**Crown Commercial Service**

###### CONSTRUCTION PROFESSIONAL SERVICES FRAMEWORK SCHEDULE 5 TEMPLATE CALL OFF AGREEMENT (INCORPORATING THE NEC4 PROFESSIONAL SERVICES

**CONTRACT JUNE 2017 (INCLUDING AMENDMENTS ISSUED JANUARY 2019 AND OCTOBER 2020) AND CONTRACT DATA**

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**Date 01 August 2024**

###### FORM OF AGREEMENT

**Incorporating the NEC4 Professional Services Contract June 2017 incorporating amendments January 2019 and October 2020**

**Between**

**The Ministry of Defence (MOD), Defence Infrastructure Organisation (DIO)**

**And**

**Mace Consult Ltd**

**For the provision of**

**Project and Construction Management Services (PCMS) CCS Ref No: CCZD23A01**

**CCS Framework RM6165 – Lot 5 Defence DIO Contract Number: 708643450**

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**THIS AGREEMENT is made the first day of August 2024 PARTIES:**

1. The Defence Infrastructure Organisation **(DIO)** acting as part of the Secretary of State and (the "***Client***"):
2. **Mace Consult Ltd** which is a company incorporated in and in accordance with the laws of England and Wales (Company No. **07094851**) whose registered office address is at 155 Moorgate, London, EC2M 6XB (the "***Consultant***").

###### BACKGROUND

* 1. The Minister for the Cabinet Office (the "**Cabinet Office**") as represented by Crown Commercial Service, a trading fund of the Cabinet Office, without separate legal personality (the "**Authority**"), established a framework for construction professional services for the benefit of public sector bodies.
  2. The *Consultant* was appointed to the framework and executed the framework agreement (with reference number RM6165) which is dated 03 November 2021 (the “**Framework Agreement**”). In the Framework Agreement, the Consultant is identified as the “Supplier”.
  3. On the *29th September 2023* the *Client*, acting as part of the Crown, and in the Framework Agreement is identified as a “Contracting Authority” invited the *Consultant* along with other framework suppliers to tender for the *Client’s* construction professional team services requirements in accordance with the Call Off Procedure (as defined in the Framework Agreement).
  4. On the *17th November 2023* the *Consultant* submitted a tender response and was subsequently selected by the *Client* to provide the *service*.[1](#_bookmark0)
  5. The *Consultant* has agreed to Provide the Services in accordance with this agreement and the Framework Agreement.

###### IT IS AGREED AS FOLLOWS:

* + 1. The *Client* will pay the *Consultant* the amount due and carry out his duties in accordance with the *conditions of contract* identified in the Contract Data and the Contract Schedules.
    2. The *Consultant* will Provide the Service in accordance with the *conditions of contract*

identified in the Contract Data and the Contract Schedules.

* + 1. This contract incorporates the conditions of contract in the form of the NEC4 Professional Services Contract June 2017 Edition incorporating amendments January 2019 and October 2020 and incorporating the following Options:

**Option E** - Cost Reimbursable Contract

**Option Y** - (UK)2 The Housing Grants, Construction 7 Regeneration Act 1996.

which together with the *additional conditions of contract* specified in Option Z, and the amendments specified in Option Z, form this contract together with the documents referred to in it. References in the NEC4 Professional Services Contract June 2017

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Edition incorporating amendments January 2019 and October 2020 to "the contract" are references to this contract.

* + 1. This contract and the Framework Agreement RM6165 is the entire agreement between the parties in relation to the *service* and supersedes and extinguishes all prior arrangements, understandings, agreements, statements, representations or warranties (whether written or oral) relating thereto.
    2. Neither party has been given, nor entered into this contract in reliance on any arrangements, understandings, agreements, statements, representations or warranties other than those expressly set out in this agreement.
    3. Nothing in clauses 4 or 5 shall exclude liability in respect of misrepresentations made fraudulently.
    4. The Contract Schedules are:
       1. Form of Agreement
       2. Contract Data – Part One (Data provided by the *Client*)
       3. Contract Data – Part Two (Data provided by the *Consultant*)
       4. Schedule 1 – Insurance Cover Clauses
       5. Schedule 2 – TUPE
       6. Schedule 3 – Variation of Price (VoP)
    5. Additional conditions of contract – clauses Z46, Z102, Z103, Z104, Z105, Z106, Z107, Z108, Z109, Z110, Z111, Z112 and Z113.

**Executed under hand by *Client***

Redacted Text Under FOIA Section 40, Personal Information

**Executed under hand by the *Consultant***

Redacted Text Under FOIA Section 40, Personal Information

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Professional Services Contract Contract Data

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| **Part one – Data provided by the *Client*** | |
| **1. General** | The *conditions of contract* are the core clauses and the clauses for the following main option, the option for resolving and avoiding disputes and the and secondary Options of the NEC4 Professional Services Contract June 2017 incorporating amendments January 2019 and October 2020.  **Main Option E**  Option for resolving and avoiding disputes **W2**  Secondary Options **X2**, **X18**, **Y(UK)2, Z46**, **Z102**, **Z103**, **Z104**, **Z105**, **Z106**, **Z107**, **Z108**, **Z109**, **Z110**, **Z111**, **Z112** and **Z113**. |
|  | The *service* is the Scope and *Services which* are defined in the Statement of Requirement – Annex A (within ITT supporting documentation).  The *Client* is **Defence Infrastructure Organisation, Ministry of Defence**.  *Address for communications:*  Redacted Text Under FOIA Section 40, Personal Information |
|  | The *Service Manager* is:  *Redacted Text Under FOIA Section 40, Personal Information* |

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| The *language of the contract* is English.  The *law of the contract* is the law of England and Wales and subject to Item 9, Resolving & avoiding disputes which provides for resolution of disputes by arbitration and without prejudice to the dispute resolution process set out in the same Item 9, the Courts of England shall have exclusive jurisdiction with regard to any dispute in connection with this Agreement and the Parties irrevocably agree to submit to the jurisdiction of those courts. Other jurisdictions may apply solely for the purpose of giving effect to this Condition and for the enforcement of any judgement, order or award given under English jurisdiction.  If Option Y(UK)2 is said to apply then notwithstanding that this contract relates to the carrying out of construction operations other than in England or Wales, the Act is deemed to apply to this contract.  The *period for reply* is two weeks.  The *period for retention* is 6 years or following Completion or earlier termination. | |
| The following matters will be included in the Early Warning Register:   * war situation, army mobilization – other priorities | |
| Early warning meetings are held at intervals no longer than – as appropriate. | |
| **2. The *Consultant’s* main responsibilities** |  |
| **If the Client has identified work which is set to meet a stated *condition* by a *key***  ***date*** | The *Client* has no *Key Dates* |
| **If Option E is used:** | The *Consultant* prepares forecasts of the total Defined Cost plus  *expenses* at intervals no longer than 4 weeks. |
| **3. Time** | *The starting date* is the date of contract award. |
| **If the *Client* has decided the *completion date* for the whole of the *service*** | The *completion date* for the whole of the *service* is 31 July 2027 with an option to extend for 1 year – dependent on further funding and approvals. |
| **If no programme is identified in part** | The period after the Contract Date within which the *Consultant* is to submit a first programme for acceptance is **30 Days.** |

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| **two of the Contract Data** |  |
| **4. Quality Management** | The period after the Contract Date within which the *Consultant* is to submit a quality policy statement and quality plan is one month.  The period between Completion of the whole of the *service* and the  *d*e*fects date* is (Not Applicable)*.* |
| **5. Payment** | The *currency of the contract* is the pound sterling (£). |
|  | The *assessment interval* is **30 days**. |
| **If Option E is used and the *Client* states any locations** | The locations for which the *Consultant* provides a charge for the cost of support people and office overhead are:  **NOT USED** |
| **6. Compensation**  **Events** | **NOT USED** |
| **7. Rights to**  **Material** | **NOT USED** |
| **8. Liability and**  **insurance** | *The Consultant*'s total liability to the *Client* for all matters arising under or in connection with the contract, other than the Excluded Matters, is limited to £2,000,000 for each and every claim.  Please refer to Schedule 1 for Insurance Cover Clauses |
| **9. Resolving & avoiding disputes** | The *tribunal* is arbitration. |
| **If the *tribunal* is arbitration** | The *arbitration procedure* is the London Court of International Arbitration Rules;  The place where arbitration is to be held is London.  The person or organisation who will choose the arbitrator if the parties  cannot agree a choice or if the *arbitration procedure* does not state who selects and arbitrator is: Institution of Civil Engineers. |

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|  | The *Representatives* of the *Client* are:  Redacted Text Under FOIA Section 40, Personal Information |
|  | The *Senior Representatives* of the *Client* are:  Redacted Text Under FOIA Section 40, Personal Information |
|  | The *Adjudicator* is the person agreed by the Parties from the list of *Adjudicator*s published by the Institution of Civil Engineers or nominated by the *Adjudicator nominating body* in the absence of agreement.  *Address for communications:*  *1 Great George Street, Westminster, London, SW1P 3AA. Address for electronic communications* [*www.ice.org.uk*](http://www.ice.org.uk/) |
|  | The *Adjudicator nominating body* is the *Institution of Civil Engineers*. |
| **Option X1 Price adjustment for inflation (used only with options**  **A and C)** | **NOT USED** |
| **Option X2 Changes in the law** | **If Option X2 IS USED**  *The law of the project* is the law of England and Wales. |
| **Option X3 Multiple currencies**  **Option X5**  **Sectional Completion** | **NOT USED**  **NOT USED** |

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| **Option X6 Bonus**  **for early Completion** | **NOT USED** |
| **Option X7 Delay damages** | **NOT USED** |
| **Option X8 Undertakings to**  **Others** | **NOT USED** |
| **Option X10 Information modelling** | **NOT USED** |
| **Option X12 Multiparty collaboration (not to be used with**  **X20)** | **NOT USED** |
| **X13 Performance**  **bond** | **NOT USED** |
| **Option X18 Limitation of**  **liability** | **IS USED**  The end of liability date is 6 years after Completion of the whole of the service. |
|  | The *Consultant’s* liability to the *Client* for indirect or consequential loss is limited to £2,000,000 for each and every claim. |
| **Option X20 Key performance indicators *(not for use with Option***  ***X12)*** | **NOT USED**   * Refer to Clause Z102 – Key Performance Indicators. * A report of performance against each Key Performance Indicator is provided at intervals of one month – Refer to **Annex H** – Key Performance Indicator Table (found in the ITT supporting documentation). |
| **Option Y(UK)1 Project bank**  **account** | **NOT USED** |
| **Option Y(UK)2 The Housing Grants, Construction and**  **Regeneration Act** | **If Y(UK)2 is used** |

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| **If Y(UK)2 is used and the final date for payment is not 14 days after the**  **date when payment is due** | The period for payment is **30 days** after the date on which a payment becomes due | |
| **Option Y(UK)3 The Contracts (Rights of Third Parties)**  **Act** | **NOT USED** | |
| **Option Z** | The *additional conditions of contract* are detailed below at Z46, Z102, Z103, Z104, Z105, Z106, Z107, Z108, Z109, Z110, Z111, Z112 and Z113. | |
| **Contract Data relating to Z clauses** | | *The additional conditions of contract are as selected below and as detailed in the appended Standard Boilerplate Amendments.* |
| **Option Z2** | | **Identified and defined terms**  does not apply |
| **Option Z4** | | **Admittance to Client’s Premises**  does not apply |
| **Option Z5** | | **Prevention of fraud and bribery**  does not apply |
| **Option Z6** | | **Equality and diversity**  does not apply |
| **Option Z7** | | **Legislation and Official Secrets**  does not apply |
| **Option Z8** | | **Conflict of interest**  does not apply |
| **Option Z9** | | **Publicity and Branding**  does not apply |
| **Option Z10** | | **Freedom of information**  does not apply |
| **Option Z13** | | **Confidentiality and Information Sharing**  does not apply |

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| **Option Z14** | **Security Requirements**  does not apply |
| **Option Z16** | **Tax Compliance**  does not apply |
| **Option Z22** | **Fair payment** |
|  | does not apply |
| **Option Z42** | **The Housing Grants, Construction and Regeneration Act 1996**  does not apply |
| **Option Z44** | **Intellectual Property Rights**  does not apply |
| **Option Z45** | **HMRC Requirements**  does not apply |
| **Option Z46** | **MoD DEFCON Requirements**  applies   1. DEFCON 005J (Edn 18/11/16) – Unique Identifiers 2. DEFCON 035 (Edn 06/21) – Progress Payments 3. DEFCON 076 (Edn 11/22) - Contractor's Personnel at Government Establishments 4. DEFCON 90 (Edn 06/21) – Copyright 5. DEFCON 501 (Edn 10/21) - Definitions & Interpretations 6. DEFCON 503 (Edn 06/22) - Formal Amendments to Contract 7. DEFCON 513 (Edn 04/22) - Value Added Tax (VAT) and Other Taxes 8. DEFCON 514 (Edn 08/15) - Material Breach 9. DEFCON 515 (Edn 06/21) - Bankruptcy and Insolvency 10. DEFCON 516 (Edn 04/12) - Equality 11. DEFCON 518 (Edn 02/17) - Transfer 12. DEFCON 520 (Edn 10/23) - Corrupt Gifts and Payments of Commission 13. DEFCON 522 (Edn 11/21) - Payment and Recovery of Sums Dues     * Items 2, 3, 4 and 5 do not apply.     * Item 6 has the following words removed ‘*other government contracts*’. |

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1. DEFCON 526 (Edn 08/02) - Notices
2. DEFCON 527 (Edn 09/97) - Waiver
3. DEFCON 531 (Edn 09/21) - Disclosure of Information
4. DEFCON 532B (Edn 12/22) - Protection of Personal Data (Where personal Data is being Processed on behalf of the Authority)
5. DEFCON 534 (Edn 06/21) - Sub-Contracting and Prompt Payment
6. DEFCON 537 (Edn 12/21) - Rights of Third Parties
7. DEFCON 538 (Edn 06/02) - Severability
8. DEFCON 539 (Edn 01/22) – Transparency
9. DEFCON 540 (Edn 05/23) – Conflicts of Interest
10. DEFCON 550 (Edn 02/14) - Child Labour and Employment Law
11. DEFCON 565 (Edn 07/23) – Supply Chain Resilience & Risk Awareness
12. DEFCON 566 (Edn 04/24) - Change of Control of Contractor
13. DEFCON 602A (Edn 04/23) – Quality Assurance (With a Deliverable Quality Plan)
14. DEFCON 604 (Edn 06/14) – Progress Reports
15. DEFCON 605 (Edn 06/14) - Financial Reports
16. DEFCON 606 (Edn 07/21) – Change & Configuration Control Procedure
17. DEFCON 609 (Edn 07/21) – Contractor’s Records
18. DEFCON 611 (Edn 12/22) – Issued Property
19. DEFCON 625 (Edn 06/21) – Co-operation On Expiry of Contract
20. DEFCON 632 (Edn 11/21) - Third Party Intellectual Property – Rights & Restrictions
21. DEFCON 642 (Edn 07/21) – Progress Meetings
22. DEFCON 656B (Edn 08/16) – Termination for Convenience (Contracts £5m & Over)
23. DEFCON 658 (Edn 10/22) - Cyber
24. DEFCON 659A (Edn 09/21) - Security Measures
25. DEFCON 660 (Edn 12/15) - Official-Sensitive Security Requirements
26. DEFCON 670 (Edn 02/17) - Tax Compliance
27. DEFCON 681 (Edn 06/02) – Decoupling Clause – Subcontracting with the Crown
28. DEFCON 687A (Edn 06/21) – Provision Of A Shared Data Environment Service

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|  | 1. DEFCON 687B (Edn 06/21) – Shared Data Environment system transfer arrangements 2. DEFCON 694 (Edn 07/21) - Accounting For Property of the Authority 3. DEFCON 703 (Edn 06/21) - Intellectual Property Rights – Vesting in the Authority   **In the event of a conflict between the NEC4 Z Clauses and the above DEFCONs, the DEFCONs shall take precedence. References to “the Authority” and “the Contractor” in the above DEFCONs shall been deemed to refer to the *Client* and the *Consultant* respectively.** |
| **Option Z47** | **Small and Medium Sized Enterprises (SMEs)**  does not apply |
| **Option Z48** | **Apprenticeships**  does not apply |
| **Option Z49** | **Change of Control**  does not apply |
| **Option Z50** | **Financial Standing**  does not apply |
| **Option Z51** | **Financial Distress**  does not apply |
| **Option Z52** | **Records, audit access and open book data**  does not apply |
| **Option Z100** | **Data Protection**  does not apply |
| **Option Z101** | **Cyber Essentials**  does not apply |
| **Other *Additional conditions of***  ***contract*** |  |
| **Option Z102** | **Key Performance Indicators**  applies  The performance of the *Consultant* will be managed and monitored by the *Client*, in accordance with the Key Performance Indicators (KPIs) at Annex H of the supporting ITT documentation. |
| **Option Z103** | **Excluded Matters** |

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|  | applies  The Excluded Matters are:   1. any indemnity given by the *Consultant* to the *Client* under the contract, including but not limited to;    1. the *Consultant’s* indemnity in relation to clause Z46 - DEFCON 632 (Edn 11/21) 2. breach by the *Consultant* of clause Z46 – DEFCON 532B and Data Protection Legislation; 3. 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; 4. any payments which are recovered or recoverable by the *Consultant* under any policy of insurance required to be effected under the contract; 5. any losses in respect of which the *Consultant* is entitled to recover (or would be entitled to recover but for its own default) under the terms of the insurances to be maintained by the *Consultant* under the contract. |
| **Option Z104** | **Identified and Defined Terms**  applies  Delete sub-clause 11.2(8). |
| **Option Z105** | **Identified and Defined Terms**  applies  Delete the existing sub-clause 11.2(17) and replace with sub-clause 11.2(17) as follows:  11.2(17) Defined Cost is the cost of the components in the Short Schedule of Cost Components less Disallowed Cost. |
| **Option Z106** | **Identified and Defined Terms**  applies  Delete the existing sub-clause 11.2(18) and replace with sub-clause 11.2(18) as follows:  11.2(18) Disallowed Cost is a cost which:   * is not justified by the *Consultant’s* accounts and records; * should not have been paid to a Subcontractor or supplier in accordance with its contract; * was incurred only because the *Consultant* did not: |

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|  | * follow an acceptance, procurement or other procedure stated in the Scope or other part of the contract; * give an early warning which the contract required it to give; or * give notification to the *Service Manager* of the preparation for or conduct of an adjudication or proceedings of a tribunal between the *Consultant* and a Subcontractor or supplier; * is attributable to a compensation event under a subcontract which is not a compensation event under the contract; * the contract states is disallowed or excluded or not to be taken into account in determining the Defined Costs; * was incurred due to fraud or willful default; * is a payment to a Subcontractor who has not been accepted by the *Service Manager* or payment to a Subcontractor under subcontract conditions, contract data or other documents that have been not accepted by the *Service Manager*; * results from a breach of contract by the *Consultant* or any Subcontractor; * is a *Consultant’s* liability under clause 81; * is incurred in (or in preparing) the conduct of any dispute resolution procedure;   and the cost of:   * correcting Defects; * resources not used to Provide the Service (after allowing for reasonable availability and utilisation); * preparation for and conduct of an adjudication, payments to a member of the Dispute Avoidance Board or proceedings of the *tribunal* between the Parties; * a replacement person for a *key person* during the period that the *key person* hands over its duties and responsibilities to the replacement person and during any period of parallel working between the replaced and replacement person; * rectification of loss or damage that is a risk carried by the   *Consultant*; and   * discounts, rebates or similar deductions or apportionments which the *Consultant* can recover, arising from any individual or company- wide arrangements between the *Consultant* and any Subcontractor. |
| **Option Z107** | **Identified and Defined Terms**  applies  Insert new sub-clause 11.2(19) into sub-clause 11.2 as follows: |

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|  | 11.2(19) The People Rates are the *people rates* unless later changed in accordance with the contract. |
| **Option Z108** | **Identified and Defined Terms**  applies  Delete the existing sub-clause 11.2(21) and replace with sub-clause 11.2(21) as follows:  11.2(21) The Price for Service Provided to Date is the total Defined Cost which will have been paid by the *Consultant* before the next assessment date. |
| **Option Z109** | **Identified and Defined Terms**  applies  Delete the existing sub-clause 11.2(23) and replace with sub-clause 11.2(23) as follows:  11.2(23) The Prices are the forecast of the total Defined Cost for the whole of the service. |
| **Option Z110** | **Assessing the amount due**  applies  Delete the existing sub-clause 50.8 and replace with sub-clause 50.8 as follows:  50.8 Payments of Defined Cost made by the *Consultant* in a currency other than the *currency of the contract* are included in the amount due as payments to be made to it in the same currency. |
| **Option Z111** | **Assessing compensation events**  applies  Delete “the resulting Fee” in sub-clause 63.1. |
| **Option Z112** | **Assessing compensation events**  applies  Insert new sub-clause 63.13 into sub-clause 63 as follows:  63.13 If, when assessing a compensation event the People Rates do not include a rate for a category of person required, the *Service Manager* and *Consultant* may agree a new rate. If they do not agree the *Service Manager* assesses the rate based on the People Rates. The agreed or assessed rate becomes the People Rate for that category of person. |
| **Option Z113** | **Short Schedule of Cost Components**  applies |

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Delete the Schedule of Cost Components and replace with the following Short Schedule of Cost Components:

This schedule is part of these *conditions of contract*. An amount is included:

* only if it does not form part of the *expenses*,
* only in one cost component and
* only if it is incurred in order to Provide the Service. People

1. The following components of the cost of people

11. Amounts calculated by multiplying each of the People Rates by the total time appropriate to that rate properly spent on work in the contract.

Subcontractors

1. The following components of the cost of Subcontractors.

21. Payments to Subcontractors for work which is subcontracted without taking into account any amounts paid to or retained from the Subcontractor by the *Consultant*, which would result in the *Client* paying or retaining the amount twice.

Insurance

1. The following are deducted from cost
   * the cost of events for which the contract requires the *Consultant* to insure
   * other costs paid to the *Consultant* by insurers.

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| **Part two – Data provided by the *Consultant*** | |
| **1 Statements given in all contracts** | The *Consultant* is: Mace Consult Limited  *Address for communications: 155 Moorgate, London, EC2M 6XB*  *Address for electronic communications:* Redacted Text Under FOIA Section 40, Personal Information |
|  | The *fee percentage* is NOT APPLICABLE. |
|  | The *key persons* are Redacted Text Under FOIA Section 40, Personal Information  Responsibilities: See Annex D of V2.5 of the Statement of Requirement document  Experience;   * Redacted Text Under FOIA Section 40, Personal Information   Name: Redacted Text Under FOIA Section 40, Personal Information  Responsibilities: See Annex D of V2.5 of the Statement of Requirement document  Experience;   * Redacted Text Under FOIA Section 40, Personal Information   Name: Redacted Text Under FOIA Section 40, Personal  InformationResponsibilities See Annex D of V2.5 of the Statement of Requirement document  Experience; |

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* Redacted Text Under FOIA Section 40, Personal Information

Name: Redacted Text Under FOIA Section 40, Personal Information

Responsibilities: See Annex D of V2.5 of the Statement of Requirement document

Experience: Redacted Text Under FOIA Section 40, Personal Information

Name: Redacted Text Under FOIA Section 40, Personal Information

Responsibilities: See Annex D of V2.5 of the Statement of Requirement document

Experience; Redacted Text Under FOIA Section 40, Personal Information

Name: Redacted Text Under FOIA Section 40, Personal Information

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|  | Responsibilities: See Annex D of V2.5 of the Statement of Requirement document  Experience; Redacted Text Under FOIA Section 40, Personal Information |
|  | The following matters will be included in the Early Warning Register:  War Situation, Army mobilization – other priorities. As in Contract Data Part One. |
| **2 The *Consultant’s***  **main responsibilities** |  |
| **If the Consultant is to provide the Scope** | The Scope provided by the *Consultant* is in V2.5 of the Statement of Requirement – para 3.3;  The PCMS Consultant will offer SQEP resource capability at a project, programme and portfolio level as required for the following functional areas:   1. Construction & Design specific project, programme and portfolio management. 2. Project, Programme and Portfolio management services, including, but not limited to scheduling and risk. 3. Cost Assurance and Cost Management. 4. Technical including, but not limited to engineering, architectural, environmental and sustainability. 5. DIO Acquisitions & Disposals, PCMS senior leadership advice (additional to line management of the Consultant staff). |
| **3 Time** |  |
| **If a programme is to be identified in the Contract Data** | The programme identified in the Contract Data is – The period after the Contract Date within which the Consultant is to submit a first programme for acceptance is 30 Days – as in Contract Data Part One. |
| **If the *Consultant* is**  **to decide the *completion date* for the whole of the**  ***service*** | The *completion date* for the whole of the *service* is 31 July 2027 as in Contract Data Part One. |
| **5 Payment** |  |

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| **If the *Consultant* states any *expenses*** | The *expenses* stated by the *Consultant* are NOT APPLICABLE at tender submission.7   * **item**  **amount** * [ ]  [ ] |
| **If Option A or C is**  **used** | The *activity schedule* is NOT USED  The tendered total of the Prices is NOT USED |
| **Resolving and avoiding disputes** | The *Representatives* of the *Consultant* are:  *Redacted Text Under FOIA Section 40, Personal Information*  *Address for communications 155 Moorgate, London, EC2M 6XB*  *Address for electronic communications:*  Redacted Text Under FOIA Section 40, Personal Information  *Redacted Text Under FOIA Section 40, Personal Information*  *Address for communications 155 Moorgate, London, EC2M 6XB*  *Address for electronic communications:*  Redacted Text Under FOIA Section 40, Personal Information |
|  | The *Senior Representatives* of the *Consultant* are:  *Redacted Text Under FOIA Section 40, Personal Information*  *Address for communications 155 Moorgate, London, EC2M 6XB*  *Address for electronic communications:*  Redacted Text Under FOIA Section 40, Personal Information  *Redacted Text Under FOIA Section 40, Personal Information*  *Address for communications 155 Moorgate, London, EC2M 6XB*  *Address for electronic communications:*  [Redacted Text Under FOIA Section 40, Personal Information](mailto:Jason.Millett@macegroup.com) |

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| **Option X10 Information modelling** | **If Option X10 is used**  NOT USED |
| **If an *information execution plan* is to be identified in the Contract Data** | The Information Execution Plan identified in the Contract Data is: NOT APPLICABLE at tender submission. |
| **Option Y(UK)1 Project bank**  **account** | **If Option Y(UK)1 is used**  NOT USED |
| **Data for the Schedule of Cost Components (used only with Options A**  **and C)** | NOT USED |
| **Data for the Short Schedule of Cost Components (used with Option E)** | See Annex D-PCMS\_Pricing\_Schedule\_v4\_Mace Consult Ltd |
|  | The *people rates* are:  Category of person Unit Rate  [ ] [ ] [ ]  [ ] [ ] [ ]  [ ] [ ] [ ] |

**Schedule 1 Insurance Cover Clauses**

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| --- | --- | --- |
| **Insurance Cover**  **Requirement to**  **maintain** | **84**  **84.1** | Without prejudice to its obligation to indemnify or otherwise be liable to the *Client* under this contract, the *Contractor* will, from the date of this contract, take out and maintain or procure the taking out and maintenance in full force and effect insurances in accordance with the requirements specified in the Insurance Table (at clause 84.14) and any other insurances as may be required by law or relevant regulation (together the Required Insurances).  The *Contractor* will ensure that the Required Insurances are effective in each case not later than the date on which the relevant risk commences. |

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| **Quality of the insurances** | **84.2** | The Required Insurances referred to in clause 84.1 will be taken out and maintained with insurers who (in the reasonable opinion of the *Client*) are of good financial standing, appropriately regulated and of good repute in the United Kingdom insurance market. |
| **Non invalidation**  **obligations** | **84.3** | The *Contractor* will not (and the *Contractor* will procure that none of its Subcontractors of any tier will not) take any action, or permit anything to occur in relation to it, which would entitle any insurer to refuse to pay any claim under any insurance policy in which that party is an insured, a co- insured or additional insured person. |
| **Insurance of the**  **contract** | **84.4** | The Insurances referred to in clause 84.1 will:   1. Where specified in the Insurance Table (at clause 84.14), contain an indemnity to principals clause under which the *Client* is indemnified in respect of claims made against the *Client* arising from death or bodily injury or third party property damage for which the *Contractor* is legally liable in respect of this contract. 2. Be maintained from the date referred to in clause 84.1 above and until at least the expiry or termination of this contract and for such further period as may be specified in the Insurance Table (at clause 84.14) subject to the terms, cover features and extensions and principal exclusions as specified in the Insurance Table (at clause 84.14). |
| **Requirements of the *Contractor*** | **84.5** | The *Contractor* will:   1. Without limiting any specific requirements in this contract, take or procure the taking of all reasonable risk management and risk control measures in relation to this contract as it would be reasonable to expect of a contractor, acting in accordance with industry best practice, including but not limited to the investigation and reporting of its claims to insurers. 2. Use reasonable endeavours to procure that all insurance brokers through whom any Required Insurances to be effected by the *Contractor* are effected or maintained will maintain intact their files (including all documents disclosed and correspondence in connection with the placement of those Required Insurances and the payment of premiums and claims under such Required Insurances). |
| **Evidence of the**  **Required Insurances** | **84.6** | The *Contractor* will provide, on request, to the *Client*:   1. Evidence of the Required Insurances, in a form satisfactory to the *Client*; and 2. Evidence, in a form satisfactory to the *Client*, that the premiums payable under the Required Insurances have been paid and that the insurances are in full force and effect and meet the insurance requirements of the *Contractor* in respect thereof. 3. Neither inspection, nor receipt of such evidence, will constitute   acceptance by the *Client* of the terms thereof, nor be a waiver of the *Contractor’s* liability under this contract. |

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|  | **84.7** | Evidence, in a form satisfactory to the *Client*, of the insurances required by clause 84.1 (Requirement to Maintain) will be obtained as and when requested and certified copies will be forwarded to the *Client* as soon as possible but in any event no later than two (2) weeks following the *Client* request or the relevant insurance policy renewal date. |
| **Cancellation** | **84.8** | 1. Where the insurers purport to cancel, suspend or terminate the Required Insurances, the *Contractor* will procure that the insurers will, as soon as is reasonably practicable, notify the *Contractor* in writing in the event of any such proposed suspension, cancellation or termination. 2. Where the *Contractor* receives notification from insurers pursuant to clause 84.8a), the *Contractor* will promptly notify the *Client* in writing of receipt of such proposed suspension, cancellation or termination. |
| **Insurance**  **claims** | **84.9** | The *Contractor* will promptly notify to insurers any matter arising from or in relation to this contract from which it may be entitled to claim under any of the Required Insurances. |
|  | **84.10** | Except where the *Client* is the claimant party and without limiting the other provisions of this clause, the *Contractor* will notify the *Client* immediately, (such notification to be accompanied by reasonable particulars of the incident or circumstances giving rise to such claim):   1. Of any incident or circumstances which may give rise to any claim amounting to or in excess of fifty thousand pounds (£50,000) in connection with this contract under any of the Required Insurances. 2. If the incident or circumstances may give rise to any claim in connection with this contract, which may be in excess of the limits of the Required Insurances. |
| **Failure to insure** | **84.11** | If the *Contractor* is in breach of clause 84.1 the *Client* may pay (at its option) any premiums, Insurance Premium Tax and insurance broker costs required to keep such insurance in force or itself procure such insurance, and in either case, recover such amounts from the *Contractor* on written demand, together with all reasonable expenses incurred in procuring such insurance. |
| **Premiums** | **84.12** | Where any policy requires the payment of a premium, the *Contractor* will be liable for such premium. |
| **Deductibles or**  **excess** | **84.13** | 1. Where any insurance is subject to an excess or deductible below which the indemnity from the insurers is excluded, the *Contractor* will be liable for such excess or deductible. 2. The *Contractor* will not be entitled to recover from the *Client* any   sum paid by way of excess or deductible under the insurances whether under the terms of this contract or otherwise. |

**Insurance Table 84.14**

1. **Third Party Public and Products Liability Insurance**
   1. Insured

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*Contractor*

* 1. Interest

To indemnify the insured (as specified in paragraph 1.1 above) in respect of all sums that the insured (as specified in paragraph 1.1 above) may become legally liable to pay whether contractually or otherwise (including claimant’s costs and expenses) as damages in respect of accidental:

* + 1. death or bodily injury, illness or disease contracted by any person.
    2. loss or damage to property.
    3. interference to property or any easement right of air, light, water or way or the enjoyment or use thereof by obstruction, trespass, nuisance, loss of amenities.

happening during the period of insurance (as specified in paragraph 1.6 below) and arising out of or in connection with this contract.

* 1. Limit of indemnity

Not less than ten million pounds (£10,000,000) in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period, but in the annual aggregate in respect of products or pollution liability (to the extent insured by the policy).

* 1. Maximum deductible threshold

Not to exceed £500 of Compensation, Costs and Expenses in respect of each and every occurrence of third party property damage.

* 1. Territorial limits

United Kingdom and elsewhere in the world in respect of non manual visits.

* 1. Period of insurance

From the date of this contract for the duration of this contract renewable on an annual basis unless agreed otherwise by the parties.

* 1. Cover features and extensions
     1. Munitions of war.
     2. Cross liability clause.
     3. Contingent motor vehicle liability.
     4. Legal defence costs.
     5. Waiver of subrogation in accordance with clause 84.4(c).
     6. Indemnity to principals clause in accordance with clause 84.4 (d).
     7. Health & Safety at Work Act(s) clause.
     8. Data protection legislation clause.
     9. Defence appeal and prosecution costs relating to the Corporate Manslaughter and Corporate Homicide Act 2007.
     10. Where applicable, airside liability insurance in respect of relevant risks associated with the Contract.
  2. Principal exclusions

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* + 1. War and related perils.
    2. Nuclear/radioactive risks.
    3. Liability for death, illness, disease or bodily injury sustained by employees of the insured (as specified in paragraph 1.1 above) arising out of the course of their employment.
    4. Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles.
    5. Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the insured (as specified in paragraph 1.1 above).
    6. Liability in respect of loss or damage to property in the care, custody and control of the insured (as specified in paragraph 1.1 above) but this exclusion is not to apply to all property belonging to the *Client* which is in the care, custody and control of the insured (as specified in paragraph 1.1 above).
    7. Events more properly covered under a professional indemnity insurance policy (as specified in paragraph 2 below).
    8. Liability arising from the ownership, possession or use of any aircraft or marine vessels.
    9. Liability arising from pollution and contamination unless caused by a sudden, unintended, unexpected and accidental occurrence.
    10. Liability arising from toxic mould.
    11. Liability arising from asbestos.
    12. Cyber risks.

1. **Professional Indemnity Insurance**
   1. Insured

*Contractor*

* 1. Interest

To indemnify the insured (as specified in paragraph 2.1 above) for all sums which the insured (as specified in paragraph 2.1 above) may become legally liable to pay (including claimant’s costs and expenses) as a result of any claim or claims first made against the insured (as specified in paragraph 2.1 above) during the period of insurance (as specified in paragraph 2.6 below) by reason of any act, error and/or omission arising from or in connection with professional services, advice, design and specification in relation to this contract.

* 1. Limit of Indemnity

Not less than ten million pounds (£10,000,000) in respect of any one claim, and in the annual aggregate during the period of insurance (as specified in paragraph 2.6 below).

* 1. Maximum deductible threshold

Not to exceed £50,000 each and every claim.

* 1. Territorial limits United Kingdom.

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* 1. Period of insurance

From the date of this contract for the duration of this contract renewable on an annual basis unless agreed otherwise by the parties and a period of twelve (12) years following the expiry or termination of this contract whichever occurs earlier.

* 1. Cover features and extensions
     1. Loss of documents and computer records extension.
     2. Legal liability assumed under contract, duty of care agreements and collateral warranties.
     3. Retroactive cover from the date of this contract or retroactive date no later than the date of this contract in respect of any policy provided on a claims made form of policy wording.
  2. Principal exclusions
     1. War and related perils.
     2. Nuclear/radioactive risks.
     3. Insolvency of the insured (as specified in paragraph 2.1 above).
     4. Bodily injury, sickness, disease or death sustained by any employee of the insured (as specified in 2.1 above).

1. **Policies to be taken out as required by United Kingdom law.**

Parties to this contract are required to meet their statutory insurance obligations in full. Insurances required to comply with all statutory requirements including, but not limited to, *Clients*’ Liability Insurance and Motor Third Party Liability Insurance.

Clients’ liability insurance

The limit of indemnity for the clients' liability insurance shall be any one occurrence inclusive of costs, the number of occurrences being unlimited in any annual period of insurance.

Motor vehicle insurance

The limit of indemnity for motor vehicle third party liability insurance shall be any one occurrence the number of occurrences being unlimited in any annual period of insurance.

Where relevant, motor third party airside liability insurance with a limit of indemnity of not less than fifty million pounds (£50,000,000) in respect of any one occurrence the number of occurrences being unlimited in any annual period of insurance in respect of any relevant claims associated with the Contract.

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**Schedule 2** **TRANSFER REGULATIONS**

###### EMPLOYEE TRANSFER ARRANGEMENTS ON EXIT

1. **Definitions**
   1. In this Schedule 2, save where otherwise provided, words and terms defined in Schedule 1 (Definitions) of the Contract shall have the meaning ascribed to them in Schedule 1 (Definitions) of the Contract.
   2. Without prejudice to Schedule 1 (Definitions) of the Contract 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:

1. 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”);
2. the Data Protection Act 2018;
3. 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
4. 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;

"**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;

"**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;

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

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

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

###### EMPLOYMENT

* 1. **Information on Re-tender, Partial Termination, Termination or Expiry**
     1. No earlier than 12 months preceding the termination, partial termination or Expiry of this Contract or a potential 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):
        1. 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;
        2. 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 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 Relevant Transfer;
        3. 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;
        4. 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;
        5. inform the Authority of any changes to the information provided under paragraph [2.1.1(a)](#_bookmark2) or 2.1.1(b) up to the Transfer Date as soon as reasonably practicable.
     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:
        1. ensure that Employee Liability Information and such information listed in Part A of Appendix 2 of this Schedule 2 (Personnel Information) relating to the Transferring Employees is provided to the Authority and/or any New Provider;

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* + - 1. inform the Authority and/or any New Provider of any changes to the information provided under this Paragraph 2.1.2 up to any Transfer Date as soon as reasonably practicable;
      2. 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.
    1. No later than 28 days prior to the Transfer Date the Contractor shall provide the Authority and/or any New Provider with a final list of the Transferring Employees together with the information listed in Part B of Appendix 2 of this Schedule 2 (Personnel Information) relating to the Transferring Employees. The Contractor shall inform the Authority and/or New Provider of any changes to this list or information up to the Transfer Date.
    2. Within 14 days following the relevant 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 2 in respect of Transferring Employees.
    3. Paragraphs [2.1.1](#_bookmark1) and [2.1.2](#_bookmark3) of this Schedule 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](#_bookmark1) and

[2.1.2](#_bookmark3). 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 Transfer Date.

* + 1. 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:
       1. 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
       2. 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

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* + - 1. 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
      2. 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](#_bookmark1), [2.1.2](#_bookmark3), 2.1.3, 2.1.4

or [2.1.6](#_bookmark4) of this Schedule 2.

* + 1. The Authority may at any time prior to the period set out in paragraph 2.1.5 of this Schedule 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.
  1. **Obligations in Respect of Transferring Employees**
     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:
        1. before and in relation to the Transfer Date liaise with each other and shall co-operate with each other in order to implement effectively the smooth transfer of the Transferring Employees to the Authority and/or a New Provider; and
        2. comply with their respective obligations under the Transfer Regulations including their obligations to inform and consult under Regulation 13 of the Transfer Regulations.
  2. **Unexpected Transferring Employees**
     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 Transferring Employees provided under paragraph 2.1.3 (an "**Unexpected Transferring Employee**") that he has 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 Transferring Employee's claim or allegation, whereupon:

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* + - 1. 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 Transferring Employee or take such other steps so as to effect a written withdrawal of the claim or allegation; and
      2. if the Unexpected 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 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 Transferring Employee's employment in accordance with his contract of employment; and
      3. 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 Transferring Employee's claim or allegation:
         1. any additional costs of employing the Unexpected Transferring Employee up to the date of dismissal where the Unexpected Transferring Employee has been dismissed in accordance with paragraph 2.3.1(b);
         2. any liabilities acquired by virtue of the Transfer Regulations in relation to the Unexpected Transferring Employee;
         3. any liabilities relating to the termination of the Unexpected Transferring Employee's employment but excluding such proportion or amount of any liability for unfair dismissal, breach of contract or discrimination attributable:

to a failure by the Authority or a New Provider to act reasonably to mitigate the costs of dismissing such person);

directly or indirectly to the procedure followed by the Authority or a New Provider in dismissing the Unexpected Transferee; or

to the acts/omissions of the Authority or a New Provider not wholly connected to the dismissal of that person;

* + - * 1. any liabilities incurred under a settlement of the Unexpected Transferring Employee's claim which was reached with the express permission of the Contractor (not to be unreasonably withheld or delayed);
        2. reasonable administrative costs incurred by the Authority or New Provider in dealing with the Unexpected Transferring Employee's claim or allegation, subject to a cap per Unexpected Transferring Employee of £5,000; and

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* + - * 1. legal and other professional costs reasonably incurred;
    1. the Authority shall be deemed to have waived its right to an indemnity under paragraph [2.3.1(c)](#_bookmark6) 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](#_bookmark5).
  1. **Indemnities on transfer under the Transfer Regulations on Partial Termination, Termination or Expiry of the Contract**
     1. If on the expiry, termination or partial termination of the Contract there is a 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 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 Transferring Employee or any other employee of the Contractor or any Sub-Contractor affected by the 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. If there is a 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:
        1. any claim or claims by a Transferring Employee at any time on or after the 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 Transfer Date;
        2. subject to paragraph 2.4.1 any claim by any employee or trade union representative or employee representative arising whether before or after the 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 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 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.

* + 1. In the event of a 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

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change by the Authority (or a New Provider or any sub-contractor of a New Provider) on or after the Transfer Date to the working conditions of any Transferring Employee to the material detriment of any such Transferring Employee. For the purposes of this paragraph [2.4.3](#_bookmark7), 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.

* 1. **Contracts (Rights of Third Parties) Act 1999**
     1. Pursuant to the terms of DEFCON 537, 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. The consent of a New Provider (save where the New Provider is the Authority) is not required to rescind, vary or terminate this Contract.
     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. **General**
     1. The Contractor shall not recover any Costs and/or other losses under this Schedule 2 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.

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**Appendix 1**

###### CONTRACTOR PERSONNEL-RELATED INFORMATION TO BE RELEASED UPON RE- TENDERING WHERE THE TRANSFER REGULATIONS APPLIES

1. Pursuant to paragraph 2.1.1(b) of this Schedule 2, the following information will be provided:
   1. 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;
   2. 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;
   3. The preceding 12 months total pay costs – (Pay, benefits employee/employer national insurance contributions and overtime);
   4. Total redundancy liability including any enhanced contractual payments;
2. In respect of those employees included in the total at 1(a), the following information:
   1. Age (not date of Birth);
   2. Employment Status (i.e. Fixed Term, Casual, Permanent);
   3. Length of current period of continuous employment (in years, months) and notice entitlement;
   4. Weekly conditioned hours of attendance (gross);
   5. Standard Annual Holiday Entitlement (not "in year" holiday entitlement that may contain carry over or deficit from previous leave years);
   6. Pension Scheme Membership:
   7. Pension and redundancy liability information;
   8. Annual Salary;
   9. Details of any regular overtime commitments (these may be weekly, monthly or annual commitments for which staff may receive an overtime payment);
   10. Details of attendance patterns that attract enhanced rates of pay or allowances;
   11. Regular/recurring allowances;
   12. 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 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.

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**Appendix 2 PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS CONTRACT**

**Part A**

1. Pursuant to paragraph [2.1.2](#_bookmark3) of this Schedule 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. **Personal, Employment and Career**
2. Age;
3. Security Vetting Clearance;
4. Job title;
5. Work location;
6. Conditioned hours of work;
7. Employment Status;
8. Details of training and operating licensing required for Statutory and Health and Safety reasons;
9. Details of training or sponsorship commitments;
10. Standard Annual leave entitlement and current leave year entitlement and record;
11. Annual leave reckonable service date;
12. Details of disciplinary or grievance proceedings taken by or against transferring employees in the last two years;
13. 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;
14. Issue of Uniform/Protective Clothing;
15. Working Time Directive opt-out forms; and
16. Date from which the latest period of continuous employment began.
    1. **Superannuation and Pay**
17. Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken during the last two years;
18. Annual salary and rates of pay band/grade;
19. Shifts, unsociable hours or other premium rates of pay;
20. Overtime history for the preceding twelve-month period;
21. Allowances and bonuses for the preceding twelve-month period;
22. Details of outstanding loan, advances on salary or debts;
23. Pension Scheme Membership;
24. For pension purposes, the notional reckonable service date;
25. Pensionable pay history for three years to date of transfer;
26. Percentage of any pay currently contributed under additional voluntary contribution arrangements; and
27. Percentage of pay currently contributed under any added years arrangements.
    1. **Medical**
28. Details of any period of sickness absence of 3 months or more in the preceding period of 12 months; and
29. Details of any active restoring efficiency case for health purposes.
    1. **Disciplinary**
30. Details of any active restoring efficiency case for reasons of performance; and
31. Details of any active disciplinary cases where corrective action is ongoing.
    1. **Further information**
32. Information about specific adjustments that have been made for an individual under the Equality Act 2010;
33. Short term variations to attendance hours to accommodate a domestic situation;
34. 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;
35. Information about any current or expected maternity or other statutory leave or other absence from work.

**Part B**

* 1. **Information to be provided 28 days prior to the Transfer Date:**

1. Employee's full name;
2. Date of Birth
3. Home address;
4. Bank/building society account details for payroll purposes Tax Code.

###### PART C

* 1. **Information to be provided within 14 days following a Transfer Date:**
     1. Performance Appraisal

The current year's Performance Appraisal; Current year’s training plan (if it exists); and

Performance Pay Recommendations (PPR) forms completed in the current reporting year, or where relevant, any bonus entitlements;

Superannuation and Pay

Cumulative pay for tax and pension purposes; Cumulative tax paid;

National Insurance Number; National Insurance contribution rate;

Other payments or deductions being made for statutory reasons; Any other voluntary deductions from pay;

**Schedule 3** **Variation on Price (VOP)**

**Variation of Price**

1. The prices stated in the Tender return and the resulting contract for the roles described in the Schedule of Requirements are FIXED at 2023 Q2 price levels. The prices do not include provision beyond this date for increases or decreases in the market price of the Articles being purchased. Any such variation shall be calculated in accordance with the following formula:

V = P (a+b (Oi/O0)) - P

*Where:*

V represents the variation of price

P represents the FIXED price as stated in the PCMS Tender (Day Rates ex VAT)

O represents the Office of National Statistics index HSGG, Professional, Scientific and Technical Services

Oi represents the 12 month average of the OUTPUT Price Index figures and shall be different for each year of the contract as follows;

* + Year 2: 2024 Q2, 2024 Q3, 2024 Q4 and 2025 Q1
  + Year 3: 2025 Q2, 2025 Q3, 2025 Q4 and 2026 Q1

O0 is fixed and represents the 12 month average of the OUTPUT Price Index figure before the base date period, namely 2023 Q2, 2023 Q3, 2023 Q4 and 2024 Q1

a represents the Non-Variable Element (NVE) which is 0 (zero)

b represents the Variable Element which is 1 a+b=1

Oi/Oo will be calculated to 6 decimal places.

Calculations will use unrounded Price Index figures as any rounding, either up or down, will impact the final price.

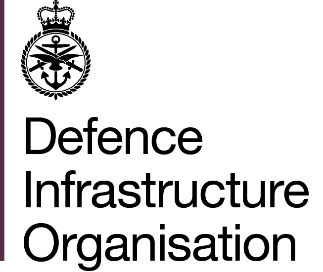
1. The Index referred to in Clause 1 above shall be taken from the following Table from the Office for National Statistics (ONS) website, [www.ons.gov.uk](http://www.ons.gov.uk/) :

OUTPUT Price Index is HSGG; Professional, Scientific and Technical Services Go to Home > Economy > Inflation and price indices > Time Series ID: HSGG

1. 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 Consultant shall agree an 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.
2. In the event that any material changes are made to the indices (e.g. 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 (ONS, the series providers) to match the original index to the new series shall be applied.
3. In the event the agreed index or indices cease to be published (e.g. because of a change in the Standard Industrial Classification) the Authority and the Consultant shall agree an

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 used for rebasing indices (as in Clause 4 above) shall then be applied.

1. 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.
2. The Consultant shall 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.
3. Prices shall be adjusted annually and will become effective for Year 2 and Year 3 of the contract, 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 Consultant. Where an index value is subsequently amended, the Authority and the Consultant shall agree a fair and reasonable adjustment to the price, as necessary.
4. Claims under this Condition shall be submitted to the Bill Paying Branch, certified to the effect that the “requirements of this Schedule 3” have been met.
5. Should the 1 year contract extension option is exercised, this Variation of Price clause and its methodology will apply, unless negotiated and agreed by the Authority and the Consultant.



### DEFENCE ESTATE OPTIMISATION PORTFOLIO PROJECT AND CONSTRUCTION MANAGEMENT SERVICES (PCMS)

**Contract No: 708643450 STATEMENT OF REQUIREMENT**

**Version 2.5**

**File Ref:** 230809 SoR ITT v 2.4 OS\_C clean

**Dated:** 09/08/2023

Redacted Text Under FOIA Section 43, Commercial Interests

OFFICIAL-SENSITIVE COMMERCIAL

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **DEFFORM 111 (Edn 10/22)**  **Appendix - Addresses and Other Information** | | | | |
|  | **1. Commercial Officer**  Name: Redacted Text Under FOIA Section 40, Personal Information  Address: Redacted Text Under FOIA Section 40, Personal Information  Email: Redacted Text Under FOIA Section 40, Personal Information   Redacted Text Under FOIA Section 40, Personal Information |  | **8. Public Accounting Authority**   1. Returns under DEFCON 694 (or SC equivalent) should be sent to Redacted Text Under FOIA Section 40, Personal Information 2.  Redacted Text Under FOIA Section 40, Personal Information 3. For all other enquiries contact Redacted Text Under FOIA Section 40, Personal Information 4.  Redacted Text Under FOIA Section 40, Personal Information |  |
|  |  |  |  |  |
|  | **2. Project Manager, Equipment Support Manager or PT** |  | **9. Consignment Instructions** |  |
| **Leader** (from whom technical information is available) | The items are to be consigned as follows: |
| Name: TBC | N/A |
| Address TBC |  |
| Email: TBC |  |
|  TBC |  |
|  |  |  |  |  |
|  | **3. Packaging Design Authority** Organisation & point of contact: N/A |  | **10. Transport.** The appropriate Ministry of Defence Transport Offices are:  **A. DSCOM**, , Redacted Text Under FOIA Section 40, Personal Information913 8946 | |
| (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 |  | **B. JSCS** | |
| Redacted Text Under FOIA Section 40, Personal Information  Users requiring an account to use the MOD Freight Collection Service should contact Redacted Text Under FOIA Section 40, Personal Information in the first instance. | |
|  |  |  |  | |
|  | **5. Drawings/Specifications are available from** |  | **11. The Invoice Paying Authority** | |
| N/A | Redacted Text Under FOIA Section 40, Personal Information | |
|  | Redacted Text Under FOIA Section 40, Personal Information | |
|  | Redacted Text Under FOIA Section 40, Personal Information | |
|  | Redacted Text Under FOIA Section 40, Personal Information | |
|  | Redacted Text Under FOIA Section 40, Personal Information | |
|  | Redacted Text Under FOIA Section 40, Personal Information | |
|  |  |  |  | |
|  | **6. Intentionally Blank** |  | **12. Forms and Documentation are available through \*:** Redacted Text Under FOIA Section 40, Personal Information | |
|  | **7. Quality Assurance Representative:**  N/A  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]. |  | **\* NOTE**   1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site: [https://www.kid.mod.uk/maincontent/business/commercial/in](https://www.kid.mod.uk/maincontent/business/commercial/index.htm) [dex.htm](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. |  |

OFFICIAL-SENSITIVE COMMERCIAL

#### DEFFORM 68

(Edn 09/22)

**Hazardou and Non Hazardous Substances, Mixtures or Articles Statement by the Contractor**

Contract Number: 708643450

Contract Title: Project & Construction Management Services (PCMS) Contractor: TBC

Date of Contract: TBC

* To the best of our knowledge there are no hazardous Substances, Mixtures or Articles to be supplied. ; or
* To the best of our knowledge the hazards associated with Substances, Mixtures or Articles to be supplied under the Contract are identified in the Safety Data Sheets or UK REACH Article 33 Communication attached in accordance with either:

DEFCON 680; or

Condition 9 of Standards Contractor's Signature:

Name: Redacted Text Under FOIA Section 40, Personal Information

Job Title: Redacted Text Under FOIA Section 40, Personal Information

Date: Redacted Text Under FOIA Section 40, Personal Information

* check box ( ) as appropriate

**To be completed by the Authority**

DMC:

NATO Stock Number:

Contact Name:

Contact Address:

Contact Phone Number:

Contact Email Address:

Copy to be forwarded to:

Redacted Text Under FOIA Section 40, Personal

**DEFFORM 94 (Edn 12/20)**

#### Ministry of Defence

**Confidentiality Agreement**

THIS AGREEMENT is made the .........17th......... day of November 2023.

BETWEEN

Ministry of Defence of the one part, AND

Mace Consult Limited of the other part.

WHEREAS:

1. The Holder owns certain valuable property and equitable rights in information identified or referenced in Appendix 1 to this Agreement (hereinafter referred to as "the Information");
2. The Holder has agreed, by contract or otherwise with the Secretary of State for Defence (hereinafter called "the Authority") that Information may be disclosed to the Recipient for the purpose as identified in Appendix 1 to this Agreement (hereinafter referred to as "the Purpose"). The Authority has agreed that such disclosures will only be made to parties who have signed an appropriate confidentiality agreement with the Holder;
3. The Recipient is willing to receive and hold the Information subject to the terms of this Agreement;

NOW the parties to this Agreement agree that in consideration of the disclosure of Information by the Holder or the Authority to the Recipient:

* 1. The Recipient shall, subject to the following provisions of this Agreement, hold the Information under conditions of strict confidence and shall not use, copy, or disclose the Information other than to the Authority, in whole or in part in any manner or form for other than for the Purpose.
  2. The Recipient may disclose the Information under an obligation of confidence only to those of its officers and employees as need to know the Information for the Purpose. If the Recipient needs to disclose the Information to potential sub-contractors the Recipient shall first inform the Authority and the Holder for approval, obtain from the potential sub-contractor an agreement on behalf of the Holder in the same form as this Agreement, and forward it promptly to the Holder.
  3. The restrictions and obligations in paragraphs 1 and 2 shall not apply to any of the Information which the Recipient can show:
     1. is already known to the Recipient (without restrictions on disclosure or use) prior to its disclosure to the Recipient directly or indirectly from the Authority or the Holder; or
     2. is received by the Recipient without any obligation of confidence from a third party having a right to disclose it; or
     3. has been generated independently by the Recipient; or
     4. is in or enters the public domain otherwise than by breach of this or another undertaking; provided the relationship to the remainder of the Information is not revealed.
  4. The Recipient shall not be in breach of this Agreement where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the Recipient shall ensure that any new recipient of the Information is made aware of and asked to respect its confidentiality. Such disclosure shall in no way diminish the obligations of the parties under this Condition.
  5. Any disclosure by the Recipient, as required by an act of law, shall be to the minimum extent necessary and shall not constitute a breach of this Agreement.
  6. On completion or termination of the Purpose or on written instruction from the Authority to the Recipient, the Recipient shall at the discretion of the Authority either, promptly return the Information, and any copies of it, to the Authority, or destroy the Information taking all reasonable steps to permanently expunge all electronic copies of the Information, and this Agreement shall terminate except for the restrictions and obligations in paragraphs 1 and 2.
  7. In the event that the Recipient is awarded the contract pursuant to its response to an ITT as part of the Purpose, the Recipient agrees that the terms of this Agreement shall apply to the Information disclosed (and any amended or extended versions of it) to the Recipient under the contract supplemented only by those requirements in the contract which relate to the use of the Information by the Recipient for the duration of the contract. On completion or termination of the contract the Recipient shall promptly return or destroy the Information in accordance with paragraph 6 above.
  8. The provisions of this Agreement shall be in addition to and not in substitution for any obligation of confidence, whether arising under contract or otherwise, between the Recipient and the Authority in respect of the Information.
  9. This Agreement does not include, constitute or imply any transfer, assignment or licence or rights in any information, whether or not identified in Appendix 1, owned by the Holder, other than that specified in paragraph 1.
  10. The Recipient hereby acknowledges that the Information is disclosed to the Recipient by or on behalf of the Authority on the basis that the Holder shall have no liability whatsoever to the Recipient arising from any use of the Information by the Recipient and the Recipient will bring no claim against the Holder in relation to the Information or any use of it.
  11. The Recipient shall notify both the Authority and the Holder if it becomes aware of, or reasonably suspects, any loss or actual compromise of any of the Information.
  12. This Agreement is personal to the Holder and the Recipient and shall not be assigned by either one of them without the prior written consent of the other which shall not be unreasonably withheld; provided that in all cases of assignment the assignee effectively undertakes to perform all the obligations of the assignor as though the assignee had been an original party to this Agreement.
  13. This Agreement (including Appendix 1) sets out the entire agreement between the Holder and the Recipient in connection with the subject matter of this Agreement. However, nothing in this Agreement shall affect the rights or obligations of either party in relation to the Authority in respect of the Information.
  14. Neither this Agreement nor any of its provisions shall be amended or waived unless agreed to in writing by duly authorised representatives of the Holder and the Recipient. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
  15. This Agreement is made subject to English [Scottish] law and to the exclusive jurisdiction of the English [Scottish] courts, and shall be effective as from the date of signature by the Recipient, and despatch to the Holder.

Signed on behalf of the Recipient by:

Redacted Text Under FOIA Section 40, Personal Information

In the capacity of: Redacted Text Under FOIA Section 40, Personal InformationDate: 17th November 2023

Signed on behalf of the Holder by:

In the capacity of: Date:

"

##### OFFICIAL-SENSITIVE COMMERCIAL

Appendix 1 to

DEFFORM 94 (Edn 12/20)

*[This Appendix* is *to be completed and signed before signature of the Agreement. If new material* is *to be transferred under an existing agreement,* a *new Appendix must be drawn up, to include the original Information together with the new Information and re-signed under an incremented Appendix number, for example Appendix 2 to DEFFORM 94.]*

1. **THE PURPOSE**

*[Delete* as *Applicable]*

* 1. To allow the Recipient to respond to an Invitation to Tender (including performance of a subsequent contract) No [708643450).

1. **INFORMATION TO BE PROTECTED UNDER THIS AGREEMENT**

Responses to all Technical questions: B1 - B5

Common Evidence Submission: case studies, map of offices, named CVs, un-named CVs, organisation chart and risk register.

Pricing submission: C1 Schedule of Rates

Compliance and qualification information: DEFFORMS, Annex E.

Signature below hereby invokes agreement to the terms of DEFFORM 94 in respect of the Information described herein.

Signed on behalf of

the Recipient by: Redacted Text Under FOIA Section 40, Personal Information

In the capacity of: Redacted Text Under FOIA Section 40, Personal Information

Date: 17th November 2023

Signed on behalf of the Holder by:

In the capacity of:

Date:

|  |  |
| --- | --- |
| **Personal Data Particulars** | **DEFFORM 532**  Edn 10/19 |

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

Mace do not anticipate the requirement to handle any personally identifiable data on this commission. If this requirement does change however we will, of course, meet all of our obligations.

|  |  |
| --- | --- |
| **Data Controller** | The Data Controller is the Secretary of State for Defence (the Authority).  The Personal Data will be provided by:  *DIO Commercial, Army HQ, Delancey Building (IDL 448), Marlborough Lines, Monxton Road, Andover, SP11 8HJ* |
| **Data Processor** | The Data Processor is the Contractor. The Personal Data will be processed at: *Mace,*  *155 Moorgate London*  *EC2M 6XB* |
| **Data Subjects** | The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects: *[please specify]*  *NA: No PI data will be managed processed on behalf of the Client on this commission.* |
| **Categories of Data** | The Personal Data to be processed under the Contract concern the following categories of data: *[please specify]*  *NA: No PI data will be managed processed on behalf of the Client on this commission.* |
| **Special Categories of data (if appropriate)** | The Personal Data to be processed under the Contract concern the following Special Categories of data: *[please specify]*  *NA: No PI data will be managed processed on behalf of the Client on this commission.* |
| **Subject matter of the processing** | The processing activities to be performed under the contract are as follows: *[please specify]*  *NA: No PI data will be managed processed on behalf of the Client on this commission.* |

Page 2 of 2

|  |  |
| --- | --- |
| **Nature and the purposes of the Processing** | The Personal Data to be processed under the Contract will be processed as follows: *[please specify]*  *NA: No PI data will be managed processed on behalf of the Client on this commission.* |
| **Technical and organisational measures** | The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract: *[please specify]*  *Where personal data could be processed it would be done within our ICT systems managed through our ISO 27001 & CE+ accredited ISMS. Controls included: access management, data segregation, anonymization, encryption and secure destruction (among others) as well as induction and annual refresher training for all Mace employees.* |
| **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): *[please specify]*  *Disposal of PI data is covered in our ISMS and included the*  *automated destruction of data no longer required for the purpose it was collected/collated.* |
| **Date from which Personal Data is to be processed** | *NA: No PI data will be managed processed on behalf of the Client on this commission.* |

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

###### DEFFORM 539A

**Edn 01/22**

**Tenderer’s Sensitive Information**

This list shall be agreed in consultation with the Authority and the Contractor and may be reviewed and amended by agreement. The Authority shall review the list before the publication of any information.

|  |
| --- |
| ITT Ref No: 708643450 |
| Description of Tenderer’s Sensitive Information:   * Responses to all Technical questions: B1 – B5 * Common Evidence Submission: case studies, map of offices, named CVs, un-named CVs, organisation chart and risk register. * Pricing submission: C1 Schedule of Rates * Compliance and qualification information: DEFFORMS, Annex E. |
| Cross Reference(s) to location of Sensitive Information in Tender:   * Responses to all Technical questions B1 – B5   + DIO PCMS\_B1 Social Value\_Mace Consult Ltd.docx   + DIO PCMS\_B1 Social Value\_Mace Consult Ltd.docx   + DIO PCMS\_B3 Delivery Management\_Mace Consult Ltd.docx   + DIO PCMS\_B4 Behavioural Attributes\_Mace Consult Ltd.docx   + DIO PCMS\_B5 Capacity and Resource\_Mace Consult Ltd.docx * Common Evidence Submission   + DIO PCMS\_Common Evidence Submission\_Mace Consult Ltd.docx   + Appendix\_F\_Risk\_Register\_Mace Consult Ltd * Pricing Submission   + Annex D-708643450-PCMS\_Pricing\_Schedule\_v4\_Mace Consult Ltd.xlsx * Compliance and qualification information   + 708643450-Project\_Construction Management Services\_(PCMS)\_DEFFORM\_047\_(0623)\_V1.7\_Mace Consult Ltd. docx   - Annex E-708643450-PCMS-  Insurance\_Requirements\_of\_Response\_Table\_Mace Consult Ltd.doc   * + Annex F-708643450\_PCMS\_SECURITY\_ASPECT\_LETTER\_(SAL)\_Mace Consult Ltd   + DEFFORM \_111\_1022\_Mace Consult Ltd.doc   + DEFFORM\_068\_0922\_Mace Consult Ltd.doc   + DEFFORM\_094\_1220\_Mace Consult Ltd.doc   + DEFFORM\_532\_1019\_Mace Consult Ltd.doc   + DEFFORM\_539A\_0122\_Mace Consult Ltd.doc   + DEFFORM\_711\_1122\_Mace Consult Ltd.doc   + Annex G-708643450-PCMS-Security\_Assessment\_Questionnaire\_(SAQ)- |

|  |
| --- |
| Very\_Low\_Cyber\_Risk\_Profile\_Mace Consult Ltd |
| Explanation of Sensitivity:   * Methodologies, approaches, corporate information, intellectual property and named individuals in all our responses * Individual names and detailed CVs could potentially breach GDPR regulations if they are shared with third parties or subject to a data breach. * Case study evidence and project information, methodology and details are the sensitive information of our clients and permission and treatment around release must be with them * Tender commitments contain names which is subject to GDPR and case study information * The pricing submission could provide an unfair advantage to our competitors in future bids * Qualification documents contain commercially sensitive information especially including Insurance Requirements |
| Details of potential harm resulting from disclosure:   * Breach of GRPR regulations could result in potential monetary fines * A breach of personal data could risk the rights and freedoms of individuals * Competition could potentially approach our staff with a view to recruiting them as a result of disclosure. * Potential exposure of our commercial model would result in unfair competition in other bids for the same client or sector or even different clients and sectors. * Qualifications include insurance details which are highly confidential |
| Period of Confidence (if applicable): From Contract commencement (01/05/2024) to Contract completion |
| Contact Details for Transparency / Freedom of Information matters: Name: Redacted Text Under FOIA Section 40, Personal Information  Position: Redacted Text Under FOIA Section 40, Personal Information  Address: Redacted Text Under FOIA Section 40, Personal Information  Telephone Number: Redacted Text Under FOIA Section 40, Personal Information  Email Address: Redacted Text Under FOIA Section 40, Personal Information |

**Ministry of Defence**

**DEFFORM 711 – NOTIFICATION OF INTELLECTUAL PROPERTY RIGHTS (IPR) RESTRICTIONS**

**DEFFORM 711 - PART A – Notification of IPR Restrictions**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 1. ITT / Contract Number | |  | | |
| 2. ID # | 3.  Unique Technical Data Reference Number / Label | 4.  Unique Article(s) Identification Number / Label | 5.  Statement  Describing IPR Restriction | 6.  Ownership of the Intellectual Property Rights |
| 1 | Redacted Text Under FOIA Section 43, Commercial Interests | Redacted Text Under FOIA Section 43, Commercial Interests | Redacted Text Under FOIA Section 43, Commercial Interests | Redacted Text Under FOIA Section 43, Commercial Interests |
| 2 | Redacted Text Under FOIA Section 43, Commercial Interests | Redacted Text Under FOIA Section 43, Commercial Interests | Redacted Text Under FOIA Section 43, Commercial Interests | Redacted Text Under FOIA Section 43, Commercial Interests |
| 3 | Redacted Text Under FOIA Section 43, Commercial Interests | Redacted Text Under FOIA Section 43, Commercial Interests | Redacted Text Under FOIA Section 43, Commercial Interests | Redacted Text Under FOIA Section 43, Commercial Interests |
| 4 |  |  |  |  |
| 5 |  |  |  |  |
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Please continue on additional sheets where necessary.

**DEFFORM 711 - PART B – System / Product Breakdown Structure (PBS)**

The Contractor should insert their PBS here. For Software, please provide a Modular Breakdown Structure.

**Completion Notes Part A**

If any information / technical data that is deliverable or delivered under the relevant Contract conditions is, or may be, subject to any IPR restrictions (or any other type of restriction which may include export restrictions) affecting the Authority’s ability to use or disclose the information / technical data in accordance with the conditions of any resulting Contract, then the Contractor must identify this restricted information / technical data in this Part A. Otherwise, the Authority shall treat such information in accordance with the same rights under the Contract it would enjoy should no restrictions exist.

For example, any of the following must be disclosed:

1. any restriction on the provision of information / technical data to the Authority; any restriction on disclosure or the use of information by, or on behalf of, the Authority; any obligations to make payments in respect of IPR, and any patent or registered design (or application for either) or other IPR (including unregistered design right) owned or controlled by you or a third party;
2. any allegation made against the Contractor, whether by claim or otherwise, of an infringement of IPR (whether a patent, registered design, unregistered design right, copyright or otherwise) or of a breach of confidence, which relates to the performance of the Contract or subsequent use by or for the Authority of any Contract deliverables;
3. the nature of any allegation referred to under sub-paragraph (b) above, including any request or obligation to make payments in respect of the IPR of any confidential information and / or;
4. any action the Contractor needs to take, or the Authority is requested to take, to deal with the consequences of any allegation referred to under sub-paragraph (b) above.

|  |  |
| --- | --- |
| Block 1 | Enter the associated Invitation to Tender (ITT) or Contract number as appropriate. |
| Block 2 | No action – This sequential numbering is to assist isolation and discussion of any line item |
| Block 3 | Identify a unique reference number for the information / technical data (i.e. a Contractor’s document or file reference number) including any dates and version numbers. Documents may only be grouped and listed as a single entry where they relate to the same Article and where the restrictions and IPR owner are the same. |
| Block 4 | Identify the Article(s) associated with the information / technical data by entering a unique identification number / label for the Article(s). This may range from platform level down to sub-system level. This is to enable the Authority to quickly identify the approximate technical boundary to any user rights limitation (e.g. The RADAR or Defensive Aid Sub-System etc). This identification shall be at the lowest level of replaceability of the Article(s) or part of it to which the restrictions apply (i.e. if the restrictions apply to a sub-system the parent system should not be used to identify the restriction boundary). Any entry without a unique identifier shall be treated as a nil entry.  NOTE: The Authority does not accept any IPR restrictions in respect of the physical Articles themselves. Block 4 is solely to provide an applied picture to any technical data stated under Block 3 as having IPR restrictions. |
| Block 5 | This is a freeform narrative field to allow a short explanation justifying why this information / technical data has limited rights applying to it. |
| Block 6 | Identify who is the owner of the IPR in the information / technical data (i.e. copyright, design right etc). If it is a sub-contractor or supplier, please identify this also. |

**Part B**

If neither hardware nor software is proposed to be designed, developed or delivered as part of the Contract, Part B should be marked “NIL RETURN”.

Otherwise, the Contractor must include a System / Product Breakdown Structure (PBS) in a format which is consistent with ISO 21511 and / or the configuration requirements of DEFSTAN 05-057, unless an alternative format better represents your design configuration. For software, a modular breakdown structure must be provided. For reasons of clarity, it is acceptable to provide several levels of breakdown if this assists in organising the configuration of the Articles.

Details provided under Part B shall not imply any restriction of use over the Contract Articles, nor any restriction on associated technical data to be delivered under the Contract. Any restrictions of such technical data must be identified within Part A.

Against each unique item within the PBS / module breakdown, one of the following categories shall be recorded:

* 1. (PVF) - Private Venture Funded - where the article existed prior to the proposed Contract and its design was created through funding otherwise than from His Majesty’s Government (HMG).
  2. (PAF) - Previous Authority Funded (inc. HMG Funded) - where the article existed prior to the proposed Contract and its design was created through Previous Authority Funding.
  3. (CAF) - Contract Authority Funded (inc. HMG Funded) - where the article did not exist prior to the Contract and its design will be created through Contract Authority Funding under this Contract.
  4. (DNM) Design Not Mature - where the article / design configuration is not yet fixed.

In combination with one of categories (a) to (d) above, the Contractor shall further identify where an item has, or will have, foreign export control applying to it, through use of the further following category:

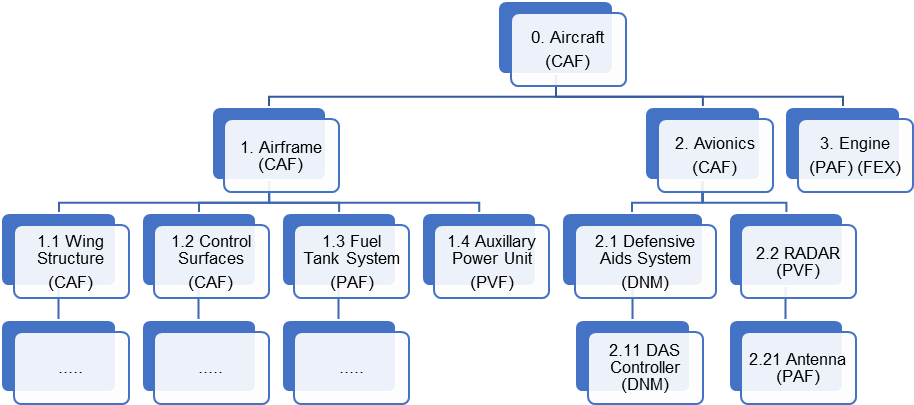
* 1. (FEX) Foreign Export Controlled Notes:
     1. During the term of the Contract the Contractor may transition any items identified as category (d) above into category (b) or (c). Transitions from category (d) into

category (a) may only be made with the express written agreement of the Authority’s Senior Commercial Officer, and by following the amendment process set out in the Contract.

* + 1. It is acceptable to specify the highest level of structure to which the category (a), (b) or (c) applies (i.e. there is no need to specify each sub-system / componentry if the entirety of the parent system was for example, Private Venture Funded). See guidance examples overleaf.
    2. For the avoidance of doubt, where a parent system did not exist prior to the Contract yet makes use of Private Venture Funded Articles, it must be identified as (CAF). The Private Venture Funded sub-components / sub-systems can be identified as PVF.
    3. Where items are identified as category (b), the Contractor should provide the number(s) of the previous Contract(s) under which the design was created and the Previous Authority Funding was applied.

**Example PBS**

A theoretical pictorial example is given below but it is to be noted that the configuration may equally be dealt with in a hierarchal tabularised format.



The diagram above indicates a highly simplified and hypothetical Contract scenario dealing with the procurement of a new air asset.

1. The proposed new aircraft would be considered Contract Authority Funded (CAF) at its top level.
2. Items denoted as Private Venture Funded (PVF) would generally indicate that it and all of its sub-components have been funded by sources other than HMG. In this instance there is no need to proceed down the product breakdown structure any further (see 1.4), except unusually where a generally PVF regarded item has incorporated a Previous Authority Funded (PAF) item (see 2.21).
3. The proposed design is making use of a PAF engine.
4. This engine has Foreign Export Control (FEX) applying to items within it.
5. The Defensive Aids System at 2.1 is covered as part of the Contract but the exact configuration and design has not yet been fixed “Design Not Mature” (DNM).
6. It is not feasible for a parent PVF system to make use of a CAF item; the parent system configuration would not have existed prior to the Contract.

**Ministry of Defence**

**Appendix 1 to DEFFORM 47**

**Edn 06/23**

**Tender Submission Document (Offer) - Project & Construction Management Services (PCMS)**

**Ref Number ITT - 708643450**

**To the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland (hereafter called "the Authority")**

The undersigned Tenderer, having read the ITT Documentation and ITT Material, offers to supply the Contract Deliverables at the stated price(s); in accordance with any referenced drawings and/or specifications, subject to the Conditions of Tendering. It is agreed that only the Contract Terms & Conditions or any amendments issued by the Authority shall apply.

|  |  |  |  |
| --- | --- | --- | --- |
| **Annlicable Law** | | | |
| I agree that any Contract resulting from this competition shall be subject to English Law | | Yes | |
| **Total Value of Tender (excluding VAT)** | | | |
| £ 57,146,946.02 .......................................................................................................................................  Fifty Seven Million One Hundred and Forty Six Thousand Nine Hundred and Forty Six Pounds and Two Pence ....... | | | |
| **UK Value Added Tax** | | | |
| If registered for Value Added Tax purposes, insert:   1. Registration No 77 84687 56 2. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £ 11,429,389.20 | | | |
| **Location of work (town *I* city) where Contract will be performed by Prime:** Army HQ, Delancey Building (IDL 448), Marlborough Lines, Monxton Road, Andover, SP11 8HJ | | | |
| Where items which are subject of your Tender are not supplied or provided by you, state location in town *I* city to be performed column (continue on another page if required) | | | |
| Tier 1 Sub-Contractor Company I Town / city to be II Contractor Deliverables  Name I Performed | Estimated Value | | SME  Yes *I* No |
| As part of MTA, Turner and Townsend and AtkinsRealis are our sub consultants. Our proposed in our submission we will resource the PCMS on a best athlete basis to provide 010 optimum value and performance. Therefore an estimation of expected 'value' will not be accurate. |  | |  |
| **Mandatory Declarations:** | **Tenderer's Declaration** | | |
| Are the Contract Deliverables subject to Foreign Export Control and Security Restrictions? If the answer is Yes, complete and attach DEFFORM 528. | No | | |
| Have you completed and attached a DEFFORM 711 - Notification of Intellectual Property Rights (IPR) Restrictions? | Yes | | |
| Have you obtained the foreign export approval necessary to secure IP user rights in the  Contract Deliverables for the Authority, including technical data, as determined in the Contract Terms & Conditions? | *NIA* | | |
| Have you provided details of how you will comply with all regulations relating to the operation of the collection of custom import duties, including the proposed Customs procedure to be used and an estimate of duties to be incurred or suspended? | *NIA* | | |
| Have you completed a Supplier Assurance Questionnaire on the Supplier Cyber Protection Service? | Yes | | |
| Have you completed Form 1686 for Sub-Contracts? | *NIA* | | |
| Have you completed the compliance matrix *I* matrices? | *NIA* | | |
| Are you a Small Medium Sized Enterprise (SME)? | No | | |

|  |  |  |
| --- | --- | --- |
| Have you and your Sub-Contractors registered with the Prompt Payment Code with regards to SMEs? | | Yes |
| Have you completed and attached Tenderer's Sensitive Information form? | | Yes |
| If you have not previously submitted a Statement Relating to Good Standing within  the last 12 months, or circumstances have changed have you attached a revised version? | | NIA |
| Do the Contract Deliverables, or any item provided in accordance with the Terms and Conditions of the Contract contain Asbestos, as defined by the control of Asbestos Regulations 2012? | | N/A |
| Have you completed and attached a DEFFORM 68 - Hazardous Articles, Deliverables materials or substances statement? | | N/A |
| Do the Contract Deliverables or any item provided in accordance with the Terms and Conditions of the Contract (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009, as it applies in Great Britain as retained EU law, and as it applies in Northern Ireland directly | | N/A |
| Where you have been informed that a Bank or Parent Company Guarantee is required, will you provide one during the standstill period, before Contract award, if  you are identified as the winning Tenderer? | | Not Required |
| Have you complied with the requirements of the Defence Safety Authority Regulatory Articles? | | Not Required |
| Have you completed all Mandatory Requirements (as per paragraph F18) stated in this ITT? | | Yes |
| \*If selecting Yes to any of the above questions, attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer). | | |
| **Tenderer's Declaration of Compliance with Competition Law** | | |
| We certify that the offer made is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any Third Party. Arrangement in this context includes any transaction, or agreement, private or open, or collusion, formal or informal, and whether or not legally binding. In particular:   1. the offered price has not been divulged to any Third Party; 2. no arrangement has been made with any Third Party that they should refrain from tendering;   C. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion;   1. no discussion with any Third Party has taken place concerning the details of either's proposed price; and 2. no arrangement has been made with any Third Party otherwise to limit genuine competition.   We understand that any instances of illegal cartels or market sharing arrangements, or other anti-competitive practices, suspected by the Authority will be referred to the Competition and Markets Authority for investigation and may be subject to action under the Competition Act 1998 and the Enterprise Act 2002.  We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.  We agree that the Authority may share the Consultant's information/documentation (submitted to the Authority during this Procurement) more widely within Government for the purpose of ensuring effective cross-Government tender processes, including value for money and related purposes. We certify that we have identified any Sensitive Information in the Tenderer's Sensitive Information form (DEFFORM 539A). | | |
| **Dated this 17th d iY***l\***of*1o*o*i:;,*ember Year 2023**  , I | | |
| **Signature:** *1 if}!I* **In the capacity of Head of Defence, UK**  ***V***  (Must be scanned original) (State official position e.g. Director, Manager, Secretary etc.) | | |
| **Name:** DAVID MARTIN  **duly authorised to sign this Tender for and on behalf of:**  MTA | **Postal Address: Mace, 155 Moorgate, London, EC2M 6XB**  **Telephone No: +44 (0) 20 3522 3000 Registered Company Number: 07094851**  **Dunn And Bradstreet number: 216309668** | |

**1a GUIDANCE NOTES**

A fully completed Pricing Schedule is to be provided by the Tenderer.

This spreadsheet is protected, Tenderers will not be able to insert additional columns. Do not change the format of any of the tabs or cells. Tenderers are to submit the Pricing Schedule in the native excel format only. A submission in any other format will be deemed non-compliant. Cells that are coloured yellow indicate that input is required from Tenderers. Please start with the Cover Sheet.

Tab 1d-PCMS Roles Required shows the PCMS roles that will be required and information regarding the ICOM model and disciplines. This tab requires no Tenderer input.

The information provided in the Scenario Cost tabs (1e to 1f) show the details of the PCMS roles that have been modelled on the forecast requirements to deliver the DEO Programme for the full term of the contract, excluding any extension period.

Populate only the yellow coloured cells in the Cover Sheet, tab 1b-Framework Rate Card, tab 1c-Non Framework Rate Card, tab 1e-Scenario Cost - Forecast Min and tab 1f-Scenario Cost - Forecast Max. All other tabs and cells will calculate automatically.

Tab 1b-Framework Rate Card must detail the Tenderer's contracted CCS RM6165 Maximum Price Day Rates (Post the application of November 2023 inflation) and the Tenderer's proposed Day Rates for the roles vocered by RM6165. The proposed Day Rates will be evaluated as part of the Commercial Evaluation and will be embedded into any resultant contract.

Tab 1c-Non Framework Rate Card must detail the Tenderer's proposed Day Rates for roles not covered by the RM6165 Framework. The proposed Day Rates will be evaluated as part of the Commercial Evaluation and will be embedded in any resultant contract.

Tab 1e-Scenario Cost - Forecast Min and tab 1f-Scenario Cost - Forecast Max must detail any additional commercial % discount offered by the Tenderer in recognition of turnover in excess of £10.000.000 excluding VAT of staff costs. Any discount offered will be deducted from all subsequent staff cost turnover over £10.000.000 and subsequent invoices once in contract. The discount will not apply to T&S or any other costs. The effective discount on the whole turnover is calculated automatically. Any discounts offered by the Tenderer will impact the Scenario Costs and will be evaluated as part of the Commercial Evaluation and embedded into any resultant contract.

Tab 1h-Role Definitions provides information on the expected experience and qualifications of each PCMS role, This tab requires no Tenderer input.

Please ensure all costs are exclusive of VAT and exclusive of any Travel and Subsistence costs (these will be allowable based on essential expenses as per the T&S Policy). For avoidance of doubt, the Day Rate is based on an eight hour day excluding breaks (capped at 8 hours). Hourly rates are not required to be priced in this Pricing Schedule. Any hourly periods of time provided to DIO that are not full days, will be calculated on a straight line hourly basis i.e Day Rate/8hrs x hours worked.

The Scenario Cost - Forecast Mean value in GBP for delivery of the service, will make up 100% of the weighting for the Commercial Response of the ITT.

Supplier Pricing Submission - Redacted Text Under FOIA Section 43, Commercial Interests

|  |  |
| --- | --- |
|  | **St George House DIO Headquarters DMS Whittington**  **Lichfield Staffordshire WS14 9PY**  Our reference: CCZD23A01 Date 29 September 2023 |

For the personal attention of:

Tenderer Security Control Officer for Contract No: 708643450 Dear Sir,

**SECURITY ASPECTS LETTER FOR:** Project & Construction Management Services (PCMS)

* 1. On behalf of the Secretary of State for Defence, I hereby give you notice of the information or assets connected with, or arising from, the referenced Contract that constitute classified material.
  2. Aspects that constitute OFFICIAL-SENSITIVE 1for the purpose of DEFCON 660 are specified below. These aspects must be fully safeguarded. The enclosed Security Condition, see Annex C, outlines the minimum measures required to safeguard OFFICIAL-SENSITIVE assets and information.

|  |  |  |
| --- | --- | --- |
| **Ser.** | **Type of Information** | **Protective Marking and / or Impact Level** |
| 1. | Existence of project | OFFICIAL |
| 2. | Business card level details (e.g. names, roles, business email, etc) | OFFICIAL |
| 3. | Project plans, progress reports, agendas, minutes of meetings & workshops, general client correspondence, technical overviews etc that are part of the contracted project documentation. | OFFICIAL |
| 4. | Structured data relating to industry partner costs and Contract data. Including cost estimates. | OFFICIAL SENSITIVE COMMERCIAL |
| 5. | Detailed Project construction details. Detailed design proposals, Technical Solutions, Specification and Plans. | Up to OFFICIAL SENSITIVE |
| 6. | Detailed physical IT infrastructure for data networks. | Up to OFFICIAL SENSITIVE |

1 See Technical Grading Guides for greater clarification

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| --- | --- | --- |
| 7. | Drawings, photographs and documents concerning which reveal the layout (showing buildings, parking areas, access roads, natural terrain, landscaped areas, storm and waste sewers, water intake and discharge conduits, culverts, streams, canals and other physical characteristics such as construction features of a buildings, barriers, temporary e.g fences, guard stations etc.) that can be visually obtained from uncontrolled areas. Outside of the site | OFFICIAL |
| 8. | Drawings, photographs of fences, emergency generators, | OFFICIAL |
| tunnels, ammunition facilities, M&E/B&CE Services, etc which  cannot be visually obtained from uncontrolled areas . | SENSITIVE |

* 1. Information about this contract must not, without the approval of the Authority, be published or communicated to anyone except where necessary for the execution of the contract.
  2. Your attention is drawn to the requirements of the ‘Security Conditions’ at Annexes B through D, and the provisions of the Official Secrets Act 1911-1989 in general, and specifically to the provisions of Section 2 of the Official Secrets Act 1911 (as amended by the Act of 1989). In particular you should take all reasonable steps to make sure that all individuals employed on any work in connection with this Contract have notice of the above specified aspects and that the aforementioned statutory provisions apply to them and will continue to apply after completion or earlier termination of the contract.
  3. The enclosed Security Conditions at Annex C outline the principal measures required to safeguard OFFICIAL-SENSITIVE information are provided to enable you to apply the required degree of protection.
  4. If any security incidents occur to classified information regarding this contract, then it shall be reported in accordance the requirements laid down in Annex C.
  5. The ‘Need to Know’ security principle is to be enforced rigorously at all times with regards to all project material (e.g., documentation, drawings, conversation).
  6. The rules and regulations laid down within the following DEFCONs are to be strictly adhered to:
     1. DEFCON 76 Contractor’s Personnel at Government Establishments
     2. DEFCON 531 Disclosure of Information
     3. DEFCON 658 Cyber
     4. DEFCON 660 Official-Sensitive Security requirements.
  7. Will you please confirm that?
     1. This definition of the classified aspects of the referenced Contract has been brought to the attention of the person directly responsible for security of classified material.
     2. The definition is understood and that the requirements of this Security Aspects Letter and the UK Security Conditions will be complied with using the Acceptance letter at Annex A.
     3. Measures can, and will, be taken to safeguard the classified aspects identified herein in accordance with applicable national laws and regulations. [The requirement and obligations

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set out above and in any contractual document can and will be met and that the classified information shall be protected in accordance with applicable national laws and regulations.

* + 1. All employees of the company who will have access to classified information have either signed the OSA Declaration Form in duplicate and one copy is retained by the Company Security Officer or have otherwise been informed that the provisions of the OSA apply to all classified information and assets associated with this contract.
  1. If you have any difficulty either in interpreting this definition of the classified aspects or in safeguarding them, will you please let me know immediately.
  2. The Contractor shall ensure that all individuals (contractors, sub-contractors and agency personnel) working on Defence Contracts must apply the requirements of HMG Baseline Personnel Security Standard (Minimum BPSS)[1]. The contracting company should be able to demonstrate that the checks have been carried out satisfactorily and are in place and that such checks may be audited, and spot checked by the contracting organisation.
  3. Any access to classified information or assets on MOD premises that may be needed will be subject to MOD security regulations under the direction of the MOD Project Officer in accordance with DEFCON 76.

Yours faithfully,

DIO Project Manager / Major Project & Programmes (MPP) Manager Annexes:

1. Acceptance of DIO Security Aspects Letter (SAL) dated XXXXXXXXXXXXX.
2. Technical Grading Guide for Official Sensitive material
3. OFFICIAL-SENSITIVE Security Condition for UK Contracts.
4. Official Secrets Act section 2.
5. **DEFCON 76 Contractor’s Personnel at Government Establishments.**
6. DEFCON 531 Disclosure of Information.
7. DEFCON 658 Cyber
8. DEFCON 660 Official-Sensitive Security requirements.
9. XXXXXX SAL Acknowledgment Sheet for Employees or Subcontracts Copy to:

[DIOCIO-InfoCyberSec@mod.gov.uk](mailto:DIOCIO-InfoCyberSec@mod.gov.uk) [ISAC-Group (MULTIUSER)](mailto:ISAC-Group@mod.gov.uk)

[ISS Des-DAIS-SRAAcc4-IA](mailto:Heather.Uzzell848@mod.gov.uk)

[COO-DSR-IIPCSy (MULTIUSER)](mailto:COO-DSR-IIPCSy@mod.gov.uk)

[1[] https://www.gov.uk/government/uploads/system/uploads/attachment\_data/file/677553/HMG\_Baseline\_Personnel\_Security\_Standard.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/677553/HMG_Baseline_Personnel_Security_Standard.pdf)

**Annex A to PCMS / 708643450 Dated: XXXXXXXX**

###### ACCEPTANCE OF DIO SECURITY ASPECTS LETTER (SAL)

1. Receipt of the above SAL is acknowledged. On behalf of the contractor, I confirm that:
   1. The content within Annexes B to H, together with all the security requirements described within this SAL, is understood. This content is to be briefed to all personnel who will be working on this contract / task and all sub-contractors, who require access to Project Information.
   2. The classified information, within Annexes B to H, has been brought to the attention of the person directly responsible for the security of this contract. This will include supplying suitable SALs and references to your sub-contractors.
   3. Copies of all sub-contractor SALs will be sent to the undersigned or their representative.
   4. Measures will be taken to safeguard the Controlled Material and/or OFFICIAL- SENSITIVE / OFFICIAL Matter in line with procedures approved by the DIO Security Controller.
   5. Individuals ‘need to know’ and access requirements in relation to **Project & Construction Management Services (PCMS)** project, are strictly role-based, and therefore, automatically rescinded on job change or departure.
   6. All conditions and requirements above in this SAL will be complied with.

Signed: Redacted Text Under FOIA Section 40, Personal Information

Date 26 Oct 23........................................

Name: Redacted Text Under FOIA Section 40, Personal Information

Job Title: Mace Defence Security Controller

2 To be signed by the Project Director only. Remaining project staff are to sign Annex I.

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**Annex B to Project & Construction Management Services ( PCMS) Contract**

**No: 708643450 Dated: XXXXXXXX**

###### TECHNICAL GRADING GUIDE FOR OFFICIAL SENSITIVE INFORMATION

|  |  |  |  |
| --- | --- | --- | --- |
| **Item no.** | **Item description** | **Classification to be considered** | **Remarks** |
| 1. | Existence of project | OFFICIAL | Shared on a need to know basis in line with Official Secrets Act  It is assumed that MODNET will be used for the management of this information |
| 2. | Business card level details (e.g. names, roles, business email, etc) | OFFICIAL | Shared on a need to know basis in line with Official Secrets Act  It is assumed that MODNET will be used for the management of this information |
| 3. | Project plans, progress reports, agendas, minutes of meetings & workshops, general client correspondence, technical overviews etc that are part of the contracted project documentation. | OFFICIAL | Shared on a need to know basis in line with Official Secrets Act  It is assumed that MODNET will be used for the management of this information |
| 4. | 4 Structured data relating to industry partner costs and Contract data. Including cost estimates. | OFFICIAL SENSITIVE COMMERCIAL | Use of Defence Share for all OS transmission of documents until an accredited solution can be provided. If in doubt contact DIO Project Manager.  Use of Defence Sourcing Portal (DSP) for all initial commercial documentation. By exception contact the DIO Commercial Manager.  It is assumed that MODNET will be used for the management of this information |
| 5. | Detailed Project construction details. Detailed design proposals, Technical Solutions, Specification and Plans. | Up to OFFICIAL SENSITIVE | Shared on a need to know basis in line with Official Secrets Act. |

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| --- | --- | --- | --- |
|  |  |  | It is assumed that MODNET will be used for the management of this information |
| 6. | Detailed physical IT infrastructure for data networks. | Up to OFFICIAL SENSITIVE | Use of Defence Share for all OS transmission of documents until an accredited solution can be provided. If in doubt contact DIO Project Manager. By exception contact the Establishment/Station Security Officer.  It is assumed that MODNET will be used for the management of this information |
| 7. | 7 Drawings, photographs and documents concerning which reveal the layout (showing buildings, parking areas, access roads, natural terrain, landscaped areas, storm and waste sewers, water intake and discharge conduits, culverts, streams, canals and other physical characteristics such as construction features of a buildings, barriers, temporary e.g fences, guard stations etc.) that can be visually obtained from uncontrolled areas. Outside of the site | OFFICIAL | Use of Defence Share for all OS transmission of documents until an accredited solution can be provided. If in doubt contact DIO Project Manager. By exception contact the Establishment/Station Security Officer.  It is assumed that MODNET will be used for the management of this information |
| 8. | Drawings, photographs of fences, emergency generators, tunnels, ammunition facilities, M&E/B&CE Services, etc which cannot be visually obtained from uncontrolled areas . | OFFICIAL SENSITIVE | Shared on a need to know basis in line with Official Secrets Act  It is assumed that MODNET will be used for the management of this information |

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**A n n e x C t o P r o j e c t & C o n s t r u c t i o n M a n a g e m e n t S e r v i c e s**

**( P C M S ) C o n t r a c t N o : 7 0 8 6 4 3 4 5 0**

**D a t e d : X X X X X X X X**

**ANNEX C: UK OFFICIAL AND UK OFFICIAL-SENSITIVE CONTRACTUAL SECURITY CONDITIONS3**

**Purpose**

1. This document provides guidance for Contractors where classified material provided to or generated by the Contractor is graded UK OFFICIAL or UK OFFICIAL-SENSITIVE. Where the measures requested below cannot be achieved or are not fully understood, further advice should be sought from the UK Designated Security Authority [(Email: COO-DSR-IIPCSy@mod.gov.uk).](mailto:COO-DSR-IIPCSy@mod.gov.uk)

**Definitions**

1. The term *"Authority"* for the purposes of this Annex means the HMG Contracting Authority.
2. The term *"Classified Material"* for the purposes of this Annex means classified information and assets.

**Security Grading**

1. The SENSITIVE caveat is used to denote UK OFFICIAL material that is of a particular sensitivity and where there is a need to reinforce the ‘need to know’. The Security Aspects Letter, issued by the Authority shall define the UK OFFICIAL-SENSITIVE material that is provided to the Contractor, or which is to be developed by it, under this Contract. The Contractor shall mark all UK OFFICIAL- SENSITIVE documents which it originates or copies during the Contract with the applicable security grading. The Contractor is not required to mark documents graded UK OFFICIAL unless they are transmitted overseas or generated by a Contractor based outside the UK in a third-party country.

**Security Conditions**

1. The Contractor shall take all reasonable steps to adhere to the provisions specified in the Contract or listed in this Annex. The Contractor shall make sure that all individuals employed on any work in connection with the Contract have notice that these provisions apply to them and shall continue so to apply after the completion or earlier termination of the Contract. The Authority must state the data retention periods to allow the Contractor to produce a data management policy. If you are a Contractor located in the UK your attention is also drawn to the provisions of the Official Secrets Acts 1911 to 1989 in general, and to the provisions of Section 2 of the Official Secrets Act 1911 (as amended by the Act of 1989) in particular.

**Protection of UK OFFICIAL and UK OFFICIAL-SENSITIVE Classified Material**

1. The Contractor shall protect UK OFFICIAL and UK OFFICIAL-SENSITIVE material provided to or generated by it in accordance with the requirements detailed in this Security Condition and any other conditions that may be specified by the Authority. The Contractor shall take all reasonable steps to prevent the loss or compromise of classified material whether accidentally or from deliberate or opportunist attack.

3 JSP 440 Leaftet 6a Annex C

1. Once the Contract has been awarded, where Contractors are required to store or process UK MOD classified information electronically, they are required to comply with the accreditation requirements specified in ISNs, Defence Condition 658 and Defence Standard 05-138. Details can be found at the links below:

[https://www.gov.uk/government/publications/industry-security-notices-isns.](https://www.gov.uk/government/publications/industry-security-notices-isns) <http://dstan.gateway.isg-r.r.mil.uk/standards/defstans/05/138/000002000.pdf> <https://www.gov.uk/government/publications/defence-condition-658-cyber-flow-down>

1. All UK classified material including documents, media and other assets must be physically secured to prevent unauthorised access. When not in use UK classified material shall be handled with care to prevent loss or inappropriate access. As a minimum UK OFFICIAL-SENSITIVE material shall be stored under lock and key and shall be placed in a lockable room, cabinets, drawers or safe and the keys/combinations shall be controlled.
2. Disclosure of UK classified material must be strictly controlled in accordance with the *"need to know"* principle. Except with the written consent of the Authority, the Contractor shall not disclose the Contract or any provision thereof to any person other than to a person directly employed by the Contractor or sub-Contractor.
3. Except with the consent in writing of the Authority the Contractor shall not make use of the Contract or any classified material issued or provided by or on behalf of the Authority otherwise than for the purpose of the Contract, and, same as provided for in paragraph 8 above, the Contractor shall not make use of any article or part thereof similar to the articles for any other purpose.
4. Subject to any intellectual property rights of third parties, nothing in this Security Condition shall restrict the Contractor from using any specifications, plans, drawings and other documents generated outside of this Contract.
5. Any samples, patterns, specifications, plans, drawings or any other documents issued by or on behalf of the Authority for the purposes of the Contract remain the property of the Authority and must be returned on completion of the Contract or, if directed by the Authority, destroyed in accordance with paragraph 34.

**Access**

1. Access to UK classified material shall be confined to those individuals who have a *“need-to-know”*, have been made aware of the requirement to protect the material and whose access is essential for the purpose of their duties.
2. The Contractor shall ensure that all individuals requiring access to UK OFFICIAL-SENSITIVE material have undergone basic recruitment checks. This should include establishing proof of identity; confirming that they satisfy all legal requirements for employment by the Contractor; and verification of their employment record. Criminal record checks should also be undertaken where permissible under national/local laws and regulations. This is in keeping with the core principles set out in the UK Government (HMG) Baseline Personnel Security Standard (BPSS) which can be found at:

[https://www.gov.uk/government/uploads/system/uploads/attachment\_data/file/714002/HM](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/714002/HMG_Baseline_Personnel_Security_Standard_-_May_2018.pdf) [G Baseline Personnel Security Standard - May 2018.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/714002/HMG_Baseline_Personnel_Security_Standard_-_May_2018.pdf)

**Hard Copy Distribution**

1. UK OFFICIAL and UK OFFICIAL-SENSITIVE documents may be distributed internally and externally of Contractor premises. To maintain confidentiality, integrity and availability, distribution is to be controlled such that access to documents is only by authorised personnel. They may be sent by ordinary post in a single envelope. The words UK OFFICIAL or UK OFFICIAL-SENSITIVE must

not appear on the envelope. The envelope must bear a stamp or marking that clearly indicates the full address of the office from which it was sent. Commercial Couriers may be used.

1. Advice on the distribution of UK OFFICIAL-SENSITIVE documents abroad or any other general advice including the distribution of UK OFFICIAL-SENSITIVE shall be sought from the Authority.

**Electronic Communication and Telephony and Facsimile Services**

1. UK OFFICIAL information may be emailed unencrypted over the internet. UK OFFICIAL- SENSITIVE information shall normally only be transmitted over the internet encrypted using either a National Cyber Security Centre (NCSC) Commercial Product Assurance (CPA) cryptographic product or a UK MOD approved cryptographic technique such as Transmission Layer Security (TLS). In the case of TLS both the sender and recipient organisations must have TLS enabled. Details of the required TLS implementation are available at:

<https://www.ncsc.gov.uk/guidance/tls-external-facing-services>

Details of the CPA scheme are available at:

<https://www.ncsc.gov.uk/scheme/commercial-product-assurance-cpa>

1. Exceptionally, in urgent cases UK OFFICIAL-SENSITIVE information may be emailed unencrypted over the internet where there is a strong business need to do so, but only with the prior approval of the Authority. However, it shall only be sent when it is known that the recipient has been made aware of and can comply with the requirements of these Security Conditions and subject to any explicit limitations that the Authority require. Such limitations including any regarding publication, further circulation or other handling instructions shall be clearly identified in the email sent with the information.
2. UK OFFICIAL information may be discussed on fixed and mobile telephones with persons located both within the country of the Contractor and overseas. UK OFFICIAL-SENSITIVE information may be discussed on fixed and mobile telephones only where there is a strong business need to do so.
3. UK OFFICIAL information may be faxed to recipients located both within the country of the Contractor and overseas, however UK OFFICIAL-SENSITIVE information may be transmitted only where there is a strong business case to do so and only with the prior approval of the Authority.

**Use of Information Systems**

1. The detailed functions that must be provided by an IT system to satisfy the minimum requirements cannot all be described here in specific detail; it is for the implementers to identify possible means of attack and ensure proportionate security mitigations are applied to prevent a successful attack.
2. The Contractor should ensure **10 Steps to Cyber Security** (Link below) is applied in a proportionate manner for each IT and communications system storing, processing or generating UK OFFICIAL or UK OFFICIAL-SENSITIVE information. The Contractor should ensure competent personnel apply 10 Steps to Cyber Security.

[https://www.ncsc.gov.uk/guidance/10-steps-cyber-security.](https://www.ncsc.gov.uk/guidance/10-steps-cyber-security)

1. As a general rule, any communication path between an unauthorised user and the data can be used to carry out an attack on the system or be used to compromise or ex-filtrate data.

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1. Within the framework of the 10 Steps to Cyber Security, the following describes the minimum security requirements for processing and accessing UK OFFICIAL-SENSITIVE information on IT systems.
   1. Access. Physical access to all hardware elements of the IT system is to be strictly controlled. The principle of *“least privilege”* will be applied to System Administrators. Users of the IT System (Administrators) should not conduct ‘standard’ User functions using their privileged accounts.
   2. Identification and Authentication (ID&A). All systems are to have the following functionality:
      1. Up-to-date lists of authorised users.
      2. Positive identification of all users at the start of each processing session.
   3. Passwords. Passwords are part of most ID&A security measures. Passwords are to be *“strong”* using an appropriate method to achieve this, e.g. including numeric and *“special”* characters (if permitted by the system) as well as alphabetic characters.
   4. Internal Access Control. All systems are to have internal Access Controls to prevent unauthorised users from accessing or modifying the data.
   5. Data Transmission. Unless the Authority authorises otherwise, UK OFFICIAL-SENSITIVE information may only be transmitted or accessed electronically (e.g. point to point computer links) via a public network like the Internet, using a CPA product or equivalent as described in paragraph 17 above.
   6. Security Accounting and Audit. Security relevant events fall into two categories, namely legitimate events and violations.
      1. The following events shall always be recorded:
2. All log on attempts whether successful or failed,
3. Log off (including time out where applicable),
4. The creation, deletion or alteration of access rights and privileges,
5. The creation, deletion or alteration of passwords.
   * 1. For each of the events listed above, the following information is to be recorded:
6. Type of event,
7. User ID,
8. Date & Time,
9. Device ID.

The accounting records are to have a facility to provide the System Manager with a hard copy of all or selected activity. There also must be a facility for the records to be printed in an easily readable form. All security records are to be inaccessible to users without a need to know. If the operating system is unable to provide this then the equipment must be protected by physical means when not in use i.e. locked away or the hard drive removed and locked away.

* 1. Integrity & Availability. The following supporting measures are to be implemented:
     1. Provide general protection against normally foreseeable accidents/mishaps and known recurrent problems (e.g. viruses and power supply variations),
     2. Defined Business Contingency Plan,
     3. Data backup with local storage,
     4. Anti-Virus Software (Implementation, with updates, of an acceptable industry standard Anti-virus software),
     5. Operating systems, applications and firmware should be supported,
     6. Patching of Operating Systems and Applications used are to be in line with the manufacturers recommended schedule. If patches cannot be applied an understanding of the resulting risk will be documented.
  2. Logon Banners. Wherever possible, a *“Logon Banner”* will be provided to summarise the requirements for access to a system which may be needed to institute legal action in case of any breach occurring. A suggested format for the text (depending on national legal requirements) could be:

*“Unauthorised access to this computer system may constitute a criminal offence”*

* 1. Unattended Terminals. Users are to be automatically logged off the system if their terminals have been inactive for some predetermined period of time, or systems must activate a password protected screen saver after 15 minutes of inactivity, to prevent an attacker making use of an unattended terminal.
  2. Internet Connections. Computer systems must not be connected direct to the Internet

or *“un-trusted”* systems unless protected by a firewall (a software based personal firewall is the minimum but risk assessment and management must be used to identify whether this is sufficient).

* 1. Disposal. Before IT storage media (e.g. disks) are disposed of, an erasure product must be used to overwrite the data. This is a more thorough process than deletion of files, which does not remove the data.

**Laptops**

1. Laptops holding any UK OFFICIAL-SENSITIVE information shall be encrypted using a CPA product or equivalent as described in paragraph 17 above.
2. Unencrypted laptops and drives containing personal data are not to be taken outside of secure sites4. For the avoidance of doubt the term *“drives”* includes all removable, recordable media e.g. memory sticks, compact flash, recordable optical media (CDs and DVDs), floppy discs and external hard drives.
3. Any token, touch memory device or password(s) associated with the encryption package is to be kept separate from the machine whenever the machine is not in use, left unattended or in transit.
4. Portable CIS devices holding the Authorities’ data are not to be left unattended in any public location. They are not to be left unattended in any motor vehicles either in view or in the boot or luggage compartment at any time. When the vehicle is being driven the CIS is to be secured out of sight in the glove compartment, boot or luggage compartment as appropriate to deter opportunist theft.

**Loss and Incident Reporting**

1. The Contractor shall immediately report any loss or otherwise compromise of any Defence Related Classified Material to the Authority. The term Defence Related Classified Material includes MOD Identifiable Information (MODDII) (as defined in ISN2016/05) and any information or asset that has been given a security classification by the UK MOD. The term also includes classified information

4 Secure Sites are defined as either Government premises or a secured office on the contractor premises.

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and assets held by UK Defence Contractors which are owned by a third party e.g. NATO or a another country for which the UK MOD is responsible.

1. In addition any loss or otherwise compromise of Defence Related Classified Material is to be immediately reported to the UK MOD Defence Industry Warning, Advice and Reporting Point (WARP). This will assist the UK MOD in formulating a formal information security reporting process and the management of any associated risks, impact analysis and upward reporting to the UK MOD’s Chief Information Officer (CIO) and, as appropriate, the Contractor concerned. The UK MOD Defence Industry WARP will also advise the Contractor what further action is required to be undertaken.

**UK MOD Defence Industry WARP Contact Details**

**Emai**[**l**](mailto:DefenceWARP@mod.gov.uk)**:** [DefenceWARP@mod.gov.uk](mailto:DefenceWARP@mod.gov.uk) [(](mailto:DefenceWARP@mod.gov.uk)OFFICIAL with no NTK restrictions)

**RLI Emai**[**l**](mailto:defencewarp@modnet.r.mil.uk)**:** [defencewarp@modnet.r.mil.uk](mailto:defencewarp@modnet.r.mil.uk) (MULTIUSER)

**Telephone (Office hours):** +44 (0) 30 6770 2185

**Mail:** Defence Industry WARP, DE&S PSyA Office

MOD Abbey Wood, NH2 Poplar-1 #2004, Bristol, BS34 8JH

1. Reporting instructions for any security incidents involving Defence Related Classified Material can be found in the Incident Reporting Industry Security Notice at:

<https://www.gov.uk/government/publications/industry-security-notices-isns>

**Sub-Contracts**

1. Where the Contractor wishes to sub-contract any elements of a Contract to sub-Contractors within its own country or to Contractors located in the UK such sub-contracts will be notified to the Contracting Authority. The Contractor shall ensure that these Security Conditions are incorporated within the sub-contract document.
2. The prior approval of the Authority shall be obtained should the Contractor wish to sub-contract any UK OFFICIAL-SENSITIVE elements of the Contract to a sub-Contractor facility located in another (third party) country. The first page of Annex A (MOD Form 1686 (F1686) of ISN 2022/08 is to be used for seeking such approval. The MOD Form 1686 can be found at:

[ISN 2022-08 Subcontracting or Collaborating on Classified MOD Programmes.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1095602/ISN_2022-08_Subcontracting_or_Collaborating_on_Classified_MOD_Programmes.pdf) [(publishing.service.gov.uk)](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1095602/ISN_2022-08_Subcontracting_or_Collaborating_on_Classified_MOD_Programmes.pdf)

1. If the sub-contract is approved, the Contractor shall flow down the Security Conditions in line with paragraph 32 above to the sub-Contractor. Contractors located overseas may seek further advice and/or assistance from the Authority with regards the completion of F1686.

**Physical Destruction**

1. As soon as no longer required, UK OFFICIAL and UK OFFICIAL-SENSITIVE material shall be destroyed in such a way as to make reconstitution very difficult or impossible, for example, by burning, shredding or tearing into small pieces. Advice shall be sought from the Authority when the classified material cannot be destroyed or, unless already authorised by the Authority, when its retention is considered by the Contractor to be necessary or desirable. Unwanted UK OFFICIAL- SENSITIVE classified material which cannot be destroyed in such a way shall be returned to the Authority.

**Private Venture Activities**

1. Private Venture (PV) funded (i.e., non-MOD funded) defence related projects and technology fall within one of the following three categories:
   * Variants. Variants of standard defence equipment under research, development or in production, e.g., aircraft, military vehicles or ships, etc. with non-standard equipment or fitments, offered to meet special customer requirements or to avoid security or commercial difficulties associated with the sale of an item in-Service with UK Armed Forces;
   * Derivatives. Equipment for military or civil use that is not based on standard Service designs but is dependent upon expertise or technology acquired in the course of defence contracts;
   * Freelance. Equipment of defence importance that is in no way based on information gained from defence contracts;
2. UK Contractors shall ensure that any PV activity that falls into one of the above categories has been formally security graded by the MOD Directorate of Security and Resilience. Please see PV guidance on the following website further information:

[https://www.gov.uk/government/publications/private-venture-pv-grading-and-exhibition-](https://www.gov.uk/government/publications/private-venture-pv-grading-and-exhibition-clearance-information-sheets) [clearance-information-sheets](https://www.gov.uk/government/publications/private-venture-pv-grading-and-exhibition-clearance-information-sheets)

**Publicity Material**

1. Contractors wishing to release any publicity material or display assets that arises from a Contract to which these Security Conditions apply must seek the prior approval of the Authority. Publicity material includes open publication in the Contractor’s publicity literature or website or through the media; displays at exhibitions in any country; lectures or symposia; scientific or technical papers, or any other occasion where members of the general public may have access to the information even if organised or sponsored by the UK Government.
2. For UK Contractors where the exhibition assets relate to multiple Delivery Teams or for Private Venture defence related material where there is no defined Delivery Team, the Contractor shall request clearance for exhibition from the Directorate of Security and Resilience when it concerns Defence Related Material. See the MOD Exhibition Guidance on the following website for further information:

[https://www.gov.uk/government/publications/private-venture-pv-grading-and-exhibition-](https://www.gov.uk/government/publications/private-venture-pv-grading-and-exhibition-clearance-information-sheets) [clearance-information-sheets](https://www.gov.uk/government/publications/private-venture-pv-grading-and-exhibition-clearance-information-sheets)

**Export sales/promotion**

1. The MOD Form 680 (F680) security procedure enables HMG to control when, how, and if defence related classified material is released by UK Contractors to foreign entities for the purposes of promotion or sales of equipment or services. Before undertaking any targeted promotion or demonstration or entering into any contractual commitments involving the sale or release of defence equipment, information or technology classified UK OFFICIAL-SENSITIVE or above to a foreign entity, a UK Contractor shall obtain F680 approval from the Export Control Joint Unit (ECJU) MOD Team. This includes assets classified UK OFFICIAL-SENSITIVE or above either developed to meet a UK MOD requirement or Private Venture (PV) equipment, as formally advised in a Security Aspects Letter (SAL) issued by the relevant Contracting Authority, or PV Security Grading issued by the MOD

Directorate of Security and Resilience. Guidance regarding the F680 procedure issued by ECJU can be found at:

[https://www.gov.uk/government/publications/ministry-of-defence-form-680-procedure-](https://www.gov.uk/government/publications/ministry-of-defence-form-680-procedure-guidance) [guidance](https://www.gov.uk/government/publications/ministry-of-defence-form-680-procedure-guidance)

1. If a Contractor has received an approval to sub-contract, under an MOD Form 1686 (F1686), for development/production of parts of an equipment, that approval also permits the production of additional quantities for supply to an export customer, when the Contractor has MOD Form 680 approval for supply of the complete equipment, as long as:

a) they are identical, except for component obsolescence, to items produced under the UK programme that the approval to subcontract relates to; and

) no additional OFFICIAL-SENSITIVE or above material is required to be released to the overseas subcontractor.

**Interpretation/Guidance**

1. Advice regarding the interpretation of the above requirements should be sought from the Authority.
2. Further requirements, advice and guidance for the protection of UK classified material at the level of UK OFFICIAL and UK OFFICIAL-SENSITIVE may be found in Industry Security Notices at:

<https://www.gov.uk/government/publications/industry-security-notices-isns>

**Audit**

1. Where considered necessary by the Authority the Contractor shall provide evidence of compliance with this Security Condition and/or permit the inspection of the Contractor’s processes and facilities by representatives of the Contractor’s National/Designated Security Authorities or the Authority to ensure compliance with these requirements.

###### OFFICIAL SECRETS ACT SECTION 2

**Defence**

**A n n e x D t o P r o j e c t & C o n s t r u c t i o n M a n a g e m e n t S e r v i c e s ( P C M S )**

**C o n t r a c t N o : 7 0 8 6 4 3 4 5 0**

**D a t e d : X X X X X X X X**

1. A person who is or has been a Crown servant or government contractor is guilty of an offence if without lawful authority he makes a damaging disclosure of any information, document or other article relating to defence which is or has been in his possession by virtue of his position as such.
2. For the purposes of subsection 1. above, a disclosure is damaging if:
3. It damages the capability of, or of any part of, the armed forces of the Crown to carry out their tasks or leads to loss of life or injury to members of those forces or serious damage to the equipment or installations of those forces; or
4. Otherwise than as mentioned in paragraph a. above, it endangers the interests of the United Kingdom abroad, seriously obstructs the promotion or protection by the United Kingdom of those interests or endangers the safety of British citizens abroad; or
5. It is of information or of a document or article which is such that its unauthorised disclosure would be likely to have any of those effects.
6. It is a defense for a person charged with an offence under this section to prove that at the time of the alleged offence he did not know, and had no reasonable cause to believe, that the information, document or article in question related to Defence or that its disclosure would be damaging within the meaning of subsection 1. above.
7. In this section ‘Defence’ means:
8. The size, shape, organization, logistics, order of battle, deployment, operations, state of readiness and training of the armed forces of the Crown;
9. The weapons, stores or other equipment of those forces and the invention, development, production and operation of such equipment and research relating to it;
10. Defence policy and strategy and military planning and intelligence;
11. Plans and measures for the maintenance of essential supplies and services that are or would be needed in time of war.

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**A n n e x E t o P r o j e c t & C o n s t r u c t i o n M a n a g e m e n t S e r v i c e s ( P C M S )**

**C o n t r a c t N o : 7 0 8 6 4 3 4 5 0**

**D a t e d : X X X X X X X X**

**Contractor's Personnel DEFCON 76**

**At Government** Edition 11/22

# Establishments

## Definitions

1. Reference in this Condition to:
   1. 'Government Establishment' or 'site' shall be deemed to include any of His Majesty's Ships or Vessels and Service

Stations;

* 1. 'Officer in Charge' shall be deemed to include Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Heads of Government Establishments; and

) 'Contractor's Representative(s)' shall be deemed to include the Contractor's employees, agents and subcontractors.

**General**

1. The following general provisions apply:
   1. The Officer in Charge shall provide such available administrative and technical facilities for the Contractor's Representatives employed at Government Establishments for the purpose of the Contract as may be necessary for the effective and economical discharge of work under the Contract. These facilities will be provided free of charge unless otherwise stated in the Contract. The status to be accorded to the Contractor's Representatives for messing purposes will be at the discretion of the Officer in Charge.
   2. Any land or premises (including temporary buildings) made available to the Contractor by the Authority in connection with the Contract shall be made available to the Contractor free of charge, unless otherwise stated in the Contract, and shall be used by the Contractor solely for the purposes of performing the Contract. The Contractor shall have the use of such land or premises as licensee and shall vacate the same upon completion of the Contract. Any utilities required by the Contractor shall be subject to the charges set out in the Contract.
   3. The Contractor shall have no claim against the Authority for any additional cost or delay occasioned by the closure for holidays of Government Establishments, where this is made known to them prior to entering into the Contract.

## Liability In Respect Of Damage To Government Property

1. Without prejudice to the provisions of DEFCON 611 (Issued Property) and of DEFCON 612 (Loss of or Damage to the Articles), where those conditions form part of the Contract, the Contractor shall, except as otherwise provided for in the Contract, make good or, at the option of the Authority, pay compensation for all damage occurring to any Government Property, which includes land or buildings, occasioned by the Contractor, or by any of their Representatives, arising from the Contractor's or their Representatives' presence on a Government Establishment in connection with the Contract, provided that this Condition shall not apply to the extent that the Contractor is able to show that any such damage was not caused or contributed to by any circumstances within the Contractor's or their Representatives' reasonable control.
2. The total liability of the Contractor under Clause 3 herein shall be subject to any limitation specified in the Contract.

## Contractor's Property

1. All property of the Contractor and their Representatives shall be at the risk of the Contractor whilst it is on any Government Establishment, and the Authority shall accept no liability for any loss or damage howsoever occurring thereto or caused thereby, except as follows:
   1. where any such loss or damage was caused or contributed to by any act, neglect or default of any Government Servant, agent or contractor then the Authority shall accept liability therefor to the extent to which such loss or damage is so caused or contributed to as aforesaid; and
   2. where any property of the Contractor has been taken on charge by the Officer in Charge, and a proper receipt has been given therefor, then the Authority shall be liable for any loss or damage occurring to that property while held on such charge as aforesaid.

## Contractor's Representatives

1. The Contractor shall submit in writing to the Authority for approval, initially and as necessary from time to time, a list of their

Representatives who may need to enter a Government Establishment for the purpose of, or in connection with, work under the Contract, giving such particulars as the Authority may require, including full details of birthplace and parentage of any such Representative who:

* 1. was not born in the United Kingdom; or
  2. if they were born in the United Kingdom, were born of parents either or both of whom were not born in the United Kingdom.

1. The Authority shall issue passes for those Representatives who are approved by it in accordance with Clause 6 herein for admission to a Government Establishment and a Representative shall not be admitted unless in possession of such a pass. Passes shall remain the property of the Authority and shall be surrendered on demand or on completion of the work.
2. Notwithstanding the provisions of Clauses 6 and 7 hereof if, in the opinion of the Authority, any

Representative of the Contractor shall misconduct themselves, or it shall not be in the public interest for any person to be employed or engaged by the Contractor, the Contractor shall remove such person without delay on being required to do so and shall cause the work to be performed by such other person as may be necessary.

1. The decision of the Authority upon any matter arising under Clauses 6 to 8 inclusive shall be final and conclusive.

## Observance Of Regulations

1. The following provisions apply:
   1. The Contractor shall ensure that their Representatives have the necessary probity (by undertaking the

Government’s Baseline Personnel Security Standard) and, where applicable, are cleared to the appropriate level of security when employed within the boundaries of a Government Establishment.

* 1. Where the Contractor requires information on the Government’s Baseline Personnel Security Standard (the Standard) or security clearance for their Representatives or is not in possession of the relevant rules, regulations or requires guidance on them, they shall apply in the first instance to the Project Manager/Equipment Support Manager.
  2. On request, the Contractor shall be able to demonstrate to the Authority that the Contractor’s processes to assure compliance with the standard have been carried out satisfactorily. Where that assurance is not already in place, the Contractor shall permit the Authority to inspect the processes being applied by the Contractor to comply with the Standard.
  3. The Contractor shall comply and shall ensure that their Representatives comply with the rules, regulations and requirements that are in force whilst at that Establishment which shall be provided by the Authority on request.
  4. When on board ship, compliance with the rules, regulations, and requirements shall be in accordance with the Ship's Regulations as interpreted by the Officer in Charge. Details of those rules, regulations and requirements shall be provided on request by the Officer in Charge.

## Transport Overseas

1. Where the Contractor's Representatives are required by the Contract to join or visit a Government Establishment overseas, transport between the United Kingdom and the place of duty (but excluding transport within the United Kingdom) shall be provided free of charge by the Authority whenever possible, normally by Royal Air Force or by MOD chartered aircraft. The Contractor shall make such arrangements through the Project Manager/Equipment Support Manager named for this purpose in the Contract. When such transport is not available within a reasonable time, or in circumstances where the Contractor wishes their

Representatives to accompany materiel for installation which they are to arrange to be delivered, the Contractor shall make their own transport arrangements. The Authority shall reimburse the Contractor's costs for such transport of their Representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the Contractor's Representatives locally overseas which is necessary for the purposes of the Contract shall be provided wherever possible by the Authority and, where so provided, will be free of charge.

## Medical Treatment Overseas

1. Out-patient medical treatment given to the Contractor's Representatives by a Service Medical Officer or other Government Medical Officer at a Government Establishment overseas shall be free of charge. Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Establishment, and transportation of the Contractor's Representatives back to the United Kingdom, or elsewhere, for medical reasons, shall be charged to the Contractor at the appropriate local rate.

## Injuries, Disease And Dangerous Occurrences

1. The Contractor shall report any injury, disease or dangerous occurrence at any Government Establishment arising out of the performance of this Contract, which is required to be reported under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR) to the Officer in Charge of the relevant Government Establishment. This would be in addition to any report, which the Contractor may be required to submit under RIDDOR to the relevant enforcing authority (e.g. Health and Safety Executive or Local Authority).

## Dependants Of Contractor's Representatives

1. No assistance from public funds, and no messing facilities, accommodation or transport overseas shall be provided for dependants or members of the families of the Contractor's Representatives. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current MOD rates. **Provision Of Funds Overseas.**
2. The Contractor shall, wherever possible, arrange for funds to be provided to their Representatives overseas through normal banking channels (e.g. by travellers cheques). If banking or other suitable facilities are not available, the Authority shall, upon request by the Contractor and subject to any reasonable limitation required by the Contractor, make arrangements for payments, converted at the prevailing rate of exchange (where applicable), to be made by the Establishment to which the Contractor's Representatives are attached. All such advances made by the Authority shall be recovered from the Contractor.

## Health And Safety Hazard Control

1. Where the Contractor enters a Government Establishment for the purpose of performing work under the Contract:
   1. The Contractor shall notify the Officer in Charge or the site project liaison officer or overseeing officer nominated in the Contract of:
      1. any health and safety hazards associated with the work to be performed by them or any of their Representatives;
      2. any foreseeable risks to the health and safety of all persons associated with such hazards; and iii. any precautions to be taken by them as well as any precautions which, in their opinion, ought to be taken by the Authority, in order to control such risks.
   2. The Authority shall notify the Contractor of:
      1. any health and safety hazards which may be encountered by the Contractor or any of their Representatives on the Government Establishment;
      2. any foreseeable risks to the health and safety of the Contractor or any of their Representatives, associated with such hazards; and
      3. any precautions to be taken by the Authority as well as any precautions which, in its opinion, ought to be taken by the Contractor, in order to control such risks.
   3. The Contractor shall notify their Representatives of and, where appropriate, provide adequate instruction in relation to:
      1. the hazards, risks and precautions notified by them to the Authority under sub-Clause 16.a);
      2. the hazards, risks and precautions notified by the Authority to the Contractor

under sub-Clause 16.b); and

iv. the precautions which, in their opinion, ought to be taken by their Representatives in order to control those risks.

* 1. The Contractor shall provide the Officer in Charge or the site project liaison officer or overseeing officer nominated in the Contract with:
     1. copies of those sections of their own and, where appropriate, their Representatives' Safety Policies which are relevant to the risks notified under sub- Clause 16.a);
     2. copies of any related risk assessments; and iii. copies of any notifications and instructions issued by them to their Representatives under sub- Clause 16.c).
  2. The Authority shall provide the Contractor with:
     1. copies of those sections of its own Safety Policies which are relevant to the risks notified under sub-Clause 16.b);
     2. copies of any related risk assessments; and

. copies of any notifications and instructions issued by it to its employees similar to those called for from the Contractor under sub-Clause 16.c

**A n n e x G t o P r o j e c t & C o n s t r u c t i o n M a n a g e m e n t**

**S e r v i c e s ( P C M S ) C o n t r a c t N o : 7 0 8 6 4 3 4 5 0 D a t e d : X X X X X X X X**

**CYBER DEFCON 658**

Edition 10/22

## Definitions

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

“**Associated Company**” means:

1. any associated company of the Contractor from time to time within the meaning of Section 449 of the Corporate Tax Act 2010 or any subordinate legislation; and
2. any parent undertaking or subsidiary undertaking of the Contractor from time to time within the meaning of section 1162 Companies Act 2006 and it is further agreed that where the ownership of shares in any such undertaking have been pledged or transferred to a third party by way of security, the original parent shall still be considered a member of the subsidiary undertaking;

“**Cyber Risk Profile**” means the level of cyber risk relating to this Contract assessed by the Authority or in relation to any Sub-contract assessed by the Contractor, in each case in accordance with the Cyber Security Model;

“**Cyber Implementation Plan**” means the plan referred to in Clause 3 of this Condition;

“**Cyber Security Incident**” means an event, act or omission which gives rise or may give rise to:

1. unauthorised access to an information system or electronic communications network on which MOD Identifiable Information resides;
2. disruption or change of the operation (including but not limited to takeover of control) of an information system or electronic communications network on which MOD Identifiable Information resides;
3. unauthorised destruction, damage, deletion or the change of MOD Identifiable Information residing in an information system or electronic communications network;
4. unauthorised or unintentional removal or limiting the possibility to use MOD Identifiable Information residing in an information system or electronic communications network; or
5. the appropriation, publication, dissemination or any other use of non-public MOD Identifiable Information by persons unauthorised to do so;

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“**Cyber Security Instructions**” means DEFSTAN 05-138, together with any relevant ISN and specific security instructions relating to this Contract issued by the Authority to the Contractor;

“**Cyber Security Model**” and “CSM” mean the process by which the Authority ensures that MOD Identifiable Information is adequately protected from Cyber Security Incident and includes the CSM Risk Assessment Process, DEFSTAN 05-138 and the CSM Supplier Assurance Questionnaire conducted via the Supplier Cyber Protection Service;

“**CSM Risk Assessment Process**” means the risk assessment process which forms part of the Cyber Security Model and is used to measure the Cyber Risk Profile for this Contract and any Sub-contract;

“**CSM Supplier Assurance Questionnaire**” means the supplier assessment questionnaire which forms part of the Cyber Security Model and is to be used by the Contractor to demonstrate compliance with this Condition;

“**Data**” means any data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media;

“**DEFSTAN 05-138**” means the Defence Standard 05-138 as amended or replaced from time to time;

“**Electronic Information**” means all information generated, processed, transferred or otherwise dealt with under or in connection with the Contract, including but not limited to Data, recorded or preserved in electronic form and held on any information system or electronic communications network;

“**Good Industry Practice**” means in relation to any undertaking and any circumstances, the exercise of skill, diligence, prudence, foresight and judgment and the making of any expenditure that would reasonably be expected from a skilled person in the same type of undertaking under the same or similar circumstances;

“**ISN**” means Industry Security Notices issued by the Authority to the Contractor whether directly or by issue on the [gov.uk](http://gov.uk/) website at: [https://www.gov.uk/government/publications/industry-security-noticesisns;](https://www.gov.uk/government/publications/industry-security-noticesisns)

“**JSyCC WARP**” means the Joint Security Co-ordination Centre MOD Defence Industry Warning, Advice and Reporting Point or any successor body notified by way of ISN;

“**MOD Identifiable Information**” means all Electronic Information which is attributed to or could identify an existing or proposed MOD capability, defence activities or personnel and which the MOD requires to be protected against loss, misuse, corruption, alteration and unauthorised disclosure;

“**NSA/DSA**” means, as appropriate, the National or Designated Security Authority of the Contractor that is responsible for the oversight of the security requirements to be applied by the Contractor and for ensuring compliance with applicable national security regulations;

“**Sites**” means any premises from which Contractor Deliverables are provided in connection with this Contract or from which the Contractor or any relevant Sub-contractor manages, organises or otherwise directs the provision or the use of the Contractor Deliverables and/or any sites from which the Contractor or any relevant Sub-contractor generates, processes, stores or transmits MOD Identifiable Information in relation to this Contract;

“**Sub-contract**” means any sub-contract awarded directly by the Contractor as a consequence of or in connection with this Contract; “**Sub-contractor**” means a subcontractor or any Associated Company of the Contractor who provides Contractor Deliverables in connection with this Contract but only to the extent that the Sub- contractor processes, stores or transmits MOD Identifiable Information under their Subcontract;

“**Supplier Cyber Protection Service**” means the tool incorporating the CSM Risk Assessment Process and CSM Supplier Assurance Questionnaire.

1. **Authority Obligations**
   1. The Authority shall:
      1. determine the Cyber Risk Profile appropriate to this Contract and notify the

Contractor of the same at the earliest possible date; and

* + 1. notify the Contractor as soon as reasonably practicable where the Authority reassesses the Cyber Risk Profile relating to this Contract, which shall

be in accordance with Clause 7.

## 0. Contractor Obligations

* 1. The Contractor shall, and shall procure that their Sub-contractors shall:
     1. comply with DEFSTAN 05-138 or, where applicable, the Cyber Implementation

Plan attached to this Contract and for the avoidance of doubt any Cyber Implementation Plan shall be prepared and implemented in accordance with Good Industry Practice taking account of any risk-balance case and any mitigation measures required by the Authority and shall ensure that any measures taken to protect MOD Identifiable Information are no less stringent than those taken to protect their own proprietary information;

* + 1. complete the CSM Risk Assessment Process in accordance with the Authority’s

instructions, ensuring that any change in the Cyber Risk Profile is notified to any affected Sub-contractor, and complete a further CSM Risk Assessment or CSM Supplier Assurance Questionnaire where a change is proposed to the Contractor’s supply chain or on receipt of any reasonable request by the Authority;

* + 1. re-perform the CSM Supplier Assurance Questionnaire no less than once in each year of this Contract commencing on the first anniversary of completion of the CSM Supplier Assurance Questionnaire to demonstrate continued compliance with the Cyber Security Instructions;
    2. having regard to the state of technological development, implement and maintain

all appropriate technical and organisational security measures to discharge their obligations under this Condition in accordance with Good Industry Practice *provided always that* where there is a conflict between the Contractor’s obligations under 3.1.1 above and this 3.1.4 the Contractor shall notify the Authority in accordance with the notification provisions in DEFSTAN 05-138 as soon as they become aware of the conflict and the Authority shall determine which standard or measure shall take precedence;

* + 1. comply with all Cyber Security Instructions notified to it by the Authority as soon as reasonably practicable;
    2. notify the JSyCC WARP in accordance with ISN 2017/03 as amended or updated

from time to time and the Contractors NSA/DSA, and in the case of a Subcontractor also notify the Contractor, 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;

* + 1. in coordination with their NSA/DSA, investigate any Cyber Security Incidents fully and promptly and co-operate with the Authority and its agents and representatives to take all steps to mitigate the impact of the Cyber Security Incident and minimise

the likelihood of any further similar Cyber Security Incidents. For the avoidance of doubt, this shall include complying with any reasonable technical or organisational security measures deemed appropriate by the Authority and the Contractors NSA/DSA in the circumstances and taking into account the Cyber Risk Profile; and

* + 1. consent to the Authority recording and using information obtained via the Supplier Cyber Protection Service in relation to the Contract for the purposes of the Cyber Security Model which shall include any agreed Cyber Implementation Plan. For the avoidance of doubt such information shall include the cyber security accreditation of the Contractor and/or Sub- contractor as appropriate; and
    2. include provisions equivalent to those set out in the Annex to this Condition (the “equivalent provisions”) in all relevant Subcontracts.

## Management Of Sub-Contractors

* 1. Provided that it is reasonable in all the circumstances to do so, the Authority agrees that the Contractor shall be entitled to rely on the self certification by the Subcontractor of their compliance with this Condition in accordance with

3.1.1 above.

* 1. Where a Sub-contractor notifies the Contractor that it cannot comply with the requirements of DEFSTAN 05-138, the Contractor shall require a Subcontractor to prepare and implement a Cyber Implementation Plan in accordance with Good Industry Practice taking account of any risk-balance case and any mitigation measures required by the Contractor and shall ensure that any measures taken to protect MOD Identifiable Information are no less stringent than those taken to protect the proprietary information of the Sub-contractor. Where the Contractor has reasonably relied on the Sub- contractor's self-certification and the Subcontractor is subsequently found to be in breach of their obligations, the

Contractor shall not be in breach of this Condition.

* 1. The Contractor shall, and shall require their Sub-contractors to, include provisions equivalent to those set out in the Annex to this Condition in all relevant Sub-contracts and shall notify the Authority in the event that they become aware of any material breach of the provisions set out in the Annex by their Subcontractor.

## Records

* 1. The Contractor shall keep and maintain, and shall ensure that any Subcontractor shall keep and maintain, until 6 years after termination or end of Contract term or final payment under this Contract, or as long a period as may be agreed between the Parties, full and accurate records including but not limited to:
     1. copies of all documents required to demonstrate compliance with DEFSTAN 05138 and this Condition, including but not limited to any

information used to inform the CSM Risk Assessment Process and to carry out the CSM Supplier Assurance Questionnaire, together with any certificates issued to the Contractor and/or Subcontractor; and

* + 1. copies of all documents demonstrating compliance with 3.1.5 and in relation to any

notifications made under 3.1.6 and/or investigation under 3.1.7.

* 1. The Contractor shall, and shall ensure that any Sub-contractor shall, on request provide the Authority, the Authority's representatives and/or the Contractors NSA/DSA such access to those records under 5.1 as may be required in connection with this Contract.

## Audit

6.1. In the event of a Cyber Security Incident the Contractor agrees that the Authority and its representatives, in coordination with the Contractor's NSA/DSA,

may conduct such audits as are required to establish (i) the cause of the Cyber

Security Incident, (ii) the impact of the Cyber Security Incident, (iii) the MOD

Identifiable Information affected, and (iv) the work carried out by the Contractor to resolve the Cyber Security Incident and to mitigate the effects, to ensure that the Cyber Security Incident is resolved to the satisfaction of the Authority and the NSA/DSA.

* 1. In addition to the rights in 6.1 above the Authority or its representatives and/or the Contractor's NSA/DSA, either solely or in any combination, may at any time during the Contract and for a period of six (6) years after termination of the

Contract or the end of the Contract term or final payment under the Contract whichever is the later, but not more than once in any calendar year , conduct an audit for the following purposes where the Contractor continues to hold MOD Identifiable Information:

* + 1. to review and verify the integrity, confidentiality and security of any MOD Identifiable Information; and
    2. to review the Contractor's and/or any Sub-contractor’s compliance with their obligations under DEFSTAN 05-138 or a Cyber Implementation Plan; and
    3. to review any records created during the provision of the Contractor Deliverables, including but not limited to any documents, reports and minutes which refer or relate to the Contractor Deliverables for the purposes of 5.1.1 and 5.1.2 above.
  1. The Authority, acting reasonably and having regard to the confidentiality and security obligations owed by the Contractor to third parties, shall propose the scope of each audit in writing with a view to seeking the agreement of the Contractor but shall make the ultimate decision on the scope. For the avoidance of doubt the scope of the audit shall not grant the Authority any unsupervised access to any of the Contractor’s information systems or electronic communications networks. The Authority shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor and/or Sub-contractor or delay the provision of the Contractor Deliverables and supplier information received by the Authority in connection with the audit shall be treated as confidential information.
  2. The Contractor shall, and shall ensure that any Sub-contractor shall on demand provide the Authority and any relevant regulatory body, including the Contractor’s NSA/DSA, (and/or their agents or representatives), together “the Auditors”, with all reasonable co-operation and assistance in relation to each audit, including but not limited to:
     1. all information requested by the Authority within the permitted scope of the audit;
     2. reasonable access to any Sites controlled by the Contractor or any Associated Company used in the performance of the Contract to the extent required within the permitted scope of the audit and, where such Sites are outwith the control of the

Contractor, shall secure sufficient rights of access for the Auditors as shall be necessary to allow audits to take place; and

* + 1. access to any relevant staff.
  1. The Authority shall endeavour to (but is not obliged to) provide at least 15 calendar days' notice of its intention to conduct an audit.
  2. The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Condition, unless the audit identifies a material breach of the terms of this Condition by the Contractor in which case the Contractor shall reimburse the Authority for all the Authority's reasonable costs incurred (which shall be evidence to the Contractor) in the course of the audit.
  3. The Contractor shall in their Sub-contracts procure rights for the Authority to enforce the terms of clause 6 of this Condition in accordance with the Contracts (Rights of Third Parties) Act 1999.

## General

* 1. On termination or expiry of this Contract the provisions of this Condition excepting 3.1.2 and

3.1.3 above shall continue in force so long as the Contractor and/or and Sub-contractor holds any MOD Identifiable Information relating to this Contract.

* 1. Termination or expiry of this Contract shall not affect any rights, remedies, obligations or liabilities of the Parties under this Condition that have accrued up to the date of termination or expiry, including but not limited to the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
  2. The Contractor agrees that the Authority has absolute discretion to determine changes to DEFSTAN 05-138 or the Cyber Risk Profile or both and issue new or updated Cyber Security Instructions. In the event that

there is such a change to DEFSTAN 05-138 or the Cyber Risk Profile or both, then either Party may seek an adjustment to the Contract Price for any associated increase or decrease in costs and the Contractor may request an extension of time for compliance with such revised or amended DEFSTAN 05-138 or Cyber Risk Profile or both *provided always that* the Contractor shall seek to mitigate the impact on time and cost to the extent which it is reasonably practicable to do so and *further provided that* such costs shall not be allowed unless they are considered to be appropriate, attributable to the Contract and reasonable in all the circumstances.

* 1. Subject to 7.3 above, where the Contractor seeks such adjustment or extension, the Authority will proceed in accordance with DEFCON 620 or any agreed alternative change control procedure to determine the request for adjustment or extension. The Contractor must deliver a Contractor Change Proposal to the Authority within eight (8) weeks (or other period agreed by the parties) of the occurrence of the change in DEFSTAN 05138 or Cyber Risk Profile or both, identifying the impact of that change and accompanied by full details of the request for adjustment. For the avoidance of doubt, the Authority shall not be required to withdraw any Authority Notice of Change which may have been issued insofar as it relates to DEFSTAN 05- 138 or the Cyber Risk Profile or both whether or not the Contractor Change Proposal is rejected. If the Contractor does not agree with the Authority’s determination, then the provisions of DEFCON 530 or any agreed alternative dispute resolution procedure provided for in the Contract shall apply.
  2. The Contractor shall not recover any costs and/or other losses under or in connection with this Condition where such costs and/or other losses are recoverable or have been recovered by the Contractor elsewhere in this Contract or otherwise. For the avoidance of doubt this shall include but not be limited to the cost of implementing any upgrades or changes to any information system or electronic communications network whether in response to a Cyber Security Incident or otherwise, where the Contractor is able to or has recovered such sums in any other provision of this Contract or has recovered such costs and/or losses in other contracts between the Contractor and the Authority or with other bodies.

**Annex to DEFCON 658**

**Cyber**

**Provisions to Be Included in Relevant Sub-Contracts**

## Definitions

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

“**Associated Company**” means:

1. any associated company of the Sub-contractor from time to time within the meaning of Section 449 of the Corporate Tax Act 2010 or any subordinate legislation; and
2. any parent undertaking or subsidiary undertaking of the Subcontractor from time to time within

the meaning of section 1162 Companies Act 2006 and it is further agreed that where the ownership of shares in any such undertaking have been pledged or transferred to a third party by way of security, the original parent shall still be considered a member of the subsidiary undertaking;

“**Cyber Risk Profile**” means the level of cyber risk relating to this Subcontract or any lower tier Sub-contract assessed in accordance with the Cyber Security Model;

“**Cyber Implementation Plan**” means the plan referred to in Clause 2 of this Condition;

“**Cyber Security Incident**” means an event, act or omission which gives rise or may give rise to:

1. unauthorised access to an information system or electronic communications network on which MOD Identifiable Information resides;
2. disruption or change of the operation (including but not limited to takeover of control) of an information system or electronic communications network on which MOD Identifiable Information resides;
3. unauthorised destruction, damage, deletion or the change of MOD Identifiable Information residing in an information system or electronic communications network;
4. unauthorised or unintentional removal or limiting the possibility to use MOD Identifiable Information residing in an information system or electronic communications network; or
5. the appropriation, publication, dissemination or any other use of non-public MOD Identifiable Information by persons unauthorised to do so.

“**Cyber Security Instructions**” means DEFSTAN 05-138, together with any relevant ISN and specific security instructions relating to this Subcontract issued by the MOD to the Prime Contractor;

“**Cyber Security Model**” and “CSM” mean the process by which the MOD ensures that MOD Identifiable Information is adequately protected from Cyber Security Incident and includes the CSM Risk Assessment Process, DEFSTAN 05-138 and the CSM Supplier Assurance Questionnaire conducted via the Supplier Cyber Protection Service;

“**CSM Risk Assessment Process**” means the risk assessment process which forms part of the Cyber Security Model and is used to measure the Cyber Risk Profile for this Subcontract and any lower tier Sub-contract;

“**CSM Supplier Assurance Questionnaire**” means the supplier assessment questionnaire which forms part of the Cyber Security Model and is to be used by the Subcontractor to demonstrate compliance with this Condition;

“**Data**” means any data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media;

“**DEFSTAN 05-138**“means the Defence Standard 05-138 as amended or replaced from time to time;

“**Electronic Information**” means all information generated, processed, transferred or otherwise dealt with under or in connection with this Subcontract, including but not limited to Data, recorded or preserved in electronic form and held on any information system or electronic communications network;

“**Good Industry Practice**” means in relation to any undertaking and any circumstances, the exercise of skill, diligence, prudence, foresight and judgment and the making of any expenditure that would reasonably be expected from a skilled person in the same type of undertaking under the same or similar circumstances;

“**ISN**” means Industry Security Notices issued by the MOD to the Prime Contractor whether directly or by issue on the [gov.uk](http://gov.uk/) website at:

[https://www.gov.uk/government/publications/industry-security-noticesisns;](https://www.gov.uk/government/publications/industry-security-noticesisns%3B)

“**JSyCC WARP**” means the Joint Security Co-ordination Centre MOD Defence Industry Warning, Advice and Reporting Point or any successor body notified by way of ISN;

**"MOD**" means the UK Ministry of Defence of 1 Horseguards, London acting by [ ] project team at [insert contact details];

“**MOD Identifiable Information**” means all Electronic Information which is attributed to or could identify an existing or proposed MOD capability, defence activities or personnel and which the MOD requires to be protected against loss, misuse, corruption, alteration and unauthorised disclosure;

**"Prime Contract"** means [contract reference] [insert details of prime contract] made between the MOD and the Contractor;

**"Prime Contractor"** means the Contractor named in the Prime Contract with MOD;

“**NSA/DSA**” means, as appropriate, the National or Designated Security Authority of the Prime or Sub-contractor that is responsible for the oversight of the security requirements to be applied by the Prime or Subcontractor and for ensuring compliance with applicable national security regulations;

“**Sites**” means any premises from which Contractor Deliverables are provided in connection with this Sub-contract or from which the Subcontractor or any relevant lower tier Subcontractor manages, organises or otherwise directs the provision or the use of the Contractor Deliverables and/or any sites from which the Sub-contractor or any relevant lower tier Subcontractor generates, processes, stores or transmits MOD Identifiable Information in relation to this Sub-contract;

“**Sub-contract**” means any sub-contract at any level of the supply chain, whether this Subcontract which is awarded by the Prime Contractor or any related Sub-contract which is awarded by the Sub- Contractor or any lower tier Sub-contractor or Associated Company, which is entered into as a consequence of or in connection with this Sub-contract;

“**Sub-contractor**” means a sub-contractor of the Prime Contractor or any Associated Company whether a direct Sub-contractor or at any lower level of the supply chain who provides any Contractor Deliverables in connection with the Prime Contract but only to the extent that the Subcontractor processes, stores or transmits MOD Identifiable Information under their Sub-contract;

“**Supplier Cyber Protection Service**” means the tool incorporating the CSM Risk Assessment Process and CSM Supplier Assurance Questionnaire;

## Sub-Contractor Obligations

* 1. The Sub-contractor shall, and shall procure that their lower tier Subcontractors shall:
     1. comply with DEFSTAN 05-138 or, where applicable, the Cyber Implementation Plan attached to this Sub-contract and for the avoidance of doubt any Cyber Implementation

Plan shall be prepared and implemented in accordance with Good Industry Practice taking account of any risk-balance case and any mitigation measures required by the MOD and the Prime Contractor and shall ensure that any measures taken to protect MOD Identifiable Information are no less stringent than those taken to protect their own proprietary information;

* + 1. complete the CSM Risk Assessment Process in accordance with the MOD and the Prime Contractor’s instructions, ensuring that any change in the Cyber Risk Profile is notified to the MOD, the Prime Contractor and any affected lower tier Subcontractor, and complete a further CSM Risk Assessment or CSM Supplier

Assurance Questionnaire where a change is proposed to the supply chain or on receipt of any reasonable request by the MOD;

* + 1. re-perform the CSM Supplier Assurance Questionnaire no less than once in each year of this Sub-contract commencing on the first anniversary of completion of the CSM Supplier Assurance

Questionnaire to demonstrate continued compliance with the Cyber Security Instructions;

* + 1. having regard to the state of technological development, implement and maintain all appropriate technical and organisational security measures to discharge their obligations under this Condition in accordance with Good Industry Practice *provided always that* where there is a conflict between the Subcontractor’s obligations under 2.1.1 above and this 2.1.4 the Sub-contractor shall notify the Prime Contractor and the MOD in accordance with the notification provisions in DEFSTAN 05-138 as soon as they become aware of the conflict and the MOD shall determine which standard or measure shall take precedence;
    2. comply with all Cyber Security Instructions notified to them by the MOD and/or the Prime Contractor as soon as reasonably practicable;
    3. notify the JSyCC WARP in accordance with ISN 2017/03 as amended or updated from time to time and the Prime Contractor and the Sub-Contractor's 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;
    4. in coordination with their NSA/DSA, investigate any Cyber Security Incidents fully and promptly and co-operate with the MOD, the Prime Contractor and their agents and representatives to take all steps to mitigate the impact of the Cyber Security Incident and minimise the likelihood of any further similar Cyber Security Incidents. For the avoidance of doubt, this shall include complying with any reasonable technical or organisational security measures deemed appropriate by the MOD and the relevant Prime and/or Sub-contractor's NSA/DSA in the circumstances and taking into account the Cyber Risk Profile; and
    5. consent to the MOD recording and using information obtained via the Supplier Cyber Protection Service in relation to the Subcontract for the purposes of the Cyber Security Model which shall include any agreed Cyber Implementation Plan. For the avoidance of doubt such information shall include the cyber security accreditation of the Sub-contractor and/or lower tier Sub-contractor as appropriate; and 2.1.9. include provisions equivalent to this Condition in all lower tier Sub-contracts (the

“equivalent provisions”) and, where a lower tier Sub-contractor breaches terms implementing this Condition

in a Sub-contract, the Sub-contractor shall, and shall procure that their lower tier Sub-contractors shall, in exercising their rights or remedies under the relevant Sub- contract:

* + - 1. notify the Prime Contractor and the MOD of any such breach and consult with the Prime Contractor and the MOD regarding any remedial or other measures which are proposed as a consequence of such breach, taking the MOD's views into consideration; and
      2. have regard to the equivalent provisions.

## Records

* 1. The Sub-contractor shall keep and maintain, and shall ensure that any lower tier Sub- contractor shall keep and maintain, until six (6) years after termination of Contract term or final payment under this Sub-contract, or as long a period as may be agreed between the Parties, full and accurate records including but not limited to:
     1. copies of all documents required to demonstrate compliance with DEFSTAN 05138 and this Condition, including but not limited to any information used to inform the CSM Risk Assessment Process and to carry out the CSM Supplier Assurance Questionnaire, together with any certificates issued to the Sub-contractor and/or any lower tier Sub-contractor.
     2. copies of all documents demonstrating compliance with 2.1.5 and in relation to any notifications made under 2.1.6 and/or investigation under 2.1.7.
  2. The Sub-contractor shall, and shall ensure that any lower tier Subcontractor shall, on request provide the MOD, the MOD's representatives and/or the relevant Prime or Sub- contractor's NSA/DSA such access to those records under 3.1 as may be required in connection with this Subcontract.

## Audit

* 1. In the event of a Cyber Security Incident the Sub-contractor agrees that the MOD and its representatives, in coordination with the relevant Prime or Sub-contractor's NSA/DSA, may conduct such audits as are required to establish (i) the cause of the Cyber Security Incident,

(ii) the impact of the Cyber Security Incident, (iii) the MOD Identifiable Information affected, and (iv) the work carried out by the Sub-contractor to resolve the Cyber Security Incident and to mitigate the effects, to ensure that the Cyber Security Incident is resolved to the satisfaction of the MOD and the NSA/DSA.

* 1. In addition to the rights in 4.1 above, the Sub-contractor agrees that the MOD, its representatives and/or the relevant Prime or Sub-contractor's

NSA/DSA, either solely or in any combination, may at any time during the Contract and for a period of six (6) years after termination of this Subcontract or the end of the Sub-contract term or final payment under the Sub-contract whichever is the later, but not more than once in any calendar year, conduct an audit for the following purposes where the SubContractor continues to hold MOD Identifiable Information:

* + 1. to review and verify the integrity, confidentiality and security of any MOD Identifiable Information;

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* + 1. to review the Sub-contractor's and/or any lower tier Subcontractor's compliance with their obligations under DEFSTAN 05-

138 or a Cyber Implementation Plan; and

* + 1. to review any records created during the provision of the Contractor Deliverables, including but not limited to any documents, reports and minutes which refer or relate to the Contractor Deliverables for the purposes of 3.1.1 and 3.1.2 above.
  1. The MOD, acting reasonably and having regard to the confidentiality and security

obligations owed by the Sub-contractor to third parties, shall propose the scope of each audit in writing with a view to seeking the agreement of the Sub-contractor but shall make the ultimate decision on the scope. For the avoidance of doubt the scope of the audit shall not grant the MOD any unsupervised access to any of the Sub-contractor’s information systems or electronic communications networks. The MOD and the Prime Contractor shall use their reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Subcontractor and/or lower tier Sub-contractor or delay the provision of the Contractor Deliverables and supplier information received in connection with the audit shall be treated as confidential information.

* 1. The Sub-contractor shall, and shall ensure that any lower tier Subcontractor shall, on demand provide the MOD and any relevant regulatory body, including the relevant Prime or Sub-contractor’s NSA/DSA, (and/or their agents or representatives), together “the Auditors”, with all reasonable co-operation and assistance in relation to each audit, including but not limited to:
     1. all information requested by the MOD within the permitted scope of the audit; 4.4.2.reasonable access to any Sites controlled by the Sub-contractor or any Associated

Company and any lower tier Sub-contractor used in the performance of the Sub-

contract to the extent required within the permitted scope of the audit and, where such Sites are outwith the control of the Sub-contractor, shall secure sufficient rights of access for the Auditors as shall be necessary to allow audits to take place; and

4.4.3.access to any relevant staff.

* 1. Where the Prime Contractor is provided with notice of the audit by the MOD and/or the relevant NSA/DSA, the Prime Contractor shall endeavour to (but is not obliged to) provide at least 15 calendar days’ notice to the Sub-contractor of the intention to conduct an audit.
  2. The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under

this Condition, unless the audit identifies a material breach of the terms of this Condition by the Sub-contractor and/or a lower tier Sub-contractor in which case the Sub-contractor shall reimburse the Prime Contractor and the MOD as appropriate for all the reasonable costs incurred in the course of the audit.

* 1. The Sub-Contractor shall in their lower tier Sub-contracts procure rights for the MOD to enforce the terms of this clause 4 of this Condition in accordance with the Contracts (Rights of Third Parties) Act 1999.

## General

* 1. On termination or expiry of this Sub-contract the provisions of this Condition shall continue in force so long as the Sub-contractor and/or any lower tier Sub-contractor holds any MOD Identifiable Information relating to this Sub-contract.
  2. Termination or expiry of this Sub-contract shall not affect any rights, remedies, obligations or liabilities of the Parties under this Condition that have accrued up to the date of termination or expiry, including but not limited to the right to claim damages in respect of any breach of this Subcontract which existed at or before the date of termination or expiry.
  3. The Sub-contractor agrees that the MOD has absolute discretion to determine changes to DEFSTAN 05-138 or the Cyber Risk Profile or both and issue new or updated Cyber Security Instructions. In the event that there is such a change to DEFSTAN 05-138 or the Cyber Risk Profile or both, then the Sub-contractor may seek an adjustment to the contract price from the Prime Contractor for any associated increase or decrease in costs and the Sub-contractor may request an extension of time for compliance with such revised or amended DEFSTAN 05-138 or Cyber Risk Profile or both *provided always that* the Sub-contractor shall seek to mitigate the impact on time and cost to the extent which it is reasonably practicable to do so and *further provided that* such costs shall not be allowed unless they are considered to be appropriate, attributable to this Sub-contract and reasonable in all the circumstances.
  4. The Sub-contractor shall not recover any costs and/or other losses under or in connection with this Condition where such costs and/or other losses are recoverable or have been recovered by the Sub-contractor elsewhere in this Contract or otherwise. For the avoidance of doubt this shall include but not be limited to the cost of implementing any upgrades or changes to any information system or electronic communications network whether in response to a Cyber Security Incident or otherwise, where the Subcontractor is able to or has recovered such sums in any other provision of this Sub-contract or has recovered such costs and/or losses in other contracts between the Sub-contractor and the Prime Contractor or with other bodies.

**A n n e x H t o P r o j e c t & C o n s t r u c t i o n M a n a g e m e n t S e r v i c e s ( P C M S )**

**C o n t r a c t N o : 7 0 8 6 4 3 4 5 0**

**D a t e d : X X X X X X X X**

###### DEFCON 660: OFFICIAL-SENSITIVE SECURITY REQUIREMENTS5

1. In this condition ‘Information’ means information recorded in any form disclosed or created in connection with the Contract.
2. The Contractor shall protect all Information relating to the aspects designated OFFICIAL- SENSITIVE as identified in the security aspects letter annexed to the Contract, in accordance with the official security conditions contained in the contract or annexed to the security aspects letter6.
3. The Contractor shall include the requirements and obligations set out in clause 2 in any sub - contract placed in connection with or for the purposes of the Contract which requires disclosure of OFFICIAL-SENSITIVE Information to the subcontractor or under which any Information relating to aspects designated as OFFICIAL-SENSITIVE is created by the subcontractor. The Contractor shall also include in the sub-contract a requirement for the subcontractor to flow the requirements of this clause to its subcontractors and through all levels of the supply chain to the lowest level where any OFFICIAL-SENSITIVE Information is handled.

5 Edition 12/15

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**A n n e x I t o P r o j e c t & C o n s t r u c t i o n M a n a g e m e n t S e r v i c e s ( P C M S )**

**C o n t r a c t N o : 7 0 8 6 4 3 4 5 0**

**D a t e d : X X X X X X X X**

###### SAL ACKNOWLEDGMENT SHEET

I confirm that I have read, understood, and will comply with:

I understand that the work on projects for **Project & Construction Management Services (PCMS)** is of a sensitive nature and will not discuss specifics of the work with anyone outside of the Project team.

I understand that failure to adhere to the Information Security management arrangements detailed in the above document or other documents referenced by it may result in disciplinary action being taken by the parent company; the revoking of my Security Clearance and site access and also potentially could lead to prosecution under the Official Secrets Act.

I understand that any questions regarding security should be directed to the Project Manager in the first instance.

Signed ..................................................

Name....................................................

Date......................................................

# Supplier Assurance Questionnaire (SAQ) for a contract with a Very Low Cyber Risk Profile

## How to use this form

The Supplier Assurance Questionnaire (SAQ) is part of the Cyber Security Model. You will need to:

* complete the SAQ to give information about yourself, your organisation and the measures you have in place to protect against cyber threats
* submit the completed SAQ to the DCPP team [(ISSDes-DCPP@mod.gov.uk)](mailto:(ISSDes-DCPP@mod.gov.uk)
* check the email you receive from the DCPP team – this will confirm whether you are compliant with the contract’s Cyber Risk Profile, and should arrive within 2 working days
* keep copies of the completed SAQ and the email you receive from the DCPP team and attach them when you submit your tender response

**Check whether you are compliant with the contract’s Cyber Risk Profile before you submit the SAQ**

For each of the Cyber Risk Profile questions, asterisks show the compliant answers. If you give an answer that is not compliant, you must answer an extra question before the declaration at the end of the form.

## Context and contract details

All suppliers must answer these questions.

**Your name**

Redacted Text Under FOIA Section 40, Personal Information

**Your email address**

Redacted Text Under FOIA Section 40, Personal Information

**Your organisation’s Dun & Bradstreet D-U-N-S number**

If you do not have one, you can request one for free on Dun & Bradstreet’s website at [https://www.dnb.co.uk/duns-number/lookup/request-a-duns-number.html](http://www.dnb.co.uk/duns-number/lookup/request-a-duns-number.html)

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |  |  |

**Which statement best describes your organisation? Tick all the boxes that apply.**

❏ My organisation is an SME (small or medium-sized enterprise)

❏ I am a sole trader

❏✔ My organisation works from multiple locations

❏✔ My organisation has locations outside of the UK

**Risk Assessment Reference (RAR) for the contract**

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **R** | **A** | **R** | **—** | 2 | 7 | 4 | 3 | 4 | 8 | 3 | 5 | 5 |

**Contract name**

Project & Construction Management Services (PCMS)

**Contract description**

Answer the following question to check which parts of the form you need to complete.

**In support of this contract only, please indicate whether MOD Identifiable Information is, or will be, processed on MOD accredited ICT systems.**

**Choose one option only.**

❏ The ICT systems have no accreditation

**You must:**

* + **answer all the questions in the form**
  + **agree to the declaration at the end of the form**

❏✔ The ICT systems have MOD accreditation to process OFFICIAL or OFFICIAL-SENSITIVE information

**You do not need to answer the questions for the Very Low Cyber Risk Profile. You must:**

* + **agree to the declaration at the end of the form**
  + **add the DART (Defence Assurance Risk Tool) name and/or ID below**

❏ The ICT systems are accredited to process SECRET or TOP SECRET information

**You do not need to answer the questions for the Very Low Cyber Risk Profile. You must:**

* + **agree to the declaration at the end of the form**
  + **add the DART (Defence Assurance Risk Tool) name and/or ID below**

**If your ICT system(s) is accredited, enter the DART name and/or ID Dart name**

The Macegroup.com IT system is accredited to process OFFICIAL tier information by AWE,

**Dart ID**

N/K

**VL01 Does your organisation have Cyber Essentials certification that covers the scope required for all aspects of the contract, and do you commit to maintaining this standard for the duration of the contract? Choose one option only.**

❏ No

❏ No, but we have a plan to put this in place by the point of contract award

❏✔ \*Yes (add the details below and skip question VL01a)

**Certification body**

CST - IASME Consortium

**Certification number**

Redacted Text Under FOIA Section 43, Commercial Interests

**VL01a If you do not have Cyber Essentials certification, do you have an equivalent standard that you would like to claim as an alternative? Choose one option only.**

❏✔ No

❏ Yes

## contract

For each of the Cyber Risk Profile questions, asterisks show the compliant answers. If you give an answer that is not compliant, you must answer the question below.

**When will compliance be achieved? Choose one option only.**

❏✔ Before contract commencement

❏✔ Not before contract commencement, but we will provide a Cyber Implementation Plan (CIP)

❏ We will be unable to achieve compliance



## Declaration

All suppliers must read this information and tick the box to confirm agreement before submitting a Supplier Assurance Questionnaire.

* I have authority to complete the Supplier Assurance Questionnaire
* The answers provided have been verified with all appropriate personnel and are believed to be true and accurate in all respects
* All information which should reasonably have been shared has been included in the responses to the questions
* Should any of the information on which the responses to this Supplier Assurance Questionnaire are based change, my company undertakes to notify the Ministry of Defence as soon as is reasonably practicable
* My company acknowledges that the Ministry of Defence reserves the right to audit the responses provided at any time

❏✔ For and on behalf of my company, I confirm the above statements



**Carefully check that you have responded to every relevant question before you submit your SAQ.**

**You will need to attach copies of your completed SAQ and the email you receive from the DCPP team when you submit your tender response.**