescribed period and
- submits to the *Service Manager* a copy of all certificates within one week after it is obtained. If the *Consultant* already holds such certification at the [Contract Date / access date / starting date], the *Consultant* submits to the *Service Manager* a copy of all certificates within one week of the [Contract Date / access date / starting date.]

[Alternative wording 3

There are no specific certification requirements for the *Consultant's* corporate health and safety system for the contract. The *Consultant* complies with the standards set out in Scope section S 535 (Quality

Management) in relation to its corporate health and safety system for the contract.]

The scope of the certification for the *Consultant's* health and safety management system reflects the work being undertaken.

[Project specific additional certification is required in relation to the following elements]

- [compiler to list the elements or activities here for which extra certification is required and the timescales or delete this sentence and the text below.]

[The *Consultant*,

- [holds **[OR]** obtains] extra certification from a body accredited by UKAS (or another equivalent European Accreditation body full member agreed by the *Service Manager*), for the contract specific [amendments] [enhancements] to its corporate health and safety management system made in relation to the above [at] [by] [the [Contract Date] [ within 6 months/1 year/ other timeframe] [of the] [Contract Date/*starting date*]
- [is not permitted to start [any work **[OR]** any work on site **[OR]** the following work, [compiler to list]] until the extra certification is obtained] and
- submits to the *Service Manager* a copy of all certificates within one week after it is obtained.]

S 545.2.3 The *Consultant* operates and develops its health and safety management system to meet the *Client's* requirements. The *Consultant* provides consistency of approach and interoperability with other stakeholders where appropriate, ensuring activities are consistent between all stakeholders, allowing seamless provision of *service* between different sites.

[The *Consultant* considers the requirements of the following stakeholders

- (compiler to consider who the stakeholders are and whether additional information or requirements of these stakeholders need to be included here or attached, for example if the project involves engagement or co-operation with other bodies such as National Trust or English Heritage.)]

S 545.2.4 The *Consultant's* health and safety management system forms part of the *Consultant's* quality plan set out in Scope section S 540.

### **S 545.3 *Consultant's* occupational health management system**

S 545.3.1 The *Consultant*

- operates an occupational health management system in line with requirements of the "Health and Safety Executive's" (HSE) prevailing

construction occupational health management model, “Managing Construction Health Risks” (see link in **Annex 02**) and

- at the *Service Manager’s* request participates in working groups to improve health and safety management performance in relation to the following topics
  - designing for health and safety in buildability, operability and maintenance,
  - construction health and safety improvement and
  - sustainable design and sustainable construction.

S 545.3.2 If, in the opinion of the *Service Manager*, the *Consultant* or its subcontractor’s (at any stage of remoteness from the *Client*) is considered to commit a breach of

- any prevailing legislation
- the *Consultant’s* health and safety management system,
- a subcontractor’s health and safety management system or,
- the *Client’s* health and safety management system,

the *Service Manager* gives notification to the *Consultant* and raises the issue formally via the Quality Management Points system (as set out in Scope section S 542 Quality Management Points) and the *Client’s* health and safety management system assurance process (as set out in Scope section S 545.3 *Consultant’s* occupational health management system).

S 545.3.3 The notification provided by the *Service Manager* to the *Consultant* sets out the breach identified with reasons.

S 545.3.4 Where the *Consultant* has been given notification of a breach, the *Consultant* rectifies the breach or failure to Provide the Service, by the date specified by the *Service Manager*. The *Consultant* corrects other breaches that are not notified by the *Service Manager* within the timescales agreed with the *Service Manager*.

#### **S 545.4 Subcontractors’ health and safety management systems**

S 545.4.1 The *Consultant* ensures that any of its subcontractors (at any stage of remoteness from the *Client*) operate a formal health and safety management system which fulfils the requirements set out above.

S 545.4.2 The *Consultant* may propose to the *Service Manager* for agreement that a subcontractor (at any stage of remoteness from the *Client*) is not required to operate a formal health and safety management system which fulfils the requirements set out above.

## **S 545.5 Health, safety and wellbeing culture and communication**

S 545.5.1 The *Consultant* ensures that it creates a culture and communications that align to the *Client's* "Home Safe and Well" approach (see link in **Annex 02**) as described in Scope section S 545.23.

The *Consultant*

- provides relevant health and safety training, including induction, to relevant Staff and visitors to ensure compliance with prevailing health and safety legislation, approved codes of practice, codes of practice and industry best standard as aligned to the "HSE" relevant to Providing the Service,
- establishes, operates and delivers health and safety employee consultation arrangements to its Staff in accordance with applicable prevailing health and safety legislation,
- operates a behavioural safety programme, measured against the **supply chain health, safety and wellbeing maturity matrix (SCMM) [and]**
- participates in *Client* / supply chain events, programmes and initiatives if requested by the *Service Manager*.

## **S 545.6 Health safety and wellbeing exchange of information**

S 545.6.1 The *Client* provides relevant information requested by the *Consultant* where the information the *Client* holds is necessary to enable the *Consultant* to Provide the Service.

S 545.6.2 The *Consultant* provides information in the frequency and format specified in the contract. If no frequency and format is specified then the frequency and format is specified by the *Service Manager*.

S 545.6.3 The *Consultant* immediately brings to the attention of the *Service Manager* any issue or potential issue that may have a detrimental impact on the health, safety and wellbeing of any stakeholders.

## **S 545.7 Health, safety and wellbeing resources**

S 545.7.1 The *Consultant* retains a sufficient number of competent health and safety resources as part of its management structure and ensures that its relevant resources meet the requirements in S545.7.2 below.

S 545.7.2 The minimum requirements for the *Consultant's* health and safety resources are that its leads **as set out in the key persons schedule**

- have chartered membership of The Institution of Occupational Safety and Health (IOSH),

- are qualified to “National Examination Board in Occupational Safety and Health” (NEBOSH) diploma standard (or higher),
- have a demonstrable working knowledge of prevailing health and safety legislation, approved codes of practice, codes of practice and industry best standard as aligned to the “HSE” and relevant to Providing the Service and
- have the appropriate level of competence, training and demonstrable experience that would be expected of a qualified, experienced and competent member of its profession providing professional services in connection with works and services of equivalent type size and complexity to the *service*.

**S 545.8 Health and safety competence of Staff**

S 545.8.1 The *Consultant* ensures that Staff are competent to Provide the Service and upon request, provides the *Service Manager* with information about the *Consultant's* arrangements for assuring Staff competence and with employee training records.

S 545.8.2 The *Consultant* confirms to the *Service Manager* that the Staff Providing the Service for the relevant element are suitably qualified and experienced to Provide the Service, with the exception of recognised apprentice schemes who are adequately supervised whilst Providing the Service. The *Consultant* also confirms to the *Service Manager* when any new Staff are appointed or assigned to Providing the Service.

**S 545.9 Not used**

**S 545.10 Incident reporting and investigation**

S 545.10.1 The *Consultant* complies with the *Client's* GG 128 “Requirements for reporting incidents, events and undesirable circumstances: health, safety, wellbeing, structural and environmental (GG 128)” or its later update or replacement, including any time periods required by “GG 128” (see link in **Annex 02**). If a time period is not specified in “GG 128” then the *period of reply* applies unless agreed otherwise by the *Service Manager*.

S 545.10.2 On receipt of a notification of an incident, the *Consultant*, in line with “GG 128”, determines if a formal investigation is required, and if required follows the notification, investigation and reporting procedures as set out therein.

S 545.10.3 The *Consultant* undertakes investigations to identify root cause of the incident with a Competent Person who has relevant training, knowledge and experience in effective accident/incident investigation.



S 545.10.4 Nothing prevents the *Consultant* from carrying out its own (additional) investigation of an incident, and in such case, the *Consultant* provides a copy of its completed incident report to the *Client*.

S 545.10.5 The incident report provides

- root cause identification and analysis on the circumstances surrounding the accident/ incident,
- any remedial measures to be taken to prevent a recurrence and
- relevant photographs and statements

as an integral part of the report.

S 545.10.6 Where the *Consultant* is compiling a draft incident report, the *Consultant* discusses the findings in the draft incident report with the *Service Manager* prior to the production of the final draft report.

S 545.10.7 The *Consultant* implements applicable recommendations arising from incident investigations (and as set out in the report) within the timescales as specified in “GG 128”.

The *Client* has the right to investigate and incidents wherever they may occur, and the *Consultant* provides any information requested by the *Client*.

S 545.10.8 The *Consultant* provides the *Client* unrestricted access at all reasonable times to the facilities, equipment, materials, Staff and records of the *Consultant* or the subcontractor (at any stage of remoteness from the *Client*) for this purpose (subject to any statutory or contractual obligation prohibiting this access).

S 545.10.9 The *Consultant* provides a copy of all materials related to an incident to the *Service Manager* in accordance with the *period of reply*. If the *Consultant* is unable to disclose materials to the *Client* or *Service Manager*, the *Consultant* provides a legal justification statement from its legal counsel that confirms why the materials are not being released for legal reasons.

S 545.10.10 The *Consultant* ensures that all subcontracts (at any stage of remoteness from the *Client*) contain requirements reflecting this section S 545.

**S 545.11 Not used**

**S 545.12 Health, safety and wellbeing management audit**

S 545.12.1 The *Consultant* allows the *Service Manager* unrestricted access during contracted hours, to the premises, equipment, materials, Staff and records of the *Consultant* and any subcontractors (at any stage of remoteness from the *Client*) (unless a statutory obligation prohibits the disclosure of any such

records) to audit any, or all of the *Consultant's* health and safety management systems.

The *Consultant* ensures that all subcontracts (at any stage of remoteness from the *Client*) contain requirements reflecting this section S 545.

S 545.12.2 The *Consultant* implements all recommendations from these audits within a timescale agreed with the *Service Manager*.

### **S 545.13 [Construction Design and Management (CDM) Regulations 2015]**

S 545.13.1 The *Client* appoints relevant CDM duty holders in writing, based upon a review of an organisation's ability and competence to perform the *service*.

S 545.13.2 CDM duty holders (principal contractor and principal designer) discharge their obligations under the "Construction, Design and Management Regulations 2015" in compliance with the "Managing Health and Safety in Construction Guidance on Regulations" (see link in **Annex 02**) and provides the *Service Manager* with evidence to enable the *Client* to discharge its obligations under the CDM Regulations.

S 545.13.3 Principal [contractor/ and principal designer] duties (as defined by "CDM Regulations 2015" and "The Building Regulations 2010" as amended by The Building Regulations etc (amendment) (England) Regulations 2023" are undertaken by the *Consultant* when instructed by the *Project Manager*.

The *Consultant* undertakes the role of principal [contractor/and principal designer and associated duties in respect of the *service* to which the "CDM Regulations 2015" and "The Building Regulations 2010 as amended by The Building Regulations etc. (amendment) (England) Regulations 2023" apply, including work carried out by

- the *Client* or
- others.

The *Consultant* refers to the "Construction Industry Training Board (CITB) guidance" (see link in **Annex 02**) when carrying out the principal [contractor/ and principal designer] role. Where the *Consultant* is not required to undertake the principal [contractor/ and principal designer] duties, the *Service Manager* notifies the *Consultant* as to who undertakes this/these role/roles.

S 545.13.4 During the pre-construction phase and before setting up a construction site, the *Consultant* creates a "construction phase plan" in respect of the *service* in compliance with Regulation 12(2) of the "CDM Regulations 2015" and submits it to the *Service Manager* for acceptance.

A reason for not accepting the plan is that it does not contain sufficient details about how health and safety risks are managed during the construction phase.

#### **S 545.14 Medical fitness**

- S 545.14.1 The *Consultant* advises the *Service Manager* of any known medical disability or condition of any Staff, who could pose a risk to an individual or, others Providing the Service. The *Consultant* assesses the risk and puts in place effective controls to ensure its own health, safety and wellbeing and the health, safety and wellbeing of others in Providing the Service.
- S 545.14.2 When requested by the *Service Manager*, the *Consultant* provides information and other evidence (anonymised and with consideration given to the protection of Personal Data as set out in Scope section S 512 at any stage of remoteness from the *Client*) to demonstrate compliance with the requirement in paragraph S 545.14.1.

#### **S 545.15 Health assessment and control**

- S 545.15.1 The *Consultant* ensures that Staff are provided with health surveillance as appropriate, having regard to the risks to their health and safety which are identified by a risk assessment and in accordance with prevailing health and safety and other relevant legislation.
- S 545.15.2 The *Consultant* makes wellbeing services available to Staff and supply chain as identified by the risk assessment and as appropriate, taking into consideration the nature of work and duration, and in line with, but not exhaustive of, the *Service Manager's* instructions to make wellbeing services available.
- S 545.15.3 The *Consultant* monitors and records working days lost due to illness and stress-related conditions and introduces management systems for minimising ill health. The *Consultant* provides this anonymised data to the *Service Manager* upon its request.

#### **S 545.16 Alcohol and substance abuse**

- S 545.16.1 The *Consultant* develops a 'Prohibited Substance and alcohol procedure' and submits it to the *Service Manager* for acceptance. The *Consultant* implements the submitted 'Prohibited Substance and alcohol procedure' prior to acceptance and along with any later amendments.
- S 545.16.2 The *Consultant's* 'Prohibited Substance and alcohol procedure' includes details of
- testing levels and chain of custody requirements,
  - random testing of at least 10% of Staff per annum (pro-rata per month) in locations used to Provide the Service,

- support systems for Staff who have notified of Prohibited Substance and alcohol misuse prior to the test,
- how testing accounts for all shift patterns and
- how testing accounts for religious or equivalent use of alcohol.

- S 545.16.3 A reason for not accepting of the 'Prohibited Substance and alcohol procedure' is that
- it does not meet the requirements of the Scope or
  - it does not meet the testing level and requirements of the scheme Prohibited Substance and alcohol policy and procedures.

- S 545.16.4 If the Staff's failure rate exceeds 4.99% over a rolling 12-month period, the *Consultant* develops and implements an improvement plan within seven days of the Staff failure rate exceeding this level to reduce the failure rate to below 4.99% and submits a copy of the improvement plan to the *Service Manager* for information.

The *Consultant* stops the use of Staff to Provide the Service who have failed a Prohibited Substance and alcohol test until such times as they pass the relevant Prohibited Substance and alcohol test. Where a Staff member has pre-notified of a prescribed medicine, the *Consultant* redeploys the person to an appropriate role.

#### **S 545.17 Health and safety charity-based incentive schemes**

- S 545.17.1 The *Consultant* adopts charity-based incentive schemes covering local and national charities if requested to do so by the *Client*.

#### **S 545.18 Supply Chain Maturity Matrix Action Plan**

- S 545.18.1 The Supply Chain Maturity Matrix Action Plan (SCMMAP) is based on the "Supply Chain Maturity Matrix" ("SCMM") produced by the *Consultant* (or each Consortium Member).
- S 545.18.2 If the *Consultant* (or each Consortium Member) does not have an agreed SCMMAP with the *Client*, the *Consultant* (or each Consortium Member) delivers a SCMMAP and submits it for acceptance by the *Service Manager* within six weeks following the **[[Contract Date] OR [starting date]]**.
- A reason for not accepting the SCMMAP is as set out in paragraph S 545.18.6.
- S 545.18.3 The SCMMAP details specific actions to be taken under the contract by the *Consultant* (or each Consortium Member) and its subcontractors (at any stage of remoteness from the *Client*) in order to support delivery of the improvements identified in the implementation plan(s) for the *Consultant* (or each Consortium Member).

- S 545.18.4 The *Consultant* (or each Consortium Member) keeps a controlled copy of the “SCMMAP” available for inspection by the *Client* at all times.
- S 545.18.5 The *Consultant* (or each Consortium Member) updates its SCMMAP in line with and to support delivery of the improvements identified in, the implementation plan(s) and on each anniversary of the Contract Date. The annual updates are based on the updated SCMMAP and implementation plan(s) produced by the *Consultant* (or each Consortium Member).
- S 545.18.6 A reason for not accepting the SCMMAP is that it does not
- comply with the requirements of the contract or
  - provide the *Service Manager* the confidence that the proposed actions can deliver the improvements identified in the implementation plans.
- S 545.18.7 At any time, the *Service Manager* may notify the *Consultant* (or if appropriate the relevant Consortium Member) if it is considered that the SCMMAP
- does not comply with the requirements of the contract or
  - is not capable of delivering the improvements identified in the implementation plans.
- S 545.18.8 Within 14 days following such notification or non-acceptance, the *Consultant* (or each Consortium Member) reviews the SCMMAP and the reasons or comments and submits to the *Service Manager* for acceptance a revised SCMMAP clearly setting out proposed changes.

#### **S 545.19 Management of road risk**

- S 545.19.1 The *Consultant* and its subcontractors (at any stage of remoteness from the *Client*) ensures that it has systems in place for the effective management of occupational road safety and road risk in accordance with guidance provided by
- the “Health and Safety Executive” (HSE),
  - the Supply Chain Safety Leadership Group “Raising the Bar” documents (see link in **Annex 02**) and
  - other relevant industry guidance and in accordance with S 545.20.
- S 545.19.2 The *Consultant* and its subcontractors (at any stage of remoteness from the *Client*) ensures that there are competent and robust driving for work policies and procedures for reducing and mitigating traffic incidents, by assuring
- vehicle maintenance and road worthiness,
  - driver qualifications, competence and fitness to drive,
  - safe and legal loading,

- driver safety training and
- incident investigation.

S 545.19.3 The *Consultant* and its subcontractors (at any stage of remoteness from the *Client*) abides by prevailing road transport legislation and recognises that their health and safety and wellbeing at work duties extend to “Work Related Road Risk (WRRR)” (see link in **Annex 02**).

The *Consultant*, as part of its organisation’s health safety and wellbeing work programme,

- [is a member of] [complies with] an Accredited Scheme or Standard for managing WRRR,
- provides evidence of [membership of] **[OR]** [compliance with] an Accredited Scheme or Standard for managing WRRR to the *Service Manager* and
- manages WRRR to the appropriate standard for the *service* that are being provided as aligned with paragraph S 545.19.1.

## S 545.20 Driving for Better Business

S 545.20.1 The *Consultant*, as part of its organisation’s health, safety and wellbeing at work programme,

- engages with the “Driving for Better Business” (DfBB) programme (see link in **Annex 02**) and makes use of the tools and resources available as appropriate. This provides greater focus on measuring, monitoring and reporting of WRRR to reduce incidents and the need for safety alerts.

S 545.20.2 Within [six months] of the [Contract Date/starting date/ access date], the *Consultant*

- registers with the DfBB programme (see link in **Annex 02**),
- undertakes the DfBB gap analysis of its ‘driving at work’ activities which covers all drivers and vehicles that are used on business,
- implements a ‘driving for work’ policy that
  - complies with “Driving for Work guidance” (see link in **Annex 02**),
  - applies to all areas of the business,
  - applies to all types of driving undertaken,
  - is communicated effectively to all Staff who may drive for business purposes and
  - includes a statement from its chief executive officer (CEO) or board director responsible for WRRR that

outlines the importance attached to work-related road safety,

- implements an effective system for measuring and monitoring its **[fleet activity including the frequency and severity of any collisions, together with]** driver and vehicle compliance (regardless of the ownership of the vehicle). This includes
  - records of crashes and investigation results,
  - driver training or education supplied,
  - driver licence checking and relevant insurance checking,
  - employee policy acceptance and
  - where relevant vehicle checks and defect reporting,
- implements an effective system for ensuring the same level of awareness regarding WRRS and compliance with HSE guidance (see links in **Annex 02**) through any subcontractors (at any stage of remoteness from the *Client*) involved in Providing the Service.
- demonstrates to the *Client* via the *Service Manager*, the reduction of collisions, incidents or instances of non-compliance **[year on year]**, or provides an explanation if this is not the case and
- includes these requirements and ensures compliance in all subcontracts (at any stage of remoteness from the *Client*).

S 545.20.3 The *Consultant* shares knowledge and best practice with the DfBB community and attends any related events and initiatives.

#### **S 545.21 Supply Chain Safety Leadership Group**

S 545.21.1 The industry initiatives created and endorsed by the Supply Chain Safety Leadership Group (SCSLG) as set out in the following documents

- “nine significant risk approach”
- “Common Intent”
- “Raising the Bar” and
- “Lessons Learnt”

drives improvements in health, safety and wellbeing standards across the industry (see links in **Annex 02**).

S 545.21.2 The *Consultant* compares the “Common Intent” and “Raising the Bar” initiative guidance with its own health safety and wellbeing practices and provides a report to the *Service Manager* **[by [insert date]/ [prior to the end of the Mobilisation Period]/ [prior to the access date]]** detailing the *Consultant’s* current position in line with these initiatives.

Where the *Consultant's* working practices surpass those set out in the guidance, the *Consultant* provides details of these to allow the *Client* to update its guidance for the benefit of all road workers.

Where the "Common Intent" or "Raising the Bar" guidance is more comprehensive than the *Consultant's*, the *Consultant* produces a remedial plan for bringing its working practices up to this minimum standard. The *Consultant* produces and implements the remedial plan within three months from when identified and updates and amends its management systems as identified by the gap analysis.

- S 545.21.3 The *Client* undertakes an audit process established to assure the implementation of "Common Intent" and "Raising the Bar" activities against the *Consultant's* working practices in this area.

### **S 545.22 Home safe and well approach**

- S 545.22.1 The *Consultant* submits a strategy of how it operates to meet the *Client's* "Home Safe and Well" approach (see link in **Annex 02**) to the *Service Manager* for acceptance.
- S 545.22.2 The *Consultant* commits and contributes to the *Client's* "Home Safe and Well" approach by defining its own commitment to getting everyone home safe and well.
- S 545.22.3 The *Consultant*
- considers how its role in connecting the country can make a difference to customers and embeds safety as the first imperative across all areas of its responsibility,
  - recognises the behaviours that enable the culture change required to achieve and deliver the *Client's* objectives as set out in the "Home Safe and Well" approach,
  - engages and collaborates as appropriate with the *Client*, the supply chain and other stakeholders to promote health, safety and wellbeing, recognising behaviours that bring the "Home Safe and Well" approach to Provide the Service,
  - is responsible and accountable for the health, safety and wellbeing of its Staff and
  - embeds the "Home Safe and Well" approach **within the Supply Chain Maturity Matrix (SCMM) and the Supply Chain Maturity Matrix Action Plan (SCMMAP).**

### **S 545.23 Deleterious and hazardous materials**

#### Asbestos



S 545.23.1 The *Consultant* complies with the “Control of Asbestos Regulations 2012” and “GG 105 - Asbestos management (GG 105)” (see link in **Annex 02**).

Other Materials

S 545.23.2 The *Consultant* manages other deleterious and hazardous materials unearthed by the *service* in accordance with [insert / list any other relevant guidance or legislation etc].

**S 545.24 “Highways Passport” scheme**

S 545.24.1 The *Client* (and the SCSLG) endorses the full implementation of the “Highways Passport” scheme (see link in **Annex 02**) to evidence training and competence.

S 545.24.2 The *Consultant* procures that its subcontractors (at any stage of remoteness from the *Client*), sign up to the “Highways Passport” scheme within six weeks of the *starting date* or within six weeks of subcontractor’s appointment.

S 545.24.3 The *Consultant* may propose with evidence to the *Service Manager* that a subcontractor (at any stage of remoteness from the *Client*) is exempt from signing up to the “Highways Passport” scheme

- due to the scope of the works or services to be undertaken not being appropriate to the passport scheme or
- the costs to or to be incurred because of signing up to the passport scheme are disproportionate to the forecast total of the prices (or equivalent) of the relevant appointment

for acceptance

S 545.24.4 A reason for not accepting a proposal is

- the *Consultant* has not provided sufficient evidence,
- the works or services to be undertaken by the proposed subcontractor (at any stage of remoteness from the *Client*) are covered by the passport scheme or
- the costs to or to be incurred because of signing up to the passport scheme are not disproportionate to the forecast total of the prices (or equivalent) of the relevant appointment.

S 545.24.5 The “Highways Passport” scheme has two parts

- **the smartcard/system**, a single database accessible by all applicable license holders with the ability to record training, competence, toolbox talks, notify expiry dates, data sharing and migration on individuals moving between service providers that can be read by a variety of mobile or fixed access card readers and

- “**The Highways Common Induction (HCI)**” (see link in **Annex 02**), provides a baseline understanding of the common hazards on the *Client’s* network, reducing the induction process repeated on every project by removing duplication of requirements that are common to all sites.

#### **S 545.25 Health, Safety and Wellbeing Plans**

- S 545.25.1 The *Consultant* produces all the Health, Safety and Wellbeing Plans in the form which the contract requires within six weeks after the *starting date*.
- S 545.25.2 The period for producing the Health, Safety and Wellbeing Plans may be extended by no more than four weeks if the *Service Manager* and the *Consultant* agree to the extension before the health, safety and wellbeing Plans are due. The *Service Manager* notifies the period of extension that has been agreed to the *Consultant*.
- S 545.25.3 A failure to comply with this section is treated as a substantial failure by the *Consultant* to comply with its obligations.

#### **S 550 Legal requirements**

- S 550.1 [If any health & safety duties are required by law & state who will perform them. If there are none state “Not Used”.]

#### **S 555 Disclosure Requests**

- S 555.1 The *Consultant* acknowledges that the *Client* may receive a Disclosure Request and the *Client* may be obliged (subject to the application of any relevant exemption and where applicable, The Public Interest Test) to disclose information (including commercial sensitive information) pursuant to a Disclosure Request. Where practicable the *Service Manager* consults with the *Consultant* before doing so in accordance with “Cabinet Office Freedom of Information Code of Practice (see link in **Annex 02**). The *Consultant* responds to a consultation by the deadline set by the *Service Manager* and to the *Service Manager’s* satisfaction. The *Consultant* acknowledges that it is for the *Client* to determine whether such information is disclosed.
- S 555.2 When requested to do so by the *Service Manager*, the *Consultant* promptly provides information in its possession relating to the contract and assists and co-operates to enable the *Client* to respond to a Disclosure Request within the time limit set out in the Disclosure Request relevant legislation below
- “Freedom of Information Act 2000”
  - “Environmental Information Regulations 2004”,
  - “PPN 01/17 Update to Transparency Principles” and it’s related guidance “The Transparency of Suppliers and Government to the Public” and

- the “Procurement Act 2023” and the “Procurement Regulations 2024”  
(see links in **Annex 02**).

S 555.3 The *Consultant* passes any Disclosure Request received to the *Service Manager* within 2 (two) days of receipt, unless the *Service Manager* agrees otherwise. The *Consultant* does not respond directly to a Disclosure Request unless instructed by the *Service Manager*.

S 555.4 The *Contractor* acknowledges that the *Client* is obliged to publish information relating to the contract in accordance with

- section 53 of the “Procurement Act 2023”,
- regulation 33 of the “Procurement Regulations 2024 (SI 2024/692)” and
- “Procurement Policy Note 01/17 Update to Transparency Principles (PPN 01/17)”- and its related guidance, “The Transparency of Suppliers and Government to the Public”

except to the extent that any information in it is exempt from disclosure pursuant to the “Freedom of Information Act 2000” (see links in **Annex 02**).

The *Service Manager* consults with the *Consultant* before deciding whether the information is exempt, but the *Consultant* acknowledges that the *Client* has the final decision.

S 555.5 In accordance with “PPN 01/17 Update to Transparency Principles”, the *Consultant*

- co-operates with and assists the *Service Manager* to enable the *Client* to comply with its obligations to publish information or
- agrees with the *Service Manager* a schedule for the release to the public of information relating to the *Client*,
- provides information to assist the *Client* in responding to queries from the public as required by the *Service Manager* and
- supplies the *Service Manager* with financial data relating to the contract in the form and in the times specified.

S 555.7 [State any additional specific requirements and constraints for disclosure of Information or state "Not Used".

### S 556 Official Secrets Act

S 556.1 The Official Secrets Acts 1911 to 1989 (the "Official Secrets Acts") (see links in **Annex 02**) apply to the contract from the *starting date* until the Completion Date.

S 556.2 The *Consultant* notifies its employees and subcontractors (at any stage of remoteness from the *Client*) of its duties under the Official Secrets Acts.

S 556.3 A failure to comply with this section is treated as a substantial failure by the *Consultant* to comply with its obligations.

### S 557 Confidentiality

S 557.1 The *Consultant* keeps (and ensures that anyone employed by it or acting on its behalf keeps) confidential and does not disclose to any person

- the terms of the contract save to the extent that these have been published by the *Client* as required by section 53 of the "Procurement Act 2023" and
- any confidential or proprietary information (including Personal Data) provided to or acquired by the *Consultant* in the course of Providing the Service

except that the *Consultant* may disclose information to

- to its legal or other professional advisers,
- to its employees and subcontractors (at any stage of remoteness from the *Client*) as needed to enable the *Consultant* to Provide the Service,
- where required to do so by law or by any professional or regulatory obligation or by order of any court or governmental, parliamentary or other public bodies, provided that prior to disclosure the *Consultant* consults the *Service Manager* and takes full account of the *Client's* views about whether (and if so to what extent) the information is to be disclosed,
- which it receives from a third party who lawfully acquired it and who is under no obligation restricting its disclosure,
- which is in the public domain at the time of disclosure other than due to the fault of the *Consultant* or
- with the consent of the *Service Manager*.

S 557.2 The *Consultant* does not (and ensures that anyone employed by it or acting on its behalf does not) use any confidential or proprietary information provided to or acquired by it for any purpose other than to Provide the Service.

S 557.3 [State any project specific requirements and constraints specific to confidentiality and publicity restriction, and any acceptance procedures. If none, delete this row.]

## S 560 Form of retained documents

### Handover between *Consultants*

S 560.1 If required, the *Consultant* arranges for the receipt through the *Service Manager* of all information relating to the *service* from the consultant previously appointed for the delivery or procurement of the *service* or otherwise.

S 560.2 If required, the *Consultant* arranges for the transfer through the *Service Manager* of all information relating to the *service* to the *Consultant* subsequently appointed for the delivery or procurement of the *service* or otherwise.

[State any project specific requirements and constraints for handover between *Consultant's*].

## S 561 Format of records

S 561.1 The *Consultant* ensures that records are created and maintained in a format acceptable to the *Service Manager* such as

- scanned electronic image (Acrobat .pdf),
- editable electronic document (Microsoft Word),
- editable electronic spreadsheet (Microsoft Excel),
- editable vectorised drawing format (.dwg AutoCAD format or equivalent),
- graphic electronic image in compressed (.jpg) format or
- other formats compatible with the *Client's* information systems as set out in section S 514, reference documents or guidance manuals as agreed with the *Service Manager*.

S 561.2 The *Consultant* undertakes translation of existing records into an accepted format when instructed by the *Service Manager*.

S 561.3 The *Consultant* may from time to time agree with the *Client* alternative acceptable formats in which the *Consultant* maintains records, taking into account any advances and other developments in Information Systems. The *Consultant* implements any changes as agreed with the *Service Manager*.

S 561.4 The *Consultant* creates and maintains and records in accordance with **Annex 19**.

#### S 562 Records and audit access

S 562.1 The *Consultant* keeps documents and information obtained or prepared by the *Consultant* or any subcontractor (at any stage of remoteness from the *Client*) in connection with the contract for **[[the period stated in the Contract Data] or [a period of [6 or 12 years]] after Completion or earlier termination.]**

S 562.2 The *Consultant* permits the *Client* and the Comptroller and Auditor General to examine documents held or controlled by the *Consultant* or any subcontractor (at any stage of remoteness from the *Client*).

S 562.3 The *Consultant* provides such explanations as the *Client* or the Comptroller and Auditor General considers necessary.

S 562.4 This section does not constitute a requirement or agreement for the purposes of section 6(3)(d) of the "National Audit Act 1983" (see link in **Annex 02**) for the examination, certification or inspection of the accounts of the *Consultant*.

S 562.5 The *Consultant* records efficiencies within the efficiency register in the format provided by the *Service Manager*. It updates and submits the efficiency register to the *Service Manager* on a **[quarterly]** basis for acceptance. A reason for not accepting the efficiency register is it does not comply with the criteria for an efficiency.

#### S 563 Deed of Novation

S 563.1 If agreed by the *Client*, when the *Consultant* wishes to novate the contract to another consultant, it executes a novation agreement in the form set out in **Annex 08** (or such other form as the *Client* may reasonably require).

S 563.2 If the proposed new consultant is not a company incorporated in and subject to the laws of England and Wales, the *Consultant* gives the *Client* a legal opinion in support of the new consultant. The legal opinion requirements are set out in section S 1102 (legal opinion). The legal opinion is given, signed and issued by an independent regulated legal firm which is

- independent of the proposed New Consultant (as defined in the novation deed), the *Consultant*, Consortium Members, Guarantors and alternative guarantors,
- qualified and registered to practise in the jurisdiction in which the relevant entity is incorporated and
- agreed by the *Service Manager*.

## S 600 Information and other things provided by the *Client* and Others

### S 605 Provision by the *Client*

S 605.1 [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 PSC core clause 60.1(5).

Refer if necessary to S 720 where the timing of when the information & other things are to be provided can be stated.]

### S 610 Provision by Others

S 610.1 [Detail what information & other things Others are to provide. State who the Others are. If necessary tabulate 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 PSC core clause 60.1(5).

Refer if necessary to S 720 where the timing of when the information & other things are to be provided can be stated.]

### S 615 Approvals from *Others*

[State any requirements for Others to check & approve any deliverables.

Refer to PSC core clause 60.1(5).

Refer if necessary to S 720 where the timing of when the information & other things are to be provided can be stated.]

## S 700 Timing, programme and Completion

[Note to compiler – Ensure any requirements here do not conflict with the contract requirements in clause 31 of the PSC, which includes detailed 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 he is 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 *Consultant* has done all the work necessary for the *Client* to use the *service* and for Others to do their work.

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

## S 705 Programme requirements

- S 705.1 The *Consultant* identifies all key and additional milestones in accordance with the “Major Projects Directorate Planning and Scheduling Manual” (see link in **Annex 02**) and the critical path, statutory process milestones, start of service, construction phase durations, Open for Traffic (OFT), handover to operations directorate and all post completion activities. This is the baseline programme when initially provided and includes the following key milestones
- [List key milestones]
- in accordance with the programme specific appendices supplied by the *Service Manager*.
- S 705.2 The *Consultant’s* programme is aligned to the work breakdown structure (WBS) and cost breakdown structure (CBS) as supplied by the *Service Manager*.
- Scheme forecast and baseline schedule submission is submitted in P6 XML format into the *Client’s* Primavera P6 system in addition to the requirements of NEC4 PSC clauses 31 and 32.
- S 705.3 The content of the forecast and baseline schedule are produced in accordance with the requirements of the “Major Projects Directorate Planning and Scheduling Manual” and incorporates any additional requirements identified in the programme specific appendices. The *Consultant* complies with the latest version or any subsequent versions, as instructed by the *Service Manager*.
- S 705.4 The *Consultant* liaises with all the relevant *Client* directorates, and undertakes discussions with other stakeholders, as agreed with the *Service Manager*, to help the development of the scheme, including relevant local authorities and other local groups, emergency services, affected landowners and affected businesses, statutory environmental bodies and other organisations. Any outcomes from any such meetings are fully reflected within the next Accepted Programme.
- S 705.5 The *Consultant* agrees the attendance at all meetings with the *Service Manager*. The *Consultant* does not attend meetings without *Client* representation, unless agreed with the *Service Manager*. This applies to meetings with both internal and external stakeholders. The *Consultant* establishes and documents the terms of reference for each meeting.
- S 705.6 [Any programme assumptions are to be stated.]



The programme is cost and resource loaded to facilitate earned value process and reporting.

The **Consultant** complies with the quality assurance checks defined by the programme specific appendices. The **Consultant** complies with the latest version or any subsequent versions as instructed by the **Service Manager**. All activities are sequentially linked so that the programme does not contain open ended activities and unnecessary constraints. Use of lags is minimised and defined in the programme's narrative.

The programme includes details of all consents and licence requirements.

S 705.7 Any outcomes from meetings with Others are fully reflected in the next programme submitted for acceptance.

S 705.8 [State any additional specific requirements and constraints for programme requirements.

State requirements for the content of the programme and any accompanying documents comprising the programme and state their format.

When stating constraints, the compiler checks the Specification (if one is provided) and include "Appendices 1/7 Site extent and limitations of use, 1/16 Privately and publicly owned services and supply 1/17 Traffic safety and management".

State details of information that the **Consultant** is required to show on the programme in addition to the other requirements of clause 31.2 of the NEC4 PSC. Include requirements for how such details are shown on the programme, e.g. critical path.

State timeframes for key actions by the **Client**, e.g. the **Client** should commit to the periods it requires to review the **Consultant's** submissions (if these are different from the general 'period for reply' required to be stated in Contract Data Part One – see NEC4 PSC clause 60.1(5).]

[NB 60.1.5 is the ECC & PSC reference to Client and Others in relation to programme. For other forms of contract model document compiler to check this reference.]

## S 706 Programme narrative

S 706.1 The programme narrative is produced in accordance with the requirements of the "Major Projects Directorate Planning and Scheduling Manual" or the programme specific appendices, as amended from time to time. The **Consultant** complies with the latest version, or any subsequent versions as instructed by the **Service Manager**.

S 706.2 [Note to compiler - The programme narrative is meant to assist the **Service Manager** to understand the programme and the underlying assumptions to review and accept the programme. The following text should be included with

a suitable set of key points to address depending on the type of contract being let – the points listed below are relevant to a construction contract.

The *Consultant* provides a narrative to the *Service Manager* for the programme to explain how the programme has been developed, with reference to the safe system of work and include an explanation of how the service is delivered. This includes

- cycle times and works sequences,
- the deployment of equipment and labour,
- the production rates used in determining durations [also used when assessing claimed percentage complete],
- the shifts assumed in determining durations,
- the breakdown of labour requirements by trades,
- intended working hours, and the schedule of quantities used in developed the programme and
- times assumed for approvals from Others.]

[Note to compiler - edit list above to suit the specific needs of the contract]

The narrative provides detail that substantiate and provides a reconciliation of:

- programme leads and lags,
- project levels of labour (by trade) and staff, and
- flows of resources including Plant and Materials and requirements.

[Note to compiler - edit list above to suit the specific needs of a contract]

[State any additional specific requirements and constraints for methodology statement as set out above or state 'Not Used'].

S 706.3 [Note to compiler - State any particular requirements for methodology statements, including any specific requirement for the format of resource information].

[State any additional specific requirements and constraints for methodology statement as set out above or state 'Not Used'].

## S 710 Format of the programme

S 710.1 The *Consultant* produces and supplies to the *Service Manager* a detailed scheme schedule in Primavera P6 XML format.

S 710.5 [Note to compiler - Detail any additional constraints on how the *Consultant* provides the programme submitted for acceptance.]

### S 715 Sequence & timing

S 715.1 [Note to compiler - State any requirements & constraints on the sequence & timing of the *service*, in addition to the Completion Date(s) & any key Dates set out in the Contract Data.

State the timing of when deliverables need to be submitted.]

### S 720 Information & other things provided by the *Client* and Others

S 720.1 [Note to compiler - State any additional specific requirements and constraints for work of the *Client* and Others or state 'Not Used'.]

S 720.2 [Detail the order and timing of the work of the *Client* and Others to be included in the programme and information to be provided. Including

- working with Others,
- authorities (if applicable) and
- the Co-operation and Co-ordination (S 525) section.]

S 720.3 [Note to compiler – Include a schedule of information to be provided, who it is to be provided by and the date on which it is to be provided.]

S 720.4 [Note to compiler – State any additional specific requirements and constraints for information required or state 'Not Used'.]

### S 725 Revised programme

S 725.1 The *Consultant* submits a revised programme in accordance with the requirements of the "Major Projects Directorate Planning & Scheduling Manual" and the programme specific appendices. The *Consultant* is to comply with the latest version, or any subsequent versions as instructed by the *Service Manager*.

S 725.2 Revised programmes include the following information

- change log detailing all new activities,
- changed durations,
- changed calendar assignments,
- changed dependencies,
- changed assumptions – either amended, removed or added, and
- changes to the sequences.

[Note to compiler - State any additional specific requirements and constraints for the submission revised programme such as an explanation of changes or state 'Not Used'.]

S 725.3 Any revised programme submitted by the *Consultant* demonstrates progress against the Accepted Programme and includes a narrative that describes implemented changes, critical path analyses to highlight variances and if there are any outstanding changes pending acceptance.

S 725.4 The revised programmes includes

- explanation of changes,
- actual progress achieved for each operation,
- timings of the remaining work,
- how the *Consultant* plans to deal with any delays,
- corrections notified Defects,
- updates on key milestones and
- [State any additional requirements for the revised programme, if none remove 'and' from the above bullet and replace with full stop. Input 'and' at the end of the penultimate bullet point].

### S 730 Completion definition

S 730.1 The work to be done by the Completion Date for the whole of the *service* is all the work required by the contract with the exception of any work listed below that is to be completed after Completion.

[List any items that can be done after Completion, list each item separately.]

S 730.2 Completion is achieved once the *Consultant* has completed all work required under the Scope.

S 730.3 The activities and documents in S 731 (documents) are to be completed by the *Consultant* and accepted by the *Service Manager*. Please note that the *Client* is continually improving and updating its systems and processes and the list in S 731 may be subject to amendment during the duration of the contract.

### S 731 Documents

S 731.1 The list of documents/ activities to be completed in order to achieve Completion are as follows

- List all documents required from the *Consultant* before Completion is achieved. This could include drawings, manuals and databases.

insert the following if not already included in the description of the *service*:

- the deliverables to be provided to the *Client* include copies of reports and brochures which have been accepted by the *Client*,

- copies of negatives of drawings which have been accepted by the *Client*,
- copies of correspondence and records of consultations and meetings, including copies of correspondence with the various external organisations
- copies of all designs with supporting information, including the results of all surveys,
- copies of all procedures used in the development of any model and
- details of all computer systems and programs used together with all relevant data tapes, disks and print-outs in connection with the work described above.]

- S 731.2 The *Consultant* delivers to the *Service Manager* on Completion the final 'deliverable' version of any data in electronic format that allows continued access by the *Client* and is capable of transfer to the *Client's* digital environment systems. All information is catalogued and indexed. Paper original records are scanned to one of the following electronic formats
- scanned electronic image (.pdf),
  - graphic electronic image in compressed (.jpg) format or
  - other formats compatible with the *Client's* information systems as set out in Scope section S 514, reference documents or guidance manuals as agreed with the *Service Manager*.
- S 731.3 The *Consultant* provides the documents required for the *Client* to take over the *service* at the time required by and in accordance with the *Client's* current procedures as detailed in S 731.2.

### S 732 Pre-Completion arrangements

- S 732.1 The *Consultant* prepares a detailed commissioning and handover plan which addresses the *Client's* requirements for take over and Completion no later than 12 weeks before the planned handover date. This plan is issued to the *Service Manager* and to Others as instructed by the *Service Manager*, for acceptance.
- A reason for not accepting is that
- [Insert reason(s) for non-acceptance here.]
- S 732.2 [Insert any additional timescales for the submission of the commissioning and handover plan or mark "Not Used".]
- S 732.3 If stated in the Contract Data that the *Client* is willing to take over the *service* before the Completion Date, when the *Consultant* considers that a part of the *service* is complete and ready to be taken over by the *Client*, the *Consultant* signs the statement on the "Taking Over Certificate" (see link in **Annex 02**), obtains the signature of the person responsible for the future operation of that

part of the *service*, and submits it to the *Service Manager* for certification of take over.

S 732.4 [Insert any additional project specific requirements or constraints for preparing for take over or state 'Not Used'.]

### S 733 Security

S 733.1 [State any additional project specific requirements and constraints for security arrangements and handover at Completion or state 'Not Used'.]

### S 735 Sectional Completion

S 735.1 The following statement should be included and completed if Option X5 is used, otherwise state 'Not Used'.

The work to be done by the Completion Date for a *section* of the *service* is all the work included in the *section* with the exception of

- [List any items that can be done after Completion, list each item separately for each section where applicable].

S 735.2 [Note to compiler – State any additional specific requirements and constraints for Completion of landscape and ecology or state 'Not Used']

### S 800 Other requirements of the *conditions of contract*

[Note to compiler - State any other requirements of the *conditions of contract*.]

### S 805 *Consultant's* application for payment

S 805.1 The *Consultant* and its subcontractor (at any stage of remoteness from the *Client*) provides a breakdown of the application for payment to the prescribed data standard and in the format required by the *Service Manager* (see link to "Operations Directorate Cost Capture Data Requirements", "*Consultant's* Application for payment TSC model M&R - Cost Capture Data Requirements" and "cost capture" at **Annex 02**).

[State details of any information that the *Client* requires from the *Consultant* with each application for payment to enable the *Client* to check the application for payment for correctness – see Clause 50.2. Include the following paragraph, if applicable.]

[If no breakdown is available for the project, include an alternative form for assessment (Clause 50.2).]

S 805.2 The *Consultant* completes the 'Commodity Breakdown Structure' (CBS) which incorporates a cost breakdown structure (see **Annex 02**).

The *Consultant's* data collection system captures and codes costs to commodity breakdown structure level 3 (L3) and uses the current version or any replacement.

The *Consultant* allocates costs to the level of detail at commodity breakdown structure level 4 (L4)

- commodities monthly costs to L3, and
- commodities unit costs quarterly L4

and uses the current version or any replacement

S 805.3 The *Consultant* notifies the *Service Manager* 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 additional specific requirements and constraints for invoicing.]

[State any specific requirements for the *Client* for the format and details to be including in the *Consultant's* application for payment. If necessary, detail any submission requirements. Refer to PSC clause 50.2.]

## S 806 Provision of price information

S 806.1 The outline requirements for price capture are detailed below

Data to be supplied by the *Consultant* after the Contract Date includes

- a bill of quantities structured and coded to the latest “work breakdown structure” (see link in **Annex 02**) with a six-column split (staff, labour, plant and materials, equipment, subcontract and other),
- resource rate build ups and schedules,
- Subcontractor comparison sheets,
- full set of successful Subcontractors’ quotations,
- a summary of all successful Subcontractors’ quotations on a template provided by the *Service Manager*,
- full set of drawings used to price the tender,
- completion of “cost characteristics template” or any other future version (see **Annex 02**) provided by the *Service Manager*,
- priced *Consultant's* PCF stage 5 Early Warnings Register,
- *Consultant's* rate card and
- gantry schedule, where appropriate.

S 806.2 Data to be supplied by the *Consultant* after Completion includes

- initial order values for the order placed with Subcontractors, summarised against the original quotation on the template provided
- final outturn costs and the value of any change events summarised by Subcontractor against the original subcontract order,
- as-built drawings and

- final account documentation.

S 806.3 The outline requirements for price capture are set out in the “project finance tracker” (see link in **Annex 02**) using the current version or any replacement.

S 806.4 [State any additional specific requirements and constraints for the provision of Price information]

### S 807 Cost verification

S 807.1 The *Consultant* allows the *Client* (or a forensic cost verification consultant engaged by the *Client*) to review data relating to the assessment of Defined Cost (including Personal Data) for the purpose of verifying the Defined Cost incurred.

S 807.2 The *Client* ensures that data viewed for verification is adequately protected against the risk of accidental, unauthorised or unlawful processing, destruction, loss, damage, alteration or disclosure.

S 807.3 The *Consultant* obtains agreement from the data subject for the review of Personal Data for verification.

S 807.4 [State any additional specific requirements and constraints for cost verification or state ‘No additional requirements or constraints for cost verification.’]

### S 810 Client use of the material

S 810.1 [State the purposes for which the *Client* intends to use the material provided by the *Consultant*.

Refer to PSC core clause 70.1.]

### S 815 Consultant use of the material

S 815.1 The *Consultant* does not use any materials provided by the *Consultant* under the contract for other work.

Refer to PSC core clause 70.3.]

### S 820 Records of expenses

S 820.1 [Detail the records, invoices, receipts and other supporting documentation for all expenses incurred that are to be kept.]

### S 825 Subcontracting

S 825.1 Except as required by the operational requirements of a Category Purchase Agreement, or where a competitively awarded pre-existing contract for Providing the Service, or where the subcontractor was named as part of the tendering process leading to the award of the main contract, the *Consultant*



obtains a minimum of three (3) competitive written quotations for the appointment of any subcontractor or supplier for works or services with a subcontract value in excess of £10,000.00.

S 825.2 The *Consultant* includes a provision in all subcontracts stating that retention is not deducted from any amount due to the subcontractor and procures that its subcontractors (at any stage of remoteness from the *Client*) do the same.

S 825.3 The *Consultant* ensures that all subcontractors (at any stage of remoteness from the *Client*) who satisfy the requirements at S 825.1 are Named Suppliers.

S 825.4 The *Consultant* may propose to the *Service Manager* that its subcontractor (at any stage of remoteness from the *Client*) is not a Named Supplier. A reason for not accepting the *Consultant's* proposal is that it is practicable for the subcontractor (at any stage of remoteness from the *Client*) to be a Named Supplier.

S 825.5 The *Consultant* ensures that all subcontracts with subcontractors (at any stage of remoteness from the *Client*) (that are not competitively awarded pre-existing agreements)

- use an NEC form of contract and that any subcontracts with subcontractors (at any stage of remoteness from the *Client*) have terms and conditions that align with the contract and
- where Option Y(UK)1 is used, enables the use of a Project Bank Account.

S 825.6 The *Consultant* may propose to the *Service Manager* that a subcontract used to appoint a subcontractor (at any stage of remoteness from the *Client*) is not a NEC form of contract. The *Consultant* does not appoint a subcontractor (at any stage of remoteness from the *Client*) using a contract form other than NEC unless the *Service Manager* has accepted the *Consultant's* proposal. A reason for not accepting the *Consultant's* proposal is that it is practicable for the subcontract to be an NEC form.

S 825.7 The *Consultant* submits the proposed subcontract's

- contract data and scope if an NEC form of contract is used or
- full subcontract if an NEC form is not used

for each subcontract of a subcontractor (at any stage of remoteness from the *Client*) to the *Service Manager* for acceptance, and for the purposes of clause 23.4 (where main Option C or E applies) this paragraph is the *Service Manager's* instruction to the *Consultant* to make the submission. A reason for not accepting the contract data, scope or the full subcontract (as the case applies) is

- it does not

- comply with the obligations of the contract,
    - align with the risk transfer of the contract,
  - in the opinion of the *Service Manager* it has too high a risk transfer to the proposed subcontractor or
  - where Option Y(UK)1 is used, enable the use of a Project Bank Account.
- S 825.8 The *Consultant* ensures that any subcontract or subsubcontract of a subcontractor (at any stage of remoteness from the *Client*) is capable of being novated to a replacement consultant.
- S 825.9 The *Consultant* may propose to the *Service Manager* that a subcontract of a subcontractor (at any stage of remoteness from the *Client*) is not capable of being novated to a replacement consultant. The *Consultant* does not award such a subcontract that is not capable of being novated to a replacement consultant unless the *Service Manager* has accepted the *Consultant's* proposal. A reason for not accepting the *Consultant's* proposal is that it is practicable for the subcontract to be novated to a replacement consultant.
- S 825.10 When requested by the *Service Manager*, the *Consultant* executes or procures the relevant subcontractors (at any stage of remoteness from the *Client*), an agreement in the form the *Client* may reasonably require to novate the benefit and burden of a subcontract to a replacement consultant.

#### Criteria for the submission and award of a subcontract

- S 825.11 The *Consultant* awards any subcontract on the basis of the most advantageous tender (within the meaning of the "Procurement Act 2023" (see link in **Annex 02**) following a fair, transparent and competitive process proportionate to the nature and value of the subcontract. The *Consultant* conducts the financial assessment of any subcontract tenders on a whole life cost basis.
- S 825.12 The *Consultant* submits the proposed assessment criteria, assessment methodology and scoring methodology for any proposed subcontract to the *Service Manager* for acceptance before advertising any proposed subcontract.
- S 825.13 A reason for the *Service Manager* not accepting the submission is that the proposed assessment criteria, assessment methodology or scoring methodology
- do not relate to the subject-matter of the contract ,
  - are not sufficiently clear, measurable or specific,
  - break the rules on technical specifications in section 56 of the "Procurement Act 2023",
  - are not proportionate,

- do not describe how tenders are assessed and if there is more than one criterion there is no indication of their relative importance,
  - do not allow equal treatment of all tenderers unless a difference between the tenderers justifies different treatment (as set out in section 12(2) of the “Procurement Act 2023”) or
  - do not comply with the contract.
- S 825.14 Before advertising any proposed subcontract, the *Consultant* submits to the *Service Manager* for acceptance
- the proposed subcontract in full and
  - a report demonstrating how the proposed subcontract meets all the obligations and requirements for a subcontract under the contract.
- S 825.15 A reason for the *Service Manager* not accepting the proposed subcontract is that it does not meet the obligations or requirements of the contract.
- S 825.16 The *Consultant* submits to the *Service Manager* for acceptance the name of the proposed subcontractor and a report demonstrating how the
- proposed appointment complies with the contract,
  - proposed subcontractor demonstrates and meets the assessment criteria and
  - assessment methodology and scoring methodology have been complied with.
- S 825.17 A reason for the *Service Manager* not accepting the proposed appointment of a subcontractor is that the
- tender assessment does not comply with the accepted assessment methodology or scoring methodology,
  - tender assessment does not demonstrate how the subcontractor meets the assessment criteria,
  - subcontractor’s appointment does not allow the *Consultant* to Provide the Service or
  - subcontractor’s appointment does not comply with the contract.
- S 825.18 In procuring all subcontracts, the *Consultant* takes into account
- compliance by the subcontractor with
    - health and safety legislation,
    - welfare legislation and
    - employment legislation,
  - environmental outcomes including

- the minimisation of carbon and other Greenhouse Gas Emissions arising from the materials or products supplied and services performed to Provide the Service,
- sustainable sourcing of materials,
- the aesthetic design of products and
- **[biodiversity.]**
- social value including
  - the social integration of disadvantaged workers or members of vulnerable groups among the Staff performing the contract and used to Provide the Service, such as the long-term unemployed (defined as people who have been unemployed for 12 months or more) and
  - the subcontractor's commitment to provide training in the skills needed to perform any subcontract or to Provide the Service, such as the hiring of apprentices (see Scope section S 506.5.1) and
- the whole life cost and cost-effectiveness of any materials or products proposed to be used in or to Provide the Service, including the cost (measured over the life-cycle of the material or product in question) of
  - health, safety and welfare of the future workforce to maintain and operate such materials or products proposed to be incorporated the *service*,
  - transport or transportation,
  - insurance,
  - assembly and construction, disposal and
  - use, including
    - the cost of energy and other resources,
    - maintenance costs and
    - costs associated with environmental impacts, including the cost of any emissions in its production or manufacture,
  - recycling and disposal,
- the interests of stakeholders affected by the *service* including
  - delays or inconvenience to road users and
  - environmental impacts to residents.

**S 826 Publication of subcontracting opportunities**

S 826.1 The requirements of this section S 826 do not apply to subcontracts placed under a Category Purchase Agreement.

S 826.2 Where the forecast amount due to be paid to the *Consultant* is £5,000,000.00 or more per annum at the Contract Date or where Option X22 is used, the *Consultant*

- subject to paragraphs S 826.4, S 826.5 and S 826.6, advertises on the part of the “Central Digital Platform” relevant to the advertisement of subcontracting opportunities (see link in **Annex 02**) all subcontract opportunities arising from or in connection with Providing the Service above a minimum threshold of £25,000.00 that arise before Completion,
- within 90 days of awarding a subcontract to a subcontractor (at any stage of remoteness from the *Client*), updates the notice with details of the successful subcontractor,
- monitors the number, type and value of the subcontract opportunities placed on the relevant part of the “Central Digital Platform” advertised and awarded to its subcontracts (at any stage of remoteness from the *Client*) prior to Completion and provides reports on this information to the *Service Manager* in the format and frequency as reasonably specified by the *Service Manager* and
- promotes advertising on the “Central Digital Platform” to its subcontractors (at any stage of remoteness from the *Client*) and encourages those organisations to register.

The calculation of £5,000,000.00 or more per annum in this paragraph is in accordance with footnote 1 to “Procurement Policy Note PPN 01/18 Supply Chain Visibility” (see link in **Annex 02**) based on an advertised subcontract value, averaged over the life of the advertised subcontract.

- S 826.3 Each advert referred to in paragraph S 826.2 provides a full and detailed description of the subcontract opportunity with each of the mandatory fields being completed by the *Consultant*.
- S 826.4 The obligation at paragraph S 826.2 only applies in respect of subcontract opportunities arising after the Contract Date.
- S 826.5 The *Consultant* may propose to the *Service Manager* for acceptance, that a specific subcontract opportunity is not advertised on the “Central Digital Platform”. The *Consultant* provides a detailed reason for not advertising the specific subcontract opportunity. The *Consultant* provides further detail when requested by the *Service Manager* to assist in its consideration. If accepted by the *Service Manager*, the *Consultant* is relieved from advertising that subcontract opportunity on the “Central Digital Platform”.
- S 826.X [Note to compiler - State any project specific requirements and constraints for Contracts Finder, if there are none state “Not Used”.]

### S 827 Prompt payment

- S 827.1 The *Consultant* includes in the subcontract with each subcontractor (at any stage of remoteness from the *Client*)
- a requirement that payment to be made within a specified period not exceeding 30 days from and including the date of receipt of the subcontractor’s application for payment (save that the amount payable in respect of that application is subject to a valid payment notice (or valid pay less notice where appropriate) as required by the “Housing Grants, Construction and Regeneration Act 1996” (as amended) (see link in **Annex 02**),
  - a requirement that any invoices for payment submitted by the subcontractor are considered and verified by the *Consultant*, or (in respect of any subcontract below the first tier) the payer under the relevant subcontract, promptly and that any undue delay in doing so will not in itself be sufficient justification for failing to treat an invoice as being valid and undisputed under the subcontract requirements and
  - a provision requiring the subcontractor to assess the amount due to a subcontractor (at any stage of remoteness from the *Client*) without taking into account the amount paid to the *Consultant*, or (in respect of any subcontract below the first tier) the payer under the relevant subcontract.
- S 827.2 The *Consultant* includes in the contract with each subcontractor
- a period for payment of the amount due to the subcontractor not greater than 19 days after the date on which payment becomes due under the contract. The amount due includes payment for work which the

subcontractor has completed from the previous assessment date up to the current assessment date in the contract,

- a provision requiring the subcontractor to include in each subcontract the same requirement, except that the period for payment is to be not greater than 23 days after the date on which payment becomes due under the contract,
- a provision requiring the subcontractor to assess the amount due to a subcontractor without taking into account the amount paid by the *Consultant* and
- provision requiring each further stage subcontract to contain provisions to the same effect as these requirements, with the intention that all subcontractors (at any stage of remoteness from the *Client*) valid invoices are to be paid within 30 days after the date on which payment becomes due under the contract.

S 827.3 The *Consultant* notifies non-compliance with the timescales for payment

- to the *Client*,
- to the *Service Manager* and
- through the government's "Public Procurement Review Service" (formerly known as the mystery shopper service) (see link in **Annex 02**).

The *Consultant* includes this provision in each subcontract and requires subcontractors (at any stage of remoteness from the *Client*) to include the same provision in each subsubcontract with the intention that all subcontractors (at any stage of remoteness from the *Client*) include the same provision.

## **S 828 Advertising subcontracts in accordance with the Procurement Act 2023**

S 828.1 The *Consultant* ensures that any subcontracts for the elements of the *service* are

- procured in full compliance with the "Procurement Act 2023" and the "Procurement Regulations 2024" (see links in **Annex 02**), or its replacement, (the "Public Contracts Regulations") and
- are capable of being novated to the *Client* or an Other.

S 828.2 When requested by the *Service Manager*, the *Consultant* procures the relevant subcontractor executes an agreement in the form the *Client* may reasonably require to novate the benefit and burden of a subcontract to the *Client* or a replacement consultant.

S 828.3 The *Consultant* may use the *Client's* e-tendering system to procure any subcontract required by this section S 828 of the Scope. The *Service Manager* arranges for advice and support on the use of the *Client's* e-tendering system.

S 828.4 The *Consultant* does not publish any procurement documents until the *Service Manager* has accepted them.

S 828.5 The *Consultant* provides to the *Service Manager* draft procurement documents (as defined in the Procurement Regulations 2024) for acceptance. A reason for the *Service Manager* not accepting the draft procurement documents is

- they
  - comply with Procurement Act 2023, Procurement Regulations 2024” or any case law,
  - comply with or meet the requirements of the contract,
  - enable the *Consultant* to Provide the Service,
- in the opinion of the *Service Manager*, would place an unacceptable burden upon the *Client* (should the subcontract be novated to the *Client*).

### S 829 Records and reporting for small and medium enterprises

S 829.1 Small and medium enterprise’s (SME) are defined in table below

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

S 829.2 For each SME employed on the contract, as defined in the table in S 829.1, the *Consultant* reports to the *Client* each quarter from the *starting date* until the Completion Date

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

S 829.3 The *Consultant* acknowledges that the *Client* may

- publish the information supplied under this section, along with the *Consultant’s* name and the name of the contract and



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

S 829.4 The *Consultant* ensures that the *conditions of contract* for each subcontractor (at any stage of remoteness from the *Client*) include

- a term allowing the *Client* to publish the information supplied under this section and
- obligations similar to those set out in this section.

### S 830 Training

S 830.1 The *Client* provides relevant training for all relevant systems listed in S 514 (Information Systems).

S 830.2 The *Consultant* proposes a list of appropriate Staff to be trained for each requirement for acceptance by the *Service Manager*. The *Consultant* liaises with the *Service Manager* to programme the training to optimise efficiencies.

A reason for not accepting the list of appropriate Staff is that it does not

- comply with the Scope,
- enable the *Consultant* to Provide the Service,
- enable the *Consultant* to comply with the contract or
- comply with best industry practice.

The *Consultant* amends the list of appropriate Staff to be trained in response to any comments from the *Service Manager* and resubmits it for acceptance by the *Service Manager*. The *Consultant* complies with the list of appropriate Staff to be trained once it has been accepted.

S 830.X [State any additional specific requirements and constraints for training. Consider what the training proposals are, who is to be trained, who accepts the proposal, the cost of providing training and to who the training is appropriate for.]

### S 832 Meetings

S 832.1 Following the Contract Date, the *Consultant* [and its designer] convene and attend monthly meetings with the *Service Manager*. The following attendees from the *Consultant* at these meetings are required unless otherwise agreed by the *Service Manager*

[Compiler note – include a list of all required attendees as relevant to the form of contract

- contract manager,
- design manager,

- environmental coordinator,
  - health and safety coordinator and
  - support staff deemed necessary for the meeting or as requested by the *Service Manager*.]
- S 832.2 The monthly meetings are held at a location agreed between the *Consultant* and the *Service Manager*.
- S 832.3 The *Consultant* prepares the agenda for all meetings, establishes and documents the terms of reference for each meeting including workshops, and issues the agenda to the *Service Manager* at least five (5) days prior to the meeting.
- S 832.4 The *Consultant* ensures that “imperative moments” including customer service, safety and delivery issues are an agenda item at all monthly review meetings. See section S 105 *Client’s Objectives*.
- S 832.5 The *Consultant* prepares and submits to the *Service Manager*, at least three (3) days in advance of the meeting, a monthly progress report to include the following information
- progress report for the period covered by meeting,
  - information related to project performance indicators,
  - programme for the next reporting period,
  - actual start dates of activities commenced since the previous updates and reasons for any changes from the approved *service* programme,
  - actual completion dates of activities completed since the previous update and reasons for any changes from the approved *service* programme,
  - the anticipated time for completion, in days, for activities in hand,
  - any change requested by the *Consultant* to the Completion Date and the reasons for any change,
  - proposals for retrieval of any slippage to the approved *service* programme
  - design issues,
  - certificate status,
  - confirmation of scheme costs estimate and budget forecast,
  - payment schedule including agreement of compensation events,
  - insurance related issues,
  - subcontractors,

- quality matters,
- safety and Construction (Design & Management) Regulations 2015 (CDM 2015) issues,
- customer service matters,
- customer complaints,
- Early Warning Register, [and]
- communications or [and]

[state any additional contract specific requirements and constraints for meetings.]

S 832.6 The *Consultant* prepares and issues minutes of the meeting/ workshop to the *Service Manager* for acceptance within seven (7) working days of the date of the meeting/ workshop. The minutes include an abbreviated action list with assigned responsibilities and timescales for action. A reason for not accepting the minutes of the meeting/ workshop is that they do not represent the outcomes of the meeting/ workshop.

## S 900 Acceptance or procurement procedure (Options C and E)

### S 905 Procurement procedures

S 905.1 [State any procurement procedures which apply in addition to the constraints set out within section S 500.

Refer to PSC core clause C, E 11.2 (18).]

### S 910 Submission & acceptance procedures

S 910.1 [State any submission on accepted procedures which apply in addition to the constraints set out within section S 500.

Refer to PSC core clause C, E 11.2 (18).]

## S 1000 Accounts and records (Options C and E)

S 1000.1 [Detail any record to be kept by the *Consultant*, in addition to those listed in 52.3.]

### S 1005 Additional records

S 1005.1 [List the additional records to be kept by the *Consultant*. This may include the following:

- Timesheets and resource allocation record,
- Forecasts of total Defined Cost and
- Specific procurement & cost reports.

Define the format and nature of records to be kept.

Refer to PSC C, E 52.3.]

## S 1100 Ultimate holding company guarantee (Option X4)

S 1100.1 Option X4 is Not Used – instead use the *Client's* form of Parent Company Guarantee.

## S 1101 Parent Company Guarantee

S 1101.1 If the *Consultant* is required to provide a Parent Company Guarantee, it is provided in the form set out in **Annex 09**. If the entity that is required to provide the Parent Company Guarantee is a not company incorporated in and subject to the laws of England and Wales, the *Consultant* provides a legal opinion in support of a Parent Company Guarantee.

## S 1102 Legal Opinion

S 1102.1 Any legal opinion provided by the *Consultant* in support of

- a Parent Company Guarantee from
- an Alternative Guarantee from
- Form of Performance Security (or an alternative form of bond or security agreed by the *Service Manager* or *Client*) from or
- a novation to a proposed new consultant (and where relevant any supporting guarantor) which is

a company not incorporated in and subject to the laws of England and Wales includes (among others) the following matters

- the requirements of clause Z11 or Z4 as relevant to the reason for the opinions,
- confirmation that
  - the Controller is a corporation duly incorporated in the relevant jurisdiction, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated,
  - the Controller has full power to execute, deliver, enter into and perform its obligations under the Parent Company Guarantee,
  - all necessary corporate, shareholder and other action required to authorise the execution and delivery by the Controller of the Parent Company Guarantee and the performance by it of its obligations under it have been duly taken,
  - execution by the proposed signatories in accordance with the method of execution proposed will constitute valid execution by the Controller,

- the execution and delivery by the Controller of the Parent Company Guarantee and the performance of its obligations under it will not conflict with or violate
  - the constitutional documents of the Controller,
  - any provision of the laws of the jurisdiction in which it is incorporated,
  - any order of any judicial or other authority in the jurisdiction in which it is incorporated or
  - any mortgage, contract or other undertaking which is binding on the Controller or its assets.
- (assuming that it is binding under English law) the Parent Company Guarantee constitutes legal, valid and binding obligations of the Controller enforceable in accordance with its terms by the courts in the jurisdiction in which the Controller is incorporated,
- a judgment obtained in the courts of England and Wales in respect of the Agreement would be enforced by the courts in the jurisdiction in which the Controller is incorporated without re-examination of the merits of the case and
- the choice of English law as the governing law of the Parent Company Guarantee would be upheld as a valid choice of law by the courts in the jurisdiction in which the Controller is incorporated.
- notification of any other formalities to be complied with under local law which may be necessary to enforce the Parent Company Guarantee in the Controller's place of incorporation, including (for example) notarisation, legalisation or registration of the Parent Company Guarantee,
- notification of whether withholding is required to be made by the Controller in relation to any monies payable to the *Client* under the Parent Company Guarantee,
- confirmation of whether the *Client* will be deemed to be resident or domiciled in the foreign jurisdiction by reason of its entry into the Parent Company Guarantee,
- confirmation that the Controller and its assets are not entitled to immunity from suit, pre-judgment attachment or restraint or enforcement of a judgment on grounds of sovereignty or otherwise in the courts of England and jurisdiction of the Controller in respect of proceedings against it in relation to the Parent Company Guarantee and

- the legal opinion can be provided and disclosed to the following Authority parties (on a non-reliance basis)
  - the Department for Transport,
  - the Cabinet Office,
  - the HM Treasury,
  - the *Client's* professional advisers, auditors and insurers and
  - any person required pursuant to any applicable law, their officers and directors as applicable.

S 1102.2 Where a legal opinion is being given for an alternative guarantor, bank or other surety provider the requirements are to be read as

- references to the word to "Controller" are substituted with "alternative guarantor", "bank" or "surety provider" as applicable.

S 1102.3 Where a legal opinion is being given for an Alternative Guarantee or Form of Performance Security (or an alternative form of bond or security agreed by the *Service Manager* or *Client*) the requirements are to be read as

- references to the words " the Parent Company Guarantee " are substituted with "Alternative Guarantee" or "Form of Performance Security" (or an alternative form of bond or security agreed by the *Service Manager* or *Client*)" as applicable.

S 1102.4 Where a legal opinion is being given in relation to a novation of the contract the requirements are to be read as

- references to the word to "Controller" are substituted with "proposed New Consultant" (all as defined in the contract (including the novation deed)) as applicable and
- all references to "Parent Company Guarantee" are substituted with "the contract" as applicable.

S 1102.5 Where a legal opinion is being given in relation to the *Consultant* or Consortium Member the requirements are to be read as

- references to the word to "Controller" are substituted with Consultant or Consortium Member as applicable and
- all references to "a Parent Company Guarantee" or "the Parent Company Guarantee" are substituted with "the contract" as applicable.

## **S 1200 Undertaking to Others (Option X8)**

### **S 1205 Undertakings to Others**

**S 1205.1** [Include the form of *undertakings to Others*.

Refer to PSC Option X8.2.]

## S 1300 Transfer of rights

### S 1305 *Consultant's* rights over material prepared for the design of the service

S 1305.1 The *Consultant* acquires no rights over material prepared for the design of the service.

### S 1310 Other rights to be obtained by the *Consultant*

OPTION 1: COMPILER TO CHOOSE BETWEEN THE TWO VERSIONS OF S 1300 TRANSFER OF RIGHTS. ONE OPTION MUST BE DELETED PRIOR TO PUBLICATION.

S 1310.1 The *Consultant* grants to the *Client*, licences to use, modify and develop the Consultant Background IPR for any purpose relating to the service (or substantially equivalent services) its maintenance, operation, modification and for any purpose relating to the exercise of the *Client's* business or function.

S 1310.2 The *Consultant* procures a direct grant of a licence to the *Client* to use, modify and develop any third party's Consultant Background IPR for any purpose relating to the service, (or substantially equivalent services), its maintenance, operation, modification and for any purpose relating to the exercise of the *Client's* business or function.

S 1310.3 The *Client* does not acquire any ownership right, title or interest in, or to, the Consultant Background IPR.

S 1310.4 The *Consultant* does not acquire any ownership right, title or interest in, or to, the *Client's* IPR.

OPTION 2: COMPILER TO CHOOSE BETWEEN THE TWO VERSIONS OF S 1300 TRANSFER OF RIGHTS. ONE OPTION MUST BE DELETED PRIOR TO PUBLICATION.

S 1310.1 All Intellectual Property Rights in

- Client Background IPR and
- Client Software

are and remain the property of the *Client* or the Crown, and the *Consultant* does not acquire any right, title or interest therein or thereto.

S 1310.2 The *Consultant* hereby assigns to the *Client*, with full title guarantee, title to, and all rights and interest in, the Specially Written Software (except for any *Consultant* Background IPR contained therein) or procures that the first owner of the Specially Written Software assigns them to the *Client* on the same basis.

- S 1310.3 All Intellectual Property Rights in
- Consultant Background IPR and
  - Consultant Software
- are and remain the property of the *Consultant*, and neither the *Client* nor the Crown acquire any right, title or interest therein or thereto.
- S 1310.4 The *Consultant* waives or procures a waiver of any moral rights in any copyright works assigned to the *Client* pursuant to the contract.
- S 1310.5 The *Consultant* hereby grants, or procures the direct grant, to the *Client* a perpetual, royalty-free, non-exclusive and irrevocable license to use (to include the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display)) the
- Consultant Software,
  - Consultant Background IPR and
  - Third Party Software
- for any purpose relating to the *service* and its maintenance, operation, modification and for any purpose relating to the exercise of the *Client's* (or any other Central Government Body's) business or function.
- S 1310.6 The *Consultant* delivers to the *Service Manager* the Specially Written Software in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials as necessary to meet its obligations under the contract and upon request by the *Client* at any time, and provides updates of the Source Code and of the Software Supporting Materials promptly following each new release of the Specially Written Software, in each case on media that is acceptable to the *Service Manager*. The *Consultant* acknowledges and agrees that the ownership of the media referred to in this paragraph vests in the *Client* upon their receipt by the *Service Manager*.
- S 1310.7 In respect of any sub-licence of the rights granted to the *Client* under paragraph S 1310.6, if requested by the *Consultant* the sub-licensee executes a confidentiality undertaking in favour of the *Consultant* or third-party owner of the relevant rights in such reasonable form as the *Consultant* requires and the *Service Manager* accepts.
- S 1310.8 The *Consultant* informs the *Service Manager* of all Specially Written Software that constitutes a modification or enhancement to *Consultant* Software or Third Party Software.
- S 1310.9 The *Client* grants to the *Consultant*, or procures the direct grant to the *Consultant* of, a royalty-free, non-exclusive, non-transferable, revocable



licence to use all *Client* Software and Client Background IPR reasonably required by the *Consultant*, in order to Provide the Service. Any such licence is granted for the duration of the contract only and solely to enable the *Consultant* to comply with its obligations under the contract.

S 1310.10 If an IPRs Claim is made, or the *Consultant* anticipates that an IPRs Claim might be made, the *Consultant*, at its own expense and sole option, either

- procures for the *Client* or other relevant Indemnified Person, the right to continue using the relevant item which is subject to the IPRs Claim or
- replaces or modifies the relevant item with non-infringing substitutes provided that
- the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item,
- the replaced or modified item does not have an adverse effect on any other *services*, or the Client System or the Consultant System,
- there is no additional cost to the *Client* or relevant Indemnified Person (as the case may be) and
- the terms and conditions of the contract apply to the replaced or modified *services*.

S 1310.11 If the *Consultant*

- procures a licence or
- modifies or replaces an item

in accordance with paragraph S 1310.10 but this has not avoided or resolved the IPRs Claim, then

- the *Client* may treat this IPRs Claim as the *Consultant* having substantially hindered the *Client* or Others and
- without prejudice to the indemnity set out in clause Z13.6, the *Consultant* is liable for all reasonable and unavoidable costs of the substitute items and *services* including the additional costs of procuring, implementing and maintaining the substitute items.

S 1310.12 The *Consultant* keeps the Software Schedule up to date to reflect the Software used to Provide the Service. The *Consultant* provides the *Service Manager* a copy of the updated Software Schedule within 5 days of any change to the Software.

### S 1315 Escrow

S 1315.1 The *Consultant* deposits, and procures that each owner of the Deposited Software deposits, not less than fourteen (14) days following the relevant

Commissioning Date or at such other times as the *Service Manager* may require, the Source Code of such part of the Software that consists of Deposited Software, in escrow.

S 1315.2 The escrow is with a specialist software escrow company agreed by the *Service Manager*. The escrow is on the basis of

- [a single beneficiary escrow agreement or a /- multi licensee escrow agreement/Software as a Service and
- the level of verification being full or entry]

unless agreed otherwise with the *Service Manager*.

Where agreed with the *Service Manager*, the account is modified as necessary, and where applicable, consistent with the provisions of S 1315.4.

S 1315.3 The *Consultant* ensures that (and procures that each owner of the Deposited Software ensures that) the deposited version of the Source Code is the current version of the Deposited Software and that the deposited version is kept up-to-date as the Deposited Software is modified or upgraded. The *Consultant* provides a copy of any escrow provider's verification report for any Deposited Software to the *Service Manager* within 7 days of the deposit being made.

S 1315.4 Where Deposited Software includes Specially Written Software, without prejudice to the provisions of paragraph S 1310.2, the *Consultant* ensures that there are no restrictions on the release to the *Client* of Specially Written Software from escrow, which is released whenever required by the *Client* and without payment of any release fee, unless the *Service Manager* has agreed otherwise.

S 1315.5 Where the *Consultant* is unable to procure that compliance with the provisions of paragraph S 1315.2 is achieved in respect of any Third Party Software that is Deposited Software, it provides the *Service Manager* with written evidence of its inability to comply with these provisions and agrees with the *Service Manager* a suitable alternative to escrow that affords the *Client* the nearest equivalent protection. The *Consultant* is excused from its obligations under paragraph S 1315.2 only to the extent that the *Consultant* and the *Service Manager* have agreed on a suitable alternative.

S 1315.6 In circumstances where the *Client* obtains the release of the Source Code from escrow, the *Consultant* hereby grants (and procures that any owner of Deposited Software grants) to the *Client* a perpetual, worldwide, assignable, royalty-free, irrevocable and non-exclusive licence to use and support (which includes the right to load, execute, interpret, store, transmit, display, copy (for the purposes of loading, execution, interpretation, storage, transmission or display), modify, adapt, enhance, reverse compile, decode and translate) the Source Code version of the Deposited Software to the extent necessary for the receipt of the *service*, its maintenance, operation and modification of the *service* and for any purpose relating to the exercise of the *Client's* (or any other

Central Government Body's) business or function. The licence granted under this section S 1315.6 survives the termination or expiry of the contract and cannot be terminated by the *Consultant* or its assignees or any third party.

## S 1400 Information modelling (Option X10)

### S 1405 Information Modelling Requirements

- S 1405.1 The *Consultant* Provides the Service in accordance with
- “The Construction Playbook, Policy 5 (December 2020)”,
  - The “ISO 19650 Organisation and digitization of information about buildings and civil engineering works, including building information modelling (BIM) — Information management using building information modelling” suite of standards,
  - “Major Projects instructions (MPI 89)”,
    - “information protocol”,
    - “Exchange Information Requirements (EIR) and the associated standards referenced within the EIR”,
    - “EIR appendices”
  - “GG182”, “GG184” and “Asset Data Management Manual (ADMM)”,
  - “Infrastructure and Projects Authority – Transforming Infrastructure Performance Roadmap to 2030”,
  - “Information Modelling Digital Governance Requirements”,
  - the *Client's* information management system and associated documents and
  - [add project specific elements here]
- (see links in **Annex 02**).
- S 1405.2 The *Consultant* coordinates with the *Service Manager* to ensure information management group workshops are held every [xxx weeks] unless otherwise agreed with the *Service Manager*.
- S 1405.3 The *Consultant* agrees with the *Service Manager* who, on a rotating basis
- chairs and arranges the information management group workshop,
  - provides a venue at a location that is agreed with the *Service Manager*,
  - sets the agenda (including any technical queries or other relevant information),
  - identifies all attendees and agrees these with the *Service Manager*, two weeks in advance of each information management group workshop,

- provides all information management group workshop information (including agendas, minutes and actions) on the employer Common Data Environment (e-CDE) and
- ensures minutes include an action list with assigned responsibilities and timescales for action(s).

S 1405.4 The *Consultant* ensures that these information management group workshops include

- details of compliance with the EIR and Information Execution Plan,
- progress on the Federated Model,
- escalation issues from design review meetings,
- proposals to leverage emerging technology,
- sharing of best practice and
- potential issues and opportunities for improvement.

### S 1406 Employer Common Data Environment (e-CDE)

S 1406.1 The *Client* provides a centrally hosted employer Common Data Environment (e-CDE).

S 1406.2 The *Service Manager* provides defined workflows and conventions for the e-CDE to the *Consultant* within [xxx weeks] from the *starting date*.

S 1406.3 The *Consultant*

- uses its own ISO 19650 compatible systems project Common Data Environment (p-CDE),
- uploads its Information Model (IM) onto the e-CDE in line with the EIR and the EIR timescales,
- uses the defined workflows and conventions provided by the *Service Manager* for its own systems used to Provide the Service and the e-CDE and
- ensures that occupational health and wellbeing records are documented and stored in accordance with the health and safety section of the Scope and are not recorded on the e-CDE.

### Information Model (IM)

S 1406.4 The *Consultant* coordinates and cooperates with the *Service Manager* to develop an integrated, collaborative approach to building the Information Model (IM) for agreement by the *Service Manager* which includes its proposals for visualisation and animation of the IM.

S 1406.5 The *Consultant* uploads information updates once every [xxx days] as agreed with the *Service Manager* and documented in the Information Execution Plan (IEP), to the IM using the e-CDE throughout the *service* and includes information relating to

- design,
- construction and
- handover to operation.

S 1406.6 The *Consultant* ensures its IM updates are accessible for relevant Others and enables the sharing of data and information for core activities including requirements for

- project controls and assurance,
- health, safety, and wellbeing,
- “Construction (Design and Management) Regulations 2015 (CDM)” information (see link in **Annex 02**),
- security,
- quality control procedures (inclusive of Defect management),
- carbon performance, baseline impacts and monitoring,
- environmental management,
- stakeholder engagement,
- land access,
- legacy outcomes,
- Consents and commitments,
- integrated asset database analysis and reporting, including dashboards,
- geospatially co-ordinated design (including clash detection/avoidance),
- 3D geometrical information,
- 4D phased simulation of construction sequences,
- 5D quantification and accurate cost scheduling,
- planning the operation and maintenance of assets,
- utilities planning,
- construction operations and
- handover records and maintenance documentation.

### Federated Model

S 1406.7 The *Consultant* provides a Federated Model that

- is in accordance with the EIR,
- includes models representing the entire range of assets for the *service*,
- includes design asset content and structured data,
- includes composite geometrical and alphanumeric content,

- is verified against the workflows and information delivery plans and
- is checked against the specifications as described in the EIR.

S 1406.8 The *Consultant* uploads the Federated Model to the e-CDE in accordance with the EIR.

S 1406.9 The *Consultant* holds design review meetings as agreed with the *Service Manager* in line with the EIR for all Federated Model content. These meetings include discussion on

- general progress updates,
- the design issue tracker,
- the risk of clashes in asset content,
- proposed actions for resolution and
- escalation issues for the quarterly information management group workshop.

### Asset Information Model

S 1406.10 The *Consultant* ensures that the IM is the basis for the Asset Information Model (AIM) at Completion.

S 1406.11 The *Consultant* provides the IM (and updates as applicable) on the e-CDE prior to Completion as described in section S 731 Documents of the Scope.

### Portal for *Client*

S 1406.12 The *Consultant* provides a proposal for a web-based portal where live and historic contract and operational performance can be viewed and submits this to the *Service Manager* for acceptance. The *Consultant* agrees the format of the web-based portal with the *Service Manager*. The *Consultant* ensures the web-based portal

- is in accordance with the EIR,
- includes the ability to present information such as
  - location and proximity of resource, plant and material,
  - major or high potential health, safety and wellbeing incidents,
  - performance of major equipment including fleets of equipment and
  - productivity at work package level indicating non-productive time and root cause,
- is accessible using single sign-on,
- issues automated alerts including health safety and wellbeing incidents and major equipment productivity rates,
- allows historical and aggregated data to be selected and viewed and

- is optimised for multi-device viewing, including tablet, PC or conference room screens.

A reason for not accepting the proposal is that it does not

- comply with the EIR or
- present information in a format that can be understood.

S 1406.13 The *Service Manager* provides a list of names and contact details to the *Consultant* of those who are to be provided access to the portal. The *Consultant* provides read-only access to the web-based portal and provides training on how to use the portal to those named individuals.

### S 1407 Deliverables

S 1407.1 The *Consultant* develops the information modelling solution and produces an Information Execution Plan (IEP) using the Pre-appointment BIM Execution Plan template (see link in **Annex 02**).

S 1407.2 The *Consultant* produces an IEP that

- complies with the requirements stated in Scope section S 1405,
- aligns with the *pre-appointment IEP* and addresses any comments on such document from the *Service Manager*,
- includes how the information management aspects of the contract including the Exchange Information Requirements (EIR) and information management system are carried out,
- includes processes and procedures for
  - ensuring that the Building Information Modelling (BIM) approach aligns with “ISO 19650” (see link in **Annex 02**),
  - defining the level of information needed for all asset elements including geometrical and non-geometrical content,
  - describing how the content is incorporated into the Asset Information Model (AIM),
  - meeting the asset scheme requirements as described in the EIR including compliance with “GG 184” (see link in **Annex 02**) and the *Client’s* metadata requirements,
  - describing how subcontractors provide information, BIM and geographical information system (GIS) capability and
  - includes processes and procedures for using geospatial information
- includes a master information delivery plan (MIDP) and task information delivery plans (TIDPs) both of which define the levels of detail and accuracy for project information and asset content and
- includes how information is exchanged between the *Consultant*, the *Client*, the *Service Manager* and the *Supervisor* via the e-CDE.

S 1407.3 The *Consultant* ensures that the MIDP

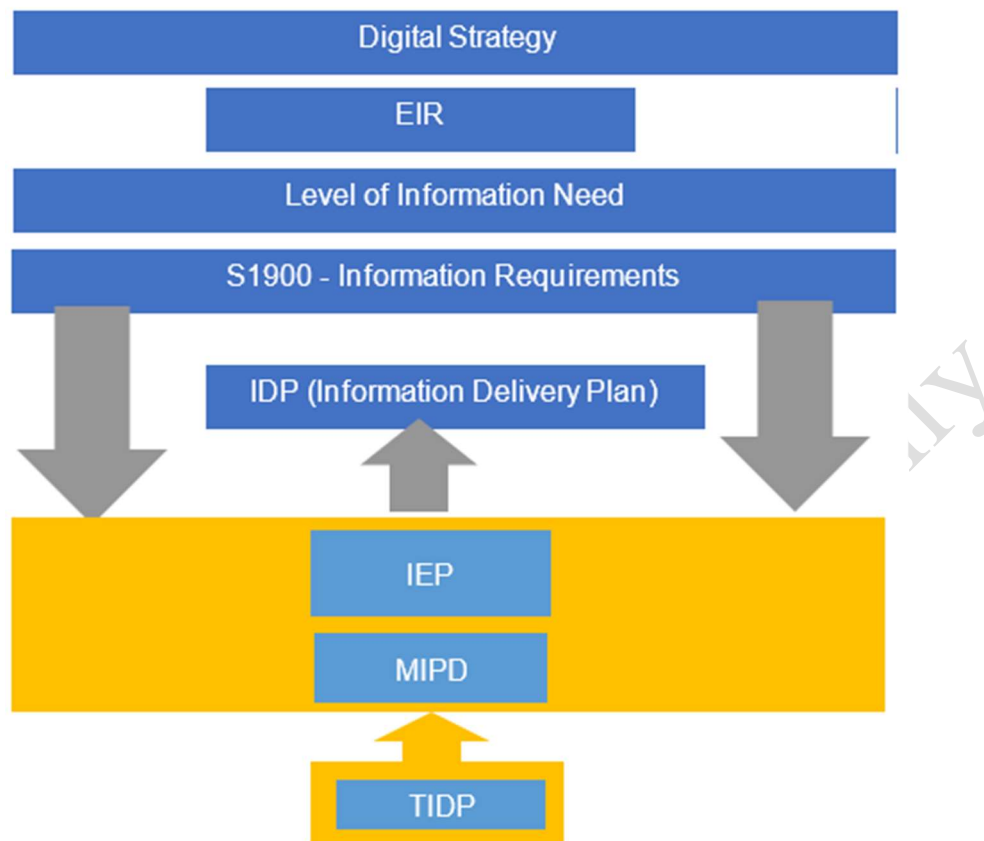
- aligns with the *Consultant's Accepted Programme*,
- contains the detail of what submissions are required to Provide the Service,
- contains when the submissions are required to Provide the Service,
- includes a responsibility matrix as described in the EIR,
- includes the level of information need as described in EIR,
- is the compilation of all the TIDPs and
- is kept up to date with any changes in the individual TIDPs that support it.

S 1407.4 The *Consultant* ensures that each TIDP describes the discipline suite of deliverable content for specific phases and activities, including

- business data as described in EIR,
- geometrical information in proprietary formats or open data formats,
- alphanumeric information in open data formats and
- documentation in open data formats.

S 1407.5 The figure below provides a diagrammatic view of the hierarchy of the Information Model deliverables.





- S 1407.6 The *Consultant* provides to the *Service Manager* for agreement its proposals to leverage the emerging technology identified in the EIR within [12 weeks] of the *starting date*.
- S 1407.7 A reason for not accepting the proposal is
- it does not meet the *Client's* digital governance requirements as detailed in the Scope S 1405.1 or
  - it does not comply with the Scope.
- S 1407.7 The *Consultant* updates its proposals following information management workshops held every [4] weeks and submits the updated proposals to the *Service Manager* for acceptance.
- S 1407.8 A reason for not accepting the updated proposal is
- it does not meet the *Client's* digital governance requirements as detailed in the Scope S 1405.1 or
  - it does not comply with the Scope.

S 1407.9 The *Consultant* includes progress on information management delivery as part of the monthly progress report described in S 832 Meetings section of the Scope.

S 1407.9 [State any additional specific requirements and constraints for Information Model Requirements, which are not covered above]

### S 1500 Performance bond (Option X13)

S 1500.1 [Clause X13.1 requires the form of performance bond to be included in the Scope.]

### S 1505 Form of performance bond

S 1505.1 The form of bond is included at **Annex 11**.

[If secondary option X13 is used ensure the form of performance bond is included as an Annex otherwise state, "Not used".]

### S 1600 Project Bank Account (Option Y(UK)1)

**[Select option 1 for standard PBA requirements where the Construction Act does not apply]**

S 1600.1 The *Consultant* ensures that any deeds associated with the Project Bank Account (PBA) are issued to the relevant parties and are provided to the *Client* to apply original signatures to prevent any payment issues.

S 1600.2 The *Consultant* ensures that

- there is one original copy of a deed for each party to the deed,
- it issues the original copy of a deed to the *Service Manager* for the attachment of the *Client's* common seal (if used) and
- each original copy of the deed has original signatures from the relevant authorised signatories or
- where the *Client* permits otherwise, the *Consultant* ensures that the relevant parties execute deeds associated with the Project Bank Account (PBA) using electronic signatures in a manner which complies with the *Client's* requirements (including as to preferred electronic platform for signature) and the "Law Society guidance on electronic signatures" (see link in **Annex 02**).

**OR**

**[Select option 2 for auto joint PBA requirements where the Construction Act applies (for design and construction as per application stated under the Act)]**

- S 1600.1 The objective of the Parties in effecting amendments to the NEC4 Option Y(UK)1 ensures Tier Two Suppliers are beneficiaries of the Project Bank Account (PBA) without being required to sign a Joining Deed or the Trust Deed, in order to increase sign up by Tier Two Suppliers and reduce the associated administration. The *Consultant* procures that all other subcontractors (at any stage of remoteness from the *Client*) who are not *named suppliers* sign a Joining Deed to the Trust Deed in order to benefit from the PBA.
- S 1600.2 The *Consultant* ensures that any deeds associated with the PBA are issued to the relevant parties and are provided to the *Client* to apply original signatures to prevent any payment issues or where the *Client* permits otherwise, the *Consultant* ensures that the relevant parties execute deeds associated with the Project Bank Account (PBA) using electronic signatures in a manner which complies with the *Client's* requirements (including as to preferred electronic platform for signature) and the "Law Society guidance on electronic signatures" (see link in **Annex 02**). The Parties acknowledge and agree that, subject to clauses Y1.5A and Y1.5B, the Tier Two Suppliers are beneficiaries to the trust created by the Trust Deed and are entitled to receive payments from the PBA without signing a Joining Deed or the Trust Deed.

#### S 1606 Project Bank Account (PBA) tracker

- S 1606.1 The *Consultant*
- registers for access to the form of the Project Bank Account (PBA) Tracker, "the PBA Web Portal" (see link in **Annex 02**) and
  - completes and submits to the *Service Manager* on a monthly basis
    - a fully populated PBA Tracker detailing payments made by the *Consultant* to its subcontractors (at any stage of remoteness from the *Client*) and
    - PBA bank statements and payment runs to evidence transactions inputted in the PBA Tracker required to reconcile payment dates and payment values for
      - a subcontractor (at any stage of remoteness from the *Client*) paid directly from the Project Bank Account ("PBA supply chain") and
      - a subcontractor (at any stage of remoteness from the *Client*) not paid directly from the Project Bank Account ("non-PBA supply chain").

The *Consultant* ensures any data relating to other clients is redacted from the statements before submission in .pdf format.

- S 1606.2 The *Consultant* explains all variances from the previous month and submits further information to the *Service Manager* in response to any queries raised.

S 1606.3 The *Service Manager* monitors the tracker for the time it takes the *Consultant* to pay its subcontractors (at any stage of remoteness from the *Client*) through the PBA, following deposit of funds into the PBA.

The *Client* calculates the related performance score

- from the date the funds have been deposited into the PBA,
- from the weighted date as set out in the “Collaborative Performance Framework (CPF)” (see link in **Annex 02**) when funds are deposited into the PBA across multiple dates

that covers the amount due to subcontractors (at any stage of remoteness from the *Client*) joined to the PBA.

S 1606.4 If any data/ evidence is missing or still required (if not covered in the tracker), spot checks are undertaken directly by the *Service Manager* with the subcontractors (at any stage of remoteness from the *Client*) to verify that they are paid within contractual timeframes.

S 1606.5 The *Client* may carry out audits on subcontractors (at any stage of remoteness from the *Client*) to assess payment performance to the Named Suppliers.

S 1606.6 Where the *Consultant* transfers monies from other accounts into the PBA this is stated on the bank statement.

S 1606.7 The *Consultant* notifies the *Client*'s cost intelligence team via the team's inbox ([CommercialCostIntelligenceInbox@nationalhighways.co.uk](mailto:CommercialCostIntelligenceInbox@nationalhighways.co.uk)) of any months or periods of inactivity or no Tier Two Suppliers direct payment.

S 1606.7 [State any additional project specific requirements and constraints for PBA Tracker, if there are none delete row.]

### S 1700 Designated funds [Optional]

### S 1700 Designated funds

S 1700.1 The *Service Manager* may request the *Consultant* submits a proposal for the development of an Innovation to deliver a designated funds initiative, as outlined in the *Client*'s “Designated funds plan-2020-2025” or its replacement using the requirements detailed in the “Designated Funds Handbook” (see links in **Annex 02**) or its replacement.

The *Service Manager* provides to the *Consultant* a brief

- describing the Innovation and its linkage to the subject-matter of the contract,
- stating when the Innovation is to be deployed and, if appropriate, removed from the areas used to Provide the Service and

indicating the desired outcome and the outputs to be produced by the *Consultant*.

S 1700.2 Before submitting the proposal and if requested by the *Service Manager*, the *Consultant* attends a meeting to discuss the developing proposal and solution options.

S 1700.3 The *Consultant* submits the proposal to the *Service Manager* for acceptance within two weeks of the request or such other period as the *Service Manager* agrees. The proposal includes any necessary changes to the Scope.

S 1700.4 The *Service Manager* replies to the proposal within [two] weeks. A reason for not accepting the *Consultant's* proposal is

- it does not comply with the brief provided by the *Service Manager*,
- it does not align with the "Designated Fund Handbook" or its replacement,
- it does not align with the *Client's* "Designated funds plan-2020-2025" or its replacement or
- the *Client* does not agree the proposal.

If the proposal is not accepted the *Consultant* submits a revised proposal taking account of the reasons to the *Service Manager* for acceptance within one week.

S 1700.5 If the *Service Manager* accepts the proposal, the *Service Manager* instructs the development of the Innovation as a change to the Scope.

S 1700.6 The *Consultant* identifies separately in each application for payment the part of the Price for Service Provided to Date that is attributable to the development of each Innovation. The *Consultant* provides any associated payment details requested by the *Service Manager*.