

OFFICIAL – SENSITIVE COMMERCIAL

SCHEDULE 13

INFRASTRUCTURE MATTERS

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Infrastructure Matters

1 DEFINITIONS

In this Schedule, the following definitions (already set out in Schedule 1 (*Definitions*)) shall apply:

“Authority Premises” has the meaning specified in Schedule 1 (*Definitions*);

“Estate and White Fleet List” the Supplier's list of the Authority Premises and White Fleet as detailed in the Financial Model and contained at Annex C of this of this Schedule 13 (*Infrastructure Matters*);

“Sites” has the meaning specified in Schedule 1 (*Definitions*);

“MRV” mobile recruiting vehicles being a collection of modified minivans and lorries.

2 SUPPLIER USE OF AUTHORITY PREMISES

- 2.1 The Authority has agreed to use by the Supplier of the Authority Premises for the provision of the Services listed at Annex A of this Schedule 13 (*Infrastructure Matters*).

The Authority cannot guarantee the availability of specific Authority Premises throughout the life of this Agreement, due to the possibility of events occurring under extenuating circumstances which are outside the control of the Authority. Changes in the composition and/or changes to specific Authority Premises will be subject to the Change Control Procedure detailed in Schedule 8.2 (*Change Control Procedure*).

The Authority has an agreed extension period at Army Recruiting Group HQ at Upavon up until 31 March 2028, to allow the AFRS Supplier sufficient time to TUPE Staff, and transfer data and equipment from this site as necessary. The Supplier may continue to operate extant services, with staff and equipment based at Upavon as at the date of this Agreement and this usage will apply between SCD2 to March 2028. The Supplier shall not permit any additional staff to work from Upavon and no additional services shall be administered from Upavon.

The Supplier acknowledges that the use of the Authority Premises is on an “as-is, where-is” basis, without any warranty or representation on the Authority’s part as to suitability or current state. The Authority shall to the extent practically possible use reasonable endeavours to ensure the Authority Premises adhere to statutory obligations which are legally binding against the Authority and which apply to the current use for which the Authority Premises are used as at the date hereof. Without prejudice to the foregoing the Authority confirms that it is not aware of any issue which means the Authority Premises are not safe for the current use being undertaken at the Authority Premises.

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The Supplier acknowledges that to the extent the Supplier wishes to occupy and use some of the Authority Premises for longer hours than the leases as at the date hereof permit the Authority will at the Supplier's cost apply to the landlords to alter the permitted hours/days in such leases but the Supplier shall not be entitled to any relief or compensation should the landlord(s) refuse the alterations requested.

If the Supplier wishes to undertake alterations (both structural and non-structural) to the Authority Premises the Supplier shall follow one of the infrastructure delivery mechanisms outlined below:

- a. **(Authority Lead - Army TLB) DIO Delivery** - Infrastructure delivery through the Army TLB Delivery Agent. A Statement of Need (SON) is produced in conjunction with Supplier, Army TLB and the Authority and prioritised through the Army Balance of Investment (BOI) process (approx 18 month). DIO is the lead for both design and delivery activities (delivery time will be dependent upon the scale and complexity of individual projects). The funding for DIO delivered projects will part of the Authority Retained Costs.
- b. **(Authority Lead - RAF/RN/DBS) (REDACTED) DIO Delivery** - Infrastructure delivery through RAF/RN/DBS Delivery Agent. A Statement of Need (SON) is produced in conjunction with Supplier, resourcing TLB and the Authority and prioritised through the Balance of Investment (BOI) process (up to 12 month). DIO is the lead for both design and delivery activities (delivery time will be dependent upon the scale and complexity of individual projects). The funding for DIO delivered projects will form part of the Authority Retained Costs line.
- c. **(Authority Lead) Reserve Forces Cadet Association (RFCA) Estate and Delivery** - All RFCA estate changes are delivered through an RFCA delivery agent. Design and delivery responsibilities will be the responsibility of the relevant (Regional) RFCA delivery agent and will be project dependent. Funding for refurbishments made to RFCA estate will be through Authority Retained Costs.
- d. **Supplier Delivery: DIO Exemption** - The exemption process is available to those properties that fall within the Public Facing Estate category. Use of this mechanism allows the Supplier to provision works on the estate. DIO and Authority stakeholders must be engaged throughout the process for assurance purposes and to ensure the works delivered align with bidders' final tenders. Costs for this work will be subject to the TCIF charging mechanism.

Please refer to the Indicative Delivery Mechanisms diagrams contained at Annex D of this Schedule 13 (*Infrastructure Matters*) for an outline of the process and documents to be submitted to seek Authority consent to undertake alterations.

Any alterations authorised pursuant to one of the infrastructure delivery mechanisms above will be undertaken in accordance with JSP 850 "Infrastructure and Estate Policy, Standards and Guidance" as is applicable as at the date the alterations are undertaken or such other standards as the Authority shall specify.

The Supplier acknowledges that it shall not be permitted to use its own properties for the provision of Services in Northern Ireland. The Supplier must utilise the indicative DIO mechanism to deliver infrastructure work to make alterations to facilities in Northern Ireland.

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- 2.2 Any land or premises (including temporary buildings) and GFE (as defined in Paragraph 8.1 of this Schedule) made available to the Supplier by the Authority in connection with this Agreement shall be made available to the Supplier in accordance with Schedule 7.1 (*Charges and Invoicing*) Paragraph 8, part A., unless otherwise stated in this Agreement, and shall be used by the Supplier solely for the purposes of performing the Services under this Agreement. The Supplier shall have the use of such land or premises as licensee and shall vacate the same upon termination or expiry of this Agreement. The Authority will be responsible for and discharge all liabilities relating to Authority Premises upon the right to occupy such Authority Premises ceasing or expiring, such liability shall include settling all dilapidations liability. Any utilities required by the Supplier shall be paid for by the Authority. However, the Supplier, shall employ the utmost economy in the use of heating, lighting and shall to the extent they have responsibility seek to minimise waste from the Authority Premises.
- 2.3 The Supplier acknowledges that:
- (a) it shall occupy the Authority Premises (and the whole or any part of any of them) as a licensee and that no relationship of landlord and tenant is created between the Authority and the Supplier pursuant to this Agreement;
 - (b) the Authority retains control, possession and overall management of the Authority Premises save that the Supplier is required to adhere to and comply with the Building Custodian role and responsibilities detailed in Annex B of this Schedule 13 (*infrastructure Matters*) during the Term and the Supplier has no right to exclude the Authority from the Authority Premises and must permit any landlord or superior landlord to exercise the rights excepted and reserved in the relevant lease;
 - (c) the licence to occupy granted by this Agreement is personal to the Supplier and is not assignable and/or transferrable except to Key-Sub-contractors directly or indirectly involved in providing the Services where the Supplier shall have the right to grant a sub-licence on equivalent terms;
 - (d) the Authority shall be entitled at any time during the Term on giving reasonable notice to require the Supplier to transfer to comparable space within the same town as the Authority Premises which is being substituted. The Authority will submit such a requirement as a Change Request and any additional costs associated with such a transfer by the Supplier will be agreed in accordance with Schedule 8.2 (*Change Control Procedure*); and
 - (e) in the event of a conflict between this Schedule and the Estate and White Fleet List contained at Annex C of this Schedule 13 (*Infrastructure Matters*) such conflict shall be resolved in favour of the main terms of this Schedule.
- 2.4 The Supplier shall have no claim against the Authority for any additional cost or delay occasioned by the closure for UK public statutory and bank holidays of Authority Premises.

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- 2.5 The status to be accorded to the Supplier's Personnel for messing purposes will be at the discretion of the Authority's representative at each Site.
- 2.6 The Supplier shall implement a best practice health and safety regime in respect of the Authority Premises (in its role as office manager/building custodian) and the Supplier shall adhere to (to extent within the Supplier's responsibilities) all health and safety laws and standards relating to the occupation and use of premises and such duty to apply to all of the Authority Premises which the Supplier uses or occupies in order to provide the Services.
- 2.7 The Supplier shall take all practical steps to assist the Authority to minimise the facilities management costs incurred in respect of the Authority Premises with the aim of seeking to use the Authority Premises in the most cost effective way.
- 2.8 The Supplier shall provide telecommunications and Connectivity to support the Services, including but not limited to mobiles tablet devices and laptops. The route of all such communication lines to be installed at Authority Premises shall be in accordance with the provided delivery mechanisms as outlined in Paragraph 2.1. The Installation of Wi-Fi should be carried out in compliance with MOD Installation Standards as outlined in JSP 604 Leaflet 4800 as altered from time to time. The Authority shall provide Wi-Fi at Andover and Abbey Wood (whilst the Authority occupies and uses such sites) which will be available for the Supplier to utilise. The Authority gives no assurance as to the strength or data transmission capability of such Wi-Fi. The Authority shall seek consent on behalf of the Supplier through wayleaves, and or DIO permissions to enable the Supplier to install all such communication lines at Authority Premises subject to the route of all communication lines being agreed by the Authority. The Authority shall ensure that the agreed routes provided by the Authority to the Supplier shall enable compliance with JSP 604 Leaflet 4800.
- 2.9 The Supplier shall:
- (a) make an accurate record of the Authority Premises and its condition and agree the same with the Authority prior to occupation;
 - (b) keep the Authority Premises clean, tidy and clear of rubbish. The Authority shall have primary responsibility for organising and procuring all facilities management services for the Authority Premises;
 - (c) not use the Authority Premises other than solely for the performance of the Services;
 - (d) make good any alterations undertaken by or on behalf of the Supplier (unless alterations undertaken are agreed to be permanent by the Authority) at its own cost at the end of the Term to the reasonable satisfaction of the Authority and any superior landlord of the Authority;
 - (e) (save as necessary to perform the Services in accordance with this Agreement), not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Authority Premises without the prior written consent of the Authority;

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- (f) not to do on the Authority Premises or permit to be done on the Authority Premises anything which may be or become a nuisance (whether actionable or not), damage, annoyance, inconvenience or disturbance to the Authority and/or to the owner or occupier of any neighbouring property unless and to the extent necessary for the provision of the Services and with Authority consent;
- (g) not obstruct access to the Authority Premises;
- (h) not to apply for any planning permission in respect of the Authority Premises without the prior written consent of the Authority;
- (i) not to do anything that will or might constitute a breach of any planning permission, building regulations and/or landlord's consents affecting the Authority Premises or which will or might vitiate in whole or in part any insurance effected by the Authority in respect of the Authority Premises from time to time;
- (j) observe any rules and regulations the Authority makes and notifies to the Supplier from time to time governing the Supplier's use of the Authority Premises;
- (k) comply with the requirements of, and obligations contained in, any lease or superior lease of the Authority Premises including adhering to all restrictions on hours of use/days of use specified in the relevant leases; and
- (l) if specified as a condition by the Authority during the delivery mechanism process the Supplier shall procure that any consultants and contractors engaged in connection with any structural or works where the cost of the works (excluding consultants fees and VAT) will exceed one hundred thousand pound sterling (£100,000) at the Authority Premises shall execute as deeds and deliver to the Authority assignable duty of care deeds to the Authority and to any third party reasonably required by the Authority in a form reasonably required by the Authority from time to time.

3 AUTHORITY ACCESS TO SUPPLIER PREMISES

- 3.1 The Supplier shall provide to the Authority's authorised representative, following reasonable notice, relevant working space at no direct cost to the Authority, and all reasonable access to its premises, for the purposes of monitoring the Supplier's progress and quality standards in performing this Agreement.
- 3.2 As far as reasonably practicable, the Supplier shall ensure that the access provisions of this Schedule 13 (*Infrastructure Matters*) are included in their subcontracts with those suppliers identified in this Agreement.

4 USE OF SUPPLIER'S OR THIRD PARTY'S SITES FOR THE PROVISION OF THE SERVICES

The Supplier shall use such of its own Sites or those owned or leased from a third party, for the provision of the Services as it sees fit. The Supplier will ensure all changes to the recruiting estate are provided within the CRSP and the Recruiting

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Strategy for the relevant year. The Supplier shall prior to disposing of any of its own Sites used exclusively in the provision of the Services give the Authority not less than twenty (20) Working Days written notice of its intention to dispose, assign, surrender or determine such interest as the Supplier holds in such Sites. If the Authority replies within the aforementioned twenty (20) Working Day period that it wishes to enter into negotiations to acquire the relevant Site or Sites then the Supplier shall not dispose, assign, surrender or determine such Site until such negotiations have been concluded subject to such negotiations not taking more than three (3) months. If a period of three (3) months or more has elapsed since the Authority indicated a desire to acquire the Site or Sites and terms have not been agreed, the Supplier shall be permitted to dispose of the Site free from this obligation.

5 LIABILITY IN RESPECT OF DAMAGE TO AUTHORITY PREMISES

The Supplier shall, except as otherwise provided for in this Agreement, make good or, at the option of the Authority, pay compensation for all damage (excluding fair wear and tear) occurring to any Authority Premises, which includes land or buildings, occasioned by the Supplier, or by any of its personnel or Sub-contractors, arising from his or their presence on Authority Premises in connection with this Agreement, provided that this shall not apply to the extent that the Supplier is able to show that any such damage was not caused or contributed to by any circumstances within its reasonable control.

6 SUPPLIER PERSONNEL ON AUTHORITY PREMISES

The access of Supplier Personnel to Authority Premises shall be regulated by the provisions of Schedule 2.4 (*Security Management*).

7 INJURIES, DISEASE AND DANGEROUS OCCURRENCES

The Supplier shall report any injury, disease or dangerous occurrence at any Authority Premises arising out of the performance of the Services, which is required to be reported under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR) to the Authority. This is in addition to any report, which the Supplier may be required to submit under RIDDOR to the relevant enforcing authority (e.g. Health and Safety Executive).

8 EQUIPMENT POSITION

8.1 GFE

(a) “GFE” means

- (i) leadership task equipment;
- (ii) all military display equipment; and
- (iii) Authority owned digital hardware that in the Authority’s opinion is necessary to be provided to the Supplier to facilitate Supplier Personnel’s access to the Digital Solution

to the extent that in the Authority’s reasonable opinion, such equipment is not generally commercially available for purchase in the UK.

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- (b) The Authority shall provide GFE to the Supplier to be managed on a day-to-day basis by the Supplier.
- (c) The Authority shall retain ownership of GFE at all times throughout the Term.
- (d) Upon reasonable request by the Supplier, the Authority will undertake all routine and emergency repair and maintenance on any Specialist Military Leadership Equipment within a reasonable timeframe.
- (e) Exceptionally, where Supplier can demonstrate that additional GFE is necessary to support the Solution, reasonable requests will be considered by the Authority in its sole discretion and in accordance with Schedule 8.1 (*Governance*) and captured within the CRSP. For the avoidance of doubt this could include requests for:
 - (i) the provision of replacement equipment from within the categories described in Paragraphs (i) and (ii) of GFE;
 - (ii) an increase in the number of equipment provided by the Authority from within the categories described in Paragraphs (i) and (ii) of GFE; or
 - (iii) with respect to other equipment which is not commercially available in the UK.

8.2 Supplier Equipment

- (a) **“Supplier Equipment”** means:
 - (i) digital hardware for Supplier Personnel;
 - (ii) Candidate facing digital hardware;
 - (iii) Supplier’s or any Sub-Contractor’s vehicle fleet;
 - (iv) all office hardware at any of the Sites which will include but is not limited to desks, chairs and kitchen furniture (with the exception of office hardware at the AFR HQ);
 - (v) any equipment for the provision of Medical Assessments;
 - (vi) any equipment for the provision of standard physical tests that form part of an Assessment (excluding Specialist Assessment equipment);
 - (vii) any equipment that the Supplier (or any Sub-Contractor) is using for the provision of Recruitment Outreach and engagement; and
 - (viii) any other hardware, computer and telecoms devices and equipment, in each case that are being used by the Supplier or its Sub-Contractors (but not hired, leased or loaned from the Authority) for the provision of the Services generally and provided that the equipment does not fall within the definition of GFE.

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- (b) Subject to Paragraph 9, the Supplier shall (or shall procure that any Sub-Contractor shall) provide and maintain all Supplier Equipment for the duration of the Term.
- (c) The parties shall work collaboratively in accordance with the framework provided in Schedule 8.1 (*Governance*) to ensure that the Solution's vehicle fleet resource and any MRVs are used in an efficient and environmentally friendly manner.
- (d) All office hardware currently located at Authority Premises and which is owned by the Authority will transfer free of charge to the Supplier on an "as is" basis from SCD2 (with the exception of that equipment/hardware currently located at AFR HQ) to be used at the discretion of the Supplier on a waste out basis. The parties agree that the Authority will have no responsibility for the condition of this office hardware from the Signature Date .
- (e) The Authority shall be responsible for facilitating the carriage and/or disposal of any Previous Supplier Equipment remaining within Authority Premises up to FSI, provided that Supplier informs the Authority prior to FSI that such equipment is not needed. The costs and responsibility of carriage and/or disposal of any such equipment where the Authority hasn't been notified prior to FSI, lies with the Supplier.

8.3 The Supplier will be responsible for procuring that all required PAT Testing is undertaken in respect of all equipment in order to provide the Services and held at Authority Premises.

The Supplier shall maintain on an ongoing basis through the duration of this Agreement a register of all Supplier Equipment detailing its ownership and status, if applicable.

For each piece of Supplier Equipment, the Supplier shall ensure that the following details are included on the relevant Register:

- (a) a general description of the Supplier Equipment and where appropriate its technical specification;
- (b) details of and information relating to the use of the Supplier Equipment in the provision of the Services and details of the Supplier Equipment's condition and physical location;
- (c) the transfer status of the Supplier Equipment (i.e. whether it is Supplier Equipment or not);
- (d) a statement to say whether the Supplier Equipment is fully paid up or whether it is to be depreciated over the Contract Period, and if it is to be depreciated, the purchase price of such Supplier Equipment to enable the calculation of the Net Book Value in accordance with Supplier's depreciation policy;
- (e) its serial number (or any other unique identifier);

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- (f) the nature of possession (owned, licensed or leased);
- (g) date of purchase, licence or lease; and
- (h) details of leasing arrangements (if appropriate) including, but not limited to, the type of lease, expiry date and any option to purchase after expiry.

The Supplier shall ensure that all Supplier Equipment that is not exclusive is listed in the register and is clearly marked as such.

The Supplier shall not change the transfer status of any Supplier Equipment without the prior written consent of the Authority.

The Supplier shall not dispose of, during any Termination Assistance Period, any of the Supplier Equipment and/or Authority Assets without the prior written consent from the Authority save that Supplier Equipment which is beyond economic repair.

8.4 Authority owned equipment to be used and managed by Authority staff for the provision of the Services

REDACTED

9 EXIT AND TRANSITION PLANS

The obligations contained in this Paragraph 9 are subject to and supplement the obligations contained in Schedule 8.5 (*Exit Management*). At the Authority's option and request and subject to landlord consent, the Supplier shall assist in seeking consent to assign leases used in conjunction with the provision of the Services to the Authority during Termination Assistance Period or to the Replacement Supplier.

If and when required, the Supplier shall provide the Authority with, or give the Authority access to, copies of the exit provisions within all Subcontracts and other contracts with third parties including full disclosure on agreements entered into by the Supplier and any FM contacts.

Termination Assistance

The Supplier shall cooperate with the transfer of Services during the last twenty four (24) month period (on request by the Authority) before the Expiry Date to any replacement/Authority providing assistance with the transition of Infrastructure including any assets therein supporting those Services. Allowing the Authority or any such Replacement Supplier access (at reasonable times and on reasonable Notice) to any assets (GFR, Authority Premises Supplier sites, or equipment) applicable to the performance of this Agreement, but not so as to interfere with or impede the provision of the Services. The Supplier shall use all reasonable endeavours to assist the Authority to facilitate the smooth transfer of responsibility for the provision of the Services (or any part of the Services) and access to Supplier Owned Estate and/or Authority Premises to the Authority or Replacement Supplier, as the case may be, and the Supplier shall not permit any acts or omissions at any time during the period of this Agreement or thereafter which is calculated or intended, or to have the effect of prejudicing, frustrating or making more difficult any such transfer.

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The Replacement Supplier will be given access to Supplier and Authority Premises to allow for transition and onboarding activities (e.g., induction 1-2-1 meetings, delivering communications). The majority of this will be no earlier than six months prior to the SCD1 dates, with some activities prior to this and to ensure that there is no impact on business as usual. The Authority will collaborate with the Supplier to agree details of access (e.g., who, when, duration) to minimise any impact on business as usual.

Following the Expiry Date or, if earlier, the Termination Date, the Supplier shall, with the Authority's consent (not to be unreasonably withheld or delayed) be allowed reasonable access to the Authority Premises by the Authority and order to carry out winding-down activities, provided that in exercising such right of access, the Supplier shall not interfere with or impede the delivery of goods and/or services equivalent to the Services.

Upon the expiry or earlier termination of this Agreement (in whole or in part), in relation to the Supplier Equipment, the Authority shall be entitled to exercise one or more of the options below:

- (a) to purchase some or all of the Supplier Equipment at the Net Book Value;
- (b) for the Replacement Supplier or other Third Party, providing the Services or part thereof, to purchase some or all of the Service Provider Equipment at the Net Book Value; or
- (c) to not purchase any of the Supplier Equipment.

Obligations to Assist on Re-Tendering of Services

Subject to reasonable notice, the Supplier shall provide to the Authority and/or (subject to the potential Replacement Supplier entering into reasonable written confidentiality undertakings) to its potential Replacement Supplier, as a minimum the following material and information in order to facilitate the preparation by the Authority of any invitation to tender and/or to facilitate any potential Replacement Supplier undertaking due diligence:

- () details of the Services;
- (a) details of the Authority Assets and the Supplier Equipment (including any applicable make, model and asset number) including details of their condition and physical location;
- (b) details of and information relating to the use of the Assets (including technical specifications).

Authority Assets and Data Packs

The Supplier shall, as a Termination Service where requested by the Authority, conduct estate and equipment surveys for Services covered under this Agreement and provide an infrastructure information pack containing information on both Authority and Supplier Estate (for disclosure to both the Authority and re-tendering bidders).

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Supplier Estate. This pack should include (but not limited to) the lease agreements the Supplier entered into (including any supplementary agreements). Full disclosure of the FM/rates/utilities services provided in support of such estate including costs and any third party contracts entered into for the provision of those services. Information (costed) on any planned preventative maintenance, and expected dilapidation costs. Disclosure of all certifications associated with each site (such as electrical records, PATs testing etc). A scaled internal/external plan of each site with a description of the services provided in each part of the site. Also the type/number of equipment and a description/purpose of its use.

Authority Estate. This pack should include (but not be limited to) A scaled internal/external plan of each site with a description of the services provided in each part of the site. Also the type/number of equipment and a description/purpose of its use.

The Supplier shall return all Authority Assets to the Authority on the Expiry Date or, if earlier, the Termination Date.

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ANNEX A - AUTHORITY PREMISES FOR USE BY THE SUPPLIER

REDACTED

ANNEX B - BUILDING CUSTODIAN ROLE AND RESPONSIBILITIES

Roles and Responsibilities of the Building Custodians (BCs)

This content provides guidance for Building Custodians (BCs), on common and general estate matters and shall apply to Authority Premises. It is by no means exclusive, and BCs are to ensure that they read and understand the appropriate Standard Operating Procedures (SOPs). Where in doubt, advice should be sought from the relevant Head of Establishment (HoE) for the key areas. The HoE is an Authority role where the overall responsibility for the safe operation of an establishment and by default the safety of the people working at that site resides.

In the case of multi occupied buildings, generally the BC is a representative from the largest occupant of the building. It is expected that the BC role will be undertaken by the AFRS Supplier except for a small number of sites listed by below, where recruitment or any function thereof is not the principle activity of the site, and therefore the BC role will remain with the Authority.

List of sites where the Supplier will not have Building Custodian responsibilities:

REDACTED

Operational Framework

REDACTED

ANNEX C - Estate and White Fleet List

The Supplier is requested to provide at Annex C, a list of sites required by the Supplier and the equipment the Supplier will require as detailed in the Financial Model.

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ANNEX D - Indicative Delivery Mechanisms

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