

Ministry of Defence

Contract No: 711410455



**THE DELIVERY OF APPRENTICESHIPS TO
THE ROYAL MILITARY POLICE (RMP) AND THE
ADJUTANT GENERAL'S CORPS (AGC) (STAFF
AND PERSONNEL SUPPORT (SPS))**

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Contract 711410455 for The Delivery of Apprenticeship to The Royal Military Police (RMP) and The Adjutant General's Corps (AGC) (Staff and Personnel Services (SPS))

This Contract shall come into effect on the date of signature by both parties.

For and on behalf of the Contractor:

Name and Title	Redacted - Commercial Sensitive information
Signature	
Date	

For and on behalf of the Secretary of State for Defence:

Name and Title	Redacted - Commercial Sensitive information
Signature	
Date	

Ministry of Defence

**Contract No:
711410455**



**THE ROYAL MILITARY POLICE (RMP) AND THE
ADJUTANT GENERAL'S CORPS (AGC) (STAFF
AND PERSONNEL SUPPORT (SPS))**

SCHEDULE 1

STATEMENT OF REQUIREMENT

SCHEDULE 1
STATEMENT OF REQUIREMENTS (SOR)

**THE PROVISION OF APPRENTICESHIPS TO THE ROYAL MILITARY POLICE (RMP) AND
THE ADJUTANT GENERAL'S CORPS (AGC) (STAFF AND PERSONNEL SUPPORT (SPS))**

Introduction

1. The Army offers all new regular recruits the opportunity to undertake an appropriate initial apprenticeship at the start of their career and, where appropriate, provides further apprenticeships as part of a Whole Life Development (WLD) plan. As a recognised top 100 employer offering apprenticeships¹, the Army has one of the largest employer-provider apprenticeship programmes in the country, with over 95% of new soldiers inducted onto an apprenticeship programme within their first 3 years of service, and more than 6,000 completing their apprenticeship training each year.
2. Service Providers (SP) are contracted to support the Army, as the Employer-Provider, in their administration and delivery of apprenticeships. This contract is for Service Provider (SP) delivery for the programmes outlined in Section 2 (Parts 1 & 2) of this SOR, for the Royal Military Police (RMP) and the Adjutant General's Corps (Staff and Personnel Support) (AGC(SPS)).
3. Although this requirement is being let as a single contract, the delivery will be conducted as two separate programmes for the RMP and AGC(SPS). For the purposes of governance, the SP will be accountable to the Apprenticeship Steering Groups and Working Groups for the performance of their specific programmes.
4. Apprenticeships are an integrated programme of learning comprising on and off the job training provided by the MOD. Apprenticeship Standards are a holistic statement of the Knowledge, Skills and Behaviours (KSB) required by an industry-recognised competent tradesperson and require an independent End Point Assessment (EPA) and appropriate Functional Skills (FS)².
5. The SP shall deliver those components of the appropriate apprenticeship not delivered by the uniformed services, for Apprentices in the RMP and AGC(SPS), in accordance with the regulations laid down by the Institute for Apprenticeships and Technical Education (IfATE) for Apprenticeship Standards³. All delivery must be in accordance with current (as periodically amended) Army Apprenticeship Programme (AAP) Standard Operating Procedures (SOP), Education and Skills Funding Agency (ESFA) guidelines, and Awarding Organisation⁴ (AO) criteria.

Detailed SOR

6. This SOR comprises two sections:
 - a. Section 1 – General Requirements for Delivery to the Authority.
 - b. Section 2 – Specific Programme Information. Part 1 – RMP, Part 2 – AGC(SPS).

¹ Recognised as the top employer in 2024 (for three consecutive years).

² Standards and EPA strategies are subject to periodic review and requirements may change.

³ Standards and EPA strategies are subject to periodic review and requirements may change.

⁴ Awarding Organisations for FS, embedded qualifications and EPAO.

SECTION 1 – GENERAL REQUIREMENTS FOR DELIVERY TO THE AUTHORITY

Requirements for delivery include, but are not limited to:

7.

Ser	Requirement
1.	<p>Curriculum Planning and Management</p> <ul style="list-style-type: none"> a. Support the Authority in the delivery of Apprenticeship Standards (including the delivery of any embedded qualifications) and enable the Apprentice to maintain competency in their knowledge and skills, in preparation for EPA as defined in SOP 16: Application for Delivery for each Standard. b. Design and develop a high-quality sequential curriculum plan for each Standard. The SP will tailor this plan to meet the needs of the individual taking into account the prior learning of the Apprentice and develop the knowledge, skills and behaviours required to successfully achieve their apprenticeship. The curriculum plan shall explicitly recognise the points at which Employer-delivered training is planned. The SP must notify the Authority of any planned adjustments to the curriculum outside of the SOP 16 curriculum planning and verification cycle. c. Design and develop high quality support materials and resources to support learning. These materials and resources shall be accessible by Apprentices at any time during their apprenticeship. The SP is to notify the Authority in the event of any loss in physical resources and action plan for recovery. d. Deliver those elements of the apprenticeship not delivered through military training to high standards and to the requirement of the Apprenticeship Standard. e. Design and deliver an effective blend of face-to-face and remote learning to meet individual learner needs. f. Adhere to the requirements of SOP 11: Academic Misconduct at all stages of the programme. The SP must notify the Authority of any incidences identified of Academic Misconduct. g. For additional new Standards identified during the tenure of this contract, the SP shall provide technical expertise and support to the CAL for mapping of the Standard's KSB against military training to identify any training gaps. h. Support the Authority in the roll out of a phased, standardised digitisation of the delivery of the programme to include digitisation of documentation and use of a common e-portfolio platform throughout the duration of the programme. i. Adhere to the requirements of future SOPs created in support of the AAP.
2.	<p>Apprenticeship Management</p> <p>Onboarding</p> <ul style="list-style-type: none"> a. Undertake accurate eligibility checks for Service Personnel entering the apprenticeship. b. In conjunction with the Capbadge, develop and deliver an induction programme approved by the Capbadge. c. In conjunction with the Capbadge, provide effective Information, Advice and Guidance (IAG) using Suitably Qualified and Experienced Personnel (SQEP) to ensure that the apprentice is fully informed of the programme and subsequent development opportunities. d. Use recognised diagnostic tools to conduct effective initial assessment of individual learning needs (FS, skills scan, RPL) and, in conjunction with the

Apprentice, produce a bespoke and detailed individual training plan for each Apprentice.

- e. In accordance with SOP 1: Standardised Apprenticeship Documentation, complete all required documentation.
- f. In the event of an apprentice not being eligible for an ESFA funded apprenticeship, liaise with the Authority to determine eligibility for funding in accordance with SOP 4: Army Guarantee Group (AGG) funding for learners on Army Apprenticeships and alternate qualifications.

On-Programme Support

- g. Undertake a range of teaching, learning and assessment methodologies to maximise Apprentice progress and ownership of their own learning.
- h. Design an assessment plan and deliver formative assessment activities to measure and support Apprentices' progress.
- i. Conduct detailed, individual progress monitoring activities, including the provision of indicative grades, using records of formative assessments and other evidence. Record progress on MAYTAS at regular intervals and discuss and agree progress with the Apprentice.
- j. Undertake detailed progress reviews with the Apprentice in accordance with SOP 1: Standardised Apprenticeship Documentation
- k. Reviews must be conducted at a minimum of 10-week intervals, attended by the Employer. In the absence of physical attendance by the Employer, there must be evidence of employer contribution prior to the completion of the review in accordance with SOP 1. A minimum of 75% of reviews are to be physically face-to-face in the Apprentice's work location.
- l. Any delivery that is conducted overseas by the SP must be planned and then agreed by the Authority. The SP is to adhere to SOP 10, Policy for Service Provider Overseas Travel as appropriate.
- m. Deliver FS, in accordance with SOP 18: Functional Skills⁵, at the appropriate level, following a diagnostic assessment of each Apprentice prior to commencement of the apprenticeship, unless exempt through possession of a valid proxy qualification. The Authority recruits soldiers based on potential, and, for some capbadges, there is no formal academic start state. To support the military training pipeline and to mitigate the impact of recruits joining the Army with no evidence of having achieved FS Entry Level 3 (EL3) in Numeracy and Literacy (N&L), all soldiers joining without evidence of having achieved EL3 in N&L, complete a 4-week FS course prior to starting Basic Training (BT). They are not permitted to start BT until they achieve EL3 in N&L.
- n. Identify opportunities for the delivery and assessment of embedded FS, digital skills, safeguarding & Prevent and British Values.
- o. Work with the Chain of Command to identify opportunities to plan, record and evidence all off the job training and active learning. The Authority requires that there is evidence recorded of active learning every calendar month.
- p. Design and deliver high-quality online learning packages as required.
- q. Provide tutorial support to Apprentices requiring academic support.
- r. Throughout the duration of the apprenticeship, support the Apprentice in their preparation for Gateway Assessment (GA) and EPA using formative assessment, to include preparation for the relevant aspects of the EPA as identified in the

⁵ SOP 18 Functional Skills.

	<p>Assessment Plan. This includes, but is not limited to, portfolio planning, mock tests, practice professional discussions and support for projects.</p> <ul style="list-style-type: none"> s. Work with the Chain of Command to identify opportunities to support Apprentices to continue in learning whilst deployed on operations. t. Support the Capbadge to manage apprentices on a Break in Learning in accordance with SOP 6: Breaks in Learning of Learners on Apprenticeship Standards to ensure that apprentices return to learning at the earliest opportunity. On return to learning, review the Individual Training Plan with the Apprentice and Employer. u. Noting that there may be differences in terminology between the Services and Industry, the SP will ensure the Apprentice is familiar with wider industry terminology to be appropriately prepared for EPA.
3.	<p>Gateway and post-gateway</p> <ul style="list-style-type: none"> a. Plan, coordinate, and conduct GA with the Apprentice and Line Manager to confirm readiness for EPA and evidence accordingly. b. Conduct post-gateway administrative and Apprentice support activities as detailed in SOP 9: End Point Assessment, including resits and retakes. c. Support the Authority in their appeals process with the EPAO when required.
4.	<p>Administration, data handling and compliance:</p> <ul style="list-style-type: none"> a. The SP shall use the MAYTAS database provided by the Authority, or such other system as directed by the Authority. The Authority-provided MAYTAS system shall be the sole system for the reconciliation of finance. The SP will provide its own equipment and connectivity for accessing the MAYTAS database. The SP must notify the Authority in the event of loss of IT that would prevent access to the Authority-provided system. b. Complete MAYTAS data entry to create and maintain the complete learner record. At all times use high-quality data management procedures to ensure compliance with ESFA and Authority direction. Detailed MIS responsibilities are laid down in SOP 7: Service Provider MIS Responsibilities. c. The SP shall conduct their own internal audits to identify and rectify errors and ensure compliance with ESFA apprenticeship regulations and provide evidence of this activity and any remedial action identified to the Authority. d. The SP will support the annual 2nd Party Financial and ESFA compliance audit⁶ conducted by the Authority. e. For FS and any externally accredited qualifications within any Standard, the SP shall hold accredited centre status and be responsible for the Registration, Examination and Certification of candidates, together with all associated fees for all elements of the apprenticeship. The SP shall seek approval for any change to Awarding Organisations from the Authority. f. Support the administration of EPA in accordance with SOP 9: End Point Assessment. g. Maintain all learner documentation in accordance with IfATE and Authority requirements and make available, on request, all records/processes for data handling audits by the Authority or Information Commissioner's Office. h. Archive learner files in accordance with the Authority's direction.

⁶ Internal Audit process is laid down in SOP 5: Funding Assurance Review.

	<p>Regulatory Compliance</p> <p>i. The SP shall achieve and maintain Cyber Essentials Plus accreditation. The Authority reserves the right to require the SP to achieve and maintain ISO 27001 accreditation or equivalent. The SP must notify the Authority in the event of any loss or downgrade of Cyber Essentials Plus accreditation.</p> <p>j. The SP shall be compliant with requirements of GDPR and the UK DPA 18. All transfer of data between the SP, EPAO, IfATE, LRS, ESFA and the Authority shall be compliant with the data handling requirements of these bodies. The SP must notify the Authority in the event of any GDPR breach and/or loss of data involving MOD data.</p> <p>k. SP staff that come in to contact with Apprentices for regulated activity must have the appropriate security clearances and hold an enhanced DBS check. They must meet the requirements of safeguarding and PREVENT regulations.</p> <p>l. DBS checks shall be renewed regularly in accordance with SOP 12: Safeguarding and PREVENT. The SP shall maintain a register of DBS checks and shall make this register available to the Authority for inspection on request. The SP must notify the Authority in the event of the following occurring:</p> <ol style="list-style-type: none"> (1) Any reported safeguarding issues pertaining to SP staff or Apprentices on programme in accordance with SOP 12: Safeguarding and Prevent. (2) Any loss of DBS or notifiable information recorded on DBS certificates occurs for SP staff members. <p>m. The SP shall maintain its registration as a main provider on the Apprenticeship Provider and Assessment Register (APAR). The SP must notify the authority in the event of loss of registration.</p> <p>n. The SP must notify the Authority of any Health and Safety incidences or near misses that affect SP staff, Apprentices or other stakeholders they have been working with, that have occurred through the course of their activities.</p>
5.	<p>Governance and Communications:</p> <p>a. The SP Programme Manager and Quality Manager shall attend Capbadge Working Group meetings.</p> <p>b. SP Senior Management shall attend Capbadge Steering Group meetings.</p> <p>c. The SP shall provide performance reports to the Capbadge Apprenticeship Lead (CAL) as requested and in whichever format is requested/agreed. Reports include but not limited to; Caseload reports by named coach/assessor/tutor, EPAO reports on performance in EPA, PPED progress reports.</p> <ol style="list-style-type: none"> (1) Every coach/assessor/tutor's caseload report is to include active and inactive learners, including learners in ITT. <p>d. The SP Programme Manager reports directly to the CAL on all matters concerning programme delivery and performance. The SP Programme Manager and Quality Manager shall work closely with the Programme Quality Mentor to implement quality improvement actions.</p> <p>e. The SP reports directly to Commercial Branch and SO1 Apprenticeships L&D on all contract matters. The SP shall attend a Contract Assurance Meeting (CAM) twice a year with SO1 Apprenticeships L&D.</p> <p>f. Ed Br leads on quality matters and directs Business Support Services to conduct monthly Quality Working Groups to capture risks, issues, share best practice and offer information, advice and guidance across all quality matters.</p>

	<p>Biannually, SO1 Apprenticeships, Ed Br will chair Quality Steering Groups with BSS and the SPs. The SP is required to attend all Quality Working and Steering Groups.</p> <p>g. SP Management shall attend additional programme meetings as required by the Authority.</p> <p>h. Support the CAL in the implementation of the cap badge communications plan to produce better understanding of apprenticeships amongst the wider military community.</p> <p>i. Recognise the achievements of Apprentices by supporting the Chain of Command in nominating individuals for awards (Army and national).</p>
6.	<p>Leadership & Management</p> <p>a. The SP will have in place their own complaints policy, that is briefed as part of the enrolment procedure.</p> <p>b. Within 3 months of contract commencement the SP will put in place and share with the Authority a business continuity plan to ensure that Apprentices can continue to access high quality teaching learning and SP staff can continue to operate in the event of business disruption.</p> <p>c. Ensure that the number of staff (management, data, FS and facilitators/coaches) is sufficient to deliver the requirement and to safeguard the workload and wellbeing of staff members. Caseloads must be appropriate for the level of qualification, experience, geographic distribution of apprentices and any other relevant factors. Caseloads must be scrutinised regularly, with contingency plans in place to address temporary gapped posts. The SP must notify the Authority of any staff changes including loss and change of responsibilities that affect case loading and staff output.</p> <p>d. Ensure that staff are deployed in alignment with the needs of the contract to ensure that delivery is supported across all locations.</p> <p>e. The SP must qualify all their staff to a suitable level, as determined by the Authority.</p> <p>f. SP staff responsible for developing and assessing the KSB of the Apprentice shall be fully occupationally competent in the apprenticeship area and should hold, or be working towards, suitable qualifications (for example teaching, coaching, learning support).</p> <p>g. The SP must have recruitment, selection, induction, and performance management and quality monitoring systems in place to ensure that delivery staff remain fully occupationally competent (both in the subject matter and pedagogically), experienced and up to date with all aspects of apprenticeship provision and deliver to a high standard.</p> <p>h. SP shall ensure that all staff maintain occupational competence through a comprehensive and, where appropriate, an individualised CPD action plan. The SP is to notify the Authority if a staff member is subject to a loss or gap in required qualification or accreditation to deliver their role and provide an action plan to recover the situation.</p>
7.	<p>Quality Assurance and Continuous Improvement:</p> <p>a. Design and implement a comprehensive Quality Assurance and Continuous Improvement Strategy for all elements delivered under this contract.</p> <p>b. In accordance with SOP 14: Self Assessment, conduct rigorous self-assessment of the SP's areas of provision against Ofsted's EIF. For SP holding</p>

	<p>contracts for provision to multiple cap badges, the SP shall self-assess their provision to each cap badge separately.</p> <p>c. Address any areas for improvement identified during QA or self-assessment in a Quality Improvement Plan (QIP). The SP QIP shall be shared with the Authority and at the relevant Capbadge Steering Group.</p> <p>d. Submit a Quality Commentary, in the format laid down in SOP 1: Standardised Paperwork, quarterly, or as required by the CAL or Quality Mentor.</p> <p>e. Participate in the Army's Quality Framework activities and implement actions to address any areas for improvement identified.</p> <p>f. Support the Authority (CAL/ Quality Mentor and Pers Pol (A)/Ed Branch) in conducting assurance visits to Units.</p> <p>g. Provide the Authority with copies of all EQA/EPAO reports (including any FS malpractice investigations and reports) and Action Plans. The SP must inform the Authority of any quality issues as they arise from these reports. The SP must notify the Authority of any incidents of maladministration and/or malpractice identified through IQA, EQA or EPAO processes.</p> <p>h. Design and implement an annual OTLA schedule in accordance with SOP 17: Quality Framework for Observing Programme Delivery. Participate in moderation/standardisation with the Quality Mentor as required by the Authority.</p> <p>i. Maintain a comprehensive stakeholder voice strategy to gather feedback from all stakeholders. Analyse the findings to identify trends and areas for improvement and report findings at WG and SG through the Quality Commentary process in SOP 14: SAR and QIP Process.</p> <p>j. SP data management team, supported by their Quality Manager, shall attend MAYTAS User Group (MUG) meetings (2-4 per year).</p> <p>k. SP FS leads shall attend Authority-led FS CPD as required.</p> <p>l. Assist the Authority in preparations for, and execution of, ESFA, Ofsted and other external and internal audits and inspections. As required by the Authority, provide all learner records, statistics/reports, financial information or internal/external correspondence relating to this contract.</p>
8.	<p>Contract End and Transition:</p> <p>a. When changing contracts, the incoming SP shall attend transition planning meetings and contribute to the development of the transition plan.</p> <p>b. The incoming SP shall satisfy themselves that all Apprentices are accounted for, that learner administration files are complete, all apprenticeship evidence (whether hard copy or electronic) has been transferred and funding reconciled.</p> <p>c. When changing contracts, the outgoing SP shall attend transition planning meetings and contribute to the development of the transition plan.</p> <p>d. The outgoing SP shall make available all learner files and electronic evidence in accordance with the timelines agreed in the transition plan.</p> <p>e. Both incoming and outgoing SP shall sign off, as fully completed, all activities listed in the transition certificate. A senior manager from both SPs, with authority to sign such documents, shall sign the final section of the transition certificate.</p>

9.	<p>Compliance with ESFA sub-contracting regulations⁷. The SP must adhere to the ESFA funding rules, including but not limited to:</p> <ol style="list-style-type: none"> a. The SP must provide the Authority with ILR data so that the Army data returns to the ESFA, accurately reflect delivery information in accordance with SOP 7: MIS Responsibilities. b. Carry out thorough initial assessment to account for RPL. c. Conduct any financial reconciliation required in the event of Breaks in Learning in accordance with SOP 6: Breaks in Learning of Learners on Apprenticeship Standards and Withdrawals SOP 2: Withdrawal Responsibilities and Guidance as appropriate. d. Carry out assessment of any learning support requirements in accordance with eligibility criteria to receive appropriate funding. e. Liaise with the Authority to determine Apprentice eligibility for any additional funding available. f. Ensure the apprenticeship meets minimum duration requirements and 20% Off the Job Training. g. The SP must give the ESFA, and any other person nominated by the ESFA, access to their premises and to all documents related to the SP's delivery of apprenticeships. h. The SP must co-operate with the Authority to ensure that there is continuity of learning for Apprentices if the delivery contract ends for any reason. i. The SP must inform the Authority for the following notifiable events: <ol style="list-style-type: none"> (1) Evidence of irregular financial or delivery issues including, but not limited to: <ul style="list-style-type: none"> • Non-delivery of training where funds have been paid. • Sanctions imposed by an Awarding Organisation. • Allegations of fraud. • Allegations or complaints by Apprentices, employees, staff members or other relevant parties. • Declaration of no assurance on any financial compliance audit. • Failure to meet self-assessment and reporting requirements of SOP 7: MIS Responsibilities.
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⁷ Apprenticeship Funding Rules, the version currently in force at contract commencement or subsequent amendments.

SECTION 2 – PART ONE: SPECIFIC PROGRAMME INFORMATION FOR THE ROYAL NAVAL POLICE (RNP), ROYAL MILITARY POLICE (RMP) AND MILITARY PROVOST SERVICE (MPS)

Context

1. The contract is for 2 Standards across the RNP, RMP and MPS where the following activities are conducted:
 - a. The RNP (inclusive of Royal Marine Police (RM Police)) and RMP are their respective services' police forces of the Royal Navy and Army. They support the Service Justice System (SJS) by effectively and independently investigating Service offending. They also provide commanders at all levels with authoritative and specialist Service Police support across the Maritime and Land environment in support of the UK's National Security Objectives.
 - b. The MPS fulfils Defences' statutory obligation to provide a safe and secure environment for all persons held in Service custody. This includes all Captured Personnel (CPERS) held in detention during the course of UK military operations, as well as Persons Subject to Service Law (PSSL) and Civilians Subject to Service Discipline (CSSD).

Governance

2. The Designated Officer for this contract is SO1 Apprenticeships at Pers Pol. Each capbadge has its own programme lead responsible for chairing the strategic level Steering Group management board twice a year. For this capbadge contract, the appointed lead officer is the AH Military Police (MP) based at Headquarters Provost Marshal (Army), Andover. The AH MP chairs the Steering Group management board twice a year. The AH MP delegates the day-to-day management of the apprenticeship programme to the SO2 Training, who carries out the duties of the capbadge apprenticeship lead (CAL) and also represents the RNP and MPS. SPs will liaise directly with the respective CALs and be required to attend each capbadge Working and Steering Group boards.
3. The CAL and the SP should work closely to enable continuous sharing of information to ensure that actions are proactive and timely.

Demographic Information

4. Information presented in the annexes of Section 2 Part 1 outlining the programme requirements are based upon May 24 forecasts of recruitment. Future recruitment, occupancy, levels of suspension and achievement levels cannot be guaranteed by the Authority and any data provided below in respect of these aspects is strictly indicative only. The information has been estimated by the RMP and reflects the recruiting and training requirement forecasted situation as at May 24 for new enrolments.
5. The learner cohort trade employment entry standards for RNP (including RM Police), RMP and MPS are GCSE grade 4 for both English and Maths and these equate to Functional Skills (FS) Level 2 for those subjects. This entry level does not apply to the RM Police and as such some learners may need to achieve FS Level 2 in order to complete their apprenticeship therefore, for RM Police apprenticeships there may be a need for

the SP to deliver FS maths and English at Level 2. For all apprenticeships, embedded FS and digital skills is required as part of apprentice teaching, learning and assessment serials and the SP will be expected to tailor these to the occupation of the soldier to provide occupational relevance.

Infrastructure

6. There is no guaranteed infrastructure or government furnished assets provided by the Authority. Any access to office space and internet provision is at the discretion of the local unit.

Summary of Programmes

7. The table below provides a summary of the specific programmes that forms this SOR:

Ser	Standard	Level	Estimated annual enrolments ¹	EPAO (@ Jun 24) ²	Annex
(a)	(b)	(c)	(d)	(e)	(f)
1	Custody and Detention Professional	3	20	SFJ Awards (EPAO ID 0082)	A
2	Non-Home Office Police Officer	4	129		B

Glossary

8. A combined glossary for the RMP and AGC SPS element of this documentation is at Appendix 1 to this SOR.

Detailed Requirements

9. The following annexes provide details of the MP requirement:

- A. Custody and Detention Professional – Level 3.
- B. Non-Home Office Police Officer – Level 4.

¹ Numbers provided are highest forecasted figures to be used for contract pricing. Annual forecast of starts annex show 'low' and 'high' forecasted annual enrolments based on estimates in May 2024.

² For information only. EPAO as at Jun 24 and may change subject to the Authority re-contracting schedule.

ANNEX A TO SECTION 2 PART ONE
SOR SCHEDULE 1

CUSTODY AND DETENTION OFFICER – LEVEL 3 – ST0386

1. A general overview of this Standard for the MPS is below:

Target Audience Description	Off-the-Job training ¹	Predominant On-the-Job locations ²
(a)	(b)	(c)
<p>a. General. The Custody and Detention Officer Level 3 apprenticeship will be undertaken by MPS new joiners, with enrolment taking place during the ITT at the Military Corrective Training Centre at Colchester in Essex.</p> <p>a. Predicted Starts. 20 starts per year (expected high figure). This figure will vary according to operational requirements.</p> <p>b. Enrolment. All apprentices enrol at Colchester for a 2 week course and then move to their assigned unit to complete the apprenticeship.</p> <p>c. Standard Length of Stay (SLOS). The SLOS for this Standard is 18 months.</p>	Off-the-Job training is met by both Military training and SP delivery.	<p>Service Custody Facility (SCF) Scotland, Edinburgh, Fife, Scotland.</p> <p>Service Custody Facility (SCF) North, Catterick, N Yorks, England.</p> <p>Service Custody Facility (SCF) Northern Ireland, Aldergrove, N Ireland.</p> <p>Service Custody Facility (SCF) Midlands and Wales, Stafford, Staffordshire, England.</p> <p>Service Custody Facility (SCF) South, Bulford, Wiltshire, England.</p> <p>Military Corrective Training Centre (MCTC), Colchester, Essex, England.</p>

¹ There may be additional Subsequent Trade Training events that can provide evidence for completion of the portfolio.

² Reality will include much time away on exercise, on operations, on additional residential training events and other taskings as the military operational imperative dictates.

Notes:

1. **Engagement with learners.** Each unit has a dedicated point of contact who will facilitate SP contact with apprentices and who will also arrange office space to be used during the visit to the unit.
2. **Functional Skills (FS).** For successful completion of this scheme apprentices must achieve FS Level 2. The military entry standard for the MPS is FS Level 2 and therefore the SP will not be required to deliver this qualification.
3. **JNCO Job Specification – MPS JNCO.** An MPS JNCO provides specialist MP advice, guidance and assurance in the MP Tactical Function of Custody and Detention and Firm Base Custody, as well as CPERS-related consideration across the other MP functions of Mobility Support, Policing and Investigations, Support to Security and Stability Policing, both on operations and in the Firm Base. The MPS JNCO can be deployed in both the MPS Section and Platoon roles. In the MPS Section role, advice, guidance and assurance on the Operational Detention process is provided to tactical commanders and their units to ensure that all CPERS, held within a Unit detention facility or Collection Point within their area of operation (AOR), are provided with a safe and secure environment. In the MPS Platoon role, the MPS JNCO will operate in the Force's rear area and manage the Operational Detention process, particularly in regard to ensuring a safe and secure environment in the Theatre Holding Facility (THF). The MPS JNCO will possess command skills commensurate with their rank.

ANNEX B TO SECTION 2 PART ONE
SOR SCHEDULE 1

NON-HOME OFFICE POLICE OFFICER – LEVEL 4 – ST0764

Overview

1. A general overview of this Standard for the RMP and RNP (including RM Police) is below:

Target Audience Description	Off-the-Job training ¹	Predominant On-the-Job locations ²
(a)	(b)	(c)
<p>a. General. The Non-Home Office Police Officer (NHOPPO) Level 4 apprenticeship will be undertaken by RMP and RNP (including Royal Marine Police) new joiners.</p> <p>b. Predicted Starts. 129 starts per year (expected high figure). This figure will vary according to operational requirements.</p> <p>c. Enrolment: Personnel that enrol onto this apprenticeship programme are a mix of those new to military service and those who have previous military service in a different part of the organisation prior to transferring to a police trade. On successful completion of ITT, the apprentice will hold the rank of LCpl in the RMP and RM Police and LH (Police) in the RNP.</p> <p>d. Training: The aligned military ITT course for the RMP and the RM Police is 22 weeks in duration and constitutes the full 20% of the off the job training requirement. The ITT course for the RNP is 14 weeks in duration, which constitutes 13.5% towards the 20% off the job requirement. The SP will be required to deliver the group induction jointly with the military instructor and will have individual access to the service person until they arrive at their unit post ITT. The SP will be provided with office space during the ITT and will have access to apprentices.</p> <p>d. SLOS. The SLOS for this Standard is 24 months.</p>	Off-the-Job training is met by both Military training and SP delivery.	See paragraph 2 below.

¹ There may be additional Subsequent Trade Training events that can provide evidence for completion of the portfolio.

² Reality will include much time away on exercise, on operations, on additional residential training events and other taskings as the military operational imperative dictates.

Units and Locations of Learners – Post ITT

2. On completion of ITT at the Defence School of Policing and Guarding MoD Southwick Park, Fareham, RNP and RMP service persons move to their first assignment, which is currently at one of the units shown in the table below. Apprenticeships for all learners are completed during this first assignment and apprentices can currently be posted in the UK, Germany or Cyprus. The numbers of NHOPO Level 4 apprenticeship annual starts for each unit/location against the 129 annual ITT throughflow are shown below and correct as at Jun 24 and are a guide only:

RMP				RNP (including Royal Marine Police)			
Ser	Unit	Location	Approx Nos	Ser	Unit	Location	Approx Nos
1	110 Pro Coy	Leuchers, Fife, Scotland	9	10	RNPHQ(N),	HMNB Clyde, Argyll & Bute, Scotland	6
2	110 Pro Coy	Sennelager, Germany	2	11	RNPHQ(E),	HMNB Portsmouth, Hampshire, England	9
3	150 Pro Coy	Catterick, N York, England	12	12	RNPHQ(W),	HMNB Devonport, Devon, England	5
4	174 Pro Coy	Donnington, Shropshire, England	5	13	30 Cdo IX Group RM	Plymouth, Devon, England	4
5	174 Pro Coy	Lisburn, County Antrim, N Ireland	2	14	45 Cdo Gp	CTCRM, Devon, England	0
6	158 Pro Coy	Wiltshire, England	8	15	Cdo Log Regt RM	Devon, England	0
7	160 Pro Coy	Hampshire, England	13				
8	156 Pro Coy	Essex, England	10				
9	Cyprus Joint Police Unit	Episkopi, Cyprus	0				
10	DSPG	Portsmouth, Hampshire	44				
Total Numbers			105	Total Numbers			24
				Grand Total Numbers			129

Notes:

1. **Engagement with learners.** Each unit has a dedicated point of contact who will facilitate SP contact with the learner and who will also arrange office space to be used during the visit to the unit.
2. **Functional Skills (FS).** For successful completion of this programme the learner must achieve FS Level 2. Due to entry standards for RNP and RMP being FS Level 2, the requirement for the SP to deliver the qualification will, in the main, be limited those RM Police learners who do not hold the relevant FS qualification (it is estimated that approximately 6 apprentices per annum will require the FS Level 2 qualification, noting this is an indicative figure and subject to a slight + or – variation with no guarantee of the throughput. Presently there have been no RN Police on this programme who require FS Level 2 and therefore no requirement for the SP to deliver. Should there be a requirement to deliver FS Level 2 qualifications to RN Police, this will be discussed by the CAL with the SP in order to agree where and when delivery and testing is to take place.
3. **JNCO Job Specifications.** Outline details of the job specifications for Leading hand (Police), Royal Marine Police Troop (RMP) JNCO and the RMP JNCO are below:
 - a. **Leading Hand (Police).** The role of a LH (Police) within a Royal Navy Police Headquarters (RNPHQ) is to support operational effectiveness by preventing, detecting and investigating crime across the Royal Navy through pro-active and reactive uniformed policing. Operating within three main base port area; HMNBs Portsmouth, Devonport and Clyde, the primary role of a LH(Police) is detecting, reducing and preventing crime and ill-discipline within their respective base port area, in addition to providing secondary policing support to outlying establishments and HM Ships as required. Forming a component part of the investigative capability of a RNPHQ, LH (Police) ratings are often charged with the Lead Investigating Officer responsibility in level 1 and 2 RNP investigations. Other tasks of a LH (Police) include but are not limited to, the processing of arrested persons into custody including the carrying out of risk assessments and the completion of RNP custody documentation, ensuring reports of crime and ill-discipline are recorded on policing IT systems, the compilation of National Intelligence Reports (NIRs) for submission to the RIO via the PWM, to produce policing documentation, police reports and statements and to be employed as the Local Intelligence Officer (LIO) as required. When forward deployed to support Royal Navy operations, a LH (Police) will be required to provide advice and guidance to Commands across a full range of policing, discipline and jurisdictional matters, in addition to investigating offences committed by PSSL on operations. In addition, they liaise with in-country local Police and Intelligence agencies to ensure effective and consolidated policing response.
 - b. **RM Police Troop (RMP) JNCO.** The role of the RM Police Troop JNCO forms the basis from which all routine MP activity is provided to 3 Commando Brigade (3 Cdo Bde) and RM units under the Fleet Operational Sea Training (FOST). Within the Firm Base, the RM Police Troop JNCO operates as part of a General Police Duties (GPD) Section in the RM Police Troop HQ or as an Investigator within one of the small detachment located in Arbroath, Barnstaple and Exmouth. In these roles the JNCO contributes to the MP capability to Police the force through the conduct of Policing and Investigations into Volume Crime. Carrying out this function in the Firm Base enables this activity to be conducted competently and effectively on operations when employed in the General Support (GS) role. In the Close Support (CS) role, an RM Police Troop JNCO will provide Police Support to the Force through the provision of MP advice and guidance to tactical commanders across the full range of MP Tactical Functions. This will typically be conducted by embedding within forward tactical units, where there will be a greater focus on the provision of MP support in the areas of mobility support, custody and detention, material and personnel exploitation, support to security and stability policing and training and mentoring with a more limited contribution to the function of Policing and Investigations. An RM Police Troop

JNCO will possess the necessary command skills and understanding, commensurate to their rank, to conduct these activities effectively and with a degree of autonomy of coordination when dislocated from the primary chain of command.

c. **RMP Junior Non-Commissioned Officer (JNCO).** The role of the RMP JNCO forms the basis from which all routine MP activity is provided to the Army. Within the Firm Base, the RMP JNCO operates as part of a General Police Duties (GPD) Section within the construct of a GPD Platoon and Company, contributing to MP's ability to Police the Force through the conduct of Policing and Investigations into Volume Crime. Carrying out this function in the Firm Base enables this activity to be conducted competently and effectively on operations when employed in the General Support (GS) role. This will typically be conducted in the Force's rear area, where the conduct of MP Support to Security will be a key area of activity. In the Close Support (CS) role, an RMP JNCO will provide Police Support to the Force through the provision of MP advice and guidance to tactical commanders across the full range of MP Tactical Functions. This will typically be conducted by embedding with within forward tactical units, where there will be a greater focus on the provision of MP support in the areas of Mobility Support, Custody and Detention, Support to Security and Stability Policing, with a more limited contribution to the function of Policing and Investigations. An RMP JNCO will possess the necessary command skills and understanding, commensurate to their rank, to conduct these activities effectively and with a degree of autonomy of coordination when dislocated from the primary chain of command.

**ANNEX C TO SECTION 2 PART ONE
SOR SCHEDULE 1**

ANNUAL FORECAST OF STARTS FOR CONTRACT DURATION (SHOWING HIGH AND LOW EXPECTED OCCUPANCY)

Ser	Standard	Occupancy @ 23/24 P9	Estimated Starts 2025/26		Estimated Starts 2026/27		Estimated Starts 2027/28		Estimated Starts 2028/29		Estimated Starts 2029/30		Estimated Starts 2030/31	
	Expected Occupancy (High/Low)		High	Low	High	Low	High	Low	High	Low	High	Low	High	Low
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)
1	Custody and Detention Professional – Level 3 (Standard 0386)	19	20	10	20	10	20	10	20	10	20	10	20	10
2	Non-Home Office Police Officer – Level 4 (Standard 0764)	233	129	80	129	80	129	80	129	80	129	80	129	80
Totals		252	149	90	149	90	149	90	149	90	149	90	149	90

**SECTION 2 – PART TWO: SPECIFIC PROGRAMME INFORMATION FOR THE ROYAL NAVY AND ARMY ADJUTANT GENERAL'S CORPS
(STAFF AND PERSONNEL SUPPORT BRANCH)**

Context

1. The contract is for the delivery of 1 Standard across the Royal Navy's Writer Branch and the Army's Adjutant General's Corps (Staff and Personnel Support Branch) - (AGC(SPS)). The Army's SPS Branch form a large part of the AGC where SPS personnel are soldiers first and serve within and administer every unit in the British Army. The Royal Navy's Writer Branch is a large part of the wider Logistics specialisation where writer personnel serve within and administer every Ship/Submarine and shore establishment in the Royal Navy. Both RN and Army AGC(SPS) apprentices are widely dispersed across the United Kingdom and in several overseas locations, noting RN personnel serve at sea. RN and Army AGC(SPS) apprentices are responsible for the provision of personnel administration and management information, financial management (including pay, allowances, recovery of charges, accounting and audit) and administrative staff support during peacetime and on operations.
2. AGC(SPS) deliver the Level 3 Business Administrator apprenticeships to Army personnel employed in the area of administration. SP support the delivery of this apprenticeship through formal instruction during ITT held at Worthy Down in Hampshire (a Tri-Service course titled Service Initial Personal Administration Course (SIPAC), which is aligned to each Service), support and instruction in the work place (dispersed across UK and in overseas locations) and the requirement to utilise mock materials and resources as supplied by the contracted EPAO prior to the Gateway Assessment.
3. Royal Navy Writers deliver the Level 3 Business Administrator apprenticeships to RN personnel employed in the area of administration. SP also support the delivery of this apprenticeship through formal instruction during ITT held at Worthy Down in Hampshire (SIPAC), support and instruction in the work place (dispersed across UK and in overseas locations).
4. Across this programme, as at May 2024, SPs are supporting apprentices from 133 major units (this includes RN personnel serving at sea).

Governance

5. The Designated Officer for this contract is SO1 Apprenticeships at Pers Pol. Each capbadge has its own programme lead responsible for chairing the strategic level Steering Group management board twice a year. For this capbadge contract the appointed lead officer is the AGC(SPS)'s Head of Capability based at Army Headquarters in Andover. The Head of Capability chairs the Steering Group Management Board twice a year and delegates the day-to-day management of the apprenticeship programme to the Capbadge Apprenticeship Lead (CAL), who represents both the Royal Navy's and Army's interests. The SP liaises directly with the CAL and is required to attend the Capbadge Working Group and Steering Group Management Board.
6. The CAL and the SP should work closely to enable continuous sharing of information to ensure that actions are proactive and timely.

Demographic Information

7. Information presented in the annexes of this Section 2 Part 2 outlining the programme requirements are based upon the Training Year 2024/25¹ forecasts of recruitment. Future recruitment, occupancy, levels of suspension and achievement levels cannot be guaranteed by the Authority and any data provided below in respect of these aspects is strictly indicative only. The information has been estimated by the RN and AGC(SPS) and reflects the recruiting and training requirement forecasted situation as at 1 May 24 for new enrolments.

8. The minimum educational (FS) requirements for personnel joining the RN and SPS is a L1 maths and a L1 English qualification. In accordance with SOP 18 (FS), there will be a requirement to provide Level 2 FS for all Level 3 Business Administrator apprentices where this L2 qualification (or an equivalent) is not held by the apprentice. Apprentices in question will commence at L2 and continue to study throughout the programme's SLOS, with the requirement to attempt and pass the required L2 FS test(s) prior to Gateway.

9. Based on statistics for this programme during AY 23/24, the % of starts who required FS Level 2 for the Level 3 Business Administrator apprenticeship was 54% for English and 68% for maths.

Infrastructure

10. There is no guaranteed infrastructure or government furnished assets provided by the Authority. Any access to office space and internet provision is at the discretion of the local unit.

Summary of Programmes

11. The table below provides a summary of the specific programme that form this SOR:

Ser	Standard	Level	Estimated annual enrolments ²	EPAO (@ May 24)	Annex
(a)	(b)	(c)	(d)	(e)	(f)
1	Business Administrator	3	175 Army SPS 55 RN Total – 230	Northern Council for Further Education (NCFE)	A

Glossary

¹ Training Year is 1 Apr to 31 Mar annually.

² Numbers provided are highest forecasted figures to be used for contract pricing – Annual forecast of starts annex (Annex B) show 'low' and 'high' forecasted annual enrolments based on Jun 24 estimates.

12. A combined glossary for the RMP and AGC(SPS) element of this documentation is at Appendix 1 to this SOR.

Detailed Requirements

13. The following annexes provide summaries of the RN and Army AGC(SPS) requirement:¹
- A. Business Administrator – Level 3.
 - B. L3 Business Administrator Apprenticeship RN & Army AGC(SPS) - Forecast of Starts for Contract Duration – Showing High and Low Expected Occupancy.

¹ Details of requirement are covered in SOP16.

ANNEX A TO SECTION 2 PART TWO
SOR SCHEDULE 1

BUSINESS ADMINSTRATOR – LEVEL 3 – ST0070

1. A general overview of this Standard for the RN and AGC(SPS) is below:

Target Audience Description	Off-the-Job training ¹	Predominant On-the-Job locations ²
(a)	(b)	(c)
<p>General. The Business Administrator Level 3 apprenticeship will be undertaken by RN and Army AGC(SPS) new joiners or transferees, with enrolment taking place during the ITT SIPAC course held Tri-Service, at Worthy Down.</p> <p>Predicted Starts. A total of 230 starts are expected per year (RN x55 and Army AGC(SPS) x175). This figure will vary according to operational requirements and is generally loaded over 5 SIPAC courses for the RN and 17 for the Army's AGS SPS per academic year.</p> <p>Enrolment. All apprentices enrol at the Tri-Service Personnel Administration Training Wing (PATW) at Worthy Down in Hampshire for a SIPAC course (10 weeks RN and 7 weeks Army AGC(SPS)) and then move to their assigned unit to complete the apprenticeship.</p> <p>SLOS. With effect 1 Aug 25³, the SLOS for all new starts (Army and RN) on this apprenticeship will increase to 18 months in learning plus an additional 3 months for EPA (21 months in total). For the purposes of this SOR, this will see any carry in learners enrolled on or prior to 31 Jul 25 being carried into the new contract to be completed on a 15 month apprenticeship (plus 3 months for EPA).</p>	Off-the-Job training is met by both Military training and SP delivery.	<p>On completion of ITT the RN and AGC(SPS) apprentices move to their first assignment.</p> <p>Apprenticeships for all learners should be completed during their first assignment and learners can be assigned anywhere in the UK or overseas locations (for RN apprentices this could include assignments at sea).</p>

Notes:

¹ There may be additional Subsequent Trade Training events that can provide evidence for completion of the portfolio.

² Reality will include much time away on exercise, on operations, on additional residential training events and other taskings as the military operational imperative dictates.

³ IfATE,s recommendation for a typical duration to gateway @ May 24 is 18 months (this does not include EPA period):

<https://www.instituteforapprenticeships.org/apprenticeship-standards/business-administrator-v1-0>.

1. **FS.** FS for those apprentices who require it are currently delivered on a two week face to face course at Worthy Down post SIPAC. For RN apprentices that require it, FS can also be completed at RN Learning Centres or delivered by the SP at an Army location if the RN apprentice is able to be released. Throughout this programme, embedded FS and digital skills is required as part of apprentice teaching, learning and assessment serials and the SP will be expected to tailor these to the occupation of the soldier in order to provide occupational relevance.
2. **Engagement with Learners.** Apprentices within each unit/ship have a dedicated line manager and coach/mentor who will facilitate SP contact with the learner and arrange office space to be used during visits.
3. **IfATE Revisions.** IfATE are currently revising this occupational standard and end-point assessment plan to comply with current IFATE policy and also reviewing the apprenticeship funding band.

**ANNEX B TO SECTION 2 PART TWO
SOR SCHEDULE 1**

**L3 BUSINESS ADMINISTRATOR APPRENTICESHIP RN & ARMY AGC(SPS) - FORECAST OF STARTS FOR CONTRACT DURATION
(SHOWING HIGH AND LOW EXPECTED OCCUPANCY)**

Ser	Standard	Occupancy @ 23/24 P12 ¹	Estimated Starts 2025/26		Estimated Starts 2026/27		Estimated Starts 2027/28		Estimated Starts 2028/29		Estimated Starts 2029/30		Estimated Starts 2030/31	
	Expected Occupancy (High/Low)		High	Low	High	Low	High	Low	High	Low	High	Low	High	Low
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)
1	Business Administrator – Level 3 (ST0070)	Army 237 Navy 82	Army 175 Navy 55	Army 135 Navy 35	Army 175 Navy 48	Army 135 Navy 35	Army 175 Navy 47	Army 135 Navy 35	Army 175 Navy 48	Army 135 Navy 35	Army 175 Navy 49	Army 135 Navy 35	Army 175 Navy 49	Army 135 Navy 35
Totals			230	170	223	170	222	170	223	170	224	170	224	170

¹ The RAF were part of this Army led programme during 23/24, with an occupancy of 10 @ 23/24 P9. The RAF will not form part of the new Army led contract for 25/26 under this SOR.

**APPENDIX 1 TO SOR SCHEDULE 1
SECTION 1 AND 2
DELIVERY OF APPRENTICESHIPS TO
THE RMP AND AGC SPS**

RMP AND AGC SPS COMBINED SOR GLOSSARY

Abbreviation	Meaning	Abbreviation	Meaning	Abbreviation	Meaning
AAC	Army Air Corps	FS	Functional Skills	Pers Pol (A)	Personnel Policy (Army)
AAP	Army Apprenticeship Programme	GA	Gateway Assessment	QA	Quality Assure/Assurance
ACSO	Army Command Standing Order	GDPR	General Data Protection Regulation	QAA	Quality Assurance Agency for Higher Education
AFC	Army Foundation College	HC	Home Command	QIP	Quality Improvement Plan
AGG	Army Guarantee Group ²⁰	H&S	Health and Safety	QM	Quality Mentor
AH	Assistant Head	IAG	Information, Advice and Guidance	RM Police	Royal Marine Police
AO	Awarding Organisation	ICE	Instructions for Conducting Examinations	RMP	Royal Military Police
APSG	Army Personnel Services Group	IfATE	Institute for Apprenticeships and Technical Education	RNP	Royal Navy Police
BSS	Business Support Services	ILP	Individual Learning Plan	RoATP	Register of Apprenticeship Training Providers
CAL	Capbadge Apprenticeship Officer	ILR	Individual learning Record	RoEPAO	Register of End-Point Assessment Organisations
CC	Corps Colonel	ITT	Initial Trade Training	ROR	Requirements of Response
CoC	Chain of Command	JCQ	Joint Council for Qualifications	SAR	Self-Assessment Report
CPD	Continuing Professional Development	JSP	Joint Service Publication	SASE	Specification of Apprenticeship Standards for England
DBS	Disclosure and Barring Service	KSB	Knowledge, Skills and Behaviours	SG	Steering Group
DIA	Defence Internal Audit	L&D	Learning and Development	SLOS	Standard Length of Stay
DPA	Data Protection Act	LRS	Learner Record System	SO1	Staff Officer Grade 1

²⁰ Learners not funded through the ESFA.

Abbreviation	Meaning	Abbreviation	Meaning	Abbreviation	Meaning
DO	Designated Officer	MIS	Management Information Systems	SO2	Staff Officer Grade 2
DSAT	Defence Systems Approach to Training	MOD	Ministry of Defence	SOP	Standard Operating Procedure
Ed Br	Education Branch	MPS	Military Provost Staff	SOR	Statement of Requirement
EIF	Education Inspection Framework	MUG	Maytas User Group	SP	Service Provider
EPA	End-Point Assessment	MT	Motorised Transport	STT	Subsequent Trade Training
EPAO	End Point Assessment Organisation	NAO	National Audit Office	TESRR	Training, Education, Skills, Recruitment and Resettlement
EQA	External Quality Assurance	Ofsted	Office for Standards in Education	WBL	Work-Based Learning
ESF	European Social Fund	PC	Performance Commentary	WLD	Whole-Life Development
ESFA	Education and Skills Funding Agency	PMA	Provost Marshal Army		

Ministry of Defence

**Contract No:
711410455**



**THE DELIVERY OF APPRENTICESHIPS TO
THE ROYAL MILITARY POLICE (RMP) AND THE ADJUTANT
GENERAL'S CORPS (AGC) (STAFF AND PERSONNEL SUPPORT (SPS))**

SCHEDULE 2

PRICING

1 Pricing Part 1 – Variation of Price (VOP)

- 1.1 All Services in the Statement of Requirements shall be Firm Priced for Years one to three (1-3) years of the Contract, commencing at the start of the Contract Duration as stated in Schedule 3 (Ts&Cs) Clause 11.1 (the “FIRM PRICE PERIOD”) and the price stated in Parts 2 and 3 of this Schedule 2 shall be the price payable for the Services delivered in accordance with the terms of the Contract.
- 1.2 The price payable for each Learner for their Apprenticeship Standard shall be the price stated for the year in which they enrol.
- 1.3 The prices in Parts 2 and 3 of this Schedule 2 for Years four to six (4-6) are FIXED at Base Period price levels and do not include provision beyond this date for increases or decreases in the market price of the Services being purchased. Any such variation shall be calculated in accordance with the following formula:
- 1.4 $V = P (O_i / O_o) - P$

Where:

V represents the variation of price;

P represents the Fixed Price as stated in Parts 2 and 3 of this Schedule 2;

O represents the index: HSGG - SPPI INDEX OUTPUT DOMESTIC - M Professional, scientific, and technical services 2015=100

O_o represents the Base Period. This shall be the 12-month published average OUTPUT Price Index for the period ending 2025-Q2 (closest 12 month period ending before commencement of Year 1 of the Contract – 1 August 2025)

O_i represents the 12-month published average OUTPUT Price Index figure at the beginning of the Fixed Price Year* (closest 12 months before the payment date)

* This shall be the 12-month period ending 2028-Q2; 2029-Q2; and 2030-Q2 respectively for Contract Years four (4); five (5); and six (6).

Worked Example (Year 4, all figures are indicative and solely for illustrative purposes)

P 1 Aug 25 to 31 Jul 26	O_o 12-month average for period ending: 2025-Q2 (30 Jun 2025)	O_i 12-month average for period ending: 2028-Q2 (30 Jun 2028)	O_i/O_o
£100	103.5 $\frac{(2024-Q3 + 2024-Q4 + 2025-Q1 + 2025-Q2)}{4}$	114.3 $\frac{(2027-Q3 + 2027-Q4 + 2028-Q1 + 2028-Q2)}{4}$	1.1043 (110.43%)
VOP Formula: $P (O_i / O_o) - P$ = (£100 <i>multiplied by</i> 1.1043) <i>minus</i> £100 = £110.43 <i>minus</i> £100 = £10.43			
Note: the VOP value is the <u>adjustment</u> to be made to the Fixed Price			

- 1.5 The OUTPUT Price Index referred to in Paragraph 1.4 above shall be taken (as specified by the Authority) from the:

- (a) ONS Publication 'Services producer price inflation' Table 2(b) ' Real Estate, Professional, Scientific and Technical Activities, Administrative and Support, Education'

- 1.6 Indices published with a 'B' or 'F' marker or a suppressed value, in the last 3 years are not valid for Variation of Price clauses and shall not be used. Where the price index has an 'F' marker or suppression applied to it during the term of the Contract, the Authority and the Service Provider shall agree appropriate replacement Index or Indices. The replacement Index or Indices shall cover, to the maximum extent possible, the same economic activities as the original index or indices.
- 1.7 In the event that any material changes are made to the Indices (for example, a revised statistical base date) during the period of the Contract and before final adjustment of the final Contract Price, then the re-basing methodology outlined by the Office for National Statistics (as the series providers) to match the original Indices to the new series shall be applied.
- 1.8 In the event the agreed Index or Indices cease to be published (for example, because of a change in the standard industrial classification), the Authority and the Service Provider shall agree appropriate replacement Index or Indices, which shall cover to the maximum extent possible the same economic activities as the original Index or Indices. The methodology outlined by the Office for National Statistics (as the series providers) to match the original Indices to the new series shall be applied.
- 1.9 Notwithstanding the above, any extant Index / Indices agreed in the Contract shall continue to be used as long as it is / they are available, and subject to ONS revisions policy. Payments calculated using the extant Index / Indices (during its / their currency shall not be amended retrospectively as a result of any change to the Index or Indices.
- 1.10 The Service Provider shall promptly notify the Authority of any significant changes in the purchasing / manufacturing plan on the basis of which these provisions were drawn up and agreed, or of any other factor having a material bearing on the operation of these provisions such as to cause a significant divergence from their intended purpose, in order that both parties may consider whether any change in this provision would be appropriate.
- 1.11 Prices shall be adjusted taking into account the effect of the above formula as soon as possible after publication of the relevant Indices or at a later date if so agreed between the Authority and the Service Provider. Where an Index value is subsequently amended, the Authority and the Service Provider shall agree a fair and reasonable adjustment to the price, as necessary.
- 1.12 Claims under this Condition shall be submitted to the Bill Paying Branch, certified to the effect that the "requirements of this Clause 1" have been met.

2 Pricing Part 2

Redacted - Commercial Sensitive information

3 Pricing Part 3

Redacted - Commercial Sensitive information

Ministry of Defence

**Contract No:
711410455**



**THE DELIVERY OF APPRENTICESHIPS TO
THE ROYAL MILITARY POLICE (RMP) AND THE
ADJUTANT GENERAL'S CORPS (AGC) (STAFF
AND PERSONNEL SUPPORT (SPS))**

SCHEDULE 3

TERMS AND CONDITIONS

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TERMS & CONDITIONS OF CONTRACT

GENERAL CONDITIONS

1. DEFENCE CONTRACT CONDITIONS (DEFCONs)

1.1. The following DEFCONs in respect of general and other matters shall apply:-

DEFCON 5J (Edn 18/11/16)	Unique Identifiers (Clause 4 is not applicable)
DEFCON 76 (Edn 11/22)	Contractor's Personnel at Government Establishments
DEFCON 90 (Edn 06/21)	Copyright
DEFCON 129J (Edn 18/11/16)	The Use of The Electronic Business Delivery Form
DEFCON 501 (Edn 10/21)	Definitions and Interpretations
DEFCON 503 (Edn 06/22)	Formal Amendments to Contract
DEFCON 507 (Edn 07/21)	Delivery
DEFCON 513 (Edn 04/22)	Value Added Tax (VAT) and Other Taxes
DEFCON 514 (Edn 08/15)	Material Breach
DEFCON 515 (Edn 06/21)	Bankruptcy and Insolvency
DEFCON 516 (Edn 04/12)	Equality
DEFCON 518 (Edn 02/17)	Transfer
DEFCON 520 (Edn 10/23)	Corrupt Gifts and Payments of Commission
DEFCON 522 (Edn 11/21)	Payment and Recovery of Sums Due
DEFCON 524 (Edn 12/21)	Rejection
DEFCON 526 (Edn 08/02)	Notices
DEFCON 527 (Edn 09/97)	Waiver
DEFCON 529 (Edn 09/97)	Law (English)
DEFCON 530 (Edn 12/14)	Dispute Resolution (English Law)
DEFCON 531 (Edn 09/21)	Disclosure of Information
DEFCON 532B (Edn 12/22)	Protection of Personal Data (Where Personal Data is being processed on behalf of the Authority)
DEFCON 534 (Edn 06/21)	Subcontracting and Prompt Payment
DEFCON 537 (Edn 12/21)	Rights of Third Parties
DEFCON 538 (Edn 06/02)	Severability
DEFCON 539 (Edn 01/22)	Transparency
DEFCON 550 (Edn 02/14)	Child Labour & Employment Law
DEFCON 566 (Edn 04/24)	Change of Control of Contractor
DEFCON 602B (Edn 12/06)	Quality Assurance (without Deliverable Quality Plan)

DEFCON 604 (Edn 06/14)	Progress Reports
DEFCON 608 (Edn 07/21)	Access and Facilities to be Provided by the Contractor
DEFCON 609 (Edn 07/21)	Contractor's Records
DEFCON 620 (Edn 06/22)	Contract Change Control Procedure
DEFCON 625 (Edn 06/21)	Co-Operation on Expiry of Contract
DEFCON 632 (Edn 11/21)	Third Party Intellectual Property – Rights and Restrictions
DEFCON 642 (Edn 07/21)	Progress Meetings
DEFCON 643 (Edn 12/21)	Price Fixing (Non-qualifying Contracts)
DEFCON 656A (Edn 08/16)	Termination for Convenience – under £5M ²¹
DEFCON 656B (Edn 08/16)	Termination for Convenience – £5M and Over ²
DEFCON 658 (Edn 10/22)	Cyber
DEFCON 660 (Edn 12/15)	Official-Sensitive Security Requirements
DEFCON 670 (Edn 02/17)	Tax Compliance ²²
DEFCON 671 (Edn 10/22)	Plastic Packaging Tax
DEFCON 674 (Edn 03/21)	Advertising Subcontracts (Public Contract Regulations 2015 Only)
DEFCON 678 (Edn 09/19)	SME Spend Data Collection
DEFCON 694 (Edn 07/21)	Accounting for Property of The Authority
DEFCON 703 (Edn 06/21)	Intellectual Property Rights – Vesting in the Authority ²³

1.2. DEFENCE FORMS (DEFFORMs)

DEFFORM 10B (Edn 05/23)	Acceptance Of Offer Of Amendment To Contract
DEFFORM 111 (Edn 10/22)	Appendix – Addresses and Other Information
DEFFORM129J (Edn 09/17)	The Use of the Electronic Business Delivery Form
DEFFORM 532 (Edn 10/19)	Personal Data Particulars
DEFFORM 539A (Edn 01/22)	Tenderer's Commercially Sensitive Information Form
DEFFORM 539B (Edn 01/22)	Publishable Performance Information – KPI Data Report

For copies of DEFCONs/DEFFORMs refer to 'Note' on the DEFFORM 111 Enclosure to this Schedule 3 (Ts&Cs).

²¹ DEFCON(s) applicable to Contracts with estimated value below £5M.

²² DEFCON(s) applicable to Contracts with estimated value exceeding £5M.

²³ DEFCON 703 applies specifically and exclusively to any, and all Learner Records.

SPECIAL CONDITIONS2. NOTES & FURTHER DEFINITIONS

- 2.1. For the purposes of Condition 1 and in addition to the provisions of DEFCON 501 (refer to Condition 1):
- 2.1.1. where appropriate to the work to be performed under the Contract, in the Standard Conditions and the DEFCONs, references to “Article” and “Articles” shall be read as meaning “Service” and “Services” and all other terms shall generally be interpreted in the context of the delivery of such a Service or Services as opposed to the delivery of goods of the Contractor’s manufacture;
 - 2.1.2. in the DEFCONs, any references to the “Project Manager”, “Project Desk Officer”, “Quality Assurance Manager” and the like shall be interpreted as being a reference to the Authority’s ‘Designated Officer’ as defined at sub-Clause 2.1.30 of this Condition and identified in Box 2 of the DEFFORM 111 Enclosure to this Schedule 3 (Ts&Cs);
 - 2.1.3. in the DEFCONs, any references to “Contractor” shall be interpreted as being reference to the ‘Service Provider’;
 - 2.1.4. ‘Appointed End Point Assessor’ and ‘End Point Assessment Organisation (EPAO)’ shall mean an organisation that must be on the DfE Apprenticeship Provider and Assessment Register (APAR), and has been appointed by the Authority, to undertake the End Point Assessments;
 - 2.1.5. ‘Apprenticeship Provider and Assessment Register’ (APAR) – shall mean the Register owned by the Department for Education (DfE) of organisations that the employer-provider can contract with for the delivery of Apprenticeship Training services and End-Point Assessments;
 - 2.1.6. ‘Apprenticeship Standards’ are endorsed by the Institute for Apprenticeships (an executive non-departmental public body, sponsored by the Department for Education) and comprise of initial assessment, on programme training and learning (including Functional Skills), Gateway assessment and End-Point Assessment. Standards are tailored to each individual profession, designed by employers and include an Assessment Plan and assessments and grading of behaviours;

- 2.1.7. 'Apprenticeship Start Date' shall mean the date that the apprentice begins training towards an Apprenticeship Standard; e.g. induction date, ESFA sign-on paperwork completed;
- 2.1.8. 'Army Apprenticeship Programme (AAP)' shall mean the Army managed apprenticeship programme in which all Education Skills Funding Agency (ESFA) and Apprenticeship Levy funded apprenticeship provision is delivered under the Single Army Contract (SAC). For the avoidance of doubt, any Army Guarantee Group (AGG) or other privately funded Learners are regarded by the Authority in the same way in all respects;
- 2.1.9. 'Army Apprenticeship Standard Operating Procedure (SOP)' shall mean the working instructions produced, and amended as necessary, by the Authority, and which set out the policies and procedures to be followed in respect of Army Apprenticeships. A list of extant SOPs is included at Annex A to this Schedule 3 (Ts&Cs). All SOPs can be obtained by request from the Army's Personnel Policy (Pers Pol) Branch.
- 2.1.10. 'Army Guarantee Group (AGG)' shall mean the funding route used to enable soldiers that are ineligible for direct funding from the Apprenticeship Levy to complete their apprenticeship.
- 2.1.11. 'The Authority'. In addition to the definition set out in DEFCON 501, the Authority is an employer-provider of apprenticeships and an ESFA contractor;
- 2.1.12. The 'Authority's Commercial Desk Officer' means the individual/post identified in Box 1 of the DEFFORM 111 Enclosure to this Schedule 3 (Ts&Cs);
- 2.1.13. the 'Authority's Representative', means the 'Designated Officer' as defined at sub-Clause 2.1.30 or such other nominated individual or organisation who may be appointed by the Authority in accordance with the provisions of the Contract;
- 2.1.14. the 'Authority's Security Officer' or 'Authority (Security Officer)' shall mean the Pers Pol Desk Officer assigned to oversee security requirements for the contract, as detailed in the Security Aspects Letter;
- 2.1.15. 'Awarding Body' or 'Awarding Organisation' means the body, regulated by Ofqual, nominated by the Service Provider, and approved by the Authority, to undertake external verification of the qualifications embedded within the Standards, and Functional Skills, attained by the Learners and to provide external test papers and certification where necessary.
- 2.1.16. The 'Bill Paying Authority' means the Bill paying Authority whose name and address is given in Box 11 of the DEFFORM 111 to the Contract;

- 2.1.17. 'Business Support Services Provider (BSS Provider)' means the organisation who, under separate Contract, undertakes to support the Army as Employer-Provider, in their administration and delivery of Apprenticeships.
- 2.1.18. 'BSS Provider's Representative' Shall mean a person or persons employed by the BSS Provider in connection with the execution of this contract. All BSS Provider's Representatives are the service delivery subcontractor of the ESFA;
- 2.1.19. 'Cap Badge' shall mean the Army organisation with devolved responsibility for running Apprenticeships for personnel under their command, e.g. Royal Military Police (RMP), Adjutant General's Corps (AGC), etc.;
- 2.1.20. 'Cap Badge Apprenticeship Lead (CAL)' shall mean the person or persons appointed to oversee the day-to-day operational delivery of apprenticeships (including EPAs), performance management and quality assurance of Apprenticeships for their specified Cap Badge;
- 2.1.21. 'Conditions' means the Terms and Conditions (Ts&Cs) set out in this Schedule 3 (Ts&Cs);
- 2.1.22. 'Confidential Information' means all information (including data in electronic form, computer programs, designs, plans, drawings, analyses, studies and other documents or material) designated as such by either Party in writing together with all such other information of a technical, commercial or financial nature received from a Party to this Contract, its agents, servants, employees, representatives or advisors (including, without limitation, any and all documents and information supplied in the course of proceedings under Schedule 4 (Dispute Resolution Procedure);
- 2.1.23. 'Consents' means permission and agreement to conduct an activity or make changes to procedure.
- 2.1.24. 'Contract Award Date' means the day on which Contract Award is confirmed, which shall be 10 days after the standstill period commences following notification of award decision, or 14 days after the completion of any legal challenge;
- 2.1.25. 'Contract Implementation Date' means the day upon which the Service Provider assumes responsibility for the provision of all of the Services required in Schedule 1 (SOR);

- 2.1.26. 'Contract Price' for the purposes of the definition set out in DEFCON 501 means the amount set out in Schedule 2 (Price);
- 2.1.27. 'Corps Colonel' shall mean the senior officer responsible for the strategic leadership of the Apprenticeship programme for their specified Cap Badge;
- 2.1.28. 'Day(s)' means 'working day(s)' unless specifically expressed as calendar day(s);
- 2.1.29. 'Delivery Subcontractor' means any organisation contracted through an employer-provider to deliver the apprenticeship, English or maths or planned on-programme assessment. The Service Provider of this Contract is the ESFA's service delivery subcontractor;
- 2.1.30. "Designated Officer" is the principal Representative of the Authority appointed to monitor the Service Provider's performance in respect of the Contract and to certify receipt of satisfactory performance. The Authority's Designated Officer may, at their sole discretion and by notice to the Service Provider, delegate certain functions to other Representatives of the Authority. The address of the Designated Officer is contained in Box 2 of the DEFFORM 111 to the Contract;
- 2.1.31. 'DfE Funding Band' shall mean the maximum capped funding band against which each Apprenticeship is allocated through IfATE by the DfE. Additional information on the DfE Funding Bands can be found at:
- <https://www.gov.uk/government/publications/apprenticeship-funding-bands>
- 2.1.32. 'Education Branch (Ed Branch or Ed Br)' shall mean the Authority's Education Branch which is responsible for the operational delivery of apprenticeships (including EPAs), performance management and quality assurance of the AAP.
- 2.1.33. 'Education and Skills Funding Agency (ESFA)' is an executive agency of the Department for Education. The Secretary of State for Education, via the ESFA, sets the rules and guidance for apprenticeships. The Authority is an ESFA contractor;
- 2.1.34. 'Employer-Provider' means any organisation that delivers some, or all, of the training element of an apprenticeship to their own staff and holds a contract with the ESFA. The Authority is an employer-provider and thus an ESFA contractor;
- 2.1.35. 'End-Point Assessment' (EPA) is a holistic and independent assessment of the knowledge, skills and behaviours of the Learner which have been learnt throughout an Apprenticeship Standard;

- 2.1.36. 'Establishment' shall mean any site owned and/or operated and/or controlled by the Authority, any other Government Body and any of their respective Arms-Length Bodies.
- 2.1.37. 'Establishment Security Officer' shall mean the Garrison Security Officer; Unit Security Officer or equivalent position identified as responsible for the Security of the Establishment.
- 2.1.38. 'FIRM Price' means a price (excluding VAT) which is not subject to variation;
- 2.1.39. 'FIXED Price' means a price (excluding VAT) which is agreed at the outset but varies over time using an agreed Variation of Price (VOP) formula;
- 2.1.40. 'Functional Skills' means the applied practical skills in English, maths and, if required, Information and Communications Technology (ICT);
- 2.1.41. 'Gateway Assessment' or 'Gateway Requirements' means the requirements set out in the Assessment Plan that must be met by the apprentice prior to undertaking EPA of the Apprenticeship Standard;
- 2.1.42. 'Good Industry Practice' means the exercise of such degree of skill, diligence, prudence and foresight as would reasonably and ordinarily be expected from a skilled and experienced person, seeking to comply with its contractual obligations and seeking to avoid liability arising under any duty of care that might reasonably apply to, or to be expected, from that person complying with all applicable laws and engaged in the same type of undertaking and under the same or similar circumstances and conditions as the Service Provider;
- 2.1.43. 'Individualised Learner Record (ILR)' means the primary data collection required from all providers for further education and work-based learning in England. Data is used by ESFA/Government to monitor policy implementation and the performance of the sector;
- 2.1.44. 'Learners' shall mean all individuals registered on the Army Apprenticeship Programme and supported by this Contract;
- 2.1.45. 'Learning and Development (L&D)' means the Authority's Learning & Development Branch which is responsible for the management and oversight of the Army Apprenticeship programme;

- 2.1.46. 'Management Information' means any information acquired or generated by the Service Provider for the purpose of managing the Contract which may be provided to the Authority and/or the ESFA during the term of the Contract;
- 2.1.47. 'Month' shall mean the period from the first to the last day of a calendar month (inclusive) unless:
- a) The period being referred to begins on the 29th to 30th day of January, in which case it shall end on the last day of February; or
 - b) The period being referred to begins on the 31st day, in which case it shall end on the last day of the following month (e.g. 31st October to 30th November); or otherwise
 - c) If the period being referred to begins after the first day then it shall end on the preceding day of the following month (e.g. 5th January to 4th February).
- 2.1.48. 'Ofsted' means the Office for Standards in Education, Children's Services and Skills;
- 2.1.49. 'Ofqual' means the Office of Qualifications and Examinations Regulation;
- 2.1.50. 'Parties' means the Service Provider and the Authority, and Party shall be construed accordingly;
- 2.1.51. 'Personal Data' means personal information and data relating to a specific individual who can be identified by such information and data;
- 2.1.52. 'Planned End Date' means date entered onto the individualised learner record (ILR) when the learner is expected to complete their learning;
- 2.1.53. 'Quality Mentor' shall mean the BSS Provider's Representative appointed to provide SME support to the CAL in the management of the apprenticeship programme and undertake 2nd Party Assurance of the programme and SP activities.
- 2.1.54. 'Re-competition' means where the Authority re-competes its requirement for either the whole or part of the Services or their replacement or equivalent;
- 2.1.55. 'Recognition of Prior Learning (RPL)' shall mean the process of recognising knowledge elements, competencies and behaviours within an apprenticeship standard that may have been acquired through formal, non-formal and informal learning conducted by the individual prior to enrolment onto the Apprenticeship Standard.
- 2.1.56. 'Replacement Contract' means any contract entered into by the Authority with a Successor Service Provider for the provision of some or all of the Services;

- 2.1.57. 'Service Provider' means the organisation who, under this Contract, undertakes to provide the Contract deliverables detailed in Schedule 1 (SOR). The ESFA regards the Service Provider as a service delivery subcontractor.
- 2.1.58. 'Service Provider's Representative' means a suitably empowered person or persons employed by the Service Provider in connection with the provisions of the deliverables and in connection with this Contract;
- 2.1.59. 'Services' means the services which are to be provided by the Service Provider throughout the Contract term in accordance with the terms of this Contract and Schedule 1 (SOR);
- 2.1.60. 'Single Army Contract (SAC)' shall mean the Army arrangement to draw funding directly from the ESFA or the Employer Levy Account for Apprenticeships and Functional Skills;
- 2.1.61. 'Statement of Requirements (SOR)' means the Services specified in Schedule 1 (SOR) which are to be performed by the Service Provider and the minimum standards to be achieved;
- 2.1.62. 'Steering Group Management Board' shall mean the forum at which the Corps Colonel provides the strategic leadership to the programme, deciding the key priorities for the future and monitoring performance against Performance targets set by the Management Board;
- 2.1.63. 'Sub-Contractor' means a legal entity that has a contractual relationship with the Authority to deliver apprenticeship training – also known as the Service Provider (see sub-Clause 2.1.57);
- 2.1.64. 'Transition' means the period between the Contract Award Date and the Contract Implementation Date;
- 2.1.65. 'Working Group Management Board' shall mean the operational level meeting chaired by the CAL that deals with the day-to-day management of the programme, monitoring how well cohorts of learners and individual apprentices are progressing on their apprenticeships and identifying action to be taken to overcome delivery issues. The meeting reviews performance and quality and progress against the Corps Colonel's Performance Targets and the Quality Improvement Plan (QIP).

3. NOTICES

- 3.1. For the purposes of DEFCON 526 (Notices), any notice given under or pursuant to the Contract shall be sent or transmitted to the addresses of the parties to the Contract at sub-Clauses 3.1.1 and 3.1.2:

3.1.1. Authority Commercial Desk Officer Address:

Army Commercial Branch
Floor 2, Zone 2.N,
Blenheim Building,
Army HQ, Marlborough Lines,
Monxton Road, ANDOVER,
Hampshire SP11 8HT
Email: ArmyComrcl-Procure-AAP-Mailbox@mod.gov.uk

3.1.2. Service Provider Address:

TQ Education and Training Ltd
80 Strand Street, London WC2R 0RL

4. ENTIRE AGREEMENT

- 4.1. The Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes, and neither Party has relied upon, any prior negotiations, representations and undertakings, whether written or oral, except that this Condition shall not exclude liability in respect of any fraudulent misrepresentation.
- 4.2. The Service Provider's Technical Submission filed in response to the Authority's Requirement of Response will be inserted in Schedule 7 (Service Delivery Plan) to this Contract and its content therefore enforceable as part of the entire agreement.

5. GOVERNING LAW

- 5.1. Subject to Clause 5.4, the Contract shall be considered as a contract made in England and subject to English Law.
- 5.2. Subject to Clause 5.4 and Condition 56 (Dispute Resolution Procedure) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of England to resolve, and the laws of England to govern, any actions proceedings, controversy or claim of whatever nature arising out of or

relating to the Contract or breach thereof.

5.3. Subject to Clause 5.4 any dispute arising out of or in connection with the Contract shall be determined within the English jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this Condition 5 and for the enforcement of any judgment, order or award given under English jurisdiction.

5.4. If the Parties pursuant to the Contract agree that Scots Law should apply, then the following amendments shall apply to the Contract:

5.4.1. Clauses 5.1, 5.2 and 5.3 shall be amended to read:

- a) The Contract shall be considered as a contract made in Scotland and subject to Scots Law.
- b) Subject to Condition 56 (Dispute Resolution Procedure) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of Scotland to resolve, and the laws of Scotland to govern, any actions, proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.
- c) Any dispute arising out of or in connection with the Contract shall be determined within the Scottish jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this Condition 5 and for the enforcement of any judgment, order or award given under Scottish jurisdiction.

5.5. Each Party warrants to each other that entry into the Contract does not, and the performance of the Contract will not, in any way violate or conflict with any provision of law, statute, rule, regulation, judgement, writ, injunction, decree or order applicable to it. Each Party also warrants that the Contract does not conflict with or result in a breach or termination of any provision of, or constitute a default under, any mortgage, contract or other liability, charge or encumbrance upon any of its properties or other assets.

5.6. Each Party agrees with each other Party that the provisions of this Condition 5 shall survive any termination of the Contract for any reason whatsoever and shall remain fully enforceable as between the Parties notwithstanding such a termination.

6. WAIVER

- 6.1. No act or omission of either Party shall by itself amount to a waiver of any right or remedy unless expressly stated by that Party in writing. In particular, no reasonable delay in exercising any right or remedy shall by itself constitute a waiver of that right or remedy.
- 6.2. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

7. ASSIGNMENT OF CONTRACT

- 7.1. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.

8. THIRD PARTY RIGHTS

- 8.1. Notwithstanding anything to the contrary elsewhere in the Contract, no right is granted to any person who is not a Party to the Contract to enforce any term of the Contract in its own right and the Parties to the Contract declare that they have no intention to grant any such right.

9. TRANSPARENCY

- 9.1. Notwithstanding any other term of this Contract, including DEFCON 531 (Disclosure of Information), the Contractor understands that the Authority may publish the Transparency Information and Publishable Performance Information to the general public.
- 9.2. Subject to Clause 9.3 of this Condition the Authority shall publish and maintain an up-to-date version of the Transparency Information and Publishable Performance Information in a format readily accessible and reusable by the general public under an open licence where applicable.
- 9.3. If, in the Authority's reasonable opinion, publication of any element of the Transparency Information and Publishable Performance Information would be contrary to the public interest, the Authority shall be entitled to exclude such Information from publication. The Authority acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information and Publishable Performance Information in its entirety. Accordingly, the Authority acknowledges that it shall only exclude Transparency Information and Publishable Performance Information from publication in exceptional circumstances and agrees that where it decides to exclude Information from publication on that basis, it will provide a clear statement to the general public explaining the categories of information that have been excluded from publication

and reasons for withholding that information.

- 9.4. The Contractor shall assist and co-operate with the Authority as reasonably required to enable the Authority to publish the Transparency Information and Publishable Performance Information, in accordance with the principles set out above, including through compliance with the requirements relating to the preparation of Publishable Performance Information set out in Clauses 9.5 to 9.9 of this Condition. Where the Authority publishes Transparency Information, it shall:
 - 9.4.1. before publishing, redact any Information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations 2004 (EIR), for the avoidance of doubt, including Sensitive Information;
 - 9.4.2. taking account of the Sensitive Information set out in DEFFORM 539A, consult with the Contractor where the Authority intends to publish Information which has been identified as Sensitive Information. For the avoidance of doubt the Authority, acting reasonably, shall have absolute discretion to decide what information shall be published or be exempt from disclosure in accordance with the FOIA and/or the EIR; and
 - 9.4.3. present information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how this Contract is being performed.

Publishable Performance Information

- 9.5. Within three (3) months of the effective date of Contract the Contractor shall provide to the Authority for its approval (such approval shall not be unreasonably withheld or delayed) a draft Publishable Performance Information KPI Data Report consistent with the content requirements of Schedule 6 (Performance Monitoring).
- 9.6. If the Authority rejects any draft Publishable Performance Information the Contractor shall submit a revised version of the relevant KPI Data Report for further approval by the Authority with five (5) business days of receipt of any notice or rejection, taking account of any recommendations for revision and improvement to the report provided by the Authority. This process shall be repeated until the parties have an agreed version of the Publishable Performance Information.
- 9.7. The Contractor shall provide an accurate and up-to-date version of the KPI Data Report to the Authority for each quarter at the frequency referred to in the agreed Schedule 6 (Performance Monitoring).

- 9.8. Any dispute in connection with the preparation and/or approval of Publishable Performance Information, other than under Clause 9.6 of this Condition, shall be resolved in accordance with Condition 56 (Dispute Resolution Procedure) of this Schedule 3 (Ts&Cs).
- 9.9. The requirements of this Condition are in addition to any other reporting requirements in this Contract.
10. ESFA COMPLIANCE
- 10.1. Both Parties shall fully comply with all ESFA funding rules and policies, as updated from time-to-time.
11. DURATION OF CONTRACT
- 11.1. Without prejudice to any other Term or Condition of the Contract and subject at all times to the continued availability of ESFA Funding / Apprenticeship Levy funding, the duration of Contract in accordance with Schedule 2 (Price) shall be six (6) years. The Contract Implementation date shall be 1st of August 2025 Subject to the termination provisions of the Contract, the Contract duration shall be from 1st August 2025 to 31st July 2031 inclusive.
- 11.2. There are no Options to extend this Contract.
12. SUB CONTRACTING
- 12.1. The Service Provider shall not sub-contract any part of the apprenticeship training delivery, or on-programme assessment.
- 12.2. The Service Provider may, with the express prior agreement of the Authority's Commercial Desk Officer, sub-contract administrative support activities.
- 12.3. In the event that any specific sub-contracting has, exceptionally, been agreed DEFCON 534 shall also apply.
13. LEGAL AND STATUTORY RESPONSIBILITIES
- 13.1. Whilst attention is drawn herein and in the SOR to specific legislation, it shall be the sole responsibility of the Service Provider to ensure that they comply with all legal requirements and statutory instruments and any local by-laws, as appropriate to the nature of the services being provided in so far as such legal requirements, statutory instruments and by-laws are applicable to the geographic areas where the Contract is being performed.

14. CHANGES IN LAW

- 14.1. Changes to statutory legislation shall be dealt with on a case-by-case basis.
- 14.2. The Service Provider shall not be relieved of its obligations to supply the Services in accordance with the terms of this contract as the result of a Specific Change in Law provided always that the costs of complying with the Specific Change in Law which cannot clearly be anticipated as at the Effective Date shall be agreed pursuant to the DEFCON 620 (Contract Change Control Procedure).
- 14.3. Without prejudice to the rest of this Condition, the Service Provider shall use all reasonable endeavours to minimise any disruption caused by any Specific Change in Law.

15. RELATIONSHIPS BETWEEN THE PARTIES

- 15.1. Nothing in the Contract shall be construed as creating a partnership, a contract of employment or a relationship of principal and agent between the Authority and the Service Provider.
- 15.2. The Service Provider will be treated as an independent Service Provider and will be responsible for all taxation, National Insurance contributions and similar liabilities arising in relation to the fees payable for the work.
- 15.3. The Service Provider shall not place or cause to be placed any orders with suppliers or incur liabilities in the name of the Authority or any representative of the Authority.
- 15.4. The Authority shall not have any additional liability or responsibility for payments to any of the Service Provider's creditors, employees, partners, sponsored tutors, in respect of any materials purchased, premises costs incurred, or services provided by the Service Provider in the delivery of the requirement in Schedule 1 (SOR).

16. OTHER CONTRACTS WITH THE CROWN

- 16.1. If the Service Provider shall enter into any other contract with the Crown relating in any way to the subject matter of the Contract, then, no breach by the Crown of that other contract nor any other act or omission nor any written or oral statement nor representation whatsoever of or by the Crown its servants or agents or other service providers relating to or connected with any other contracts as aforesaid shall, regardless of any negligence on its or their part:
- 16.1.1. Give the Service Provider any right under this Contract to an extension of time or otherwise or additional payment or damages or any other relief or remedy whatsoever against the Authority, or

16.1.2. Affect, modify, reduce or extinguish either the obligations of the Service Provider or the rights or remedies of the Authority under this Contract;

16.1.3. Be taken to amend, add to, delete or waive any Term or Condition of this Contract.

17. AMENDMENTS

17.1. Further to DEFCON 620, and subject to Clause 17.3 of this Condition, the Contract may only be amended by the written agreement of the Parties (or their duly authorised representatives acting on their behalf). Such written agreement shall consist of:

17.1.1. the Authority's offer set out in a serially numbered amendment letter issued by the Authority to the Contractor; and

17.1.2. the Contractor's unqualified acceptance of the contractual amendments as evidenced by the DEFFORM 10B duly signed by the Contractor.

17.2. Where required by the Authority in connection with any such amendment, the Contractor shall (as so required) confirm that any existing Parent Company Guarantee is sufficiently comprehensive so as to cover and support all of the Contractor's liabilities and obligations under and in connection with the Contract (as amended by such amendment) or provide a revised Parent Company Guarantee with such DEFFORM 10B to achieve the same purposes.

17.3. Where the Authority wishes to amend the Contract to incorporate any work that is unpriced at the time of amendment:

17.3.1. if the Contract is not a Qualifying Defence Contract, the Authority shall have the right to settle with the Contractor a price for such work under the terms of DEFCON 643; or

17.3.2. if the Contract is a Qualifying Defence Contract, the Contract Price shall be redetermined on amendment in accordance with the Defence Reform Act 2014 and Single Source Contract Regulations 2014 (each as amended from time to time).

17.4. The Authority shall have the right to require the Service Provider to cease enrolment of Learners onto any of the Apprenticeships delivered under the Contract in the event that:

17.4.1. a change to the Army career development strategy renders any Apprenticeship delivered under this Contract inappropriate for the career needs of soldiers;

17.4.2. any Apprenticeship delivered under this Contract is revised by IfATE to the extent the Authority identifies it is no longer deliverable or appropriate;

17.4.3. any Apprenticeship delivered under this Contract is closed to new enrolments by IfATE;

17.4.4. there is an adverse change in the amount or nature of the funding provided by ESFA, or

17.4.5. if insufficient funding is available from the ESFA or via the Defence Apprenticeship Levy account.

The Authority shall endeavour to issue notice of cessation to the Service Provider with as much notice as that provided to the Authority. The cessation date(s) for enrolments shall be at the discretion of the Authority.

17.5. Where cessation of enrolments is enacted under the provisions of Clause 17.4 the Service Provider shall continue to support Learners already on programme to completion in accordance with the provisions of this Contract.

Changes to the Specification

17.6. The Specification forms part of the Contract and all Contract Deliverables to be supplied by the Contractor under the Contract shall conform in all respects with the Specification.

17.7. The Contractor shall use a configuration control system to control all changes to the Specification. The configuration control system shall be compatible with ISO 9001 (latest published version) or as specified in the Contract.

18. ENVIRONMENTAL REQUIREMENTS

18.1. The Contractor shall in all their operations to perform the Contract, adopt a sound proactive environmental approach that identifies, considers, and where possible, mitigates the environmental impacts of their supply chain. The Contractor shall provide evidence of so doing to the Authority on demand.

19. AUTHORITY RESPONSIBILITIES

19.1. The Authority shall be responsible for:

19.1.1. providing details of the mandatory training courses required for personnel working on a MOD site and notifying both the individual and the Service Provider of these requirements within fourteen calendar days of the Service Provider notifying the Authority of an individual's Apprenticeship Start Date;

19.1.2. where required, Security Clearance at or above Security Check (SC) level.

20. SERVICE PROVIDER RESPONSIBILITIES

20.1. The Service Provider shall also be responsible for:

- 20.1.1. ensuring that contracted personnel complete any mandatory training required by the MOD for personnel working on an MOD site within the first three months of starting work on the MOD site. and
- 20.1.2. ensuring that contracted personnel maintain any essential skills, qualifications or accreditation required for their role, at no cost to the Authority.
- 20.2. The Service Provider shall ensure the continuity in post of skilled staff, in so far as this lies within their control. They shall maintain sufficient employees to carry out the Contract and ensure that all of their employees are adequately trained, qualified and experienced to achieve the required standards.
- 20.3. The Service Provider shall keep the Authority (Designated Officer) informed on any industrial relations problems or other impending difficulties likely to delay or impede the performance of the Contract and use all reasonable endeavours to avoid industrial disputes or stoppages involving staff employed for the purposes of the Contract. Notwithstanding the foregoing, such disputes and industrial stoppages are strictly a matter for the Service Provider and the Authority will grant no relief under the terms of the Contract in such event.
- 20.4. The Service Provider shall understand each Learners' line management structure and how it fits in the Chain of Command (CoC) in order to carry out the requirements defined in Schedule 1 (SOR).
- 20.5. The Service Provider's staff must ensure the staff that come into unsupervised face-to-face contact with apprentices have enhanced Disclosure and Barring Service (DBS) clearance before carrying out their duties. The Service Provider must inform the Authority immediately of any Service Provider staff referred to DBS following a complaint. Additional responsibilities are contained within Condition 38 (Security) of this Schedule 3 (Ts&Cs).
- 21. SERVICE PROVIDER RECORDS
- 21.1. The Service Provider shall maintain all records specified in and connected with the Contract (expressly or otherwise) and make them available to be examined or copied, by or on behalf of the Authority, as the Authority may require.
- 21.2. The Service Provider shall upon request produce such records for inspection by the Authority (including all statistical information gathered for the purposes of performance requirements and quality assurance monitoring); such records will be the property of the Authority and will not be released, published or disposed of without the approval of the Authority (Designated Officer).

- 21.3. The Service Provider shall give the Authority, including the BSS Provider, ready access to all work in progress and completed work. Inspections by the Authority may be made on a “no notice” basis.
- 21.4. The records referred to in this contract shall be retained for a period of at least seven (7) years from:
 - 21.4.1. the end of the Contract term or;
 - 21.4.2. termination of the Contract; whichever occurs latest; or
 - 21.4.3. the end of a Learner’s Apprenticeship if this occurs during the contract period.

22. PRECEDENCE

- 22.1. In performing its obligations under this Contract, the Service Provider shall:
 - 22.1.1. Provide the Services and carry out all other obligations under this Contract, in accordance with the terms of this Contract, all relevant Legislation, ESFA Rules, L&D Standard Operating Procedures (SOPs), and Good Industry Practice;
 - 22.1.2. In consultation with the Authority, and where appropriate, develop such policies and procedures, which are likely to improve/enhance the provision of the Service and shall comply with such policies and procedures once they have been agreed with the Authority; and
 - 22.1.3. Obtain and maintain all necessary Consents.
- 22.2. In the event of any inconsistency or conflict between the obligations of the Service Provider referred to in sub-Clause 22.1.1 of this Condition the following order of precedence shall apply:
 - 22.2.1. Statutory Legislation;
 - 22.2.2. Education and Skills Funding Agency (ESFA) Rules;
 - 22.2.3. This Schedule 3 (Ts&Cs);
 - 22.2.4. Schedule 1 - Statement of Requirements (SOR);
 - 22.2.5. Standard Operating Procedures (SOPs) subject to regular review/update;
 - 22.2.6. Schedule 2 – Price;
 - 22.2.7. Schedule 7 – Service Delivery Plan (Technical Tender Submission) at contract award;

22.2.8. All other Schedules;

22.2.9. Other ancillary documents referred to in this Contract;

22.2.10. Good Industry Practice.

22.3. In the event of any conflict between the General Conditions of the Contract and the Special Conditions of the Contract then the Special Conditions of the Contract shall prevail.

22.4. Each Party is to notify the other in writing forthwith upon the Authority's Representative or the Service Provider's Representative becoming aware of any discrepancy, inconsistency or divergence between the documents referred to in Clause 22.2 of this Condition. The Parties must seek to resolve such discrepancy, inconsistency or divergence as soon as practicable. Where they fail to do so and either Party considers the discrepancy, inconsistency or divergence to be material, then the matter may be referred to Schedule 4 (Dispute Resolution Procedure).

23. PRICE

23.1. The prices for delivery of the apprenticeship programmes shall be FIRM (i.e. non-variable) for years one (1) to three (3) of the contract and Fixed priced (i.e. variable) for years four (4) to six (6) of the contract as specified in Schedule 2 (Price).

23.2. Prices in Schedule 2 (Price) are based on the assumption that the apprentice has no prior learning necessary to achieve the relevant apprenticeship. If the Learner has RPL, the content and price shall be reduced by negotiation with the Authority in accordance with SOP 3 and ESFA funding rules.

23.3. Prices in Schedule 2 (Price) for delivery of each apprenticeship programme are fully inclusive of all Travel and Subsistence costs associated with Service Provider personnel travelling to and from MOD sites within UK (including Wales, Scotland & NI).

23.4. The overall cost for delivery of an Apprenticeship to the Authority shall not exceed the maximum-capped price for the relevant DfE Funding Band for each Apprenticeship, taking into account those elements of the Apprenticeship delivered in-house by the Authority as well as those elements of the Apprenticeship delivered by the Service Provider (the latter elements being covered by the Contract Price) and in the case of standards, the costs allocated to the EPA.

23.5. Where there has been a change of Service Provider Contract, prices payable for Carry-in Learners shall be determined in accordance with Annex B (Payment Methodology) to this Schedule 3 (Ts&Cs).

24. PAYMENT & CP&F - THE AUTHORITY'S ELECTRONIC PAYMENT SYSTEM:
CONTRACTING, PURCHASING & FINANCE

- 24.1. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under Clause 24.2 the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
- 24.2. The Contractor shall submit claims for payment monthly in arrears to the Authority (Designated Officer).
- 24.3. Where the Contractor submits an invoice to the Authority in accordance with Clause 24.2, the Authority will consider and verify that invoice in a timely fashion.
- 24.4. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- 24.5. Where the Authority fails to comply with Clause 24.3 and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of Clause 24.4 after a reasonable time has passed.
- 24.6. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under the Contract.
- 24.7. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.
- 24.8. Annex B (Payment Methodology) to this Schedule 3 (Ts&Cs), provides details of how payment shall be calculated.
- 24.9. The Service Provider shall prepare full supporting documentation (including copies of receipts) relating to delivery of Stand Alone Functional Skills training in support of each claim in order that sums invoiced can be linked directly to the Statement of Requirements and the price agreed at the start of each Academic Year as described at Annex B (Payment Methodology) to this Schedule 3 (Ts&Cs). Approval for payment of the Service Provider's invoice shall not be given until the Authority (Designated Officer) has formally certified that the work to which the invoices refers has been undertaken and has been completed to a satisfactory standard. All records will be made available to L&D in advance of the claim for payment being submitted.

- 24.10. No claim by the Service Provider for additional payment will be allowed on the grounds of any misunderstanding or misinterpretation of the SOR or any instruction given. The Service Provider shall not be released from any risks or obligations imposed on or undertaken by him under the Contract on any such grounds or on the grounds that they did not, or could not, foresee any matter which might affect or have affected proper execution of the Contract.
- 24.11. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time by the Service Provider to the Authority against any amount payable by the Authority to the Service Provider under the Contract, or under any other contract with the Authority, or with any other Government Department.
- 24.12. In the event that ESFA are satisfied that the Service Provider has breached the funding rules and seek to recover all or part of their funding from the Authority, the Authority shall in turn recover the relevant funds from the Service Provider.
- 24.13. In the event that the ESFA reduces the amount of funding available, the Authority shall in turn review the pricing with the Service Provider and furthermore may, on the grounds of affordability, cease delivery against any Apprenticeship Standard currently delivered under this contract.

25. LEARNER DEMAND

- 25.1. The actual levels of Learner demand for the Apprenticeship programme under the Contract may be lower or higher than any estimated range of demand given by the Authority at the outset. The Authority accepts no liability for, nor offers any guarantee to the Service Provider in respect of, the accuracy of projections of estimated Learner enrolments for the programmes as detailed in Schedule 1 (SOR).
- 25.2. The Service Provider shall be expected to show flexibility in order to meet the demands of a continually-changing Learner population and Learner availability. The Learner population is dependent upon the Army's recruitment of soldiers and thus Learner numbers cannot be guaranteed.

26. TRAVEL & SUBSISTENCE

- 26.1. When Service Provider personnel are required to travel, either within UK (including Wales, Scotland & Northern Ireland) or overseas, for the purposes of delivery of apprenticeship training or assessments under the requirements of the Contract, all hotel accommodation, transport and supporting travel arrangements, including purchase of visas, vaccinations/ preventative medical treatment and health insurance will be the responsibility of the Service Provider.

- 26.2. Further to Clause 23.3, the Contract prices shall therefore fully incorporate the UK travel and subsistence costs incurred by the Service Provider's personnel in connection with the delivery of apprenticeship training.
- 26.3. Should the Authority require Service Provider personnel to travel overseas, the price shall be agreed on a case-by-case basis in accordance with SOP 10 (Overseas Policy).
- 26.4. For the avoidance of doubt, no other allowances shall be paid by the Authority to the Service Provider.

27. SERVICE PROVIDER'S PERSONNEL

- 27.1. Where specific personnel have been proposed by the Service Provider for the performance of the Contract, the Service Provider shall take all reasonable steps to avoid changes to such personnel and any changes which are unavoidable shall be brought to the immediate attention of the Authority which reserves the right, acting reasonably, to reject such alternative personnel as the Service Provider may then propose. The agreement by the Authority, whether notified or otherwise, to any personnel shall not prejudice the requirement upon the Service Provider to perform the Contract.
- 27.2. If in the opinion of the Authority, acting reasonably, any of the Service Provider's employees associated with the performance of the Contract shall misconduct themselves or be incapable of efficiently performing their duties or it shall not be in the public or National interest for any such person to be employed or engaged by the Service Provider in the performance of the Contract then the Service Provider shall remove such person without delay on being required to do so by the Authority (Designated Officer) and, subject to Clause 27.1 of this Condition, shall cause the work to be performed by such other person or persons as may be necessary in default.
- 27.3. The Service Provider shall notify the Authority immediately of any circumstances where the Service Provider becomes aware of an actual or potential conflict of interest which would affect either the Service Provider or any of its personnel engaged in the performance of work under this Contract. In the event of any actual or potential conflict, the Authority shall deal with it in accordance with the provisions of Clause 27.2 of this Condition.

28. SAFEGUARDING LEARNERS

- 28.1. The Service Provider shall comply fully with SOP 12 and shall co-operate with, and provide information to, the Army Safeguarding lead as requested; to give assurance that adequate arrangements exist for Learner Safeguarding to enable the Authority and the ESFA to review Learner incidents.

29. DIVERSITY AND INCLUSION

- 29.1. The MOD and its agencies are committed to and operate a policy of equality and diversity for its entire staff and recruits.
- 29.2. The Authority, in line with the Common Inspection Framework (CIF), aims to promote equality and diversity, tackle discrimination and narrow the achievement gap.
- 29.3. The Service Provider shall cooperate with the Authority and reinforce the achievement of these aims.

30. QUALITY ASSURANCE

- 30.1. The Service Provider shall undertake the services in accordance with the quality requirement set out in Schedule 1 (SOR), and in addition to the current and any future ESFA guidelines, prevalent Awarding Body standards and any applicable extant and future SOPs.

31. FUNDING ASSURANCE REVIEW

- 31.1. The Service Provider shall provide the L&D Army Apprenticeships Team with appropriate Learner records to satisfy the ESFA Audit Team, which has a statutory responsibility for the provision of audit services to the ESFA.
- 31.2. The Service Provider shall provide the necessary records to the L&D Army Apprenticeships Team no later than seven calendar days following receipt of a formal request.
- 31.3. The Service Provider shall be subject to regular internal Funding Assurance Review audits and shall adhere to SOP 5 (Audit).

32. ACCOUNTING PRINCIPLES

- 32.1. The Service Provider shall at all times maintain a full record of particulars of the costs of conducting its business including all books of account kept in accordance with generally accepted UK accounting principles, showing in detail:
 - 32.1.1. administrative overheads;
 - 32.1.2. capital and revenue expenditure;
 - 32.1.3. such other cost items as the Authority may reasonably require from time to time in order to conduct cost audits for verification of cost expenditure or estimated expenditure, for the purposes of this Contract.

33. MONITORING AND COMPLIANCE

- 33.1. For the purposes of ensuring compliance with this Contract the Apprenticeship Programme Board and Steering Group Management Board shall be entitled to monitor the apprenticeship programme. Any concerns over the Contract performance may be dealt with in accordance with DEFCON 530 – Dispute Resolution (English Law) utilising the process within Schedule 4 (Dispute Resolution Procedure).
- 33.2. The Designated Officer may inspect, or arrange for the inspection of, the delivery of the apprenticeship programme or any part thereof at any reasonable time during the period of the Contract. This shall include, but not be limited to, access to all learner administration files, records of completion of apprenticeship competences and units and Learner portfolios (whether paper or electronic). When the Authority wishes to exercise its rights of inspection under this Condition, the Contractor shall give to the Designated Officer and any other person nominated by the L&D Army Apprenticeships Team full and free access to the apprenticeship programme.

34. PERFORMANCE

- 34.1. The Service Provider shall provide and maintain an organisation of a standard commensurate with the performance of all of their obligations under the Contract and have facilities and employees of appropriate qualifications and experience to undertake the said obligations with all due care, skill and diligence.
- 34.2. Only persons with appropriate qualifications and competence for the tasks on which they are engaged shall be employed by the Service Provider under this Contract. The Service Provider shall ensure that persons employed on this Contract meet the Awarding Body and ESFA requirements.
- 34.3. Should the ESFA remove the Service Provider from the APAR for any reason, this will be considered a Fundamental Breach of Contract, and the Authority reserves the right to immediately terminate the Contract under such circumstances. In this event, the Service Provider shall comply with its obligations in relation to the Exit Plan and Transition Activity Checklist.
- 34.4. If the Authority considers that any service provided by the Service Provider has not been delivered in accordance with the Contract, they shall (without prejudice to any other remedy available) require the Service Provider to undertake rectification action as stipulated by the Authority, within an agreed period, and to the Authority's satisfaction. Such action shall be undertaken at no additional cost to the Authority.

- 34.5. If at the end of the agreed period the rectification action undertaken by the Service Provider does not remedy the problem, the Authority shall determine whether:
- 34.5.1. the period may reasonably be extended and progress will be reviewed again in accordance with this Clause 34.5; or
- 34.5.2. the Service Provider must produce and submit to the Designated Officer a detailed Recovery Plan as per Clause 34.6 below.
- 34.6. Recovery Plan – the requirement for a Plan can be triggered by Clause 34.5 of this Schedule 3 (Ts&Cs), or by Schedule 6 (Performance Monitoring). The Plan shall detail the Service Provider's proposals (including timescales which must be agreed with the Authority) to resolve the poor performance and restore performance in accordance with Schedule 1 (SOR) and Schedule 6 (Performance Monitoring). Notwithstanding the Authority's other contractual rights, the Authority may request the Service Provider to propose further amendments to their proposed Recovery Plan so that it becomes acceptable to the Authority. For the avoidance of doubt, comment and discussion by the Authority on the remedial plan does not, and shall not, be interpreted as express or implied acceptance of the contents of the Recovery Plan. The responsibility remains that of the Service Provider.
- 34.7. Implementation and progress on the actions introduced by the Service Provider as a result of the Recovery Plan shall be reviewed through the Governance structure, starting at the next Working Group Management Board in accordance with the requirements of Schedule 1 (SOR).
- 34.8. If the achieved performance level remains below the required standard at the monthly review meeting following the end of the agreed timescale for the implementation of the Recovery Plan, then the Authority shall treat this as a contractual default and may apply the remedies detailed in Condition 49 (Default/Step in Rights) of this Schedule 3 (Ts&Cs) for contractual breaches caused by the Service Provider.
- 34.9. If Clauses 34.4 to 34.7 of this Condition have been exhausted to their fullest extent, and the Service Provider fails to deliver any of the services under the Contract to a satisfactory standard and fails at the monthly progress meeting to provide a reasonable response to the failure(s), the Authority shall be entitled to withhold payment in respect of those services, pending resolution of the unsatisfactory work. Once the residual work has been signed off by the Authority (Designated Officer) as having met the required satisfactory standard, the Service Provider shall be entitled to claim payment for the withheld payments.

35. REPORTS & MEETINGS

- 35.1. The Service Provider shall, as required by the Designated Officer, provide the reports detailed in Schedule 1 (SOR) and Annex F (Governance and Meetings) to this Schedule 3 (Ts&Cs).

36. ARMY APPRENTICESHIP BUSINESS SUPPORT E-PLATFORM

- 36.1. The Army Apprenticeships Team shall provide a groupware system on an EPlatform known as a "Knowledge Management System". The Authority will grant the Service Provider access to this Knowledge Management System at no cost to the Service Provider.
- 36.2. The Service Provider and any employee of the Service Provider shall use this Knowledge Management System solely for the purpose of performing its obligation under this Contract.
- 36.3. The Knowledge Management System is accessed via the internet using a login and password that are issued to specific users by the Authority and are not transferable. Logins and Passwords for Individual authorised users will be issued by the Authority. The Service Provider shall be responsible for providing IT equipment to enable its employees to access the Knowledge Management System.
- 36.4. Should any employee of the Service Provider who has been granted access to the E-Platform system leave the employment of the Service Provider or cease to be involved in the performance of the obligation under this Contract, the Service Provider shall immediately inform the L&D Army Apprenticeships Team to enable the login and password to be terminated.
- 36.5. The Authority accepts no liability in relation to the E-Platform Systems availability. The Authority will endeavour to, within reason, report any faults with the system, and communicate such issues to the Service Provider, in accordance with the communication procedures in place.

37. DATA MANAGEMENT

- 37.1. The Service Provider is required to enter learning information, as required by the L&D Army Apprenticeships Team, to populate the Authority's Management Information System. The Management Information System database shall be the primary database for the Army Apprenticeships and shall be the only database from which ESFA returns are made, unless the ESFA mandates the use of an alternative.

- 37.2. The Service Provider shall enter learner information on the mandated Management Information System in accordance with the Authority and ESFA requirements for timely entry of data. The Service Provider shall supply data on each individual Learner, to L&D Army Apprenticeships Team, in accordance with the Army Apprenticeships Team requirements, the 'data collections' framework and the ILR Specification (as published from time to time on the ESFA website or other ESFA publications). The Service Provider shall ensure that data held on the Management Information System remains up to date at all times.
- 37.3. User login identities and passwords will be supplied by the L&D Army Apprenticeships Team to the Service Provider for the purposes of accessing the Management Information System. Should any employee provided with a login and password leave the employment of the Service Provider, the Service Provider shall immediately notify the L&D Army Apprenticeships Team to enable the login and password to be terminated.
- 37.4. The L&D Army Apprenticeships Team shall monitor the quality of data using the ESFA provided Funding Information Suite (FIS) and the ESFA submit learner data service and shall require the Service Provider to correct any errors or warnings that the FIS may return. The Authority may require the Service Provider to monitor the quality of data using the ESFA Data Self-Assessment Toolkit (DSAT) or other similar diagnostic tools which may be approved by the ESFA. The Authority shall inform the Service Provider where it is concerned about the quality of the data, including the completeness or accuracy of the data, provided by the Service Provider. If the Service Provider is unable to rectify the situation, the Authority shall require the Service Provider to supply data more frequently as the Authority shall reasonably require. The Authority shall require the Service Provider, at its own cost, to carry out such work as the Authority deems necessary to improve the quality of the data.
- 37.5. The L&D Army Apprenticeships Team, acting reasonably, reserves the right to suspend payments to the Service Provider where data quality gives rise to concern about the accuracy of the data provided, and where these concerns are not adequately addressed by the Service Provider, in accordance with the measures set out in Condition 34 (Performance) of this Schedule 3 (Ts&Cs), within a reasonable timescale.
- 37.6. The Service Provider shall use a learner tracking system to monitor Learner progress on the apprenticeship programmes. The Service Provider shall use the Learner Tracking module in the L&D Management Information System (or ESFA mandated database) to monitor Learner progress on the apprenticeship programmes. All significant progress, including Functional Skills, Reviews, ERR, placements and any mandated qualifications,

for each Learner against their planned learning programme must be recorded on the Authority Management Information System (or ESFA mandated database).

- 37.7. The Service Provider shall enter the data on the L&D Management Information System (or ESFA mandated database) in the format directed by the Authority. The Service Provider shall provide free and unrestricted access to the data and shall provide reports to the Authority as requested.
- 37.8. The Service Provider shall use the Management Information System Placement Tab to record the placement/postings of learners in the Field Army in the format directed by the Authority.
- 37.9. The Service Provider shall not switch from use of the Authority's Management Information System (or ESFA mandated database) to any another data storage & retrieval system unless expressly agreed in writing by the Authority. The Authority, acting on instruction from the ESFA, may require the Service Provider to move to another form of data transmission during the term of the Contract. Any such change shall be at no additional cost to the Service Provider.

38. SECURITY

- 38.1. The Service Provider shall be required to ensure that any staff provisioned to deliver any part of the Services detailed in Schedule 1 (SOR) shall submit themselves to MOD security clearance procedures as required by the Designated Officer.
- 38.2. The Service Provider shall provide the Authority (Designated Officer) with Personal details of any of the Service Provider employees requiring access to Establishments. The Authority reserves the right to refuse entry to any individuals, or to require that they be removed from an Establishment at any time without explanation.
- 38.3. The Service Provider shall comply with any reasonable security measures requested by the Authority and shall comply with extant security procedures prevalent in the Establishments.
- 38.4. No employee of the Service Provider is to be allowed access to classified information or material unless prior clearance to receive information of the appropriate security classification has been authorised by the Authority (Security Officer), and the employee holds an appropriate level of personal security clearance.
- 38.5. The Service Provider shall additionally be responsible for:

- 38.5.1. Notifying the Authority of reportable incidents in accordance with the Security Aspects Letter;
- 38.5.2. Ensuring that no classified information stemming from lectures, discussions or other activities arising from this Contract is to be passed to any unauthorised person or anyone outside of the Contract or is to be used for any purpose outside of the Contract unless express prior permission has been given, in writing, by the Authority (Security Officer);
- 38.5.3. Ensuring that the highest standards of privacy and confidentiality are maintained by their employees in relation to documents that originate from the Authority, whether they carry a classification making or not, with which they are entrusted. The same standards of privacy and confidentiality shall be applied to information acquired orally. Unauthorised divulgence of Protected Material or information (including, for example, Reportable OFFICIAL and OFFICIAL- SENSITIVE) can damage the reputation of an individual, of the Service Provider, of the Authority or of the Establishment. The Service Provider shall be aware that the Authority attaches great importance to the protection of such information;
- 38.5.4. Ensuring the proper handling, processing and storage of all classified documents, and other material, held by the Service Provider;
- 38.5.5. Ensuring the proper disposal or destruction of such documents and material;
- 38.5.6. Making arrangements for their new employees to be briefed on their security responsibilities in relation to the Contract;
- 38.5.7. Making arrangements for continuation security training of their employees as required by the Authority; and
- 38.5.8. Where a post has been identified as DBS, the Service Provider shall ensure that all personnel are DBS checked and have enhanced clearance prior to commencement of work on the contract.

Working at and/or visiting Establishments

- 38.6. The Service Provider's employees working in or visiting Establishments must display security passes issued by the Authority at all times when the employees are present at the Establishment. Such passes shall remain the property of the Authority and shall be surrendered on demand.

- 38.7. The Service Provider's employees shall consent to the servants or officers of the Authority searching any vehicles, containers, equipment, work bags and other chattels (together "the chattels") owned by the Service Provider and/or their employees whilst the chattels are on the Establishment and/or as a condition of their access to the Establishment. Routine checks may be carried out on any person within, entering or leaving the Establishment (and any other Government establishment), and such a person must be prepared to accept as a condition of entry the obligations to be stopped and searched and to have their vehicle(s) and chattels examined. The Authority reserves the right to deny access to, or expel from, the Establishment (and any other Government establishment) any persons who do not consent to their being searched.
- 38.8. The Service Provider shall accept (without prejudice to any other remedies which the Authority may have) full responsibility for any loss or delay in performance of the Contract caused directly or indirectly by the expulsion of or refusal to allow entry to a Service Provider employee and the like who does not consent to being searched.
- 38.9. In addition to the requirements of other Conditions of the Contract, security requirements or other local procedures as laid down in Establishment Standing Orders/Instructions shall be stringently enforced by the Service Provider.
- 38.10. The Service Provider shall appoint one of their employees as the Service Provider's Security Officer who will be responsible, in consultation as necessary with the Authority (Security Officer) and Establishment Security Officer for the implementation of all security arrangements concerning the Service Provider's employees together with the area(s) in which they are employed, their offices and equipment.
- 38.11. The Service Provider shall provide the Authority (Security Officer) and Establishment Security Officer with:
- 38.11.1. Full personal details of all of the Service Provider's employees and visitors sponsored by the Service Provider, and will not be permitted to introduce any such employees or visitors to the Establishment (or any other Government establishment) until they have been given prior security clearance by the Authority; the Authority reserves the right to refuse entry to any individuals, or to require that they be removed at any time without explanation;
- 38.11.2. With the assistance of the Establishment Security Officer as appropriate, details of all of the Service Provider's employees requiring access to classified information and materials for their work at the Establishment; no employee of the Service Provider is to be allowed access to classified information or material

unless prior clearance to receive information of the appropriate security classification has been authorised by the Establishment Security Officer.

38.12. The Authority shall be responsible for:

38.12.1. Issue of vehicle passes to those of the Service Provider's employees who have been authorised to bring vehicles into the grounds of the Establishment;

38.12.2. Notification and briefing of security alert states as necessary;

38.12.3. The provision, maintenance and checking of approved security furniture.

38.13. The Service Provider shall additionally be responsible for:

38.13.1. Ensuring that no classified material held by the Service Provider in connection with this Contract is removed from the Establishment unless express prior permission has been given, in writing, by the Authority (Designated Officer).

38.13.2. Ensuring the proper handling, processing and storage of all classified documents, and other material held at the Establishment, including the library department(s);

38.13.3. Ensuring the proper disposal or destruction of such documents and material held by them;

38.13.4. Making arrangements for their new employees to be briefed on their security responsibilities at the Establishment; and

38.13.5. Making arrangements for continuation security training of their employees as required by the Establishment Security Officer.

39. CYBER SECURITY

39.1. Further to DEFCON 658, the Cyber Risk Level of the Contract (RAR 2404185A08) is assessed as High, as defined in Def Stan 05-138.

39.2. The Service Provider shall reassess the cyber security controls that they have in place every year, on the anniversary of the date of commencement of the Contract and shall inform the Authority's Designated Officer if the status of their cyber security rating changes. Where necessary, the Service Provider shall devise and implement a Cyber Implementation Plan (CIP) to address any shortcomings in their cyber security controls.

39.3. Where an agreed Cyber Implementation Plan (CIP) is required, or becomes required in the course of the Contract, the Service Provider shall provide the details of their CIP to the Authority (Pers Pol) who shall arrange for the CIP to be inserted into the Contract Documentation as a Schedule to the Contract; and the Service Provider shall then meet

the agreed timescales set out within the CIP for implementation of the necessary security controls.

- 39.4. The Service Provider shall notify the JSyCC WARP, in accordance with [Industry Security Notice \(ISN\) 2023/11](#) as amended or updated from time to time, and the Contractors NSA/DSA, immediately in writing as soon as they know or believe that a Cyber Security Incident has or may have taken place providing initial details of the circumstances of the incident and any mitigation measures already taken or intended to be taken, and providing further information in phases, as full details become available. For the avoidance of doubt, this includes incidents that could have compromised data even if there was no actual breach.

40. DATA PROTECTION

- 40.1. The Service Provider shall ensure that any Personal Data is protected in accordance with DEFCONs 531 and 532B. Annex D (DEFFORM 532) to this Schedule 3 (Ts&Cs) defines the Personal Data concerned, the source of the data and the processes to be applied to it and the intended disposal of the Personal Data after processing. Personal Data held on any portable device shall be encrypted in accordance with Defence policy (the current Defence policy will be made available via the Army Apprenticeship Team's E-Platform Site).
- 40.2. The Service Provider shall ensure that any e-mail transmissions containing Personal Data are protected in accordance with Schedule 1 (SOR). The password shall be communicated to the address separately from the e-mail containing the encrypted material. No single transmission shall contain the Personal Data for more than 1000 individuals without permission of the Authority. (This is an evolving MOD data protection policy and latest changes to this policy will be notified to Service Providers where appropriate).
- 40.3. The Service Provider shall report at the earliest opportunity all security breaches and actual or suspected losses of data to the L&D Security Officer. Such losses shall be subject to formal investigation by the relevant MOD organisation, Ministry of Defence Police (MDP), Royal Military Police (RMP) or Military Intelligence (MI) section, depending on the location and the circumstances.
- 40.4. The Authority will enable the Service Providers to purchase specialist IT consumables, i.e. colour coded and/or encrypted Removable Media, from authorised MOD suppliers if requested to do so.

- 40.5. The Service Provider shall ensure that all employees who handle any Personal Learner Data shall complete the Authority's mandatory data protection training, which the Authority shall make available to the Service Provider. The Service Provider shall ensure that all employees complete this training and the associated assessment on an annual basis. The Service Provider shall maintain a register of all employees successfully completing the assessment and this register shall be made available to the Authority on demand for inspection.

41. CONFIDENTIALITY OF INFORMATION

- 41.1. Any and all information together with any documentation, specification or computer software and the like which contain it, and which is provided by the Authority to the Service Provider for the purposes of the Contract (together "the information") shall be treated as received "in confidence" and used only for the purposes of the Contract.
- 41.2. The Service Provider agrees that they shall not:
- 41.2.1. Copy the information in any manner;
 - 41.2.2. Remove the information from the Establishment in any material form;
 - 41.2.3. Disclose the information, or any part of it, to a third party or use the information for any purpose other than for the purpose of performing work for the Authority pursuant to the Contract without the express permission of either the Authority (Commercial Team) or, if appropriate, the IPR owner.
- 41.3. The restrictions and obligations set out at Clause 41.2 of this Condition shall not apply to any of the information which the Service Provider can show to the satisfaction of the Authority (Commercial Desk Officer):
- 41.3.1. was already known to the Service Provider prior to their examination of it at the Establishment and otherwise than by communication from the Authority;
 - 41.3.2. Is rightfully received by the Service Provider from a third party without any obligations or confidence; or
 - 41.3.3. Has been generated independently by the Service Provider prior to its being made available by the Authority pursuant to the Contract.
- 41.4. The restrictions and obligations at Clause 41.2 of this Condition shall cease to apply to any of the information, which is the subject of this Condition and which, subsequent to its being made available by the Authority for examination by the Service Provider comes into the public domain otherwise than through a breach of this Condition or any other contract.

- 41.5. Nothing in this Condition or any other Condition of the Contract shall be interpreted as constituting or implying a transfer, assignment or licence of rights in any of the information made available by the Authority.
- 41.6. The Service Provider shall at all times hereafter indemnify, and keep indemnified, the Authority in respect of any claim against the Service Provider or the Authority arising out of the failure to discharge fully their responsibilities under this Condition.
- 41.7. Information deriving from, or relating to the Contract, and the services provided under the Contract, the Establishment or the Ministry of Defence as a whole may not be communicated to a third party without the prior specific permission to do so, in writing, from the Authority (Designated Officer).
- 41.8. The provisions of this Condition shall survive indefinitely notwithstanding the termination of the Contract.
42. CONTROLLED INFORMATION
- 42.1. This Condition shall apply in addition to and notwithstanding DEFCON 531 (Disclosure of Information) or any other confidentiality Condition of the Contract.
- 42.2. For the purposes of this Condition 'Controlled Information' shall mean any information in any written or tangible form which is disclosed to the Service Provider by or on behalf of the Authority under or in connection with the Contract, and which is identified by the legend 'Controlled Information' or other approved legend notified to the Service Provider. Controlled Information shall exclude information provided by oral communication.
- 42.3. The Service Provider shall:
- 42.3.1. hold the Controlled Information and not use it other than for the purpose of discharging its obligations under the Contract;
 - 42.3.2. not copy the Controlled Information except as strictly necessary for the purpose of discharging its obligations under the Contract;
 - 42.3.3. not disclose the Controlled Information to any third party unless so authorised in writing beforehand by the Authority;
 - 42.3.4. protect the Controlled Information diligently against unauthorised access and against loss; and,
 - 42.3.5. act diligently to ensure that:

- 42.3.6. Controlled Information is disclosed to its employees only to the extent necessary for the purpose of discharging its obligations under the Contract;
- 42.3.7. employees to whom Controlled Information is disclosed are made aware of and required to comply with the terms of this Condition.
- 42.3.8. Where Controlled Information is provided to the Service Provider, it shall:
- 42.3.9. compile a register of that Controlled Information, which shall include explicit description of the Controlled Information, a record of the number of copies made and a record of all access to the Controlled Information, including access to any copies of the Controlled Information;
- 42.3.10. maintain this register for the duration of the Contract and for two years following completion of the Contract;
- 42.3.11. make the register of access available to the Authority upon reasonable notice for inspection and audit for so long as it is required to be maintained under this Condition; and,
- 42.3.12. at the completion of the Contract, return to the Authority all original and duplicate copies of the Controlled Information, or else at the Authority's option destroy these copies and provide a certificate of destruction to the Authority.
- 42.4. This Condition shall not diminish or extinguish any right of the Service Provider to copy, use or disclose any other information to the extent that it can show:
 - 42.4.1. that the information concerned was or has become published or publicly available for use without breach of any provision of the Contract or any other agreement between the parties;
 - 42.4.2. that the information was already known to it (without restrictions on disclosure or use) prior to receiving it under or in connection with the Contract;
 - 42.4.3. that the information concerned was lawfully provided by a third party without restriction on use or further disclosure; or
 - 42.4.4. from its records, that the information was derived independently of the Controlled Information;
 - 42.4.5. to the extent that copying use or disclosure of this other information shall not disclose its relationship to any Controlled Information.

43. INSURANCE

- 43.1. The Service Provider will be required to maintain adequate insurance and professional indemnity cover for all of their activities in the performance of the Contract and any liabilities arising there from.
- 43.2. The Authority reserves the right, acting reasonably, to require the Service Provider to provide evidence of the method used to affect such cover, at any time during the period of the Contract. Any such request shall not in any way constitute the Authority's approval or acceptance of either the chosen method or the extent of the cover afforded. The Service Provider will be required to ensure that their personnel travelling overseas have appropriate medical insurance.
- 43.3. Without prejudice to the requirements of DEFCON 76, the Service Provider shall take out and maintain insurance against their liabilities under the Contract; and when required to do so by the Authority, shall produce for inspection by the Authority documentary evidence that the insurance required by this Condition has been taken out and is being maintained. This obligation is without prejudice to, and does not limit, the obligations of the Service Provider under the Contract. In particular, inspection of documents in accordance with this Condition shall not be taken as acceptance by the Authority that the insurance which the Service Provider holds is suitable for or sufficient to meet all their liabilities under the Contract.
- 43.4. The Authority shall be at liberty, subject to the agreement of the Service Provider and the Service Provider's Insurers to settle any claim against the Authority or any servant of the Crown coming within the scope of the indemnities given by the Service Provider in this Condition, by payment as a matter of grace of a sum to be agreed with the Service Provider and the Service Provider's Insurers by way of compensation, and the said indemnities shall cover any payment so made.
- 43.5. The indemnities contained in this Condition shall extend to all claims which are not legally enforceable against the Crown or the Authority but would be so enforceable if the Crown were a private person or if the Authority or the servant or agent were not a representative of or in the employment of the Crown and to all sums properly payable by the Crown to or in respect of any servant of the Crown in connection with any injury or loss arising in connection with the Contract, being sums which are payable under any statute, warrant, order, scheme, regulation or condition of service, for the benefit of the servant or their family or dependants, whether or not these are enforceable against the Crown.

44. LIMITATIONS ON LIABILITY**Definitions**

44.1. In this Condition 44 the following words and expressions shall have the meanings given to them, except where the context requires a different meaning:

44.1.1. **“Charges”** means any of the charges for the provision of the Services, Contractor Deliverables and the performance of any of the Contractor’s other obligations under this Contract, as determined in accordance with this Contract;

44.1.2. **“Data Protection Legislation”** means all applicable Law in force from time to time in the UK relating to the processing of personal data and privacy, including but not limited to:

- (1) UK GDPR;
- (2) DPA 2018; and
- (3) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) as amended, each to the extent that it relates to the processing of personal data and privacy;

44.1.3. **“Default”** means any breach of the obligations of the relevant Party (including fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party, its employees, servants, agents or sub-contractors in connection with or in relation to the subject matter of this Contract and in respect of which such Party is liable to the other. In no event shall a failure or delay in the delivery of an Authority responsibility or an activity to be carried out by the Authority or its representatives in accordance with the Contract be considered a Default;

44.1.4. **‘DPA 2018’** means the Data Protection Act 2018;

44.1.5. **“Law”** means any applicable law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, regulation, order, regulatory policy, mandatory guidance or code of practice judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body.

44.1.6. **“Term”** means the period commencing on 1st of August 2025 and ending 31st of July 2031 or on earlier termination of this Contract.

44.1.7. **‘UK GDPR’** means the General Data Protection Regulation (Regulation (EU)

2016/679) as retained in UK law by the EU (Withdrawal) Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019;

Unlimited liabilities

- 44.2. Neither Party limits its liability for:
- 44.2.1. death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable);
 - 44.2.2. fraud or fraudulent misrepresentation by it or its employees;
 - 44.2.3. breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - 44.2.4. any liability to the extent it cannot be limited or excluded by law.
- 44.3. The financial caps on liability set out in Clauses 44.4 and 44.5 below shall not apply to the following:
- 44.3.1. for any indemnity given by the Contractor to the Authority under this Contract, including but not limited to:
 - a) the Contractor's indemnity in relation to Schedule 5 (TUPE);
 - 44.3.2. for any indemnity given by the Authority to the Contractor under this Contract, including but not limited to:
 - a) the Authority's indemnity in relation to Schedule 5 (TUPE);
 - 44.3.3. breach by the Contractor of DEFCON 532B and Data Protection Legislation; and
 - 44.3.4. to the extent it arises as a result of a Default by either Party, any fine or penalty incurred by the other Party pursuant to Law and any costs incurred by such other Party in defending any proceedings which result in such fine or penalty.

Financial limits

- 44.4. Subject to Clauses 44.2 and 44.3 and to the maximum extent permitted by Law:
- 44.4.1. throughout the Term the Contractor's total liability in respect of losses that are caused by Defaults of the Contractor shall in no event exceed:
 - a) in respect of DEFCON 76 £150,000 in aggregate;

- b) in respect of DEFCON 514 £850,000 in aggregate;
 - c) in respect of DEFCON 611 £0.00 in aggregate;
 - d) in respect of DEFCON 612 £0.00 in aggregate; and
 - e) in respect of Other £100,000 in aggregate;
- 44.4.2. without limiting sub-Clause 44.4.1 and subject always to Clauses 44.2, 44.3 and sub-Clause 44.4.3, the Contractor's total liability throughout the Term in respect of all other liabilities, arising under warranty, under statute or otherwise under or in connection with this Contract shall be £1,100,000 in aggregate.
- 44.4.3. on the exercise of any and, where more than one, each option period or agreed extension to the Term, the limitation of the Contractor's total liability (in aggregate) set out in sub-Clauses 44.4.1 and 44.4.2 above shall be fully replenished such that on and from each such exercise or extension of the Term, the Authority shall be able to claim up to the full value of the limitation set out in sub-Clauses 44.4.1 and 44.4.2 of this Contract.
- 44.5. Subject to Clauses 44.2, 44.3 and 44.6, and to the maximum extent permitted by Law the Authority's total liability (in aggregate) whether in contract, in tort (including negligence), under warranty, under statute or otherwise under or in connection with this Contract shall in respect of all liabilities (taken together) be limited to the Charges paid by the Authority in the relevant Contract Year in respect of any and all claims in that Contract Year.
- 44.6. Clause 44.5 shall not exclude or limit the Contractor's right under this Contract to claim for the Charges.

Consequential loss

- 44.7. Subject to Clauses 44.2, 44.3 and 44.8, neither Party shall be liable to the other Party or to any third party, whether in contract (including under any warranty), in tort (including negligence), under statute or otherwise for or in respect of:
- 44.7.1. indirect loss or damage;
 - 44.7.2. special loss or damage;
 - 44.7.3. consequential loss or damage;
 - 44.7.4. loss of profits (whether direct or indirect);
 - 44.7.5. loss of turnover (whether direct or indirect);
 - 44.7.6. loss of business opportunities (whether direct or indirect); or
 - 44.7.7. damage to goodwill (whether direct or indirect),

even if that Party was aware of the possibility of such loss or damage to the other Party.

- 44.8. The provisions of Clause 43.7 shall not restrict the Authority's ability to recover any of the following losses incurred by the Authority to the extent that they arise as a result of a Default by the Contractor:
- 44.8.1. any additional operational and administrative costs and expenses arising from the Contractor's Default, including any costs paid or payable by the Authority:
 - a) to any third party;
 - b) for putting in place workarounds for the Contractor Deliverables and other deliverables that are reliant on the Contractor Deliverables; and
 - c) relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
 - 44.8.2. any or all wasted expenditure and losses incurred by the Authority arising from the Contractor's Default, including wasted management time;
 - 44.8.3. the additional cost of procuring and maintaining in place transitional assistance and replacement deliverables for the remainder of the Term and any option period or agreed extension to the Term (including legal and other consultants' fees, re-procurement project costs, other expenses associated with such exercise and any increase in the fees for the replacement services over and above the Contract Price that would have been payable for the relevant Contractor Deliverables);
 - 44.8.4. any losses arising in connection with the loss, destruction, corruption, inaccuracy or degradation of Authority data, or other data or software, including, to the extent the Authority data, other data or software can be recovered or reconstituted, the fees, costs and expenses of reconstituting such Authority data, data or software;
 - 44.8.5. damage to the Authority's physical property and tangible assets, including damage under DEFCONs 76 and 611;
 - 44.8.6. costs, expenses and charges arising from, or any damages, account of profits or other award made for, infringement of any third-party Intellectual Property Rights or breach of any obligations of confidence;
 - 44.8.7. any additional costs incurred by the Authority in relation to the Authority's contracts with a third party (including any compensation or interest paid to a third party by the Authority) as a result of the Default (including the extension or

replacement of such contracts);

44.8.8. any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty; or

44.8.9. any savings, discounts or price reductions during the Term and any option period or agreed extension to the Term committed to by the Contractor pursuant to this Contract.

Invalidity

44.9. If any limitation or provision contained or expressly referred to in this Condition 44 is held to be invalid under any Law, it will be deemed to be omitted to that extent, and if any Party becomes liable for loss or damage to which that limitation or provision applied, that liability will be subject to the remaining limitations and provisions set out in this Condition 44.

Third party claims or losses

44.10. Without prejudice to any other rights or remedies the Authority may have under this Contract, the Authority shall be entitled to make a claim under this Contract against the Contractor in respect of any losses incurred by the Authority which arise out of a claim made against the Authority by a third party under any contract with that third party provided that such third party claim:

44.10.1. arises naturally and ordinarily as a result of the Contractor's failure to provide the Contractor Deliverables or failure to perform any of its obligations under this Contract; and

44.10.2. is a type of claim or loss that would have been recoverable under this Contract if the third party were a party to this Contract (whether as the Authority or the Contractor), such claim to be construed as direct losses for the purpose of this Contract.

No double recovery

44.11. Neither Party shall be entitled to employ such rights and remedies available to it so as to seek to recover more than once in respect of the same loss, but the Authority shall be entitled to use (singly or together) such rights and remedies available to the Authority so as to recover the full extent of any recoverable losses suffered or incurred, including any remedies the Authority may have against any guarantor.

45. PUBLIC RELATIONS AND PUBLICITY

- 45.1. Responsibility for communicating with representatives of the press, both popular and technical, radio, television, and other communication media on all matters concerning this Contract and the Sites as a whole is borne solely by the Authority. The Service Provider or their agents shall not communicate with any such representatives in relation to any aspect of this Contract, the Sites or the Authority's operations without the prior consent of the Designated Officer.
- 45.2. The Service Provider shall not, and shall ensure that their agents shall not, without the prior written consent of the Authority's Project Manager, other than to fulfil its obligations to the Authority under this Contract, take photographs or video recordings of the provision of the Services, and shall take all necessary steps to ensure that no photographs or video recordings shall at any time be taken or published or otherwise circulated by any third party including, but not limited to, any visitors to the Sites.
- 45.3. The Authority reserves the right to publish information about the performance of the Service Provider and/or any other information as it may deem appropriate (acting reasonably) in order to comply with its statutory obligations.

46. ARMY BRANDING

- 46.1. If required by the Authority, and subject to obtaining prior permissions from the Directorate of Intellectual Property Rights, the Authority shall authorise the Service Provider to use Ministry of Defence and Corps Brands/Logos, for the purposes of promoting the Army Apprenticeship Programme, subject to any instructions concerning their use that might be given from time to time by the Designated Officer. The Authority will facilitate access to DIPR.
- 46.2. Full instructions on how the images, obtained under this Condition, shall be used are contained in paragraphs 9 to 24 of the 'British Army Brand Identity Instructions' (BABII) which is accessed on the Defence Brand Portal. On award of Contract the Service Provider shall register for use of the Defence Brand Portal on <http://www.defencebrandportal.mod.uk>. Electronic versions of the permitted brands shall then be provided by the Authority once the necessary permissions have been granted.
- 46.3. The Service Provider must not use any MOD or Corps Brands/Logos without prior written permission from the Authority (Directorate of Intellectual Property Rights).

47. CONFIDENTIALITY

47.1. Neither party shall without the written consent of the other (save as required by this agreement) disclose any of the contents of this Contract to any Third Party save: (in the case of both parties) for any necessary disclosure to professional advisers of that party;

47.1.1. (in the case of the Authority) to the ESFA or other organisation required to monitor its performance, including but not limited to, Awarding Bodies, Ofsted, Sector Skills Councils;

47.1.2. (in the case of both parties) when required to do so by a Statutory Body.

47.2. This Contract shall be subject to inspection and audit by the ESFA, Ofsted and other Government Agencies. The Service Provider shall be identified in any reports subsequently published in the public domain.

48. TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) (TUPE)

48.1. Where the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) is applicable to any of the Service Provider's employees, the Terms and Conditions in Schedule 5 (TUPE) shall apply.

49. DEFAULT/STEP IN RIGHTS

49.1. Should the Service Provider fail or neglect to render any service required of them under the Contract, or fail or neglect to perform any obligation imposed on them thereby, the Authority shall (without prejudice to any other remedy for breach of Contract) be at liberty to exercise 'Step-In Rights' and make such other arrangements as it may think proper for the rendering of that service or the performance of that obligation and to recover from the Service Provider the extra costs, if any, thereby incurred from the Service Provider in accordance with DEFCON 514. Where the Authority is obliged to reintroduce its own personnel for the rendering of that service, the costs for their provision will be established at full repayment cost.

49.2. In the event that the Authority exercise Step-In Rights under Clause 49.1 of this Condition then the Authority shall use all reasonable endeavours to obtain the rendering of alternative services as economically as is possible in the prevailing circumstances.

50. DEFAULT & RECTIFICATION

50.1. The Authority's Commercial Desk Officer may, by notice in writing, summarily determine the Contract (without prejudice to its rights and remedies in respect of a breach by the Service Provider of any of the provisions hereof) in whole or part without compensation if

in the opinion of the Authority the services or facilities provided by the Service Provider are not in all respects satisfactory and the Service Provider shall not have provided satisfactory services or facilities within the period as agreed between the parties, after notice has been given to the Service Provider specifying the matters in respect of which such services or facilities are regarded as unsatisfactory and have therefore resulted in the issue of the termination notice to the Service Provider.

- 50.2. If the Service Provider rectifies the Service Provider Default within the time period specified in the termination notice, the termination notice will be deemed to be revoked and the Contract will continue.
- 50.3. In the case of a termination notice specifying a Service Provider Default which in the sole opinion of the Authority is capable of remedy the Service Provider shall be invited to put forward a rectification programme, within ten (10) Working Days of the date of the termination notice, for remedying the Service Provider Default (the "Rectification Programme") and detailing the timescales within which the Service Provider shall remedy the specified Service Provider Default. If the Rectification Programme provides for the Service Provider to remedy the Service Provider Default to the Authority or ESFA's satisfaction (as to which the Authority or ESFA shall be the sole judge) the Authority/ESFA shall accept the Rectification Programme and shall not be entitled to terminate the Contract (in whole or in part) in respect of the Service Provider Default for which the Termination Notice was originally served while the Service Provider is complying with the Rectification Programme in all material respects.
- 50.4. If, in the reasonable opinion of the Authority, the Service Provider fails to fulfil their full Contract obligations, which shall include the requirements of Schedule 1 (SOR), the Authority may issue a notice (a "**Notified Defect Notice**") to the Service Provider giving details of the relevant event or circumstances giving rise to the failure (a "**Notified Defect**") and, subject to Clause 50.7 below, specifying a reasonable time within which the Service Provider must remedy the Notified Defect or take the necessary steps to ensure that it does not recur.
- 50.5. Subject to the Authority's right to take immediately such steps as it reasonably considers necessary in order to prevent, mitigate or eliminate an immediate and serious risk to health, safety, the environment, national security or to ensure the proper discharge of its statutory functions, the Service Provider must either:
 - 50.5.1. Remedy the Notified Defect or take the necessary steps to ensure that it does not recur within the period specified in the Notified Defect Notice, or

50.5.2. Within five (5) Working Days of the date of the Notified Defect Notice agree with the Authority (both Parties acting reasonably) an alternative period of time for rectification of the Notified Defect.

50.6. If the Service Provider fails to remedy the Notified Defect or take the necessary steps to ensure that it does not recur within the time specified in the Notified Defect Notice or any agreed alternative time period for rectification, the Authority may step-in in respect of the Notified Defect and:

50.6.1. without thereby avoiding or terminating this Contract or releasing the Service Provider from any pre-existing liabilities, suspend performance by the Service Provider of the Contract obligations, which shall include Schedule 1 (SOR), as relate to the Notified Defect until the Authority has remedied the default; and

50.6.2. take or employ a Service Provider to take such steps in relation to the performance of the full Contract obligations as relate to the Notified Defect Notice as it may think fit in order to procure the performance of the obligations in accordance with the provisions of this Contract.

50.7. In exercising its step-in rights, the Authority shall:

50.7.1. use reasonable endeavours to procure that such rights are exercised in a manner causing as little disruption as reasonably possible to the Service Provider in its performance of its other obligations under this Contract; and

50.7.2. exercise such rights for no longer than is reasonably necessary to remedy the Notified Defect; and

50.7.3. promptly following rectification of the Notified Defect or the Authority being reasonably satisfied that the Service Provider is able to resume full responsibility for all Contract obligations, give written notice to the Service Provider of the Authority's intention to step-out specifying a date (which shall be as soon as reasonably practicable) from which the Service Provider will resume responsibility for performance of all of its obligations under this Service Provider.

50.8. The Service Provider shall reimburse to the Authority such costs as are reasonably and properly incurred by the Authority in exercising its step-in rights together with a premium of 5% of such costs to reflect the Authority's administrative and management costs.

50.9. If the Authority exercises its step-in rights, it shall be entitled, for the period of such step-in by the Authority, to reduce the payments by such amount as is fair and reasonable to reflect the non-performance of the relevant obligations by the Service Provider (due

account being taken of any sum recoverable from the Service Provider under Clause 50.8 of this Condition.

- 50.10. For the avoidance of doubt, the exercise by the Authority of its step-in rights in relation to any aspect of the Contract shall not relieve the Parties from performance of any obligations under this Contract relating to any other part of the Contract.

51. TERMINATION ESFA

- 51.1. The Authority and the Service Provider agree that the Contract in part or in whole may be regarded as terminated, at any time during the period in which the Contract subsists, if:

51.1.1. there is a material adverse change in the amount or nature of the funding provided by ESFA; or

51.1.2. if funding is no longer available from the ESFA or via the Defence Apprenticeship Levy account.

In the event of termination under the provisions of this Clause, the Authority shall endeavour to issue notice of termination to the Service Provider with as much notice as that provided to the Authority by the ESFA/Defence Resources.

- 51.2. In the event of termination under the provisions of Clause 51.1 of this Condition, the Authority and the Service Provider agree that all costs of termination shall lie where they fall, and that neither the Authority nor the Service Provider shall have any claim against the other in respect of the termination.

- 51.3. Termination under the provisions of Clause 51.1 of this Condition shall be entirely without prejudice to the rights of the Authority and the Service Provider that have accrued under the Contract up to the date of termination.

- 51.4. In the event that the ESFA requirements for the assessment of Apprenticeships against Standards changes to the extent that it has a material change or impacts on the way in which the Contract is being delivered, the Authority will take a view on whether this would be a sufficiently substantial, material or adverse change necessitating re-negotiation or re-competition of the contract; and in such circumstances, the Authority shall endeavour to provide the Service Provider with as much notice as that provided to the Authority by the ESFA.

- 51.5. Upon expiry or termination of the Contract, no liability to make payments by way of redundancy liability, wherever statutory or otherwise, shall accrue to the Authority.

- 51.6. On expiry or termination of the Contract, and following consultation with the Designated Officer, all personal information provided by the Authority or acquired by the Service Provider during the course of the Contract must either be returned to the Authority or else

destroyed in accordance with directions issued by the Authority (whereby the Authority will require proof of destruction immediately on completion of the activity) within one month of the completion/termination date of the Contract.

52. TERMINATION FOR INSOLVENCY OR CORRUPT GIFTS

Insolvency:

- 52.1. The Authority may terminate the Contract, without paying compensation to the Contractor, by giving written Notice of such termination to the Contractor at any time after any of the following events:
- 52.2. Where the Contractor is an individual or a firm:
- 52.2.1. the application by the individual or, in the case of a firm constituted under English law, any partner of the firm to the court for an interim order pursuant to Section 253 of the Insolvency Act 1986; or
 - 52.2.2. the court making an interim order pursuant to Section 252 of the Insolvency Act 1986; or
 - 52.2.3. the individual, the firm or, in the case of a firm constituted under English law, any partner of the firm making a composition or a scheme of arrangement with them or their creditors; or
 - 52.2.4. the presentation of a petition for bankruptcy order against the individual or, in the case of a firm constituted under English law, any partner of the firm unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
 - 52.2.5. the court making a bankruptcy order in respect of the individual or, in the case of a firm constituted under English law, any partner of the firm; or
 - 52.2.6. where the Contractor is either unable to pay their debts as they fall due or has no reasonable prospect of being able to pay debts which are not immediately payable. The Authority shall regard the Contractor as being unable to pay their debts if:
 - a) they have failed to comply with or to set aside a Statutory demand under Section 268 of the Insolvency Act 1986 within twenty-one (21) days of service of the Statutory Demand on them; or
 - b) execution or other process to enforce a debt due under a judgement or

order of the court has been returned unsatisfied in whole or in part.

52.2.7. the presentation of a petition for sequestration in relation to the Contractor's estates unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or

52.2.8. the court making an award of sequestration in relation to the Contractor's estates.

Where the Contractor is a company registered in England:

52.2.9. the presentation of a petition for the appointment of an administrator; unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or

52.2.10. the court making an administration order in relation to the company; or

52.2.11. the presentation of a petition for the winding-up of the company unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or

52.2.12. the company passing a resolution that the company shall be wound-up; or

52.2.13. the court making an order that the company shall be wound-up; or

52.2.14. the appointment of a Receiver or manager or administrative Receiver.

Where the Contractor is a company registered other than in England, events occur or are carried out which, within the jurisdiction to which they are subject, are similar in nature or effect to those specified in sub-Clauses 52.2.7 to 52.2.14 inclusive above.

52.3. Such termination shall be without prejudice to and shall not affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Authority and the Contractor.

Corrupt Gifts:

52.4. The Contractor shall not do, and warrants that in entering the Contract they have not done any of the following (hereafter referred to as 'prohibited acts'):

- a) offer, promise or give to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
- b) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or execution of this or any other Contract with the Crown; or

- c) for showing or not showing favour or disfavour to any person in relation to this or any other Contract with the Crown.

52.4.2. enter into this or any other Contract with the Crown in connection with which commission has been paid or has been agreed to be paid by them or on their behalf, or to their knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.

52.5. If the Contractor, their employees, agents or any Subcontractor (or anyone acting on their behalf or any of their employees) does any of the prohibited acts or commits any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown, the Authority shall be entitled:

52.5.1. to terminate the Contract and recover from the Contractor the amount of any loss resulting from the termination;

52.5.2. to recover from the Contractor the amount or value of any such gift, consideration or commission; and

52.5.3. to recover from the Contractor any other loss sustained in consequence of any breach of this Condition, where the Contract has not been terminated.

52.6. In exercising its rights or remedies under this Condition, the Authority shall:

52.6.1. act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person performing, the prohibited act;

52.6.2. give all due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):

- a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on their behalf;

- b) requiring the Contractor to procure the dismissal of an employee (whether their own or that of a Subcontractor or anyone acting on their behalf) where the prohibited act is that of such employee.

52.7. Recovery action taken against any person in Her Majesty's service shall be without prejudice to any recovery action taken against the Contractor pursuant to this Condition.

53. TERMINATION FOR CONVENIENCE

53.1. The Authority shall have the right to terminate the Contract in whole or in part at any time by giving the Contractor at least twenty (20) Business Days written notice. Upon expiry of the notice period the Contract, or relevant part thereof, shall terminate without prejudice to the rights of the parties already accrued up to the date of termination. Where only part of the Contract is being terminated, the Authority and the Contractor shall owe each other no further obligations in respect of the part of the Contract being terminated but will continue to fulfil their respective obligations on all other parts of the Contract not being terminated.

53.2. Following the above notification, the Authority shall be entitled to exercise any of the following rights in relation to the Contract (or part being terminated) to direct the Contractor to:

53.2.1. not start work on any element of the Contractor Deliverables not yet started;

53.2.2. complete in accordance with the Contract the provision of any element of the Contractor Deliverables;

53.2.3. as soon as may be reasonably practicable take such steps to ensure that the production rate of the Contractor Deliverables is reduced as quickly as possible;

53.2.4. terminate on the best possible terms any subcontracts in support of the Contractor Deliverables that have not been completed, taking into account any direction given under sub-Clauses 53.2.2 and 53.2.3 of this Condition.

53.3. Where this Condition applies (and subject always to the Contractor's compliance with any direction given by the Authority under Clause 53.2):

53.3.1. The Authority shall take over from the Contractor at a fair and reasonable price all unused and undamaged materiel and any Contractor Deliverables in the course of manufacture that are:

- a) in the possession of the Contractor at the date of termination; and
- b) provided by or supplied to the Contractor for the performance of the Contract,

except such materiel and Contractor Deliverables in the course of manufacture as the Contractor shall, with the agreement of the Authority, choose to retain;

53.3.2. the Contractor shall deliver to the Authority within an agreed period, or in absence of such agreement within a period as the Authority may specify, a list of:

- a) all such unused and undamaged materiel; and
- b) Contractor Deliverables in the course of manufacture,

that are liable to be taken over by, or previously belonging to the Authority, and shall deliver such materiel and Contractor Deliverables in accordance with the directions of the Authority;

53.3.3. in respect of Services, the Authority shall pay the Contractor fair and reasonable prices for each Service performed, or partially performed, in accordance with the Contract.

53.4. The Authority shall (subject to Clause 53.5 below and to the Contractor's compliance with any direction given by the Authority in Clause 53.2 above) indemnify the Contractor against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract, subject to:

53.4.1. the Contractor taking all reasonable steps to mitigate such loss; and

53.4.2. the Contractor submitting a fully itemised and costed list of such loss, with supporting evidence, reasonably and actually incurred by the Contractor as a result of the termination of the Contract or relevant part.

53.5. The Authority's total liability under the provisions of this Condition shall be limited to the total price of the Contractor Deliverables payable under the contract (or relevant part), including any sums paid, due or becoming due to the Contractor at the date of termination.

53.6. Claims for payment under this Condition shall be submitted in accordance with the Authority's direction.

54. MATERIAL BREACH

54.1. In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written Notice to the Contractor where the Contractor is in material breach of their obligations under the Contract.

54.2. Where the Authority has terminated the Contract under Clause 54.1 the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract, including but not limited to any costs and

expenses incurred by the Authority in:

54.2.1. carrying out any work that may be required to make the Contractor Deliverables comply with the Contract; or

54.2.2. obtaining the Contractor Deliverable in substitution from another supplier.

55. CONSEQUENCES OF TERMINATION

55.1. The termination of the Contract, however arising, shall be without prejudice to the rights and duties of either Party accrued prior to termination. The Conditions that expressly or by implication have effect after termination shall continue to be enforceable even after termination.

56. DISPUTE RESOLUTION PROCEDURE

56.1. The Parties agree to adopt the Dispute Resolution Procedure detailed at Schedule 4 (Dispute Resolution Procedure) for any dispute arising under this Contract.

57. CO-OPERATION ON EXIT: ESFA AUDIT

57.1. Upon termination or natural expiry of this Contract, the Service Provider shall be subject to a full audit by the Authority's Funding Assurance Team on behalf of the ESFA. The Service Provider shall cooperate fully with the Authority's staff and with ESFA staff in the completion of such an audit.

58. TRANSITION

58.1. In addition to Schedule 5 (TUPE), in the event of a transfer of responsibility of the Contract task from the Service Provider at the expiry or termination of the Contract or due to the Service Provider withdrawing from this Contract or going into liquidation or administration, the Service Provider shall co-operate in the transfer under arrangements to be notified to them by the Authority.

58.2. If such transfer of responsibility extends beyond the Contract period, the Service Provider shall undertake to provide, at fair and reasonable prices to be agreed in accordance with Condition 17 (Amendments) of this Schedule 3 (Ts&Cs), any such services regarded as a "Change" as may be required arising from the transfer of responsibility always provided that such services are within the capacity of the Service Provider's organisation.

58.3. The transfer of responsibility shall be arranged and conducted in accordance with Annex C (Contract Transition Responsibilities) to this Schedule 3 (Ts&Cs).

- 58.4. In the event the Service Provider is no longer able to provide all the deliverables in Schedule 1 (SOR) due to, but not limited to, financial difficulties, the Authority reserves the right to temporarily request another Service Provider to Step In to deliver the Services in Schedule 1 (SOR) while the Authority commences the re-let of this Contract and transfers responsibility, following re-let, to the new Service Provider. See Condition 49 (Default/Step In Rights) of this Schedule 3 (Ts&Cs).

59. EXIT MANAGEMENT

- 59.1. In the event that Exit is triggered, the parties shall, in accordance with Annex E (Exit Plan Requirements) to this Schedule 3 (Ts&Cs), agree and follow the finalised Exit Plan for this Contract.

Army Apprenticeships Standard Operating Procedures (SOP's)

SOP Number	Full Title	Short Title
SOP 1	Standardised Documentation	'Documentation'
SOP 2	Withdrawal Responsibilities and Guidance	'Withdrawals'
SOP 3	Recognition of Prior learning	'RPL'
SOP 5	Financial Assurance: Funding Assurance Review Process	'Audit'
SOP 6	Breaks in Learning (BiL) of learners on Apprenticeship Standards	'BiL'
SOP 7	Service Provider MIS Responsibilities	'MIS Responsibilities'
SOP 8	Apprenticeship Delivery Contract Transition Activities and Checks	'Contract Transition'
SOP 9	End Point Assessment	'EPA'
SOP 10	Policy for Service Provider Overseas Travel	'Overseas Policy'
SOP 11	Academic Misconduct Policy	'Academic Misconduct'
SOP 12	Safeguarding and Prevent	'Safeguarding and Prevent'
SOP 14	Self-Assessment, Quality Improvement, and Quality Commentary	'SAR and QIP' or 'SAR, QIP & QC'
SOP 15	Ofsted Inspection	'Ofsted Inspection'
SOP 16	Application for Delivery (or Amendment) of Apprenticeship Standard	'SOP 16'
SOP 17	Quality Framework for Observing Programme Delivery	'Observation of Teaching and Learning' or 'OTL'
SOP 18	Functional Skills	'F Skills' or 'FS'

Current SOPs shall be made available through the Army Apprenticeships Business Support e-Platform.

**Annex B to
Schedule 3 (Ts&Cs)**

Payment Methodology

1. In this Annex B to Schedule 3 (Ts&Cs) the following additional Definitions shall apply:
 - a. 'Carry-in Learners' shall mean Learners enrolled prior to the Contract Duration commencing.
 - b. 'Completion Payment' shall mean the proportion of the direct costs per learner which shall be payable, subject to eligibility, to the Service Provider once a Learner sits the first element of their EPA
 - c. 'On Programme Payment' shall mean the monthly amount payable to the Service Provider, subject to eligibility, for each Learner over the planned duration of their Apprenticeship.

General Payment Methodology

2. The Service Provider's earnings shall be paid monthly in arrears. Each contract year, the monthly payment shall comprise 2 components:
 - a. Eleven (11) equal monthly payments of 1/12th (8.33%) of the annual indirect overheads as detailed in Schedule 2 (Price) for each contract year with a twelfth payment which shall include any necessary rounding adjustment.
 - b. Up to twelve (12) monthly On Programme Payments. The amounts shall be based on eighty percent (80%) of each apprenticeship standard's direct costs per learner as detailed in Schedule 2 (Price); and calculated so that they are spread evenly over the planned duration of the apprenticeship, based on whether the apprentice is in learning.

On Programme Payments shall not be made for Learners on an agreed break in learning. An On Programme Payment shall not be made for the final month if the apprentice withdraws before the last day of the month in which the learning stops.

3. A Completion Payment of twenty percent (20%) of the direct costs per learner as detailed in Schedule 2 (Price) shall be paid in accordance with the ESFA funding regulations extant at the date on which the Learner has been enrolled.
4. Payments shall be made monthly after the Main Occupancy Report (MOR) has been validated by the BSS Provider. This payment shall be based on an occupancy list of valid learners contained in the monthly MOR generated by the ESFA which is derived from the monthly data submission from the Authority's MIS.
5. The Authority will issue a monthly Financial Authority giving details of the income earned, during the period, by the SP for all work conducted under this contract, which forms the basis for the SP invoice.

6. If the Service Provider wishes to challenge an issued Financial Authority, they must inform the Authority. The sole data source for the review, reconciliation and resolution of any challenges shall be the Authority's MIS database.
7. Following the annual financial reconciliation, the Authority may need to make an appropriate adjustment to the funding paid to the SP. This adjustment shall be applied to the next Financial Authority.

Payment for Carry-in Learners

Pre-Gateway Learners

8. For Carry-in Learners enrolled under a previous contract, who are still in learning, the Authority shall pay the SP over the residual period agreed through the Assessment of Payments on transition between contractors (detailed in Paragraphs 21 to 23).
9. Payments shall be made to the SP over the agreed residual period in accordance with the General Payment methodology for On Programme Payments and Completion Payments.

Post-Gateway Learners

10. For Carry-in Learners enrolled under a previous contract who, subject to Paragraph 11, have already passed Gateway on the Contract implementation date, the Service Provider will be eligible to receive Completion Payments based on twenty percent (20%) of the Year 1 direct costs per learner as detailed in Schedule 2 (Price).
11. The level of payment shall be determined as follows:
 - a. Where a Learner sits the first element of EPA within six months of the Contract implementation date the SP shall be eligible for all (100%) of the completion payment.
 - b. Where a Learners sits the first element of EPA between seven and nine months of the Contract implementation date the SP shall be eligible for half (50%) of the completion payment.
 - c. Where a Learner sits the first element of EPA between ten and twelve months of the Contract implementation date the SP shall, subject to Paragraph 12, be eligible for one quarter (25%) of the full completion payment subject to.
 - d. Where a Learner sits the first element over twelve months after the Contract implementation date the SP shall, subject to Paragraph 12, be ineligible for completion payment.

12. A post-Gateway Learner may exceptionally be treated as a pre-Gateway Learner, solely for Completion Payment purposes, where:
 - a. The Service Provider determines that the decision to pass Gateway should be overturned; and
 - b. The Service Provider obtains prior written agreement to overturn the Gateway decision; and
 - c. The Learner has been returned to learning within five months of the Contract implementation date.
13. Where the Service Provider is able to provide evidence to the Authority's satisfaction that the learner was unavailable for EPA for a minimum of nine months in Year 1 of the Contract, learners who sit the first element of EPA between the tenth to eighteenth month from Contract implementation date, shall receive half (50%) of the completion payment.

Completion Payment for Learners awaiting EPA at Contract Exit

14. In the event the Service Provider does not receive a new contract with the Authority for supply of the Services at the Termination date of this Agreement, completion payments for learners who have already passed Gateway upon Termination of the Contract (qualifying learners defined as learners completed Gateway signed by Service Provider / Employer / Apprentice) may still be eligible for Completion Payment.
15. The Service Provider will be eligible to receive the full completion payments in a single invoice to be submitted six months after the Termination date for :
 - a. All qualifying post-Gateway learners who have passed EPA since the Termination date.
 - b. All qualifying post-Gateway learners who remain on programme awaiting EPA, subject to a file audit confirming these learners had met the requirements to pass Gateway. The Authority reserves the right to use sampling or undertake a full audit.
16. For the avoidance of doubt, any qualifying post Gateway learners upon Termination of the contract who are subsequently returned to active learning within the six months following Termination shall be deemed ineligible for completion payment to the Service Provider.

Payments for New Enrolments under this Contract

17. The Authority shall pay the SP the price specified for each Apprenticeship Standard listed on the Schedule 2 (Price), Part 2, Schedule of Requirement. Subject to Conditions 51 to 53

(Termination), the agreed price applied at the Learner's enrolment date onto the programme, shall continue to apply for the duration of the programme.

Payments for Functional Skills

18. Payments for the delivery of Functional Skills in English and Maths up to Level 2 shall be at a set rate of 90% of that funding available for English and Maths from the ESFA for eligible qualifications at the date of enrolment. Eligible qualifications are listed on the ESFA "find a learning aim" service ([Find a learning aim \(submit-learner-data.service.gov.uk\)](https://find-a-learning-aim.submit-learner-data.service.gov.uk)) and referred to in ESFA Funding Regulations.
19. The payment of the 90% of ESFA funding applicable to the SP shall be made monthly following validation of the MOR and included in the Financial Authority.

Additional/Incentive Payments

20. The SP has no entitlement to any portion of any uplift or other incentive payments received from the ESFA by the Authority as an Employer-Provider.

Assessment of Payments on transition between contractors

21. As part of the transition process in accordance with SOP 8; as incoming SP (at Contract Initiation) and outgoing SP (at Contract Termination/Exit), you shall agree with the previous or future SP respectively:
 - a. For carry-in learners, whether the balance between:
 1. remaining months of On Programme Payments in accordance with Paragraph 2; and
 2. evidenced learning

is broadly in balance across the entirety of the contract. This is to be cross-referenced with a random sample of Learners' actual learner admin files, or learner tracking/review evidence contained in the learning portfolios.
 - b. Any unresolved disagreements between incoming and outgoing Service Providers must be defined and notified by the incoming SP to the Authority at least 1 month before the end of the transition period.
 - c. The Authority shall investigate each disagreement to reasonably determine and assign the correct balance. The Authority's decision shall be final; and shall be accepted as resolution by all parties.

22. Where payments made to the outgoing SP do not reflect the Learner's evidenced progress against the requirements of the standard, the Authority reserves the right to reclaim any overpayment from the outgoing SP.
23. Following joint signature of the Apprenticeship Contract Transition checklist, the residual period eligible for On Programme Payments for carry-in learners shall be deemed agreed and the Authority shall not accept any further representations from the incoming SP.

ESFA Funding Recovery

24. If an ESFA Funding Assurance Audit, or any other ESFA judgement, results in a recovery of funding already received, the Authority shall reclaim any of the recovered amount that was paid to the SP. This shall be done by applying an adjustment to the next monthly Financial Authority.

In the event that funding errors identified by the ESFA Funding Assurance Audit are deemed to be material by the ESFA and the funding clawback is extrapolated across the wider contract, the Authority may recover payments made to those SP whose data/learner file errors have contributed to the funding errors. The amount recovered shall be determined by the Authority, following the same principals employed by the ESFA and taking account of the SP's relative contribution to the errors that triggered the ESFA clawback.

CONTRACT TRANSITION RESPONSIBILITIES

1. Following the Contract Implementation date stated in Clause 11.1 of this Schedule 3 (Ts&Cs), the Supplier shall conduct all Transition activities required of the Incoming SP, as described in this Schedule 3 (Ts&Cs), Schedule 1 (SOR), and SOP 8 (Contract Transition).
2. The Supplier is required to draft and hold a Transition Plan in readiness for Partial Termination, expiry, or Termination of this Agreement. The Transition Plan shall detail how the Supplier intends to fulfil its obligations as Outgoing SP, in accordance with this Schedule 3 (Ts&Cs), Schedule 1 (SOR), and SOP 8 (Contract Transition).
3. The Transition Plan is to be a distinct component of the Exit Plan that can be viewed independently to the extent that it can be reviewed as a standalone document by and with any Incoming SP.
4. When notified by the Authority, the Supplier shall conduct all Transition activities required of the Outgoing SP, in accordance with this Schedule 3 (Ts&Cs), Schedule 1 (SOR), and SOP 8 (Contract Transition).

Personal Data Particulars

This Form forms part of the Contract and must be completed and attached to each Contract containing DEFCON 532B.

Data Controller	The Data Controller is the Secretary of State for Defence (the Authority). The Personal Data will be provided by: SP receive Personal Data from employer. Additional data collected directly from apprentice at enrolment.
Data Processor	The Data Processor is the Contractor. The Personal Data will be processed at: Military premises or the SP offices 80 Strand Street, London WC2R 0RL
Data Subjects	The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects: Apprentices on the Army apprenticeship programme
Categories of Data	The Personal Data to be processed under the Contract concern the following categories of data: Category A - Name, DOB, Service Number. Category B - National Insurance Number, Prior academic achievement, Progress Reviews Unique Learner Number, Enlistment Date, Cap Badge, Unit. Category C - Gender, Ethnicity, SpLD Details
Special Categories of data (if appropriate)	The Personal Data to be processed under the Contract concern the following Special Categories of data: Gender, Ethnicity, Learning difficulties
Subject matter of the processing	The processing activities to be performed under the contract are as follows: Received Personal Data is used by SP for Apprenticeship enrolment, funding, and compliance adherence.
Nature and the purposes of the Processing	The Personal Data to be processed under the Contract will be processed as follows: In accordance with Condition 37 (Data Management). In accordance with Condition 40 (Data Protection). In accordance with DEFCON 532B.
Technical and organisational measures	The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract: Secure processes for the handling of data are in place. Robust methods for the security of data on site and in transit are in place. Clear processes are in place with regards to the handling of data (who has authority to handle data and how data is to be handled). Clear procedures to be followed in the event of a security breach.
Instructions for disposal of Personal Data	The disposal instructions for the Personal Data to be processed under the Contract are as follows (where Disposal Instructions are available at the commencement of Contract): In accordance with Condition 40 (Data Protection)
Date from which Personal Data is to be processed	Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here: N/A

The capitalised terms used in this form shall have the same meanings as in the General Data Protection Regulations.

**Annex E to
Schedule 3 (Ts&Cs)**

EXIT PLAN REQUIREMENTS

1. DEFINITIONS

1.1. In this Annex E to Schedule 3 (Ts&Cs), the following definitions shall apply:

1.1.1. 'Emergency Exit' shall mean any termination of this Agreement which is a:

- a) termination of the whole or part of this Agreement in accordance with Conditions 51-53 (Termination), except where the period of notice given under such Clause is greater than or equal to 6 months;
- b) termination of the provision of the Services for any reason prior to the expiry of any period of notice of termination served pursuant to Conditions 51-53 (Termination); or
- c) wrongful termination or repudiation of this Agreement by either Party.

1.1.2. 'Ordinary Exit' shall mean any termination of the whole or part of this Agreement which occurs:

- a) pursuant to Conditions 51-53 (Termination) where the period of notice given by the Party serving notice to terminate pursuant to such Clause is greater than or equal to 6 months; or
- b) as a result of the expiry of the Initial Term.

2. EXIT PLAN

2.1. The Supplier is required to draft and hold an Exit Plan in readiness for Partial Termination, expiry or termination of this Agreement.

2.2. The Supplier shall, within 3 months of the Contract Duration commencing, deliver to the BSS Provider an Exit Plan which:

- 2.2.1. sets out the Supplier's proposed methodology for achieving an orderly transition of the relevant Services from the Supplier to the Authority and/or its Replacement Supplier on Partial Termination, expiry or termination of this Agreement;
- 2.2.2. incorporates the Transition Plan as a distinct component that can be viewed independently;
- 2.2.3. complies with the requirements set out in Paragraph 2.5; and

- 2.2.4. is otherwise reasonably satisfactory to the Authority.
- 2.3. The Authority shall, within 10 working days, either:
 - 2.3.1. provide feedback on areas to be revised, with a timetable for those revisions to be discussed and completed; or
 - 2.3.2. confirm that the Transition Plan is acceptable
 - 2.3.3. The timetable referred to in Paragraph 2.3.1 shall not exceed 20 working days.
- 2.4. If an acceptable Transition Plan has not been agreed in that time, then either Party may identify this as a Dispute to be resolved in accordance with Schedule 4 (Dispute Resolution Procedure).
- 2.5. The Exit Plan shall set out, as a minimum:
 - 2.5.1. how the Exit Information is obtained;
 - 2.5.2. separate mechanisms for dealing with Ordinary Exit and Emergency Exit, the provisions relating to Emergency Exit being prepared on the assumption that the Supplier may be unable to provide the full level of assistance which is required by the provisions relating to Ordinary Exit, and in the case of Emergency Exit, provision for the supply by the Supplier of all such reasonable assistance as the Authority shall require to enable the Authority or its subcontractors to provide the Services;
 - 2.5.3. a mechanism for dealing with Partial Termination on the assumption that the Supplier will continue to provide the remaining Services under this Agreement;
 - 2.5.4. the management structure to be employed during both transfer and cessation of the Services in an Ordinary Exit and an Emergency Exit;
 - 2.5.5. the management structure to be employed during the Termination Assistance Period;
 - 2.5.6. a detailed description of both the transfer and cessation processes, including a timetable, applicable in the case of an Ordinary Exit and an Emergency Exit;
 - 2.5.7. how the Services will transfer to the Replacement Supplier and/or the Authority, including details of the processes, documentation, data transfer, systems migration, security and the segregation of the Authority's technology components from any technology components operated by the Supplier or its Sub-contractors (where applicable);
 - 2.5.8. the scope of the Termination Services that may be required for the benefit of the Authority;

- 2.5.9. a timetable and critical issues for providing the Termination Services;
 - 2.5.10. any charges that would be payable for the provision of the Termination Services (calculated in accordance with the methodology that would apply if such Services were being treated as a Contract Change), together with a capped estimate of such charges;
 - 2.5.11. how the Termination Services would be provided (if required) during the Termination Assistance Period;
 - 2.5.12. procedures to deal with requests made by the Authority and/or a Replacement Supplier for Staffing Information pursuant to Schedule 5 (TUPE); and
 - 2.5.13. how each of the issues set out in this Schedule 3 (Ts&Cs) will be addressed to facilitate the transition of the Services from the Supplier to the Replacement Supplier and/or the Authority with the aim of ensuring that there is no disruption to or degradation of the Services during the Termination Assistance Period.
- 2.6. The Parties acknowledge that the migration of the Services from the Supplier to the Authority and/or its Replacement Supplier may be phased, such that certain of the Services are handed over before others.
- 2.7. At each CAM immediately following the anniversary of the Contract Duration commencing, the Supplier and the Authority shall agree whether any Contract Amendments incorporated to date, or other changes affecting the AAP, give cause for the Exit Plan to be reviewed. If so, the Supplier shall submit its updated Transition Plan within 20 working days of the CAM and the review process described at Paragraph 2.3 above will be followed.
- 2.8. Additionally, if requested by the Authority following the occurrence of a Financial Distress Event, the Supplier shall review and (if appropriate) update the Exit Plan on a basis consistent with the principles set out in this Clause, within 14 days of such request, to reflect any changes in the Services that have occurred since the Exit Plan was last agreed. Following such update the Supplier shall submit the revised Exit Plan to the Authority for review and the review process described at Paragraph 2.3 above will be followed.

Finalisation of the Exit Plan

- 2.9. Within 20 Working Days after service of a Termination Notice by either Party or 6 months prior to the expiry of this Agreement, whichever is the sooner, the Supplier will submit for

the Authority's approval the Exit Plan in a final form that could be implemented immediately. The final form of the Exit Plan shall be prepared on a basis consistent with the principles set out in this Annex E to this Schedule 3 (Ts&Cs) and shall reflect any changes in the Services that have occurred since the Exit Plan was last agreed.

- 2.10. The review process described at Paragraph 2.3 above will be followed. Until the agreement of the final form of the Exit Plan, the Supplier shall provide the Termination Services in accordance with the principles set out in this Schedule 3 (Ts&Cs) and the last approved version of the Exit Plan (insofar as relevant).

Governance and meetings requiring Service Provider attendance.

1. The Army Apprenticeship programme has a strong governance regime that starts at Cap Badge level and feeds into the 4* Army headquarters Army Apprenticeship programme board. The Corps Colonels (CC) are responsible for apprenticeship standard requirement and the performance of their programme at Cap Badge level. A suitable Service Person shall be appointed to conduct the duty of a Cap Badge Apprenticeship Lead to manage their programme and act as the interface between the Pers Pol, Fd Army units and SP. The core programme governance meeting for the programme are shown below are shown in Fig 1.

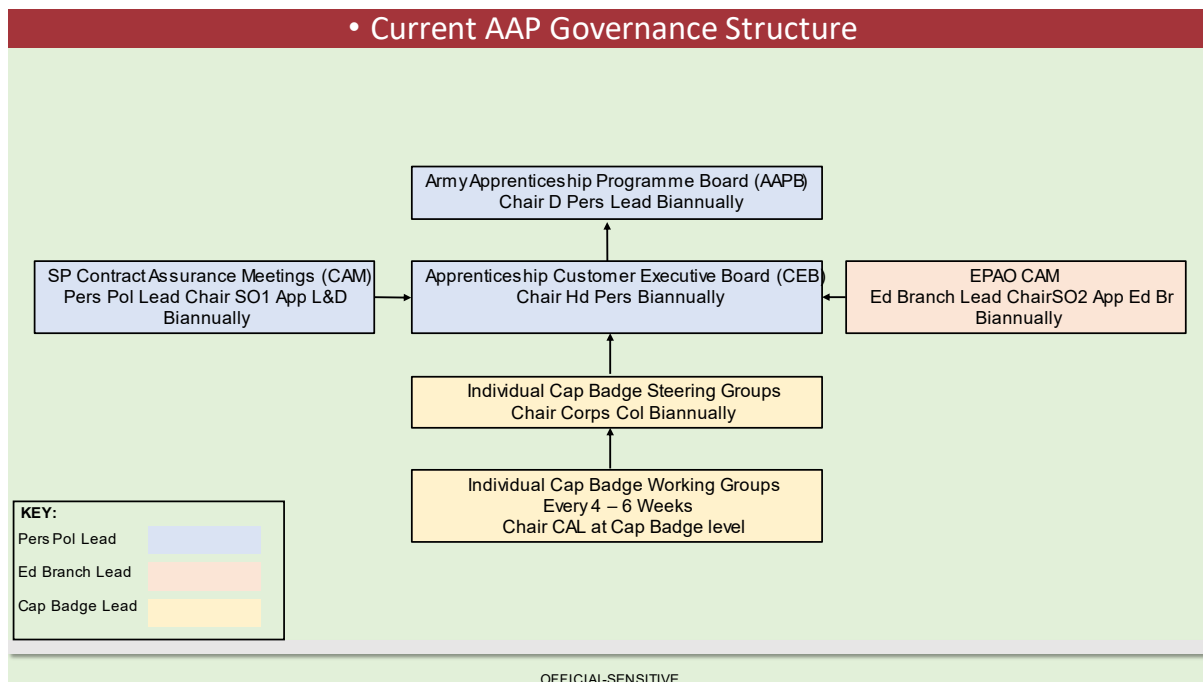


Fig 1 Core programme Governance meetings.

Authority Meetings requiring Service Provider attendance.

2. Service Providers are required to support the following meetings, however there will be the requirement to support additional meetings.

3. **The Steering Group Management Board (SGMB).** The meetings should be chaired by the Corps Colonel (CC), or their approved nominee and held as a minimum bi-annually, and more frequently as required. This is a strategic level meeting and typically the meeting is attended by the Cap Badge Apprenticeship leads (CAL), representatives from initial trade training, Field Army representatives (CO/2IC level), Ed Br DACOS/SO1 Skills, Commercial Branch the BSS Quality Mentor (QM), L&D desk leads and senior management from the SP. Others may be invited at the discretion of the CC.

4. **The Working Group Management Board (WGMB).** The WGMB is an operational level meeting chaired by the CAL. It deals with the day-to-day management of the programme, monitoring how well cohorts of learners and individual apprentices are progressing on their apprenticeships and identifying action to be taken to overcome delivery issues. The meeting reviews performance and quality and progress against the CC's Performance Targets and the Quality Improvement Plan (QIP). The frequency of the meeting will depend upon the needs of the programme; it is usually every 6 weeks but can be more frequent if required. Typical attendance will include the SP contract manager and if required the SP quality manager (Qual Mgr) and the BSS QM and other key stakeholders.

5. **Contract Assurance Meeting (CAM).** CAMs are chaired by Pers Pol in conjunction with Ed Branch. The aim of the CAM is to ensure subcontractor compliance with the commercial and technical requirements of the contract. CAMs should not discuss detailed performance issues; this should be addressed at delivery led, Steering Groups, and Working Groups. However, areas of underperformance related to SP contractual responsibilities will be discussed. They will be held at least biannually, and typical attendance will include Pers Pol, Ed Branch, Commercial Branch, SP's senior manager and deputy, and other key stakeholders.
6. **Quality Steering Group (QSG).** The QSG is chaired by Ed Branch and is attended by all the SP Qual Mgr and BSS QM. It meets a minimum of twice per year. The principal functions are to address any significant quality issues and to update SP Qual Mgr on Army priorities. Additionally, these meetings will be an opportunity to exchange best practice in quality management, update SP Qual Mgr on changes to Ofsted inspection methodologies and improve SP processes that impact the apprentice's experience (e.g., IAG, progress reviews, stakeholder voice collection).
7. **Commercial Contract Launch Meeting.** (Following formal award of contract). This meeting is chaired by Commercial Branch. Attendees will be the incoming SP, Pers Pol, BSS, Ed Branch, and cap badge representatives (usually the CAL). This meeting is separate from the SOP 8 procedure but is referred to within the document as it will always precede the Transition Scoping Meeting. This meeting will cover areas such as; the Authority's strategic intent for the contract, the Commercial Contract Management Plan (CMP) (shared in advance of the meeting). The meeting will include matters arising from the obligations matrix, and agree timelines for any changes, KPI Finalisation/agreement of timelines and any other contractual plans (i.e., exit plan) and transition activities that need to be fed into the Day 1 Contract Amendment. It will also trigger the development of the Contract Transition Plan which will be finalised/agreed at the Transition Planning Meeting.
8. **Contract Transition Planning meeting.** The structure, format and frequency of Contract Transition meetings will be defined in the Transition Plan in accordance with (iaw) Condition 58 (Transition) of this Schedule 3 (Ts&Cs). This is chaired by BSS, with a Commercial Branch representative invited/in attendance, other attendees detailed are detailed in SOP 8. It will take place shortly the initial Commercial Contract Launch Meeting. This meeting will cover agreement of the Transition Plan, which is to accommodate the checklist at Annex A to SOP 8. The Transition Plan shall, as a minimum, facilitate agreement of: funding draw down; carry in of learners; and transfer and validation of learner files and portfolios as required. If the existing provider is re engaged the full transition process will take place to ensure any issues or errors are not carried over to the new contract.
9. **Day 1 In-Service Start Meeting.** (Formerly known as Contract Kick Start Meeting). This will be held at the start of new contracts to set the base line and ensure all parties have a common understanding of the contract and the Army delivery model. The meeting will take place on day 1 of the contract, which is the point of Contract Transition Handover (Outgoing SP Contract End date, and incoming SP Day 1 In-service Start date). This meeting will cover; washup following transition activity period (including residual activities with agreed deadlines), confirmation of quarterly reporting timetables for in-scope KPIs.
10. **Exit meetings.** The structure and format of Exit meetings will be defined in the Exit Plan iaw Condition 59 (Exit Management) to this Schedule 3 (Ts&Cs). Typical attendance will include Commercial Branch, Pers Pol, Ed Branch, BSS team and SP Contract Manager as well as other key stakeholders.

BSS Provider meetings requiring Service Provider attendance.

11. **Maytas User Group (MUG).** The MUG is chaired by BSS Management Information Systems (MIS) Manager and is attended by MIS/Admin leads from all SPs. The MUG meets formally twice per year and there is a monthly informal breakfast meeting. The principal functions of the MUG are to share best practice in the use of Maytas, discuss the data implications arising from changes to the ESFA funding regulations and the ILR specification, ensure that key processes (e.g., suspension, transferring apprentices, completion) are standardised across the AAP to ensure accuracy of reporting and raise data entry quality standards.

12. **Quality working group.** The Quality working group is chaired by a BSS QM and is attended by all the SP Qual Mgr and BSS QM. It meets a minimum of 4 times per year and, in addition, there is a monthly informal breakfast meeting. The principal functions are to update SP Qual Mgr on Army priorities for 2nd Party Assurance (e.g., forthcoming themed audits and deep dives), exchange best practice in quality management, update SP Qual Mgr on changes to Ofsted inspection methodologies and improve SP processes that impact the apprentice's experience (e.g., IAG, progress reviews, stakeholder voice collection).

13. Summary table of meetings requiring Service Provider representation.

Meeting	Lead	Frequency	Indicative Location
Steering Group Management Board (SGMB)	CC	Minimum 2 per year	Cap badge locations
Working Group Management Board (WGMB)	CAL	Minimum of every 6 weeks	Cap badge locations
Contract assurance meetings	Pers Pol	3 times a year	Army HQ Andover
Quality Steering Group	Ed Branch	Twice a year	Army HQ Andover
Commercial contracts launch meeting.	Comrcl	Once, upon award of each contract.	Army HQ, Andover
Initial Contract Transition Planning Meeting	BSS Provider	Once for each Cap badge, following Commercial contract launch meeting	Army HQ, Andover or Cap badge locations
Ongoing Contract Transition meetings	BSS Provider	As required. (iaw Transition Plan)	Army HQ, Andover or Cap badge locations
Day 1 In-Service Start Meeting	Comrcl	Once within 6 weeks of Day 1 In-Service Start	Army HQ, Andover
Exit meetings	Pers Pol	As required. (iaw Exit Plan)	BSS Provider offices, Netheravon
BSS Maytas User Group (MUG)	BSS Provider	Minimum 2 per year	BSS Provider offices, Netheravon
Quality Working group	BSS Provider	Minimum 4 per year	BSS Provider offices or Army HQ Andover

Appendix - Addresses and Other Information

1. Commercial Officer

Name: AAP Contract Management Team

Address: Army Commercial Branch, Zone 2.N, Blenheim Building, Army HQ, Marlborough Lines, Monxton Road, Andover, SP11 8HT

Email: ArmyComrcl-Procure-AAP-Mailbox@mod.gov.uk

2. Project Manager (from whom technical information is available)

Name: Lt.Col Ruth Littlejohns

Address: Learning & Development, Personnel Policy (Army), Blenheim Bldg, Zone 2:F, Army HQ, Marlborough Lines, Monxton Road, Andover SP11 8HT

Email: Ruth.Littlejohns791@mod.gov.uk
☎ 0300 161 3544

3. Packaging Design Authority

Organisation & point of contact:

N/A

(Where no address is shown please contact the Project Team in Box 2)

☎ N/A

4. (a) Supply / Support Management Branch or Order Manager:

Branch/Name: N/A

☎ N/A

(b) U.I.N. N/A

5. Drawings/Specifications are available from

N/A

6. Intentionally Blank**7. Quality Assurance Representative:**

Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.

AQAPS and DEF STANs are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.gateway.isg-r.r.mil.uk/index.html> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

8. Public Accounting Authority

- Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5397
- For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5394

9. Consignment Instructions

The items are to be consigned as follows:

10. Transport. The appropriate Ministry of Defence Transport Offices are:

A. DSCOM. DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH

Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS ☎ 030 679 81129 / 81133 / 81138

Fax 0117 913 8946

EXPORTS ☎ 030 679 81129 / 81133 / 81138

Fax 0117 913 8946

B. JSCS

JSCS Helpdesk No. 01869 256052
(select option 2, then option 3)

JSCS Fax No. 01869 256837

Users requiring an account to use the MOD Freight Collection Service should contact UKStratCom-DefSp-RAMP@mod.gov.uk in the first instance.

11. The Invoice Paying Authority

Ministry of Defence
DBS Finance, Walker House, Exchange Flags,
Liverpool, L2 3YL

☎ 0151-242-2000 Fax: 0151-242-2809

Website is: <https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement>

12. Forms and Documentation are available through *:

Ministry of Defence,
Forms and Pubs Commodity Management, PO Box 2,
Building C16, C Site, Lower Arncliffe, Bicester, OX25 1LP
☎ 01869 256197 Fax: 01869 256824

Applications via fax or email:

Leidos-FormsPublications@teamleidos.mod.uk

*** NOTE**

1. Many DEFCONs and DEFFORMs can be obtained from the MOD Internet Site:

<https://www.kid.mod.uk/maincontent/business/commercial/index.htm>

2. If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.

Ministry of Defence

**Contract No:
7114110455**



THE DELIVERY OF APPRENTICESHIPS TO THE ROYAL MILITARY POLICE (RMP) AND THE ADJUTANT GENERAL'S CORPS (AGC) (STAFF AND PERSONNEL SUPPORT (SPS))

SCHEDULE 4

DISPUTE RESOLUTION PROCEDURE

Dispute Resolution Procedure

1. PERSONNEL POLICY BRANCH DISPUTE RESOLUTION GROUP

- 1.1. If a disagreement arises whether before or after termination of the Contract and it cannot be resolved at the operational level, then the matter must first be referred to the Personnel Policy Branch Dispute Resolution Group (Pers Pol DRG). The Pers Pol DRG must meet in accordance with Annex A to this Schedule 4.
- 1.2. If the disagreement is resolved by the Pers Pol DRG, the resolution of the disagreement must be recorded in writing in an appropriate legally binding form and such form must bear the signature of two Authority Representatives and two Service Provider Representatives, and such resolution shall be final and binding on the Parties.
- 1.3. If discussions in the Pers Pol DRG result in or, if implemented would result in a proposed change to the Contract or commitment to additional expenditure or any other matter affecting the Contract the proposed change must be submitted to the Service Provider and the Authority for approval.
- 1.4. Any recommendations made by the Pers Pol DRG and approved in the manner identified in Clause 1.3 of this Schedule 4 must be complied with by the Parties.
- 1.5. If the Pers Pol DRG is unable to resolve the disagreement the matter shall be deemed to be a dispute and shall be dealt with in accordance with the Adjudication Procedure at Clause 2 of this Schedule 4.

2. REFERRAL TO ADJUDICATION

- 2.1. If the Pers Pol DRG is unable to resolve the Dispute then either Party may refer the matter to adjudication in accordance with the provisions set out below.
- 2.2. The Adjudicator nominated to consider a Dispute referred to him shall be selected on a strictly rotational basis from the relevant panel of experts appointed in accordance with Condition 3 (Notices) of this Schedule 4.

3. SELECTION OF THE ADJUDICATION PANEL

- 3.1. There shall be a panel of experts who shall be wholly independent of the Service Provider, the Authority, any End Point Assessors and any of the major competitors of the Service Provider. The panel shall be agreed to by the Parties within one month of the Contract signature.

- 3.2. If any member of the panel resigns during the Contract, a replacement expert shall be appointed jointly by the Service Provider and the Authority as soon as practicable.
- 3.3. If the Authority and the Service Provider are unable to agree on the identity of the experts to be appointed to the panel, the President of the Chartered Institute of Arbitrators shall appoint such expert(s) within thirty (30) days of any application for such appointment by either Party.
- 3.4. If the Adjudicator is either unwilling or unable to accept such appointment, then the next Adjudicator on the Panel will be appointed. The process will be repeated until an Adjudicator is found who accepts the appointment. If none of the Adjudicators on the relevant Panel accepts the appointment, then unless the Parties are able to agree upon the appointment of another Adjudicator the Chairman of the Chartered Institute of Arbitrators will be requested to make an appointment within five (5) days of receiving a request to do so.

4. ADJUDICATION PROCEDURE

- 4.1. Within seven (7) days of appointment in relation to a particular dispute, the Adjudicator shall require the Parties to submit in writing their respective arguments. The Adjudicator shall, in their absolute discretion, consider whether a hearing is necessary in order to resolve the dispute.
- 4.2. In any event, the Adjudicator shall provide to both Parties their written decision on the dispute, within twenty eight (28) days of appointment (or such other period as the Parties may agree after the reference, or forty two (42) days from the date of reference if the Party which referred the dispute agrees). Unless requested by either Party the Adjudicator shall not state any reasons for their decision. Unless and until revised, cancelled or varied by the Arbitrator, the Adjudicator's decision shall be binding on both Parties who shall forthwith give effect to the decision.
- 4.3. The Adjudicator's costs of any reference shall be borne as the Adjudicator shall specify or, in default, equally by the Parties. Each Party shall bear its own costs arising out of the reference, including legal costs and the costs and expenses of any witnesses.
- 4.4. The Adjudicator shall be deemed not to be an arbitrator but shall render their decision as an expert and the provisions of the Arbitration Act 1996 and the law relating to arbitration shall not apply to the Adjudicator or their determination or the procedure by which they reached their determination.
- 4.5. The Adjudicator shall act impartially and may take the initiative in ascertaining the facts and the law. The Adjudicator shall have the power to open up, review and revise any

opinion, certificate, instruction, determination or decision of whatever nature given or made under this Contract.

- 4.6. All information, data or documentation disclosed or delivered by a Party to the Adjudicator in consequence of or in connection with their appointment as Adjudicator shall be treated as confidential. The Adjudicator shall not disclose to any person or company any such information, data or documentation and all such information, data or documentation shall remain the property of the Party disclosing or delivering the same and all copies shall be returned to such Party on completion of the Adjudicator's work.
- 4.7. The Adjudicator is not liable for anything done or omitted in the discharge or purported discharge of their functions as Adjudicator unless the act or omission is in bad faith. Any employee or agent of the Adjudicator is similarly protected from liability.
- 4.8. If:
 - 4.8.1. either Party is dissatisfied with or otherwise wishes to challenge the Adjudicator's decision and the Dispute has a value in excess of £200K; or
 - 4.8.2. both Parties disagree unequivocally with the Adjudicators decision,then either Party may (within sixty (60) days of receipt of the Adjudicator's decision, where appropriate) notify the other Party of its intention to refer the dispute to arbitration. Such notification shall invite the other Party to concur in the appointment of a sole arbitrator who shall be a solicitor, barrister or arbitrator recognised by the Chartered Institute of Arbitrators of not less than 10 years' standing (the Arbitrator). If the Parties are unable within fourteen (14) days to agree the identity of the Arbitrator either Party may request the Chairman of the Chartered Institute of Arbitrators to make the appointment.
- 4.9. The Arbitrator's decision shall be final and binding on the Parties, subject to below.
- 4.10. If the Arbitrator's decision results in, or if implemented would result in, a proposed change to the Contract or commitment to additional or reduced expenditure or any other matter affecting the Contract the proposed change must be submitted to the Service Provider and the Authority for approval.

5. CONTINUING WITH CONTRACT OBLIGATIONS

- 5.1. Unless the Contract has already been terminated, the Service Provider shall, notwithstanding the existence of any disagreement (whether or not it is deemed to be a Dispute), in every case continue to proceed with the Services and meeting the Contract obligations, including the requirements of Schedule 1 (SOR) (except insofar as both

Parties agree that it would not be in the best interests of the Contract as a whole for the Service Provider so to continue) with all due diligence, and the Parties must continue to comply with all their obligations under the Contract, regardless of the nature of the disagreement or Dispute and notwithstanding the referral of the disagreement or Dispute for resolution according to the procedures permitted under this Schedule 4 (Dispute Resolution Procedure).

- 5.2. The continued performance by each Party of its obligations as aforesaid shall not constitute nor be relied upon by the other Party as a waiver of any alleged rights or operate as acquiescence or estoppel in relation to or otherwise prejudice or diminish such rights to the extent that they are the subject of the disagreement or Dispute.

STANDARD OPERATING PROCEDURES OF THE PERSONNEL POLICY BRANCH DISPUTE RESOLUTION GROUP**1. FUNCTION**

- 1.1. The Personnel Policy Branch Dispute Resolution Group (Pers Pol DRG) is a forum for the resolution of Disputes arising between the Authority and the Service Provider in accordance with the provisions of Schedule 4 (Dispute Resolution Procedure). It has no powers in relation to this Contract or any of the Contract documents save as provided below.

2. PROCEDURES

- 2.1. Either Party is entitled by written notice to require the Pers Pol DRG to meet within five (5) Working Days of receipt of the notice with a view to resolving the disagreement.

- 2.2. The Service Provider and the Authority agree that:

- 2.2.1. a quorum of the Pers Pol DRG consists of two of the Authority's Representatives (one of whom must be the Authority's Commercial Manager and one to be either the DO or SO) and two of the Service Provider's Representatives (one of whom must be the Service Provider's Commercial Manager). All of the Authority's Representatives and the Service Provider's Representatives are authorised to attend any such meeting;
- 2.2.2. if a quorum will not be present at a particular meeting of the Pers Pol DRG must be reconvened within five (5) Working Days after the date of the inquorate meeting. The Authority and the Service Provider must each use reasonable endeavours to ensure that all meetings are quorate;
- 2.2.3. the Chairman of the Pers Pol DRG will always be an Authority Representative;
- 2.2.4. an agenda of items to be discussed by the Pers Pol DRG must be notified to the Authority's and Service Provider's Representatives at the time the meeting is called by the Party that called the meeting;
- 2.2.5. representatives of third parties may attend the Pers Pol DRG meeting or any part thereof with the consent of any of the Authority's Representatives and the Service Provider's Representatives such consent not to be unreasonably withheld or delayed;

2.2.6. for the purposes of taking minutes of the meetings the Service Provider's Representatives shall be entitled to be accompanied by a secretarial assistant;

2.2.7. all meetings of the Pers Pol DRG shall be held at Andover unless the Parties agree otherwise.

2.3. If it is not possible for the Pers Pol DRG to resolve the disagreement at the initial meeting either Party is entitled by written notice to require the Pers Pol DRG to meet again within ten (10) Working Days of receipt of the original notice.

2.4. During the period of such notice, the representatives of the Service Provider and the Authority must seek, from the Party by which they are appointed, the power and authority to resolve the disagreement.

2.5. The Service Provider shall ensure that minutes of each Pers Pol DRG meeting are prepared and circulated to all attendees within one week of the date of the relevant meeting.

2.6. Two copies of each set of minutes are to be signed by one of the Authority's Representatives and one of the Service Provider's Representatives to acknowledge that the minutes are a true reflection of the business conducted at that meeting and one copy of the minutes will be retained by each of the Authority and the Service Provider.

2.7. For the avoidance of doubt, the presence of such signatories on any such minutes will not render such minutes "an appropriate legally binding form", for the purposes of Clause 1.2 of this Schedule 4 and will not bind the Authority or the Service Provider.

3. COSTS

3.1. The Service Provider and Authority agree that all direct costs of their respective Representatives and invitees (including in the case of the Service Provider, the cost of secretarial support) of attending such meetings shall be borne by the Party incurring the cost.

Ministry of Defence

**Contract No:
711410455**



**THE DELIVERY OF APPRENTICESHIPS TO
THE ROYAL MILITARY POLICE (RMP) AND THE
ADJUTANT GENERAL'S CORPS (AGC) (STAFF
AND PERSONNEL SUPPORT (SPS))**

SCHEDULE 5

**TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT)
(TUPE)**

PART 1 - EMPLOYEE TRANSFER ARRANGEMENTS ON ENTRY**1 DEFINITIONS**

1.1 In this Schedule 5 Part 1, save where otherwise provided, words and terms defined in Schedule 3 (Ts&Cs), Condition 2 (Definitions) of the Contract shall have the meaning ascribed to them in Schedule 3 (Ts&Cs), Condition 2 (Definitions) of the Contract.

1.2 Without prejudice to Schedule 3 (Ts&Cs), Condition 2 (Definitions) of the Contract, in this Schedule 5 Part 1 unless the context otherwise requires:

"Data protection legislation" means all applicable data protection and privacy legislation in force from time to time in the UK, including but not limited to:

(i) the General Data Protection Regulation ((EU) 2016/679) as retained in UK law by the EU (Withdrawal) Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (the "UK General Data Protection Regulation" or "UK GDPR");

(ii) the Data Protection Act 2018;

(iii) the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and

(iv) all applicable legislation and regulatory requirements in force from time to time which apply to a party relating to the processing of personal data and privacy and the guidance and codes of practice issued by the Information Commissioner's Office which apply to a party;

"Employing Sub-Contractor" means any sub-contractor of the Contractor providing any part of the Services who is or is to be the employer of a Previous Contractor Employee;

"New Provider" means any replacement service provider or providers engaged to provide the Services (or part thereof) or substantially similar services or the Authority itself where the Services or substantially similar services or part thereof continue to be provided by the Authority after partial termination, termination or expiry of this Contract;

"Previous Contractor" means Babcock Training Limited solely with regards to the RMP Cap Badge and TQ Education and Training Limited solely with regards to the AGC Cap Badge. For the avoidance of doubt, Employee Transfer Arrangements on Entry shall be run separately and concurrently with each Previous Contractor;

"Previous Contractor Employee" means an employee of a Previous Contractor who immediately before the Relevant Transfer Date is assigned to carry out the services to be carried out by the Contractor or Sub-Contractor under this Contract and who has not been dismissed, resigned, been reassigned or objected to the Relevant Transfer;

"Relevant Transfer" means a transfer to the Contractor or an Employing Sub-Contractor of a Previous Contractor Employee pursuant to this Contract and the Transfer Regulations;

"Relevant Transfer Date" means the date on which a Relevant Transfer is effected for Previous Contractor Employees;

"Relevant Statutory Scheme" has the same meaning as in Regulation 8 of the Transfer Regulations;

"Services" shall have the meaning specified in Schedule 1 (SOR);

“Transfer Regulations” means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time and/or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006 (as amended from time to time), as appropriate.

2 PREVIOUS CONTRACTOR EMPLOYEES

2.1 Employee Information

- 2.1.1 No later than three months prior to the Relevant Transfer Date the Authority shall provide to the Contractor the information listed in Appendix 1 of this Schedule 5 Part 1 in respect of Previous Contractor Employees to the extent that such information has been provided to the Authority by the Previous Contractor.
- 2.1.2 The Authority shall provide the Contractor with any update to the information provided under paragraph 2.1.1 as soon as is reasonably practicable, to the extent that such information has been provided to the Authority by the Previous Contractor.
- 2.1.3 The Contractor shall provide any information provided to it by the Authority pursuant to paragraph 2.1.1 to an Employing Sub-Contractor within seven Business Days of receipt to the extent that such Previous Contractor Employees are to transfer to an Employing Sub-Contractor under a Relevant Transfer on the Relevant Transfer Date.
- 2.1.4 Paragraph 2.1.1 is subject to the Authority and any Previous Contractor's obligations in respect of the Data Protection Legislation and any data provided by the Authority in accordance with paragraph 2.1.1 shall be provided in anonymous form in order to enable its disclosure. To the extent anonymous data has been provided by the Authority pursuant to its obligations under Paragraph 2.1.1 above, the Authority shall provide full data no later than 28 days prior to the Relevant Transfer.
- 2.1.5 The Authority does not warrant the accuracy of the information provided under paragraph 2.1.1.

2.2 Obligations in respect of Previous Contractor Employees

- 2.2.1 The Contractor and the Authority acknowledge (and the Contractor shall procure that the Employing Sub-Contractor acknowledges) that the provision of the Services under this Contract will constitute a Relevant Transfer.
- 2.2.2 The Contractor agrees (and will procure that the Employing Sub-Contractor agrees) that from the Relevant Transfer Date the contracts of employment of any Previous Contractor Employees together with any collective agreements (save insofar as such contracts and such agreements relate to benefits for old age, invalidity or survivors under any occupational pension scheme or otherwise do not transfer pursuant to regulation 4A of the Transfer Regulations) will take effect as if originally made between the Contractor or an Employing Sub-Contractor and the Previous Contractor Employees (or the relevant trade union, as the case may be) subject to any variations to such contracts of employment made pursuant to Regulation 9 of the Transfer Regulations, where applicable.
- 2.2.3 The Contractor agrees that it will comply with its obligations under sections 257 and 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005.
- 2.2.4 Save for any liabilities in respect of Previous Contractor Employees under a Relevant Statutory Scheme or Schemes, the Contractor or Employing Sub-Contractor (as the case may be) shall have responsibility for all emoluments and outgoings (including without limitation all wages, bonuses, commissions, payments in respect of holiday taken after the Relevant Transfer Date as appropriate, PAYE, national insurance contributions and

contributions to retirement benefit schemes) in relation to the Previous Contractor Employees with effect from and including the Relevant Transfer Date and shall indemnify the Authority and the Previous Contractor in respect of the same.

2.3 Indemnities

2.3.1 The Contractor shall indemnify and hold harmless the Authority and any Previous Contractor against all demands, claims, liabilities, losses and damages, costs and expenses (including all interest, penalties, legal and other costs and expenses) together with any applicable Value Added and similar taxes or liability for deduction of PAYE tax properly incurred by the Authority or any Previous Contractor arising out of or in connection with:

- (a) any breach by the Contractor and/or any Employing Sub-Contractor of their obligations under Regulation 13 of the Transfer Regulations;
- (b) any act or proposal by the Contractor or any Employing Sub-Contractor prior to or following the Relevant Transfer Date which amounts to a repudiatory breach of contract as referred to in Regulation 4(11) of the Transfer Regulations and/or to make a substantial change in working conditions of any Previous Contractor Employee to the material detriment of that employee. For the purposes of this sub-Clause the expressions “repudiatory breach”, “substantial change” and “material detriment” shall have the same meanings as for the purposes of Regulation 4(9) and 4(11) of the Transfer Regulations; and
- (c) any collective agreement or any arrangement with any trade union or staff association after the Relevant Transfer Date.
- (d) Any variations or proposed variations to any Previous Contractor Employee’s terms and conditions of employment pursuant to regulations 4(5) and 4(5B).

3 GENERAL PROVISIONS APPLICABLE TO PREVIOUS CONTRACTOR EMPLOYEES AND CONTRACTOR PERSONNEL

3.1 Contractor Indemnity

3.1.1 The Contractor shall indemnify the Authority and any New Provider against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with the employment or termination of employment by the Contractor or any Employing Sub-Contractor of any person (including the Previous Contractor Employees) engaged in connection with the provision of the Services during the term of this Agreement.

3.2 Post Transfer Reporting

3.2.1 The Contractor shall upon request by the Authority provide (or shall procure that an Employing Sub-Contractor shall provide) the Authority with the following information in respect of the employees who are wholly or mainly employed, assigned or engaged in providing the Services:

- (a) any proposed, agreed or imposed changes to terms and conditions of service;
- (b) disputes relating to compliance with the Transfer Regulations which are regarded as unresolved by a recognised Trade Union;
- (c) any court action or tribunal proceedings relating to compliance with the Transfer Regulations;

- (d) completed court action or tribunal proceedings relating to compliance with the Transfer Regulations; and
- (e) out of court settlements relating to compliance with the Transfer Regulations if possible having regard to the wording of the settlement.

PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS AGREEMENT**PART A**

1. Pursuant to paragraph 2.1.1 of this Schedule 5 Part 1, the written statement of employment particulars as required by section 1 of the Employment Rights Act 1996 together with the following information (save where that information is included within that statement) will be provided to the extent it is not included within the written statement of employment particulars:
 - 1.1 **Personal, Employment and Career**
 - a) Age;
 - b) Security Vetting Clearance;
 - c) Job title;
 - d) Work location;
 - e) Conditioned hours of work;
 - f) Employment Status;
 - g) Details of training and operating licensing required for Statutory and Health and Safety reasons;
 - h) Details of training or sponsorship commitments;
 - i) Standard Annual leave entitlement and current leave year entitlement and record;
 - j) Annual leave reckonable service date;
 - k) Details of disciplinary or grievance proceedings taken by or against transferring employees in the last two years;
 - l) Information of any legal proceedings between employees and their employer within the previous two years or any such proceedings that the transferor has reasonable grounds to believe that an employee may bring against the transferee arising out of their employment with the transferor;
 - m) Issue of Uniform/Protective Clothing;
 - n) Working Time Directive opt-out forms; and
 - o) Date from which the latest period of continuous employment began.
 - 1.2 **Performance Appraisal**
 - a) The current year's Performance Appraisal;
 - b) Current year's training plan (if it exists); and
 - c) Performance Pay Recommendations (PPR) forms completed in the current reporting year, or where relevant, any bonus entitlements;
 - 1.3 **Superannuation and Pay**
 - a) Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken within the last two years;
 - b) Annual salary and rates of pay band/grade;

- c) Shifts, unsociable hours or other premium rates of pay;
- d) Overtime history for the preceding twelve-month period;
- e) Allowances and bonuses for the preceding twelve-month period;
- f) Details of outstanding loan, advances on salary or debts;
- g) Cumulative pay for tax and pension purposes;
- h) Cumulative tax paid;
- i) National Insurance Number;
- j) National Insurance contribution rate;
- k) Other payments or deductions being made for statutory reasons;
- l) Any other voluntary deductions from pay;
- m) Pension Scheme Membership;
- n) For pension purposes, the notional reckonable service date;
- o) Pensionable pay history for three years to date of transfer;
- p) Percentage of any pay currently contributed under additional voluntary contribution arrangements; and
- q) Percentage of pay currently contributed under any added years arrangements.

1.4 Medical

- a) Sickness and absence records for the immediately preceding four-year period; and
- b) Details of any active restoring efficiency case for health purposes.

1.5 Disciplinary

- a) Details of any active restoring efficiency case for reasons of performance; and
- b) Details of any active disciplinary cases where corrective action is on going.

1.6 Further information

- a) Information about specific adjustments that have been made for an individual under the Equality Act 2010;
- b) Short term variations to attendance hours to accommodate a domestic situation;
- c) Individuals that are members of the Reserves, or staff that may have been granted special leave for public duties such as a School Governor; and
- d) Information about any current or expected maternity or other statutory leave or other absence from work.

Part B

1.1 Information to be provided 28 days prior to the Relevant Transfer Date:

- a) Employee's full name;
- b) Date of Birth
- c) Home address;
- d) Bank/building society account details for payroll purposes Tax Code.

PART 2 – STAFF TRANSFER ARRANGEMENTS ON EXIT**1. DEFINITIONS**

1.1 In this Schedule 5 Part 2, save where otherwise provided, words and terms defined in Schedule 3 (Ts&Cs), Condition 2 (Definitions) or Schedule 5 Part 1 of the Contract shall have the meaning ascribed to them in Schedule 3 (Ts&Cs), Condition 2 (Definitions) or Schedule 5 Part 1 of the Contract.

1.2 Without prejudice to Schedule 3 (Ts&Cs), Condition 2 (Definitions) of the Contract or Schedule 5, Part 1, in this Schedule 5 Part 2 unless the context otherwise requires:

"Employee Liability Information" has the same meaning as in Regulation 11(2) of the Transfer Regulations;

"Employing Sub-Contractor" means any sub-contractor of the Contractor providing all or any part of the Services who employs or engages any person in providing the Services;

"Subsequent Relevant Transfer" means a transfer of the employment of Subsequent Transferring Employees from the Contractor or any Employing Sub-Contractor to a New Provider or the Authority under the Transfer Regulations;

"Subsequent Transfer Date" means the date on which the transfer of a Subsequent Transferring Employee takes place under the Transfer Regulations;

"Subsequent Transferring Employee" means an employee wholly or mainly employed or otherwise assigned to the Services (or in respect of partial termination, the relevant part of the Services) whose employment transfers under the Transfer Regulations from the Contractor or any Employing Sub-Contractor to a New Provider;

"Transfer Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time and/or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006 (as amended from time to time), as appropriate.

2. EMPLOYMENT**2.1 Information on Re-tender, Partial Termination, Termination or Expiry**

2.1.1 No earlier than two years preceding the termination, partial termination or Expiry of this Contract or a potential Subsequent Transfer Date or at any time after the service of a notice to terminate this Contract or the provision of any of the Services (whether in whole or part) or on receipt of a written request by the Authority, the Contractor shall (and shall procure that any Employing Sub-Contractor shall):

- (a) supply to the Authority such information as the Authority may reasonably require in order to consider the application of the Transfer Regulations on the termination, partial termination or expiry of this Contract;
- (b) supply to the Authority such full and accurate and up-to-date information as may be requested by the Authority including the information listed in Appendix 1 to this Schedule 5 Part 2 relating to the employees who are wholly or mainly employed, assigned or engaged in providing the Services or part of the Services under this Contract who may be subject to a Subsequent Relevant Transfer;

- (c) provide the information promptly and in any event not later than three months from the date when a request for such information is made and at no cost to the Authority;
 - (d) acknowledge that the Authority will use the information for informing any prospective New Provider for any services which are substantially the same as the Services or part of the Services provided pursuant to this Contract;
 - (e) inform the Authority of any changes to the information provided under paragraph 2.1.1(a) or 2.1.1(b) up to the Subsequent Transfer Date as soon as reasonably practicable.
- 2.1.2 Three months preceding the termination, partial termination or expiry of this Contract or on receipt of a written request from the Authority the Contractor shall:
- (a) ensure that Employee Liability Information and such information listed in Part A of Appendix 2 of Part 2 of this Schedule 5 (Personnel Information) relating to the Subsequent Transferring Employees is provided to the Authority and/or any New Provider;
 - (b) inform the Authority and/or any New Provider of any changes to the information provided under this Paragraph 2.1.2 up to any Subsequent Transfer Date as soon as reasonably practicable;
 - (c) enable and assist the Authority and/or any New Provider or any sub-contractor of a New Provider to communicate with and meet those employees and their trade union or other employee representatives.
- 2.1.3 No later than 28 days prior to the Subsequent Transfer Date the Contractor shall provide the Authority and/or any New Provider with a final list of the Subsequent Transferring Employees together with the information listed in Part B of Appendix 2 of Part 2 of this Schedule 5 (Personnel Information) relating to the Subsequent Transferring Employees. The Contractor shall inform the Authority and/or New Provider of any changes to this list or information up to the Subsequent Transfer Date.
- 2.1.4 Within 14 days following the relevant Subsequent Transfer Date the Contractor shall provide to the Authority and/or any New Provider the information set out in Part C of Appendix 2 of this Schedule 5 in respect of Subsequent Transferring Employees.
- 2.1.5 Paragraphs 2.1.1 and 2.1.2 of this Schedule 5 are subject to the Contractor's obligations in respect of the Data Protection Legislation and the Contractor shall use its best endeavours to obtain the consent of its employees (and shall procure that its Sub-Contractors use their best endeavours to obtain the consent of their employees) to the extent necessary under the Data Protection Legislation or provide the data in an anonymous form in order to enable disclosure of the information required under paragraphs 2.1.1 and 2.1.2. Notwithstanding this paragraph 2.1.5, the Contractor acknowledges (and shall procure that its Sub-Contractors acknowledge) that they are required to provide sufficient information to the Authority to enable the Authority to determine the nature of the activities being undertaken by employees engaged in providing the Services, to assess whether there is an organised grouping for the purposes of the Transfer Regulations and to assess who is assigned to such organised grouping. To the extent that anonymous data has been provided by the Contractor pursuant to its obligations under Paragraph 2.1.1 or 2.1.2 above, the Contractor shall provide full data to the Authority no later than 28 days prior to the Subsequent Transfer Date.

2.1.6 On notification to the Contractor by the Authority of a New Provider or within the period of six months prior to the Termination Date or after service of a notice to terminate this Contract (whether in whole or in part), whichever is earlier and in any event on receipt of a written request by the Authority, the Contractor shall not and shall procure that an Employing Sub-Contractor shall not:

- (a) materially amend or promise to amend the rates of remuneration or other terms and conditions of employment of any person wholly or mainly employed or engaged in providing the Services under this Contract; or
- (b) replace or re-deploy from the Services any person wholly or mainly employed or engaged in providing the Services, or materially increase or decrease the number of persons performing the Services under this Contract or the working time spent on the Services (or any part thereof); or
- (c) reorganise any working methods or assign to any person wholly or mainly employed or engaged in providing the Services (or any part thereof) any duties unconnected with the Services (or any part thereof) under this Contract; or
- (d) terminate or give notice to terminate the employment of any person wholly or mainly employed or engaged in providing the Services (or any part thereof) under this Contract other than in the case of serious misconduct or for poor performance,

save in the ordinary course of business and with the prior written consent of the Authority (not to be unreasonably withheld or delayed) and the Contractor shall indemnify and keep indemnified the Authority in respect of any reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any breach of paragraphs 2.1.1, 2.1.2, 2.1.3, 2.1.4 or 2.1.6 of this Schedule 5 Part 2.

2.1.7 The Authority may at any time prior to the period set out in paragraph 2.1.5 of this Schedule 5 Part 2 request from the Contractor any of the information in sections 1(a) to (d) of Appendix 1 and the Contractor shall and shall procure any Sub-Contractor will provide the information requested within 28 days of receipt of that request.

2.2 **Obligations in Respect of Subsequent Transferring Employees**

2.2.1 To the extent that the Transfer Regulations apply on expiry, termination or partial termination of this contract, the Contractor shall and shall procure any Employing Sub-Contractor shall and the Authority shall and shall procure that a New Provider shall in such circumstances:

- (a) before and in relation to the Subsequent Transfer Date liaise with each other and shall co-operate with each other in order to implement effectively the smooth transfer of the Subsequent Transferring Employees to the Authority and/or a New Provider; and
- (b) comply with their respective obligations under the Transfer Regulations including their obligations to inform and consult under Regulation 13 of the Transfer Regulations.

2.3 **Unexpected Subsequent Transferring Employees**

2.3.1 If a claim or allegation is made by an employee or former employee of the Contractor or any Employing Sub-Contractor who is not named on the list of Subsequent Transferring Employees provided under paragraph 2.1.3 (an **"Unexpected Subsequent Transferring Employee"**) that they have or should have transferred to the Authority and/or New Provider by virtue of the Transfer Regulations, the Party receiving the claim or allegation shall notify the other Party (or the Contractor shall notify the Authority on the Sub-Contractor's behalf and the Authority shall notify the Contractor on the New Provider's behalf) in writing as soon as reasonably practicable and no later than ten Business Days after receiving notification of the Unexpected Subsequent Transferring Employee's claim or allegation, whereupon:

- (a) the Contractor shall (or shall procure that the Employing Sub-Contractor shall), as soon as reasonably practicable, offer and/or confirm continued employment to the Unexpected Subsequent Transferring Employee or take such other steps so as to effect a written withdrawal of the claim or allegation; and
- (b) if the Unexpected Subsequent Transferring Employee's claim or allegation is not withdrawn or resolved the Contractor shall notify the Authority (who will notify any New Provider who is a party to such claim or allegation), and the Authority (insofar as it is permitted) and/or New Provider (as appropriate) shall employ the Unexpected Subsequent Transferring Employee or as soon as reasonably practicable, (subject to compliance with its obligations at paragraph 2.3.1(c)(iii)), serve notice to terminate the Unexpected Subsequent Transferring Employee's employment in accordance with their contract of employment; and
- (c) the Contractor shall indemnify the Authority against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any of the following liabilities incurred by the Authority or New Provider in dealing with or disposing of the Unexpected Subsequent Transferring Employee's claim or allegation:
 - (i) any additional costs of employing the Unexpected Subsequent Transferring Employee up to the date of dismissal where the Unexpected Subsequent Transferring Employee has been dismissed in accordance with paragraph 2.3.1(b);
 - (ii) any liabilities acquired by virtue of the Transfer Regulations in relation to the Unexpected Subsequent Transferring Employee;
 - (iii) any liabilities relating to the termination of the Unexpected Subsequent Transferring Employee's employment but excluding such proportion or amount of any liability for unfair dismissal, breach of contract or discrimination attributable:
 - (A) to a failure by the Authority or a New Provider to act reasonably to mitigate the costs of dismissing such person);
 - (B) directly or indirectly to the procedure followed by the Authority or a New Provider in dismissing the Unexpected Transferee; or
 - (C) to the acts/omissions of the Authority or a New Provider not wholly connected to the dismissal of that person;

- (iv) any liabilities incurred under a settlement of the Unexpected Subsequent Transferring Employee's claim which was reached with the express permission of the Contractor (not to be unreasonably withheld or delayed);
- (v) reasonable administrative costs incurred by the Authority or New Provider in dealing with the Unexpected Subsequent Transferring Employee's claim or allegation, subject to a cap per Unexpected Subsequent Transferring Employee of £5,000; and
- (vi) legal and other professional costs reasonably incurred;

2.3.2 the Authority shall be deemed to have waived its right to an indemnity under paragraph 2.3.1(c) if it fails without reasonable cause to take, or fails to procure any New Provider takes, any action in accordance with any of the timescales referred to in this paragraph 2.3.

2.4 **Indemnities on Subsequent transfer under the Transfer Regulations on Partial Termination, Termination or Expiry of the Contract**

2.4.1 If on the expiry, termination or partial termination of the Contract there is a Subsequent Relevant Transfer, the Contractor shall indemnify the Authority and any New Provider against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any claim by any employee or trade union representative or employee representative arising whether before or after the Subsequent Transfer Date out of any failure by the Contractor or any Sub-Contractor to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Subsequent Transferring Employee or any other employee of the Contractor or any Sub-Contractor affected by the Subsequent Relevant Transfer (as defined by Regulation 13 of the Transfer Regulations), save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Authority or the New Provider.

2.4.2 If there is a Subsequent Relevant Transfer, the Authority shall indemnify the Contractor against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of, or in connection with:

- (a) any claim or claims by a Subsequent Transferring Employee at any time on or after the Subsequent Transfer Date which arise as a result of an act or omission of the Authority or a New Provider or a sub-contractor of a New Provider during the period from and including the Subsequent Transfer Date;
- (b) subject to paragraph 2.4.1 any claim by any employee or trade union representative or employee representative arising whether before or after the Subsequent Transfer Date out of any failure by the Authority or a New Provider or a sub-contractor of a New Provider to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Subsequent Transferring Employee or any other employee engaged wholly or mainly in connection with the Services by the New Provider or any other employee of the Authority or any New Provider affected by the Subsequent Relevant Transfer effected by this Contract (as defined by Regulation 13 of the Transfer Regulations),

save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Contractor or any Employing Sub-Contractor.

- 2.4.3 In the event of a Subsequent Relevant Transfer, the Authority shall indemnify the Contractor in respect of all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and other liabilities arising out of or in connection with or as a result of a substantial change by the Authority [or a New Provider or any sub-contractor of a New Provider] on or after the Subsequent Transfer Date to the working conditions of any Subsequent Transferring Employee to the material detriment of any such Subsequent Transferring Employee. For the purposes of this paragraph 2.4.3, the expressions "substantial change" and "material detriment" shall have the meanings as are ascribed to them for the purposes of Regulation 4(9) of the Transfer Regulations.

2.5 **Contracts (Rights of Third Parties) Act 1999**

- 2.5.1 A New Provider may enforce the terms of paragraph 2.3 and 2.4 against the Contractor in accordance with the Contracts (Rights of Third Parties) Act 1999.
- 2.5.2 The consent of a New Provider (save where the New Provider is the Authority) is not required to rescind, vary or terminate this Contract.
- 2.5.3 Nothing in this paragraph 2.5 shall affect the accrued rights of the New Provider prior to the rescission, variation, expiry or termination of this Contract.

2.6 **General**

- 2.6.1 The Contractor shall not recover any Costs and/or other losses under this Schedule 5 where such Costs and/or losses are recoverable by the Contractor elsewhere in this Contract and/or are recoverable under the Transfer Regulations or otherwise.

Appendix 1

CONTRACTOR PERSONNEL-RELATED INFORMATION TO BE RELEASED UPON RETENDERING WHERE THE TRANSFER REGULATIONS APPLIES

1. Pursuant to paragraph 2.1.1(b) of Part 2 of this Schedule 5, the following information will be provided:
 - a) The total number of individual employees (including any employees of Sub-Contractors) that are currently engaged, assigned or employed in providing the Services and who may therefore be transferred. Alternatively the Contractor should provide information why any of their employees or those of their Sub-Contractors will not transfer;
 - b) The total number of posts or proportion of posts expressed as a full-time equivalent value that currently undertakes the work that is to transfer;
 - c) The preceding 12 months total pay costs – (Pay, benefits employee/employer ERNIC and Overtime);
 - d) Total redundancy liability including any enhanced contractual payments;
2. In respect of those employees included in the total at 1(a), the following information:
 - a) Age (not date of Birth);
 - b) Employment Status (i.e. Fixed Term, Casual, Permanent);
 - c) Length of current period of continuous employment (in years, months) and notice entitlement;
 - d) Weekly conditioned hours of attendance (gross);
 - e) Standard Annual Holiday Entitlement (not "in year" holiday entitlement that may contain carry over or deficit from previous leave years);
 - f) Pension Scheme Membership;
 - g) Pension and redundancy liability information;
 - h) Annual Salary;
 - i) Details of any regular overtime commitments (these may be weekly, monthly or annual commitments for which staff may receive an overtime payment);
 - j) Details of attendance patterns that attract enhanced rates of pay or allowances;
 - k) Regular/recurring allowances;
 - l) Outstanding financial claims arising from employment (i.e. season ticket loans, transfer grants);
3. The information to be provided under this Appendix 1 should not identify an individual employee by name or other unique personal identifier unless such information is being provided 28 days prior to the Subsequent Transfer Date.
4. The Contractor will provide (and will procure that the Sub-Contractors provide) the Authority/tenderers with access to the Contractor's and Sub-Contractor's general employment terms and conditions applicable to those employees identified at paragraph 1(a) of this Appendix 1.

PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS CONTRACT**Part A**

1. Pursuant to paragraph 2.1.2 of this Schedule 5, part 2, the written statement of employment particulars as required by section 1 of the Employment Rights Act 1996 together with the following information (save where that information is included within that statement) which will be provided to the extent it is not included within the written statement of employment particulars:

- 1.1 **Personal, Employment and Career**

- a) Age;
- b) Security Vetting Clearance;
- c) Job title;
- d) Work location;
- e) Conditioned hours of work;
- f) Employment Status;
- g) Details of training and operating licensing required for Statutory and Health and Safety reasons;
- h) Details of training or sponsorship commitments;
- i) Standard Annual leave entitlement and current leave year entitlement and record;
- j) Annual leave reckonable service date;
- k) Details of disciplinary or grievance proceedings taken by or against transferring employees in the last two years;
- l) Information of any legal proceedings between employees and their employer within the previous two years or such proceedings that the transferor has reasonable grounds to believe that an employee may bring against the transferee arising out of their employment with the transferor;
- m) Issue of Uniform/Protective Clothing;
- n) Working Time Directive opt-out forms; and
- o) Date from which the latest period of continuous employment began.

- 1.2 **Superannuation and Pay**

- a) Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken during the last two years;
- b) Annual salary and rates of pay band/grade;
- c) Shifts, unsociable hours or other premium rates of pay;
- d) Overtime history for the preceding twelve-month period;
- e) Allowances and bonuses for the preceding twelve-month period;
- f) Details of outstanding loan, advances on salary or debts;

- g) Pension Scheme Membership;
- h) For pension purposes, the notional reckonable service date;
- i) Pensionable pay history for three years to date of transfer;
- j) Percentage of any pay currently contributed under additional voluntary contribution arrangements; and
- ki Percentage of pay currently contributed under any added years arrangements.

1.3 Medical

- a) Details of any period of sickness absence of 3 months or more in the preceding period of 12 months; and
- b) Details of any active restoring efficiency case for health purposes.

1.4 Disciplinary

- a) Details of any active restoring efficiency case for reasons of performance; and
- b) Details of any active disciplinary cases where corrective action is on going.

1.5 Further information

- a) Information about specific adjustments that have been made for an individual under the Equality Act 2010;
- b) Short term variations to attendance hours to accommodate a domestic situation;
- c) Individuals that are members of the Reserves, or staff that may have been granted special leave for public duties such as a School Governor; and
- d) Information about any current or expected maternity or other statutory leave or other absence from work.

Part B

1.6 Information to be provided 28 days prior to the Subsequent Transfer Date:

- a) Employee's full name;
- b) Date of Birth
- c) Home address;
- d) Bank/building society account details for payroll purposes Tax Code.

PART C

1.7 Information to be provided within 14 days following a Subsequent Transfer Date:

1.7.1 Performance Appraisal

- a) The current year's Performance Appraisal;
- b) Current year's training plan (if it exists); and
- c) Performance Pay Recommendations (PPR) forms completed in the current reporting year, or where relevant, any bonus entitlements;

1.7.2 Superannuation and Pay

- a) Cumulative pay for tax and pension purposes;
- b) Cumulative tax paid;
- c) National Insurance Number;
- d) National Insurance contribution rate;
- e) Other payments or deductions being made for statutory reasons;
- f) Any other voluntary deductions from pay.

Ministry of Defence

**Contract No:
711410455**



**THE DELIVERY OF APPRENTICESHIPS TO
THE ROYAL MILITARY POLICE (RMP) AND THE
ADJUTANT GENERAL'S CORPS (AGC) (STAFF
AND PERSONNEL SUPPORT (SPS))**

SCHEDULE 6

Performance Monitoring

Key Performance Indicators (KPIs)**1. DEFINITIONS**

- 1.1 In this Schedule 6 (Performance Monitoring), the following definitions shall apply:

Contract Management Meeting (CMM) means the terms of reference as set out at Annex F to Schedule 3 (Ts&Cs).

Management Status Report (MSR) means as set out in Paragraph 4 below.

Key Performance Indicators (KPIs) the key performance indicators set out in Annex A of this Schedule 6 (Performance Monitoring).

Key Performance Indicator (KPI) Failure where a Key Performance Indicator is measured as Red: Performance Failure.

Keep In Touch (KIT) Meeting means the terms of reference as set out at Annex F to Schedule 3 (Ts&Cs).

Recovery Plan (RP) as detailed at Clause 34.6 of Schedule 3 (Ts&Cs).

Working Group Management Board (WGMB) means the terms of reference as set out at Annex F to Schedule 3 (Ts&Cs).

Performance Indicators (PIs) the performance indicators set out in Annex A of this Schedule 6 (Performance Monitoring).

Steering Group Management Board (SGMB) means the terms of reference as set out at Annex F to Schedule 3 (Ts&Cs).

Social Value Action Plan means the action plan provided by the Service Provider to include specific tasks and timescales for delivery of social value.

Social Value KPI means the social value key performance indicator set out in Annex C of this Schedule 6 (Performance Monitoring).

2. PERFORMANCE INDICATORS AND KEY PERFORMANCE INDICATORS

- 2.1 Table 1 Annex A sets out the KPIs which both Parties agree shall be used to measure the Service Provider's performance of the Services: as well as the definitions for KPI ratings.

3. MONITORING AND REPORTING

- 3.1 Table 2 Annex A below sets out the Party responsible for producing the data against each KPI, and the reporting and review periods.

4 Management Status Report

4.1 A MSR for the relevant meeting for each KPI as set out at Table 2 Annex A below shall be provided by the Service Provider.

4.2 The MSR shall be in such format, as agreed between the Parties from time to time, and contain, as a minimum, the following information:

Information in respect of the period just ended

4.2.1 for each KPI, the actual performance achieved over the relevant period.

4.2.2 a summary of all KPI Failures that occurred during the relevant period.

4.2.3 which KPI Failures remain outstanding and progress in resolving them.

4.2.4 the cause or likely cause of the relevant KPI Failure and the action being taken to reduce the likelihood of recurrence.

4.2.5 the status of any outstanding RP processes, including:

- (a) whether or not a RP has been agreed; and
- (b) where a RP has been agreed, a summary of the Service Provider's progress in implementing that RP.

4.2.6 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence.

4.2.7 such other details as the Authority may reasonably require from time to time.

4.3 The MSR shall reflect any Authority feedback and any instances of failure to provide the requirements of the contract to the standard required by the KPIs, which are either identified by the Contractor or by the Designated Officer which relate to each review period.

5. Performance Meetings

5.1 Each MSR that has been finalised shall then be submitted for consideration to the next relevant meeting as set out at Table 2 Annex A below.

5.2 As part of each meeting:

5.2.1 The Authority shall inform the Service Provider of any additional feedback received which has not been included in the MSR and which indicates that the content of the report may be inaccurate.

5.2.2 The Authority and the Service Provider shall consider and discuss the content of the MSR and any additional feedback.

5.2.3 The Service Provider shall provide any evidence of where the Authority has not met its obligations which have resulted in a failure of performance.

5.2.4 The Authority and the Service Provider shall agree any amendments to be made to the MSR.

5.2.5 Following the meeting, within three (3) working days the Service Provider shall update the MSR to reflect the agreed amendments and issue the Authority with a revised report.

5.2.6 The Authority shall confirm its approval of the revised MSR.

5.3 The Authority reserves the right to downgrade a KPI RAG performance level following discussion at the relevant meeting.

5.4 The Authority shall have the final decision on whether a KPI has been rectified or not.

5.5 In the event of disagreement, the matter shall be dealt with in accordance with the Schedule 4 (Dispute Resolution Procedures).

6 MEASURING PERFORMANCE FAILURES

6.1 Amber: Requires Improvement (RI)

6.1.1 Where a KPI is measured as being Amber: Requires Improvement (RI), the Service Provider shall:

- (a) receive an AMBER grading against such KPI; and
- (b) discuss within the relevant meeting measures put in place to improve performance

6.1.2 Once the Authority has deemed that the Service Provider has rectified the Services measured as Amber: RI, then the relevant KPI shall be measured as being Green: Good for the month in which it is rectified, and no further action shall be required by the Service Provider.

6.1.3 If a KPI measured as Amber: RI has not been rectified within the time period agreed within the relevant meeting, to the reasonable satisfaction of the Authority, then that month's KPI will be measured as Red: Inadequate Threshold (IT).

6.1.4 If a KPI is measured as Amber: RI three times in a rolling six-month period, on the third occasion such KPI shall be measured as Red: IT.

6.1.5 Where KPI 4 is measured as Amber: RI the Authority reserves the right to require the Service Provider to produce a RP as detailed at Clause 34.6 of Schedule 3 (Ts&Cs). Where an RP is required the actions at 6.2.2 – 6.2.4 shall be followed.

6.2 Red: Inadequate Threshold (IT)

6.2.1 Where a KPI is measured as being Red: IT, the Service Provider shall receive a RED grading against such KPI.

6.2.2 The Service Provider shall produce a RP as detailed at Clause 34.6 of Schedule 3 (Ts&Cs) within 5 Working Days.

6.2.3 The RP shall be submitted to the relevant meeting as set out at Table 2 Annex A below with the exception of KPI 3 which shall be submitted to BSS Service Provider.

6.2.4 If the RP is agreed with the Authority, then the Service Provider shall deliver the actions within the agreed timescales. If the plan is insufficient, then the Authority

shall request a revised plan to be provided promptly and no later than 5 Working Days.

- 6.2.5 The Service Provider shall carry out the RP immediately from the date on which the RP is agreed by the Parties (or such date set out in the RP) and the Service Provider shall complete the actions set out in the RP within the agreed timescales.
- 6.2.6 Once a KPI is measured as Red: It shall stay as RED on the MSR until the relevant Service is rectified (pursuant to the rectification process) to the Authority's reasonable satisfaction, at which point it will return to GREEN.
- 6.2.7 Where a KPI does not return to GREEN at the end of the timescales set out in the RP the matter shall be referred to a CMM where future actions will be considered.
- 6.2.8 The CMM shall where performance cannot be restored to GREEN apply the processes set out in Clauses 34.8-34.9 of Schedule 3 (Ts&Cs).

1. Table of Key Performance Indicators

KPI Description	Rating Description			Performance Review			
	Good	Approaching Target	Inadequate Threshold	Performance Achieved	Rating Assigned	Authority Comments	Service Provider Comments
KPI1 Timely Learner Reviews	At least 85% of Learner Reviews are conducted on time.	77%- 84% of Learner Reviews are conducted on time.	Less than 77% of Learner Reviews are Conducted on time				
KPI2.1 Functional Skills First Time Pass Rate - Maths	At least 75% of Learners pass FS Maths at their first attempt	50% - 74% of Learners pass FS Maths at their first attempt	Less than 50% of Learners pass FS Maths at their first attempt				
KPI2.2 Functional Skills First Time Pass Rate – English	At least 75% of Learners pass ALL FS English at their first attempt	50% - 74% of Learners pass ALL FS English at their first attempt	Less than 50% of Learners pass ALL FS English at their first attempt				
KPI3 Timely MIS validation error resolution	Zero outstanding errors	1% - 14% of outstanding Errors	15% or more outstanding Errors				
KPI4 Satisfactory SOP5 Audit Findings	Audit findings result in Full or Substantial assurance	Audit findings result in Limited assurance	Audit findings No assurance				
KPI5 Learner Satisfaction ²⁴	At least 75% of Learners who respond to questionnaire are satisfied, or better, with Service Provider contribution to their Learning Journey.	65% - 74% of Learners who respond to questionnaire are satisfied, or better, with Service Provider contribution to their Learning Journey.	Less than 65% of Learners who respond to questionnaire are satisfied, or better, with Service Provider contribution to their Learning Journey.				
SV KPI Social Value KPI [to be inserted]	[to be inserted]	[to be inserted]	[to be inserted]				

²⁴ The Service Provider shall initially be responsible for providing KPI data whilst the Authority establishes its learner survey. Once the Authority survey processes are in place to the Authority's satisfaction; data reporting responsibility shall switch to the Authority. For the avoidance of doubt, the KPI will still specifically focus on Learner Satisfaction with regards to Service Provider contribution to their Learning Journey.

Schedule 6 (Performance Monitoring)

2. Table of KPI Data Requirements

KPI	Data Produced By	Reporting Frequency	Review Period and Meeting
KPI1 Timely Learner Reviews	BSS Service Provider	Monthly	Monthly WGMB
KPI2.1 Functional Skills First Time Pass Rate - Maths	Service Provider	Monthly from Month 3 of the Contract	Monthly WGMB
KPI2.2 Functional Skills First Time Pass Rate – English	Service provider	Monthly from Month 3 of the Contract	Monthly WGMB
KPI3 Timely MIS validation error resolution	BSS Service Provider	Monthly	6 Monthly at KIT Meeting
KPI4 Satisfactory SOP5 Audit Findings	BSS Service Provider	Annual	Annually at KIT Meeting
KPI5 Learner Satisfaction	Service Provider ²⁵	Quarterly	6 Monthly SGMB
SV KPI Social Value KPI [to be inserted]	To Be Inserted	To Be Agreed	To Be Agreed

²⁵ The Service Provider shall initially be responsible for providing KPI data whilst the Authority establishes its learner survey. Once the Authority survey processes are in place to the Authority's satisfaction; data reporting responsibility shall switch to the Authority. For the avoidance of doubt, the KPI will still specifically focus on Learner Satisfaction with regards to Service Provider contribution to their Learning Journey.

**Publishable Performance Information - Key Performance Indicator Data Report (i.a.w. Condition 9 (Transparency) of Schedule 3 (Ts&Cs))
for Contract No: 711410455**

KPI Description*	Rating Thresholds	Frequency of Measurement	Quarter and Year*	Average for Reporting Period	Rating*	Comment*
Functional Skills First Time Pass Rate – Maths and English	Good	Monthly	[Contractor to insert the relevant Quarter and Year for the period being reported on.]	[Contractor to insert the average Rating for the period being reported. This should show the actual performance achieved during the period. The format must be consistent with 'Rating Thresholds'.]	[Contractor to insert the Rating for the period being reported. The Rating must correspond to the appropriate 'Rating Thresholds'.]	[Contractor to insert a comment as appropriate]
	75% Pass Rate					
	Approaching Target: 50% - 74% Pass Rate					
	Requires Improvement: Inadequate: Less than 50% Pass Rate					
Satisfactory SOP5 Audit Findings	Good*: Full or Substantial Improvement	Annual				
	Approaching					

	Target:					
	Requires Improvement:					
	Limited Assurance					
	Inadequate: No Assurance					
Learner Satisfaction	Good*: 75% Learners Satisfied	Quarterly				
	Approaching Target:					
	Requires Improvement: 65% - 74% Learners Satisfied					
	Inadequate: Less than 65% Learners Satisfied					
Social Value KPI (if applicable)	Good*: TBA	TBA				
	Approaching Target:					

	Requires Improvement: TBA					
	Inadequate: TBA					

*Publishable fields. Please note, of the four Rating Thresholds, only the ‘Good’ threshold is published.
Please see the [DEFFORM 539B Explanatory Notes](#) for guidance on completing the KPI Data Report.

**Annex C to
Schedule 6 (Performance Monitoring)**

Social Value KPI (SV KPI)

[SV KPI to be agreed with the Authority at Contract Launch and inserted into Contract]

Ministry of Defence

**Contract No:
711410455**



**THE DELIVERY OF APPRENTICESHIPS TO
THE ROYAL MILITARY POLICE (RMP) AND THE
ADJUTANT GENERAL'S CORPS (AGC) (STAFF
AND PERSONNEL SUPPORT (SPS))**

SCHEDULE 7

SERVICE DELIVERY PLAN (TECHNICAL TENDER RESPONSE)

In accordance with 4.2 of Schedule 3 of the Contract, the following elements of the Service Delivery Plan for this contract have been extracted from the Contractor's relevant Technical responses to ITT 711410455 and is enforceable as part of the entire agreement:

1	Strategic Overview	Redacted - Commercial Sensitive information
2	Curriculum Planning and Management	Redacted - Commercial Sensitive information
3a	Apprentice Management, Support and Engagement – onboarding	Redacted - Commercial Sensitive information
3b	Apprentice Management, Support and Engagement – on programme	Redacted - Commercial Sensitive information
3c	Apprentice Management, Support and Engagement – pre and post Gateway	Redacted - Commercial Sensitive information
4	Delivering the Requirement	Redacted - Commercial Sensitive information
5	Administration, Data Handling and Compliance	Redacted - Commercial Sensitive information
6	Leadership and Management	Redacted - Commercial Sensitive information
7	Quality Assurance and Continuous Improvement	Redacted - Commercial Sensitive information
8	Governance and Communications	Redacted - Commercial Sensitive information
9	Contract Transition	Redacted - Commercial Sensitive information
10	Scenario	Redacted - Commercial Sensitive information
11	SV Equal Opportunity: Tackling inequality in the contract workforce	Redacted - Commercial Sensitive information
12	SV Wellbeing: Support health and wellbeing in the workforce	Redacted - Commercial Sensitive information