

Ministry of Defence

**Contract No:
708726451**



**The Delivery of Business Support Services (BSS) for the Army
Apprenticeship Programme (AAP)**

Contractor: WBL Services LTD

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Contract 708726451 The Delivery of Business Support Services (BSS) for the Army Apprenticeship Programme (AAP)

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

For and on behalf of the Contractor:

Name and Title	
Signature	Redacted- Commercial sensitive
Date	

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

Name and Title	
Signature	Redacted- Commercial sensitive
Date	

Ministry of Defence

**Contract No:
708726451**



**THE DELIVERY OF BUSINESS SUPPORT SERVICES (BSS)
FOR THE ARMY APPRENTICESHIP PROGRAMME (AAP)**

SCHEDULE 1

STATEMENT OF REQUIREMENT (SOR)

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STATEMENT OF REQUIREMENTS (SOR)

**THE PROVISION OF BUSINESS SUPPORT SERVICES TO THE ARMY APPRENTICESHIP
PROGRAMME (AAP)**

Introduction (overview of requirement)

1. The Army offers all new regular recruits the opportunity to undertake an appropriate initial apprenticeship at the start of their career and, where appropriate, provides further apprenticeships as part of a Whole Life Development (WLD) plan. As a recognised “Top 100 Employer” offering apprenticeships, the Army has one of the largest employer-provider apprenticeship programmes in the country, with over 95% of new soldiers inducted onto an apprenticeship programme within their first 3 years of service, and more than 4,500 completing their apprenticeship training each year.
2. The Army is an established provider of apprentices and holds an Employer-Provider ESFA contract for the delivery of apprenticeships to its soldiers. The Army has a national footprint and around 14,000 apprentices on programme at any one time enrolled on over 35 different standards ranging from L2 to L6. These Apprenticeships are primarily with the Army acting as Employer-Provider with a small number of specialist apprenticeships where the Army contracts with a Training Provider for complete apprenticeship delivery. This SOR is to be read as covering Apprenticeship delivery by the Authority as Employer Provider except where specifically identified as the Authority acting as Employer. All apprenticeships regardless of location are conducted under the English apprenticeship terms. The programme is managed through 14 Cap Badges (trade groups). The Employer-Provider apprenticeships are directly linked to Initial and Subsequent Trade Training. To supplement programme delivery the army uses subcontract SPs (SP) to deliver any gaps in knowledge skills and behaviour, Functional Skills, learner admin (enrolment and administration), reviews, preparation for end point assessment and coaching. Additionally, the programme is supported by a Management Information Services contract with TRIBAL using MAYTAS. The Business Support Services (BSS) provider will need to interface with all the SP’s and the MIS provider as well as the Army.
3. Responsibility for the Army Apprenticeship programme is held in Army HQ, Pers Pol Learning & Development (L&D) for policy and Education Branch (Ed Branch) for delivery with devolved delivery management by the 13 Cap Badges through their Corps Colonels (CC) and Cap badge Apprenticeship Leads (CAL).
4. The Business Support Service (BSS) is contracted to support the Army, as the Employer-Provider, in their administration, delivery, financial and quality assurance of apprenticeships against their ESFA contract.
5. The BSS will provide support for the implementation of future educational initiatives impacting AAP. It shall contribute to improving quality and standardisation across contracted SPs to meet the delivery standards set by the Authority. It will assist the Authority in the promotion of AAP to both internal and external audiences.
6. The BSS Provider shall present, and gain agreement, on delivery methods prior to commencement of individual work strands.
7. BSS staff will be required to attend military locations to undertake certain aspects of their role. The main military locations are detailed in Annex D.

Detailed SOR

8. This SOR comprises:
 - a. Section 1 – General Requirements for Delivery to the Authority.
 - b. Annex A – Governance Structure supported by BSS.
 - c. Annex B - Governance Structure of BSS Provider.
 - d. Annex C – Army SOP Matrix.
 - e. Annex D – Main Military Locations for Apprenticeship Programme Governance.

SECTION 1 – GENERAL REQUIREMENTS FOR DELIVERY TO THE AUTHORITY

Requirements for delivery are:

Ser	Requirements
1.	<p>BSS support for Governance of the AAP will include but is not limited to:</p> <ul style="list-style-type: none"> a. The BSS Provider shall support Army stakeholders in the administration and delivery of the AAP across L&D and Ed Br lead responsibilities. It shall support the Authority to ensure that all delivery, including subcontracted services, are compliant with regulations. b. The BSS Provider shall nominate contract/communication leads to support AAP stakeholders to ensure clear lines and robust methods of communication. c. Provision of subject matter expert (SME) advice on all aspects of apprenticeships. d. This should include but not be limited to, nominated lead SME in the areas of Functional skills, Ofsted, Quality management, Safeguarding, EPA, PREVENT, Cap Badge performance, EPA support and data management. e. BSS representatives shall attend strategic and operational meetings, where requested by the Authority to provide reports, analysis, SME advice and guidance to the AAP Team across the full range of apprenticeship activities. The current meeting scope for BSS is shown at Annexes A and B. f. Analyse impact of apprenticeship regulation changes, recommend actions and implement changes as required. g. Support the authority writing and updating SOPs and governance documentation to address regulation changes and drive improvement. Current SOP's shown at Annex C.
2.	<p>Support to Army Commercial/L&D/Ed Br for Contracting Activities to include but is not limited to:</p> <ul style="list-style-type: none"> a. Support the Army in its procurement process for SPs, EPA Organisations (EPAOs) and MIS contracting. b. Support shall include at least the following: <ul style="list-style-type: none"> (1) Provide subject matter expertise across all Educational Technical aspects of the apprenticeship procurement process. (2) Contribute to Authority market engagement activities. (3) Preparation of Tender pack documentation, including drafting of Army's SOR and Requirements of Response. (4) Contribute to Army responses to bidder tender clarification questions. (5) Provide a suitably qualified and experienced non-voting representative for all Tender Evaluation Panels to give SME advice. This representative will be required to read, and shadow score all bids. (6) Provide support to CALs in the preparation and maintenance of requirements information such as SOP 16 Application For Delivery Of Apprenticeship Standard, bidders brief information and programme specific SOR material. (7) In coordination with Army Commercial provide objective assessment and bench marking of the financial viability of bids. (8) Provide SME support to the authority in the development, analysis and monitoring of delivery SP key performance indicators (KPIs). (9) Support the Authority in its procurement process for Training Providers where the Authority is acting as Employer only, in preparation of Tender pack documentation,

	<p>including SME advice on drafting of Army's Statement of Requirements and Requirements of Response.</p> <p>(10) On behalf of the Authority conduct the contract transition activities at the start/end of contracts in accordance with SOP 8 Apprenticeship Delivery Contract Transition Activities and Checks, to include:</p> <p>(a) Manage the development and implementation of a contract transition plan for existing and new contracts to ensure a robust handover to a new SP/EPAO or continuation of existing SP/EPAO.</p> <p>(b) On behalf of the Authority oversee and support the implementation of the contract transition plan and provide detailed information and data to stakeholders.</p> <p>(c) Conduct contract end financial audits, on behalf of L&D for agreement by the Army and subcontractors.</p> <p>(d) Investigate any dispute between SPs on funding allocation on change of SP's and provide the Authority with recommendation on resolution supported by evidence and data analysis.</p> <p>(e) In the case of a change in MIS provider, support the Authority in the mobilisation of the new MIS provider to ensure all data is transferred correctly and establish all MIS related elements of this SOR to ensure no break in provision to the apprenticeship service.</p>
3.	<p>Ensure Continuous Compliance with ESFA Funding Regulations and IfATE (Institute for Apprenticeships and Technical Education) requirements which will include but is not limited to:</p> <p>a. BSS shall support the Authority to comply with its obligations to the ESFA for apprenticeship delivery, including but not limited to data, FS skills delivery and assurance reporting.</p> <p>b. On behalf of the Authority conducts 2nd Party Assurance of the SP compliance with ESFA funding regulations in accordance with SOP 5 Funding Assurance Review, including detailed in-depth investigations (deep dives) on areas identified as an ESFA or Ofsted risk.</p> <p>c. Provide detailed reporting to the Authority on findings and recommend improvement actions.</p> <p>d. Monitor the SP improvement actions following financial audit in accordance with. SOP 5 Funding Assurance Review.</p> <p>e. Provide SME support to apprenticeship consultations. Make recommendations within deadlines set by the authority.</p> <p>f. Monitor and provide SME guidance and analysis of government regulations. Highlight the impacts on the Army programme, its Governance and SOPs to the Authority.</p> <p>g. Monitor the authorities position with respect of the ESFA Accountability framework assessment make recommendations and develop action plans.</p> <p>h. Produce required apprenticeship service reports and returns on behalf of the authority such as the subcontracting return.</p> <p>i. Support the Authority in response to requests for information from the ESFA or other agencies in relation to apprenticeship delivery and data.</p>
4.	<p>Support to cap badge apprenticeship management including but not limited to:</p> <p>a. The BSS Provider, in line with Army policy and priorities, are to:</p> <p>(1) Provide a single point of contact to support each CAL in their day-to-day management of AAP apprenticeship programmes to meet the needs of their soldiers.</p> <p>(2) Provide induction training to newly appointed CALs as to the responsibilities of the role of the CAL and provide ongoing continuous professional development (CPD) as required. To include: ESFA rules and regulations, governance, performance</p>

	<p>management, interpreting data, Quality assurance, quality improvement, Ofsted and the roles and responsibilities of stakeholders in the Army programme.</p> <p>(3) Advise and guide CAL across the full range of operational management responsibilities as directed by the Authority, including interpretation and use of data reports.</p> <p>(4) Provide educational SME support across apprenticeship delivery to maximise the apprentice experience.</p> <p>(5) Conduct quality assurance activities on behalf of the Authority across the range of apprenticeship delivery and feedback with findings and recommendations including OTLA (Observation, Teaching, Learning and Assessment) per SOP 17 - Quality Framework for Observing Programme Delivery.</p> <p>(6) Support the CAL to ensure recommendations for improvement are actioned to Army standards, appropriate ESFA regulations and Ofsted requirements.</p> <p>(7) Support the CALs in their preparation for Apprenticeship Working Groups and attend ad hoc meetings in support of the CAL including provision and analysis of performance data.</p> <p>(8) Support the CAL preparations for Apprenticeship Steering Groups and attend meetings in support of the Cap Badge apprenticeship programme.</p> <p>(9) Work with the CAL to conduct annual self-assessment of cap badge apprenticeship programmes against the Education Inspection Framework, supporting the drafting and moderation of a Self-Assessment Report.</p> <p>(10) Work with the CAL to create and manage/monitor Quality Improvement Plans and action plans.</p> <p>(11) Advise the CAL in their preparation for Ofsted inspection, provide SME support during inspection and follow-up activities.</p> <p>(12) Provide SME support to the CAL to develop and maintain apprenticeship documentation such as the development of SOP 16 Application For Delivery Of Apprenticeship Standard and the associated trade training mapping.</p> <p>(13) Identify Cap Badge programme risks and advise on appropriate mitigation strategies and support the CAL in the implementation of mitigation</p> <p>(14) Where requested by the CAL or the Authority provide SME support to quality assurance for Apprentices enrolled with a Training Provider where the Authority is acting as Employer only.</p> <p>(15) Where requested by the CAL or the authority provide SME support to the review and/or development of changed / new Apprenticeship Standards in line with IfATE process.</p> <p>(16) Identify cap badge programme risk and advise on appropriate mitigation strategies and support the CAL in the implementation of mitigation actions.</p>
5.	<p>Administration and data handling across the AAP to include but not limited to:</p> <p>a. The BSS Provider shall, on behalf of the Authority, manage and administer the contracted hosted service for the Army Apprenticeships MIS. This will include:</p> <p>(1) Manage the provision and maintenance of MIS user licences. Any user licence costs shall not be borne by the BSS Provider. The BSS Provider shall also act as the point of contact for access permissions to the Army apprenticeship MIS and for any mandated ESFA database. For the avoidance of doubt user licences are owned by the Authority.</p> <p>(2) Daily management and maintenance of the MIS to meet ESFA regulations and stakeholder requirements.</p> <p>(3) Maintain financial records in accordance with ESFA requirements.</p> <p>(4) Submit monthly returns to the ESFA and Apprenticeship Service within schedule timescales.</p>

	<p>(5) Monitor the quality of data using the ESFA provided Funding Information Suite (FIS) and the ESFA submit learner data service.</p> <p>(6) Liaise with SPs to correct any errors or warnings that the FIS may return. Inform the SP where there are concerns about the quality of the data, including the completeness or accuracy of the data. If the SP is unable to rectify the situation in a timely manner, escalate the concern to the Authority who may require the SP to supply data more frequently.</p> <p>(7) Conduct regular data quality inspections and co-ordinate with SP to rectify errors, evidencing SP response to the PDSAT (Provider Data Self-Assessment Toolkit) report.</p> <p>(8) Feedback to SP on data improvement requirements and support SP data teams to improve data quality.</p> <p>b. Regular cleansing of the wider MIS to maintain efficiency for users.</p> <p>c. Conduct routine archiving of MIS learner records in accordance with ESFA direction and regulations.</p> <p>d. Where required by the Authority act as project managers for MIS development work, which will include:</p> <p>(1) Provide SME input into new and future MIS requirements.</p> <p>(2) Conduct routine archiving of learner records.</p> <p>(3) Participate in reviews of Authority business processes.</p> <p>(4) Provide senior representation and reports at MIS meetings.</p> <p>(5) Record issues and errors as part of the assurance system to ensure MIS is meeting needs of its stakeholders.</p> <p>e. Monitor data compliance between MIS ILR (Individualised Learner Record) specification and the Apprenticeship Service specifications.</p> <p>f. Support Training Providers where the Authority is acting as Employer only to directly access ESFA funding through the MoD Levy (Army) account.</p> <p>g. Support the Authority and SP by providing a suite of standardised data reports on a monthly, quarterly and annual basis and ad hoc reports to meet their needs.</p> <p>These will include but not be limited to:</p> <p>(1) Monthly data for MoD returns as required.</p> <p>(2) Monthly Performance Management Reports against all AAP programmes.</p> <p>(3) Monthly operational Performance Management Reports against Cap Badge programmes.</p> <p>(4) Monthly Functional Skills data reports.</p> <p>(5) Quarterly Achievement Reports.</p> <p>(6) Data reports to support AAP self-assessment.</p> <p>(7) Data reports for governance meetings at Annex A and to support contracting activities per serial 2.</p> <p>h. Provide financial reports to support the Army in contracting activities, including:</p> <p>(1) Develop, populate and monitor financial cost models and forecast financial expenditure.</p> <p>(2) Support the Authority in the management, calculation and disbursement of monthly ESFA and Levy funds to individual SPs. Where requested provide analysis</p>
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	<p>of financial data relating to Levy, AGG (Army Guarantee Group) and legacy learners and payments to SP.</p> <p>(3) Calculate and submit monthly payment authorities and reports on individual SP earnings for each Cap badge in a timely manner with a breakdown in a format agreed with the Authority and supporting information on significant variances month on month.</p> <p>i. Provision of MIS support to all stakeholders, this will include:</p> <p>(1) Provide a centralised resource for all stakeholders in the usage of the MIS system and guidance on Army apprenticeship policy and ESFA regulations (e.g. SOP 1 – Required Standardisation Apprenticeship Paperwork and SOP 7 - MIS).</p> <p>(2) Assist with all areas of MIS and ESFA compliance to resolve data issues which impact apprenticeship programme data, quality assure data sets and facilitate good working relationships with SP MIS teams.</p> <p>(3) Provide link between SP usage and MIS contractor to ensure stakeholders can access quality data to meet their needs.</p> <p>(4) Provide guidance to the Authority of the impact on Army policy of ESFA regulations relating to data management.</p> <p>(5) Manage ad hoc data requests, frequently at short notice, to meet employer needs, e.g. government requests, surveys, Parliamentary Questions.</p> <p>j. Provision of hosted Knowledge Management System (KMS), this will include:</p> <p>(1) The BSS Provider shall provide a groupware system on an E-Platform known as a “Knowledge Management System” or “KMS”. The BSS Provider will grant the Authority and the Authority’s contracted apprenticeship SPs access to this KMS at no cost to the Authority or the SP.</p> <p>(2) The KMS will be populated and maintained by the BSS Provider to enable SPs and the Authority to access documents and reports such as SOPs and MIS reports.</p> <p>(3) The BSS Provider and any employee of the BSS Provider shall use this KMS solely for the purpose of performing its obligations under this Contract.</p> <p>(4) The KMS shall be accessible via the internet using a login and password. The BSS Provider will issue logins and passwords for authorised users and will maintain a record of current users.</p> <p>(5) On termination or expiry of this Contract, the BSS Provider will transfer all documentation contained on the KMS website to the Authority and/or incoming BSS provider at no cost to the Authority.</p> <p>k. Provision of MIS training to:</p> <p>(1) Ensure SP fully understand their data responsibilities against the Army’s requirements of the ESFA contract and data reports and that they are supported to meet Army standards across their delivery to a high standard, reporting issues and non-compliance to Army management boards.</p> <p>(2) Deliver structured workshops and individual bespoke CPD sessions to SP MIS staff to overcome MIS issues, raise data quality and to share best practice.</p> <p>(3) Deliver training to the Authority on the MIS and management systems within the AAP</p>
6.	<p>IT support and Digitalisation of the Apprenticeship documentation which will include but is not limited to:</p> <p>a. Support and implement the digitalisation of the Army Apprenticeship programme through Maytas and an “Off the shelf” e-portfolio system to move the programme from hard copy files to a standard package.</p>

	<ul style="list-style-type: none"> b. Provide SME advice on digital issues. c. Ensure the authorities compliance with ESFA regulations on all digital aspects of the learner record, e-portfolio and EPA documentation. d. Oversee the use and effectiveness of an e-portfolio system. e. Train the authority in the use of e-portfolio system.
7.	<p>Provision of Quality Assurance and Continuous Improvement to the AAP which will include but is not limited to:</p> <ul style="list-style-type: none"> a. The BSS Provider shall in line with the Authority's direction: <ul style="list-style-type: none"> (1) Provide 2nd Party Quality Assurance of all aspects of apprenticeship programme delivery by contracted SPs recognising their role in supporting an employer led programme in agreement with the Authority. (2) Report to Army Management Boards, Cap Badge Apprenticeship Steering Groups and Apprenticeship Working Groups on the quality of delivery and performance from induction to achievement of the apprenticeship and contribute to the AAP's risk assessment. (3) Present recommendations for improvement at Authority and Cap Badge levels and monitor progress on improvement activities. (4) Support Ed Br in the preparation for and implementation of the AAP annual self-assessment process. (5) Analyse the performance of each programme and support Cap Badges in the management of their individual SP contract. (6) Provide advice and assistance on monitoring learner data, progression and achievement rates and other aspects of quality assurance to monitor contract performance. (7) Assist the Authority in developing Self-Assessment Reports (SAR) for individual programmes and for the APP Participate in the moderation of Cap Badge SAR to provide consistent evidence for the drafting of the overarching Army SAR per SOP14. (8) Participate in the moderation of Cap Badge SAR to provide consistent evidence for the drafting of the overarching Army SAR. (9) Assist the Authority in developing AAP Quality Improvement Plans and Action Plans; and how they monitor improvement progress per SOP14. (10) Deliver CPD to Ed Br and L&D staff, and CALs, to improve the management and delivery of apprenticeship programmes. (11) Maintain BSS Provider SME capability by ensuring appropriate CPD of Staff supporting the contract. (12) Conduct internal (to BSS Provider) Quality assurance and Quality improvement plan to be shared with the authority.
8.	<p>Support for External and Internal Inspections which will include but is not limited to:</p> <ul style="list-style-type: none"> a. The BSS Provider shall provide support to the Authority for Ofsted inspections per SOP 15- Ofsted, which will include: <ul style="list-style-type: none"> (1) Support the planning for Ofsted inspection. (2) Provide shadow nominee to support the Army nominee from notification through completion of the Inspection. (3) Attend at inspection locations were requested to provide SME support. (4) Work with stakeholders to identify evidence in support of the AAP SAR and Cap Badge SAR. (5) Support creation of Ed Br's Ofsted plan on notification of inspection and work with cap badges to deliver the plan. (6) Provide all performance data required by Ofsted and/or the Army nominee. (7) Provide staff for interview by Ofsted inspectors where requested. b. The BSS Provider shall lead in ESFA Funding Assurance Review audits of the AAP which will include: <ul style="list-style-type: none"> (1) Develop and conduct audits in coordination with the Authority.

	<p>(2) Analyse findings, draft audit reports and make recommendations to the authority.</p> <p>(3) Support the development, implementation and monitoring of improvement and action plans.</p> <p>c. Support the AAP in all internal and external inspections/audits by providing staff, data and evidence as required.</p> <p>d. Support the periodic Assurance of Sub-Contracting Arrangements undertaken by Government Internal Audit or other auditors.</p> <p>e. Support the Authority in maintaining its registration on the Apprenticeship Provider and Assessment Register (APAR).</p>
9.	<p>Stand Alone Functional Skills to include:</p> <p>a. Enter and maintain the data entry for Army AEC-delivered Functional Skills onto the Authority mandated MIS system. This is typically in the range of 700 – 1000 soldiers per year.</p>
10.	<p>Pre-Contract Start date (Mobilisation phase) activity to include but not limited to:</p> <p>a. Work with the Authority and the outgoing BSS Provider as required from contract award date to facilitate a smooth transition and mobilisation to ensure all requirements of this Schedule 1 can be delivered effectively from the Contract start date.</p>

GOVERNANCE AND MEETINGS REQUIRING BSS PROVIDER DATA SUPPORT AND ATTENDANCE

1. The AAP has a strong governance regime that starts at Cap Badge level and feeds in the 4* Army HQ Army Apprenticeship Management Board (AAMB). The Corps Colonels (CCs) are responsible for apprenticeship standard requirement and the performance of their programme at Cap Badge level. The BSS Provider is in direct support of this governance at all levels.

Cap Badge Meetings

2. **The Steering Group Management Board (SGMB).** The meetings, also referred to as Maxi Boards, should be chaired by the CC or their approved nominee. The frequency of these meetings varies, but they should not be held less than bi-annually, or more frequently as required. This is a strategic level meeting and typically the meeting is attended by the Cap Badge Apprenticeship Lead (CAL), representatives from initial trade training, Field Army representatives (CO/2IC level), Ed Br DACOS/SO1 Skills, the BSS Provider's Cap Badge designated point of contact and senior management from the SP. Others may be invited at the discretion of the CC. The BSS Provider's Cap Badge designated point of contact will provide data and performance commentary to support the CAL in advance of the SGMB and provide SME guidance on Cap badge specific delivery and quality assurance.

3. **The Working Group Management Board (WGMB).** The Working Group MB, also referred to as a Mini Board, is an operational level meeting chaired by the CAL. It deals with the day-to-day management of the programme, monitoring how well cohorts of learners and individual apprentices are progressing on their apprenticeships and identifying action to be taken to overcome delivery issues. The meeting reviews performance and quality and progress against the CC's Performance Targets and the Quality Improvement Plan (QIP). The frequency of the meeting will depend upon the needs of the programme but usually it would be no less than every 6 weeks. Typical attendance will include the SP contract manager and if required the SP quality manager (QM), the BSS Provider's Cap Badge designated point of contact and other key stakeholders. The BSS Provider's Cap Badge designated point of contact will provide data to support the CAL in advance of the WGMB and provide SME guidance on Cap badge specific delivery and quality assurance.

4. **Contract Transition Meetings (Incoming SP).** The structure and format and frequency of Contract Transition meetings will be defined in the Cap Badge SP Transition Plan. Their purpose is to maintain the learner journey for all apprentices and ensure a smooth transition between providers. These meetings will, as a minimum, facilitate agreement of: funding draw down; carry in of learners; and transfer of learner files and portfolios as required. If the existing provider is re engaged the full transition process will take place to ensure any issues or errors are not carried over to the new contract. The BSS Provider will lead and co-ordinate in accordance with SOP 8 – Apprenticeship Delivery Contract Transition Activities and Checks.

5. **Exit Meetings (Outgoing SP).** The structure and format of Exit meetings will be defined in the Cap Badge Exit Plan. Typical attendance will include Army Commercial, Pers Pol, Ed Br, the BSS Provider and SP Contract Manager as well as other key stakeholders.

6. **Kick Start Meetings.** These will be held at the start of new contracts to set the base line and ensure all parties have a common understanding of the contract and the Army delivery model and initiate the Contract transition process. Typical attendance will include the SP; Contract

Manager; and if required the SP QM, the BSS Provider's Cap Badge designated point of contact and other key stakeholders.

SP Meetings (including MIS provider) – Authority Chaired

7. **Contract Assurance Meeting (CAM)** are chaired by Pers Pol, the aim of the meeting is to develop and enhance an effective partnering relationship between the Army and the SP. Where necessary real or perceived contractual failings will be raised and, where appropriate, a separate commercial contact review meeting will be initiated. Typical attendance will include Pers Pol, Ed Br, SPs' contract manager, BSS Provider senior manager/s and other key stakeholders. These meetings cover all contracts held by the SP.

8. **Contract Management Meeting (CMM).** These meetings will be held on a case-by-case basis to respond to and resolve specific areas of contractual concern such as issues with KPIs or BSS Financial Audit findings. BSS Provider senior management to attend where requested.

9.

SP Meetings – BSS Provider Chaired

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

10. **Quality Manager Forum.** The QM Forum is attended by all the SP QM. It meets up to 4 times per year and, in addition, there is a monthly informal breakfast meeting. The principal functions are to update SP QM on Army priorities for 2nd Party Assurance (e.g. forthcoming themed audits and deep dives), exchange best practice in quality management, update SP QM on changes to Ofsted inspection methodologies and improve SP processes that impact the apprentice's experience (e.g. Information, advice and guidance; progress reviews; stakeholder voice collection).

Authority Meetings

11. **Army Apprenticeships – Working Group (AAWG).** The AAWG is chaired by Pers Pol and meets quarterly. The principal functions are to deliver the strategic direction of the AAP, review and analyse each Cap Badges performance and make recommendations to the AAMB. BSS provider senior management attend to provide SME guidance on programme delivery and quality assurance.

12. **Army Apprenticeships Management Board (AAMB).** The AAMB meets bi-annually and is chaired by Asst Hd L&D, Pers Pol who acts as the Senior Responsible Officer (SRO) on behalf of Hd Pers Pol. The principal functions are implementing the strategic direction for the AAP, monitor, manage and assure the strategic performance of army apprenticeships, ensure compliance with ESFA, IfATE and Defence policy, provide financial assurance and manage risk. BSS provider senior management attend to provide SME guidance on programme delivery and quality assurance.

13. Summary table of current meetings requiring BSS Provider support and attendance to deliver governance of the whole programme, the Provider will be expected to attend:

Meeting	Lead	Frequency	Indicative Location
Steering Group Management Board (SGMB)	CC	Minimum 2 per year	Cap badge locations
Working Group Management Board (WGMB)	CAL	At least every 4-6 weeks.	Cap badge locations
Contract Transition meetings	BSS Provider	As required (iaw Transition Plan)	Cap badge locations or Army HQ Andover
Exit meetings	Pers Pol	As required (iaw Exit Plan)	As agreed between attendees
Contract Assurance Meeting (CAM) (SP and EPAO)	Pers Pol	Minimum 2 per year per SP	Army HQ, Andover
Kick Start (SP and EPAO)	Pers Pol	Minimum once per contract, where required once per Cap Badge for multi-cap badge contracts	Cap Badge locations
Contract Management Meeting	Army Cmrl	As required on a case-by-case basis	Army HQ, Andover
BSS Maytas User Group (MUG)	BSS Provider	Minimum 2 per year	BSS Provider offices
BSS QM Forum	BSS Provider	Minimum 4 per year	BSS Provider offices or Army HQ Andover 10.
Army Apprenticeship Working Group (AAWG)	Pers Pol	Minimum 4 per year	Army HQ, Andover
Army apprenticeship Management Board (AAMB)	Pers Pol	Minimum 2 per year	Army HQ, Andover

GOVERNANCE OF THE BSS PROVIDER

1. **Contract Assurance Meeting (CAM).** CAM meetings are chaired by Pers Pol, the aim of the meeting is to develop and enhance an effective partnering relationship between the Army and the BSS Provider. Where necessary, real or perceived contractual failings will be raised and, where appropriate, a separate commercial contact review meeting will be initiated. Typical attendance will include Pers Pol, Ed Br, BSS Provider senior manager/s and other key stakeholders.
2. **Contract Management Meeting (CMM).** These meetings will be held on a case-by-case basis to respond to and resolve specific areas of contractual concern such as issues with KPIs. BSS Provider senior management to attend.
3. **The BSS Working Group (BSS WG).** The BSS WG, is an operational level meeting chaired by Ed Br. It deals with the day-to-day management of the contract, monitoring the progress of SOR deliverables, performance summary and risks identified by the BSS Provider's Cap Badge nominated supports and the BSS Provider's delivery of quality and financial assurance audits. The frequency of the meeting will depend upon the needs of the programme but usually it would be no less than every 16 weeks. Typical attendance will include the BSS Provider's QM and contract manager and Pers Pol representative. The BSS Provider will provide performance summary 1 week in advance of the meeting.
4. **Contract Transition Meetings (Incoming BSS Provider).** The structure and format and frequency of Contract Transition meetings will be defined in the BSS Transition Plan. Their purpose is to manage of the handover of data and records for the whole programme and ensure a smooth transition between providers.
5. **Exit Meetings (Outgoing BSS Provider).** The structure and format of Exit meetings will be defined in the BSS Exit Plan. Typical attendance will include Army Commercial, Pers Pol, Ed Br, BSS Provider as well as other key stakeholders.
6. **Kick Start Meeting.** This will be held prior to the start of the new contract to set the base line and ensure all parties have a common understanding of the contract requirements and initiate the Contract transition process.
7. Summary table of Meetings for governance of the BSS Provider:

Meeting	Lead	Frequency	Indicative Location
Contract Assurance Meeting (CAM). SP	Pers Pol	Minimum 2 per year per SP	Army HQ, Andover
Contract Transition meetings	Pers Pol	As required (iaw Transition Plan)	Cap badge locations or Army HQ Andover
Exit meetings	Pers Pol	As required (iaw Exit Plan)	As agreed between attendees
Kick Start (BSS Provider)	Pers Pol	Minimum once per contract, where required once per Cap Badge for multi-cap badge contracts	Cap Badge locations
Contract Management Meeting	Army Cmrc	As required on a case-by-case basis	Army HQ, Andover

BSS Working Group (BSS WG)	Ed Br	At least every 16 weeks.	Army HQ, Andover / remote
Co-ordination Meeting	Ed Br	Weekly / Fortnightly	Army HQ, Andover, remote

ARMY APPRENTICESHIPS STANDARD OPERATING PROCEDURES

1. Table 1 List of extant SOPs:

SOP Number	Title	Drafting Lead*	Directs BSS task	BSS Provider to comply
1	Required Standardised Apprenticeship Paperwork	Ed Br/BSS	No	No
2	Governance	Ed Br	Yes	Yes
3	RPL	BSS	No	No
4	AGG	L&D	No	No
5	Funding Assurance Review	BSS	Yes	Yes
7	MIS	BSS	Yes	Yes
8	Apprenticeship Delivery Contract Transition Activities and Checks	BSS	Yes	Yes
9&10	Not currently allocated			
11	Health & Safety Policy	No longer used	Refer to Army Health and Safety Direction	Refer to Army Health and Safety Direction
12	Army Safeguarding and Prevent Directive	Ed Br/BSS	No	Yes
13	Not currently allocated			
14	Army Self-Assessment Report and Quality Improvement Plan	Ed Br/BSS	Yes	Yes
15	Ofsted	Ed Br/BSS	Yes	Yes
16	Application For Delivery of Apprenticeship Standard	L&D/Ed Br	Yes ¹	Yes
17	Quality Framework for Observing Programme Delivery	BSS	Yes	Yes
18	Functional Skills	Ed Br	Yes	Yes
19	Not currently allocated			
20	EPA	Ed Br	No	No
21	Suspension of learners on Apprenticeship	Ed Br/BSS	No	No

*Where BSS is listed as the drafting lead this means the BSS Provider.

¹ BSS Provider's Cap Badge nominated points of contact will assist and advise CALs in the drafting and maintenance of the SOP16 document for each Standard within the Cap badge.

Annex D
Schedule 1 (SOR)**MAIN LOCATIONS LIST**

1. BSS Provider's staff are to attend where requested by the Authority in support of the tasks listed in Section 1. As a national organisation this can be throughout the UK (for example Ofsted audits may visit any Army unit with Apprentices in training). The list below provides the locations where most regular attendance is expected and the meetings in Annex A and B are held:

Cap Badge / Function	Location	Post code
Royal Artillery (RA)	Larkhill (RA Barracks)	SP4 8QT
Army Air Corps (AAC)	Stockbridge (Middle Wallop)	SO20 8DY
Infantry (Inf)	Warminster (Land Warfare Centre)	BA12 0DJ
Royal Electrical and Mechanical Engineers (REME)	Chippenham (Lyneham)	SN15 4XX
Royal Engineers (RE)	Chatham (Brompton Barracks)	ME4 4UG
Defence Medical Services (DMS)	Camberley (HQ Army Medical Services)	GU15 4PQ
Adjutant Generals Corps (Staff and Pers Support) AGC (SPS)	Andover (Army Home Command)	SP11 8HJ
Royal Signals (R SIGNALS)	Blandford Forum (Blandford Garrison)	DT11 8RH
Intelligence Corps (Int Corps)	Shefford (Chicksands)	SG17 5PR
Food Services Training Wing (FSTW)	Winchester (Worthy Down)	SO21 2RG
Royal Logistics Corps (RLC)	Winchester (Worthy Down)	SO21 2RG
Royal Armoured Corps (RAC)	Wareham (Bovington Camp)	BH20 6JA
Royal Army Veterinary Corps (RAVC)	Melton Mowbray	LE13 0JH
Royal Military Police (RMP)	Andover (Army Home Command)	SP11 8HJ
Learning and Development (L&D)	Andover (Army HQ)	SP11 8HJ
Education Branch (Ed Br)	Andover (Army Home Command)	SP11 8HJ
Army Commercial (AC)	Andover (Army HQ)	SP11 8HJ

Ministry of Defence

**Contract No:
708726451**



**THE DELIVERY OF BUSINESS SUPPORT SERVICES (BSS) FOR THE
ARMY APPRENTICESHIP PROGRAMME (AAP)**

SCHEDULE 2

PRICE

Pricing Part 1 – Variation of Price

1.1 All Services in the Statement of Requirements shall be Firm Priced for a period of three (3) years from the Contract Implementation Date (the "**Firm Price Period**") and the price stated in this Schedule 2 shall be the price payable for the Services delivered in accordance with the terms of the Contract.

1.2 The prices in this Schedule 2 for Years 4 to 6 are FIXED at Year 1 price levels and do not include provision beyond the end of the Firm Price Period for increases or decreases in the market price of the Services being purchased. Any such variation shall be calculated in accordance with the following formula:

$$1.3 \quad V = P (a+b(O_i/O_o)) - P$$

Where:

V represents the variation of price;

P represents the Fixed Price as stated in this Schedule 2 Year 1 pricing;

O represents the indices: HQTI – Top Level SPPI (Business Support Services Price Inflation), Sections H to U excl. Section K

O_o is the value of the Output Price Index at the base date period (first year of contract)

O_i is the value of the Output Price Index at the payment date period (the year being calculated)

a represents the Non-Variable Element (NVE) of 0; and

b represents the Variable Element of 1,

and: a+b=1

1.4 The OUTPUT Price Index referred to in Paragraph 1.2 above shall be taken (as specified by the Authority) from the:

a) ONS Publication MM22 Table 2 'Price Indices of UK OUTPUT: All Manufacturing and Selected Industries'; or

b) Table 4 'Price Indices of Products Manufactured in the UK'.

1.5 Indices published with a 'B' or 'F' marker or a suppressed value, in the last 4 years are not valid for the purposes of this Paragraph 1 (Variation of Price) and shall not be used. Where Indices have an 'F' marker or suppression applied to them during the Contract Term, the Authority and the BSS Provider shall agree appropriate replacement Indices. The replacement Indices shall cover, to the maximum extent possible, the same economic activities as the original Indices.

1.6 In the event that any material changes are made to the Indices (for example, a revised statistical base date) during the Contract Term and before final adjustment of the final Contract Price, then the re-basing methodology outlined by the Office for National Statistics (as the series providers) to match the original Indices to the new series shall be applied.

1.7 In the event the agreed Indices cease to be published (for example, because of a change in the standard industrial classification), the Authority and the BSS Provider shall agree appropriate replacement Indices, which shall cover to the maximum extent possible the same economic activities as the original Indices. The methodology outlined by the Office for National Statistics (as the series providers) to match the original Indices to the new series shall be applied.

1.8 Notwithstanding Paragraphs 1.5, 1.6 and 1.7 above, any extant Indices agreed pursuant to this Contract shall continue to be used as long as they are available, and subject to the application of the methodology outlined by the Office for National Statistics (as the series providers) to match the original Indices to the new series. Payments calculated using the extant Indices (during the period in which they apply to this Contract) shall not be amended retrospectively as a result of any change to the Indices.

1.9 The BSS Provider shall promptly notify the Authority in writing of any significant changes in the BSS Provider Proposal, or in any of its purchasing proposals, or of any other factor, having a material bearing on the operation of the provisions of this Paragraph 1 (Variation of Price), and the Parties shall consider whether a Contract Change would be appropriate.

1.10 Prices shall be adjusted taking into account the effect of the variation of price mechanism set out in Paragraph 1.2 above as soon as possible after publication of the relevant Indices, or at such later date if so, agreed between the Authority and the BSS Provider.

1.11 Claims under this Paragraph 1 shall be submitted to the CP&F (Contracting, Purchasing and Finance), certified to the effect that the requirements of this Paragraph 1 have been met.

1.12 Any changes to the Indices used shall be agreed in writing with the Authority in accordance with Paragraphs, 1.5, 1.6 and 1.7 above.

Pricing Part 2 – Schedule of Requirements

Name and Address of BSS Provider WBL Services Ltd The Old Bank High Street Netheravon SP4 9PQ	MINISTRY OF DEFENCE	Contract No 708726451
	THE DELIVERY OF BUSINESS SUPPORT SERVICES (BSS) FOR THE ARMY APPRENTICESHIP PROGRAMME (AAP)	
Issued With Contract documentation	On:	Previous Contract No: ArmyHQ2/00268

Requirements – Derived from Schedule 1 Section 1. Specific serial stated in notes to supplier where applicable.

Item Number	Description	Notes to Supplier	Year					
			Year 1 FIRM Price £ (ex-VAT)	Year 2 FIRM Price £ (ex-VAT)	Year 3 FIRM Price £ (ex-VAT)	Year 4 FIXED Price £ (ex-VAT)	Year 5 FIXED Price £ (ex-VAT)	Year 6 FIXED Price £ (ex-VAT)
1	Governance of the Army Apprenticeship Programme (AAP); including Support for Financial reporting, Regulatory compliance, Contracting Activities, and External and Internal Inspections	Annual Direct Cost i.e. excluding overheads (Serials 1, 2, 3 and 8)	Redacted- Commercial sensitive					

2	Support to cap badge apprenticeship management; Quality Assurance and Continuous Improvement	Annual Direct Cost i.e. excluding overheads (Serials 4 and 7)	Redacted-Commercial sensitive
3	Administration and data handling across AAP, including Stand Alone Functional Skills reporting.	Annual Direct Cost i.e. excluding overheads (Serials 5, 6 and 9)	
4	Overheads	Annual Indirect Costs e.g. Rent, rates, utilities, etc.	
5	TUPE related costs	Costs that arise as a direct result of TUPE.	

Requirements – Total Combined Price for Items 1-5 above.

	Year 1 FIRM Price £ (ex-VAT)	Year 2 FIRM Price £ (ex-VAT)	Year 3 FIRM Price £ (ex-VAT)	Year 4 FIXED Price £ (ex-VAT)	Year 5 FIXED Price £ (ex-VAT)	Year 6 FIXED Price £ (ex-VAT)	TOTAL Contract Value
Annual Cost	Redacted-Commercial sensitive						

Ministry of Defence

**Contract No:
708726451**



**THE DELIVERY OF BUSINESS SUPPORT SERVICES (BSS) FOR THE
ARMY APPRENTICESHIP PROGRAMME (AAP)**

SCHEDULE 3

TERMS AND CONDITIONS

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TERMS & CONDITIONS OF CONTRACT

GENERAL CONDITIONS

1 DEFENCE CONTRACT CONDITIONS (DEFCONs)

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

DEFCON 5J (Edn 18/11/16)	Unique Identifiers (Clause 4 is not applicable)
DEFCON 76 (Edn 11/22)	Contractor's Personnel at Government Establishments ²
DEFCON 90 (Edn 06/21)	Copyright
DEFCON 129J (Edn 18/11/16)	The Use of The Electronic Business Delivery Form
DEFCON 501 (Edn 10/21)	Definitions and Interpretations
DEFCON 503 (Edn 06/22)	Formal Amendments to Contract
DEFCON 507 (Edn 07/21)	Delivery
DEFCON 513 (Edn 04/22)	Value Added Tax (VAT) and Other Taxes
DEFCON 514 (Edn 08/15)	Material Breach
DEFCON 515 (Edn 06/21)	Bankruptcy and Insolvency
DEFCON 516 (Edn 04/12)	Equality
DEFCON 518 (Edn 02/17)	Transfer
DEFCON 520 (Edn 08/21)	Corrupt Gifts and Payments of Commission
DEFCON 522 (Edn 11/21)	Payment and Recovery of Sums Due
DEFCON 524 (Edn 12/21)	Rejection
DEFCON 526 (Edn 08/02)	Notices
DEFCON 527 (Edn 09/97)	Waiver
DEFCON 529 (Edn 09/97)	Law (English)
DEFCON 530 (Edn 12/14)	Dispute Resolution (English Law)
DEFCON 531 (Edn 09/21)	Disclosure of Information
DEFCON 532B (Edn 09/21)	Protection of Personal Data (Where Personal Data is being processed on behalf of the Authority)
*DEFCON 534 (Edn 06/21)	Subcontracting and Prompt Payment
DEFCON 537 (Edn 12/21)	Rights of Third Parties
DEFCON 538 (Edn 06/02)	Severability
DEFCON 539 (Edn 01/22)	Transparency
DEFCON 565 (Edn 07/23)	Supply Chain Resilience and Risk Awareness
DEFCON 566 (Edn 04/24)	Change of Control of Contractor

² The total liability of the Business Support Services in respect of damage to Government property is unlimited – Clause 3 & 4 on this DEFCON refer.

DEFCON 602B (Edn 12/06)	Quality Assurance (without Deliverable Quality Plan)
DEFCON 604 (Edn 06/14)	Progress Reports
DEFCON 608 (Edn 07/21)	Access and Facilities to be Provided by the Contractor
DEFCON 620 (Edn 06/22)	Contract Change Control Procedure
DEFCON 625 (Edn 06/21)	Co-Operation on Expiry of Contract
DEFCON 632 (Edn 11/21)	Third Party Intellectual Property – Rights and Restrictions
DEFCON 642 (Edn 07/21)	Progress Meetings
DEFCON 643 (Edn 12/21)	Price Fixing (Non-qualifying Contracts)
DEFCON 656B (Edn 08/16)	Termination for Convenience – £5M and Over
DEFCON 658 (Edn 09/21)	Cyber
DEFCON 660 (Edn 12/15)	Official-Sensitive Security Requirements
DEFCON 670 (Edn 02/17)	Tax Compliance ³
DEFCON 671 (Edn 10/22)	Plastic Packaging Tax
DEFCON 674 (Edn 03/21)	Advertising Subcontracts (Public Contract Regulations 2015 Only)
DEFCON 678 (Edn 09/19)	SME Spend Data Collection
DEFCON 694 (Edn 07/21)	Accounting for Property of The Authority
DEFCON 703 (Edn 06/21)	IPR – Vesting in the Authority

1.2 DEFENCE FORMS (DEFFORMs)

DEFFORM 10B (Edn 05/23)	Acceptance Of Offer of Amendment to Contract
DEFFORM 111 (Edn 10/22)	Appendix – Addresses and Other Information
DEFFORM129J (Edn 09/17)	The Use of the Electronic Business Delivery Form
DEFFORM 532 (Edn 10/19)	Personal Data Particulars
DEFFORM 539B (Edn 01/22)	Publishable Performance Information – KPI Data Report
DEFFORM 565 (Edn 08/23)	Supply Chain Resilience and Risk Awareness Mapping Template

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

³ DEFCONs applicable to Contracts with estimated value exceeding £5M.

SPECIAL CONDITIONS

2 NOTES & FURTHER DEFINITIONS

- 2.1 For the purposes of Condition 1 and in addition to the provisions of DEFCON 501 (refer to Condition 1):
- 2.1.1 where appropriate to the work to be performed under the Contract, in the Standard Conditions and the DEFCONs, references to “Article” and “Articles” shall be read as meaning “Service” and “Services” and all other terms shall generally be interpreted in the context of the delivery of such a Service or Services as opposed to the delivery of goods of the Contractor’s manufacture;
- 2.1.2 in the DEFCONs, any references to the “Project Manager”, “Project Desk Officer”, “Quality Assurance Manager” and the like shall be interpreted as being a reference to the Authority’s ‘Designated Officer’ as defined at sub-Clause 2.1.24 of this Condition and identified in Box 2 of the DEFFORM 111 Enclosure to this Schedule 3 (Ts & Cs);
- 2.1.3 in the DEFCONs, any references to “Contractor” shall be interpreted as being reference to the ‘Business Support Services Provider’ (‘BSS Provider’);
- 2.1.4 ‘Appointed End Point Assessor’ means an organisation that must be on the ESFA’s Register of End Point Assessment Organisations, and has been appointed by the Authority, to undertake the End Point Assessments;
- 2.1.5 ‘Apprenticeship Start Date’ shall mean the date that the apprentice begins training towards an Apprenticeship Standard or Framework. Note: e.g., induction date, ESFA sign-on paperwork completed
- 2.1.6 ‘Apprenticeship’ is a job with an accompanying skills development programme. Apprenticeships can be an Apprenticeship Framework or an Apprenticeship Standard;
- 2.1.7 ‘Apprenticeship Frameworks’ are multi-occupational apprenticeships with an integrated programme of learning comprising of a Qualification Curriculum Framework (QCF) /National Vocational (NVQ) or Diploma, Functional Skills, Employer Rights and Responsibilities (ERR) and, where required, a Technical Certificate or Diploma and is compliant with the Specifications of Apprenticeships Standards for England (SASE).
- 2.1.8 ‘Apprenticeship Standards’ are endorsed by the Institute for Apprenticeships (an executive non-departmental public body, sponsored by the Department for Education) and comprise of initial assessment, on programme training and learning

(including Functional Skills), Gateway assessment and End-Point Assessment. Standards are tailored to each individual profession, designed by employers and include an Assessment Plan and assessments and grading of behaviours.

- 2.1.9 'Army Apprenticeship Programme' shall mean the Army managed apprenticeship programme in which all ESFA and Apprenticeship Levy funded apprenticeship provision is delivered under the Single Army Contract (SAC);
- 2.1.10 'Army Apprenticeship Standard Operating Procedure (SOP)' shall mean the working instructions produced, and amended as necessary, by and for the Authority, and which set out the policies and procedures to be followed in respect of Army Apprenticeships. A list of extant SOPs is attached at Annex C to Schedule 1 (SOR). All SOPs can be obtained by request from the Army's Personnel Policy (Pers Pol) Branch.
- 2.1.11 'The Authority'. In addition to the definition set out in DEFCON 501, the Authority is an employer-provider of apprenticeships and an ESFA contractor;
- 2.1.12 the 'Authority's Representative', means the 'Designated Officer' as defined at sub-Clause 2.1.24 or such other nominated individual who may be appointed by the Authority in accordance with the provisions of the Contract;
- 2.1.13 'Awarding Body' or 'Awarding Organisation' means the body nominated by the Apprenticeship Service Provider, and approved by the Authority, to undertake external verification of the qualifications embedded within the Standards, and Functional Skills, attained by the Learners and to provide external test papers and certification where necessary;
- 2.1.14 the 'Authority's Commercial Desk Officer' means the individual/post identified in Box 1 of the DEFFORM 111 Enclosure to this Schedule 3 (Ts & Cs);
- 2.1.15 The 'Bill Paying Authority' means the Bill paying Authority whose name and address is given in Box 11 of the DEFFORM 111 to the Contract;
- 2.1.16 'Cap Badge' means the Army organisation with devolved responsibility for running Apprenticeships for personnel under their command.
- For Example: Royal Engineers (RE), Defence Medical Services (DMS), etc.
- 2.1.17 'Conditions' means the Terms and Conditions (Ts & Cs) set out in this Schedule 3 (Ts & Cs);
- 2.1.18 'Confidential Information' means all information (including data in electronic form, computer programs, designs, plans, drawings, analyses, studies and other documents or material) designated as such by either Party in writing together with

all such other information of a technical, commercial or financial nature received from a Party to this Contract, its agents, servants, employees, representatives or advisors (including, without limitation, any and all documents and information supplied in the course of proceedings under Schedule 4 (Dispute Resolution Procedure));

- 2.1.19 'Consents' means permission and agreement to conduct an activity or make changes to procedure.
- 2.1.20 'Contract Award Date' means the day on which Contract Award is confirmed, which shall be 10 days after the standstill period commences following notification of award decision, or 14 days after the completion of any legal challenge;
- 2.1.21 'Contract Implementation Date' means the day upon which the BSS provider assumes responsibility for the provision of all of the Services required in Schedule 1 (SOR);
- 2.1.22 'Contract Price' for the purposes of the definition set out in DEFCON 501 means the amount set out in Schedule 2 (Price);
- 2.1.23 'Day(s)' means 'working day(s)' unless specifically expressed as calendar day(s);
- 2.1.24 'Designated Officer' is the principal Representative of the Authority appointed to monitor the BSS provider performance in respect of the Contract and to certify receipt of satisfactory performance. The Authority's Designated Officer may, at their sole discretion and by notice to the BSS provider, delegate certain functions to other Representatives of the Authority. The address of the Designated Officer is contained in Box 2 of the DEFFORM 111 to the Contract;
- 2.1.25 'DfE Funding Band' shall mean the maximum capped funding band against which each apprenticeship is allocated through IfATE by the DfE. Additional information on the DfE Funding Bands can be found at:
<https://www.gov.uk/government/publications/apprenticeship-funding-bands>
- 2.1.26 'Education and Skills Funding Agency (ESFA)' is an executive agency of the Department for Education. The Secretary of State for Education, via the ESFA, sets the rules and guidance for apprenticeships. The Authority is an ESFA contractor;
- 2.1.27 'Employer-Provider' means any organisation that delivers some, or all, of the training element of an apprenticeship to their own staff and holds a contract with the ESFA. The Authority is an employer-provider and thus an ESFA contractor;

- 2.1.28 'End-Point Assessment' (EPA) is a holistic and independent assessment of the knowledge, skills and behaviours of the Learner which have been learnt throughout an Apprenticeship Standard;
- 2.1.29 'FIRM Price' means a price (excluding VAT) which is not subject to variation;
- 2.1.30 'FIXED Price' means a price (excluding VAT) which is agreed at the outset but varies over time using an agreed Variation of Price (VOP) formula.
- 2.1.31 'Functional Skills' means the applied practical skills in English, maths and, if required, Information and Communication Technology (ICT);
- 2.1.32 'Gateway Assessment' or 'Gateway Requirements' means the requirements set out in the Assessment Plan that must be met by the apprentice prior to undertaking EPA of the Apprenticeship Standard;
- 2.1.33 'Good Industry Practice' means the exercise of such degree of skill, diligence, prudence and foresight as would reasonably and ordinarily be expected from a skilled and experienced person, seeking to comply with its contractual obligations and seeking to avoid liability arising under any duty of care that might reasonably apply to, or to be expected, from that person complying with all applicable laws and engaged in the same type of undertaking and under the same or similar circumstances and conditions as the BSS provider;
- 2.1.34 'Individualised Learner Record (ILR)' means the primary data collection requested from learner providers for further education and work-based learning in England. Data is used by ESFA/Government to monitor policy implementation and the performance of the sector;
- 2.1.35 'Learners' shall mean all individuals registered by the Authority against an Apprenticeship, irrespective of funding source;
- 2.1.36 'L&D' means the Authority's Learning & Development Branch which is responsible for the management and oversight of the Army Apprenticeship programme;
- 2.1.37 'Management Information' means any information acquired or generated by the BSS provider for the purpose of managing the Contract which may be provided to the Authority and/or the ESFA during the term of the Contract;
- 2.1.38 'Ofsted' means the Office for Standards in Education, Children's Services and Skills;
- 2.1.39 'Parties' means the BSS provider and the Authority, and Party shall be construed accordingly;
- 2.1.40 'Personal Data' means personal information and data relating to a specific individual who can be identified by such information and data;

- 2.1.41 'Planned End Date' means date entered onto the individualised learner record (ILR) when the learner is expected to complete their learning;
- 2.1.42 'Re-competition' means where the Authority re-competes its requirement for either the whole or part of the Services or their replacement or equivalent;
- 2.1.43 'Apprenticeship Provider and Assessment Register' (APAR) – means the Register held by the ESFA of organisations, since 1 Aug 2023, that the employer-provider can contract with for the delivery of Apprenticeship Training services and End-Point Assessments. Any references to the “Register of End Point Assessment Organisations (RoEPAO)” and “Register of Apprenticeship Training Providers (RoATP)” shall be interpreted as being a reference to the APAR.
- 2.1.44 'Replacement Contract' means any contract entered into by the Authority with a Successor BSS provider for the provision of some or all of the Services;
- 2.1.45 'Business Support Services Provider (BSS Provider)' means the organisation who, under separate Contract, undertakes to support the Army as Employer-Provider, in their administration and delivery of Apprenticeships. All BSS Provider Representatives are the service delivery subcontractor of the ESFA.
- 2.1.46 'Business Support Representative' means a person or persons employed by the BSS provider in connection with the provisions of the deliverables and in connection with this Contract;
- 2.1.47 'Services' means the services which are to be provided by the BSS provider throughout the Contract term in accordance with the terms of this Contract and Schedule 1 (SOR);
- 2.1.48 'Single Army Contract (SAC)' shall mean the Army arrangement to draw funding directly from the ESFA or the Employer Levy Account for Apprenticeships and Functional Skills;
- 2.1.49 'Statement of Requirements (SOR)' means the Services specified in Schedule 1 (SOR) which are to be performed by the BSS Provider and the minimum standards to be achieved;
- 2.1.50 'Steering Group Management Board' shall mean the forum at which the Corps Colonel provides the strategic leadership to the programme, deciding the key priorities for the future and monitoring performance against Performance targets set by the Management Board.
- 2.1.51 'Sub-Contractor' means a legal entity that has a contractual relationship with the Authority to deliver apprenticeship training – also known as the BSS Provider (see sub-Clause 2.1.45);

2.1.52 'Transition' means the period between the Contract Award Date and the Contract Implementation Date;

2.1.53 'Working Group Management Board' shall mean the operational level meeting chaired by the CBDO that deals with the day-to-day management of the programme, monitoring how well cohorts of learners and individual apprentices are progressing on their apprenticeships and identifying action to be taken to overcome delivery issues. The meeting reviews performance and quality and progress against the Corps Colonel's Performance Targets and the Quality Improvement Plan (QIP).

3 NOTICES

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

3.1.1 Authority Commercial Desk Officer Address:

Army Commercial Branch
Zone 2.M, Floor 2,
Blenheim Building,
Army HQ, Marlborough Lines,
Monxton Road, ANDOVER,
Hampshire SP11 8HT
Email: ArmyComrc1-Procure-AAP-Mailbox@mod.gov.uk

3.1.2 Business Support Services Address:

WBL Services Ltd
The Old Bank
High Street
Netheravon
SP4 9PQ

4 ENTIRE AGREEMENT

4.1 The Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes, and neither Party has relied upon, any prior negotiations, representations and undertakings, whether written or oral, except that this Condition 4 shall not exclude liability in respect of any fraudulent misrepresentation.

- 4.2 The BSS Provider's Technical Submission filed in response to the Authority's Requirement of Response will be inserted in Schedule 7 (Service Delivery Plan) to this Contract and its content therefore enforceable as part of the entire agreement.

5 GOVERNING LAW

- 5.1 Subject to Clause 5.4 of this Condition, the Contract shall be considered as a contract made in England and subject to English Law.
- 5.2 Subject to Clause 5.4 of this Condition, and Condition 55 (Dispute Resolution Procedure), and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of England to resolve, and the laws of England to govern, any actions proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.
- 5.3 Subject to Clause 5.4 of this Condition any dispute arising out of or in connection with the Contract shall be determined within the English jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this Condition 5 and for the enforcement of any judgment, order or award given under English jurisdiction.
- 5.4 If the Parties pursuant to the Contract agree that Scots Law should apply, then the following amendments shall apply to the Contract:
- 5.4.1 Clause 5.1, 5.2 and 5.3 of this Condition shall be amended to read:
- a) The Contract shall be considered as a contract made in Scotland and subject to Scots Law.
 - b) Subject to Condition 55 (Dispute Resolution Procedure) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of Scotland to resolve, and the laws of Scotland to govern, any actions, proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.
 - c) Any dispute arising out of or in connection with the Contract shall be determined within the Scottish jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this Condition 5 and for the enforcement of any judgment, order or award given under Scottish jurisdiction.
- 5.5 Each Party warrants to each other that entry into the Contract does not, and the performance of the Contract will not, in any way violate or conflict with any provision of law,

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

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

6 WAIVER

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

7 ASSIGNMENT OF CONTRACT

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

8 THIRD PARTY RIGHTS

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

9 TRANSPARENCY

- 9.1 Notwithstanding any other term of this Contract, including DEFCON 531 (Disclosure of Information), the Contractor understands that the Authority may publish the Transparency Information and Publishable Performance Information to the general public.
- 9.2 Subject to Clause 9.3 of this Condition the Authority shall publish and maintain an up-to-date version of the Transparency Information and Publishable Performance Information in a format readily accessible and reusable by the general public under an open licence where applicable.
- 9.3 If, in the Authority's reasonable opinion, publication of any element of the Transparency Information and Publishable Performance Information would be contrary to the public interest, the Authority shall be entitled to exclude such Information from publication. The Authority acknowledges that it would expect the public interest by default to be best served

by publication of the Transparency Information and Publishable Performance Information in its entirety. Accordingly, the Authority acknowledges that it shall only exclude Transparency Information and Publishable Performance Information from publication in exceptional circumstances and agrees that where it decides to exclude Information from publication on that basis, it will provide a clear statement to the general public explaining the categories of information that have been excluded from publication and reasons for withholding that information.

9.4 The Contractor shall assist and co-operate with the Authority as reasonably required to enable the Authority to publish the Transparency Information and Publishable Performance Information, in accordance with the principles set out above, including through compliance with the requirements relating to the preparation of Publishable Performance Information set out in Clauses 9.5 to 9.9 of this Condition. Where the Authority publishes Transparency Information, it shall:

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

Publishable Performance Information

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

9.7 The Contractor shall provide an accurate and up-to-date version of the KPI Data Report to the Authority for each quarter at the frequency referred to in the agreed Schedule 6 (Performance Monitoring).

9.8 Any dispute in connection with the preparation and/or approval of Publishable Performance Information, other than under Clause 9.6 of this Condition, shall be resolved in accordance with Condition 55 (Dispute Resolution Procedure) of this Schedule 3 (Ts & Cs).

9.9 The requirements of this Condition 9 are in addition to any other reporting requirements in this Contract.

10 EDUCATION AND SKILLS FUNDING AGENCY (ESFA) COMPLIANCE

11 Both Parties shall fully comply with all ESFA funding rules and policies, as updated from 1st December 2024 and the DURATION OF CONTRACT

11.1 Without prejudice to any other Term or Condition of the Contract and subject at all times to the continued availability of ESFA Funding / Apprenticeship Levy funding, the duration of Contract in accordance with Schedule 2 (Price) shall be 6 years. The Contract Implementation date shall be 1st December 2024. Subject to the termination provisions of the Contract, the Contract duration shall be from 1st December 2024 to 30th November 2030 inclusive.

11.2 There are no Options to extend the period of the contract.

12 SUBCONTRACTING

12.1 The BSS Provider shall not sub-contract any part of the Business Support Services requirement.

12.2 The BSS Provider may, with the express prior agreement of the Authority's Commercial Desk Officer, sub-contract administrative support activities.

13 LEGAL AND STATUTORY RESPONSIBILITIES

13.1 Whilst attention is drawn herein and in Schedule 1 (SOR) to specific legislation, it shall be the sole responsibility of the BSS Provider to ensure that they comply with all legal requirements and statutory instruments and any local by-laws, as appropriate to the nature of the services being provided in so far as such legal requirements, statutory instruments and by-laws are applicable to the geographic areas where the Contract is being performed.

14 CHANGES IN LAW

14.1 Changes to statutory legislation shall be dealt with on a case-by-case basis.

- 14.2 The BSS Provider shall not be relieved of its obligations to supply the Services in accordance with the terms of this contract as the result of a Specific Change in Law provided always that the costs of complying with the Specific Change in Law which cannot clearly be anticipated as at the Effective Date shall be agreed pursuant to the DEFCON 620 (Contract Change Control Procedure).
- 14.3 Without prejudice to the rest of this Condition 14, the BSS Provider shall use all reasonable endeavours to minimise any disruption caused by any Specific Change in Law.

15 RELATIONSHIPS BETWEEN THE PARTIES

- 15.1 Amendments to any part of this Contract may only be amended or varied through the written approval of the Authority's Commercial Branch.
- 15.2 Nothing in this Contract shall be construed to create a relationship of agency between the Authority and the Contractor or any of the employees of the Authority or Staff of the Contractor. Accordingly, except as expressly authorised herein, neither party shall have authority to act or make representations on behalf of the other party and nothing herein save as expressly provided for in this Contract shall impose liability on either party in respect of any liability incurred by the other party to any third party. The parties acknowledge and agree that this Contract shall not constitute, create or otherwise give effect to a joint venture, pooling arrangement or partnership within the meaning of the Partnership Act 1890.
- 15.3 Nothing in the Contract shall be construed as creating a partnership, a contract of employment or a relationship of principal and agent between the Authority and the BSS Provider.
- 15.4 The BSS Provider will be treated as an independent entity and will be responsible for all taxation, National Insurance contributions and similar liabilities arising in relation to the fees payable for the work.
- 15.5 The BSS Provider shall not place or cause to be placed any orders with suppliers or incur liabilities in the name of the Authority or any representative of the Authority.
- 15.6 The Authority shall not have any additional liability or responsibility for payments to any of the Business Support Services' creditors, employees, partners, sponsored tutors, in respect of any materials purchased, premises costs incurred, or services provided by the BSS Provider in the delivery of the requirement in Schedule 1 (SOR).

16 OTHER CONTRACTS WITH THE CROWN

- 16.1 If the BSS Provider shall enter into any other contract with the Crown relating in any way to the subject matter of the Contract, then, no breach by the Crown of that other contract nor

any other act or omission nor any written or oral statement nor representation whatsoever of or by the Crown its servants or agents or other BSS Provider Representatives relating to or connected with any other contracts as aforesaid shall, regardless of any negligence on its or their part:

- 16.1.1 Give the BSS Provider any right under this Contract to an extension of time or otherwise or additional payment or damages or any other relief or remedy whatsoever against the Authority, or
- 16.1.2 Affect, modify, reduce or extinguish either the obligations of the BSS Provider or the rights or remedies of the Authority under this Contract;
- 16.1.3 Be taken to amend, add to, delete or waive any Term or Condition of this Contract.

17 AMENDMENTS

- 17.1 Subject to sub-Clause 17.3.3 of this Condition, the Contract may only be amended by the written agreement of the Parties (or their duly authorised representatives acting on their behalf). Such written agreement shall consist of:
 - 17.1.1 the Authority's offer set out in a serially numbered amendment letter issued by the Authority to the Contractor; and
 - 17.1.2 the Contractor's unqualified acceptance of the contractual amendments as evidenced by the DEFFORM 10B duly signed by the Contractor.
- 17.2 Where required by the Authority in connection with any such amendment, the Contractor shall (as so required) confirm that any existing Parent Company Guarantee is sufficiently comprehensive so as to cover and support all of the Contractor's liabilities and obligations under and in connection with the Contract (as amended by such amendment) or provide a revised Parent Company Guarantee with such DEFFORM 10B to achieve the same purposes.
- 17.3 Where the Authority wishes to amend the Contract to incorporate any work that is unpriced at the time of amendment:
 - 17.3.1 if the Contract is not a Qualifying Defence Contract, the Authority shall have the right to settle with the Contractor a price for such work under the terms of DEFCON 643; or
 - 17.3.2 if the Contract is a Qualifying Defence Contract, the Contract Price shall be redetermined on amendment in accordance with the Defence Reform Act 2014 and Single Source Contract Regulations 2014 (each as amended from time to time).
 - 17.3.3 Changes to the Specification.
- 17.4 The Specification forms part of the Contract and all Contract Deliverables to be supplied by the Contractor under the Contract shall conform in all respects with the Specification.

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

17.6 The Authority will accept no liability for orders or instructions placed by any person other than an authorised officer in the Authority's Commercial Team, in accordance with DEFCON 503.

18 ENVIRONMENTAL REQUIREMENTS

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

19 AUTHORITY RESPONSIBILITIES

19.1 The Authority shall be responsible for:

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

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

20 BSS PROVIDER RESPONSIBILITIES

20.1 The BSS Provider shall also be responsible for:

20.1.1 ensuring that contracted personnel complete any mandatory training required by the MOD for personnel working on an MOD site within the first three months of starting work on the MOD site. and

20.1.2 ensuring that contracted personnel maintain any essential skills, qualifications or accreditation required for their role, at no cost to the Authority.

20.2 The BSS Provider shall ensure the continuity in post of skilled staff, in so far as this lies within their control. They shall maintain sufficient employees to carry out the Contract and ensure that all of their employees are adequately trained, qualified and experienced to achieve the required standards.

20.3 The BSS Provider shall keep the Authority (Designated Officer) informed on any industrial relations problems or other impending difficulties likely to delay or impede the performance of the Contract and use all reasonable endeavours to avoid industrial disputes or stoppages involving staff employed for the purposes of the Contract. Notwithstanding the foregoing,

such disputes and industrial stoppages are strictly a matter for the BSS Provider and the Authority will grant no relief under the terms of the Contract in such event.

- 20.4 The BSS Provider's staff must ensure the staff that come into unsupervised face-to-face contact with Learners have enhanced Disclosure and Barring Service (DBS) clearance before carrying out their duties. The BSS Provider must inform the Authority immediately of any BSS Provider Representatives staff referred to DBS following a complaint. Additional responsibilities are contained within Condition 37 (Security) of this Schedule 3 (Ts & Cs).

21 BUSINESS SUPPORT SERVICES PROVIDER RECORDS

- 21.1 The BSS Provider shall maintain all records in connection with the Contract (expressly or otherwise), and without prejudice to Condition 40 (Confidentiality of Information) of this Schedule 3 (Ts & Cs), make them available to be examined or copied, by or on behalf of the Authority, as the Authority may require. These records shall be retained for a period of at least seven (7) years from:

21.1.1 the end of the Contract term or;

21.1.2 termination of the Contract; whichever occurs latest; or

- 21.2 The BSS Provider shall maintain such records in respect of the matter comprised in the Contract as the ESFA and/or Authority may reasonably require (including any specified elsewhere in the Contract) and shall upon request produce such records for inspection by the Authority (including all statistical information gathered for the purposes of performance requirements and quality assurance monitoring); such records will be the property of the Authority and will not be released, published or disposed of without the approval of the Authority (Designated Officer);

- 21.3 The BSS Provider shall give the Authority ready access to all work in progress and completed work. Inspections by the Authority may be made on a "no notice" basis.

22 PRECEDENCE

- 22.1 In performing its obligations under this Contract, the BSS Provider shall:

22.1.1 Provide the Services and carry out all other obligations under this Contract, in accordance with the terms of this Contract, all relevant Legislation, ESFA Rules, L&D Standard Operating Procedures (SOPs), and Good Industry Practice;

22.1.2 In consultation with the Authority, and where appropriate, develop such policies and procedures, which are likely to improve/enhance the provision of the Service and shall comply with such policies and procedures once they have been agreed with the Authority; and

22.1.3 Obtain and maintain all necessary Consents.

- 22.2 In the event of any inconsistency or conflict between the obligations of the BSS Provider referred to in sub-Clause 22.1.1 of this Condition the following order of precedence shall apply:
- 22.2.1 Statutory Legislation;
 - 22.2.2 Education and Skills Funding Agency (ESFA) Rules;
 - 22.2.3 This Schedule 3 (Ts & Cs);
 - 22.2.4 Schedule 1 - Statement of Requirements (SOR);
 - 22.2.5 Standard Operating Procedures (SOPs) subject to regular review/update;
 - 22.2.6 Schedule 2 – Price;
 - 22.2.7 Schedule 7 – Service Delivery Plan (Technical Tender Submission) at contract award;
 - 22.2.8 All other Schedules;
 - 22.2.9 Other ancillary documents referred to in this Contract;
 - 22.2.10 Good Industry Practice.
- 22.3 In the event of any conflict between the General Conditions of the Contract and the Special Conditions of the Contract then the Special Conditions of the Contract shall prevail.
- 22.4 Each Party is to notify the other in writing forthwith upon the Authority's Representative or the BSS Provider's Representative becoming aware of any discrepancy, inconsistency or divergence between the documents referred to in Clause 22.2 of this Condition. The Parties must seek to resolve such discrepancy, inconsistency or divergence as soon as practicable. Where they fail to do so and either Party considers the discrepancy, inconsistency or divergence to be material, then the matter may be referred to Schedule 4 (Dispute Resolution Procedure).
- 23 PRICE.
- 23.1 The prices for delivery of the BSS Provider shall be FIRM (i.e., non-variable) for years 1-3 of the contracts and Fixed priced (i.e., variable) for years 4-6 of the contracts as specified in Schedule 2 (Price) and relate to Schedule 1 (SOR).
- 23.2 Prices in Schedule 2 for delivery of BSS are fully inclusive of all Travel and Subsistence costs associated with Contractor personnel travelling to and from MOD sites both within UK (including Wales & NI) and overseas, where the Contractor deems this necessary for delivery of this Contract.

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

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

- 24.1 Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under Clause 24.2 of this Condition the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
- 24.2 The Contractor shall submit claims for payment of 1/12 (one twelfth) of the annual contract price stated in Schedule 2 (Price). These claims shall be submitted monthly in arrears to the Authority (Designated Officer).
- 24.3 Where the Contractor submits an invoice to the Authority in accordance with Clause 24.2 of this Condition, the Authority will consider and verify that invoice in a timely fashion.
- 24.4 The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- 24.5 Where the Authority fails to comply with Clause 24.3 of this Condition and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of Clause 24.4 of this Condition after a reasonable time has passed.
- 24.6 The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under the Contract.
- 24.7 Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.
- 24.8 No claim by the BSS Provider for additional payment will be allowed on the grounds of any misunderstanding or misinterpretation of the SOR or any instruction given. The BSS Provider shall not be released from any risks or obligations imposed on or undertaken by him under the Contract on any such grounds or on the grounds that they did not, or could not, foresee any matter which might affect or have affected proper execution of the Contract.

- 24.9 Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time by the BSS Provider to the Authority against any amount payable by the Authority to the BSS Provider under the Contract, or under any other contract with the Authority, or with any other Government Department.

25 TRAVEL & SUBSISTENCE

- 25.1 When BSS Provider personnel are required to travel, either within UK (including Wales & Northern Ireland) or overseas, for the purposes of delivery of the Contract, all hotel accommodation, transport and supporting travel arrangements, including purchase of visas, vaccinations/ preventative medical treatment and health insurance will be the responsibility of the BSS Provider. The Contract prices shall therefore fully define the travel and subsistence costs incurred by the BSS Provider's personnel.
- 25.2 For the avoidance of doubt, no other allowances shall be paid by the Authority to the BSS Provider.

26 BSS PROVIDER'S PERSONNEL

- 26.1 Where specific personnel have been proposed by the BSS Provider for the performance of the Contract, the BSS Provider representative shall take all reasonable steps to avoid changes to such personnel and any changes which are unavoidable shall be brought to the immediate attention of the Authority which reserves the right, acting reasonably, to reject such alternative personnel as the BSS Provider may then propose. The agreement by the Authority, whether notified or otherwise, to any personnel shall not prejudice the requirement upon the BSS Provider to perform the Contract.
- 26.2 If in the opinion of the Authority, acting reasonably, any of the BSS Provider's employees associated with the performance of the Contract shall misconduct themselves or be incapable of efficiently performing their duties or it shall not be in the public or National interest for any such person to be employed or engaged by the BSS Provider in the performance of the Contract then the BSS Provider shall remove such person without delay on being required to do so by the Authority (Designated Officer) and, subject to Clause 26.1 of this Condition, shall cause the work to be performed by such other person or persons as may be necessary in default.
- 26.3 The BSS Provider shall notify the Authority immediately of any circumstances where the BSS Provider Representative becomes aware of an actual or potential conflict of interest which would affect either the BSS Provider or any of its personnel engaged in the performance of work under this Contract. In the event of any actual or potential conflict, the Authority shall deal with it in accordance with the provisions of Clause 26.2 of this Condition.

27 SAFEGUARDING LEARNERS

- 27.1 The BSS Provider shall comply fully with SOP 12 and shall co-operate with, and provide information to, the Army Safeguarding lead as requested; to give assurance that adequate arrangements exist for Learner Safeguarding to enable the Authority and the ESFA to review Learner incidents.
- 27.2 The Business Support Provider shall ensure that the Authority's contracted Apprenticeship Service Provider representatives comply fully with the Safeguarding and Prevent Directive and all Authority and other statutory requirements for safeguarding Learners including child protection and protection of vulnerable adults.
- 27.3 The Contractor shall ensure that all staff, including the contracted Apprenticeship Service Providers' staffs, who have unsupervised direct contact with Learners have undergone enhanced Disclosure & Barring Service (DBS) checks and meet the requirements of the Government's Vetting & Barring Scheme and support the authority in ensuring annual checks are conducted across Contracted Service Provision.

28 DIVERSITY AND INCLUSION

- 28.1 The MOD and its agencies are committed to and operate a policy of equality and diversity for its entire staff and recruits.
- 28.2 The Authority, in line with the Education Inspection Framework (EIF), aims to promote equality and diversity, tackle discrimination and narrow the achievement gap. The BSS Provider shall maintain and operate equality and diversity policy and procedures.
- 28.3 The BSS Provider shall cooperate with the Authority and reinforce the achievement of these aims, including analysis of data to conform to any measures agreed between the ESFA and the Authority.

29 QUALITY ASSURANCE

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

30 PROVIDER FINANCE ASSURANCE

- 30.1 The BSS provider shall conduct regular internal Provider Finance Assurance (PFA) audits and shall ensure that the Army Apprenticeship SPs adhere to the guidance in SOP 5. On ESFA PFA matters, the Contractor shall support the Authority in meeting ESFA audit requirements.

31 ACCOUNTING PRINCIPLES

31.1 The BSS Provider shall at all times maintain a full record of particulars of the costs of conducting its business including all books of account kept in accordance with generally accepted UK accounting principles, showing in detail:

31.1.1 administrative overheads;

31.1.2 capital and revenue expenditure;

31.1.3 such other cost items as the Authority may reasonably require from time to time in order to conduct cost audits for verification of cost expenditure or estimated expenditure, for the purposes of this Contract.

32 MONITORING AND COMPLIANCE

32.1 For the purposes of ensuring compliance with this Contract the Army Apprenticeship Management Board shall be entitled to monitor the services delivered under this contract. Any concerns over the Contract performance shall be dealt with in accordance with DEFCON 530 – Dispute Resolution (English Law) utilising the process within Schedule 4 (Dispute Resolution Procedure).

32.2 The Designated Officer may inspect, or arrange for the inspection of, the delivery of the Contracted Services or any part thereof at any reasonable time during the period of the Contract. When the Authority wishes to exercise its rights of inspection under this Condition 32, the Contractor shall give to the Designated Officer and any other person nominated by the L&D Army Apprenticeships Team full and free access to the apprenticeship programme Business Support work area and records relating to the delivery of this Contract.

33 PERFORMANCE

33.1 The BSS Provider shall provide and maintain an organisation of a standard commensurate with the performance of all their obligations under the Contract (as defined in Schedules 1 to 8 inclusive) and have facilities and employees of appropriate qualifications and experience to undertake the said obligations with all due care, skill and diligence.

33.2 Only persons with appropriate qualifications and competence for the tasks on which they are engaged shall be employed by the BSS Provider under this Contract.

33.3 If the Authority considers that any service provided by the BSS Provider has not been delivered in accordance with the Contract, they shall (without prejudice to any other remedy available) require the BSS Provider to undertake rectification action as stipulated by the Authority, within an agreed period, and to the Authority's satisfaction. Such action shall be undertaken at no additional cost to the Authority.

- 33.4 If at the end of the agreed period the rectification action undertaken by the BSS Provider does not remedy the problem, the Authority shall determine whether:
- 33.4.1 the period may reasonably be extended, and progress will be reviewed again in accordance with this Clause 33.4 of this Condition; or
- 33.4.2 the BSS Provider must produce and submit to the Designated Officer a detailed Recovery Plan as per Clause 33.5 of this Condition.
- 33.5 Recovery Plan – the requirement for a Plan can be triggered by Clause 33.3 of this Condition, or by Schedule 6 (Performance Monitoring). The Plan shall detail the Business Support Services' proposals (including timescales which must be agreed with the Authority) to resolve the poor performance and restore performance in accordance with Schedule 1 (SOR) and Schedule 6 (Performance Monitoring). Notwithstanding the Authority's other contractual rights, the Authority may request the BSS Provider to propose further amendments to their proposed Recovery Plan so that it becomes acceptable to the Authority. For the avoidance of doubt, comment and discussion by the Authority on the remedial plan does not, and shall not, be interpreted as express or implied acceptance of the contents of the Recovery Plan. The responsibility remains that of the BSS Provider.
- 33.6 Implementation and progress on the actions introduced by the BSS Provider as a result of the Recovery Plan shall be reviewed at the next Working Group Management Board in accordance with the requirements of Schedule 1 (SOR).
- 33.7 If the achieved performance level remains below the required standard at the monthly review meeting following the end of the agreed timescale for the implementation of the Recovery Plan, then the Authority shall treat this as a contractual default and may apply the remedies detailed in Condition 48 (Default/Step in Rights) of this Schedule 3 (Ts & Cs) for contractual breaches caused by the BSS Provider.
- 33.8 If Clauses 33.3 to 33.7 of this Condition have been exhausted to their fullest extent, and the BSS Provider fails to deliver any of the services under the Contract to a satisfactory standard and fails at the monthly progress meeting to provide a reasonable response to the failure(s), the Authority shall be entitled to withhold payment in respect of those services, pending resolution of the unsatisfactory work. Once the residual work has been signed off by the Authority (Designated Officer) as having met the required satisfactory standard, the BSS Provider shall be entitled to claim payment for the withheld payments.

34 REPORTS & MEETINGS

- 34.1 The BSS Provider shall, as required by the Designated Officer, provide the reports detailed in Annex A (Support to Governance) to Schedule 1 (SOR).

35 ARMY APPRENTICESHIP BUSINESS SUPPORT E-PLATFORM

- 35.1 The responsibilities and duties of the BSS Provider for the Business support E-Platform are detailed in Schedule 1 (SOR).

36 DATA MANAGEMENT

- 36.1 The responsibilities and duties of the BSS Provider for data management are detailed in Schedule 1 (SOR).

37 SECURITY

- 37.1 The BSS Provider shall be required to ensure that any staff provisioned to deliver any part of the Services detailed in Schedule 1 (SOR) shall submit themselves to MOD security clearance procedures as required by the Designated Officer.
- 37.2 The BSS Provider shall comply with any reasonable security measures requested by the Authority and shall comply with extant security procedures prevalent in the establishments.
- 37.3 The BSS Provider shall provide the Authority (Designated Officer) with:
- 37.3.1 Personal details of any of the BSS Provider's Representative requiring access to the Authority site(s) (or any other Government establishment); the Authority reserves the right to refuse entry to any individuals, or to require that they be removed from an Authority site at any time without explanation;
- 37.3.2 No employee of the BSS Provider is to be allowed access to classified information or material unless prior clearance to receive information of the appropriate security classification has been authorised by the Authority's security officer, and the employee holds an appropriate level of personal security clearance.
- 37.4 The BSS Provider shall additionally be responsible for:
- 37.4.1 Ensuring that no classified material held by the BSS Provider in connection with this Contract is removed from the Establishment unless express prior permission has been given, in writing, by the Authority (Designated Officer). Similarly, no classified information stemming from lectures, discussions or other activities arising from this Contract is to be passed to any unauthorised person or anyone outside of the Contract or is to be used for any purpose outside of the Contract unless express prior permission has been given, in writing, by the Authority (Security Officer).
- 37.5 The BSS Provider shall ensure that the highest standards of privacy and confidentiality are maintained by their employees in relation to documents which bear privacy markings, whether classified or not, with which they are entrusted. The same standards of privacy and confidentiality shall be applied to information acquired orally. Unauthorised divulgence of Protected Material or information (including, for example, Reportable OFFICIAL and OFFICIAL- SENSITIVE) can damage the reputation of an individual, of the BSS Provider, of

the Authority or of the Establishment. The BSS Provider shall be aware that the Authority attaches great importance to the protection of such information.

- 37.6 The BSS Provider's Representatives working in or visiting the Establishment must display security passes issued by the Authority at all times when the employees are present on the Establishment site. Such passes shall remain the property of the Authority and shall be surrendered on demand.
- 37.7 The Authority shall be responsible for:
- 37.7.1 Issue of vehicle passes to those of the Business Support Services Representatives who have been authorised to bring vehicles into the grounds of the Establishment;
- 37.7.2 Notification and briefing of security alert states as necessary;
- 37.7.3 The provision, maintenance and checking of approved security furniture.
- 37.8 The Business Support Services' employees shall consent to the servants or officers of the Authority searching any vehicles, containers, equipment, work bags and other chattels (together "the chattels") owned by the BSS Provider and/or their employees whilst the chattels are on the Establishment and/or as a condition of their access to the Establishment. Routine checks may be carried out on any person within, entering or leaving the Establishment (and any other Government establishment), and such a person must be prepared to accept as a condition of entry the obligations to be stopped and searched and to have their vehicle(s) and chattels examined. The Authority reserves the right to deny access to, or expel from, the Establishment (and any other Government establishment) any persons who do not consent to their being searched.
- 37.9 The BSS Provider shall accept (without prejudice to any other remedies which the Authority may have) full responsibility for any loss or delay in performance of the Contract caused directly or indirectly by the expulsion of or refusal to allow entry to a BSS Provider employee and the like who does not consent to being searched.
- 37.10 In addition to the requirements of other Conditions of the Contract, security requirements or other local procedures as laid down in Establishment Standing Orders/Instructions shall be stringently enforced by the BSS Provider.
- 37.11 The BSS Provider shall appoint one of their employees as the Business Support Services' Security Officer who will be responsible, in consultation as necessary with the Authority (Designated Officer and the Garrison/Unit Security Officer) for the implementation of all security arrangements concerning the BSS Provider's Representatives together with the area(s) in which they are employed, their offices and equipment.
- 37.12 The BSS Provider shall provide the Authority (Designated Officer and Garrison/Unit Security Officer) with:
- 37.12.1 Full personal details of all of the BSS Provider's employees and visitors sponsored by the BSS Provider, and will not be permitted to introduce any such employees or

visitors to the Establishment (or any other Government establishment) until they have been given prior security clearance by the Authority; the Authority reserves the right to refuse entry to any individuals, or to require that they be removed at any time without explanation;

- 37.12.2 With the assistance of the Authority (Garrison /Unit Security Officer) as appropriate, details of all of the BSS Provider employees requiring access to classified information and materials for their work at the Establishment; no employee of the BSS Provider is to be allowed access to classified information or material unless prior clearance to receive information of the appropriate security classification has been authorised by the Authority (Garrison/Unit Security Officer).

37.13 The BSS Provider shall additionally be responsible for:

- 37.13.1 Making arrangements for their new employees to be briefed on their security responsibilities at the Establishment; they will also arrange for continuation security training of their employees as required by the Authority (Garrison/Unit Security Officer);
- 37.13.2 All classified documents, and other material held, including the library department(s);
- 37.13.3 The proper disposal or destruction of classified material held by them;
- 37.13.4 Where a post has been identified as DBS, the BSS Provider shall ensure that all personnel are DBS checked and have enhanced clearance prior to commencement of work on the contract;

38 CYBER SECURITY

- 38.1 Further to DEFCON 658, the Cyber Risk Level of the Contract is assessed as HIGH as defined in Def Stan 05-138.ref: RAR-708590836
- 38.2 The BSS Provider shall reassess the cyber security controls that they have in place every year, on the anniversary of the date of commencement of the Contract and shall inform the Authority's Designated Officer if the status of their cyber security rating changes. Where necessary, the BSS Provider shall devise and implement a Cyber Implementation Plan (CIP) to address any shortcomings in their cyber security controls.
- 38.3 Where an agreed Cyber Implementation Plan (CIP) is required, or becomes required in the course of the Contract, the BSS Provider shall provide the details of their CIP to the Authority (Pers Pol) who shall arrange for the CIP to be inserted into the Contract Documentation as a Schedule to the Contract; and the BSS Provider shall then meet the agreed timescales set out within the CIP for implementation of the necessary security controls.

39 DATA PROTECTION

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

40 CONFIDENTIALITY OF INFORMATION

- 40.1 Any and all information together with any documentation, specification or computer software and the like which contain it, and which is provided by the Authority to the BSS Provider for the purposes of the Contract (together "the information") shall be treated as received "in confidence" and used only for the purposes of the Contract.

The BSS Provider agrees that they shall not:

- 40.1.1 Copy the information in any manner;
- 40.1.2 Remove the information from the Establishment in any material form;

- 40.1.3 Disclose the information, or any part of it, to a third party or use the information for any purpose other than for the purpose of performing work for the Authority pursuant to the Contract without the express permission of either the Authority (Commercial Team) or, if appropriate, the IPR owner.
- 40.2 The restrictions and obligations set out at Clause 40.1 of this Condition shall not apply to any of the information which the BSS Provider can show to the satisfaction of the Authority (Commercial Desk Officer):
- 40.2.1 was already known to the BSS Provider prior to their examination of it at the Establishment and otherwise than by communication from the Authority;
- 40.2.2 Is rightfully received by the BSS Provider from a third party without any obligations or confidence; or
- 40.2.3 Has been generated independently by the BSS Provider prior to its being made available by the Authority pursuant to the Contract.
- 40.3 The restrictions and obligations at Clause 40.1 of this Condition shall cease to apply to any of the information, which is the subject of this Condition 40 and which, subsequent to its being made available by the Authority for examination by the BSS Provider comes into the public domain otherwise than through a breach of this Condition or any other contract.
- 40.4 Nothing in this Condition 40 or any other Condition of the Contract shall be interpreted as constituting or implying a transfer, assignment or licence of rights in any of the information made available by the Authority.
- 40.5 The BSS Provider shall at all times hereafter indemnify, and keep indemnified, the Authority in respect of any claim against the BSS Provider or the Authority arising out of the failure to discharge fully their responsibilities under this Condition 40.
- 40.6 Information deriving from, or relating to the Contract, and the services provided under the Contract, the Establishment or the Ministry of Defence as a whole may not be communicated to a third party without the prior specific permission to do so, in writing, from the Authority (Designated Officer).
- 40.7 The provisions of this Condition 40 shall survive indefinitely notwithstanding the termination of the Contract.

41 CONTROLLED INFORMATION

- 41.1 This Condition 41 shall apply in addition to and notwithstanding DEFCON 531 (Disclosure of Information) or any other confidentiality Condition of the Contract.
- 41.2 For the purposes of this Condition 41 'Controlled Information' shall mean any information in any written or tangible form which is disclosed to the BSS Provider by or on behalf of the Authority under or in connection with the Contract, and which is identified by the legend

'Controlled Information' or other approved legend notified to the BSS Provider. Controlled Information shall exclude information provided by oral communication.

41.3 The BSS Provider shall:

41.3.1 hold the Controlled Information and not use it other than for the purpose of discharging its obligations under the Contract;

41.3.2 not copy the Controlled Information except as strictly necessary for the purpose of discharging its obligations under the Contract;

41.3.3 not disclose the Controlled Information to any third party unless so authorised in writing beforehand by the Authority;

41.3.4 protect the Controlled Information diligently against unauthorised access and against loss; and,

41.3.5 act diligently to ensure that:

41.3.6 Controlled Information is disclosed to its employees only to the extent necessary for the purpose of discharging its obligations under the Contract;

41.3.7 employees to whom Controlled Information is disclosed are made aware of and required to comply with the terms of this Condition 41.

41.3.8 Where Controlled Information is provided to the BSS Provider, it shall:

41.3.9 compile a register of that Controlled Information, which shall include explicit description of the Controlled Information, a record of the number of copies made and a record of all access to the Controlled Information, including access to any copies of the Controlled Information;

41.3.10 maintain this register for the duration of the Contract and for two years following completion of the Contract;

41.3.11 make the register of access available to the Authority upon reasonable notice for inspection and audit for so long as it is required to be maintained under this Condition 41; and,

41.3.12 at the completion of the Contract, return to the Authority all original and duplicate copies of the Controlled Information, or else at the Authority's option destroy these copies and provide a certificate of destruction to the Authority.

41.4 This Condition 41 shall not diminish or extinguish any right of the BSS Provider to copy, use or disclose any other information to the extent that it can show:

- 41.4.1 that the information concerned was or has become published or publicly available for use without breach of any provision of the Contract or any other agreement between the parties;
- 41.4.2 that the information was already known to it (without restrictions on disclosure or use) prior to receiving it under or in connection with the Contract;
- 41.4.3 that the information concerned was lawfully provided by a third party without restriction on use or further disclosure; or
- 41.4.4 from its records, that the information was derived independently of the Controlled Information;
- 41.4.5 to the extent that copying use or disclosure of this other information shall not disclose its relationship to any Controlled Information.

42 INSURANCE

- 42.1 The BSS Provider will be required to maintain adequate insurance and professional indemnity cover for all of their activities in the performance of the Contract and any liabilities arising there from.
- 42.2 The Authority reserves the right, acting reasonably, to require the BSS Provider to provide evidence of the method used to affect such cover, at any time during the period of the Contract. Any such request shall not in any way constitute the Authority's approval or acceptance of either the chosen method or the extent of the cover afforded. The BSS Provider will be required to ensure that their personnel travelling overseas have appropriate medical insurance.
- 42.3 Without prejudice to the requirements of DEFCON 76, the BSS Provider shall take out and maintain insurance against their liabilities under the Contract; and when required to do so by the Authority, shall produce for inspection by the Authority documentary evidence that the insurance required by this Condition 42 has been taken out and is being maintained. This obligation is without prejudice to, and does not limit, the obligations of the BSS Provider under the Contract. In particular, inspection of documents in accordance with this Condition 42 shall not be taken as acceptance by the Authority that the insurance which the BSS Provider holds is suitable for or sufficient to meet all their liabilities under the Contract.
- 42.4 The Authority shall be at liberty, subject to the agreement of the BSS Provider and the Business Support Services' Insurers to settle any claim against the Authority or any servant of the Crown coming within the scope of the indemnities given by the BSS Provider in this Condition 42, by payment as a matter of grace of a sum to be agreed with the BSS Provider and the BSS Provider's Insurers by way of compensation, and the said indemnities shall cover any payment so made.

- 42.5 The indemnities contained in this Condition 42 shall extend to all claims which are not legally enforceable against the Crown or the Authority but would be so enforceable if the Crown were a private person or if the Authority or the servant or agent were not a representative of or in the employment of the Crown and to all sums properly payable by the Crown to or in respect of any servant of the Crown in connection with any injury or loss arising in connection with the Contract, being sums which are payable under any statute, warrant, order, scheme, regulation or condition of service, for the benefit of the servant or their family or dependants, whether or not these are enforceable against the Crown.

43 LIMITATIONS ON LIABILITY

Definitions

- 43.1 In this Condition 43 the following words and expressions shall have the meanings given to them, except where the context requires a different meaning:
- 43.1.1 **"Charges"** means any of the charges for the provision of the Services, Contractor Deliverables and the performance of any of the Contractor's other obligations under this Contract, as determined in accordance with this Contract;
- 43.1.2 **"Data Protection Legislation"** means all applicable Law in force from time to time in the UK relating to the processing of personal data and privacy, including but not limited to:
- (1) UK GDPR;
 - (2) DPA 2018; and
 - (3) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) as amended, each to the extent that it relates to the processing of personal data and privacy;
- 43.1.3 **"Default"** means any breach of the obligations of the relevant Party (including fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party, its employees, servants, agents or sub-contractors in connection with or in relation to the subject matter of this Contract and in respect of which such Party is liable to the other. In no event shall a failure or delay in the delivery of an Authority responsibility or an activity to be carried out by the Authority or its representatives in accordance with the Contract be considered a Default;
- 43.1.4 **'DPA 2018'** means the Data Protection Act 2018;
- 43.1.5 **"Law"** means any applicable law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, regulation, order, regulatory policy,

mandatory guidance or code of practice judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body.

43.1.6 “**Term**” means the period commencing on 1st December 2024 and ending 30th November 2030 or on earlier termination of this Contract.

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

Unlimited liabilities

43.2 Neither Party limits its liability for:

43.2.1 death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable);

43.2.2 fraud or fraudulent misrepresentation by it or its employees;

43.2.3 breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

43.2.4 any liability to the extent it cannot be limited or excluded by law.

43.3 The financial caps on liability set out in Clauses 43.4 and 43.5 of this Condition shall not apply to the following:

43.3.1 for any indemnity given by the Contractor to the Authority under this Contract, including but not limited to:

43.3.1.1 the Contractor's indemnity in relation to Schedule 5 (TUPE);

43.3.2 for any indemnity given by the Authority to the Contractor under this Contract, including but not limited to:

43.3.2.1 the Authority's indemnity in relation to Schedule 5 (TUPE);

43.3.3 breach by the Contractor of DEFCON 532B and Data Protection Legislation; and

43.3.4 to the extent it arises as a result of a Default by either Party, any fine or penalty incurred by the other Party pursuant to Law and any costs incurred by such other Party in defending any proceedings which result in such fine or penalty.

Financial limits

43.4 Subject to Clauses 43.2 and 43.3 of this Condition and to the maximum extent permitted by Law:

43.4.1 throughout the Term the Contractor's total liability in respect of losses that are caused by Defaults of the Contractor shall in no event exceed:

43.4.1.1 in respect of DEFCON 76 £150,000 in aggregate;

43.4.1.2 in respect of DEFCON 514 £1,500,000 in aggregate;

43.4.1.3 in respect of DEFCON 611 £10,000 in aggregate;

43.4.1.4 in respect of DEFCON 612 £0 in aggregate and;

43.4.1.5 in respect of Other £250,000 in aggregate;

43.4.2 without limiting sub-Clause 43.4.1 of this Condition and subject always to Clauses 43.2, 43.3 and sub-Clause 43.4.3 of this Condition, the Contractor's total liability throughout the Term in respect of all other liabilities, arising under warranty, under statute or otherwise under or in connection with this Contract shall be £1,910,000 in aggregate.

43.4.3 on the exercise of any and, where more than one, each option period or agreed extension to the Term, the limitation of the Contractor's total liability (in aggregate) set out in sub-Clauses 43.4.1 and 43.4.2 of this Condition shall be fully replenished such that on and from each such exercise or extension of the Term, the Authority shall be able to claim up to the full value of the limitation set out in sub-Clauses 43.4.1 and 43.4.2 of this Condition.

43.5 Subject to Clauses 43.2, 43.3 and 43.6 of this Condition, and to the maximum extent permitted by Law the Authority's total liability (in aggregate) whether in contract, in tort (including negligence), under warranty, under statute or otherwise under or in connection with this Contract shall in respect of all liabilities (taken together) be limited to the Charges paid by the Authority in the relevant Contract Year in respect of any and all claims in that Contract Year.

43.6 Clause 43.5 of this Condition shall not exclude or limit the Contractor's right under this Contract to claim for the Charges.

Consequential loss

43.7 Subject to Clauses 43.2, 43.3 and 43.8 of this Condition, neither Party shall be liable to the

other Party or to any third party, whether in contract (including under any warranty), in tort (including negligence), under statute or otherwise for or in respect of:

43.7.1 indirect loss or damage;

43.7.2 special loss or damage;

43.7.3 consequential loss or damage;

43.7.4 loss of profits (whether direct or indirect);

43.7.5 loss of turnover (whether direct or indirect);

43.7.6 loss of business opportunities (whether direct or indirect); or

43.7.7 damage to goodwill (whether direct or indirect),

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

43.8 The provisions of Clause 43.7 of this Condition shall not restrict the Authority's ability to recover any of the following losses incurred by the Authority to the extent that they arise as a result of a Default by the Contractor:

43.8.1 any additional operational and administrative costs and expenses arising from the Contractor's Default, including any costs paid or payable by the Authority:

43.8.1.1 to any third party;

43.8.1.2 for putting in place workarounds for the Contractor Deliverables and other deliverables that are reliant on the Contractor Deliverables; and

43.8.1.3 relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;

43.8.2 any or all wasted expenditure and losses incurred by the Authority arising from the Contractor's Default, including wasted management time;

43.8.3 the additional cost of procuring and maintaining in place transitional assistance and replacement deliverables for the remainder of the Term and any option period or agreed extension to the Term (including legal and other consultants' fees, re-procurement project costs, other expenses associated with such exercise and any increase in the fees for the replacement services over and above the Contract Price that would have been payable for the relevant Contractor Deliverables);

43.8.4 any losses arising in connection with the loss, destruction, corruption, inaccuracy or

degradation of Authority data, or other data or software, including, to the extent the Authority data, other data or software can be recovered or reconstituted, the fees, costs and expenses of reconstituting such Authority data, data or software;

43.8.5 damage to the Authority's physical property and tangible assets, including damage under DEFCONs 76 and 611;

43.8.6 costs, expenses and charges arising from, or any damages, account of profits or other award made for, infringement of any third-party Intellectual Property Rights or breach of any obligations of confidence;

43.8.7 any additional costs incurred by the Authority in relation to the Authority's contracts with a third party (including any compensation or interest paid to a third party by the Authority) as a result of the Default (including the extension or replacement of such contracts);

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

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

Invalidity

43.9 If any limitation or provision contained or expressly referred to in this Condition 43 is held to be invalid under any Law, it will be deemed to be omitted to that extent, and if any Party becomes liable for loss or damage to which that limitation or provision applied, that liability will be subject to the remaining limitations and provisions set out in this Condition 43.

Third party claims or losses

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

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

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

No double recovery

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

44 PUBLIC RELATIONS AND PUBLICITY

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

45 ARMY BRANDING

- 45.1 Full instructions on how the images, obtained under this Condition 45, shall be used are contained in paragraphs 9 to 24 of the 'British Army Brand Identity Instructions' (BABII) which is accessed on the Defence Brand Portal. On award of Contract the BSS Provider shall register for use of the Defence Brand Portal on <http://www.defencebrandportal.mod.uk>. Electronic versions of the permitted brands shall then be provided by the Authority once the necessary permissions have been granted.
- 45.2 The BSS Provider must not use any MOD or Corps Brands/Logos without prior written permission from the Authority (Directorate of Intellectual Property Rights)

46 CONFIDENTIALITY

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

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

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

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

47 TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT)

47.1 Where the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) is applicable to any of the Business Support Services employees, the Terms and Conditions in Schedule 5 (TUPE) shall apply.

48 DEFAULT/STEP IN RIGHTS

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

48.2 In the event that the Authority exercise Step-In Rights under Clause 48.1 of this Condition then the Authority shall use all reasonable endeavours to obtain the rendering of alternative services as economically as is possible in the prevailing circumstances.

49 DEFAULT & RECTIFICATION

49.1 The Authority's Commercial Desk Officer may, by notice in writing, summarily determine the Contract (without prejudice to its rights and remedies in respect of a breach by the BSS Provider of any of the provisions hereof) in whole or part without compensation if in the opinion of the Authority the services or facilities provided by the BSS Provider are not in all respects satisfactory and the BSS Provider shall not have provided satisfactory services or

facilities within the period as agreed between the parties, after notice has been given to the BSS Provider specifying the matters in respect of which such services or facilities are regarded as unsatisfactory and have therefore resulted in the issue of the termination notice to the BSS Provider.

- 49.2 If the BSS Provider rectifies the BSS Provider Default within the time period specified in the termination notice, the termination notice will be deemed to be revoked and the Contract will continue.
- 49.3 In the case of a termination notice specifying a BSS Provider Default which in the sole opinion of the Authority is capable of remedy the BSS Provider shall be invited to put forward a rectification programme, within ten (10) Working Days of the date of the termination notice, for remedying the BSS Provider Default (the "Rectification Programme") and detailing the timescales within which the BSS Provider shall remedy the specified BSS Provider Default. If the Rectification Programme provides for the BSS Provider to remedy the BSS Provider Default to the Authority or ESFA's satisfaction (as to which the Authority or ESFA shall be the sole judge) the Authority/ESFA shall accept the Rectification Programme and shall not be entitled to terminate the Contract (in whole or in part) in respect of the BSS Provider Default for which the Termination Notice was originally served while the BSS Provider is complying with the Rectification Programme in all material respects.
- 49.4 If, in the reasonable opinion of the Authority, the BSS Provider fails to fulfil their full Contract obligations, which shall include the requirements of Schedule 1 (SOR), the Authority may issue a notice (a "**Notified Defect Notice**") to the BSS Provider giving details of the relevant event or circumstances giving rise to the failure (a "**Notified Defect**") and, subject to Clause 49.7 of this Condition, specifying a reasonable time within which the BSS Provider must remedy the Notified Defect or take the necessary steps to ensure that it does not recur.
- 49.5 Subject to the Authority's right to take immediately such steps as it reasonably considers necessary in order to prevent, mitigate or eliminate an immediate and serious risk to health, safety, the environment, national security or to ensure the proper discharge of its statutory functions, the BSS Provider must either:
- 49.5.1 Remedy the Notified Defect or take the necessary steps to ensure that it does not recur within the period specified in the Notified Defect Notice, or
- 49.5.2 Within five (5) Working Days of the date of the Notified Defect Notice agree with the Authority (both Parties acting reasonably) an alternative period of time for rectification of the Notified Defect.
- 49.6 If the BSS Provider fails to remedy the Notified Defect or take the necessary steps to ensure that it does not recur within the time specified in the Notified Defect Notice or any

agreed alternative time period for rectification, the Authority may be step-in in respect of the Notified Defect and:

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

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

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

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

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

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

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

49.9 If the Authority exercises its step-in rights, it shall be entitled, for the period of such step-in by the Authority, to reduce the payments by such amount as is fair and reasonable to reflect the non-performance of the relevant obligations by the BSS Provider (due account being taken of any sum recoverable from the BSS Provider under Clause 49.8 of this Condition.

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

50 TERMINATION ESFA

50.1 The Authority and the BSS Provider agree that the Contract shall be regarded as terminated if, at any time during the period in which the Contract subsists, there is a

material adverse change in the amount or nature of the funding provided by ESFA, or if funding is no longer available from the ESFA or via the Defence Apprenticeship Levy account. In the event of any material adverse change or any cessation of funding, the Authority shall endeavour to provide the BSS Provider with as much notice as that provided to the Authority by the ESFA/Defence Resources.

- 50.2 In the event of termination under the provisions of Clause 50.1 of this Condition, the Authority and the BSS Provider agree that all costs of termination shall lie where they fall, and that neither the Authority nor the BSS Provider shall have any claim against the other in respect of the termination.
- 50.3 Termination under the provisions of Clause 50.1 of this Condition shall be entirely without prejudice to the rights of the Authority and the BSS Provider that have accrued under the Contract up to the date of termination.
- 50.4 Upon expiry or termination of the Contract, no liability to make payments by way of redundancy liability, wherever statutory or otherwise, shall accrue to the Authority.
- 50.5 On expiry or termination of the Contract, and following consultation with the Designated Officer, all personal information provided by the Authority or acquired by the BSS Provider during the course of the Contract must either be returned to the Authority or else destroyed in accordance with directions issued by the Authority (whereby the Authority will require proof of destruction immediately on completion of the activity) within one month of the completion/termination date of the Contract.

51 TERMINATION FOR INSOLVENCY OR CORRUPT GIFTS

Insolvency:

- 51.1 The Authority may terminate the Contract, without paying compensation to the Contractor, by giving written Notice of such termination to the Contractor at any time after any of the following events:
- 51.2 Where the Contractor is an individual or a firm:
- 51.2.1 the application by the individual or, in the case of a firm constituted under English law, any partner of the firm to the court for an interim order pursuant to Section 253 of the Insolvency Act 1986; or
- 51.2.2 the court making an interim order pursuant to Section 252 of the Insolvency Act 1986; or
- 51.2.3 the individual, the firm or, in the case of a firm constituted under English law, any partner of the firm making a composition or a scheme of arrangement with them or their creditors; or

- 51.2.4 the presentation of a petition for bankruptcy order against the individual or, in the case of a firm constituted under English law, any partner of the firm unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- 51.2.5 the court making a bankruptcy order in respect of the individual or, in the case of a firm constituted under English law, any partner of the firm; or
- 51.2.6 where the Contractor is either unable to pay their debts as they fall due or has no reasonable prospect of being able to pay debts which are not immediately payable. The Authority shall regard the Contractor as being unable to pay their debts if:
- 51.2.6.1 they have failed to comply with or to set aside a Statutory demand under Section 268 of the Insolvency Act 1986 within twenty-one (21) days of service of the Statutory Demand on them; or
 - 51.2.6.2 execution or other process to enforce a debt due under a judgement or order of the court has been returned unsatisfied in whole or in part.
- 51.2.7 the presentation of a petition for sequestration in relation to the Contractor's estates unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- 51.2.8 the court making an award of sequestration in relation to the Contractor's estates.
- Where the Contractor is a company registered in England:
- 51.2.9 the presentation of a petition for the appointment of an administrator; unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- 51.2.10 the court making an administration order in relation to the company; or
- 51.2.11 the presentation of a petition for the winding-up of the company unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- 51.2.12 the company passing a resolution that the company shall be wound-up; or
- 51.2.13 the court making an order that the company shall be wound-up; or
- 51.2.14 the appointment of a Receiver or manager or administrative Receiver.

Where the Contractor is a company registered other than in England, events occur or are

carried out which, within the jurisdiction to which they are subject, are similar in nature or effect to those specified in sub-Clauses 52.2.7 to 52.2.14 inclusive of this Condition.

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

Corrupt Gifts:

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

51.4.1.1 offer, promise or give to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;

51.4.1.2 for doing or not doing (or for having done or not having done) any act in relation to the obtaining or execution of this or any other Contract with the Crown; or

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

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

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

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

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

51.5.3 to recover from the Contractor any other loss sustained in consequence of any breach of this Condition 51, where the Contract has not been terminated.

- 51.6 In exercising its rights or remedies under this Condition 51, the Authority shall:

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

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

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

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

51.7 Recovery action taken against any person in Her Majesty's service shall be without prejudice to any recovery action taken against the Contractor pursuant to this Condition 51.

52 TERMINATION FOR CONVENIENCE

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

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

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

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

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

52.2.4 terminate on the best possible terms any subcontracts in support of the Contractor Deliverables that have not been completed, taking into account any direction given under sub-Clauses 52.2.2 and 52.2.3 of this Condition.

52.3 Where this Condition 52 applies (and subject always to the Contractor's compliance with any direction given by the Authority under Clause 52.2):

52.3.1 The Authority shall take over from the Contractor at a fair and reasonable price all

unused and undamaged materiel and any Contractor Deliverables in the course of manufacture that are:

52.3.1.1 in the possession of the Contractor at the date of termination; and

52.3.1.2 provided by or supplied to the Contractor for the performance of the Contract,

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

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

52.3.2.1 all such unused and undamaged materiel; and

52.3.2.2 Contractor Deliverables in the course of manufacture,

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

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

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

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

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

52.5 The Authority's total liability under the provisions of this Condition 52 shall be limited to the total price of the Contractor Deliverables payable under the contract (or relevant part), including any sums paid, due or becoming due to the Contractor at the date of termination.

52.6 Claims for payment under this Condition 52 shall be submitted in accordance with the Authority's direction.

53 MATERIAL BREACH

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

53.2 Where the Authority has terminated the Contract under Clause 53.1 of this Condition the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract, including but not limited to any costs and expenses incurred by the Authority in:

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

53.2.2 obtaining the Contractor Deliverable in substitution from another supplier.

54 CONSEQUENCES OF TERMINATION

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

55 DISPUTE RESOLUTION PROCEDURE

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

56 CO-OPERATION ON EXIT: AUDIT

56.1 Upon termination or natural expiry of this Contract, the BSS shall be subject to a full audit by the Authority's or their representative. The BSS shall cooperate fully with the Authority's staff and with ESFA staff in the completion of such an audit.

57 TRANSITION

57.1 In addition to Schedule 5 (TUPE), in the event of a transfer of responsibility of the Contract task from the BSS Provider at the expiry or termination of the Contract or due to the BSS Provider withdrawing from this Contract or goes into liquidation or administration, the BSS Provider shall co-operate in the transfer under arrangements to be notified to him by the Authority. If such transfer of responsibility extends beyond the Contract period, the BSS Provider shall undertake to provide, at fair and reasonable prices to be agreed in

accordance with Condition 17 (Amendments) of this Schedule 3 (Ts & Cs), any such services regarded as a "Change" as may be required arising from the transfer of responsibility always provided that such services are within the capacity of the BSS Provider Provider's organisation.

- 57.2 The transfer of responsibility shall be arranged so as to reduce to a minimum any interruption in the availability of services provided under the Contract and shall be undertaken in accordance with the agreed Transition Plan. The Transition Plan will be agreed between the BSS Provider and the Authority and formalised at Annex B to this Schedule 3 (Ts & Cs) within 3 months of Contract Award.
- 57.3 In the event the BSS Provider is no longer able to provide all the deliverables in Schedule 1 (SOR) due to, but not limited to, financial difficulties, the Authority reserves the right to temporarily request another BSS Provider to Step In to deliver the Services in Schedule 1 (SOR) while the Authority commences the re-let of this Contract. See Condition 48 (Default/Step in Rights) of this Schedule 3 (Ts & Cs) in addition. In such circumstances, the transfer of responsibility will be conducted in accordance with an agreed Transition Plan that includes the activities listed at Annex B.

58 EXIT MANAGEMENT

- 58.1 The initial exit Plan shall be drafted by the BSS Provider, agreed by both parties, and incorporated into the Contract at Annex D to this Schedule 3 (Ts & Cs) within 12 Months of the Contract Implementation Date. The Exit plan shall be reviewed annually by the BSS Provider; any changes agreed by the Authority shall be incorporated into Annex D (Exit Plan).
- 58.2 In the event that Exit is triggered, the parties shall follow the Exit Plan as detailed in Annex D (Exit Plan) to this Schedule 3.

59 REJECTION

- 59.1 The Authority may reject any output arising from the Contractor's delivery of the services (including, but not exclusively, analysis, advice, conclusions, recommendations or deliverables) of the Contract, if, in the opinion of the Authority the Contractor has failed to Provide services to the standard and quality specified in the Contract. In such circumstances the Authority will issue a notice of rejection to the Contractor within 20 days of receipt of the output.
- 59.2 When under this Condition 59 the Authority rejects any output after delivery, the Contractor shall at his own expense deliver, in the place of each and every rejected output, an output which conforms to the requirements of the Contract and shall do so within a reasonable period of time as the Authority may allow. The Authority will

determine on a case-by-case basis as to what constitutes a “reasonable” period of time and shall notify this in writing to the Contractor on each and every occasion.

59.3 If the Contractor considers himself aggrieved by a rejection under this Condition 59, they may give the Authority notice of the objection. To be effective such notice shall be given within 10 working days from receipt of notification of rejection. The objection shall constitute a dispute between the parties which, if not otherwise resolved between the parties within a reasonable time shall be dealt with in accordance with the provisions of the Contract relating to the settlement of disputes (Schedule 4).

59.4 In the event of a rejection notice being issued by the Authority (Designated Officer) in respect of the Contractor’s outputs under the Contract, the Authority may withhold part payment.

60 FACILITIES/EQUIPMENT

60.1 The Authority shall not formally issue any Government-furnished accommodation or facilities to the Contractor under this Contract. Any subsequent issue of GFA will be subject to a contract amendment under Condition 17.

60.2 In the event the Designated Officer/MOD Representative for a specific site makes accommodation available, it may be necessary for the Contractor to sign a property licence.

60.3 The Contractor shall then have use of such offices and facilities as a licensee and shall vacate the same upon natural completion of the Contract or upon earlier termination of the Contract.

60.4 Where offices, classrooms and other necessary facilities are made available to the Contractor by the Designated Officer in connection with this Contract, such accommodation and facilities shall be provided free of charge and used by the Contractor solely for the purpose of performing its obligations under this Contract. The Authority shall have free and unrestricted access to any such offices or facilities made available to the Contractor for use under this Contract.

60.5 The Designated Officer reserves the right to withdraw or amend the facilities provided, subject to prior discussion with the Contractor. In such instances the Authority will endeavour to provide alternative facilities of the same standard. The Authority offers no guarantee that facilities shall be available for the duration of the Contract.

- 60.6 Where available, the Authority shall make available to the Contractor the use of the internal military telephone network at no charge. The Contractor shall be responsible for installing and meeting the cost of any external telephone lines, including those required for the Internet. The Contractor shall be required to seek advice from the Designated Officer concerning security prior to commencement of any installation.
- 60.7 The Contractor shall be responsible for providing IT equipment and telephone equipment for use by its employees for the purposes of delivering the requirements of the Contract. The Contractor shall also be responsible for the maintenance and safety of this equipment. Any software provided by the Contractor in relation to delivering the requirements of the Contract shall be maintained by the Contractor. Any breach of software licences shall be at the Contractor's risk. The Contractor shall indemnify the Authority against any claims made by a third party in relation to any breach of software licences related to the performance of the Contract.
- 60.8 If the Contractor wishes to connect any IT equipment, whether issued to the Contractor by the Authority or purchased by the Contractor, to any Authority network, the Contractor must seek prior written authorisation from the local IT Security Officer and comply with the Authority's local Security Operating Procedures (SyOps).
- 60.9 The Contractor shall not install any unauthorised software onto any IT equipment that is or may be connected to any Authority network. Should the Contractor wish to install software onto these machines, they shall seek formal prior authorisation to do so from the local IT Security Officer.
- 60.10 The Authority requires that the Contractor implements a policy on proper use of the internet for all IT equipment in that location whether connected to an Authority network or any other network. This policy shall apply to IT equipment owned by the Authority, the Contractor or their employee.

Appendix - Addresses and Other Information

1. Commercial Officer

Name:

Address:

Email: ArmyComrcl-Procure-AAP-Mailbox@mod.gov.uk**2. Project Manager, Equipment Support Manager or PT Leader** (from whom technical information is available)

Name:

Address

3. Packaging Design Authority

Organisation & point of contact:

n/a

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

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

Branch/Name: n/a

5. Drawings/Specifications are available from

n/a

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

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

8. Public Accounting Authority

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5394

9. Consignment Instructions

The items are to be consigned as follows:
n/a

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

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

Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

B. JSCS

JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)
JSCS Fax No. 01869 256837

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

11. The Invoice Paying Authority

Ministry of Defence

☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags

Fax: 0151-242-2809

Liverpool, L2 3YL

Website is:

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

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management

PO Box 2, Building C16, C Site

Lower Arncliffe

Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

Applications via fax or email:

Leidos-FormsPublications@teamleidos.mod.uk

*** NOTE**

1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:
<https://www.kid.mod.uk/maincontent/business/commercial/index.htm>

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

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

Army Apprenticeships Standard Operating Procedures (SOP's)

SOP Number	Title	Drafting Lead	Directs BSS task	BSS to comply
1	Required Standardised Apprenticeship Paperwork	Ed Br/BSS	No	No
2	Governance	Ed Br	Yes	Yes
3	RPL	BSS	No	No
4	AGG	L&D	No	No
5	Funding Assurance Review	BSS	Yes	Yes
7	MIS	BSS	Yes	Yes
8	Apprenticeship Delivery Contract Transition Activities and Checks	BSS	Yes	Yes
11	Health & Safety Policy	No longer used	Refer to Army Health and Safety Direction	Refer to Army Health and Safety Direction
12	Army Safeguarding and Prevent Directive	Ed Br/BSS	No	Yes
14	Army Self-Assessment Report and Quality Improvement Plan	Ed Br/BSS	Yes	Yes
15	Ofsted	Ed Br/BSS	Yes	Yes
16	Application For Delivery Of Apprenticeship Standard	L&D/Ed Br	Yes ⁴	Yes
17	Quality Framework for Observing Programme Delivery	BSS	Yes	Yes
18	Functional Skills	Ed Br	Yes	Yes
20	EPA	Ed Br	No	No
21	Suspension of learners on Apprenticeship	Ed Br/Bss	No	No

⁴ BSS Cap Badge nominated points of contact will assist and advise CALs in the drafting and maintenance of the SOP16 document for each Standard within the Cap badge.

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

Annex B to Schedule 3

CONTRACT TRANSITION ACTIVITY CHECKLIST

1. The Transition Activity Checklist is to be produced by the BSS Provider and submitted to the Authority within 3 months of Contract start date.
2. The Checklist shall subsequently be reviewed annually by both parties.

Annex C to Schedule 3

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.

Data Controller	The Data Controller is the Secretary of State for Defence (the Authority). The Personal Data will be provided by: BSS receive Personal Data from employer.
Data Processor	The Data Processor is the Contractor. The Personal Data will be processed at: Military premises or the BSS offices
Data Subjects	The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects: Apprentices on the Army Apprenticeship Programme
Categories of Data	The Personal Data to be processed under the Contract concern the following categories of data: Category A - Name, DOB, Service Number. Category B - National Insurance Number, Prior academic achievement, Progress Reviews Unique Learner Number, Enlistment Date, Cap Badge, Unit. Category C - Gender, Ethnicity, SpLD Details
Special Categories of data (if appropriate)	The Personal Data to be processed under the Contract concern the following Special Categories of data: Gender, Ethnicity, Learning difficulties
Subject matter of the processing	The processing activities to be performed under the contract are as follows: Received Personal Data is used by BSS
Nature and the purposes of the Processing	The Personal Data to be processed under the Contract will be processed as follows: In accordance with Condition 36 (Data Management). In accordance with Condition 39 (Data Protection). In accordance with DEFCON 532B.
Technical and organisational measures	The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract: Secure processes for the handling of data are in place. Robust methods for the security of data on site and in transit are in place. Clear processes are in place with regards to the handling of data (who has authority to handle data and how data is to be handled). Clear procedures to be followed in the event of a security breach.
Instructions for disposal of Personal Data	The disposal instructions for the Personal Data to be processed under the Contract are as follows (where Disposal Instructions are available at the commencement of Contract): In accordance with Condition 39 (Data Protection)
Date from which Personal Data is to be processed	Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here: N/A

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

Annex D to Schedule 3EXIT PLAN**1. DEFINITIONS**

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

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

1. termination of the whole or part of this Agreement in accordance with Conditions 50-52 (Termination), except where the period of notice given under those Conditions is greater than or equal to 6 months;
2. termination of the provision of the Services for any reason prior to the expiry of any period of notice of termination served pursuant to Conditions 50-52 (Termination); or
3. wrongful termination or repudiation of this Agreement by either Party.

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

1. pursuant to Conditions 50-52 (Termination) where the period of notice given by the Party serving notice to terminate pursuant to such Condition is greater than or equal to 6 months; or
2. as a result of the expiry of the Initial Term.

2. EXIT PLAN

a. The Supplier shall, within 3 months after the Effective Date, deliver to the Authority an Exit Plan which:

- i. sets out the Supplier's proposed methodology for achieving an orderly transition of the relevant Services from the Supplier to the Authority and/or its Replacement Supplier on Partial Termination, expiry or termination of this Agreement;
- ii. complies with the requirements set out in Paragraph 2.2; and
- iii. is otherwise reasonably satisfactory to the Authority.

b. The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within 20 Working

Days of its submission, then such Dispute shall be resolved in accordance with Schedule 4 (Dispute Resolution Procedure).

- c. The Exit Plan shall set out, as a minimum:
- i. how the Exit Information is obtained;
 - ii. separate mechanisms for dealing with Ordinary Exit and Emergency Exit, the provisions relating to Emergency Exit being prepared on the assumption that the Supplier may be unable to provide the full level of assistance which is required by the provisions relating to Ordinary Exit, and in the case of Emergency Exit, provision for the supply by the Supplier of all such reasonable assistance as the Authority shall require to enable the Authority or its subcontractors to provide the Services;
 - iii. a mechanism for dealing with Partial Termination on the assumption that the Supplier will continue to provide the remaining Services under this Agreement;
 - iv. the management structure to be employed during both transfer and cessation of the Services in an Ordinary Exit and an Emergency Exit;
 - v. the management structure to be employed during the Termination Assistance Period;
 - vi. a detailed description of both the transfer and cessation processes, including a timetable, applicable in the case of an Ordinary Exit and an Emergency Exit;
 - vii. how the Services will transfer to the Replacement Supplier and/or the Authority, including details of the processes, documentation, data transfer, systems migration, security and the segregation of the Authority's technology components from any technology components operated by the Supplier or its Sub-contractors (where applicable);
 - viii. the scope of the Termination Services that may be required for the benefit of the Authority;
 - ix. a timetable and critical issues for providing the Termination Services;
 - x. any charges that would be payable for the provision of the Termination Services (calculated in accordance with the methodology that would apply if

such Services were being treated as a Contract Change), together with a capped estimate of such charges;

- xi. how the Termination Services would be provided (if required) during the Termination Assistance Period;
 - xii. procedures to deal with requests made by the Authority and/or a Replacement Supplier for Staffing Information pursuant to Schedule 5 (TUPE); and
 - xiii. how each of the issues set out in this Schedule 3 (Ts & Cs) will be addressed to facilitate the transition of the Services from the Supplier to the Replacement Supplier and/or the Authority with the aim of ensuring that there is no disruption to or degradation of the Services during the Termination Assistance Period.
- d. The Parties acknowledge that the migration of the Services from the Supplier to the Authority and/or its Replacement Supplier may be phased, such that certain of the Services are handed over before others.
- e. The Supplier shall review and (if appropriate) update the Exit Plan on a basis consistent with the principles set out in this Paragraph 2 in the first month of each Contract Year (commencing with the second Contract Year) and if requested by the Authority following the occurrence of a Financial Distress Event, within 14 days of such request, to reflect any changes in the Services that have occurred since the Exit Plan was last agreed. Following such update, the Supplier shall submit the revised Exit Plan to the Authority for review. Within 20 Working Days following submission of the revised Exit Plan, the Parties shall meet and use reasonable endeavours to agree the contents of the revised Exit Plan. If the Parties are unable to agree the contents of the revised Exit Plan within that 20 Working Day period, such dispute shall be resolved in accordance with the Dispute Resolution Procedure.

Finalisation of the Exit Plan

- f. Within 20 Working Days after service of a Termination Notice by either Party or 6 months prior to the expiry of this Agreement, the Supplier will submit for the Authority's approval the Exit Plan in a final form that could be implemented immediately. The final form of the Exit Plan shall be prepared on a basis consistent with the principles set out in this Annex D to this Schedule 3 (Ts & Cs) and shall reflect any changes in the Services that have occurred since the Exit Plan was last agreed.

- g. The Parties will meet and use their respective reasonable endeavours to agree the contents of the final form of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within 20 Working Days following its delivery to the Authority, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure. Until the agreement of the final form of the Exit Plan, the Supplier shall provide the Termination Services in accordance with the principles set out in this Schedule 3 and the last approved version of the Exit Plan (insofar as relevant).

Ministry of Defence

**Contract No:
708726451**



**THE DELIVERY OF BUSINESS SUPPORT SERVICES (BSS) FOR THE
ARMY APPRENTICESHIP PROGRAMME (AAP)**

SCHEDULE 4

DISPUTE RESOLUTION PROCEDURE

Dispute Resolution Procedure

A. PERSONNEL POLICY BRANCH DISPUTE RESOLUTION GROUP

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

B. REFERRAL TO ADJUDICATION

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

C. SELECTION OF THE ADJUDICATION PANEL

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

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

D. ADJUDICATION PROCEDURE

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

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

- f. All information, data or documentation disclosed or delivered by a Party to the Adjudicator in consequence of or in connection with their appointment as Adjudicator shall be treated as confidential. The Adjudicator shall not disclose to any person or company any such information, data or documentation and all such information, data or documentation shall remain the property of the Party disclosing or delivering the same and all copies shall be returned to such Party on completion of the Adjudicator's work.
- g. The Adjudicator is not liable for anything done or omitted in the discharge or purported discharge of their functions as Adjudicator unless the act or omission is in bad faith. Any employee or agent of the Adjudicator is similarly protected from liability.
- h. If:
 - i. either Party is dissatisfied with or otherwise wishes to challenge the Adjudicator's decision and the Dispute has a value in excess of £200K; or
 - ii. both Parties disagree unequivocally with the Adjudicator's decision,

then either Party may (within sixty (60) days of receipt of the Adjudicator's decision, where appropriate) notify the other Party of its intention to refer the dispute to arbitration. Such notification shall invite the other Party to concur in the appointment of a sole arbitrator who shall be a solicitor, barrister or arbitrator recognised by the Chartered Institute of Arbitrators of not less than 10 years' standing (the Arbitrator). If the Parties are unable within fourteen (14) days to agree the identity of the Arbitrator either Party may request the Chairman of the Chartered Institute of Arbitrators to make the appointment.

- i. The Arbitrator's decision shall be final and binding on the Parties, subject to below.
- j. If the Arbitrator's decision results in, or if implemented would result in, a proposed change to the Contract or commitment to additional or reduced expenditure or any other matter affecting the Contract the proposed change must be submitted to the BSS Provider and the Authority for approval.

E. CONTINUING WITH CONTRACT OBLIGATIONS

- a. Unless the Contract has already been terminated, the BSS Provider shall, notwithstanding the existence of any disagreement (whether or not it is deemed to be a Dispute), in every case continue to proceed with the Services and meeting the

Contract obligations, including the requirements of Schedule 1 (SOR) (except insofar as both Parties agree that it would not be in the best interests of the Contract as a whole for the BSS Provider so to continue) with all due diligence, and the Parties must continue to comply with all their obligations under the Contract, regardless of the nature of the disagreement or Dispute and notwithstanding the referral of the disagreement or Dispute for resolution according to the procedures permitted under this Schedule 4 (Dispute Resolution Procedure).

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

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

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

2. PROCEDURES

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

c. The BSS Provider and the Authority agree that:

- i. a quorum of the Pers Pol DRG consists of two of the Authority's Representatives (one of whom must be the Authority's Commercial Manager and one to be either the DO or SO) and two of the Business Support Services' Representatives (one of whom must be the Business Support Services' Commercial Manager). All of the Authority's Representatives and the BSS Provider's Representatives are authorised to attend any such meeting;
- ii. if a quorum will not be present at a particular meeting of the Pers Pol DRG must be reconvened within five (5) Working Days after the date of the inquorate meeting. The Authority and the BSS Provider must each use reasonable endeavours to ensure that all meetings are quorate;
- iii. the Chairman of the Pers Pol DRG will always be an Authority Representative;
- iv. an agenda of items to be discussed by the Pers Pol DRG must be notified to the Authority's and Business Support Services' Representatives at the time the meeting is called by the Party that called the meeting;
- v. representatives of third parties may attend the Pers Pol DRG meeting or any part thereof with the consent of any of the Authority's Representatives and the Business Support Services' Representatives such consent not to be unreasonably withheld or delayed;
- vi. for the purposes of taking minutes of the meetings the Business Support Services' Representatives shall be entitled to be accompanied by a secretarial assistant;
- vii. all meetings of the Pers Pol DRG shall be held at Andover unless the Parties agree otherwise.

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

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

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

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

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

3. COSTS

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

Ministry of Defence

**Contract No:
708726451**



**THE DELIVERY OF BUSINESS SUPPORT SERVICES (BSS) FOR THE
ARMY APPRENTICESHIP PROGRAMME (AAP)**

SCHEDULE 5

TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT)

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

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

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

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

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

(ii) the Data Protection Act 2018;

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

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

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

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

"Previous Contractor" means WBL SERVICES LTD

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

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

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

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

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

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

PREVIOUS CONTRACTOR EMPLOYEES

1.3 Employee Information

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

1.4 Obligations in respect of Previous Contractor Employees

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

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

1.5 Indemnities

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

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

2 GENERAL PROVISIONS APPLICABLE TO PREVIOUS CONTRACTOR EMPLOYEES AND CONTRACTOR PERSONNEL

2.1 Contractor Indemnity

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

2.2 Post Transfer Reporting

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

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

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

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

1. Pursuant to paragraph 1.3.1 of this Schedule 5 Part 1, the written statement of employment particulars as required by section 1 of the Employment Rights Act 1996 together with the following information (save where that information is included within that statement) will be provided to the extent it is not included within the written statement of employment particulars:
 - 1.1 Personal, Employment and Career
 - a) ~~Old~~ Age;
 - b) Security Vetting Clearance;
 - c) Job title;
 - d) Work location;
 - e) Conditioned hours of work;
 - f) Employment Status;
 - g) Details of training and operating licensing required for Statutory and Health and Safety reasons;
 - h) Details of training or sponsorship commitments;
 - i) Standard Annual leave entitlement and current leave year entitlement and record;
 - j) Annual leave reckonable service date;
 - k) Details of disciplinary or grievance proceedings taken by or against transferring employees in the last two years;
 - l) Information of any legal proceedings between employees and their employer within the previous two years or any such proceedings that the transferor has reasonable grounds to believe that an employee may bring against the transferee arising out of their employment with the transferor;
 - m) Issue of Uniform/Protective Clothing;
 - n) Working Time Directive opt-out forms; and
 - o) Date from which the latest period of continuous employment began.
 - 1.2 **Performance Appraisal**
 - a) The current year's Performance Appraisal;
 - b) Current year's training plan (if it exists); and
 - c) Performance Pay Recommendations (PPR) forms completed in the current reporting year, or where relevant, any bonus entitlements;
 - 1.3 **Superannuation and Pay**
 - a) Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken within the last two years;
 - b) Annual salary and rates of pay band/grade;

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

1.4 **Medical**

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

1.5 **Disciplinary**

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

1.6 **Further information**

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

Part B

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

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

1. **DEFINITIONS**

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

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

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

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

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

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

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

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

2. **EMPLOYMENT**

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

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

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

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

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

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

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

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

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

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

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

2.3 **Unexpected Subsequent Transferring Employees**

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

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

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

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

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

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

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

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

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

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

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

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

2.6 **General**

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

Part 3 - CONTRACTOR PERSONNEL-RELATED INFORMATION TO BE RELEASED UPON RETENDERING WHERE THE TRANSFER REGULATIONS APPLIES

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

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

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

1.1 Personal, Employment and Career

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

1.2 Superannuation and Pay

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

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

1.3 **Medical**

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

1.4 **Disciplinary**

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

1.5 **Further information**

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

Part B

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

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

PART C

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

1.7.1 Performance Appraisal

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

1.7.2 Superannuation and Pay

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

Ministry of Defence

**Contract No:
708762451**



**THE DELIVERY OF BUSINESS SUPPORT SERVICES (BSS) TO THE
ARMY APPRENTICESHIP PROGRAMME (AAP)**

SCHEDULE 6

Performance Monitoring

Key Performance Indicators (KPIs)

1. DEFINITIONS

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

Contract Management Meeting (CMM) means the terms of reference as set out at Annex B to Schedule 1 (SOR).

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

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

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

Keep In Touch (KIT) Meeting means the terms of reference as set out at Annex B to Schedule 1 (SOR).

Recovery Plan (RP) as detailed at Clause 33.5 of Schedule 3 (Ts & Cs).

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

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

Social Value KPI means the social value KPI that is agreed further to the Social Value Action Plan.

2. PERFORMANCE INDICATORS AND KEY PERFORMANCE INDICATORS

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

3. MONITORING AND REPORTING

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

4 Management Status Report

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

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

Information in respect of the period just ended

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

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

- 4.2.3 which KPI Failures remain outstanding and progress in resolving them.
- 4.2.4 the cause or likely cause of the relevant KPI Failure and the action being taken to reduce the likelihood of recurrence.
- 4.2.5 the status of any outstanding RP processes, including:
 - (a) whether or not a RP has been agreed; and
 - (b) where a RP has been agreed, a summary of the BSS Provider progress in implementing that RP.
- 4.2.6 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence.
- 4.2.7 such other details as the Authority may reasonably require from time to time.
- 4.3 The MSR shall reflect any Authority feedback and any instances of failure to provide the requirements of the contract to the standard required by the KPIs, which are either identified by the Contractor or by the Designated Officer which relate to each review period.

5. Performance Meetings

- 5.1 Each MSR that has been finalised shall then be submitted for consideration to the next relevant meeting as set out at Table 2 Annex A below.
- 5.2 As part of each meeting:
 - 5.2.1 The Authority shall inform the BSS Provider of any additional feedback received which has not been included in the MSR and which indicates that the content of the report may be inaccurate.
 - 5.2.2 The Authority and the BSS Provider shall consider and discuss the content of the MSR and any additional feedback.
 - 5.2.3 The BSS Provider shall provide any evidence of where the Authority has not met its obligations which have resulted in a failure of performance.
 - 5.2.4 The Authority and the BSS Provider shall agree any amendments to be made to the MSR.
 - 5.2.5 Following the meeting, within three (3) working days the BSS Provider shall update the MSR to reflect the agreed amendments and issue the Authority with a revised report.
 - 5.2.6 The Authority shall confirm its approval of the revised MSR.
- 5.3 The Authority reserves the right to downgrade a KPI RAG performance level following discussion at the relevant meeting.
- 5.4 The Authority shall have the final decision on whether a KPI has been rectified or not.
- 5.5 In the event of disagreement, the matter shall be dealt with in accordance with the Schedule 4 Dispute Resolution.

6 MEASURING PERFORMANCE FAILURES

6.1 Amber: Requires Improvement (RI)

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

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

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

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

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

6.1.5 For the avoidance of any doubt. Amber does not apply to KPI 1 or 3.

6.2 Red: Inadequate Threshold (IT)

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

6.2.2 The BSS Provider shall produce a RP as detailed at Clause 33.5 of Schedule 3 (Ts & Cs) within 5 Working Days.

6.2.3 The RP shall be submitted to the relevant meeting as set out at Table 2 Annex A below.

6.2.4 If the RP is agreed with the Authority, then the BSS Provider shall deliver the actions within the agreed timescales. If the plan is insufficient, then the Authority shall request a revised plan to be provided promptly and no later than 5 Working Days.

6.2.5 The BSS Provider shall carry out the RP immediately from the date on which the RP is agreed by the Parties (or such date set out in the RP), and the BSS Provider shall complete the actions set out in the RP within the agreed timescales.

6.2.6 Once a KPI is measured as Red: IT shall stay as RED on the MSR until the relevant Service is rectified (pursuant to the rectification process) to the Authority's reasonable satisfaction, at which point it will return to GREEN.

6.2.7 Where a KPI does not return to GREEN at the end of the timescales set out in the RP the matter shall be referred to a CMM where future actions will be considered.

6.2.8 The CMM shall where performance cannot be restored to GREEN apply the processes set out in Clauses 33.3-33.8 of Schedule 3 (Ts & Cs).

- Table of Key Performance Indicators

KPI Description	Rating Description			Performance Review			
	Good	Requires Improvement	Inadequate Threshold	Performance Achieved	Rating Assigned	Authority Comments	BSS comments
KPI 1 – Timely submission of Apprenticeship data. Data is submitted to the apprenticeship service and ESFA on time and in accordance with ESFA schedules and requirements.	100% of data is successfully submitted within ESFA timelines	N/A	<100% of data is successfully submitted within ESFA timelines				
KPI 2 - Resolve Data lock (DLock) errors. Errors are resolved within 1 month of notification by the ESFA.	80% or more of DLock errors resolved.	70% to 79% of DLock errors resolved.	<70% of DLock errors resolved.				
KPI 3 – Timely submission of Functional Skills (FS) return to the JPA team. Information is collated and successfully uploaded for the FS return by the 20 th day of each month.	100% of FS returns are successfully submitted on time.	N/A	<100% of FS returns are successfully submitted on time.				
KPI 4 – Timely submission of Assurance Audit Reports. Conduct Scheduled Financial and Quality Assurance Audits. Submit a Report of the findings in accordance with SOP 5.	100% of Reports successfully submitted for each Audit within 4 weeks of the scheduled Audit start date.	100% of Reports successfully submitted for each Audit within 6 weeks of the scheduled Audit start date.	<100% of Reports successfully submitted for each Audit within 6 weeks of the scheduled Audit start date.				

Table of KPI Data Requirements

KPI	Data Produced By	Reporting Frequency	Review Period and Meeting
KPI 1 – Timely submission of Apprenticeship data.	BSS Provider	Monthly	Quarterly by Ed Branch.
KPI 2 - Resolve Data lock (DLock) errors.	BSS Provider	Monthly	Quarterly by Ed Branch.
KPI 3 – Timely submission of Functional Skills (FS) return to the JPA team.	BSS Provider	Monthly	Quarterly by Ed Branch
KPI 4 – Timely submission of Assurance Audit Reports.	BSS Provider	Monthly	Quarterly by Ed Branch

Publishable Performance Information - Key Performance Indicator Data Report (i.a.w. Condition 9 of Schedule 3 (Ts & Cs) for Contract No: 708726451

KPI Description*	Rating Thresholds	Frequency of Measurement	Quarter and Year*	Average for Reporting Period	Rating*	Comment*
<p>KPI 1 – Timely submission of Apprenticeship data.</p> <p>Data is submitted to the apprenticeship service and ESFA on time and in accordance with ESFA schedules and requirements.</p>	<p>Good</p> <p>100% of data is successfully submitted within ESFA timelines</p>	Monthly	[Contractor to insert the relevant Quarter and Year for the period being reported on.]	[Contractor to insert the average Rating for the period being reported. This should show the actual performance achieved during the period. The format must be consistent with 'Rating Thresholds'.]	[Contractor to insert the Rating for the period being reported. The Rating must correspond to the appropriate 'Rating Thresholds'.]	[Contractor to insert a comment as appropriate]
	<p>Requires Improvement</p> <p>N/A</p>					
	<p>Inadequate Threshold</p> <p><100% of data is successfully submitted within ESFA timelines</p>					

OFFICIAL SENSITIVE COMMERCIAL

KPI Description*	Rating Thresholds	Frequency of Measurement	Quarter and Year*	Average for Reporting Period	Rating*	Comment*
<p>KPI 2 - Resolve Data lock (DLock) errors.</p> <p>Errors are resolved within 1 month of notification by the ESFA.</p>	<p>Good</p> <p>80% or more of DLock errors resolved within 1 month.</p>	Monthly	[Contractor to insert the relevant Quarter and Year for the period being reported on.]	[Contractor to insert the average Rating for the period being reported. This should show the actual performance achieved during the period. The format must be consistent with 'Rating Thresholds'.]	[Contractor to insert the Rating for the period being reported. The Rating must correspond to the appropriate 'Rating Thresholds'.]	[Contractor to insert a comment as appropriate]
	<p>Requires Improvement</p> <p>70% to 79% of DLock errors resolved within 1 month.</p>					
	<p>Inadequate Threshold</p> <p>80% or more of DLock errors resolved within 1 month.</p>					
<p>KPI 4 - Conduct the Financial and Quality assurance audits and submit the finding in accordance with the agreed schedule 100% of the time in accordance with SOP 5.</p>	<p>Good</p> <p>100% of Reports successfully submitted for each Audit within 4 weeks of the scheduled Audit start date.</p>	Monthly	[Contractor to insert the relevant Quarter and Year for the period being reported on.]	[Contractor to insert the average Rating for the period being reported. This should show the actual performance achieved	[Contractor to insert the Rating for the period being reported. The Rating must correspond to the appropriate 'Rating Thresholds'.]	[Contractor to insert a comment as appropriate]

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	Requires Improvement 100% of Reports successfully submitted for each Audit within 6 weeks of the scheduled Audit start date.			during the period. The format must be consistent with 'Rating Thresholds'.]		
	Inadequate Threshold <100% of Reports successfully submitted for each Audit within 6 weeks of the scheduled Audit start date.					

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

Ministry of Defence

**Contract No:
708762451**



**THE DELIVERY OF BUSINESS SUPPORT SERVICES (BSS) FOR THE
ARMY APPRENTICESHIP PROGRAMME (AAP)**

SCHEDULE 7

SERVICE DELIVERY PLAN (TECHNICAL TENDER RESPONSE)

The Delivery of Business Support Services (BSS) for the Army Apprenticeship Programme (AAP)

Redacted- Commercial sensitive