

## Schedule 20 – Security Aspects Letter



Ministry  
of Defence

de&s

Operations Manager: [REDACTED]  
Maritime Combat Systems, Communications &  
Situational Awareness  
[REDACTED]

22 July 2022

Our Reference: ACES & AGSS SAL

### ITN CONTRACT NUMBER & TITLE: 701580392 - In-Service Support (ISS) to CSA Ground Power Equipment (ACES & AGSS).

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

ASPECTS	CLASSIFICATION
SOW	[REDACTED]
Interface Control Document	[REDACTED]
Platform Surveys/Case studies/Report	[REDACTED]
Drawings/Schematics	[REDACTED]
AGSS Cable Equipment	[REDACTED]

3. Your attention is drawn to the provisions of the Official Secrets Act 1911-1989 in general, and specifically to the provisions of Section 2 of the Official Secrets Act 1911 (as amended by the Act of 1989). In particular you should take all reasonable steps to make sure that all individuals employed on any work in connection with this Contract have notice of the above specified aspects and that the aforementioned statutory provisions apply to them and will continue to apply after completion or earlier termination of the contract

4. Will you please confirm that:

- a. This definition of the classified aspects of the referenced Contract has been brought to the attention of the person directly responsible for security of classified material.
- b. The definition is fully understood.
- c. Measures can, and will, be taken to safeguard the classified aspects identified herein in accordance with applicable national laws and regulations. [The requirement and obligations set out above and in any contractual document can and will be met and

that the classified information shall be protected in accordance with applicable national laws and regulations.]

d. All employees of the company who will have access to classified information have either signed the OSA Declaration Form in duplicate and one copy is retained by the Company Security Officer or have otherwise been informed that the provisions of the OSA apply to all classified information and assets associated with this contract.

5. If you have any difficulty either in interpreting this definition of the classified aspects or in safeguarding them, will you please let me know immediately.

6. Classified Information associated with this Contract must not be published or communicated to anyone without the approval of the MOD Contracting Authority.

7. Any access to classified information or assets on MOD premises that may be needed will be subject to MOD security regulations under the direction of the MOD Project Officer in accordance with DEFCON 76.

Yours  
faithfull  
y

Copy  
via email to:  
ISAC-Group (MULTIUSER)  
SPO DSR-IIPCSy (MULTIUSER)  
ISS Des-DAIS-SRAAcc4-IA

**UK OFFICIAL AND UK OFFICIAL-SENSITIVE CONTRACTUAL SECURITY CONDITIONS**

**Purpose**

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

**Definitions**

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

**Security Grading**

4. The SENSITIVE caveat is used to denote UK OFFICIAL material that is of a particular sensitivity and where there is a need to reinforce the 'need to know'. The Security Aspects Letter, issued by the Authority shall define the UK OFFICIAL-SENSITIVE material that is provided to the Contractor, or which is to be developed by it, under this Contract. The Contractor shall mark all UK OFFICIAL and UK OFFICIAL-SENSITIVE documents which it originates or copies during the Contract with the applicable security grading.

**Security Conditions**

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

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

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

7. Once the Contract has been awarded, where Contractors are required to store or process UK MOD classified information electronically, they are required to register the IT system onto the Defence Assurance Risk Tool (DART). Details on the registration process can be found in the 'Industry Security Notices (ISN)' on Gov.UK website. ISNs 2017/01, 04 and 06, Defence Condition 658 and Defence Standard 05-138 details the DART registration, IT security accreditation processes, risk assessment/management and Cyber security requirements which can be found in the following links:

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

8. All UK classified material including documents, media and other assets must be physically secured to prevent unauthorised access. When not in use UK OFFICIAL and UK OFFICIAL-SENSITIVE material shall be handled with care to prevent loss or inappropriate access. As a minimum UK OFFICIAL-SENSITIVE material shall be stored under lock and key and shall be placed in a lockable room, cabinets, drawers or safe and the keys/combinations shall be subject to a level of control.

9. Disclosure of UK OFFICIAL and UK OFFICIAL-SENSITIVE material must be strictly controlled in accordance with the "need to know" principle. Except with the written consent of the Authority, the Contractor shall not disclose the Contract or any provision thereof to any person other than to a person directly employed by the Contractor or sub-Contractor.

10. Except with the consent in writing of the Authority the Contractor shall not make use of the Contract or any information issued or provided by or on behalf of the Authority otherwise than for the purpose of the Contract, and, same as provided for in paragraph 8 above, the Contractor shall not make use of any article or part thereof similar to the articles for any other purpose.

11. Subject to any intellectual property rights of third parties, nothing in this Security Condition shall restrict the Contractor from using any specifications, plans, drawings and other documents generated outside of this Contract.

12. Any samples, patterns, specifications, plans, drawings or any other documents issued by or on behalf of the Authority for the purposes of the Contract remain the property of the Authority and must be returned on completion of the Contract or, if directed by the Authority, destroyed in accordance with paragraph 34.

### **Access**

13. Access to UK OFFICIAL and UK OFFICIAL-SENSITIVE material shall be confined to those individuals who have a "need-to-know", have been made aware of the requirement to protect the information and whose access is essential for the purpose of their duties.

14. The Contractor shall ensure that all individuals requiring access to UK OFFICIAL-SENSITIVE information have undergone basic recruitment checks. This should include establishing proof of identity; confirming that they satisfy all legal requirements for employment by the Contractor; and verification of their employment record. Criminal record checks should also be undertaken where permissible under national/local laws and regulations. This is in keeping with the core principles set out in the UK Government (HMG) Baseline Personnel Security Standard (BPSS) which can be found at:

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/714002/HMG\\_Baseline\\_Personnel\\_Security\\_Standard\\_-\\_May\\_2018.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/714002/HMG_Baseline_Personnel_Security_Standard_-_May_2018.pdf)

### **Hard Copy Distribution**

15. UK OFFICIAL and UK OFFICIAL-SENSITIVE documents may be distributed, both within and outside Contractor premises in such a way as to make sure that no unauthorised person has access. It may be sent by ordinary post in a single envelope. The words UK OFFICIAL or UK OFFICIAL-SENSITIVE must not appear on the envelope. The envelope must bear a stamp

or marking that clearly indicates the full address of the office from which it was sent. Commercial Couriers may be used.

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

### **Electronic Communication and Telephony and Facsimile Services**

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

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

Details of the CPA scheme are available at:

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

18. Exceptionally, in urgent cases UK OFFICIAL-SENSITIVE information may be emailed unencrypted over the internet where there is a strong business need to do so, but only with the prior approval of the Authority. However, it shall only be sent when it is known that the recipient has been made aware of and can comply with the requirements of these Security Conditions and subject to any explicit limitations that the Authority require. Such limitations including any regarding publication, further circulation or other handling instructions shall be clearly identified in the email sent with the material.

19. UK OFFICIAL information may be discussed on fixed and mobile telephones with persons located both within the country of the Contractor and overseas. UK OFFICIAL-SENSITIVE information may be discussed on fixed and mobile telephones only where there is a strong business need to do so and only with the prior approval of the Authority.

20. UK OFFICIAL information may be faxed to recipients located both within the country of the Contractor and overseas, however UK OFFICIAL-SENSITIVE information may be transmitted only where there is a strong business case to do so and only with the prior approval of the Authority.

### **Use of Information Systems**

21. The detailed functions that must be provided by an IT system to satisfy the minimum requirements cannot all be described here in specific detail; it is for the implementers to identify possible means of attack and ensure proportionate security mitigations are applied to prevent a successful attack.

22. The Contractor should ensure **10 Steps to Cyber Security** (Link below) is applied in a proportionate manner for each IT and communications system storing, processing or generating UK OFFICIAL or UK OFFICIAL-SENSITIVE information. The Contractor should ensure competent personnel apply 10 Steps to Cyber Security.

<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>.

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

24. Within the framework of the 10 Steps to Cyber Security, the following describes the minimum security requirements for processing and accessing UK OFFICIAL-SENSITIVE information on IT systems.

a. Access. Physical access to all hardware elements of the IT system is to be strictly controlled. The principle of "*least privilege*" will be applied to System Administrators. Users of the IT System (Administrators) should not conduct 'standard' User functions using their privileged accounts.

b. Identification and Authentication (ID&A). All systems are to have the following functionality:

- (1). Up-to-date lists of authorised users.
- (2). Positive identification of all users at the start of each processing session.

c. Passwords. Passwords are part of most ID&A security measures. Passwords are to be "*strong*" using an appropriate method to achieve this, e.g. including numeric and "*special*" characters (if permitted by the system) as well as alphabetic characters.

d. Internal Access Control. All systems are to have internal Access Controls to prevent unauthorised users from accessing or modifying the data.

e. Data Transmission. Unless the Authority authorises otherwise, UK OFFICIAL-SENSITIVE information may only be transmitted or accessed electronically (e.g. point to point computer links) via a public network like the Internet, using a CPA product or equivalent as described in paragraph 16 above.

f. Security Accounting and Audit. Security relevant events fall into two categories, namely legitimate events and violations.

(1). The following events shall always be recorded:

- (a) All log on attempts whether successful or failed,
- (b) Log off (including time out where applicable),
- (c) The creation, deletion or alteration of access rights and privileges,
- (d) The creation, deletion or alteration of passwords.

(2). For each of the events listed above, the following information is to be recorded:

- (a) Type of event,
- (b) User ID,
- (c) Date & Time,
- (d) Device ID.

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

g. Integrity & Availability. The following supporting measures are to be implemented:

- (1). Provide general protection against normally foreseeable accidents/mishaps and known recurrent problems (e.g. viruses and power supply variations),
- (2). Defined Business Contingency Plan,
- (3). Data backup with local storage,
- (4). Anti-Virus Software (Implementation, with updates, of an acceptable industry standard Anti-virus software),
- (5). Operating systems, applications and firmware should be supported,
- (6). Patching of Operating Systems and Applications used are to be in line with the manufacturers recommended schedule. If patches cannot be applied an understanding of the resulting risk will be documented.

h. Logon Banners. Wherever possible, a "Logon Banner" will be provided to summarise the requirements for access to a system which may be needed to institute legal action in case of any breach occurring. A suggested format for the text (depending on national legal requirements) could be:

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

i. Unattended Terminals. Users are to be automatically logged off the system if their terminals have been inactive for some predetermined period of time, or systems must activate a password protected screen saver after 15 minutes of inactivity, to prevent an attacker making use of an unattended terminal.

j. Internet Connections. Computer systems must not be connected direct to the Internet or "un-trusted" systems unless protected by a firewall (a software based personal firewall is the minimum but risk assessment and management must be used to identify whether this is sufficient).

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

## **Laptops**

25. Laptops holding any UK OFFICIAL-SENSITIVE information shall be encrypted using a CPA product or equivalent as described in paragraph 17 above.

26. Unencrypted laptops and drives containing personal data are not to be taken outside of secure sites<sup>1</sup>. For the avoidance of doubt the term "drives" includes all removable, recordable media e.g. memory sticks, compact flash, recordable optical media (CDs and DVDs), floppy discs and external hard drives.

27. Any token, touch memory device or password(s) associated with the encryption package is to be kept separate from the machine whenever the machine is not in use, left unattended or in transit.

28. Portable CIS devices holding the Authorities' data are not to be left unattended in any public location. They are not to be left unattended in any motor vehicles either in view or in the boot or luggage compartment at any time. When the vehicle is being driven the CIS is to be secured out of sight in the glove compartment, boot or luggage compartment as appropriate to deter opportunist theft.

## **Loss and Incident Reporting**

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<sup>1</sup> Secure Sites are defined as either Government premises or a secured office on the contractor premises.

29. The Contractor shall immediately report any loss or otherwise compromise of any OFFICIAL or OFFICIAL-SENSITIVE material to the Authority. In addition any loss or otherwise compromise of any UK MOD owned, processed or UK MOD Contractor generated UK OFFICIAL or UK OFFICIAL-SENSITIVE material is to be immediately reported to the UK MOD Defence Industry Warning, Advice and Reporting Point (WARP), within the Joint Security Co-ordination Centre (JSyCC) below. This will assist the JSyCC in formulating a formal information security reporting process and the management of any associated risks, impact analysis and upward reporting to the UK MOD's Chief Information Officer (CIO) and, as appropriate, the Contractor concerned. The UK MOD WARP will also advise the Contractor what further action is required to be undertaken.

**JSyCC WARP Contact Details**

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

RLI Email: [defencewarp@modnet.rli.uk](mailto:defencewarp@modnet.rli.uk) (MULTIUSER)

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

JSyCC Out of hours Duty Officer: +44 (0) 7768 558863

Mail: JSyCC Defence Industry WARP

X007 Bazalgette Pavilion,

RAF Wyton, HUNTINGDON, Cambridgeshire, PE28 2EA.

30. Reporting instructions for any security incidents involving MOD classified material can be found in Industry Security Notice 2017/03 as may be subsequently updated at:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/651683/ISN\\_2017-03 - Reporting of Security Incidents.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/651683/ISN_2017-03_-_Reporting_of_Security_Incidents.pdf)

**Sub-Contracts**

31. Where the Contractor wishes to sub-contract any elements of a Contract to sub-Contractors within its own country or to Contractors located in the UK such sub-contracts will be notified to the Contracting Authority. The Contractor shall ensure that these Security Conditions are incorporated within the sub-contract document.

32. The prior approval of the Authority shall be obtained should the Contractor wish to sub-contract any UK OFFICIAL-SENSITIVE elements of the Contract to a sub-Contractor facility located in another (third party) country. The first page of Appendix 5 (MOD Form 1686 (F1686) of the GovS 007 Security Contractual Process chapter is to be used for seeking such approval. The MOD Form 1686 can be found at Appendix 5 at:

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/710891/2018 May Contractual process.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/710891/2018_May_Contractual_process.pdf)

33. If the sub-contract is approved, the Contractor will flow down the Security Conditions in line with paragraph 31 above to the sub-Contractor. Contractors located overseas may seek further advice and/or assistance from the Authority with regards the completion of F1686.

34. The Contractor shall not place any subcontract or order involving the design or development of equipment required under this Contract without the prior written consent of the Authority. Unless otherwise agreed, such consent will be conditional on the proposed subcontractor concluding a direct agreement with the Authority in the form set out in Schedule 26 to the Contract. Wherever possible the request for approval should be accompanied by two copies of the agreement signed by the subcontractor. If, in any case the Contractor is unable to comply with this condition he shall report the matter to the Authority's Commercial Manager and await further instructions before placing the subcontract or order.

## **Publicity Material**

35. Contractors wishing to release any publicity material or display assets that arises from a Contract to which these Security Conditions apply must seek the prior approval of the Authority. Publicity material includes open publication in the Contractor's publicity literature or website or through the media; displays at exhibitions in any country; lectures or symposia; scientific or technical papers, or any other occasion where members of the general public may have access to the information even if organised or sponsored by the UK Government

## **Physical Destruction**

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

## **Interpretation/Guidance**

37. Advice regarding the interpretation of the above requirements should be sought from the Authority.

38. Further requirements, advice and guidance for the protection of UK classified information at the level of UK OFFICIAL-SENSITIVE may be found in Industry Security Notices at:

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

## **Audit**

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

## Schedule 21 – Contract Data Requirements

DEFFORM 315

### Contract Data Requirements

CDR Serial No.	General Description of Data Deliverable
1	Operating Data
2	Technical Data and Drawings (Manufacture) - MRI
3	Maintenance Data
4	Authority Approved Modifications to Design Data – Update to MRI
5	Technical Data and Drawings (Repair/Maintenance)

### CONTRACT DATA REQUIREMENT

1. <u>ITN/Contract Number</u>  701580392	2. <u>CDR Number</u>  01	3. <u>Data Category</u>  Operating Data	4. <u>Contract Delivery Date</u>  As per Contract Schedule
5. <u>Equipment/Equipment Subsystem Description</u>  All equipment to be covered shall be in accordance with Schedule 9 – Statement of Work to the Contract.		6. <u>General Description of Data Deliverable</u>  Operating Data  Publications Standards:  Def Stan 02-40 – ‘Requirements for the Preparation of Technical Publications (Cat 2)’  Part 1 ‘System and Equipment Publications’.	

<p>7. <u>Purpose for which data is required</u></p> <p>In-service support.</p> <p>Operation – to allow end users to operate the specified Ground Power equipment.</p>	<p>8. <u>Intellectual Property Rights</u></p> <p>a. <u>Applicable DEFCONs</u></p> <p>DEFCON 16 (Edn 06/21) – Repair and maintenance Information.</p> <p>DEFCON 21 (Edn 06/21) – Retention of records.</p> <p>b. <u>Special IP Conditions</u></p> <p>Nil</p>
<p>9. <u>Update/Further Submission Requirements</u></p> <p>When changes arise.</p>	
<p>10. <u>Medium of Delivery</u></p> <p>Hard Copy</p> <p>Soft Copy – MS Office 2010 compatible and printable format, able to be hosted on Authority IT system. Also on CD.</p>	<p>11. <u>Number of Copies</u></p> <p>As directed by the Authority Operations Manager (AOM)</p> <p>As directed by the Authority Operations Manager (AOM)</p>

### CONTRACT DATA REQUIREMENT

<p>1. <u>ITN/Contract Number</u></p> <p>701580392</p>	<p>2. <u>CDR Number</u></p> <p>02</p>	<p>3. <u>Data Category</u></p> <p>Technical data and Drawing Pack (Manufacture) - MRI</p>	<p>4. <u>Contract Delivery Date</u></p> <p>As per Contract Schedule</p>
<p>5. <u>Equipment/Equipment Subsystem Description</u></p> <p>All equipment to be covered shall be in accordance with Schedule 9 – Statement of Work to the Contract.</p>		<p>6. <u>General Description of Data Deliverable</u></p> <p>Technical data and Drawing Pack (Manufacture) – Master Record Index (MRI), Including: Certificate of Design, Design Substantiation Reports (design information/ records), Safety Certification and Safety Assurance records.</p> <p>Publication Standard:</p> <p>MOD Guidelines For Industry (GFI) No 10</p> <p>Annex C to Part B – UK Data Item Description For Manufacturing Data Pack (UK DID MDP) Issue 2/98.</p>	
<p>7. <u>Purpose for which data is required</u></p> <p>Design Configuration Control:</p> <p>To assure Authority control of the equipment design and interfaces.</p> <p>Interface Control:</p> <p>To define the relevant interfaces to enable Articles to interface or cooperate with other equipments and to use the resultant interfaces for the purposes of designing.</p>		<p>8. <u>Intellectual Property Rights</u></p> <p>a. <u>Applicable DEFCONs</u></p> <p>DEFCON 15 (Edn 06/21) – Design Rights and Rights to Use Design Information.</p> <p>DEFCON 21 (Edn 06/21) – Retention of records</p> <p>b. <u>Special IP Conditions</u></p> <p>Nil</p>	

developing and manufacturing other such equipment.	
<b>9. <u>Update/Further Submission Requirements</u></b> When changes arise.	
<b>10. <u>Medium of Delivery</u></b>  Hard Copy  Soft Copy – MS Office 2010 compatible and printable format, able to be hosted on Authority IT system. Also on CD.	<b>11. <u>Number of Copies</u></b>  As directed by the Authority Operations Manager (AOM)  As directed by the Authority Operations Manager (AOM)

### CONTRACT DATA REQUIREMENT

<b>1. <u>ITN/Contract Number</u></b>  701580392	<b>2. <u>CDR Number</u></b>  03	<b>3. <u>Data Category</u></b>  Maintenance Data	<b>4. <u>Contract Delivery Date</u></b>  As per Contract Schedule
<b>5. <u>Equipment/Equipment Subsystem Description</u></b>		<b>6. <u>General Description of Data Deliverable</u></b>  Maintenance Data	

<p>All equipment to be covered shall be in accordance with Schedule 9 – Statement of Work to the Contract.</p>	<p>Publications Standards:</p> <p>Def Stan 02-40 – ‘Requirements for the Preparation of Technical Publications (Cat 2)’</p> <p>Part 1 ‘System and Equipment Publications’</p> <p>Part 3 ‘Engineering Manuals’.</p>
<p>7. <u>Purpose for which data is required</u></p> <p>Replacement Supply, Installation and Subsequent In-service Support:</p> <p>To provide on-board end user instructions for preventative and corrective maintenance and repair.</p>	<p>8. <u>Intellectual Property Rights</u></p> <p>a. <u>Applicable DEFCONs</u></p> <p>DEFCON 16 (Edn 06/21) – Repair and maintenance Information.</p> <p>DEFCON 21 (Edn 06/21) – Retention of records.</p> <p>b. <u>Special IP Conditions</u></p> <p>Nil</p>
<p>9. <u>Update/Further Submission Requirements</u></p> <p>When changes arise.</p>	
<p>10. <u>Medium of Delivery</u></p>	<p>11. <u>Number of Copies</u></p>

Hard Copy	As directed by the Authority Operations Manager (AOM)
Soft Copy – MS Office 2010 compatible and printable format, able to be hosted on Authority IT system. Also on CD.	As directed by the Authority Operations Manager (AOM)

### CONTRACT DATA REQUIREMENT

1. <u>ITN/Contract Number</u>  701580392	2. <u>CDR Number</u>  04	3. <u>Data Category</u>  Authority Approved Modifications to Design Data (update to MRI)	4. <u>Contract Delivery Date</u>  As per Contract Schedule
5. <u>Equipment/Equipment Subsystem Description</u>  All equipment to be covered shall be in accordance with Schedule 9 – Statement of Work to the Contract.		6. <u>General Description of Data Deliverable</u>  Authority Approved Modifications to Design Data (update to Master Record Index [MRI])  Publications Standards:  Def Stan 02-40 – 'Requirements for the Preparation of Technical Publications (Cat 2)'  Part 1 'System and Equipment Publications'	
7. <u>Purpose for which data is required</u>		8. <u>Intellectual Property Rights</u>	

<p>Assure Authority Control of Design Configuration.</p> <p>Monitoring and Evaluation:</p> <p>To provide data on design solution and installation instructions.</p>	<p>a. <u>Applicable DEFCONs</u></p> <p>DEFCON 15 (Edn 06/21) – Design Rights and Rights to Use Design Information.</p> <p>DEFCON 21 (Edn 06/21) – Retention of records</p> <p>b. <u>Special IP Conditions</u></p> <p>Nil</p>
<p>9. <u>Update/Further Submission Requirements</u></p> <p>When changes arise.</p>	
<p>10. <u>Medium of Delivery</u></p> <p>Hard Copy</p> <p>Soft Copy – MS Office 2010 compatible and printable format, able to be hosted on Authority IT system. Also on CD.</p>	<p>11. <u>Number of Copies</u></p> <p>As directed by the Authority Operations Manager (AOM)</p> <p>As directed by the Authority Operations Manager (AOM)</p>

## CONTRACT DATA REQUIREMENT

1. <u>ITN/Contract Number</u>  701580392	2. <u>CDR Number</u>  05	3. <u>Data Category</u>  Technical Data and Drawings (Repair/Maintenance)	4. <u>Contract Delivery Date</u>  As per Contract Schedule
5. <u>Equipment/Equipment Subsystem Description</u>  All equipment to be covered shall be in accordance with Schedule 9 – Statement of Work to the Contract.		6. <u>General Description of Data Deliverable</u>  Technical data and Drawings (Repair/Maintenance)  Publication Standard: MOD Guidelines For Industry (GFI) No 10 Annex C to Part B – UK Data Item Description For Manufacturing Data Pack (UK DID MDP) Issue 2/98.	
7. <u>Purpose for which data is required</u>  In-service Support  To provide technical data to enable understanding of the equipment/system architecture for on-going support, repair and maintenance.		8. <u>Intellectual Property Rights</u>  a. <u>Applicable DEFCONs</u>  DEFCON 16 (Edn 06/21) – Repair and maintenance Information.  DEFCON 21 (Edn 06/21) – Retention of records.	

	<p>b. <u>Special IP Conditions</u></p> <p>Nil</p>
<p>9. <u>Update/Further Submission Requirements</u></p> <p>When changes arise.</p>	
<p>10. <u>Medium of Delivery</u></p> <p>Hard Copy</p> <p>Soft Copy – MS Office 2010 compatible and printable format, able to be hosted on Authority IT system. Also on CD.</p>	<p>11. <u>Number of Copies</u></p> <p>As directed by the Authority Operations Manager (AOM)</p> <p>As directed by the Authority Operations Manager (AOM)</p>

**Schedule 22 – DEFFORM 532**

**DEFFORM 532**

**Personal Data Particulars**

**DEFFORM 532**

Edn 10/19

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

<b>Data Controller</b>	<p>The Data Controller is the Secretary of State for Defence (the Authority).</p> <p>The Personal Data will be provided by: The Maritime Combat Systems Communication and Situational Awareness Team MOD Abbey Wood [REDACTED]</p> <p>AND: [REDACTED]</p> <p>The point of contact for matters of personal data shall be the Authority's Commercial Officer, as detailed in Schedule 3 of the Contract Conditions.</p>
<b>Data Processor</b>	<p>The Data Processor is the Contractor.</p> <p>The Personal Data will be processed at: [Contractor address to be inserted]</p> <p>AND: [contractor address to be inserted]</p> <p>AND: Any other location, be it fixed or temporary, where the Contractor is required to process personal data in the course of fulfilling his obligations under the Contract.</p> <p>The point of contact for matters of personal data shall be the Contractor's Project Manager, as detailed in Schedule 3 of the Contract Conditions.</p>
<b>Data Subjects</b>	<p>The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects:</p> <p>Her Majesty's Civil Servants (including non-MOD personnel and professional service subcontractors); personnel of Her Majesty's Armed Forces; the Authority's suppliers; the Contractor's Sub-Contractors; and any other party or individual whose data may be held on an Authority system that the Contractor has access to.</p>
<b>Categories of Data</b>	<p>The Personal Data to be processed under the Contract concern the following categories of data: Names, addresses, telephone numbers, email</p>

	addresses, details of operational involvement, details of place of work, details of security clearance, details of sickness, details of private or family life.
<b>Special Categories of data (if appropriate)</b>	The Personal Data to be processed under the Contract concern the following Special Categories of data:  <b>NOT USED</b>
<b>Subject matter of the processing</b>	The processing activities to be performed under the contract are as follows:  Activities associated to In-Service Support of RN ACES & AGSS in accordance with Schedule 9 – Statement of Work of Contract.
<b>Nature and the purposes of the Processing</b>	The Personal Data to be processed under the Contract will be processed as follows:  The data will be processed through: Collection, recording, storage, retrieval, use, disclosure by transmission, dissemination or otherwise making available, erasure or destruction of data (whether by automated means or not) For the purposes of: Effective communication with the Authority, performance of contractual obligations, meeting obligations under GDPR (or other statutory obligations).
<b>Technical and organisational measures</b>	The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract:  The Contractor shall ensure that his and his subcontractor's premises are equipped with lockable cabinets, drawers, or other such receptacles that are sufficiently resilient to deny unauthorised access to Hard Copy documentation or other information stored physically. The Contractor shall ensure that his and his subcontractor's computer systems (both hardware and software) are encrypted, or otherwise protected to the extent that is necessary to secure Personal Data that is held or processed from unauthorised access. This must at the very least meet the requirements of the Cyber Security Risk Profile, as detailed in Annex A to Def Stan 05-138, deemed to be VERY LOW in relation to this Contract. The Contractor shall ensure that his and his subcontractor's personnel have undergone sufficient background tests, whether that be through the Disclosure and Barring Service, or United Kingdom Security Vetting, as may be appropriate for their exposure to Personal Data under the Contract.  Where necessary, Personal Data shall be anonymised.

<b>Instructions for disposal of Personal Data</b>	<p>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):</p> <p>Personal Data is to be retained, securely, for as long as is reasonably necessary to facilitate the performance of the Contract, or as may be required for the purposes of maintaining adequate and complete records in accordance with GDPR and any other legislative or contractual obligations. The definition of 'securely' will vary depending on the medium in which the Data is held. This may include but is not limited to storage in locked cabinets or drawers (when in hard copy), or on an encrypted USB, CD, or computer system (including email) when in soft copy. The Contractor must satisfy itself and the Authority of its compliance to any obligations. Hard copy Data is to be disposed of by shredding and/or burning, depending on the Contractor's standard practice. Soft copy Data is to be disposed of by purging it from whatever storage medium it was held in - specifically ensuring that it cannot be recovered from within that system. For the avoidance of doubt, email addresses kept either on printed emails, or stored within the memory of an email application (e.g. Outlook), will be considered to have been 'retained'.</p>
<b>Date from which Personal Data is to be processed</b>	<p>Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here:</p> <p><b>NOT USED</b></p>

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

## Schedule 23 – Deliverables

### Deliverables

#### Deliverables Note

This matrix is intended to provide an overview of the parties' contractual obligations to assist with contract management. It does not form part of the contract and should not be relied upon to aid interpretation of the contract. In the event of any conflict, inconsistency or discrepancy between this matrix and the contract, the terms of the contract shall take precedence.

#### Contract Specific Deliverables

For the full list of Contract Specific Deliverables, see Schedule 9 to the Contract (Statement of Work), page 31.

#### Supplier Contractual Deliverables

##### Supplier Contractual Deliverables

Name	Description	Due	Responsible Party
Obligation Condition 5.b - Notice of inconsistency between contract documents	If either Party becomes aware of any inconsistency within or between Contractual documents they shall notify the other Party forthwith		Supplier Organization
Obligation Condition 18.a - Contractors Records (reminder)	maintain all records in connection with the Contract for a period of at least six (6) years		Supplier Organization
Obligation DEFCON 21 (Edn 10/04) Clause - 3a - Maintenance of Deliverables (reminder)	To maintain at least one copy of all deliverable information to which DEFCON 21 applies during the period of the Contract and for at least two years after the Contract, or period as may be specified in the contract.		Supplier Organization
Obligation DEFCON 91 (Edn 11/06) Clause - 5b - Software as required	A copy of the Software as is required for performance of obligations to be retained.		Supplier Organization
Obligation Condition 20.a - Attendance at Progress Meetings	attend progress meetings at the frequency or times specified in the contract		Supplier Organization
Obligation Condition 20.b - Progress Reports	submit progress reports at the times and in the format specified in the contract		Supplier Organization
Obligation Condition 16.a - Change of Control of Contractor	Written Notification of any intended, planned or actual change in control of the Contractor, including any Sub-contractors.		Supplier Organization
Obligation Condition 16.b - Notification of Concern due to Change of Control	advise the Contractor in writing of any concerns due to Change of Control		Supplier Organization
Obligation Condition 23.e, 24.a, and 24.c - Safety Data Sheet	provide a Safety Data Sheet in respect of each Dangerous/Hazardous Material or substance supplied or deliverable containing such.		Supplier Organization
Obligation Condition 23.f.(6) And Condition 23.g.(1).(b) -	"All SPIS, new or modified, shall be uploaded by the on to SPIN. where the Supplier is the PDA		Supplier Organization

Documents relating to design of new MLP Packaging	and registered a list of all SPIS which have been prepared or revised against the Contract; and a copy of all new / revised SPIS, complete with all continuation sheets and associated drawings shall be provided for upload"		
Obligation Condition 24.d - Schedule 6 hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements	a completed Schedule 6 (Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements)		Supplier Organization
Obligation Condition - Compliance with hazard reporting requirements for materials or substances are ordnance, munitions or explosives	in addition to the requirements of CHIP and / or the CLP Regulation 1272/2008 and REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.		Supplier Organization
Obligation Condition 25.c - Source of Timber and Wood	If requested Evidence that the Timber and Wood-Derived Products supplied to the Authority comply with the requirements of clause 25.a or 25.b or both.		Supplier Organization
Obligation Condition 26.a - Certificate of Conformity	Provide a Certificate of Conformity and any applicable Quality Plan		Supplier Organization
Obligation Condition 36.c - Payment	no later than 30 days from receipt of valid undisputed invoice		Supplier Organization
Obligation Condition 37.c - Notification of applicable VAT	Notification of VAT liability or changes to it		Supplier Organization
Obligation Condition 42.c.(2) - Post notification of Termination	List of Unused and undamaged materiel; contractor deliverables in the course of manufacture.		Supplier Organization
Obligation Clause Condition 42.f - Subcontract Termination	inclusion of Termination clause in subcontracts over £250,000		Supplier Organization
Obligation Condition 1.c.(2) - Notification of litigation	Notification of; Litigation, arbitration, administrative, adjudication or mediation proceedings against itself or a Subcontractor		Supplier Organization
Obligation Condition 1.c.(4) - Notification of Winding-up	Notice of any proceedings or steps taken for its winding-up or dissolution or for the appointment of a receiver, administrator, liquidator,		Supplier Organization

## Buyer Contractual Deliverables

### Buyer Contractual Deliverables

Name	Description	Due	Responsible Party
Obligation Condition 8.c - Change in Authority Representatives	Written confirmation of any change to the Authorities Representatives		Buyer Organization
Obligation Condition 14.f.(6) - Use of confidentiality agreement	Disclosure of Information on a confidential basis shall be subject to a confidentiality agreement containing terms no less stringent than those placed on the Authority		Buyer Organization
Obligation Condition 33.a 33.i - Import Export Licence Information	sufficient information, certification, documentation and other reasonable assistance to obtain necessary UK import/export licence or to facilitate the granting of export/import licences or authorisations by a foreign Government		Buyer Organization
Obligation Condition 33.l - Notification of restrictions in use due to non-UK licence	If all or any part of the Contractor Deliverables are subject to Clause 33.k(1) or 33.k(2), it shall notify the Authority of this as soon as reasonably practicable		Buyer Organization
Obligation Condition 36.a - Register on CP&F	provide details for registration on CP&F		Buyer Organization
Obligation Condition 42.a - Termination	Written notice of Termination of part or whole of contract		Buyer Organization
Obligation Condition 5.b - Notice of inconsistency between contract documents	If either Party becomes aware of any inconsistency within or between Contractual documents they shall notify the other Party forthwith		Buyer Organization

Schedule 24

TRANSFER REGULATIONS

EMPLOYEE TRANSFER ARRANGEMENTS ON EXIT

1. DEFINITIONS

1.1 In this Schedule 24, words and terms defined in Schedule 1 (Definitions) of the Contract shall have the meaning ascribed to them in Schedule 1 (Definitions) of the Contract.

1.2 Without prejudice to Schedule 1 (Definitions) of the Contract unless the context otherwise requires:

"DPA" means Data Protection Act 1998 as amended or replaced from time to time;

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

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

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

"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 [X] 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 this Schedule 24 (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 this Schedule 24 (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 Paragraphs 2.1.1 and 2.1.2 of this Schedule are subject to the Contractor's obligations in respect of the DPA 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 DPA 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 2.1.4, 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.
- 2.1.5 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 or 2.1.5 of this Schedule 24.
- 2.1.6 The Authority may at any time prior to the period set out in paragraph 2.1.5 of this Schedule 24 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 he has or should have transferred to the Authority and/or New Provider by virtue of the Transfer Regulations, the Party receiving the claim or allegation shall notify the other Party (or the Contractor shall notify the Authority on the Sub-Contractor's behalf and the Authority shall notify the Contractor on the New Provider's behalf) in writing as soon as reasonably practicable and no later than ten Business Days after receiving notification of the Unexpected 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 his 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 24 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.

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

1. Pursuant to paragraph 2.1.1(b) of this Schedule 24, the following information will be provided:
  - a) The total number of individual employees (including any employees of Sub-Contractors) that are currently engaged, assigned or employed in providing the Services and who may therefore be transferred. Alternatively the Contractor should provide information why any of their employees or those of their Sub-Contractors will not transfer;
  - b) The total number of posts or proportion of posts expressed as a full-time equivalent value that currently undertakes the work that is to transfer;
  - c) The preceding 12 months total pay costs – (Pay, benefits employee/employer ERNIC and Overtime);
  - d) Total redundancy liability including any enhanced contractual payments;
2. In respect of those employees included in the total at 1(a), the following information:
  - a) Age (not date of Birth);
  - b) Employment Status (i.e. Fixed Term, Casual, Permanent);
  - c) Length of current period of continuous employment (in years, months) and notice entitlement;
  - d) Weekly conditioned hours of attendance (gross);
  - e) Standard Annual Holiday Entitlement (not "in year" holiday entitlement that may contain carry over or deficit from previous leave years);
  - f) Pension Scheme Membership;
  - g) Pension and redundancy liability information;
  - h) Annual Salary;
  - i) Details of any regular overtime commitments (these may be weekly, monthly or annual commitments for which staff may receive an overtime payment);
  - j) Details of attendance patterns that attract enhanced rates of pay or allowances;
  - k) Regular/recurring allowances;
  - l) Outstanding financial claims arising from employment (i.e. season ticket loans, transfer grants);
3. The information to be provided under this Appendix 1 should not identify an individual employee by name or other unique personal identifier unless such information is being provided 28 days prior to the Subsequent Transfer Date.

4. The Contractor will provide (and will procure that the Sub-Contractors provide) the Authority/tenderers with access to the Contractor's and Sub-Contractor's general employment terms and conditions applicable to those employees identified at paragraph 1(a) of this Appendix 1.

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

**Part A**

1. Pursuant to paragraph 2.1.2 of this Schedule 24, 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 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 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) 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 Disability Discrimination Act 1995 or 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 as a School Governor; and
- d) Information about any maternity or other statutory leave or other absence from work.

#### **Part B**

1.7 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.

## **Schedule 25 – Design Rights and Patents (Sub-Contractor's Agreement)**

### **Ministry of Defence**

## **Design Rights and Patents (Sub-Contractor's Agreement)**

### **Notes for Guidance**

1. This note has been devised as an aid to the completion of DEFFORM 177.
2. This top sheet is to be detached before inclusion of the Agreement in a Contract or before submission to a sub-contractor.
3. In a draft for typing it will normally only be necessary to give instructions as follows: (although, if the Typing Pool is not one which is dedicated to Contracts work under the "Glasgow System" it will be necessary to attach a copy of DEFFORM 177).  
Use a DEFFORM 177 and insert:
  - a.\* the date of the Agreement;
  - b.\* the sub-contractor's full name;
  - c.\* the sub-contractor's registered address;
  - d. paragraph 1 - the full name of the main Contractor;
  - e. paragraph 1 - the Contract number of the main contract;
  - f. paragraph 1 - the description of the equipment being designed and developed under the main contract as shown on the Schedule of the Contract;
  - g.\* First Schedule - List of items appropriate to the sub-contract in question (the sub-contractor may insert these themselves if necessary);
  - h. Second Schedule - List of the relevant Intellectual Property Rights conditions applicable to the Contract (i.e. DEFCONs 14, 15, 15A, 90, 91 and 126 etc.).
4. It will also be necessary to amend the references to "design and development" should the subject Contract be a Feasibility Study, Project Definition etc.
5. Similarly, as DEFFORM 177 is a drafting form, no references to the DEFFORM should appear in the Contract. This will require:
  - a. the deletion of the legend "DEFFORM 177 (Edn / )";
  - b. that any references required in the Contract should refer to "the Agreement in the form set out in Annex ..... to the Contract".
6. Two copies of the DEFFORM should be signed by a responsible officer on behalf of the sub-contractor and both of these should be returned for signature by the MOD representative. One copy is for the sub-contractor to retain, and the other is for retention by the Contracts Branch.

\*N.B. This information will not necessarily be available at the drafting stage.



appearing and the Sub-Contractor has signified their willingness to enter into such an agreement.

NOW THIS AGREEMENT made in consideration of the premises and of the rights and liabilities hereunder mutually granted and undertaken WITNESSETH AND IT IS HEREBY AGREED AND DECLARED as follows:-

1. The Sub-Contractor and the Secretary of State hereby agree to be bound to each other by the provisions of the Conditions as set out in the Second Schedule hereto.
2. No extension alteration or variation in the terms of the sub-contract between the main contractor and the sub-contractor and no other agreement between the main contractor and the sub-contractor relating to the work to be done under the sub-contract or any modification now or hereafter made thereto shall prejudice the operation of this Agreement which shall in all respects apply to the sub-contract as so extended altered varied supplemented or modified as if such extension alteration variation supplementation or modification had been originally provided for in the sub-contract and the expression "the sub-contract items" shall have effect accordingly.

IN WITNESS whereof the parties hereto have set their hands the day and years first before written

Signed on behalf of  
the Sub-Contractor

(in capacity of )

Signed on behalf of  
The Secretary of  
State for Defence

THE FIRST SCHEDULE

The Sub-Contract Items are:-

---

THE SECOND SCHEDULE

The Clauses which apply to this Agreement are:-

To be

inserted as

appropriate

except that:

- (i) Where "the Contractor" is stated "the Sub-Contractor" shall be substituted.
- (ii) Where "the Authority" is stated "the Secretary of State" shall be substituted.
- (iii) Where "Contract" is stated "sub-contract" shall be substituted.
- (iv) Where "sub-contractor" is stated "further sub-contractor" shall be substituted.
- (v) Where "sub-contract" is stated "further sub-contract" shall be substituted.

701580392

Ground  
Power

Contract Number: 701580392

## Compliance Matrix - Technical Requirements (Statement of Work)

SOW Serial Number	Requirement Heading	Compliance Status		Compliance Reference (Location)
		Fully Compliant	Non-Compliant	
CORE SUPPORT REQUIREMENTS				
1 Project Management & Resources				
5.1.1	Project Management			
5.1.2	Project Management Plan			
5.1.3	Foreign Export Control			
5.2.1	Risk Management			
5.2.2	Joint Risk Register			
5.3.1	Personnel			
5.3.2	Non-UK			
5.10.1	Retain, Maintain & Issue Service Documentation			
5.10.2	Drawings			
5.10.3	Design Changes Updates and Modifications			
5.10.4	NATO Codification Documentation			
5.15.1	Monthly Performance Management Report			
5.15.2	Quarterly Performance Management Reports			
5.15.3	Annual (4th Quarter) Performance Management Report			
5.15.4	Helpdesk Records			
5.15.5	Red Flag Notice			
5.16.1	Contract Start-Up Meeting			
5.16.2	Quarterly/Annual Progress Meetings			
5.16.3	Quarterly / Annual Progress Meeting (QPM) Calling Notice including Agenda			
5.16.4	Progress Meeting Action Log			
5.16.5	Annual Progress Review Meetings			

<b>2 Quality &amp; Safety Management</b>			
5.4.1	Quality Management System (QMS)		
5.4.2	Quality Accreditation		
5.4.3	Quality Management Plan		
5.4.4	Quality Management		
5.4.5	Quality Management - Quality Control/Inspection Records		
5.4.6	Quality Assurance		
5.5.1	Safety Management		
5.5.2	Safety and Environmental Case Report (SECR) Management		
5.5.3	Project Safety & Environmental Committee (PSEC)		
5.6.1	Security Management		
5.6.2	Security Aspects Letter		
5.7.1	Configuration Management System		
5.7.2	Configuration Management Plan		
5.7.3	Configuration Management		
5.7.4	Configuration Management of Documentation		
5.7.5	Configuration Status Records		
5.11.1	Software Management		
5.11.2	Software Internal Management Plan Compliance		
5.11.3	Software Updates Compliance		
5.11.4	Software Management Plan		
5.11.5	Software Interfaces		
5.11.6	SIO (Software Issuing Organisation)		
<b>3 Technical Support</b>			
5.8.1	Waterfront Engineering Services		
5.8.2	Equipment Support Helpdesk		
5.9.1	Spares & Repairs Management		
5.9.2	Spares Management		
5.9.3	Survey Management		

5.9.4	Repairs Management		
5.9.5	Requests For Quotes (RFQ)		
5.9.6	Visit Reports		
5.13.1	Maintenance and Repair of Reference Equipment		
5.13.2	Preventative and Corrective Maintenance		
5.13.3	Reference Equipment Spares		
5.13.4	MOD Access		
5.14.1	Equipment Support Database		
5.14.2	Review Maintenance		
<b>4 Obsolescence Management</b>			
5.12.1.	Obsolescence Management		
5.12.2.	Obsolescence Management Plan		
<b>5 Non-Core Support</b>			
6.1.1	Supplementary Tasks		
6.1.2	Tasking		
6.1.3	Tasking Approval Forms		
6.1.4	Tasking - Investigations and Repairs outside Working Hours		
6.1.5	CONDO / Transportation for Attendance at sea		
6.1.6	Modifications		
<b>6 Contract Deliverables</b>			
7.1	Contract Deliverables		

SOW Serial Numbers	Requirement Heading	Confidence Status (Good - G, Satisfactory - S Concerns - C Unacceptable - U)	Confidence Characteristics	Evidence Requirement
<b>1.3.1 Project Management &amp; Resources</b>				
5.1	Project Management	100 - Good 70 - Satisfactory 30 - Concerns 0 - Unacceptable	<p><b>Scoring Guidance:</b></p> <p>100 - Good: Is Technically accurate, detailed and robust, and credible evidence is provided to demonstrate that the proposed solution meets the required standard set out in the Statement of Work to Schedule 9 to the ITN. Evidence is provided against all of the Evidence Requirement criteria stated for the question, demonstrates a good understanding and is at the standard required to meet the required level of confidence either in detail or design.</p> <p>70 - Satisfactory: Evidence is provided against all Evidence Requirement criteria stated and is adequately detailed, demonstrating an adequate understanding. Provides sufficient detail to demonstrate that the proposed solution meets the required standard set out in the Statement of Work to Schedule 9 to the ITN.</p> <p>30 - Concerns: The evidence provided in the Tenderer's response fails to meet all or some of the Evidence Requirement criteria. The limited detail or evidence provided does not demonstrate that the proposed solution meets the required standard set out in the Statement of Work to Schedule 9 to the ITN.</p> <p>0 - Unacceptable: There is no detail or evidence provided in the Tenderer's response and therefore does not demonstrate that the proposed solution meets the required standard set out in the Statement of Work to Schedule 9 to the ITN.</p>	<p>Please provide evidence of your ability to Project Manage the In-Service Support (ISS) and Through Life Management (TLM) of the equipment. This should include reference to any supporting management plans and reports that would assist delivery.</p> <p>- Tenderers shall provide a draft Project Management Plan (PMP). The PMP shall establish the Tenderer's understanding of the challenge and how they intend to deliver the key project milestones. The Tenderer shall consider all the elements of the contract from this ITN, as defined in the Statement of Work (SoW), while complying with the Authority's Contract Terms &amp; Conditions.</p> <p>- The Tenderer shall provide a draft Foreign Export Control Plan iaw Def Stan 81-41 and Def Stan 05-132.</p> <p>- Tenderers shall provide a draft Joint Risk Register, establishing the Tenderer's understanding of the risks associated with this ITN and the mitigations they will put in place. The identified risks and opportunities across all criteria, have been captured, scored, mitigated and are provided with fall-back plans.</p> <p>- The Tenderer has identified an installation and commissioning team that is resourced to deliver the programme of work and has identified Suitably Qualified and Experienced Personnel (SOEP) levels for Key Roles through the life of the project to successfully deliver the Authority's installation and commissioning requirements.</p>
5.2	Risk Management			
5.3	Personnel			
5.10	Documentation			
5.15	Reporting			
5.16	Meetings			
<b>1.3.2 Technical Support</b>				
5.8	Technical Support	100 - Good 70 - Satisfactory 30 - Concerns 0 - Unacceptable	<p><b>Scoring Guidance:</b></p> <p>100 - Good: Is Technically accurate, detailed and robust, and credible evidence is provided to demonstrate that the proposed solution meets the required standard set out in the Statement of Work to Schedule 9 to the ITN. Evidence is provided against all of the Evidence Requirement criteria stated for the question, demonstrates a good understanding and is at the standard required to meet the required level of confidence either in detail or design.</p> <p>70 - Satisfactory: Evidence is provided against all Evidence Requirement criteria stated and is adequately detailed, demonstrating an adequate understanding. Provides sufficient detail to demonstrate that the proposed solution meets the required standard set out in the Statement of Work to Schedule 9 to the ITN.</p> <p>30 - Concerns: The evidence provided in the Tenderer's response fails to meet all or some of the Evidence Requirement criteria. The limited detail or evidence provided does not demonstrate that the proposed solution meets the required standard set out in the Statement of Work to Schedule 9 to the ITN.</p>	<p>Please provide details of the Potential Provider's technical ability to perform the contract, including details of the technical support, the suppliers ability and process to providing spares and repairs provisioning, reference equipment management and maintenance management.</p> <p>- Tenderers shall detail how they will ensure advice is provided by the Equipment support facility shall respond to queries relating to technical information, operational defects, safety (S2022 investigations) and general operation of the equipment.</p> <p>- The Tenderer shows evidence that security of supply risks has been identified and will be managed effectively.</p> <p>- The Tenderer shows evidence of their ability to manage spares, repairs, surveys, Requests For Quotes and visit reports.</p> <p>- The Tenderer shows evidence that Reference Equipment will be managed iaw Def Stan 05-99.</p> <p>- The Tenderer shows evidence of supply chain management systems and processes to</p>
5.9	Spares Provisioning & Repairs Process Management			
5.13	Reference Equipment Management			

5.14	Maintenance Management		<p>0 - Unacceptable: There is no detail or evidence provided in the Tenderer's response and therefore does not demonstrate that the proposed solution meets the required standard set out in the Statement of Work to Schedule 9 to the ITN.</p>	<p>ensure performance and their ability to secure firm price costings against inventory items for the duration of the contract.</p> <p>- The Tenderer shall provide a draft Obsolescence Management Plan, compliant with IEC 62402:2019 (Obsolescence Management – Application Guide), detailing how they will manage the obsolescence of any equipment and the mitigation and solution planning, including life-time stock buys and Fit/Form/Function replacements.</p>	
<b>1.3.3 Non-Core Support</b>					
6.1	Supplementary Tasks - Activities covered by a TAF	<p>100 - Good</p> <p>70 - Satisfactory</p> <p>30 - Concerns</p> <p>0 - Unacceptable</p>	<p>Scoring Guidance:</p> <p>100 - Good: Is Technically accurate, detailed and robust, and credible evidence is provided to demonstrate that the proposed solution meets the required standard set out in the Statement of Work to Schedule 9 to the ITN. Evidence is provided against all of the Evidence Requirement criteria stated for the question, demonstrates a good understanding and is at the standard required to meet the required level of confidence either in detail or design.</p> <p>70 - Satisfactory: Evidence is provided against all Evidence Requirement criteria stated and is adequately detailed, demonstrating an adequate understanding. Provides sufficient detail to demonstrate that the proposed solution meets the required standard set out in the Statement of Work to Schedule 9 to the ITN.</p> <p>30 - Concerns: The evidence provided in the Tenderer's response fails to meet all or some of the Evidence Requirement criteria. The limited detail or evidence provided does not demonstrate that the proposed solution meets the required standard set out in the Statement of Work to Schedule 9 to the ITN.</p> <p>0 - Unacceptable: There is no detail or evidence provided in the Tenderer's response and therefore does not demonstrate that the proposed solution meets the required standard set out in the Statement of Work to Schedule 9 to the ITN.</p>	<p>Please demonstrate how you will manage supplementary tasks and other non core activities within this In-Service Support Contract.</p> <p>- The Tenderer shows evidence of their ability to provide in-depth defect investigations, design studies, modifications, defect diagnosis and repair onboard, ad-hoc training and meetings and transportation for attendance offshore iaw DEFCON 697.</p>	
<b>1.4.1 Quality</b>					
5.4	Quality Management	<p>100 - Good</p> <p>70 - Satisfactory</p> <p>30 - Concerns</p> <p>0 - Unacceptable</p>	<p>Scoring Guidance:</p> <p>100 - Good: Is Technically accurate, detailed and robust, and credible evidence is provided to demonstrate that the proposed solution meets the required standard set out in the Statement of Work to Schedule 9 to the ITN. Evidence is provided against all of the Evidence Requirement criteria stated for the question, demonstrates a good understanding and is at the standard required to meet the required level of confidence either in detail or design.</p> <p>70 - Satisfactory: Evidence is provided against all Evidence Requirement criteria stated and is adequately detailed, demonstrating an adequate understanding. Provides sufficient detail to demonstrate that the proposed solution meets the required standard set out in the Statement of Work to Schedule 9 to the ITN.</p> <p>30 - Concerns: The evidence provided in the Tenderer's response fails to meet all or some of the Evidence Requirement criteria. The limited detail or evidence provided does not demonstrate that the proposed solution meets the required standard set out in the Statement of Work to Schedule 9 to the ITN.</p>	<p>Please provide details of the potential provider's measures to ensure Quality and Security providing examples of recognised quality management certification or quality management systems in accordance with the standards and procedures identified in the Statement of Work.</p> <p>- The Tenderer shall provide a draft Quality Management Plan, to include the details of the organisation, the standards, specifications, processes and procedures relevant to the Contract. This shall demonstrate certification to ISO 9001:2015 and be iaw AQAP 2110 (NATO Quality Assurance Requirements for Design, Development and Production) and AQAP 2105.</p> <p>- The Tenderer shall specify how they intend to manage compliance with security requirements within the Government Functional Standards (Section GovS 007:Security).</p> <p>- The Tenderer shall provide a draft Configuration Management Plan to detail how this will be managed for the contract iaw Def Stan 05-057 (Configuration Management of Defence Material) and Def Stan 02-041 (Requirements for Configuration Management of Surface</p>	
5.6	Security Management				
5.7	Configuration Management				

5.10	Documentation	0 - Unacceptable	0 - Unacceptable: There is no detail or evidence provided in the Tenderer's response and therefore does not demonstrate that the proposed solution meets the required standard set out in the Statement of Work to Schedule 9 to the ITN.	Ships). - The Tenderer shall provide a draft Software Management Plan iaw AQAP 2210, DEFCON 91 and Def Stan 21-088.
5.11	Software Management			
1.5.1 Safety				
5.5	Safety & Environmental Management	100 - Good 70 - Satisfactory 30 - Concerns 0 - Unacceptable	<p>Scoring Guidance:</p> <p>100 - Good: Is Technically accurate, detailed and robust, and credible evidence is provided to demonstrate that the proposed solution meets the required standard set out in the Statement of Work to Schedule 9 to the ITN. Evidence is provided against all of the Evidence Requirement criteria stated for the question, demonstrates a good understanding and is at the standard required to meet the required level of confidence either in detail or design.</p> <p>70 - Satisfactory: Evidence is provided against all Evidence Requirement criteria stated and is adequately detailed, demonstrating an adequate understanding. Provides sufficient detail to demonstrate that the proposed solution meets the required standard set out in the Statement of Work to Schedule 9 to the ITN.</p> <p>30 - Concerns: The evidence provided in the Tenderer's response fails to meet all or some of the Evidence Requirement criteria. The limited detail or evidence provided does not demonstrate that the proposed solution meets the required standard set out in the Statement of Work to Schedule 9 to the ITN.</p> <p>0 - Unacceptable: There is no detail or evidence provided in the Tenderer's response and therefore does not demonstrate that the proposed solution meets the required standard set out in the Statement of Work to Schedule 9 to the ITN.</p>	<p>Please provide details of the potential provider's measures to ensure Safety providing examples safety and environmental management systems in accordance with the standards and procedures identified in the Statement of Work.</p> <p>- The Tenderer shall provide a draft Safety and Environmental Management Plan detailing the safety work to be undertaken on the contract iaw Def Stan 00-056 (Safety Management Requirements for Defence Systems), Def Stan 00-055 (Safety Programmable elements) and Def Stan 00-051 (Environmental Management Requirements for Defence Systems).</p>

## Ground Power Calculation Sheet

Year	Core Requirement	Spares	Repairs - Strip & Survey	Repairs - Repair	Rates	Total
Year 1	0	0	0	0	0	0
Year 2	0	0	0	0	0	0
Year 3	0	0	0	0	0	0
Year 4	0	0	0	0	0	0
Year 5	0	0	0	0	0	0
Total	0	0	0	0	0	0

### Key

Year 1 - 29 Dec 2022 to 28 Dec 2023

Year 2 - 29 Dec 2023 to 28 Dec 2024

Year 3 - 29 Dec 2024 to 28 Dec 2025

Year 4 - 29 Dec 2025 to 28 Dec 2026

Year 5 - 29 Dec 2026 to 28 Dec 2027

Schedule 11 – Core Payment Plan

701580392 - PAYMENT PLAN FOR WORK PERFORMED UNDER CONTRACT ITEM 1 – Provision of Core Services (to be completed by Contractor)

Year 1 29/12/2022 - 28/12/2023	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
Quarterly Payment					0
Year 2 29/12/2023 - 28/12/2024	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
Quarterly Payment					0
Year 3 29/12/2024 - 28/12/2025	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
Quarterly Payment					0
Year 4 29/12/2025 - 28/12/2026	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
Quarterly Payment					0
Year 5 29/12/2026 - 28/12/2027	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
Quarterly Payment					0

Schedule 11 – Core Payment Plan

701580392 - PAYMENT PLAN FOR WORK PERFORMED UNDER CONTRACT ITEM 5 – Provision of Contract Option Core Services (to be completed by Contractor)

Contract Option 1 [REDACTED] Year 1 29/12/2024 - 28/12/2025	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Quarterly Payment				
Contract Option 1 [REDACTED] Year 2 29/12/2025 - 28/12/2026	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Quarterly Payment				
Contract Option 1 [REDACTED] Year 3 29/12/2026 - 28/12/2027	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Quarterly Payment				

Schedule 11 – Core Payment Plan

701580392 - PAYMENT PLAN FOR WORK PERFORMED UNDER CONTRACT ITEM 5 – Provision of Contract Option Core Services (to be completed by Contractor)

Contract Option 2 [REDACTED] Year 1 29/12/2025 - 28/12/2026	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Quarterly Payment				
Contract Option 2 [REDACTED] Year 2 29/12/2026 - 28/12/2027	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Quarterly Payment				

## Schedule 15 – Rates

**FIRM CHARGING RATES FOR WORK PERFORMED UNDER CONTRACT ITEM 4 (NON-CORE TASKING)**

Labour Rates including any sub-contractor rates

The following firm hourly labour rates, including and sub-contractor rates, inclusive of overheads and profit will apply for tasks performed under Contract SoR Item 4:

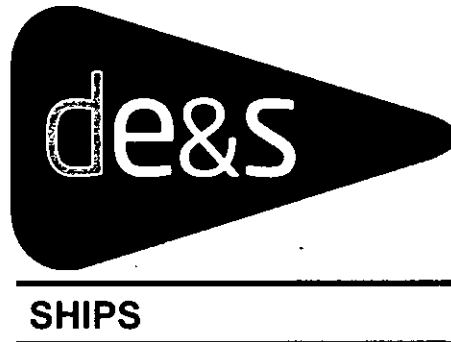
Labour Group	Year 1 (£) FIRM PRICE	Year 1 Year x Estimated Hrs (£)	Year 2 (£) FIRM PRICE	Year 2 Year x Estimated Hrs (£)	Year 3 (£) FIRM PRICE	Year 3 Year x Estimated Hrs (£)	Year 4 (£) FIRM PRICE	Year 4 Year x Estimated Hrs (£)	Year 5 (£) FIRM PRICE	Year 5 Year x Estimated Hrs (£)	Total
Production Engineer		0		0		0		0		0	0
Engineer - Trials		0		0		0		0		0	0
Engineer - Tech		0		0		0		0		0	0
Project Management		0		0		0		0		0	0
QA/Inspection		0		0		0		0		0	0
Administration		0		0		0		0		0	0
<b>Total</b>		0		0		0		0		0	0

The following rates, including any sub-contractor rates and inclusive of overheads and excluding profit, will apply for tasks performed under Contract SoR Item 4:

Travel and Subsistence	Year 1 (£) FIRM PRICE	Year 2 (£) FIRM PRICE	Year 3 (£) FIRM PRICE	Year 4 (£) FIRM PRICE	Year 5 (£) FIRM PRICE
Mileage Rate - Fuel per Mile					
Subsistence - Day (5 to 10 hours away from the Contractors site)					
Subsistence - Day (more than 10 hours away from the Contractors site)					
Subsistence - Night (per 24 hour period - inclusive of accommodation, meals and incidental expenses)					

The following profit rates will apply for tasks performed under Contract SoR Item 4:

Profit Rate	Year 1 (%)	Year 2 (%)	Year 3 (%)	Year 4 (%)	Year 5 (%)
Applicable to Material Costs and Bought-Out Parts only					



# **In-Service Support to Royal Navy Ground Power - Aircraft Ground Starting and Servicing (AGSS) & Aircraft Converted Electrical Supplies (ACES)**

## **Statement of Work**

**Version:** v0.4 [Final Version ]

**Dated:** 24<sup>th</sup> May 2022

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# **1 GENERAL DESCRIPTION**

## **1.1 Introduction**

- 1.1.1 This document sets out the Statement of Work (SoW) for In-Service Support (ISS) for the AGSS & ACES fitted to the Royal Navy Surface Ships, as specified in Annex A.
- 1.1.2 This SoW document defines the Authority's requirements for support activities for all the RN AGSS and ACES Equipment within the defined scope, during Fleet Time and Non-Fleet Time where specified.
- 1.1.3 This SoW describes the Support Services and Service Management Activities needed to provide Equipment supplied for the range of Equipment within scope as listed at Appendix 1. The Contract will be aligned with the Authority's Common Support Model (CSM) Business Processes. Service Management defines the core operational framework under which the Contractor is best able to monitor and optimise the Services provided to the Authority and ensure that they meet the Authority's requirements.
- 1.1.4 The Contractor shall manage all items involved in the provision of the In-Service Support to this equipment, as defined in this SoW.

## 2 CAPABILITY OVERVIEW

### 2.1 Overview

2.1.1 This Contract is to provide In-Service Support (ISS) for the Ground Power (GP) equipment onboard RN and RFA vessels. These Equipment's are known by different designations for the different platforms. Helicopter Starting and Servicing System (HSSS), Aircraft Ground Servicing System (AGSS) and Aircraft Converted Electrical System (ACES).

2.1.1 The Helicopter Starting and Servicing System (HSSS) provides nominally 200V 400Hz 3 Phase and 28V DC supplies to specified positions in the aircraft hangar and flight deck for the provision of ground power to embarked aircraft. These supplies provide the necessary electrical power to conduct maintenance and starting operations on Wildcat and Merlin aircraft types which may be embarked on Type 45 Class vessels.

2.1.2 The Aircraft Ground Starting and Servicing System (AGSS) provides nominally 200V 400Hz 3 Phase and 28V DC supplies to specified positions in the aircraft hangar and flight deck for the provision of ground power to embarked aircraft. These supplies provide the necessary electrical power to conduct maintenance and starting operations rotary wing aircraft types which may be embarked in these platforms.

2.1.3 The Aircraft Converted Electrical Supplies (ACES) consists of power converters, motorised cable reels, and control stations which provide onboard electrical power for the servicing and maintenance of embarked aircraft. The system includes the cables and connectors to interface with designated fixed and rotary wing aircraft.

2.1.4 The Equipment system includes four different types of aviation converted electrical supply:

- i. Type 1: 270VDC 30kW for aircraft servicing;
- ii. Type 2: 270VDC 70kW for aircraft maintenance;
- iii. Type 3: 270VDC dual 30kW output for aircraft servicing;
- iv. Type 4: 200V 400Hz 3-phase, 4-wire supply.

2.1.5 Each converter also incorporates a low-power 28V DC supply, which is used for interlocking the main power supply to the aircraft to prevent power being applied before it is securely connected to the aircraft.

### **3. SYSTEM AND EQUIPMENT BOUNDING**

#### **3.1 Inclusion**

##### **3.1.1 Platforms to be covered by the Contract are:**

- i. Royal Navy (RN) Surface Ships fitted with ACES / AGSS Systems, as specified in Annex A to this SoW.

#### 4. SUPPORT REQUIREMENTS INDEX (CORE & NON-CORE)

Section	Core Support Requirement
5.1	Project Management
5.2	Risk Management
5.3	Personnel
5.4	Quality Management
5.5	Safety & Environmental Management
5.6	Security Management
5.7	Configuration Management
5.8	Technical Support
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## 5. CORE SUPPORT REQUIREMENTS

Serial Number	Requirement Heading	Core Support Requirement
<b>5.1 Project Management</b>		
5.1.1	Project Management	<p>The Contractor shall project manage all requirements, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Liaison and co-ordination with the Authority Operations Manager (AOM) in the Maritime Combat System (MCS) Communications and Situational Awareness (CSA) Team</li> <li>• Management of the Contractor's supply chain and those of its sub-contractors</li> <li>• Management of inventory orders for Spares &amp; Repairs</li> <li>• Core Support Tasks</li> <li>• Non-Core Support Tasks (covered by TAFs)</li> <li>• Monthly reporting and performance monitoring</li> <li>• Design services</li> </ul>
5.1.2.	Project Management Plan	<p>The Contractor shall provide a proposed Project Management Plan as part of the tender submission and finalised version to be agreed within 1 month of Contact Acceptance Date. The plan shall be in a format aligned with Association of Project Managers, or a recognised equivalent, and shall cover summaries of the following, with appropriate references, as a minimum:</p> <ul style="list-style-type: none"> <li>• Project Organisation Structure, including role descriptions, terms of reference and levels of authority.</li> <li>• The details of personnel to be employed on the contract.</li> <li>• Project requirements and scope.</li> <li>• Resource Allocation.</li> <li>• Technology Roadmap.</li> <li>• Assumptions, dependencies, exclusions, and constraints.</li> <li>• Identification and engagement with Project Stakeholders.</li> <li>• Risk Management Risk Register, indicating severity &amp; impact, mitigation actions and risk ownership.</li> </ul>

		<ul style="list-style-type: none"> <li>• Arrangements for Sub Contractor Management.</li> <li>• Security Management.</li> <li>• In accordance with KPI-03, this management plan is an item of Deliverable Documentation. Target Time is defined in Section 7 – Contractor's Deliverable Documentation.</li> </ul>
5.1.3	Foreign Export Control	<p>The Contractor shall provide a proposed Foreign Export Control Plan as part of the tender submission and a finalised version to be agreed within 1 month of Contract Acceptance Date.</p> <p>The plan can be in conjunction with the Project Management Plan (see 5.1.2). It shall be in a format aligned with Association of Project Managers, or a recognised equivalent, and shall cover but not be limited to the following:</p> <ul style="list-style-type: none"> <li>• Management of items which are subject to foreign export controls iaw SC2 Clause 33 "Import and Export Licenses".</li> <li>• Packaging requirements of items which are subject to foreign export control iaw Def Stan 81-41</li> <li>• Marking of items which are subject to foreign export control iaw Def Stan 05-132</li> </ul> <p>In accordance with KPI-03, this management plan is an item of Deliverable Documentation. Target Time is defined in Section 7 – Contractor's Deliverable Documentation.</p>
<b>5.2 Risk Management</b>		
5.2.1	Risk Management	<p>The Contractor shall work with the Authority to identify and manage the risks associated with the sustainment of the capabilities of ACES &amp; AGSS Systems using a joint risk register (see 5.2.2).</p> <p>The Contractor shall implement a risk management procedure for the process of risk identification, analysis, mitigation planning, and management. This procedure shall be defined in the Project Management Plan (see Section 5.1.2.). It shall include the tools, techniques, methodologies, and personnel to be employed in quantifying and reporting the overall impact of the risks on Performance, Cost and Time.</p> <p>The Contractor shall manage risk and will inform the AOM immediately of any new risks identified. All risks shall be assigned owners, probability and impact assessments, mitigation actions, as well as review and decision points. The Contractor shall advise the Authority of all safety concerns arising from its activities under the Contract.</p>
5.2.2	Joint Risk Register	<p>The Contractor shall provide a proposed Joint Risk Register as part of the tender submission and a finalised version within 1 month of Contract Acceptance Date. It shall be a live document, maintained by the Contractor and reviewed by the Authority and Contractor in the Quarterly Meeting.</p> <p>In accordance with KPI-03, this management plan is an item of Deliverable Documentation. Target Time is defined in Section 7 – Contractor's Deliverable Documentation.</p>

<b>5.3 Personnel</b>		
5.3.1	Personnel	The Contractor shall ensure that their personnel possess the requisite skills, knowledge, experience, and appropriate Security Clearance as required to deliver this contract as appropriate.
5.3.2	Non-UK	<p>The Contractor shall maintain deployable personnel to support engineering tasks on RN platforms at non-UK locations. This may include areas subject to CONDO requirements, to perform the activities of 5.3.1.</p> <p>Note: Non-UK requirements are contracted for under the Non-Core tasking arrangements (see 6.1.5).</p>
<b>5.4 Quality Management</b>		
5.4.1	Quality Management System (QMS)	The Contractor shall operate a Quality Management System (QMS) in accordance with AQAP 2110 (NATO Quality Assurance Requirements for Design, Development and Production) and which shall be certified to ISO 9001:2015 by a certification body accredited by the United Kingdom Accreditation Service or its equivalent. The scope of the ISO 9001 Certificate shall include those Articles and services required. The Contractor shall carry out the work to the requirements of ISO9001: 2015 and AQAP 2110, as applicable.
5.4.2	Quality Accreditation	The Contractor shall demonstrate and maintain accreditation to ISO 9001:2015 standard or its equivalent.

5.4.3	Quality Management Plan	<p>The Contractor shall provide a proposed Quality Management Plan iaw AQAP 2105, as part of the tender submission and send a finalised version within 1 month of Contract Acceptance Date to both Project and MCS-CSA QA Focal Point. The Quality Plan shall incorporate all Hardware and Software quality requirements which shall cover the following requirements as a minimum:</p> <ul style="list-style-type: none"> <li>• Detail of scope of accreditation</li> <li>• Details of the organisation and relevant interfaces.</li> <li>• List of applicable standards, specifications, QA/QC documentation and certification records.</li> <li>• List of all processes and procedures relevant to the Contract.</li> <li>• Specific arrangements for providing assurance of the satisfactory quality of supplies from Supplier and Sub-suppliers and the measures to be adopted to ensure compliance.</li> <li>• Program of internal audits</li> <li>• Arrangements for concessions, non-conformances, and variations.</li> <li>• Resource allocation showing planned resources for all planned activities.</li> <li>• Recovery Plan – for Sub Contractor defaults</li> </ul> <p>In accordance with KPI-03, this management plan is an item of Deliverable Documentation. Target Time is defined in Section 7 – Contractor's Deliverable Documentation.</p>
5.4.4	Quality Management	<p>The Contractor shall provide a Quality Management Service in accordance with their Quality Management Plan as stated at Para 5.4.3.</p>
5.4.5	Quality Management - Quality Control/Inspection Records	<p>Unless otherwise directed in the Contract, the Contractor shall retain the Quality Control/Inspection Records or such of those records as may be agreed by the Government Quality Assurance Representative (GQAR) for a period of five years from completion of all work under the Contract and shall make them accessible to the Authority on request. Exceptionally, when requested by the Contractor, earlier disposal may be authorised in writing by the GQAR. At the end of the retention period the Contractor shall seek advice from the GQAR regarding the disposal/continued retention of the Quality Control/Inspection Records, and the Contractor shall not dispose of such records without the written Authority of the GQAR.</p>
5.4.6	Quality Assurance	<p>The Contractor shall be responsible for; maintaining the quality of work being performed under this Contract, for the provision of inspection and test facilities and the performance of Quality Assurance to assure the Authority, by demonstration or objective documentary evidence, full conformance to the requirements set out in the SoW and its Appendices prior to presenting or delivering any Service to the Authority.</p>

## 5.5 Safety and Environmental Management

5.5.1	Safety Management	<p>The Contractor shall apply proactive Safety Management for all Equipment within the scope of this Contract, as listed in Annex A. The wider issues of managing safety shall also be managed by the Contractor in compliance with Def Stan 00-056 (Safety Management Requirements for Defence Systems), Def Stan 00-055 (Safety Programmable elements) and Def Stan 00-051 (Environmental Management Requirements for Defence Systems). The Contractor shall contribute to the maintenance of the Equipment Safety and Environmental Case Report (SECR) by attending Hazard Identification Reviews and providing underpinning equipment safety documentation i.e., Hazardous Data Sheets.</p> <p>The Contractor shall advise the Authority of all safety and environmental concerns relating to the equipment listed at Annex A of the Contract or arising from its activities under the Contract IAW DefStan 00-51. SQEP personnel to provide assistance at HAZID review or PSEC meeting. The Contractor shall ensure provision of Technical Bulletins related to the use with this equipment with implications on safety. The contractor shall contribute to the following activities including, but not limited to:</p> <ul style="list-style-type: none"> <li>• The Contractor shall comply with in accordance with Def Stan 00-056 at Contract Acceptance Date. The Contractor shall ensure that the Safety &amp; Environmental Management Plan SEMP is current and maintained at all times.</li> <li>• The Contractor shall advise the Authority of all safety and environmental concerns relating to the equipment listed at Annex A of the Contract or arising from its activities under the Contract.</li> <li>• The Contractor shall not implement any changes to the maintenance policy that have the potential to impact on Safety and/or Environmental risks without the explicit agreement of the Authority.</li> <li>• The Contractor shall maintain adherence to new and updated equipment standards and regulations to maintain Legislative Compliance.</li> <li>• The Contractor shall operate a Safety &amp; Environmental Management System in accordance with their Safety and Environmental Management Plan in accordance with Def Stan 00-056. In accordance with KPI-03, this management plan is an item of Deliverable Documentation. Target Time is defined in Section 7 – Contractor's Deliverable Documentation.</li> </ul>
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5.5.2	Safety and Environmental Case Report (SECR) Management	<p>The SECR is a document owned and raised by the Authority. The contractor shall contribute to the management of the SECR with activities including but not limited to:</p> <ul style="list-style-type: none"> <li>• Provision of any related documentation i.e., Hazardous Data sheets, certification/compliance evidence, Design records etc</li> <li>• Provision of advice i.e., recommending ways to mitigate any identified hazards</li> <li>• Responding to ad-hoc safety-related queries via Helpdesk</li> <li>• Providing any other data required in support of SECR production</li> <li>• Providing a Hazardous Material (COSHH) report at contract placement and updated at least annually</li> <li>• Providing any required REACH Reports iaw Defence Standard 00-056 Part 1 Issue 7 and 00-051 Part 1 Issue 1JSP418 Leaflet 5</li> </ul>
5.5.3	Project Safety & Environmental Committee (PSEC)	<p>The contractor will be a contributing member of the PSEC. Activities will include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Providing suitably experienced, knowledgeable, and competent staff to attend PSEC Hazard Identification (HazId) meetings arranged by the Authority, at the Authorities premises, normally as part of the SECR process</li> <li>• Providing suitably experienced and knowledgeable staff to attend ad-hoc safety-related meetings required due to emerging safety-related issues (attendance to be managed as non-core activity)</li> </ul>

## 5.6 Security Management

5.6.1	Security Management	<p>The Contractor shall advise the Authority of all Security Management concerns relating to the equipment listed at Annex A of the Contract or arising from its activities under the Contract. SQEP personnel to provide assistance in the following security activities, but not limited to:</p> <ul style="list-style-type: none"> <li>• This will be formalised and agreed with the Authority at contract award.</li> <li>• The Contractor, shall provide SQEP personnel to attend Security Working Group.</li> </ul> <p><b>Note:</b> Safety Working Groups attendance shall be contracted for under the Non-Core tasking arrangements.</p> <ul style="list-style-type: none"> <li>• The Contractor shall ensure all SQEP personnel hold the relevant Security Clearances during tasked activities.</li> </ul>
5.6.2	Security Aspects Letter	<p>The Contractor is to ensure that Security Aspects are considered when handling material and information during the operation of this contract. The Security Aspects Letter (SAL) will be maintained by the Authority in support of this document.</p>

## 5.7 Configuration Management

5.7.1	Configuration Management System	<p>The Contractor shall create and maintain a Configuration Management System in accordance with Defence Standard 05-057 "Configuration Management of Defence Material" and Def Stan 02-041 - "Requirements for Configuration Management of Surface Ships" (latest edition Issue 4 applies). The Contractor shall be responsible for maintaining Configuration Control of all ACES &amp; AGSS documentation, ensuring that it is always updated to reflect the latest approved drawing build standard.</p>
5.7.2.	Configuration Management Plan	<p>The Contractor shall provide a proposed Configuration Management Plan as part of the tender submission and a finalised version within 1 month of Contract Acceptance Date and in accordance with Def Stan 05-057 – "Configuration Management of Defence Materiel" and Def Stan 02-041 – "Requirements for Configuration Management of Surface Ships".</p> <p>In accordance with KPI-03, this management plan is an item of Deliverable Documentation. Target Time is defined in Section 7 – Contractor's Deliverable Documentation.</p>

5.7.3.	Configuration Management	<p>The Contractor shall maintain configuration control of all in scope Equipment and their documentation as per the Configuration Management Plan which is to be provided iaw Def Stan 05-057. This configuration control shall be done in a format that is compatible with the Authority's requirements and shall be agreed by the Authority. This shall be verified during the audit process in conjunction with the Quality Management Plan.</p> <p>All changes to the Configuration Baseline must be completed within 12 weeks of embodiment. The Contractor will be responsible for alerting users to any new failure modes identified. Any failure modes found during implementation and trials stage, need to be documented along with the fault resolution details.</p>
5.7.4.	Configuration Management of Documentation	<p>Configuration management shall also include maintenance of Master Record Index (MRI), system drawings, specifications, handbook amendments, equipment codification, installation information and the Authority's data packs. The Contractor shall be responsible for maintaining Configuration Control of all documentation for each RN Platforms and reference sets, ensuring that it is up to date to reflect the latest approved drawing build standard. The Contractor shall obtain approval from the Authority prior to any configuration changes.</p>
5.7.5.	Configuration Status Records	<p>The Contractor shall maintain an up to date Configuration Status Record of the equipment fitted to each platform and all shore-based establishments</p>

## 5.8 Technical Support

### 5.8.1

#### Waterfront Engineering Services

The contractor shall provide and manage the provision of attendance of Engineers on an as-required basis (requested via TAF), within UK waters and during normal Business Days (Mon to Fri, 08.00 to 17.00, excluding bank Holidays). This will be managed is IAW 6.1.

5.8.2	Equipment Support Helpdesk	<p>The Contractor shall provide an Equipment Support facility to provide advice by Formal Communication, which is defined as e-mail or telephone, to assist in the following types of Support Request which includes but not limited to:</p> <ul style="list-style-type: none"> <li>• Queries relating to technical information</li> <li>• Queries relating to equipment operational defects ("OPDEF")</li> <li>• Queries relating to safety (including S2022 investigations)</li> <li>• Queries relating to general operations of equipment.</li> </ul> <p>The Equipment Support facility will be provided on Business Days, defined as Monday to Friday inclusive of all days, for the hours of 08:00AM to 05:00PM inclusive of all hours, excluding any Bank Holiday).</p> <p>The Contractor shall;</p> <ul style="list-style-type: none"> <li>• Provide an "Acknowledgement Response" to any "Support Request" within one [1] Business Day.</li> <li>• Provide a "Technical Response" to any "Support Request" within three [3] Business Days.</li> <li>• The Contractor's Technical Response shall provide sufficient information to enable the Authority Operations Manager ("AOM") to determine the best course of action to minimise equipment downtime.</li> <li>• When the Contractor is contacted directly by a vessel, they are to refer the request to the AOM.</li> </ul> <p>KPI-01 - Target Time: Equipment Support Facility.</p> <p>Provide an "Acknowledgement Response" to any "Support Request" within one [1] Business Day.</p> <p>Provide a "Technical Response" to any "Support Request" within three [3] Business Days</p>
5.9 Spares & Repairs Process Management		

5.9.1	Spares & Repairs Management	<p>The Authority's Authorised Demander will decide when an Article for supply needs to be procured or an item submitted for survey and potential repair. The Contractor will be advised of the requirement by Contracting, Purchasing and Finance (CP&amp;F) order in accordance with the procedure detailed within the Contract.</p> <p>Articles supplied under the contract shall conform to all approved drawings and specifications and shall be in accordance with the CP&amp;F Demand Order. The Articles Supplied shall include all modifications unless otherwise instructed by the AOM.</p> <p>The Contractor will monitor the progress of orders for Spares and Repairs and shall provide monthly electronic performance reports. A template will be supplied by the Authority. Provision of spares and repairs will be a non-core activity.</p>
5.9.2	Spares Management	The Contractor shall provide a proposed fully costed spares Annex (IAW the template provided by the Authority) as part of the tender submission and agree a finalised version prior to Contract Award.
5.9.3	Survey Management	The Contractor shall provide a proposed fully costed survey Annex, including Beyond Economical Repair (BER), RODS and No Fault Found (NFF) (IAW the template provided by the Authority) as part of the tender submission and agree a finalised version prior to Contract Award.
5.9.4	Repairs Management	The Contractor shall provide a proposed fully costed repairs Annex subject to survey results (IAW the template provided by the Authority) as part of the tender submission and agree a finalised version prior to Contract Award.
5.9.5	Requests For Quotes (RFQ's)	<p>The Contractor shall provide RFQ responses details IAW with the T&amp;Cs of the contract, this will be inclusive any sub tiers suppliers. RFQ responses format shall be agreed during the tender stage.</p> <p>The Contractor will supply all RFQ responses IAW KPI-02, Service Delivery, Target Time is defined in Section 7 of this SoW.</p>
5.9.6	Visit Reports	<p>The Contractor shall provide Visit Reports following visits on board IAW with the T&amp;Cs of the contract, this will be inclusive any sub tiers suppliers.</p> <p>The Contractor will supply all Visit Reports IAW KPI-04, Contractor Management Activities, Target Time is defined in Section 7 of this SoW.</p>

## 5.10 Documentation

5.10.1	Retain, Maintain & Issue Service Documentation	<p>The Contractor shall maintain and issue all documentation in accordance with their QA system and in line with the SOW and contract and this includes but is not limited to:</p> <ul style="list-style-type: none"> <li>• Contract Maintained Documentation – impacted by a change request</li> <li>• Security Documentation</li> <li>• Equipment Specifications</li> <li>• Master Record Index</li> <li>• Compliance with Def Stan 05-057</li> <li>• Books of reference (BR's), Handbook, Illustrated Parts Contacts (IPCs) and Integrated Electronic Technical Publication (IETPs)</li> <li>• Technical Reports, Documents, or illustrations</li> <li>• Technical Publications to support update of equipment</li> <li>• Equipment in-service operating documentation</li> <li>• Certificate of Design</li> </ul> <p>In accordance with KPI-03, Service Delivery, this report is an item of Deliverable Documentation. Target Time is defined in Section 7 – Contractor's Deliverable Documentation</p>
5.10.2	Drawings	<p>The Contractor shall retain and maintain all Design drawings if available and practicable, in accordance with Def Stan 05-99. Includes all master drawings relating to all Equipment listed in Annex A to the Contract. The Contractor shall ensure that a back-up copy is kept at a separate geographical location to the Master documentation. Documentation shall include, but not be limited to, the following:</p> <ul style="list-style-type: none"> <li>• Manufacturing drawings</li> <li>• Drawing Lists</li> </ul> <p>The Contractor shall ensure that the AOM has access to the latest manufacturing drawings and specifications. Copies to be provided within 5 Business Days of dispatch of any request from the AOM.</p> <p>In accordance with KPI-03, this report is an item of Deliverable Documentation. Target Time is defined in Section 7 – Contractor's Deliverable Documentation.</p>
5.10.3	Design Changes Updates and Modifications	<p>The Contractor shall provide updated support documentation resulting from the introduction of design changes (Engineering Change Numbers) and modifications to the systems, as stated in Annex A (equipment list). The extent and quality of the records to be produced and maintained will be discussed and agreed with the AOM in advance and shall generally be supplied in accordance with IEC 62402:2019.</p>

5.10.4	NATO Codification Documentation	<p>The Contractor shall undertake NATO Codification activity, iaw UKNCB requirements for NATO Codification when required, supplying all documentation required to enable codification to occur.</p> <p>Codification is required to be undertaken to the agreed level of replaceable units. Refer to list of spares which are defined as essential support items that may be removed and replaced at Operator/Crew/Unit-Crew or First Line maintenance levels to restore the end item to an operationally ready condition.</p> <p>List of Items to be agreed during the tender stage prior to contract placement.</p> <p>Codification activity is to include the update of all relevant technical publications (BR's, ITEP's, IPC.s etc) as required.</p>
<b>5.11 Software Management</b>		
5.11.1	Software Management	Provision of Software Management services to ensure operational software is maintained and updated in accordance with AQAP 2210 and associated contractual requirements.
5.11.2	Software Internal Management Plan Compliance	All Development / Management of Software shall be performed in accordance with the Contractor's Internal Quality System. The Authority shall have access and free user rights in accordance with DEFCON 91.
5.11.3	Software Updates Compliance	All software updates must follow the MOD CIAP process (MAP 02-003 Change Impact Assessment Process (CIAP))(Issue 4.1)).

5.11.4	Software Management Plan	<p>The Contractor shall develop and maintain a Software Management Plan at Contract Acceptance Date, detailing how all Software will be maintained and updated through life, including:</p> <ul style="list-style-type: none"> <li>• Modification.</li> <li>• Updates/Refreshes.</li> <li>• Repairs/Bug Fixed.</li> <li>• Configuration Management.</li> <li>• Verification and Testing.</li> <li>• Audits.</li> <li>• Distribution and Reporting.</li> <li>• Technology Roadmap.</li> </ul> <p>In accordance with KPI-03, Service Delivery, this management plan is an item of Deliverable Documentation. Target Time is defined in Section 7 – Contractor's Deliverable Documentation.</p>
5.11.5	Software Interfaces	<p>The Contractor will ensure the equipment software interfaces with all other systems and will maintain this interface in accordance with Def Stan 21-088.</p>
5.11.6	SIO (Software Issuing Organisation)	<p>The Contractor is to supply all ACES &amp; AGSS software master copies (Gold Disk) to the Software Issuing Office (SIO).</p>
<b>5.12 Obsolescence Management</b>		
5.12.1.	Obsolescence Management	<p>The Contractor shall be responsible for the identification and notification to the AOM of all obsolescence concerns and issues associated with the Equipment detailed at Annex A.</p> <p>When the Contractor becomes aware of an obsolescence concern, the Contractor shall formally notify the AOM of the issue and undertake an initial investigation into the impact of the issue, including;</p> <ol style="list-style-type: none"> <li>a. Initial search for life-time stock buys</li> <li>b. Initial search for Fit/Form/Function replacement</li> </ol> <p>The Contractor shall then issue the authority with an Obsolescence Report (ONR), outlining the results of the investigation and the recommended courses of action, with associated costs.</p>

5.12.2	Obsolescence Management Plan	<p>The Contractor shall provide a proposed Obsolescence Management Plan as part of the tender submission and agree a finalised version within 1 month of Contract Acceptance Date, for managing the transition from availability from the original manufacturer to unavailability, of parts and / or material required for the performance of this contract.</p> <p>The activities detailed within the OMP shall cover all the equipment that has been declared within the scope of this contract.</p> <p>IEC 62402:2019 (Obsolescence Management – Application Guide) shall be used to provide a framework for implementing a proactive Obsolescence Management strategy and the production of an Obsolescence Management Plan.</p> <p>In accordance with KPI-03, Service Delivery, this management plan is an item of Deliverable Documentation. Target Time is defined in Section 7 – Contractor's Deliverable Documentation.</p>
<b>5.13 Reference Equipment Management</b>		
5.13.1	Maintenance and Repair of Reference Equipment	<p>The Contractor will maintain any Reference Equipment as the same configuration as the in-service vessels, where the in-service vessels differ it will be required to support both. The Reference Equipment will be issued "on Loan terms" in accordance with Def Stan 05-99. Any additional equipment held temporarily by the Contractor in support of Design Services activities, on an as and when required basis, will also be issued on the same Loan terms.</p>
5.13.2	Preventative and Corrective Maintenance	<p>The Contractor shall carry out preventative and corrective maintenance of all Reference Equipment. The Contractor shall maintain a record of use, maintenance, repair, calibration, and periodic functional tests, and approved modification embodiment activity carried out on all reference equipment. The Reference Set shall be maintained in a fully functional condition by the Contractor.</p>
5.13.3	Reference Equipment Spares	<p>The Contractor shall notify the Authority of any spares and / or lubricants required for Maintenance of the Reference Set Equipment.</p>
5.13.4	MOD Access	<p>The Authority shall have access to the Reference Equipment in accordance with Def Stan 00-99</p>

#### **5.14 Maintenance Management**

5.14.1	Equipment Support Database	<p>The Contractor is to produce and maintain a record of all equipment support activity. This will be available to the Authority on request.</p> <p>Activities recorded to include, but are not limited to;</p> <ul style="list-style-type: none"><li>a. System/Equipment Usage</li><li>b. Servicing/Preventative Maintenance Activities</li><li>c. Incident/Failure Data and Analysis</li></ul> <p>The format will be agreed during the tender stage.</p>
5.14.2	Review Maintenance	<p>The Contractor shall review and update maintenance schedules, drawing on evidence from defect reports, technical queries, and material state assessments. Reviews should be taken annually or more often where major equipment changes are being proposed.</p>

#### **5.15 Reporting**

5.15.1.	Monthly Performance Management Report	<p>The Contractor shall submit an electronic Performance and Progress Report to the AOM monthly, which shall give details of the progress of work undertaken on the Contract. A template will be supplied by the Authority. Information to include, but not be limited to:</p> <ul style="list-style-type: none"> <li>• List of all orders</li> <li>• Item Description</li> <li>• Serial Number</li> <li>• Order Number</li> <li>• Quantity</li> <li>• Contractual Delivery Date</li> <li>• Forecasted Delivery Date</li> <li>• Actual Delivery Date</li> <li>• Reason for delay in completion of a task or order, including the corrective action</li> <li>• CP &amp; F invoice number</li> <li>• Spares status</li> <li>• Repairs status</li> <li>• KPI Dashboard</li> </ul> <p>The contractor shall submit this report to the AOM within 5 business days of the end of each month.</p> <p>In accordance with KPI-03, Service Delivery, this report is an item of Deliverable Documentation. Target Time is defined in Section 7 – Contractor's Deliverable Documentation.</p>
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5.15.2	Quarterly Performance Management Report	<p>The Contractor shall provide performance reporting to the Authority in accordance with Contract Review Meeting requirements. The content of the reports shall be agreed and shall include but not be limited to:</p> <ul style="list-style-type: none"> <li>• Technical Queries – number, timeliness, and resources</li> <li>• Software defects – numbers (raised and cleared), outstanding (incl time outstanding), plan to resolve</li> <li>• Summary of major technical issues</li> <li>• Key Performance Indicator (KPI) Trend Analysis</li> <li>• Financial summary of spend, commitment and forecast</li> <li>• Tasking &amp; Spares and Repairs Progress</li> <li>• Technical Queries Register</li> <li>• Core Tasking review, approved and pending, including a current status</li> <li>• Non-Core Tasking review, approved and pending, including a current status</li> <li>• Provision of KPI statistics</li> <li>• Obsolescence Concerns, Issues and Resolutions, including disposals QA Activity</li> </ul> <p>The Contractor shall submit the Quarterly Performance / Progress Report to the AOM no later than 5 business days prior to the Quarterly Progress Meeting which shall, in addition to the information provided as part of the monthly progress report.</p> <p>In accordance with KPI-03, Service Delivery, this report is an item of Deliverable Documentation. Target Time is defined in Section 7 – Contractor's Deliverable Documentation.</p>
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5.15.3.	Annual (4 <sup>th</sup> Quarter) Performance Management Report	<p>The Contractor shall produce an Annual Performance Management Report containing an overview of the preceding year, issues for action and forecast of activity for the following year. The Contractor shall agree the report content with the Authority before issue. Within one month of issuing the report the Contractor shall convene a meeting with the Key stakeholders to review the report content. Annual review meeting will include the following agenda:</p> <ul style="list-style-type: none"> <li>• Performance reporting using a standard agenda</li> <li>• Review of service performance</li> <li>• Review of major risks</li> <li>• Major outstanding issues</li> <li>• Commercial issues review</li> <li>• Obsolescence status reporting</li> <li>• Improvement opportunities</li> <li>• Financial performance review</li> <li>• Safety</li> </ul> <p>The Contractor shall submit the Annual Performance Management Report to the AOM no later than 10 business days prior to the Quarterly Progress Meeting which shall, in addition to the information provided as part of the monthly / Quarterly Performance / Progress Report progress report.</p> <p>In accordance with KPI-03, this report is an item of Deliverable Documentation. Target Time is defined in Section 7 – Contractor's Deliverable Documentation.</p>
5.15.4.	Helpdesk Records	<p>The Contractor shall retain and maintain all Helpdesk records via a Support Database and make available to the Authority on request within 1 working day.</p>
5.15.5.	Red Flag Notice	<p>In the event that the Contractor becomes aware of any event that has affected, or could affect, equipment safety, availability, or performance, or otherwise affect the delivery of the Service detailed in this SoW, it shall be communicated to the Authority at the earliest opportunity. Following communication of the event the Contractor shall deliver and maintain an associated Work Around Plan.</p>

<b>5.16 Meetings</b>		
5.16.1.	Contract Start-Up Meeting	A Contract start-up meeting shall be held by the Contractor within 1 month of the date of Contract award. Attendance at the meeting shall be from all parties concerned with the Contract, including from within the Supply Chain. The required attendees shall be confirmed to the Contractor by the Authority's Commercial Officer (ACO) no later than 10 Business Days prior to the date of the start-up meeting.
5.16.2.	Quarterly/Annual Progress Meetings	<p>Progress meetings shall be held on a quarterly basis from the date of Contract commencement. The Quarterly Progress Meetings (QPMs) shall be held at the Contractor's premises.</p> <p>The Contractor and the Authority shall ensure that adequate and appropriate representation is available at these meetings.</p> <p>Quarterly meeting will include review of contract, progress, cost, performance, and quality management. The 4th Quarterly Review in each 12-month period will be a more in-depth Annual Review as detailed in Section 5.16.5. The Contractor shall provide administrative duties for the QPMs, and shall include but not be limited to:</p> <ul style="list-style-type: none"> <li>• Calling Notice</li> <li>• Agenda</li> <li>• Quarterly Report at least 5 days prior to date of meeting</li> <li>• Action Log / Record of Decisions (RoD)</li> </ul>
5.16.3.	Quarterly / Annual Progress Meeting (QPM) Calling Notice including Agenda	<p>The Contractor shall supply a Quarterly / Annual Progress Meeting Calling Notice, including Agenda, 20 Working Days Prior to Meeting Date.</p> <p>In accordance with KPI-03, Service Delivery, this report is an item of Deliverable Documentation. Target Time is defined in Section 7 – Contractor's Deliverable Documentation.</p>
5.16.4.	Progress Meeting Action Log	The Contractor shall produce and maintain an Action Log in a compatible format for the Authority. The updated log shall be issued for AOM approval within 5 business days of the meeting close see also 5.16.2

5.16.5	Annual Progress Review Meetings	<p>An Annual Progress Meeting will be held on a yearly basis, the fourth QPM in each 12-month period shall constitute an Annual Review Meeting.</p> <ul style="list-style-type: none"> <li>• Review of previous twelve months performance</li> <li>• Forward view of next twelve months performance</li> <li>• Continuous improvement progress and status</li> <li>• Obsolescence Management status</li> <li>• Supplier Relations review</li> <li>• Review of major risks</li> <li>• Contract Management</li> <li>• Obsolescence Status Report</li> <li>• Improvement Opportunities</li> <li>• Financial Performance Review</li> <li>• Safety</li> </ul>
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## 6. NON-CORE SUPPORT REQUIREMENTS TABLE

Serial Number	Requirement Heading	Non-Core Support Requirement
<b>6.1 Supplementary Tasks - Activities covered by a TAF</b>		
6.1.1	Supplementary Tasks	<p>The Contractor shall carry out any Supplementary Tasks required by the Authority as detailed on the Task Authorisation Form (TAF) in accordance with the Task Authorisation Procedure detailed in the contract. Supplementary Tasks may include, but not be limited to:</p> <ul style="list-style-type: none"> <li>• In-depth defect investigations</li> <li>• Design studies</li> <li>• Modifications</li> <li>• Defect diagnosis and repair onboard (including CONDO activities).</li> <li>• Obsolescence resolution</li> <li>• Ad-hoc meetings, safety-related or otherwise</li> <li>• Ad-Hoc training</li> <li>• Transportation for Attendance offshore</li> </ul> <p>The format of the TAF will be agreed during the tender stage.</p>
6.1.2	Tasking	<p>All task activities shall be completed in accordance with the price, time and performance targets agreed with the Authority for each task. Task priority and completion dates shall be agreed between the Authority and the Contractor.</p> <p>KPI-02, Service Delivery - Target Time: Non-Core Tasking</p> <p>IAW the agreed Delivery Due Date as specified on the respective TAF.</p>

6.1.3	Tasking Approval Forms	Progress on Non-Core activities covered by Tasking Approval Forms (TAFs) will be measured against the target dates recorded on the associated TAFs.
6.1.4	Tasking - Investigations and Repairs outside Working Hours	The Contractor may be required to investigate system defects or reports of shortcomings by the Authority, its agents, or Contractors, during periods outside of normal working hours. In such instances the AOM will endeavour to give the Contractor reasonable notice to attend, with the Contractor ensuring 'best endeavours' to attend.
6.1.5	CONDO / Transportation for Attendance at sea	<p>Where the Authority has a requirement for the Contractor, a subcontractor, or both, to Deploy to undertake a task at an Expected Work Location in a CONDO Applicable Area, the provisions of DEFCON 697 shall apply. DEFCON 697 shall become effective when such a task is included in the Contract.</p> <p>Where attendance at sea is required, suitable transport arrangements will be made by the Authority, its agents, or Contractors to facilitate the movement of the Contractor between transfer point and the Platform. The Contractor shall be responsible for all travel arrangements between normal premises and selected transfer point.</p> <p>Where attendance outside UK waters is required, the Contractor shall be responsible for all travel arrangements between normal premises and selected transfer point. The Authority, its agents or Contractors will facilitate the movement of the Contractor between transfer point and the defective Platform</p> <p>Designated MOD UK transfer points include but are not limited to:</p> <ul style="list-style-type: none"> <li>• HM Naval Base Devonport</li> <li>• HM Naval Base Portsmouth</li> <li>• Portland, Dorset</li> </ul>

## 7. Contractor's Deliverable Documentation

In accordance with Condition 28 (Acceptance) and Condition 46.4 (Key Performance Indicators (KPI) Performance Management) to the Contract, the below table details the Contractor Deliverables which are further defined as Deliverable Documentation.

Documentation	Target Time
<b>Management Plans</b> 5.1 Project Management Plan 5.4 Quality Management Plan 5.5 Safety & Environmental Management Plan 5.7 Configuration Management Plan 5.11 Software Management Plan 5.12 Obsolescence Management Plan	<u>Initial Target</u> 1 month after Contract Award date  <u>Live Target</u> Within 5 Business Days of any update being identified as required
5.2 Joint Risk Register	<u>Initial Target</u> 1 month after Contract Award date  <u>Live Target</u> Within 5 Business Days of any update being identified as required
5.15.1 Monthly Performance Management Report	Within five [5] Business Days of the end of the prior month
5.15.2 Quarterly Performance Management Report	No later than five [5] Business Days prior to the Quarterly Performance Review Meeting
5.15.3 Annual Performance Management Report	One [1] month prior to the Annual Performance Review Meeting
5.10.1 Service Documentation	Within five [5] Business Days of dispatch of any request from the AOM.
5.10.2 Drawings	Within five [5] Business Days of dispatch of any request from the AOM.
5.9.1 Spares & Repairs Annex	Refer to Schedule 14 & 15  <u>Initial Target</u> 1 month after Contract Award date
5.9.5 Requests For Quotes (RFQ's)	Receipt RFQ letter within forty eight [48] hours and Quotation and completion date within fourteen [14] calendar days.
6.1.1 Task Authorisation Form (TAF)	Receipt Part A within forty eight [48] hours and Part B and completion date within fourteen [14] calendar days.
5.9.6 Visit Reports	Within two [2] weeks after final visit on board.

**Schedule 10 – Assumptions, Dependencies and Exclusions****ASSUMPTIONS, DEPENDENCIES AND EXCLUSIONS****1. Introduction**

1.1. This list of Assumptions, Dependencies and Exclusions define the baseline against which the Contract has been priced.

1.2. Where there is a conflict between any of the Assumptions, Dependencies and/or Exclusions, the Contractor shall seek advice from the Authority's Commercial Officer.

**2. Assumptions**

No.	Assumption Description	Assumption raised by?	Date Raised	Assumption agreed by?	Owner	Notes	Level
01			26/04/22				Contract
02			26/04/22				Contract
03			26/04/22				Contract
04			26/04/22				Contract
05							

## Schedule 10 – ASSUMPTIONS, DEPENDENCIES AND EXCLUSIONS TO 701580392

06							
07							
08							
09							
10							
11							
12							
13							
14							
15							

Schedule 10 – ASSUMPTIONS, DEPENDENCIES AND EXCLUSIONS TO 701580392

15							
16							
17							
18							
19							
20							

Ser No	Assumptions
	Tender's are to complete any other Assumptions in accordance
A1	
A2	

Schedule 10 – ASSUMPTIONS, DEPENDENCIES AND EXCLUSIONS TO 701580392

A3	
A4	
A5	
A6	
A7	
A8	
A9	
A10	
A11	
A12	
A13	
A14	
A15	
A16	
A17	

3. Dependencies

Ser No	Dependencies
D1	
D2	

Schedule 10 – ASSUMPTIONS, DEPENDENCIES AND EXCLUSIONS TO 701580392

D3	
D4	
D5	
D6	
D7	
D8	
D9	
D10	
D11	
D12	
D13	
D14	
D15	
D16	
D17	

**4. Exclusions**

Ser No	Exclusions
E1	

Schedule 10 – ASSUMPTIONS, DEPENDENCIES AND EXCLUSIONS TO 701580392

E2	
E3	
E4	
E5	
E6	
E7	
E8	
E9	
E10	
E11	
E12	
E13	
E14	
E15	

Risk Assessment											Post Mitigating							Date of Last Review	
Risk ID/Category	Owner	Event	Cause	Impact	Probability		Risk Rating	Cost		Time Impact	Mitigation	Probability		Risk Rating	Cost		Time Impact		Further Comments
					Sub 1	Sub 2		Sub 1	Sub 2			Sub 1	Sub 2		Sub 1	Sub 2			
R0001 <Select>							0							0					DD/MM/YY
R0002 <Select>							0							0					DD/MM/YY
R0003 <Select>							0							0					DD/MM/YY
R0004 <Select>							0							0					DD/MM/YY
R0005 <Select>							0							0					DD/MM/YY
R0006 <Select>							0							0					DD/MM/YY
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R0014 <Select>							0							0					DD/MM/YY
R0015 <Select>							0							0					DD/MM/YY
R0016 <Select>							0							0					DD/MM/YY
								£0.00				£0.00							

**Schedule 16 To Contract: 701580392 Key Performance Indicators**

**for**

**In-Service Support (ISS) for GP Systems**

<b>Key Performance Indicator 1</b>	
<b>KPI Number</b>	<b>1</b>
<b>Service Area</b>	Service Delivery
<b>PI Descriptor</b>	<b>Survey and Repair orders past original required delivery date</b>
<b>Incidence Measure</b>	The Contractor shall be required by the AOM to conduct equipment survey and repairs. The Contractor shall track all survey and repairs raised against the contract, and will deliver against the lead times stated against each individual repair listed in Schedule 14. The AOM will measure the Contractor performance against the contracted due date and actual date delivered for each repair item.
<b>Start</b>	The latest date of: 1. Date of accepted CP&F Order by the Contractor; and 2. Receipt date by the Contractor of the equipment/item; and 3. Receipt of good arrival by the Contractor.
<b>Stop</b>	<u>Surveys</u> : Receipt of Survey Report by the Authority  <u>Repairs</u> : Equipment delivered Ex-Works with completed DEFORM129J and Certificate of Conformity (CofC) in accordance with DEFCON 627 at the Contractors premises (ready for delivery to the RN stores system), or delivery address detailed on the CP&F Order in accordance with Clause 47.1.3 of the Terms and Conditions of the Contract.
<b>Who Reports?</b>	Contractor
<b>Monitoring Frequency</b>	Monthly
<b>Reporting Frequency</b>	Quarterly
<b>Retention Attribution</b>	5%
<b>Retention Period</b>	Quarterly
<b>Performance Criteria</b>	
<b>Performance Bands</b>	<b>Performance Target</b>
	≥95% of surveys and repairs completed on-time <u>and</u> no overdue surveys or repairs outstanding >30 calendar days after the due date for performance.
	≥95% of surveys and repairs completed on time, <u>but</u> with one or more overdue surveys or repairs outstanding between 31 and 60 calendar days after the due date for performance.
	<95% of surveys and repairs completed on time <u>and/or</u> one or more overdue surveys and repairs outstanding >60 calendar days after the due date for performance.

**Note (1): If the contractor becomes aware that the 95% performance target is not going to be met, then notification and justification is to be given to the Authority prior to the due date.**

Key Performance Indicator 2	
KPI Number	2
Service Area	Service Delivery
PI Descriptor	Spares orders past original required delivery date
Incidence Measure	The Contractor shall be required by the AOM to provide/procure spares as required. The Contractor shall track all orders raised against the contract and will deliver in accordance with the lead times stated against each individual spare item listed in Schedule 13. The AOM will measure the Contractor performance against the contracted due date and actual date delivered for each Spares order.
Start	<p>(1) Date of accepted CP&amp;F order by the Contractor.</p> <p>(2) The Contractor will acknowledge receipt of the RFQ within one [1] working day.</p> <p>(3) The Contractor will respond to the RFQ within five [5] working days.</p>
Stop	Spares delivered Ex-Works with completed DEFORM129J and Certificate of Conformity (CofC) in accordance with DEFCON 627 at the Contractor's premises (ready for delivery to the RN stores system), or delivery address detailed on the CP&F Purchase Order in accordance with Clause 47.1.2 of the Terms and Conditions of the Contract.
Who Reports?	Contractor
Monitoring Frequency	Monthly
Reporting Frequency	Quarterly
Retention Attribution	5%
Retention Period	Quarterly
Performance Criteria	
Performance Bands	Performance Target
	≥95% of orders completed on-time <u>and</u> no overdue orders outstanding >30 calendar days after the due date for performance.
	≥95% of orders completed on time, <u>but</u> with one or more overdue orders outstanding between 31 and 60 calendar days after the due date for performance.
	<95% of orders completed on time <u>and/or</u> one or more overdue orders outstanding >60 calendar days after the due date for performance.

**Note (1):** During the first Quarter only, the contractor shall also provide prices for the remaining unpriced Spares (list to be provided by the Authority) within the first 12 weeks after the Effective Date of Contract but excluding obsolete parts and subject to timely provision of drawings packs where indicated as absent at the Spares List. Where the Contractor fails to do so this shall result in an Amber designation.

Key Performance Indicator 3	
KPI Number	3
Service Area	Service Delivery
PI Descriptor	Tasks completed past required delivery date
Incidence Measure	As required, the AOM will raise a TAF for the Contractor to undertake specified tasking. The Contractor will acknowledge receipt of the TAF within 48 hours, respond with the Part 2 and state the completion date within 14 calendar days. The AOM will measure the Contractor performance against the contracted due date for completion of the task and actual date fulfilled.
Start	Date of receipt by Contractor of approved/accepted CP&F Order for final delivery.
Stop	Acceptance of Task Completion by the Authority, in accordance with Condition 47.1.4 of the Terms and Conditions of the Contract.
Who Reports?	Contractor
Monitoring Frequency	Monthly
Reporting Frequency	Quarterly
Retention Attribution	5%
Retention Period	Quarterly
Performance Criteria	
Performance Bands	Performance Targets
	100% of TAFs completed on-time <u>and</u> no overdue orders outstanding >30 calendar days after the due date for delivery.
	≥95% of TAFs completed on time, <u>but</u> with one or more overdue orders outstanding between 31 and 60 calendar days after the due date for delivery.
	<95% of TAFs completed on time <u>and/or</u> one or more overdue orders outstanding >60 calendar days after the due date for performance.

**Note (1):** Failure to acknowledge TAF Part 1 within 48 hours or failure to provide TAF Part 2 and completion date within 14 calendar days, will result in an Amber designation.

**Note (2):** Failure to acknowledge TAF Part 1 within 48 hours and failure to provide TAF Part 2 and completion date within 14 calendar days, will result in a Red designation.

Key Performance Indicator 4	
KPI Number	4
Service Area	Contractor Management Activities
PI Descriptor	Provision of Deliverable Documentation
Incidence Measure	The Contractor will be required to provide all documentation (excluding those documents due under other KPIs) delivered in accordance with Schedule 9 - SoW and Clause 46:5 of the Terms and Conditions of the Contract. The measure shall include on-time delivery of documentation.
Start	Due date in accordance with Schedule 9 - SoW
Stop	Contractor delivering Deliverable Documentation (excluding those documents due under other KPIs) in accordance with Schedule 9 - SoW.
Who Reports?	Contractor
Monitoring Frequency	Quarterly
Reporting Frequency	Quarterly
Retention Attribution	5%
Retention Period	Quarterly
Performance Criteria	
Performance Bands	Performance Target
	≥95% of Deliverable Documentation in accordance with Annex A.
	>95% of Deliverable Documentation received up to 14 calendar days later than the due date in accordance with Annex A.
	<95% of Deliverable Documentation received in accordance with Annex A and Documents more than 14 calendar days later than the due date.

**Task Authorisation Form (TAF)**

Task Authorisation Form No.:	Originating Reference:
Equipment:	Issue Date:
Contractor's Task No.:	Issue No.:

**Part 1 - Task Proposal (To be completed by the Authority)**

- 1.1. Name of Originator:
- 1.2. Proposed Task Title:
- 1.3. Description of Task:  
(add Appendix if required to give full description)
- 1.4. Reason for Task and Proposed Objective:
- 1.5. a. PRIORITY CODE: 01 (IMMEDIATE) / 02 (URGENT) / 03 (PRIORITY) / 04 (ROUTINE)  
Delete as appropriate.
- b. Contractor's proposed completion date is subject to Task approval by
- c. Task Duration:
- 1.6. It is certified that this task is not part of a core activity under the Contract

Signed

\_\_\_\_\_  
Name (Block  
Capitals)

\_\_\_\_\_  
Position/Title in  
Company

**Part 2 - Task Proposal Firm Price (To be completed by the Contractor)**

2.1 <u>Labour</u> (NB. Includes Overhead and Profit)	Grade	Hours	Hourly Rate	Cost £
---	-------	-------	-------------	--------

Labour Sub-Total	
------------------	--

2.2. Other Cost (Please Detail)

To include Travel and Subsistence

(These may typically include:)  
(NB. Profit to be additional)

Any Other Costs (Please detail)

Mileage rate (fuel per mile)  
Subsistence – Day (5 to 10 hours)  
Subsistence – Day (more than 10 hours)  
Subsistence – Night (per 24 hour period)

Other Costs Sub-Total	
-----------------------	--

2.3. Materials (Please Detail)  
(NB. Profit to be additional)  
(Procured via Contractor Purchase Order)

Materials Sub-Total	
---------------------	--

2.4. Bought Out Parts (Please Detail)  
(NB. Profit to be additional)  
(Procured via Contractor Supply Management)

Bought Out Parts Sub-Total	
----------------------------	--

Profit at      % (Exclusive of VAT)	
--	--

Total Firm Price Quotation Exclusive of VAT	
--	--

2.5. Effect or dependency, if any, on previous/authorised task(s). (Please detail).

2.6. The total Firm price is valid for

days from

Signed

\_\_\_\_\_  
Name (Block Capitals)

\_\_\_\_\_  
Position/Title in Company

Date

**Part 3 - Authority Approval**

- 3.1. I confirm that the value of this task is within the current approved financial Limits of Liability on the Contract.
- 3.2. Approval is given for the addition of the task proposed above to the record of approved tasks and work programme for the Contract. The Firm price of £ \_\_\_\_\_ is recommended for acceptance.
- 3.3. Required completion date by the Authority:

3.4 **Part 3.4.(i) - Project Approval**

Signed

\_\_\_\_\_  
Name (Block Capitals)  
\_\_\_\_\_  
CSA Team Business Unit

**Part 3.4.(ii) - Finance Approval**

Signed

\_\_\_\_\_  
Name (Block Capitals)  
\_\_\_\_\_  
CSA Team Business Unit

**Part 3.4.(iii) - Commercial Approval**

The Authority hereby agrees the above Firm price of £ \_\_\_\_\_  
Schedule 19 of the Contract.

which shall be incorporated into

Signed

\_\_\_\_\_  
For the Authority  
Name (Block Capitals)  
\_\_\_\_\_  
CSA Team Business Unit

CP&F Requisition No:

CP&F Purchase Order No:

**Part 4 - Task Completion Report (to be completed by the Contractor)**

4.1. Task completed on:

4.2. Report (Continue overleaf if necessary):

Signed

\_\_\_\_\_  
Name (Block  
Capitals)

\_\_\_\_\_  
Position/Title in  
Company

Date

**Part 5 - Task Closure (to be completed by the Authority's Project Manager)**

5.1. Comments on Final Report:

5.2. I certify that the task described at Part 1 of this TAF has been completed and payment can be made accordingly.

Signed

\_\_\_\_\_ Name (Block Capitals)

\_\_\_\_\_ CSA Team Business Unit

Date

UIN

**Schedule 19 - TAF Register for Contract: 701580392**

[illegible]