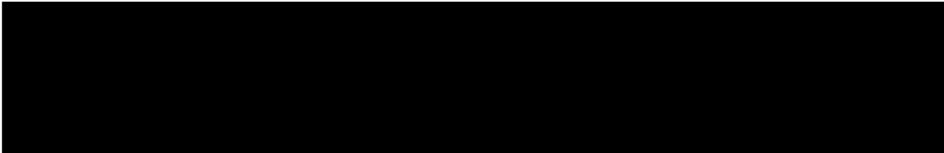


- (F) If a claim or allegation is made by an Unexpected Previous Contractor Employee that he has or should have transferred to the DP and/or any Subcontractor and/or (in the case of an Unexpected Previous Contractor Employee whose employment terminated on or before the Previous Contractor Relevant Transfer Date) that any liability relating to him has transferred to the DP and/or any Employing Subcontractor by virtue of the Transfer Regulations and this Agreement, the Party receiving the claim or allegation shall notify the other Party (or the DP shall notify the Authority on the Subcontractor's behalf) in writing as soon as reasonably practicable and no later than ten Business Days after receiving notification of the Unexpected Previous Contractor Employee's claim or allegation, whereupon:
- (1) the Authority shall use reasonable endeavours to procure that the Previous Contractor shall offer and/or confirm continued employment to the Unexpected Previous Contractor Employee or take such other steps so as to effect a written withdrawal of the claim or allegation;
 - (2) if the Unexpected Previous Contractor Employee's claim or allegation is not withdrawn or resolved the Authority shall notify the DP (who will notify any Subcontractor who is a party to such claim or allegation), and the DP or Subcontractor shall employ the Unexpected Previous Contractor Employee or as soon as reasonably practicable (subject to compliance with its obligations at paragraph 3.2(F)(3)(c)), serve notice to terminate the Unexpected Previous Contractor Employee's employment in accordance with his contract of employment and/or (in the case of an Unexpected Previous Contractor Employee whose employment terminated on or before the Previous Contractor Relevant Transfer Date) shall resist any claim brought by the Unexpected Previous Contractor Employee against the DP and/or any Subcontractor;
 - (3) the Authority shall effect an adjustment to the Monthly Service Operating Budget which has the effect of reimbursing the DP for any of the following liabilities incurred by the DP or Subcontractor in dealing with or disposing of the Unexpected Employee's claim or allegation:
 - (a) any additional Employment Costs of employing the Unexpected Previous Contractor Employee to provide the Services under this Agreement up to the date of dismissal where the Unexpected Previous Contractor Employee has been dismissed in accordance with paragraph 3.2(F)(2);
 - (b) any liabilities acquired by virtue of the Transfer Regulations in relation to the Unexpected Previous Contractor Employee;
 - (c) any liabilities relating to the termination of the Unexpected Previous Contractor Employee's employment provided the DP or Subcontractor has used reasonable endeavours to find alternative employment for the Unexpected Employee, but excluding such proportion or amount of any such liabilities attributable:
 - (i) to a failure by the DP or an Employing Subcontractor to act reasonably to mitigate the costs of dismissing such person);
 - (ii) directly or indirectly to a failure by the DP or an Employing Subcontractor to follow a reasonable and proper process in dismissing the Unexpected Previous Contractor Employee; and

- (iii) to the acts/omissions of the DP or an Employing Subcontractor not wholly connected to the dismissal of that person;
 - (d) any liabilities incurred under a settlement of the Unexpected Previous Contractor Employee 's claim which was reached with the express permission of the Authority (not to be unreasonably withheld or delayed);
 - (e) 
 - (f) legal and other professional costs reasonably incurred; and
- (4) the DP shall be deemed to have waived its right to an adjustment as per paragraph 3.1(F)(3) if it fails without reasonable cause to take, or fails to procure any Subcontractor takes, any action in accordance with any of the timescales referred to in this paragraph 3.1 (F).

3.3 Obligations in respect of Previous Contractor Employees

- (A) The DP agrees (and will procure that the Employing Subcontractor agrees) that from the Previous Contractor Relevant Transfer Date the contracts of employment of any Previous Contractor Employees together with any collective agreements (save insofar as such contracts and such agreements relate to benefits for old age, invalidity or survivors under any occupational pension scheme (within the meaning of the Pension Schemes Act 1993)) will take effect as if originally made between the DP or an Employing Subcontractor and the Previous Contractor Employees (or the relevant trade union, as the case may be) subject to any variations to such contracts of employment made pursuant to Regulation 9 of the Transfer Regulations, where applicable.
- (B) Save for any liabilities in respect of Previous Contractor Employees which relate to benefits for old age, invalidity or survivors under any occupational pension scheme (within the meaning of the Pension Schemes Act 1993), the DP or Employing Subcontractor (as the case may be) shall have responsibility for all emoluments and outgoings (including without limitation all wages, bonuses, commissions, payments in respect of holiday taken after the Previous Contractor Relevant Transfer Date as appropriate, PAYE, national insurance contributions and contributions to retirement benefit schemes) in relation to the Previous Contractor Employees with effect from and including the Previous Contractor Relevant Transfer Date and shall indemnify the Authority and the Previous Contractor in respect of the same.

3.4 Indemnities

- (A) The Authority shall indemnify the DP 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 or claims by any Previous Contractor Employee brought against the DP and/or any Employing Subcontractor at any time up to the Subsequent Transfer Date arising out of or in connection with any acts or omissions of the Authority and/or any Previous Contractor which occurred prior to the Previous Contractor Relevant Transfer Date for that Previous Contractor Employee provided that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation,

finances and liabilities arising out of or in connection with such claims are not the result of any act or omission of the DP and/or Employing Subcontractor (including but not limited to any act or omission of the DP in its role as managing agent in relation to a DP Managed Legacy Contract).

- (B) The Authority shall indemnify the DP and/or any Employing Subcontractor 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 or claims by any Previous Contractor Employee and/or or trade union representative and/or any Previous Contractor Employee representative brought against the DP and/or any Employing Subcontractor, whether before or after the Previous Contractor Relevant Transfer Date, arising out of any failure by any Previous Contractor to comply with its obligations under Regulation 13 of the Transfer Regulations in respect of any Previous Contractor Employee and/or any other employee of the Previous Contractor affected by the Previous Contractor Relevant Transfer (as defined by Regulation 13 of the Transfer Regulations), except to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with such claims are the result of any act or omission of the DP and/or Employing Subcontractor.
- (C) The DP shall indemnify and hold harmless the Authority and any Previous Contractor against all demands, claims, liabilities, losses and damages, costs and expenses (including all interest, penalties, legal and other costs and expenses) together with any applicable Value Added Tax and similar taxes or liability for deduction of PAYE tax properly incurred by the Authority or any Previous Contractor arising out of or in connection with:
- (1) any breach by the DP and/or any Employing Subcontractor of their obligations under Regulation 13 of the Transfer Regulations;
 - (2) any act or proposal by the DP or any Employing Subcontractor prior to or following the Previous Contractor Relevant Transfer Date which amounts to a repudiatory breach of contract as referred to in Regulation 4(11) of the Transfer Regulations and/or to make a substantial change in working conditions of any Previous Contractor Employee to the material detriment of that employee. For the purposes of this sub-clause the expressions "repudiatory breach", "substantial change" and "material detriment" shall have the same meanings as for the purposes of Regulation 4(9) and 4(11) of the Transfer Regulations; and
 - (3) any collective agreement or any arrangement with any trade union or staff association after the Previous Contractor Relevant Transfer Date.

4. **General provisions applicable to Authority Employees, Previous Contractor Employees and Contractor Personnel**

4.1 **DP Indemnity**

- (A) Save as where otherwise provided in this schedule 21, the DP shall indemnify the Authority and any Replacement 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 the employment or termination of employment by the DP or any Employing Subcontractor of any person (including the Authority Employees and Previous Contractor Employees)

engaged in connection with the provision of the Services during the term of this Agreement.

4.2 General

- (A) The DP shall not recover any Employment Costs and/or other losses under this schedule 21 where such Employment Costs and/or losses are recoverable by the DP elsewhere in this Agreement and/or have been recovered under the Transfer Regulations or otherwise.

4.3 Post Transfer Reporting

- (A) The DP shall upon request by the Authority provide (or shall procure that an Employing Subcontractor shall provide) the Authority with the following information in respect of the employees who are wholly or mainly employed, assigned or engaged in providing the Services:
- (1) any proposed, agreed or imposed changes to terms and conditions of service;
 - (2) disputes relating to compliance with the Transfer Regulations which are regarded as unresolved by a recognised trade union;
 - (3) any court action or tribunal proceedings relating to compliance with the Transfer Regulations;
 - (4) completed court action or tribunal proceedings relating to compliance with the Transfer Regulations; and
 - (5) out of court settlements relating to compliance with the Transfer Regulations if possible having regard to the wording of the settlement.

APPENDIX 1

**LIST OF EMPLOYMENT INFORMATION ON WHICH THE DP HAS BASED THE
EMPLOYMENT COSTS SHOWN IN THE DP FINANCIAL MODEL**

The list of employee information is that as stored on the CD-ROM titled LCS_HR_Data v.06 (20140703).

Simmons & Simmons

Contract No. LCS(T)/0001

Logistics Commodities and Services Transformation Delivery
Partner Contract

Schedule 21 (*Employee Transfer Arrangement on Entry*)
Appendix 1 (*List of employment information on which the DP
has based the employment costs shown in the DP Financial
Model*)

CD-ROM LCS_HR_Data v.06 (20140703)

Issued: 14 April 2015

APPENDIX 2

PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS AGREEMENT

PART 1

1. Pursuant to paragraphs 2.1(A) and 3.1(A) of this schedule 21, the written statement of employment particulars as required by section 1 of the Employment Rights Act 1996 together with the following information (save where that information is included within that statement) will be provided to the extent it is not included within the written statement of employment particulars:

1.1 Personal, Employment and Career

- (A) Age;
- (B) Security Vetting Clearance;
- (C) Job title;
- (D) Work location;
- (E) Conditioned hours of work;
- (F) Employment Status;
- (G) Details of training and operating licensing required for Statutory and Health and Safety reasons;
- (H) Details of training or sponsorship commitments;
- (I) Standard Annual leave entitlement and current leave year entitlement and record;
- (J) Annual leave reckonable service date;
- (K) Details of disciplinary or grievance proceedings taken by or against transferring employees in the last two years;
- (L) Information of any legal proceedings between employees and their employer within the previous two years or any such proceedings that the transferor has reasonable grounds to believe that an employee may bring against the transferee arising out of their employment with the transferor;
- (M) Issue of Uniform/Protective Clothing;
- (N) Working Time Directive opt-out forms; and
- (O) Date from which the latest period of continuous employment began.

1.2 Performance Appraisal

- (A) The current year's Performance Appraisal;

- (B) Current year's training plan (if it exists); and
- (C) Performance Pay Recommendations (PPR) forms completed in the current reporting year, or where relevant, any bonus entitlements.

1.3 Superannuation and Pay

- (A) Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken within the last two years;
- (B) Annual salary and rates of pay band/grade;
- (C) Shifts, unsociable hours or other premium rates of pay;
- (D) Overtime history for the preceding twelve-month period;
- (E) Allowances and bonuses for the preceding twelve-month period;
- (F) Details of outstanding loan, advances on salary or debts;
- (G) Cumulative pay for tax and pension purposes;
- (H) Cumulative tax paid;
- (I) National Insurance Number;
- (J) National Insurance contribution rate;
- (K) Other payments or deductions being made for statutory reasons;
- (L) Any other voluntary deductions from pay;
- (M) Civil Service Pension Scheme Membership (Opt-out of Civil Service Pension Scheme, Classic, Classic Plus, Premium, Defined Contribution or other section) or, where relevant Contractor Scheme or other DP/Subcontractor pension scheme membership;
- (N) For pension purposes, the notional reckonable service start 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 ongoing.

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 TA members, or staff 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 2

1. Information to be provided 28 days prior to the Services Commencement Date or Previous Contractor Relevant Transfer Date:
 - (A) Employee's full name;
 - (B) Date of Birth;
 - (C) Home address;
 - (D) Bank/building society account details for payroll purposes; and
 - (E) Tax Code.

SCHEDULE 22: CONTRACTORS ON DEPLOYED MILITARY OPERATIONS**1. Definitions**

- 1.1 For the purposes of this schedule 22 only, the following words and expressions shall have the following meanings:

"Arms" means any weapon, which, for the avoidance of doubt, excludes anything to be used for the purpose of performing the Services;

"Authority to Deploy" means the Authority's formal written authority for the DP to Deploy;

"CONDO Applicable Area (CAA)" means an Operations Area or any other specific area identified by the Authority as CONDO applicable;

"DP's Employees" means those officers, directors and employees of the DP, being UK nationals and TCNs, but excluding LRWs, who are Deployed in connection with the performance of the Services;

"CONDO" means Contractors on Deployed Operations, being contractors providing articles or services or both outside the British Isles within a CAA as part of the civilian component supporting UK armed forces;

"Deploy" means bringing the DP, the DP's Employees, its Subcontractors and the Subcontractor's Employees under the administration and control of the Authority which will take place:

- (A) on entering a Government Establishment for transit to the CAA; or
- (B) on entering the CAA at the nominated entry point; or
- (C) on reporting to the Representative of the Authority when already in the CAA

and "Deployed" shall be construed accordingly;

"Deployment" means the period during any act of preparing, moving and initial setting up of personnel and equipment to enable the delivery of Services within a location identified in CONDO Form 2 issued in accordance with DEFSTAN 05-129 (Issue 5), their presence within that location and their subsequent recovery or redeployment;

"Expected Work Locations" means the locations in the CAA;

"Expected Modes of Transport" means the modes of transport to be used in the CAA for the transportation of the DP, the DP's Employees, its Subcontractors, the Subcontractor's Employees and LRWs specified in this Agreement;

"Local Military Commander" means the senior UK military person within a specific geographical area who is responsible for discipline, security and administration of that area and who for the purposes of this schedule 22 shall be a Representative of the Authority;

"LRWs" means Locally Recruited Workers, being workers who are engaged either by the DP or by its Subcontractors and who normally reside in the country or countries in which the contracted Services are being performed;

"Government Establishment" means all Government sites including Headquarters Buildings, Her Majesty's Ships or Vessels or Service Stations;

"Operations Area (OA)" means an area of land, sea and airspace outside the British Isles (excluding the PJOBS and Germany unless a PJOB is included within an OA due to specific operational circumstances), defined by the Authority and in which a joint UK operational commander (for a joint operations area), or a single service operational commander (for a single service operations area), plans and conducts military operations or exercises to accomplish a specific mission;

"Operations" means any military action or the carrying out of any strategic operational, tactical, service, training or administrative military mission or the process of carrying on combat including any movement, supply, attack, defence and manoeuvre needed to gain the objectives of any battle or campaign;

"OSI" means operation specific information, being information specific to the CAA;

"PJOB" means a permanent joint operating base;

"Representative of the Authority" means in any provision of this schedule 22, the person duly authorised by the Authority to act for the purposes of the provision and identified in this schedule 22 or in any subsequent notice to act for the purposes of the provision;

"Subcontract" means any subcontract entered into by the DP or, where appropriate, by a Subcontractor which requires a Subcontractor to Deploy to the CAA in connection with the performance of the Services;

"Subcontractor" means a subcontractor at any level of contracting with a Subcontract;

"Subcontractor's Employees" means those officers, directors and employees of any Subcontractor, being UK nationals and TCNs, but excluding LRWs, who are Deployed to the CAA in connection with the performance of the Services; and

"TCN" means third country national, being an individual who is not a UK national.

- 1.2 In this schedule 22 the term "procure" shall be interpreted as requiring the DP to use all reasonable efforts to cause the occurrence of the event or outcome concerned, provided that the DP shall remain responsible to the Authority to the full extent of its obligation in relation to that event or outcome if that event or occurrence does not occur.

2. Application

- 2.1 This schedule and the relevant provisions of DEFSTAN 05-129 (Issue 5) shall become effective where this Agreement requires the DP or any Subcontractor or both, to Deploy to undertake tasks at Expected Work Locations in a CONDO Applicable Area (CAA) identified in CONDO Form 2.
- 2.2 If there is any conflict between the terms of this schedule 22 and DEFSTAN 05-129 (Issue 5), the terms of this schedule 22 shall prevail.

3. Authority to Deploy

- 3.1 The DP shall not and shall procure that the DP's Employees, its Subcontractors and the Subcontractor's Employees do not move into or within a CAA in connection with the

performance of the Services until the DP has:

- (A) provided the Authority with all required information for the completion of Part 3 of CONDO Form 1 and CONDO Form 2, as provided in DEFSTAN 05-129 (Issue 5);
- (B) received the Authority's Authority to Deploy in CONDO Form 2, issued as provided in DEFSTAN 05-129 (Issue 5);
- (C) confirmed that the DP's Employees and Subcontractor's Employees have completed the CONDO related training specified by the Authority;
- (D) confirmed that the DP's Employees and Subcontractor's Employees are medically and dentally fit to Deploy and to undertake the tasks to which they are assigned, including being properly immunised;
- (E) provided the Authority with Form T-SL-DES01, completed as provided in DEFSTAN 05-129 (Issue 5), and, on the receipt by the DP of a signed Form T-SL-DES01, confirmed that it has notified the DP's Employees and Subcontractor's Employees of their status as civilians subject to service discipline and their respective nominated Commanding Officer in the CAA;
- (F) received confirmation that all the DP's Employees and Subcontractor's Employees have been security cleared to the levels stated in schedule 30 (*Security*) for the particular tasks;
- (G) confirmed receipt of an appropriate identity card or TCN card issued by the Authority in respect of each individual listed in CONDO Form 2; and
- (H) confirmed that it has undertaken appropriate risk assessments in relation to the Expected Work Locations and the Expected Modes of Transport which support the Deployment.

4. **Authority's right to withhold, withdraw, move and remove**

4.1 The Authority may at any time and from time to time for any operational reason which the Authority in its absolute discretion shall determine:

- (A) withhold or withdraw Authority to Deploy;
- (B) move or require the removal of the DP or a Subcontractor from its current location to a location determined to be appropriate by the Authority in discharging its responsibility under paragraph 9.1;
- (C) move or require the removal of any of the DP's Employees, Subcontractor's Employees or LRWs from their current location to a location determined to be appropriate by the Authority in discharging its responsibility under paragraph 9.1 or in response to the DP's Employees, Subcontractor's Employees or LRWs not acting in accordance with paragraph 8.4(A).

The DP shall, as soon as reasonably practicable, move or remove any DP's Employee, Subcontractor Employee or LRW whom the Authority requires to be moved or removed.

4.2 Where practicable and subject to operational constraints, the Authority shall inform the DP of its intentions prior to moving the DP's Employees, the Subcontractor's Employees and

LRWs in accordance with paragraph 4.1. Where the Authority moves the DP's Employees, the Subcontractor's Employees and LRWs in accordance with paragraph 4.1 without informing the DP, the Authority shall, as soon as reasonably practicable within operational constraints, notify the DP of the location to which the DP's Employees, the Subcontractor's Employees and LRWs have been moved.

- 4.3 The Authority shall not be obliged to give reasons for taking any action in accordance with paragraph 4.1 but may, in its sole discretion, indicate its reasons.
- 4.4 Notwithstanding the provisions of paragraph 4.3, in the event that the DP is involved in any employment claim or dispute arising in connection with any action taken by the Authority under paragraph 4.1, the Authority shall, where reasonably practicable, provide to the DP any relevant information that the DP may reasonably request for the purpose of addressing any such claim or dispute, except any such information the provision of which would be contrary to the interests of national security, in breach of a confidentiality or contractual obligation of the Authority, contrary to a statutory requirement or Government policy or as otherwise reasonably specified by the Authority.

5. The Authority's right to move between Expected Work Locations

The Authority may at any time and from time to time move the DP's Employees, the Subcontractor's Employees and LRWs between Expected Work Locations using the Expected Modes of Transport to undertake the tasks required by this Agreement. Where the Authority moves the DP's Employees, the Subcontractor's Employees and LRWs between Expected Work Locations for periods of longer than 24 hours, the Authority shall, where practicable and where this has been requested by the DP, inform the DP prior to moving the DP's Employees, the Subcontractor's Employees and LRWs or, where this is not practicable or has not been requested by the DP, as soon as reasonably practicable within operational constraints.

6. The Authority's right to move to new work locations which are not Expected Work Locations

- 6.1 The Authority may at any time require the movement of the DP's Employees, the Subcontractor's Employees and LRWs to new work locations which are not Expected Work Locations to undertake the tasks required by this Agreement.
- 6.2 Where the Authority requires the DP's Employees, the Subcontractor's Employees and LRWs to move to undertake tasks at new work locations which are not Expected Work Locations, the Authority shall request the DP's prior written approval of the movement, such approval not to be unreasonably withheld.
- 6.3 The DP shall provide such approval or the reasons for declining to provide such approval within 72 hours of the Authority's request or within such other time period as may be specified in this Agreement.
- 6.4 When a new work location is agreed, this Agreement shall be amended to add that new work location to the list of Expected Work Locations and to make any associated adjustments to this Agreement that may be required.

7. Provision of life support facilities

- 7.1 The DP shall provide living accommodation, laundry facilities, feeding, potable water, transport and fuel for the DP's Employees unless otherwise agreed with the Authority in

this Agreement.

- 7.2 The Authority shall provide, where available, access for the DP's Employees and Subcontractor's Employees to any existing facilities for personal welfare, communications, entertainment and recreation, which are provided for the use of military personnel, unless otherwise agreed with the DP in this Agreement.
- 7.3 The DP shall pay any specified charges for the use of the facilities specified in paragraphs 7.1 and 7.2.
- 7.4 The Authority may, at its discretion, provide chaplaincy services to the DP's Employees and Subcontractor's Employees without charge where such services are available.
- 7.5 The Authority shall provide an operational specific medical warning notice(s) to the DP prior to the DP, the DP's Employees, its Subcontractors and the Subcontractor's Employees being Deployed, providing, where appropriate, information supplementing that provided by the Foreign and Commonwealth Office, on medical issues specific to the CAA.
- 7.6 The DP shall ensure that the DP's Employees, and shall procure that the Subcontractor's Employees are medically fit and dentally fit to Deploy and to undertake the tasks to which they are assigned, including, taking into account any notices issued under paragraph 7.5, being appropriately immunised.
- 7.7 Unless otherwise specified by the Authority in this Agreement and where medical facilities exist, the Authority shall provide to the DP's Employees and Subcontractor's Employees free of charge, medical treatment and emergency dental treatment, equivalent to that provided to military personnel whilst Deployed.
- 7.8 Where the DP's Employees or Subcontractor's Employees have been Deployed in breach of paragraph 7.6, the Authority reserves the right to:
- (A) charge the DP reasonable and proper charges for the provision of medical or dental treatment; or
 - (B) move or require the removal of any such DP's Employees or Subcontractor's Employees following the exercise of its right under paragraph 4.1(A).
- 7.9 The Authority shall provide, free of charge, first-aid treatment to LRWs whilst they are at an Expected Work Location or travelling between Expected Work Locations in support of this Agreement.
- 7.10 With regard to medical evacuation:
- (A) the DP shall be responsible for the medical evacuation of both the DP's Employees and Subcontractor's Employees unless otherwise notified by the Authority;
 - (B) where it is not safe or practicable for the DP to discharge its responsibilities under paragraph 7.10(A), the Authority shall, where reasonably practicable, move the DP's Employees and Subcontractor's Employees to a safe area from which the DP is able to take over the medical evacuation of the DP's Employees or Subcontractor's Employees on either a repayment basis or, at the Authority's discretion, free of charge.

7.11 With regard to repatriation:

- (A) the DP shall be responsible for the repatriation of deceased DP's Employees and deceased Subcontractor's Employees unless otherwise notified by the Authority;
- (B) where it is not safe or practicable for the DP to discharge his responsibilities under paragraph 7.11(A), the Authority shall, where reasonably practicable, move deceased DP's Employees and deceased Subcontractor's Employees to a safe area from which the DP is able to take over the repatriation of deceased DP's Employees and deceased Subcontractor's Employees, on either a repayment basis or, at the Authority's discretion, free of charge.

7.12 The Authority may provide, at its discretion, subject to compliance with the processes set out in DEFSTAN 05-129 (Issue 5), personal cheque encashment facilities to those DP Employee's and Subcontractor Employees who are Deployed, but not to LRWs, where such facilities are available to military personnel.

8. The DP's Obligations

8.1 Risk Assessments

- (A) The DP shall carry out risk assessments for all Expected Work Locations in the CAA and for the Expected Modes of Transport to and between Expected Work Locations, and, as far as is practicable, shall maintain their currency during the term of any Deployment. The Authority shall provide information in support of such risk assessments as far as it is able.
- (B) Where:
 - (1) the DP's risk assessment demonstrates that the safety environment at an Expected Work Location within the CAA or in respect of the Expected Modes of Transport to and between the Expected Work Locations provides justification either not to Deploy the DP's Employees and Subcontractor's Employees or to withdraw the DP's Employees, Subcontractor's Employees and LRWs from an existing Deployment; or
 - (2) the DP does not have sufficient information to undertake a proper risk assessment;

the DP may decline to provide personnel for a task or withdraw them from an existing Deployment in accordance with paragraph 8.2.

8.2 Right to Withdraw

- (A) If the DP's risk assessment demonstrates the circumstances set out in paragraph 8.1(B)(1), or the DP does not have sufficient information to undertake a proper risk assessment in accordance with paragraph 8.1(B)(2):
 - (1) the DP shall inform the Authority at the earliest opportunity;
 - (2) whilst the DP is considering whether or not to Deploy the DP's Employees and Subcontractor's Employees, or to withdraw the DP's Employees, Subcontractor's Employees and LRWs, the DP shall keep the Authority informed of the DP's intentions by means of regular updates;

- (3) the DP shall consult with the Authority to ensure that there is an informed exchange of information and to discuss the DP's concerns.
- (B) The DP shall consider as part of its on-going risk assessment any additional information provided by the Authority which may become available. If the Authority considers that any withdrawal required by the DP cannot be carried out safely, the Authority will inform the DP at the earliest opportunity.
- (C) if, following such consultation, discussion and further consideration, the DP decides that the safety environment is such that the DP's Employees and Subcontractor's Employees will not be Deployed or the DP's Employees and Subcontractor's Employees and LRWs will be withdrawn, the DP shall notify the Authority of its decision without delay.

8.3 Personnel

- (A) The DP shall provide to the Authority all information necessary for the completion of Part 3 of CONDO Form 1 and CONDO Form 2 and shall provide to the Authority duly completed CONDO Form 4A, CONDO Form 4B and Form T-SL-DES01 (as provided in DEFSTAN 05-129 (Issue 5)) no later than 48 hours prior to the DP being Deployed.
- (B) The DP shall provide to the Authority a duly completed CONDO Form 3 (as provided in DEFSTAN 05-129 (Issue 5)) by the fifth day of each month once Deployed and shall keep an accurate record of the details provided to the Authority.
- (C) If the DP becomes aware that any of the DP's Employees, Subcontractor's Employees or LRWs has died, suffered a serious accident, suffered injury, become a prisoner of war or been taken hostage, the DP shall ensure that the Authority and the next of kin of the DP's Employee or LRW concerned, and procure that the next of kin of the Subcontractor's Employee or LRW concerned are informed as quickly as possible.

8.4 Conduct

- (A) The DP shall require the DP's Employees, Subcontractor's Employees and LRWs to act in a responsible manner and shall require the DP's Employees, Subcontractor's Employees and LRWs to make themselves aware of and comply with the Local Military Commander's orders, instructions, regulations and procedures.
- (B) The DP shall, as far as it is able and based on the information available to it:
 - (1) inform the DP's Employees and procure that the Subcontractor informs the Subcontractor's Employees prior to them being Deployed of their status whilst they are Deployed;
 - (2) inform the DP's LRWs and procure that the Subcontractor informs the Subcontractor's LRWs of their status whilst they are at an Expected Work Location or travelling between Expected Work Locations in support of this Agreement; and
 - (3) provide updates in relation to their respective status as appropriate.

- (C) The DP shall ensure that the DP's Employees, and shall procure that the Subcontractor's Employees and LRWs are aware that they may at any time be subject to a search of their person, property or vehicles and require their co-operation in relation to any such search.
- (D) The DP shall require the DP's Employees and Subcontractor's Employees to report to the Authority's nominated CAA entry and exit points respectively on arrival and departure from the CAA and, during the Deployment, to any reporting point within the CAA nominated by the Authority.
- (E) The DP shall ensure that the DP's Employees and shall procure that the Subcontractor's Employees and LRWs report to the Authority's nominated briefing centre as specified by the Authority for operational briefings as required by the Authority.
- (F) If the Authority, in its absolute discretion, restricts the movement within the CAA of the DP, the DP's Employees, the Subcontractor and the Subcontractor's Employees and LRWs, the DP shall inform the DP's Employees, the Subcontractor, the Subcontractor's Employees and LRWs as soon as practicable and require the DP's Employees, the Subcontractor and the Subcontractor's Employees and LRWs to comply with any such restriction.
- (G) The DP shall ensure that the DP's Employees, shall procure that the Subcontractor's Employees whilst they are Deployed, and shall ensure that LRWs at any time whilst they are at an Expected Work Location or travelling between Expected Work Locations, do not carry Arms.

8.5 Clothing, Equipment and Transport

- (A) The DP shall, during the Deployment, ensure that the DP's Employees and shall procure that the Subcontractor's Employees and LRWs have appropriate equipment and clothing for the climate and the tasks which the DP is contracted to undertake.
- (B) The DP shall ensure that the DP's Employees and shall procure that the Subcontractor's Employees and LRWs do not wear clothing, including company livery, which detracts from their civilian status. The DP shall ensure that the DP's Employees and shall procure that the Subcontractor's Employees avoid the use of vehicles, equipment and property that could be confused with military vehicles, equipment and property, other than those issued to the DP by the Authority for the purposes of this Agreement or as otherwise directed by the Local Military Commander.
- (C) The DP shall be responsible for the provision of transportation for the DP's Employees, Subcontractor's Employees and LRWs and their equipment to, from and within the CAA. Where the provision of such transportation by the DP is not commercially available or cost effective, the Authority may in its sole discretion, where reasonably practicable, offer assistance at a price to be agreed on a repayment basis, or at the Authority's discretion, free of charge.
- (D) Where the Authority has moved the DP's Employees, Subcontractor's Employees and LRWs:
 - (1) under paragraph 4.1 in discharging its responsibility under paragraph 9.1 (but not where it has moved the DP's Employees, Subcontractor's Employees

and/or LRWs as a result of them not acting in accordance with paragraphs 7.6 or 8.4(A); or

- (2) under paragraphs 5 or 6;

the cost and provision of such transportation shall be borne by the Authority.

8.6 Health and Safety

The DP shall ensure that the DP's Employees, and shall procure that the Subcontractor's Employees and LRWs, as far as reasonably practicable, undertake all work in a manner comparable with the requirements of the UK's health, safety and environmental legislation, or in accordance with the equivalent requirements of the host nation where these are more stringent.

8.7 ID cards

- (A) The DP shall ensure that all information, including that specified in DEFSTAN 05-129 (Issue 5), required for the issue of identity cards or TCN cards to those of the DP's Employees and Subcontractor's Employees who are authorised to Deploy is provided to the Authority in accordance with the processes set out in DEFSTAN 05-129 (Issue 5).
- (B) The DP shall inform the DP's Employees and Subcontractor's Employees that the Authority will issue to the DP the appropriate MOD identity card or TCN card for each of them.
- (C) The DP shall ensure that all information, including that specified in the Local Military Commander's orders, instructions, regulations and procedures, required for the issue of day security passes to the DP's and Subcontractor's LRWs is provided to the Authority in accordance with the processes set out in the Local Military Commander's orders, instructions, regulations and procedures.
- (D) The DP shall identify those of the DP's Employees, Subcontractor's Employees and LRWs who are to be employed solely on medical, dental or spiritual welfare services to enable the Authority to issue separate identity cards and "Red Cross armlets" for those DP's Employees, Subcontractor's Employees and LRWs.
- (E) The DP shall be responsible for the safe-keeping of all identity cards, TCN cards and security passes issued to the DP's Employees, Subcontractor's Employees and LRWs and shall require the DP's Employees to wear and shall procure that the Subcontractor's Employees and LRWs wear those identity cards, TCN cards and security passes as instructed by the Local Military Commander. The DP shall inform the DP's Employees, Subcontractor's Employees and LRWs that any misuse, modification or misappropriation of their identity cards, TCN cards or security passes may result in action being taken by the Authority under paragraph 4.1.

8.8 Training

The DP shall ensure that the DP's Employees, and shall procure that the Subcontractor's Employees and LRWs, are provided with the appropriate level of CONDO related training for each Deployment.

8.9 Public Relations

The DP shall not make any press statement or undertake any publicity, advertising or marketing campaigns, including for recruitment, specifically referring to this Agreement without the prior written consent of the Authority.

9. The Authority's Responsibilities

- 9.1 The Authority shall afford appropriate protection commensurate with the threat for the DP's Employees and Subcontractor's Employees and the DP's and Subcontractor's property whilst Deployed and for LRWs whilst they are at an Expected Work Location or travelling between Expected Work Locations in support of this Agreement and take such steps as are reasonable to ensure their safety, including, if necessary, removing or evacuating them from the area under threat.
- 9.2 The Authority shall, where appropriate, issue to the DP personal protective equipment of a non-primary work related nature for the use of the DP's Employees, Subcontractor's Employees and LRWs and provide instruction in the use of any such personal protective equipment.
- 9.3 The Authority shall, prior to the DP being Deployed and during the Deployment, provide the DP with appropriate OSI relevant to the Deployment, including the types of information identified within DEFSTAN 05-129 (Issue 5).
- 9.4 The Authority shall in accordance with DEFSTAN 05-129 (Issue 5) and prior to the DP being Deployed, issue:
- (A) a MoD Contractor's Defence Identity Card for each of the DP's Employees and Subcontractor's Employees, who are UK nationals (except those identified under paragraph 9.4(B)), where an application has been correctly submitted and proof of appropriate security clearance has been provided;
 - (B) a MoD Fldent 106 identity card and a "Red Cross armlet" for each of the DP's Employees and Subcontractor's Employees who are identified by the DP as being solely employed on medical, dental or spiritual welfare services;
 - (C) a TCN card – for each of the DP's Employees and Subcontractor's Employees who are third country nationals where an application has been correctly submitted.
- 9.5 The Authority shall, subject to military regulations, issue:
- (A) an appropriate day security pass to each LRW (except those identified under paragraph 9.5(B), under the arrangements of the Local Military Commander;
 - (B) a MoD Fldent 107 identity card and a "Red Cross armlet" to each LRW who is identified by the DP as being solely engaged on medical, dental or spiritual welfare services, under the arrangements of the Local Military Commander;
 - (C) an appropriate security pass to each TCN under the arrangements of the Local Military Commander.
- 9.6 The Authority shall provide at the Authority's nominated briefing centre appropriate operational briefings free of charge to the DP's Employees, Subcontractor's Employees and LRWs as part of the initial reception process and thereafter as necessary.

9.7 The Authority shall make the Local Military Commander's orders, instructions, regulations and procedures available to the DP's representative in the CAA in such a manner as to facilitate compliance by the DP with its obligations in particular under paragraphs 8.4(A), 8.4(F) and 8.7(C).

9.8 If the Authority becomes aware of any of the circumstances mentioned in paragraph 8.3(C), where the Authority believes that the DP is not already so aware the Authority shall advise the DP accordingly.

10. **Subcontracts**

10.1 If the DP enters into any Subcontract, the DP shall incorporate into any such Subcontract the terms set out in appendix 1 to this schedule 22.

10.2 The DP shall ensure that the Authority may enforce against a Subcontractor any provision conferring a benefit on the Authority contained in appendix 1 to this schedule 22 as incorporated into any Subcontract, and neither the DP nor any Subcontractor shall be entitled to exclude such right of the Authority.

10.3 Subject always to the Subcontractor complying with the terms of appendix 1 to this schedule 22, any Subcontractor having appendix 1 to this schedule 22 incorporated into its Subcontract may enforce against the Authority any provision of this schedule 22 conferring a benefit upon it, and neither the Authority nor the DP shall be entitled to exclude such right of any such Subcontractor.

11. **Performance of the Contract**

11.1 The Parties acknowledge that, if the Authority exercises its rights under paragraphs 4.1 or 8.4(F) of this schedule, or the DP withdraws the DP's Employees, Subcontractor's Employees and LRWs in accordance with paragraphs 8.1(B) and 8.2, the DP may be unable to perform certain or all of its obligations under this Agreement in accordance with its terms, either in the manner or at the time intended or at all. Subject to paragraph 11.2, to the extent that it can be established that the exercise of the Authority's rights under paragraphs 4.1 or 8.4(F), or the withdrawal of the DP's Employee's Subcontractor's Employees and LRWs in accordance with paragraphs 8.1(B) and 8.2 has directly caused:

(A) the DP's non-performance of an obligation under this Agreement; or

(B) the DP's delay in performing an obligation under this Agreement; or

(C) a change in the DP's costs of performing its obligations under this Agreement which is attributable to the exercise of those rights by the Authority or the withdrawal of the DP's Employees, Subcontractor's Employees and LRWs;

the DP shall be entitled to submit a claim:

(D) for relief from performing that obligation;

(E) to delay its performance of that obligation;

(F) for a corresponding adjustment to this Agreement in relation to price or delivery.

11.2 Notwithstanding the provisions of paragraph 11.1, the DP shall not be entitled to be granted relief from performing an obligation under this Agreement, or to delay its

performance of an obligation, or to a corresponding adjustment to this Agreement in relation to price or delivery, where and to the extent that the DP:

- (A) failed to comply with its obligations under paragraphs 3.1, 7.6, 8.1(A), 8.4(A), 8.4(C), 8.4(D), 8.4(E), 8.4(F), 8.4(G), 8.5(A), 8.5(B), 8.6, 8.7(E) and 8.8 of this schedule 22 and such failure gave rise to the exercise by the Authority of its rights under paragraphs 4.1 or 8.4(F); or
- (B) invalidly exercised its right to withdraw under paragraphs 8.1(B) and 8.2.

APPENDIX 1

1. **Definitions**

- 1.1 For the purposes of this appendix 1 only, the following words and expressions shall have the following meanings:

"Agreement" means this subcontract;

"Arms" means any weapon, which, for the avoidance of doubt, excludes anything to be used for the purpose of performing the Contract, this Agreement and any Subcontract;

"Authority" means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland;

"Authority to Deploy" means the Authority's formal written authority for the DP to Deploy;

"CONDO Applicable Area (CAA)" means an Operations Area or any other specific area identified by the Authority as CONDO applicable;

"CONDO" means Contractors on Deployed Operations, being contractors providing articles or services or both outside the British Isles within a CAA as part of the civilian component supporting UK armed forces;

"Contract" means Contract No LCS(T)/0001 between the Authority and the DP;

"DP" means Leidos Europe, Limited;

"Deploy" means bringing the DP, the DP's Employees, its Subcontractors and the Subcontractor's Employees under the administration and control of the Authority, which, for the avoidance of doubt, includes the Second Party and the Second Party's Employees and which will take place:

- (A) on entering a Government Establishment for transit to the CAA; or
- (B) on entering the CAA at the nominated entry point; or
- (C) on reporting to the Representative of the Authority when already in the CAA

and "Deployed" shall be construed accordingly;

"Deployment" means the period during any act of preparing, moving and initial setting up of personnel and equipment to enable the delivery of Services within a location identified in CONDO Form 2 issued in accordance with the Authority's DEFSTAN 05-129 (Issue 5), their presence within that location and their subsequent recovery or redeployment;

"Expected Work Locations" means the locations in the CAA;

"Expected Modes of Transport" means the modes of transport to be used in the CAA for the transportation of the DP, the DP's Employees, its Subcontractors, the Subcontractor's Employees and LRWs, which, for the avoidance of doubt, includes the Second Party, the Second Party's Employees and LRWs, specified in the Contract, this Agreement and any Subcontract;

"First Party" means *[insert name of purchaser, i.e. the legal entity that is placing the Agreement on the supplier]*;

"Government Establishment" means all Government sites including Headquarters Buildings, Her Majesty's Ships or Vessels or Service Stations;

"Local Military Commander" means the senior UK military person within a specific geographical area who is responsible for discipline, security and administration of that area and who for the purposes of this appendix 1 shall be a Representative of the Authority;

"LRWs" means Locally Recruited Workers, being workers who are engaged by the Second Party or by its Subcontractors and who normally reside in the country or countries in which the contracted Services are being performed;

"Operations Area (OA)" means an area of land, sea and airspace outside the British Isles (excluding the PJOBS and Germany unless a PJOB is included within an OA due to specific operational circumstances), defined by the Authority and in which a joint UK operational commander (for a joint operations area), or a single service operational commander (for a single service operations area), plans and conducts military operations or exercises to accomplish a specific mission;

"PJOB" means a permanent joint operating base;

"Representative of the Authority" means in any provision of this appendix 1, the person duly authorised by the Authority to act for the purposes of the provision and identified in this appendix 1 or in any subsequent notice to act for the purposes of the provision;

"Second Party" means *[insert name of supplier]*;

"Second Party Employees" means those officers, directors and employees, of the Second Party, being UK nationals and TCNs, but excluding LRWs, who are Deployed to the CAA in connection with the performance of the Contract, this Agreement and any Subcontract;

"Subcontract" means any subcontract entered into by the Second Party or, where appropriate, by a Subcontractor which requires a Subcontractor to Deploy to the CAA in connection with the performance of the Contract, this Agreement and any subcontract;

"Subcontractor" means a subcontractor at any level of contracting with a Subcontract;

"Subcontractor's Employees" means those officers, directors and employees of any Subcontractor, being UK nationals and TCNs, but excluding LRWs, who are Deployed to the CAA in connection with the performance of the Contract, this Agreement and any Subcontract;

"TCN" means third country national, being an individual who is not a UK national;

- 1.2 In this appendix 1 the term "procure" shall be interpreted as requiring the Second Party to use all reasonable efforts to cause the occurrence of the event or outcome concerned, provided that the Second Party shall remain responsible to the First Party to the full extent of its obligation in relation to that event or outcome if that event or occurrence does not occur.

2. Subcontracts

- 2.1 If the Second Party enters into any Subcontract, the Second Party shall incorporate into any such Subcontract the terms set out in this appendix 1.
- 2.2 The Authority may enforce against the Second Party any provision conferring a benefit on the Authority contained in paragraphs 1-7 of this appendix 1 and neither the First Party nor the Second Party shall be entitled to exclude such right of the Authority.
- 2.3 Subject always to the Second Party complying with the terms of paragraphs 1-7 of this appendix 1, the Second Party may enforce against the Authority any provision of schedule 22 (Contractors on Deployed Operations) of the Contract conferring a benefit upon Subcontractors and neither the Authority nor the First Party shall be entitled to exclude such right of the Second Party.

3. Authority to Deploy

- 3.1 The Second Party shall not and shall procure that the Second Party's Employees, its Subcontractors and the Subcontractor's Employees do not move into or within the CAA in connection with the performance of the Contract, this Agreement or any Subcontract until the DP has:
- (A) provided the Authority with all required information for the completion of Part 3 of CONDO Form 1 and CONDO Form 2, as provided in the Authority's DEFSTAN 05-129 (Issue 5);
 - (B) received the Authority's Authority to Deploy in CONDO Form 2, issued as provided in the Authority's DEFSTAN 05-129 (Issue 5);
 - (C) confirmed that the Second Party's Employees and the Subcontractor's Employees have completed the CONDO related training specified by the Authority;
 - (D) confirmed that the Second Party's Employees and the Subcontractor's Employees are medically and dentally fit to Deploy and to undertake the tasks to which they are assigned, including being properly immunised;
 - (E) provided the Authority with Form T-SL-DES01, completed as provided in the Authority's DEFSTAN 05-129 (Issue 5) in respect of the Second Party's Employees and its Subcontractor's Employees;
 - (F) confirmed to the Authority, after receiving confirmation from the Second Party, that the Second Party has received a signed Form T-SL-DES01 and notified the Second Party's Employees and Subcontractor's Employees of their status as civilians subject to service discipline and their respective nominated Commanding Officer in the CAA;
 - (G) received confirmation that the Second Party's Employees and its Subcontractor's Employees have been security cleared to the levels required by the Authority as stated in the Contract, this Agreement and any Subcontract for the particular tasks;
 - (H) confirmed receipt by the Second Party of an appropriate identity card or TCN card issued by the Authority in respect of each individual listed in CONDO Form 2; and
 - (I) confirmed that the DP has undertaken appropriate risk assessments in relation to

the Expected Work Locations and the Expected Modes of Transport which support the Deployment;

and the DP has notified the First Party and the First Party has notified the Second Party that he may move into or within the CAA in connection with the performance of the Contract, this Agreement and any Subcontract.

4. **Authority's right to withhold, withdraw, move and remove**

4.1 The Authority may at any time and from time to time for any operational reason which the Authority in its absolute discretion shall determine:

- (A) withhold or withdraw Authority to Deploy;
- (B) move or require the removal of the Second Party or a Subcontractor from its current location to a location determined to be appropriate by the Authority in taking reasonable steps for their safety;
- (C) move or require the removal of any of the Second Party's Employees, its Subcontractor's Employees or LRWs from their current location to a location determined to be appropriate by the Authority in providing protection or in response to the Second Party's Employees, its Subcontractor's Employees or LRWs not acting in accordance with paragraph 7.2(A).

The Second Party shall, as soon as reasonably practicable, move or remove any Second Party's Employee, Subcontractor Employee or LRW whom the Authority requires to be moved or removed.

4.2 Where practicable and subject to operational constraints, the Authority shall inform the DP of its intentions prior to moving the Second Party's Employees, the Subcontractor's Employees and LRWs in accordance with paragraph 4.1. Where the Authority moves the Second Party's Employees, the Subcontractor's Employees and LRWs in accordance with paragraph 4.1 without informing the DP, the Authority shall, as soon as reasonably practicable within operational constraints, notify the DP of the location to which the Second Party's Employees, the Subcontractor's Employees and LRWs have been moved.

4.3 The Authority shall not be obliged to give reasons for taking any action in accordance with paragraph 4.1 but may, in its sole discretion, indicate its reasons.

4.4 Notwithstanding the provisions of paragraph 4.3, in the event that the Second Party is involved in any employment claim or dispute arising in connection with any action taken by the Authority under paragraph 4.1, the Authority shall, where reasonably practicable, provide to the DP, the First Party or the Second Party as appropriate any relevant information that the Second Party may reasonably request for the purpose of addressing any such claim or dispute, except any such information the provision of which would be contrary to the interests of national security, in breach of a confidentiality or contractual obligation of the Authority, contrary to a statutory requirement or Government policy or as otherwise reasonably specified by the Authority.

5. **The Authority's right to move between Expected Work Locations**

The Authority may at any time and from time to time move the Second Party's Employees, its Subcontractor's Employees and LRWs between Expected Work Locations using the Expected Modes of Transport to undertake the tasks specified in the Contract, this

Agreement and any Subcontract. Where the Authority moves the Second Party's Employees, its Subcontractor's Employees and LRWs between Expected Work Locations for periods of longer than 24 hours, the Authority shall, where practicable and where this has been requested by the Second Party, inform the DP prior to moving the Second Party's Employees, the Subcontractor's Employees and LRWs or, where this is not practicable or has not been requested by the Second Party, as soon as reasonably practicable within operational constraints.

6. The First Party's Obligations

- 6.1 If the Authority provides to the DP an operational specific medical warning notice providing information, supplementing that provided by the Foreign and Commonwealth Office, on medical issues specific to the CAA, the First Party shall provide any such information that it receives to the Second Party.

7. The Second Party's Obligations

7.1 Personnel

- (A) The Second Party shall ensure that the Second Party's Employees, and shall procure that its Subcontractor's Employees, are medically fit and dentally fit to Deploy and to undertake the tasks to which they are assigned including, taking into account any notices issued under paragraph 6.1, being appropriately immunised.
- (B) The Second Party shall provide to the First Party all information necessary in respect of the Second Party's Employees and its Subcontractor's Employees for the completion of Part 3 of CONDO Form 1 and CONDO Form 2 and to enable the DP to properly complete CONDO Form 4A, CONDO Form 4B and Form T-SL-DES01 (as provided in Authority's DEFSTAN 05-129 (Issue 5)) no later than 48 hours prior to the Second Party being Deployed.
- (C) The Second Party shall provide to the First Party all information necessary in respect of the Second Party's Employees and its Subcontractor's Employees to enable the DP to properly complete CONDO Form 3 (as provided in the Authority's DEFSTAN 05-129 (Issue 5)) by the fifth day of each month once the Second Party has Deployed and shall keep an accurate record of the details provided to the First Party.
- (D) If the Second Party becomes aware that any of the Second Party's Employees, its Subcontractor's Employees or LRWs has died, suffered a serious accident, suffered injury, become a prisoner of war or been taken hostage, the Second Party shall ensure that the Authority, the First Party and the next of kin of the Second Party's Employee or LRW concerned, and procure that the next of kin of its Subcontractor's Employee or LRW concerned are informed as quickly as possible.

7.2 Conduct

- (A) The Second Party shall require the Second Party's Employees, its Subcontractor's Employees and LRWs to act in a responsible manner and shall require the Second Party's Employees, its Subcontractor's Employees and LRWs to make themselves aware of and comply with the Local Military Commander's orders, instructions, regulations and procedures.
- (B) The Second Party shall, as far as it is able and based on the information available

to it:

- (1) inform the Second Party's Employees and procure that its Subcontractors inform the Subcontractor's Employees prior to them being deployed of their status whilst they are Deployed;
 - (2) inform the Second Party's LRWs and procure that its Subcontractors inform the Subcontractor's LRWs of their status whilst they are at an Expected Work Location or travelling between Expected Work Locations in support of the Contract; and
 - (3) provide updates in relation to their respective status as appropriate.
- (C) The Second Party shall ensure that the Second Party's Employees, and shall procure that its Subcontractor's Employees and LRWs are aware that they may at any time be subject to a search of their person, property or vehicles and require their cooperation in relation to any such search.
- (D) The Second Party shall require the Second Party's Employees and Subcontractor's Employees to report to the Authority's nominated CAA entry and exit points respectively on arrival and departure from the CAA and, during the Deployment, to any reporting point within the CAA nominated by the Authority.
- (E) The Second Party shall ensure that the Second Party's Employees, and shall procure that its Subcontractor's Employees and LRWs report to the Authority's nominated briefing centre as specified by the Authority for operational briefings as required by the Authority.
- (F) If the Authority, in its absolute discretion, restricts the movement within the CAA of the Second Party, the Second Party's Employees, its Subcontractors, the Subcontractor's Employees and LRWs, the Second Party shall inform the Second Party's Employees, its Subcontractors, the Subcontractor's Employees and LRWs as soon as practicable and require the Second Party's Employees, its Subcontractors, the Subcontractor's Employees and LRWs to comply with any such restriction.
- (G) The Second Party shall ensure that the Second Party's Employees, shall procure that its Subcontractor's Employees whilst they are Deployed, and shall ensure that LRWs at any time whilst they are at an Expected Work Location or travelling between Expected Work Locations, do not carry Arms.

7.3 Clothing, Equipment and Transport

- (A) The Second Party shall, during the Deployment, ensure that the Second Party's Employees and shall procure that its Subcontractor's Employees and LRWs have appropriate equipment and clothing for the climate and the tasks which the Second Party is contracted to undertake.
- (B) The Second Party shall ensure that the Second Party's Employees, and shall procure that its Subcontractor's Employees and LRWs do not wear clothing, including company livery, which detracts from their civilian status. The Second Party shall ensure that the Second Party's Employees and shall procure that its Subcontractor's Employees avoid the use of vehicles, equipment and property that could be confused with military vehicles, equipment and property, other than those