



Ministry of Defence

Defence Medical Services Contract No: 701559390 For: The provision of Hospital Welfare Service

Between the Secretary of State for Defence of the United Kingdom And
of Great Britain and Northern Ireland

Contractor Name and Address

Team Name and address:

Defence Medical Services

Coltman House
DMS Whittington
LICHFIELD
WS14 9PY

Email Address:

[REDACTED]

The St John and Red Cross

Defence Medical Welfare Service
The Old Stables
Redenham Park
Redenham
Andover
Hampshire
SP11 9AQ
United Kingdom

Standardised Contracting Terms

GENERAL CONDITIONS

1. General

- a. The defined terms in the Contract shall be as set out in Schedule 1.
- b. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- c. The Contractor warrants and represents, that:
 - (1) it has the full capacity and authority to enter into, and to exercise its rights and perform its obligations under, the Contract;
 - (2) from the Effective Date of Contract and for so long as the Contract remains in force it shall give the Authority Notice of any litigation, arbitration (unless expressly prohibited from doing so in accordance with the terms of the arbitration), administrative or adjudication or mediation proceedings before any court, tribunal, arbitrator, administrator or adjudicator or mediator or relevant authority against itself or a Subcontractor which would adversely affect the Contractor's ability to perform its obligations under the Contract;
 - (3) as at the Effective Date of Contract no proceedings or other steps have been taken and not discharged (nor, to the best of the knowledge of the Contractor, threatened) for its winding-up or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues;
 - (4) for so long as the Contract remains in force it shall give the Authority Notice of any proceedings or other steps that have been taken but not discharged (nor to the best of the knowledge of the Contractor, threatened) for its winding-up or dissolution or for the appointment of a receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues.
- d. Unless the context otherwise requires:
 - (1) The singular includes the plural and vice versa, and the masculine includes the feminine and vice versa.
 - (2) The words "include", "includes", "including" and "included" are to be construed as if they were immediately followed by the words "without limitation", except where explicitly stated otherwise.
 - (3) The expression "person" means any individual, firm, body corporate, unincorporated association or partnership, government, state or agency of a state or joint venture.
 - (4) References to any statute, enactment, order, regulation, or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation, or instrument as amended, supplemented, replaced or consolidated by any subsequent statute, enactment, order, regulation, or instrument.
 - (5) The heading to any Contract provision shall not affect the interpretation of that provision.
 - (6) Any decision, act or thing which the Authority is required or authorised to take or do under the Contract may be taken or done only by the person (or their nominated deputy) authorised in Schedule 3 (Contract Data Sheet) to take or do that decision, act, or thing on behalf of the Authority.
 - (7) Unless excluded within the Conditions of the Contract or required by law, references to submission of documents in writing shall include electronic submission.

2. Duration of Contract

This Contract comes into effect on the Effective Date of Contract and will expire automatically on the date identified in Schedule 3 (Contract Data Sheet) unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated.

3. Entire Agreement

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

4. Governing Law

- a. Subject to clause 4.d, the Contract shall be considered as a contract made in England and subject to English Law.
- b. Subject to clause 4.d and 40 (Dispute Resolution) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of England to resolve, and the laws of England to govern, any actions proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.
- c. Subject to clause 4.d any dispute arising out of or in connection with the Contract shall be determined within the English jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this condition 4 and for the enforcement of any judgment, order or award given under English jurisdiction.
- d. If the Parties agree pursuant to the Contract that Scots Law should apply then the following amendments shall apply to the Contract:
 - (1) Clause 4.a, 4.b and 4.c shall be amended to read:
 - "a. The Contract shall be considered as a contract made in Scotland and subject to Scots Law.
 - b. Subject to condition 40 (Dispute Resolution) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of Scotland to resolve, and the laws of Scotland to govern, any actions, proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.
 - c. Any dispute arising out of or in connection with the Contract shall be determined within the Scottish jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this condition 4 and for the enforcement of any judgment, order or award given under Scottish jurisdiction." Clause 40.b shall be amended to read:

"In the event that the dispute or claim is not resolved pursuant to clause 40.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause 40.b shall be governed by the Arbitration (Scotland) Act 2010. The seat of the arbitration shall be Scotland. For the avoidance of doubt, for the purpose of arbitration the tribunal shall have the power to make provisional awards pursuant to Rule 53 of the Scottish Arbitration Rules, as set out in Schedule 1 to the Arbitration (Scotland) Act 2010."
- e. Each Party warrants to each other that entry into the Contract does not, and the performance of the Contract will not, in any way violate or conflict with any provision of law, statute, rule, regulation, judgement, writ, injunction, decree or order applicable to it. Each Party also warrants that the Contract does not conflict with or result in a breach or termination of any provision of, or constitute a default under, any mortgage, contract or other liability, charge or encumbrance upon any of its properties or other assets.
- f. Each Party agrees with each other Party that the provisions of this condition 4 shall survive any termination of the Contract for any reason whatsoever and shall remain fully enforceable as between the Parties notwithstanding such a termination.
- g. Where the Contractor's place of business is not in England or Wales (or Scotland where the Parties agree pursuant to this Contract that Scots Law should apply), the Contractor irrevocably appoints the solicitors or other persons in England and Wales (or Scotland where the Parties agree pursuant to the Contract that Scots Law should apply) detailed in Schedule 3 (Contract Data Sheet) as its agents to accept on its behalf service of all process and other documents of whatever description to be served on the Contractor in connection with any litigation or arbitration within the English jurisdiction (or Scottish jurisdiction where the Parties agree pursuant to this Contract that Scots Law should apply) arising out of or relating to the Contract or any issue connected therewith.

5. Precedence

- a. If there is any inconsistency between the different provisions of the Contract the inconsistency shall be resolved according to the following descending order of precedence:
 - (1) Conditions 1 - 44 (and 45 - 47, if included in this Contract) of the Conditions of the Contract shall be given equal precedence with Schedule 1 (Definitions of Contract) and Schedule 3 (Contract Data Sheet);
 - (2) Schedule 2 (Schedule of Requirements);
 - (3) the remaining Schedules; and
 - (4) any other documents expressly referred to in the Contract.
- b. If either Party becomes aware of any inconsistency within or between the documents referred to in clause 5.a such Party shall notify the other Party forthwith and the Parties will seek to resolve that

inconsistency on the basis of the order of precedence set out in clause 5.a. Where the Parties fail to reach agreement, and if either Party considers the inconsistency to be material to its rights and obligations under the Contract, then the matter will be referred to the dispute resolution procedure in accordance with condition 40 (Dispute Resolution).

6. Amendments to Contract

- a. Except as provided in condition 31 all amendments to this Contract shall be serially numbered, in writing, issued only by the Authority's Representative (Commercial), and agreed by both Parties.
- b. Where the Authority or the Contractor wishes to introduce a change which is not minor or which is likely to involve a change to the Contract Price, the provisions of Schedule 4 (Contract Change Control Procedure) shall apply. The Contractor shall not carry out any work until any necessary change to the Contract Price has been agreed and a written amendment in accordance with clause 6.a above has been issued.

7. Variations to Specification

- a. The Authority's Representative may, by Notice (following consultation with the Contractor as necessary), alter the Specification as from a date agreed by both Parties and to the extent specified by the Authority, provided that any such variations shall be limited to the extent that they do not alter the fit, form, function or characteristics of the Contractor Deliverables to be supplied under the Contract. The Contractor shall ensure that the Contractor Deliverables take account of any such variations. Such variations shall not require formal amendment of the Contract in accordance with the process set out in condition 6 (Amendments to Contract) and shall be implemented upon receipt, or at the date specified in the Authority's Notice, unless otherwise specified.
- b. Any variations that cause a change to:
 - (1) fit, form, function or characteristics of the Contractor Deliverables;
 - (2) the cost;
 - (3) Delivery Dates;
 - (4) the period required for the production or completion; or
 - (5) other work caused by the alteration, shall be the subject to condition 6 (Amendments to Contract). Each amendment under condition 6 shall be classed as a formal change.

8. Authority Representatives

- a. Any reference to the Authority in respect of:
 - (1) the giving of consent;
 - (2) the delivering of any Notices; or
 - (3) the doing of any other thing that may reasonably be undertaken by an individual acting on behalf of the Authority, shall be deemed to be references to the Authority's Representatives in accordance with this condition 8.
- b. The Authority's Representatives detailed in Schedule 3 (Contract Data Sheet) (or their nominated deputy) shall have full authority to act on behalf of the Authority for all purposes of the Contract. Unless notified in writing before such act or instruction, the Contractor shall be entitled to treat any act of the Authority's Representatives which is authorised by the Contract as being expressly authorised by the Authority and the Contractor shall not be required to determine whether authority has in fact been given.
- c. In the event of any change to the identity of the Authority's Representatives, the Authority shall provide written confirmation to the Contractor, and shall update Schedule 3 (Contract Data Sheet) in accordance with condition 6 (Amendments to Contract).

9. Severability

- a. If any provision of the Contract is held to be invalid, illegal or unenforceable to any extent then:
 - (1) such provision shall (to the extent that it is invalid, illegal or unenforceable) be given no effect and shall be deemed not to be included in the Contract but without invalidating any of the remaining provisions of the Contract; and
 - (2) the Parties shall use all reasonable endeavours to replace the invalid, illegal or unenforceable provision by a valid, legal and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid, illegal or unenforceable provision.

10. Waiver

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

11. Assignment of Contract

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

12. Third Party Rights

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

13. Transparency

- a. Subject to clause 13.b but notwithstanding condition 14 (Disclosure of Information), the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.
- b. Before publishing the Transparency Information to the general public in accordance with clause 13.a, the Authority shall redact any Information that would be exempt from disclosure if it was the subject of a request for Information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, and any Information which has been acknowledged by the Authority at Schedule 5 – Contractor's Commercially Sensitive Information.
- c. The Authority may consult with the Contractor before redacting any Information from the Transparency Information in accordance with clause 13.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact Information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.
- d. For the avoidance of doubt, nothing in this condition 13 shall affect the Contractor's rights at law.

14. Disclosure of Information

- a. Subject to clauses 14.d, 14.e, 14.h and condition 13 each Party:
 - (1) shall treat in confidence all Information it receives from the other;
 - (2) shall not disclose any of that Information to any third party without the prior written consent of the other Party, which consent shall not unreasonably be withheld, except that the Contractor may disclose Information in confidence, without prior consent, to such persons and to such extent as may be necessary for the performance of the Contract;
 - (3) shall not use any of that Information otherwise than for the purpose of the Contract; and
 - (4) shall not copy any of that Information except to the extent necessary for the purpose of exercising its rights of use and disclosure under the Contract.
- b. The Contractor shall take all reasonable precautions necessary to ensure that all Information disclosed to the Contractor by or on behalf of the Authority under or in connection with the Contract:
 - (1) is disclosed to its employees and Subcontractors, only to the extent necessary for the performance of the Contract; and
 - (2) is treated in confidence by them and not disclosed except with the prior written consent of the Authority or used otherwise than for the purpose of performing work or having work performed for the Authority under the Contract or any subcontract.
- c. The Contractor shall ensure that its employees are aware of the Contractor's arrangements for discharging the obligations at clauses 14.a and 14.b before receiving Information and shall take such steps as may be reasonably practical to enforce such arrangements.
- d. Clauses 14.a and 14.b shall not apply to any Information to the extent that either Party:
 - (1) exercises rights of use or disclosure granted otherwise than in consequence of, or under, the Contract;

- (2) has the right to use or disclose the Information in accordance with other Conditions of the Contract; or
- (3) can show:
 - (a) that the Information was or has become published or publicly available for use otherwise than in breach of any provision of the Contract or any other agreement between the Parties;
 - (b) that the Information was already known to it (without restrictions on disclosure or use) prior to receiving the Information under or in connection with the Contract;
 - (c) that the Information was received without restriction on further disclosure from a third party which lawfully acquired the Information without any restriction on disclosure; or
 - (d) from its records that the same Information was derived independently of that received under or in connection with the Contract;
 provided that the relationship to any other Information is not revealed.
- e. Neither Party shall be in breach of this condition where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the Party making the disclosure shall ensure that the recipient of the Information is made aware of and asked to respect its confidentiality. Such disclosure shall in no way diminish the obligations of the Parties under this condition.
- f. The Authority may disclose the Information:
 - (1) on a confidential basis to any Central Government Body for any proper purpose of the Authority or of the relevant Central Government Body, which shall include: disclosure to the Cabinet Office and/or HM Treasury for the purpose of ensuring effective cross Government procurement processes, including value for money and related purposes;
 - (2) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
 - (3) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
 - (4) on a confidential basis to a professional adviser, consultant or other person engaged by any of the entities defined in Schedule 1 (including benchmarking organisations) for any purpose relating to or connected with this Contract;
 - (5) on a confidential basis for the purpose of the exercise of its rights under the Contract; or
 - (6) on a confidential basis to a proposed body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under the Contract;
 and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this condition.
- g. Before sharing any Information in accordance with clause 14.f, the Authority may redact the Information. Any decision to redact Information made by the Authority shall be final.
- h. The Authority shall not be in breach of the Contract where disclosure of Information is made solely and to the extent necessary to comply with the Freedom of Information Act 2000 (the "Act") or the Environmental Information Regulations 2004 (the "Regulations"). To the extent permitted by the time for compliance under the Act or the Regulations, the Authority shall consult the Contractor where the Authority is considering the disclosure of Information under the Act or the Regulations and, in any event, shall provide prior notification to the Contractor of any decision to disclose the Information. The Contractor acknowledges and accepts that its representations on disclosure during consultation may not be determinative and that the decision whether to disclose Information in order to comply with the Act or the Regulations is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Act or the Regulations.
- i. Nothing in this condition shall affect the Parties' obligations of confidentiality where Information is disclosed orally in confidence.

15. Publicity and Communications with the Media

The Contractor shall not and shall ensure that any employee or Subcontractor shall not communicate with representatives of the press, television, radio or other media on any matter concerning the Contract unless the Authority has given its prior written consent.

16. Change of Control of Contractor

- a. The Contractor shall notify the Representative of the Authority at the address given in clause 16.b, as soon as practicable, in writing of any intended, planned or actual change in control of the Contractor. The Contractor shall not be required to submit any notice which is unlawful or is in breach of either any pre-existing non-disclosure agreement or any regulations governing the conduct of the Contractor in the UK or other jurisdictions where the Contractor may be subject to legal sanction arising from issuing such a notice.
- b. Each notice of change of control shall be taken to apply to all contracts with the Authority. Notices shall be submitted to: Mergers & Acquisitions Section

Strategic Supplier Management Team

Spruce 3b # 1301

MOD Abbey Wood,

Bristol, BS34 8JH

The Representative of the Authority shall consider the notice of change of control and advise the Contractor in writing of any concerns the Authority may have. Such concerns may include but are not limited to potential threats to national security, the ability of the Authority to comply with its statutory obligations or matters covered by the declarations made by the Contractor prior to Contract Award.

- c. The Authority may terminate the Contract by giving written notice to the Contractor within six months of the Authority being notified in accordance with clause 16.a. The Authority shall act reasonably in exercising its right of termination under this condition.
- d. If the Authority exercises its right to terminate in accordance with clause 16.c the Contractor shall be entitled to request the Authority to consider making a payment representing any commitments, liabilities or expenditure incurred by the Contractor in connection with the Contract up to the point of termination. Such commitments, liabilities or expenditure shall be reasonably and properly chargeable by the Contractor, and shall otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract. Any payment under this clause 16.d must be fully supported by documentary evidence. The decision whether to make such a payment shall be at the Authority's sole discretion.
- e. Notification by the Contractor of any intended, planned or actual change of control shall not prejudice the existing rights of the Authority or the Contractor under the Contract nor create or imply any rights of either the Contractor or the Authority additional to the Authority's rights set out in this condition.

17. Environmental Requirements

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

18. Contractor's Records

- a. The Contractor and its sub-contractors shall maintain all records specified in and connected with the Contract (expressly or otherwise) and make them available to the Authority when requested on reasonable notice.
- b. The Contractor and its sub-contractors shall also permit access to relevant records that relate to the contractual obligations to supply goods or services under the Contract, held by or controlled by them and reasonably required by the Comptroller and Auditor General, their staff and any appointed representative of the National Audit Office, and provide such explanations and information as reasonably necessary for the following purposes:
 - (1) to enable the National Audit Office to carry out the Authority's statutory audits and to examine and/or certify the Authority's annual and interim report and accounts; and
 - (2) to enable the National Audit Office to carry out an examination pursuant to Part II of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.
- c. With regard to the records made available to the Authority under clause 1 of this Condition, and subject to the provisions of SC2 conditions of contract clause 14, the Contractor shall permit records to be examined and if necessary copied, by the Authority, or Representative of the Authority, as the Authority may require.
- d. Unless the Contract specifies otherwise the records referred to in this Condition shall be retained for a period of at least 6 years from:

- (1) the end of the Contract term;
- (2) termination of the Contract; or
- (3) the final payment whichever occurs latest.

19. Notices

- a. A Notice served under the Contract shall be:
 - (1) in writing in the English Language;
 - (2) authenticated by signature or such other method as may be agreed between the Parties;
 - (3) sent for the attention of the other Party's Representative, and to the address set out in Schedule 3 (Contract Data Sheet);
 - (4) marked with the number of the Contract; and
 - (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in Schedule 3 (Contract Data Sheet), by electronic mail.
- b. Notices shall be deemed to have been received:
 - (1) if delivered by hand, on the day of delivery if it is the recipient's Business and otherwise on the first Business Day of the recipient immediately following the day of delivery;
 - (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
 - (3) if sent by facsimile or electronic means:
 - (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
 - (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

20. Progress Monitoring, Meetings and Reports

- a. The Contractor shall attend progress meetings at the frequency or times (if any) specified in Schedule 3 (Contract Data Sheet) and shall ensure that its Contractor's Representatives are suitably qualified to attend such meetings.
- b. The Contractor shall submit progress reports to the Authority's Representatives at the times and in the format (if any) specified in Schedule 3 (Contract Data Sheet). The reports shall detail as a minimum:
 - (1) performance/Delivery of the Contractor Deliverables;
 - (2) risks and opportunities;
 - (3) any other information specified in Schedule 3 (Contract Data Sheet); and
 - (4) any other information reasonably requested by the Authority.

SUPPLY OF CONTRACTOR DELIVERABLES

21. Supply of Contractor Deliverables and Quality Assurance

- a. The Contractor shall provide the Contractor Deliverables to the Authority, in accordance with the Schedule of Requirements (Schedule 2) and the Specification, and shall allocate sufficient resource to the provision of the Contractor Deliverables to enable it to comply with this obligation.
- b. The Contractor shall:
 - (1) comply with any applicable quality assurance requirements specified in Schedule 3 (Contract Data Sheet) in providing the Contractor Deliverables; and
 - (2) discharge its obligations under the Contract with all due skill, care, diligence and operating practice by appropriately experienced, qualified and trained personnel.
- c. The provisions of clause 21.b. shall survive any performance, acceptance or payment pursuant to the Contract and shall extend to any remedial services provided by the Contractor.
- d. The Contractor shall:
 - (1) observe, and ensure that the Contractor's Team observe, all health and safety rules and regulations and any other security requirements that apply at any of the Authority's premises;
 - (2) notify the Authority as soon as it becomes aware of any health and safety hazards or issues which arise in relation to the Contractor Deliverables; and
 - (3) before the date on which the Contractor Deliverables are to start, obtain, and at all times maintain, all necessary licences and consents in relation to the Contractor Deliverables.

22. Marking of Contractor Deliverables

- a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in Schedule 3 (Contract Data Sheet), if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number specified in Schedule 2 (Schedule of Requirements).
- b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.
- c. The marking shall include any serial numbers allocated to the Contractor Deliverable.
- d. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with condition 23 (Packaging and Labelling (excluding Contractor Deliverables containing Munitions)).

23. Packaging and Labelling (excluding Contractor Deliverables containing Munitions)

- a. Packaging responsibilities are as follows:
 - (1) The Contractor shall be responsible for providing Packaging which fully complies with the requirements of the Contract.
 - (2) The Authority shall indicate in the Contract the standard or level of Packaging required for each Contractor Deliverable, including the PPQ. If a standard or level of Packaging (including the PPQ) is not indicated in the Contract, the Contractor shall request such instructions from the Authority before proceeding further.
 - (3) The Contractor shall ensure all relevant information necessary for the effective performance of the Contract is made available to all subcontractors.
 - (4) Where the Contractor or any of their subcontractors have concerns relating to the appropriateness of the Packaging design and or MPL prior to manufacture or supply of the Contractor Deliverables they shall use DEFFORM 129B to feedback these concerns to the Contractor or Authority, as appropriate.
- b. The Contractor shall supply Commercial Packaging meeting the standards and requirements of Def Stan 81-041 (Part 1). In addition the following requirements apply:
 - (1) The Contractor shall provide Packaging which:
 - (a) will ensure that each Contractor Deliverable may be transported and delivered to the consignee named in the Contract in an undamaged and serviceable condition; and
 - (b) is labelled to enable the contents to be identified without need to breach the package; and
 - (c) is compliant with statutory requirements and this Condition.
 - (2) The Packaging used by the Contractor to supply identical or similar Contractor Deliverables to commercial customers or to the general public (i.e. point of sale packaging) will be acceptable, provided that it complies with the following criteria:
 - (a) reference in the Contract to a PPQ means the quantity of a Contractor Deliverable to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user;
 - (b) Robust Contractor Deliverables, which by their nature require minimal or no packaging for commercial deliveries, shall be regarded as "PPQ packages" and shall be marked in accordance with Clauses 23.i to 23.l. References to "PPQ packages" in subsequent text shall be taken to include Robust Contractor Deliverables; and
 - (c) for ease of handling, transportation and delivery, packages which contain identical Contractor Deliverables may be bulked and overpacked, in accordance with clauses 23.i to 23.k.
- c. The Contractor shall ascertain whether the Contractor Deliverables being supplied are, or contain, Dangerous Goods, and shall supply the Dangerous Goods in accordance with:
 - (1) The Health and Safety At Work Act 1974 (as amended);
 - (2) The Classification Hazard Information and Packaging for Supply Regulations (CHIP4) 2009 (as amended);
 - (3) The REACH Regulations 2007 (as amended); and

- (4) The Classification, Labelling and Packaging Regulations (CLP) 2009 (as amended).
- d. The Contractor shall package the Dangerous Goods as limited quantities, excepted quantities or similar derogations, for UK or worldwide shipment by all modes of transport in accordance with the regulations relating to the Dangerous Goods and:
- (1) The Safety Of Lives At Sea Regulations (SOLAS) 1974 (as amended); and (2)
The Air Navigation (Amendment) Order 2019.
- e. As soon as possible, and in any event no later than one month before delivery is due, the Contractor shall provide a Safety Data Sheet in respect of each Dangerous Good in accordance with the REACH Regulations 2007 (as amended) and the Health and Safety At Work Act 1974 (as amended) and in accordance with condition 24 (Supply of Hazardous Materials or Substances in Contractor Deliverables).
- f. The Contractor shall comply with the requirements for the design of MLP which include clauses 23.f and 23.g as follows:
- (1) Where there is a requirement to design UK or NATO MLP, the work shall be undertaken by an MPAS registered organisation, or one that although non-registered is able to demonstrate to the Authority that its quality systems and military package design expertise are of an equivalent standard.
- (a) The MPAS certification (for individual designers) and registration (for organisations) scheme details are available from: DES SEOC SCP-SptEng-Pkg
MOD Abbey Wood
Bristol, BS34 8JH
Tel. +44(0)30679-35353
DESSEOCSCP-SptEng-PKg@mod.uk
- (b) The MPAS Documentation is also available on the DStan website.
- (2) MLP shall be designed to comply with the relevant requirements of Def Stan 81-041, and be capable of meeting the appropriate test requirements of Def Stan 81-041 (Part 3). Packaging designs shall be prepared on a SPIS, in accordance with Def Stan 81-041 (Part 4).
- (3) The Contractor shall ensure a search of the SPIS index (the 'SPIN') is carried out to establish the SPIS status of each requirement (using DEFFORM 129a 'Application for Packaging Designs or their Status').
- (4) New designs shall not be made where there is an existing usable SPIS, or one that may be easily modified.
- (5) Where there is a usable SFS, it shall be used in place of a SPIS design unless otherwise stated by the Contract. When an SFS is used or replaces a SPIS design, the Contractor shall upload this information on to SPIN in Adobe PDF.
- (6) All SPIS, new or modified (and associated documentation), shall, on completion, be uploaded by the Contractor on to SPIN. The format shall be Adobe PDF.
- (7) Where it is necessary to use an existing SPIS design, the Contractor shall ensure the Packaging manufacturer is a registered organisation in accordance with clause 23.f(1) above, or if un-registered, is compliant with MPAS ANNEX A Supplement (Code) M. The Contractor shall ensure, as far as possible, that the SPIS is up to date.
- (8) The documents supplied under clause 23.f(6) shall be considered as a contract data requirement and be subject to the terms of DEFCON 15 and DEFCON 21.
- g. Unless otherwise stated in the Contract, one of the following procedures for the production of new or modified SPIS designs shall be applied:
- (1) If the Contractor or their subcontractor is the PDA they shall:
- (a) On receipt of instructions received from the Authority's representative nominated in Box 2 of DEFFORM 111 at Annex A to Schedule 3 (Contract Data Sheet), prepare the required package design in accordance with clause 23.f.
- (b) Where the Contractor or their subcontractor is registered they shall, on completion of any design work, provide the Authority with the following documents electronically:
- i. a list of all SPIS which have been prepared or revised against the Contract; and
- ii. a copy of all new / revised SPIS, complete with all continuation sheets and associated drawings, where applicable, to be uploaded onto SPIN.

- (c) Where the PDA is not a registered organisation, then they shall obtain approval for their design from a registered organisation before proceeding, then follow clause 23.g(1)(b).
 - (2) Where the Contractor or their subcontractor is not the PDA and is un-registered, they shall not produce, modify, or update SPIS designs. They shall obtain current SPIS design(s) from the Authority or a registered organisation before proceeding with manufacture of Packaging. To allow designs to be provided in ample time, they should apply for SPIS designs as soon as practicable.
 - (3) Where the Contractor or their subcontractor is un-registered and has been given authority to produce, modify, and update SPIS designs by the Contract, he shall obtain approval for their design from a registered organisation using DEFFORM 129a before proceeding, then follow clause 23.g(1)(b).
 - (4) Where the Contractor or their subcontractor is not a PDA but is registered, he shall follow clauses 23.g(1)(a) and 23.g(1)(b).
- h. If special jigs, tooling etc., are required for the production of MLP, the Contractor shall obtain written approval from the Commercial Officer before providing them. Any approval given will be subject to the terms of DEFCON 23 (SC2) or equivalent condition, as appropriate.
- i. In addition to any marking required by international or national legislation or regulations, the following package labelling and marking requirements apply:
- (1) If the Contract specifies UK or NATO MPL, labelling and marking of the packages shall be in accordance with Def Stan 81-041 (Part 6) and this Condition as follows:
 - (a) Labels giving the mass of the package, in kilograms, shall be placed such that they may be clearly seen when the items are stacked during storage.
 - (b) Each consignment package shall be marked with details as follows:
 - i. name and address of consignor; ii. name and address of consignee (as stated in the Contract or order); iii. destination where it differs from the consignee's address, normally either:
 - (i). delivery destination / address; or
 - (ii).transit destination, where delivery address is a point for aggregation / disaggregation and / or onward shipment elsewhere, e.g. railway station, where that mode of transport is used;
 - iv. the unique order identifiers and the CP&F Delivery Label / Form which shall be prepared in accordance with DEFFORM 129J.
 - (i). If aggregated packages are used, their consignment marking and identification requirements are stated at clause 23.l.
 - (2) If the Contract specifies Commercial Packaging, an external surface of each PPQ package and each consignment package, if it contains identical PPQ packages, shall be marked, using details of the Contractor Deliverables as shown in the Contract schedule, to state the following:
 - (a) description of the Contractor Deliverable;
 - (b) the full thirteen digit NATO Stock Number (NSN);
 - (c) the PPQ;
 - (d) maker's part / catalogue, serial and / or batch number, as appropriate;
 - (e) the Contract and order number when applicable;
 - (f) the words "Trade Package" in bold lettering, marked in BLUE in respect of trade packages, and BLACK in respect of export trade packages;
 - (g) shelf life of item where applicable;
 - (h) for rubber items or items containing rubber, the quarter and year of vulcanisation or manufacture of the rubber product or component (marked in accordance with Def Stan 81-041);
 - (i) any statutory hazard markings and any handling markings, including the mass of any package which exceeds 3kg gross; and
 - (j) any additional markings specified in the Contract.

- j. Bar code marking shall be applied to the external surface of each consignment package and to each PPQ package contained therein. The default symbology shall be as specified in Def Stan 81-041 (Part 6). As a minimum the following information shall be marked on packages:
- (1) the full 13-digit NSN;
 - (2) denomination of quantity (D of Q);
 - (3) actual quantity (quantity in package);
 - (4) manufacturer's serial number and / or batch number, if one has been allocated; and (5) the CP&F-generated unique order identifier.
- k. Requirements for positioning bar codes in relation to related text, as well as positioning on package etc., are defined in Def Stan 81-041 (Part 6). If size of the bar code does not allow a label to be directly attached, then a tag may be used. Any difficulties over size or positioning of barcode markings shall initially be referred to the organisation nominated in Box 3 of DEFFORM 111 at Annex A to Schedule 3 (Contract Data Sheet).
- l. The requirements for the consignment of aggregated packages are as follows:
- (1) With the exception of packages containing Dangerous Goods, over-packing for delivery to the consignee shown in the Contract may be used by the consignor to aggregate a number of packages to different Packaging levels, provided that the package contains Contractor Deliverables of only one NSN or class group. Over-packing shall be in the cheapest commercial form consistent with ease of handling and protection of over-packed items.
 - (2) Two adjacent sides of the outer container shall be clearly marked to show the following:
 - (a) class group number;
 - (b) name and address of consignor;
 - (c) name and address of consignee (as stated on the Contract or Order); (d) destination if it differs from the consignee's address, normally either:
 - i. delivery destination / address; or
 - ii. transit destination, if the delivery address is a point of aggregation / disaggregation and / or onward shipment e.g. railway station, where that mode of transport is used;
 - (e) where applicable, the reference number of the delivery note produced by CP&F relating to the contents. The consignee's copy of each delivery note shall be placed in the case / container. If the Contractor Deliverables listed in the delivery note are packed in several cases, the consignee's copy shall be placed in the first case and a separate list detailing the contents shall be prepared for each case after the first and placed in the case to which it relates. Each case is to be numbered to indicate both the number of the case and the total number of cases concerned e.g. 1/3, 2/3, 3/3;
 - (f) the CP&F-generated shipping label; and
 - (g) any statutory hazard markings and any handling markings.
- m. Authorisation of the Contractor to undertake Packaging design, or to use a packaging design, that was not part of the original requirement under the Contract, shall be considered as an alteration to the specification in accordance with condition 7 (Variations to Specification).
- n. All Packaging shall meet the requirements of the Packaging (Essential Requirements) Regulations 2003 (as amended) where applicable.
- o. In any design work the Contractor shall comply with the Producer Responsibility Obligations (Packaging Waste) Regulations 2007 (as amended) or equivalent legislation. Evidence of compliance shall be a contractor record in accordance with condition 18 (Contractor's Records).
- p. This Condition is concerned with the supply of Packaging suitable to protect and ease handling, transport and storage of specified items. Where there is a failure of suitable Packaging (a design failure), or Packaging fails and this is attributed to the Packaging supplier, then the supplier shall be liable for the cost of replacing the Packaging.
- q. Liability for other losses resulting from Packaging failure or resulting from damage to Packaging, (such as damage to the packaged item etc.), shall be specified elsewhere in the Contract.
- r. General requirements for service Packaging, including details of UK and NATO MLP and Commercial Packaging descriptions, are contained in Def Stan 81-041 (Part 1) "Packaging of Defence Materiel". Def Stans, NATO Standardisation Agreements (STANAGs), and further information are available from the DStan internet site at: <https://www.dstan.mod.uk/>

- s. Unless specifically stated otherwise in the invitation to tender or the Contract, reference to any standard including Def Stans or STANAGs in any invitation to tender or Contract document means the edition and all amendments extant at the date of such tender or Contract.
- t. In the event of conflict between the Contract and Def Stan 81-041, the Contract shall take precedence.

24 Certificate of Conformity

- a. Where required in Schedule 3 (Contract Data Sheet) the Contractor shall provide a Certificate of Conformity (CofC) in accordance with Schedule 2 (Schedule of Requirements) and any applicable Quality Plan. One copy of the CofC shall be sent to the Authority's Representative (Commercial) upon Delivery, and one copy shall be provided to the Consignee upon Delivery.
- b. The Contractor shall consider the CofC to be a record in accordance with condition 18 (Contractor's Records).
- c. The Information provided on the CofC shall include:
 - 1. Contractor's name and address;
 - 2. Contractor unique CofC number;
 - 3. Contract number and where applicable Contract amendment number;
 - 4. details of any approved concessions;
 - 5. acquirer name and organisation;
 - 6. Delivery address;
 - 7. Contract Item Number from Schedule 2 (Schedule of Requirements);
 - 8. Description of Contractor Deliverable, including part number, specification and configuration status;
 - 9. identification marks, batch and serial numbers in accordance with the Specification;
 - 10. quantities;
 - 11. a signed and dated statement by the Contractor that the Contractor Deliverables comply with the requirements of the Contract and approved concessions.

Exceptions or additions to the above are to be documented.

- d. Where Schedule 2 (Schedule of Requirements) and any applicable Quality Plan require demonstration of traceability and design provenance through the supply chain the Contractor shall include in any relevant subcontract the requirement for the Information called for at clause 26.c. The Contractor shall ensure that this Information is available to the Authority through the supply chain upon request in accordance with condition 18 (Contractor Records).

25. NOT USED

26. NOT USED

27. Access to Contractor's Premises

- a. The Contractor shall provide to the Authority's Representatives following reasonable Notice, relevant accommodation/facilities, at no direct cost to the Authority, and all reasonable access to its premises for the purpose of monitoring the Contractor's progress and quality standards in performing the Contract.
- b. As far as reasonably practical, the Contractor shall ensure that the provisions of clause 1 are included in their subcontracts with those suppliers identified in the Contract. The Authority, through the Contractor, shall arrange access to such subcontractors.

28. Delivery / Collection

- a. Schedule 3 (Contract Data Sheet) shall specify whether the Contractor Deliverables are to be Delivered to the Consignee by the Contractor or Collected from the Consignor by the Authority.
- b. Where the Contractor Deliverables are to be Delivered by the Contractor (or a third party acting on behalf of the Contractor), the Contractor shall, unless otherwise stated in writing:
 - (1) contact the Authority's Representative as detailed in Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree administrative arrangements for Delivery and provide any Information pertinent to Delivery requested;
 - (2) comply with any special instructions for arranging Delivery in Schedule 3 (Contract Data Sheet);
 - (3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions;
 - (4) be responsible for all costs of Delivery; and

- (5) Deliver the Contractor Deliverables to the Consignee at the address stated in Schedule 2 (Schedule of Requirements) by the Delivery Date between the hours agreed by the Parties.
- c. Where the Contractor Deliverables are to be Collected by the Authority (or a third party acting on behalf of the Authority), the Contractor shall, unless otherwise stated in writing:
 - (1) contact the Authority's Representative (Transport) as detailed in box 10 of DEFFORM 111 at Annex A to Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree specific arrangements for Collection and provide any Information pertinent to the Collection requested;
 - (2) comply with any special instructions for arranging Collection in Schedule 3 (Contract Data Sheet);
 - (3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions;
 - (4) ensure that the Contractor Deliverables are available for Collection by the Authority from the Consignor (as specified in Schedule 3 (Contract Data Sheet)) by the Delivery Date between the hours agreed by the Parties; and
 - (5) in the case of Overseas consignments, ensure that the Contractor Deliverables are accompanied by the necessary transit documentation. All Customs clearance shall be the responsibility of the Authority's Representative (Transport).
- d. Title and risk in the Contractor Deliverables shall only pass from the Contractor to the Authority:
 - (1) on the Delivery of the Contractor Deliverables by the Contractor to the Consignee in accordance with clause 28.b; or
 - (2) on the Collection of the Contractor Deliverables from the Consignor by the Authority once they have been made available for Collection by the Contractor in accordance with clause 28.c.

29. Acceptance

- a. Acceptance of the Contractor Deliverables shall occur in accordance with any acceptance procedure specified. If no acceptance procedure is so specified acceptance shall occur when either:
 - (1) the Authority does any act in relation to the Contractor Deliverable which is inconsistent with the Contractor's ownership; or
 - (2) the time limit in which to reject the Contractor Deliverables defined in clause 30.b has elapsed.

30. Rejection and Counterfeit Materiel

Rejection:

- a. If any of the Contractor Deliverables Delivered to the Authority do not conform to the Specification or any other terms of this Contract, then (without limiting any other right or remedy that the Authority may have) the Authority may reject the Contractor Deliverables (in whole or in part). The Authority shall return these Contractor Deliverables to the Contractor at the Contractor's risk and cost.
- b. Rejection of any of the Contractor Deliverables under clause 30.a shall take place by the time limit for rejection specified in Schedule 3 (Contract Data Sheet), or if no such period is specified, the Contractor Deliverables shall be deemed to be accepted within a reasonable period of time.

Counterfeit Materiel:

- c. Where the Authority suspects that any Contractor Deliverable or consignment of Contractor Deliverables contains Counterfeit Materiel, it shall:
 - (1) notify the Contractor of its suspicion and reasons therefore;
 - (2) where reasonably possible, and if requested by the Contractor within 10 business days of such notification, (at the Contractor's own risk and expense and subject to any reasonable controls specified by the Authority) afford the Contractor the facility to (i) inspect the Contractor Deliverable or consignment and/or (ii) obtain a sample thereof for validation or testing purposes.
 - (3) give the Contractor a further 20 business days or such other reasonable period agreed by the Authority, from the date of the inspection at 30.c.(2).(i) or the provision of a sample at 30.c.(2).(ii), to comment on whether the Contractor Deliverable or consignment meets the definition of Counterfeit Materiel; and
 - (4) determine, on the balance of probabilities and strictly on the evidence available to it at the time, whether the Contractor Deliverable or consignment meets the definition of Counterfeit Materiel

Where the Authority has determined that the Contractor Deliverable, part or consignment of Contractor Deliverables contain Counterfeit Material then it may reject the Contractor Deliverable, part or consignment under 30.a-30.b (Rejection).

- d. In addition to its rights under 30.a and 30.b (Rejection), where the Authority reasonably believes that any Contractor Deliverable or consignment of Contractor Deliverables contains Counterfeit Material, it shall be entitled to:
 - (1) Retain any Counterfeit Material; and/or
 - (2) retain the whole or any part of such Contractor Deliverable or consignment where it is not possible to separate the Counterfeit Material from the rest of the Contractor Deliverable, or consignment;and such retention shall not constitute acceptance under condition 29 (Acceptance).
- e. Where the Authority intends to exercise its rights under clause 30.d, it shall where reasonable permit the Contractor, within a period specified by the Authority, to arrange at its own risk and expense and subject to any reasonable controls specified by the Authority, for:
 - (1) The separation of Counterfeit Material from any Contractor Deliverable or part of a Contractor Deliverable; and/or
 - (2) the removal of any Contractor Deliverable or part of a Contractor Deliverable that the Authority is satisfied does not contain Counterfeit Material.
- f. In respect of any Contractor Deliverable, consignment or part thereof that is retained in accordance with clause 30.d, including where the Authority permits the Contractor to remove non-Counterfeit Material under clause 30.e but the Contractor fails to do so within the period specified by the Authority and subject to clause 30.j, the Authority shall be entitled to exercise any, all, or any combination of, the following rights:
 - (1) To dispose of it responsibly, and in a manner that does not permit its reintroduction into the supply chain or market;
 - (2) to pass it to a relevant investigatory or regulatory authority;
 - (3) to retain conduct or have conducted further testing including destructive testing, for further investigatory, regulatory or risk management purposes. Results from any such tests shall be shared with the Contractor; and/or
 - (4) to recover the reasonable costs of testing, storage, access, and/or disposal of it from the Contractor.Exercise of the rights granted at clauses 30.f.(1) to 30.f.(3) shall not constitute acceptance under condition 29 (Acceptance).
- g. Any scrap or other disposal payment received by the Authority shall be off set against any amount due to the Authority under clause 30.f.(4). If the value of the scrap or other disposal payment exceeds the amount due to the Authority under clause 30.f.(4) then the balance shall accrue to the Contractor.
- h. The Authority shall not use a retained Article or consignment other than as permitted in this condition 30.c – 30.k.
- i. The Authority may without restriction report a discovery of Counterfeit Material and disclose information necessary for the identification of similar material and its possible sources.
- j. The Contractor shall not be entitled to any payment or compensation from the Authority as a result of the Authority exercising the rights set out in this condition 30.c – 30.k except where it has been determined in accordance with condition 40 (Dispute Resolution) that the Authority has made an incorrect determination in accordance with clause 30.c.(4). In such circumstances the Authority shall reimburse the Contractor's reasonable costs of complying with clause 30.c.

31. Diversion Orders

- a. The Authority shall notify the Contractor at the earliest practicable opportunity if it becomes aware that a Contractor Deliverable is likely to be subject to a Diversion Order.
- b. The Authority may issue a Diversion Order for the urgent delivery of the Contractor Deliverables identified in it. These Contractor Deliverables are to be delivered by the Contractor using the quickest means available as agreed by the Authority.
- c. The Authority reserves the right to cancel the Diversion Order.
- d. If the terms of the Diversion Order are unclear, the Contractor shall immediately contact the Representative of the Authority who issued it for clarification and/or further instruction.

- e. If the Diversion Order increases the quantity of Contractor Deliverables beyond the scope of the Contract, it is to be returned immediately to the Authority's Commercial Officer with an appropriate explanation.
- f. The Contractor shall be entitled to reasonable additional delivery and packaging costs incurred in complying with the Diversion Order or cancellation. Claims are to be submitted by the Contractor to the Authority's Commercial Officer together with applicable receipts and agreed as an amendment to the Contract in accordance with condition 6 (Amendments to Contract). The Contractor shall comply with the requirements of the Diversion Order upon receipt of the Diversion Order.

32. Self-to-Self Delivery

Where it is stated in Schedule 3 (Contract Data Sheet) that any Contractor Deliverable is to be Delivered by the Contractor to its own premises, or to those of a Subcontractor ('self-to-self delivery'), the risk in such a Contractor Deliverable shall remain vested in the Contractor until such time as it is handed over to the Authority.

LICENCES AND INTELLECTUAL PROPERTY

33. Import and Export Licences

- a. If, in the performance of the Contract, the Contractor needs to import into the UK or export out of the UK anything not supplied by or on behalf of the Authority and for which a UK import or export licence is required, the responsibility for applying for the licence shall rest with the Contractor. The Authority shall provide the Contractor with sufficient information, certification, documentation and other reasonable assistance in obtaining any necessary UK import or export licence.
- b. When an export licence or import licence or authorisation either singularly or in combination is required from a foreign government for the performance of the Contract, the Contractor shall as soon as reasonably practicable consult with the Authority on the licence requirements. Where the Contractor is the applicant for the licence or authorisation the Contractor shall:
 - (1) ensure that when end use or end user restrictions, or both, apply to all or part of any Contractor Deliverable (which for the purposes of this Condition shall also include information, technical data and software), the Contractor, unless otherwise agreed with the Authority, shall identify in the application:
 - (a) the end user as: Her Britannic Majesty's Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter "HM Government"); and
 - (b) the end use as: For the Purposes of HM Government; and
 - (2) include in the submission for the licence or authorisation a statement that "information on the status of processing this application may be shared with the Ministry of Defence of the United Kingdom".
- c. If the Contractor or any subcontractor in the performance of the Contract needs to export materiel not previously supplied by or on behalf of the Authority for which an export licence or import licence or authorisation from a foreign government is required, the responsibility for instituting expeditious action to apply for and obtain the licence shall rest with the Contractor or that subcontractor. For the purposes of this Condition materiel shall mean information, technical data and items, including Contractor Deliverables, components of Contractor Deliverables and software.
- d. Where the Contract performance requires the export of materiel for which a foreign export licence or import licence or authorisation is required, the Contractor shall include the dependencies for the export licence or import licence or authorisation application, grant and maintenance in the Contract risk register and in the risk management plan for the Contract, with appropriate review points. Where there is no requirement under the Contract for a risk management plan the Contractor shall submit this information to the Authority's representative.
- e. During the term of the Contract and for a period of up to 2 years from completion of the Contract, the Authority may make a written request to the Contractor to seek a variation to the conditions to a foreign export licence or import licence or authorisation to enable the Authority to re-export or re-transfer a licensed or authorised item or licensed or authorised information from the UK to a non-licensed or unauthorised third party. If the Authority makes such a request it will consult with the Contractor before making a determination of whether the Authority or the Contractor is best placed in all the circumstance to make the request. Where, subsequent to such consultation the Authority notifies the Contractor that the Contractor is best placed to make such request:

- (1) the Contractor shall, or procure that the Contractor's subcontractor shall, expeditiously consider whether or not there is any reason why it should object to making the request and, where it has no objection, file an application to seek a variation of the applicable export licence or import licence or authorisation in accordance with the procedures of the licensing authority. Where the contractor has an objection, the Parties shall meet within five (5) working days to resolve the issue and should they fail the matter shall be escalated to an appropriate level within both Parties' organisations, to include their respective export licensing subject matter experts; and
 - (2) the Authority shall provide sufficient information, certification, documentation and other reasonable assistance as may be necessary to support the application for the requested variation.
- f. Where the Authority determines that it is best placed to make such request the Contractor shall provide sufficient information, certification, documentation and other reasonable assistance as may be necessary to support the Authority to make the application for the requested variation.
 - g. Where the Authority invokes clause 33.e or 33.f the Authority will pay the Contractor a fair and reasonable charge for this service based on the cost of providing it.
 - h. Where the Contractor subcontracts work under the Contract, which is likely to be subject to foreign export control, import control or both the Contractor shall use reasonable endeavours to incorporate in each subcontract equivalent obligations to those set out in this Condition. Where it is not possible to include equivalent terms to those set out in this Condition, the Contractor shall report that fact and the circumstances to the Authority.
 - i. Without prejudice to HM Government's position on the validity of any claim by a foreign government to extra-territoriality, the Authority shall provide the Contractor with sufficient information, certification, documentation and other reasonable assistance to facilitate the granting of export licences or import licences or authorisations by a foreign Government in respect of the performance of the Contract.
 - j. The Authority shall provide such assistance as the Contractor may reasonably require in obtaining any UK export licences necessary for the performance of the Contract.
 - k. The Contractor shall use reasonable endeavours to identify whether any Contractor Deliverable is subject to:
 - (1) a non-UK export licence, authorisation or exemption; or
 - (2) any other related transfer or export control, that imposes or will impose end use, end user or re-transfer or re-export restrictions, or restrictions on disclosure to individuals based upon their nationality. This does not include the Intellectual Property-specific restrictions of the type referred to in condition 34 (Third Party Intellectual Property – Rights and Restrictions).
 - l. If at any time during the term of the Contract the Contractor becomes aware that all or any part of the Contractor Deliverables are subject to Clause 33.k(1) or 33.k(2), it shall notify the Authority of this as soon as reasonably practicable by providing details in the DEFFORM 528 or other mutually agreed alternative format. Such notification shall be no later than thirty (30) days of knowledge of any affected Contractor Deliverable and in any event such notification shall be not less than thirty (30) days prior to delivery of the Contractor Deliverables.
 - m. If the information to be provided under Clause 33.l has been provided previously to the Authority by the Contractor under the Contract, the Contractor may satisfy these requirements by giving details of the previous notification and confirming they remain valid and satisfy the provisions of Clause 33.l.
 - n. During the term of the Contract, the Contractor shall notify the Authority as soon as reasonably practicable of any changes in the information notified previously under clauses 33.l or 33.m of which it becomes or is aware that would affect the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those Clauses by issuing an updated DEFFORM 528 to the Authority.
 - o. For a period of up to 2 years from completion of the Contract and in response to a specific request by the Authority, the Contractor shall notify the Authority as soon as reasonably practicable of any changes in the information notified previously under Clause 33.l or 33.m of which it becomes aware that would affect the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those Clauses by issuing an updated DEFFORM 528 to the Authority.
 - p. Where following receipt of materiel from a subcontractor or any of its other suppliers restrictions are notified to the Contractor by that subcontractor, supplier or other third party or are identified by the Contractor, the Contractor shall immediately inform the Authority by issuing an updated DEFFORM 528. Within 20 days of such notification, the Contractor shall propose to the Authority actions to mitigate the impact of such restrictions. Such proposals may include, where appropriate, mutually supported attempts to obtain removal or modification to the restrictions or to obtain appropriate

authorisations from the relevant foreign government. The Authority shall notify the contractor within 20 days of receipt of a proposal whether it is acceptable and where appropriate the Contract shall be modified in accordance with its terms to implement the proposal.

- q. If the restrictions prevent the Contractor from performing its obligations under the Contract and have not been removed, modified or otherwise satisfactorily managed within a reasonable time, the Authority may at its absolute discretion elect to amend the contract in accordance with condition 6 or 7 or as otherwise may be provided by the Contract, or to terminate the Contract. Except as set out in clause 33.r, in the event of termination in these circumstances termination shall be on fair and reasonable terms having regard to all the circumstances including payments already made and that would otherwise be due under the Contract, costs incurred by the Contractor and benefits received by the Authority. The Parties, acting in good faith, will use all reasonable endeavours to agree such fair and reasonable terms failing which either Party may refer the matter to dispute resolution in accordance with the provisions in the Contract.
- r. In the event that the restrictions notified to the Authority pursuant to Clause 33.l were known or ought reasonably have been known by the Contractor (but were not disclosed) at contract award or if restrictions notified to the Authority pursuant to clauses 33.n or 33.p were known or ought reasonably to have been known by the Contractor at the date of submission of the most recent DEFFORM 528 submitted to the Authority in accordance with Clause 33.l, termination under Clause 33.q will be in accordance with condition 43 (Material Breach) and the provisions of clause 33.v will not apply.
- s. The Authority shall use reasonable endeavours to identify any export control restrictions applying to materiel to be provided to the Contractor as Government Furnished Assets (GFA). Where the Authority is to provide materiel necessary to enable the Contractor to perform the Contract or in respect of which the Services are to be provided, and that materiel is subject to a non-UK export licence, authorisation, exemption or other related transfer or export control as described in the provisions of Clause 33.k, the Authority shall provide a completed DEFFORM 528 or will provide a new or updated DEFFORM 528 to the Contractor within thirty (30) days of the date of knowledge and in any case not later than thirty (30) days prior to the delivery of such materiel to the Contractor.
- t. In the event that the Authority becomes aware that the DEFFORM 528 disclosure was incomplete or inaccurate or in the event additional such materiel is identified then the Authority shall provide, as soon as reasonably practicable a new or revised DEFFORM 528. In the event that the Authority becomes aware that a prior disclosure included in DEFFORM 528 submitted to the Contractor was incomplete or inaccurate less than thirty (30) days prior to the delivery to the Contractor of any material to which the updated or new disclosure relates, the Parties will meet as soon as reasonably practicable to discuss how to mitigate the impact of the incomplete or inaccurate disclosure.
- u. Where:
 - (1) restrictions are advised by the Authority to the Contractor in a DEFFORM 528 provided pursuant to Clauses 33.s or 33.t or both; or
 - (2) any of the information provided by the Authority in any DEFFORM 528 proves to be incorrect or inaccurate;

the Authority and the Contractor shall act promptly to mitigate the impact of such restrictions or incorrect or inaccurate information. Such mitigation shall include, where appropriate, mutually supported attempts to obtain removal or modification to the restrictions or to obtain appropriate authorisations from the relevant foreign government. If the restrictions or incorrect or inaccurate information adversely affect the ability of the Contractor to perform its obligations under the Contract, the matter shall be handled under the terms of condition 6 (Amendments to Contract) or condition 7 (Variations to Specification) or as may otherwise be provided by the Contract as appropriate and if no alternative solution satisfies the essential terms of the Contract and the restrictions have not been removed, modified or otherwise satisfactorily managed within a reasonable time the Authority may terminate the Contract. Termination under these circumstances will be under the terms of condition 42 (Termination for Convenience) and as referenced in the Contract.

- v. Pending agreement of any amendment of the Contract as set out in clause 33.q or 33.u, provided the Contractor takes such steps as are reasonable to mitigate the impact, the Contractor shall be relieved from its obligations to perform those elements of the Contract directly affected by the restrictions or provision of incorrect or incomplete information.

34. Third Party Intellectual Property – Rights and Restrictions

a. The Contractor and, where applicable any Subcontractor, shall promptly notify the Authority as soon as they become aware of:

- (1) any invention or design the subject of patent or registered Design Rights (or application thereof) owned by a third party which appears to be relevant to the performance of the Contract or to use by the Authority of anything required to be done or delivered under the Contract;
- (2) any restriction as to disclosure or use, or obligation to make payments in respect of any other intellectual property (including technical Information) required for the purposes of the Contract or subsequent use by the Authority of anything delivered under the Contract and, where appropriate, the notification shall include such Information as is required by Section 2 of the Defence Contracts Act 1958;
- (3) any allegation of infringement of intellectual property rights made against the Contractor and which pertains to the performance of the Contract or subsequent use by the Authority of anything required to be done or delivered under the Contract.

Clause 34.a does not apply in respect of Contractor Deliverables normally available from the Contractor as a Commercial Off The Shelf (COTS) item or service.

b. If the Information required under clause 34.a has been notified previously, the Contractor may meet its obligations by giving details of the previous notification.

c. For COTS Contractor Deliverables patents and registered designs in the UK, in respect of any question arising (by way of an allegation made to the Authority or Contractor, or otherwise) that the manufacture or provision under the Contract of Contractor Deliverables normally available from the Contractor as a COTS item or service is an infringement of a UK patent or registered design not owned or controlled by the Contractor or the Authority, the Contractor shall, subject to the agreement of the third party owning such patent or registered design, be given exclusive conduct of any and all negotiations for the settlement of any claim or the conduct of any litigation arising out of such question. The Contractor shall indemnify the Authority, its officers, agents and employees against any liability and cost arising from such allegation. This condition shall not apply if:

- (1) the Authority has made or makes an admission of any sort relevant to such question;
- (2) the Authority has entered or enters into any discussions on such question with any third party without the prior written agreement of the Contractor;
- (3) the Authority has entered or enters into negotiations in respect of any relevant claim for compensation in respect of Crown Use under Section 55 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1977;
- (4) legal proceedings have been commenced against the Authority or the Contractor in respect of Crown Use, but only to the extent of such Crown Use that has been properly authorised.

d. The indemnity in clause 34.c does not extend to use by the Authority of anything supplied under the Contract where that use was not reasonably foreseeable at the time of the Contract.

e. In the event that the Authority has entered into negotiation in respect of a claim for compensation, or legal proceedings in respect of the Crown Use have commenced, the Authority shall forthwith authorise the Contractor for the purposes of performing the Contract (but not otherwise) to utilise a relevant invention or design in accordance with Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949 and to use any model, document or information relating to any such invention or design which may be required for that purpose.

f. For all other Contractor Deliverables patents and registered designs in the UK, if a relevant invention or design has been notified to the Authority by the Contractor prior to the Effective Date of Contract, then unless it has been otherwise agreed, under the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, the Contractor is hereby authorised to utilise that invention or design, notwithstanding the fact that it is the subject of a UK Patent or UK Registered Design, for the purpose of performing the Contract.

g. If, under clause 34.a, a relevant invention or design is notified to the Authority by the Contractor after the Effective Date of Contract, then:

- (1) if the owner (or its exclusive licensee) takes or threatens in writing to take any relevant action against the Contractor, the Authority shall issue to the Contractor a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, and
- (2) in any event, unless the Contractor and the Authority can agree an alternative course of action, the Authority shall not unreasonably delay the issue of a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949.

- h. The Authority shall assume all liability and shall indemnify the Contractor, its officers, agents and employees against liability, including the Contractor's costs, as a result of infringement by the Contractor or their suppliers of any patent, utility model, registered design or like protection outside the United Kingdom in the performance of the Contract when such infringement arises from or is incurred by reason of the Contractor following any specification, statement of work or instruction in the Contract or using, keeping or disposing of any item given by the Authority for the purpose of the Contract in accordance with the Contract.
- i. The Contractor shall assume all liability and shall indemnify the Authority, its officers, agents and employees against liability, including the Authority's costs, as a result of infringement by the Contractor or their suppliers of any patent, utility model, registered design or like protection outside the UK in the performance of the Contract when such infringement arises from or is incurred otherwise than by reason of the Contractor following any specification, statement of work or instruction in the Contract or using, keeping or disposing of any item given by the Authority for the purpose of the Contract in accordance with the Contract.
- j. The Contractor shall not be entitled to any reimbursement of any royalty, licence fee or similar expense incurred in respect of anything to be done under the Contract, where:
 - (1) a relevant discharge has been given under Section 2 of the Defence Contracts Act 1958, or relevant authorisation in accordance with Sections 55 or 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988 in respect of any intellectual property; or
 - (2) any obligation to make payments for intellectual property has not been promptly notified to the Authority under clause 34.a.
- k. Where authorisation is given by the Authority under clause 34.e, 34.f or 34.g, to the extent permitted by Section 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988, the Contractor shall also be:
 - (1) released from payment whether by way of royalties, licence fees or similar expenses in respect of the Contractor's use of the relevant invention or design, or the use of any relevant model, document or information for the purpose of performing the Contract; and
 - (2) authorised to use any model, document or information relating to any such invention or design which may be required for that purpose.
- l. The Contractor shall assume all liability and indemnify the Authority and its officers, agents and employees against liability, including costs as a result of:
 - (1) infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in respect of any item to be supplied under the Contract or otherwise in the performance of the Contract;
 - (2) misuse of any confidential information, trade secret or the like by the Contractor in performing the Contract;
 - (3) provision to the Authority of any Information or material which the Contractor does not have the right to provide for the purpose of the Contract.
- m. The Authority shall assume all liability and indemnify the Contractor, its officers, agents and employees against liability, including costs as a result of:
 - (1) infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in respect of any item provided by the Authority for the purpose of the Contract but only to the extent that the item is used for the purpose of the Contract;
 - (2) alleged misuse of any confidential Information, trade secret or the like by the Contractor as a result of use of Information provided by the Authority for the purposes of the Contract, but only to the extent that Contractor's use of that Information is for the purposes intended when it was disclosed by the Authority.
- n. The general authorisation and indemnity is:
 - (1) clauses 34.a – 34.m represents the total liability of each Party to the other under the Contract in respect of any infringement or alleged infringement of patent or other Intellectual Property Right (IPR) owned by a third party;
 - (2) neither Party shall be liable, one to the other, for any consequential loss or damage arising as a result, directly or indirectly, of a claim for infringement or alleged infringement of any patent or other IPR owned by a third party;

- (3) a Party against whom a claim is made or action brought, shall promptly notify the other Party in writing if such claim or action appears to relate to an infringement which is the subject of an indemnity or authorisation given under this Condition by such other Party. The notification shall include particulars of the demands, damages and liabilities claimed or made of which the notifying Party has notice;
 - (4) the party benefiting from the indemnity or authorisation shall allow the other Party, at its own expense, to conduct any negotiations for the settlement of the same, and any litigation that may arise therefrom and shall provide such information as the other Party may reasonably require;
 - (5) following a notification under clause 34.n(3), the Party notified shall advise the other Party in writing within thirty (30) Business Days whether or not it is assuming conduct of the negotiations or litigation. In that case the Party against whom a claim is made or action brought shall not make any statement which might be prejudicial to the settlement or defence of such a claim without the written consent of the other Party;
 - (6) the Party conducting negotiations for the settlement of a claim or any related litigation shall, if requested, keep the other Party fully informed of the conduct and progress of such negotiations.
- o. If at any time a claim or allegation of infringement arises in respect of copyright, database right, Design Right or breach of confidence as a result of the provision of any Contractor Deliverable by the Contractor to the Authority, the Contractor may at its own expense replace the item with an item of equivalent functionality and performance so as to avoid infringement or breach. The Parties will co-operate with one another to mitigate any claim or damage which may arise from use of third party IPR.
 - p. Nothing in condition 34 shall be taken as an authorisation or promise of an authorisation under Section 240 of the Copyright, Designs and Patents Act 1988.
 - q. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

PRICING AND PAYMENT

35. Contract Price

- a. The Contractor shall provide the Contractor Deliverables to the Authority at the Contract Price. The Contract Price shall be a Firm Price unless otherwise stated in Schedule 3 (Contract Data Sheet).
- b. Subject to condition 35.a the Contract Price shall be inclusive of any UK custom and excise or other duty payable. The Contractor shall not make any claim for drawback of UK import duty on any part of the Contract Deliverables supplied which may be for shipment outside of the UK.

36. Payment and Recovery of Sums Due

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 36b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
- b. Where the Contractor submits an invoice to the Authority in accordance with clause 36a, the Authority will consider and verify that invoice in a timely fashion.
- c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- d. Where the Authority fails to comply with clause 36b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 36c after a reasonable time has passed.
- e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.
- f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

37. Value Added Tax

- a. The Contract Price excludes any UK output Value Added Tax (VAT) and any similar EU (or nonEU) taxes chargeable on the supply of Contractor Deliverables by the Contractor to the Authority.
- b. If the Contractor is required by UK VAT law to be registered for UK VAT (or has registered voluntarily) in respect of his business activities at the time of any supply, and the circumstances of any supply are such that the Contractor is liable to pay the tax due to HM Revenue and Customs (HMRC), the Authority shall pay to the Contractor in addition to the Contract Price (or any other sum due to the Contractor) a sum equal to the output VAT chargeable on the tax value of the supply of Contractor Deliverables, and all other payments under the Contract according to the law at the relevant tax point.
- c. The Contractor is responsible for the determination of VAT liability. The Contractor shall consult its Client Relationship Manager or the HMRC Enquiries Desk (and not the Authority's Representative (Commercial)) in cases of doubt. The Contractor shall notify the Authority's Representative (Commercial) of the Authority's VAT liability under the Contract, and any changes to it, within twenty (20) Business Days of becoming aware the liability is other than at the standard rate of VAT. In the event of any doubt about the applicability of the tax in such cases, the Authority may require the Contractor to obtain, and pass to the Authority, a formal ruling from HMRC. The Contractor shall comply promptly with any such requirement. Where the Contractor obtains a ruling from HMRC, it shall supply a copy to the Authority within three (3) Business Days of receiving that ruling unless it proposes to challenge the ruling. Where the Contractor challenges the ruling it shall supply to the Authority a copy of any final decisions issued by HMRC on completion of the challenge within three (3) Business Days of receiving the decision.
- d. Where supply of Contractor Deliverables comes within the scope of UK VAT, but the Contractor is not required by UK VAT law to be registered for UK VAT (and has not registered voluntarily), the Authority shall be responsible for assessing and paying over directly to HMRC any UK output VAT due in respect of the Contractor Deliverables. The Contractor shall be responsible for ensuring it takes into account any changes in VAT law regarding registration.
- e. Where Contractor Deliverables are deemed to be supplied to the Authority outside the UK, the Contractor may be required by the laws of the country where the supply takes place to register there for EU (or non-EU) turnover or similar tax. In that event, the Authority shall pay to the Contractor in addition to the Contract Price (and any other sum due to the Contractor under the Contract) a sum equal to the tax the Contractor is liable to pay to the tax authorities of the country in question in relation to the Contractor Deliverables within thirty (30) calendar days of a written request for payment of any such sum by the Contractor.
- f. In relation to the Contractor Deliverables supplied under the Contract the Authority shall not be required to pay any sum in respect of the Contractor's input VAT (or similar EU or non-EU or both input taxes). However, these input taxes will be allowed where it is established that, despite the Contractor having taken all reasonable steps to recover them, it has not been possible to do so. Where there is any doubt that the Contractor has complied with this requirement the matter shall be resolved in accordance with condition 40 (Dispute Resolution).
- g. Should HMRC decide that the Contractor has incorrectly determined the VAT liability, in accordance with clause 37.b above, the Authority will pay the VAT assessed by HMRC. In the event that HMRC so determines, the Contractor shall pay any interest charged on any assessment or penalties or both directly to HMRC. Such interest or penalties or both shall not be recoverable from the Authority under this Contract or any other contract. The Contractor shall supply the Authority with a copy of all correspondence between HMRC and the Contractor's advisors regarding the VAT assessment within three (3) Business Days of a written request from the Authority for such correspondence.

38. Debt Factoring

- a. Subject to the Contractor obtaining the prior written consent of the Authority in accordance with condition 11 (Assignment of Contract), the Contractor may assign to a third Party ("the Assignee") the right to receive payment of the Contract Price or any part thereof due to the Contractor under the Contract (including interest which the Authority incurred through late payment under the Late Payment of Commercial Debts (Interest) Act 1998 ("the Act")). Any assignment of the right to receive payment of the Contract Price (or any part thereof) under this condition 38 shall be subject to:
 - (1) reduction of any sums in respect of which the Authority exercises its right of recovery under clause 36.f

- (2) all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and
- (3) the Authority receiving notification under both clauses 38.b and 38.c(2).
- b. In the event that the Contractor obtains from the Authority the consent to assign the right to receive the Contract Price (or any part thereof) under clause 38.a, the Contractor shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.
- c. The Contractor shall ensure that the Assignee:
 - (1) is made aware of the Authority's continuing rights under clauses 38.a(1) and 38.a(2); and
 - (2) notifies the Authority of the Assignee's contact Information and bank account details to which the Authority shall make payment, subject to any reduction made by the Authority in accordance with clauses 38.a(1) and 38.a(2).
- d. The provisions of condition 36 (Payment and Recovery of Sums Due) shall continue to apply in all other respects after the assignment and shall not be amended without the prior approval of the Authority.

39. Subcontracting and Prompt Payment

- a. Subcontracting any part of the Contract shall not relieve the Contractor of any of the Contractor's obligations, duties or liabilities under the Contract.
- b. Where the Contractor enters into a Subcontract he shall cause a term to be included in such Subcontract:
 - (1) providing that where the Subcontractor submits an invoice to the Contractor, the Contractor will consider and verify that invoice in a timely fashion;
 - (2) providing that the Contractor shall pay the Subcontractor any sums due under such an invoice no later than a period of thirty (30) days from the date on which the Contractor has determined that the invoice is valid and undisputed;
 - (3) providing that where the Contractor fails to comply with clause 39.b(1) above, and there is an undue delay in considering and verifying the invoice, that the invoice shall be regarded as valid and undisputed for the purposes of clause 39.b(2) after a reasonable time has passed; and
 - (4) requiring the counterparty to that Subcontract to include in any Subcontract which it awards, provisions having the same effect as clauses 39.b(1) to 39.b(4).

TERMINATION

40. Dispute Resolution

- a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.
- b. In the event that the dispute or claim is not resolved pursuant to clause 40.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause 40.b shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.
- c. For the avoidance of doubt, anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise.

41. Termination for Insolvency or Corrupt Gifts

Insolvency:

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

- (4) the presentation of a petition for bankruptcy order against the individual or, in the case of a firm constituted under English law, any partner of the firm unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- (5) the court making a bankruptcy order in respect of the individual or, in the case of a firm constituted under English law, any partner of the firm; or
- (6) where the Contractor is either unable to pay his debts as they fall due or has no reasonable prospect of being able to pay debts which are not immediately payable. The Authority shall regard the Contractor as being unable to pay his debts if:
 - (a) he has failed to comply with or to set aside a Statutory demand under Section 268 of the Insolvency Act 1986 within twenty-one (21) days of service of the Statutory Demand on him; or
 - (b) execution or other process to enforce a debt due under a judgement or order of the court has been returned unsatisfied in whole or in part.
- (7) the presentation of a petition for sequestration in relation to the Contractor's estates unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- (8) the court making an award of sequestration in relation to the Contractor's estates. Where the Contractor is a company registered in England:
- (9) the presentation of a petition for the appointment of an administrator; unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- (10) the court making an administration order in relation to the company; or
- (11) the presentation of a petition for the winding-up of the company unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- (12) the company passing a resolution that the company shall be wound-up; or
- (13) the court making an order that the company shall be wound-up; or (14) the appointment of a Receiver or manager or administrative Receiver.

Where the Contractor is a company registered other than in England, events occur or are carried out which, within the jurisdiction to which it is subject, are similar in nature or effect to those specified in clauses 41.a(9) to 41.a(14) inclusive above.

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

Corrupt Gifts:

- c. The Contractor shall not do, and warrants that in entering the Contract it has not done any of the following (hereafter referred to as 'prohibited acts'):
 - (1) offer, promise or give to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
 - (a) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or execution of this or any other contract with the Crown; or
 - (b) for showing or not showing favour or disfavour to any person in relation to this or any other Contract with the Crown.
 - (2) enter into this or any other Contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.
- d. If the Contractor, its employees, agents or any subcontractor (or anyone acting on its behalf or any of its or their employees) does any of the prohibited acts or commits any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown, the Authority shall be entitled:
 - (1) to terminate the Contract and recover from the Contractor the amount of any loss resulting from the termination;
 - (2) to recover from the Contractor the amount or value of any such gift, consideration or commission; and
 - (3) to recover from the Contractor any other loss sustained in consequence of any breach of this condition, where the Contract has not been terminated.
- e. In exercising its rights or remedies under this condition, the Authority shall:

- (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person performing, the prohibited act;
- (2) give all due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
 - (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;
 - (b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.
- f. Recovery action taken against any person in Her Majesty's service shall be without prejudice to any recovery action taken against the Contractor pursuant to this Condition.

42. Termination for Convenience

- a. The Authority shall have the right to terminate the Contract in whole or in part at any time by giving the Contractor at least twenty (20) business days written notice (or such other period as may be stated in Schedule 3 (Contract Data Sheet)). Upon expiry of the notice period the Contract, or relevant part thereof, shall terminate without prejudice to the rights of the parties already accrued up to the date of termination. Where only part of the Contract is being terminated, the Authority and the Contractor shall owe each other no further obligations in respect of the part of the Contract being terminated, but will continue to fulfil their respective obligations on all other parts of the Contract not being terminated.
- b. Following the above notification the Authority shall be entitled to exercise any of the following rights in relation to the Contract (or part being terminated) to direct the Contractor to:
 - (1) not start work on any element of the Contractor Deliverables not yet started;
 - (2) complete in accordance with the Contract the provision of any element of the Contractor Deliverables;
 - (3) as soon as may be reasonably practicable take such steps to ensure that the production rate of the Contractor Deliverables is reduced as quickly as possible;
 - (4) terminate on the best possible terms any subcontracts in support of the Contractor Deliverables that have not been completed, taking into account any direction given under clauses 42.b(2) and 42.b(3) of this condition.
- c. Where this condition applies (and subject always to the Contractor's compliance with any direction given by the Authority under clause 42.b):
 - (1) The Authority shall take over from the Contractor at a fair and reasonable price all unused and undamaged materiel and any Contractor Deliverables in the course of manufacture that are:
 - (a) in the possession of the Contractor at the date of termination; and
 - (b) provided by or supplied to the Contractor for the performance of the Contract, except such materiel and Contractor Deliverables in the course of manufacture as the Contractor shall, with the agreement of the Authority, choose to retain;
 - (2) the Contractor shall deliver to the Authority within an agreed period, or in absence of such agreement within a period as the Authority may specify, a list of:
 - (c) all such unused and undamaged materiel; and
 - (d) Contractor Deliverables in the course of manufacture, that are liable to be taken over by, or previously belonging to the Authority, and shall deliver such materiel and Contractor Deliverables in accordance with the directions of the Authority;
 - (3) in respect of Services, the Authority shall pay the Contractor fair and reasonable prices for each Service performed, or partially performed, in accordance with the Contract.
- d. The Authority shall (subject to clause 42.e below and to the Contractor's compliance with any direction given by the Authority in clause 42.b above) indemnify the Contractor against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract, subject to:
 - (1) the Contractor taking all reasonable steps to mitigate such loss; and
 - (2) the Contractor submitting a fully itemised and costed list of such loss, with supporting evidence, reasonably and actually incurred by the Contractor as a result of the termination of the Contract or relevant part.
- e. The Authority's total liability under the provisions of this Condition shall be limited to the total price of the Contractor Deliverables payable under the contract (or relevant part), including any sums paid, due or becoming due to the Contractor at the date of termination.

- f. The Contractor shall include in any subcontract over £250,000 which it may enter into for the purpose of the Contract, the right to terminate the subcontract under the terms of clauses 42.a to 42.e except that:
 - (1) the name of the Contractor shall be substituted for the Authority except in clause 42.c(1);
 - (2) the notice period for termination shall be as specified in the subcontract, or if no period is specified twenty (20) business days; and
 - (3) the Contractor's right to terminate the subcontract shall not be exercised unless the main Contract, or relevant part, has been terminated by the Authority in accordance with the provisions of this condition 42.
- g. Claims for payment under this condition shall be submitted in accordance with the Authority's direction.

43. Material Breach

- a. In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written Notice to the Contractor where the Contractor is in material breach of its obligations under the Contract.
- b. Where the Authority has terminated the Contract under clause 43.a the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract, including but not limited to any costs and expenses incurred by the Authority in:
 - (1) carrying out any work that may be required to make the Contractor Deliverables comply with the Contract; or
 - (2) obtaining the Contractor Deliverable in substitution from another supplier.

44. Consequences of Termination

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

45 Project specific DEFCONs and DEFCON SC variants that apply to this contract

DEFCON 076 (SC2) (Edn. 11/17) - Contractor's Personnel at Government Establishments

DEFCON 532B (Edn. 04/20) - Protection Of Personal Data (Where Personal Data is being processed on behalf of the Authority)

DEFCON 605 (SC2) (Edn. 11/17) - Financial Reports

DEFCON 658 (SC2) (Edn. 11/17) – Cyber

Note: Further to DEFCON 658 the Cyber Risk Profile of the Contract is High, as defined in Def Stan 05138.

DEFCON 611 (Edn 02/16) - Issued Property

DEFCON 694 (SC2) (Edn. 08/18) - Accounting For Property of the Authority

Special conditions that apply to this Contract

46. LIMITATIONS ON Liability

Unlimited liabilities

- a) Neither Party limits its liability for:
 - i. death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable);
 - ii. fraud or fraudulent misrepresentation by it or its employees;
 - iii. breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - iv. any liability to the extent it cannot be limited or excluded by law.
- b) The financial caps on the Contractor's liability set out in Clause d below shall not apply to the following:
 - i. for any indemnity given by the Contractor to the Authority under this Contract
 - ii. the Contractor's indemnity in relation to condition 34
 - iii. the Contractor's indemnity in relation to TUPE at Schedule 8
 - iv. breach by the Contractor of DEFCON 532B as set out in DEFFORM 532 and Data Protection Legislation;
- c) The financial caps on the Authority's liability set out in Clause e below shall not apply to the following:
 - i. for any indemnity given by the Authority to the Contractor under this Contract, including but not limited to condition 41 and condition 42; and
 - ii. the indemnity given by the Authority in relation to TUPE under Schedule 8 shall be unlimited;

Financial limits

- d) Subject to Clauses a and b and to the maximum extent permitted by Law:
 - i. Throughout the Term the Contractor's total liability in respect of losses that are
 - 1 in respect of DEFCON 76 (SC2) £0 in aggregate
 - 2 In respect of DEFCON 611 (SC2) £0 in aggregate
 - ii. subject always to Clauses a, b, and the Contractor's total liability throughout the Term in respect of all other liabilities (but excluding any Service Credits paid or payable in accordance with [insert cross reference to service credit/performance provisions] and [insert cross reference to any other relevant provisions], whether in contract, in tort (including negligence), arising under warranty, under statute or otherwise under or in
 - iii. on the exercise of any and, where more than one, each option period or agreed extension to the Term, the limitation of the Contractor's total liability (in aggregate) set out in Clauses d (i) and d (ii) above shall be fully replenished such that on and from each such exercise or extension of the Term, the Authority shall be able to claim up to the full value of the limitation set out in Clauses d (i) and d (ii) of this Contract.

- e) Subject to Clauses a, c and f, and to the maximum extent permitted by Law the Authority's total liability (in aggregate) whether in contract, in tort (including negligence), under warranty, under statute or otherwise under or in connection with this Contract shall in respect of all liabilities (taken together) be limited to the Charges paid by the Authority in the relevant Contract Year in respect of any and all claims in that Contract Year.
- f) Clause e shall not exclude or limit the Contractor's right under this Contract to claim for the Charges.

Consequential loss

g) Subject to Clauses a, b and h, neither Party shall be liable to the other Party or to any third party, whether in contract (including under any warranty), in tort (including negligence), under statute or otherwise for or in respect of:

- i. indirect loss or damage;
- ii. special loss or damage;
- iii. consequential loss or damage;
- iv. loss of profits (whether direct or indirect);
- v. loss of turnover (whether direct or indirect);
- vi. loss of business opportunities (whether direct or indirect); or
- vii. damage to goodwill (whether direct or indirect), even if that Party was aware of the possibility of such loss or damage to the other Party.

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

- i. any additional operational and administrative costs and expenses arising from the Contractor's Default, including any costs paid or payable by the Authority:
 - 1. to any third party;
 - 2. for putting in place workarounds for the Contractor Deliverables and other deliverables that are reliant on the Contractor Deliverables; and
 - 3. relating to time spent by or on behalf of the Authority in dealing with the
 - 4. consequences of the Default;
- ii. any or all wasted expenditure and losses incurred by the Authority arising from the Contractor's Default, including wasted management time;
- iii. the additional cost of procuring and maintaining in place transitional assistance and replacement deliverables for the remainder of the Term and any option period or agreed extension to the Term (including legal and other consultants' fees, re-procurement project costs, other expenses associated with such exercise and any increase in the fees for the replacement services over and above the Contract Price that would have been payable for the relevant Contractor Deliverables);

- iv. any losses arising in connection with the loss, destruction, corruption, inaccuracy or degradation of Authority data, or other data or software, including, to the extent the Authority data, other data or software can be recovered or reconstituted, the fees, costs and expenses of reconstituting such Authority data, data or software;
- v. damage to the Authority's physical property and tangible assets, including damage under DEFCONs 76 (SC2) and 611 (SC2);
- vi. costs, expenses and charges arising from, or any damages, account of profits or other award made for, infringement of any third-party Intellectual Property Rights or breach of any obligations of confidence;
- vii. any additional costs incurred by the Authority in relation to the Authority's contracts with a third party (including any compensation or interest paid to a third party by the Authority) as a result of the Default (including the extension or replacement of such contracts);
- viii. any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty; or
- ix. any savings, discounts or price reductions during the Term and any option period or agreed extension to the Term committed to by the Contractor pursuant to this Contract.

Invalidity

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

Third party claims or losses

- j) Without prejudice to any other rights or remedies the Authority may have under this Contract (including but not limited to any indemnity claim under condition 34 or at Law), the Authority shall be entitled to make a claim under this Contract against the Contractor in respect of any losses incurred by the Authority which arise out of a claim made against the Authority by a third party under any contract with that third party provided that such third party claim:
 - i arises naturally and ordinarily as a result of the Contractor's failure to provide the Contractor Deliverables or failure to perform any of its obligations under this Contract; and
 - ii is a type of claim or loss that would have been recoverable under this Contract if the third party were a party to this Contract (whether as the Authority or the Contractor), such claim to be construed as direct losses for the purpose of this Contract.

No double recovery

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

47. Exercise of Options

- a) The option period detailed in the Schedule of Requirement (Schedule 2) is subject to Firm pricing should the option periods be exercised.
- b) In addition to the quantity detailed in the Schedule of Requirements, the Contractor hereby grants to the Authority the following irrevocable options to purchase additional years, in accordance with the Terms and Conditions set out in this Contract or any such subsequent Contract or Contracts where such options are taken up, it being agreed that the Authority has no obligation to exercise such options.
- c) Up to an additional two (2) years, in accordance with the Schedule of Requirements, found at Schedule 2 of the Contract, can be taken up in line with the menu prices provided by the Contractor.
- d) The Authority shall have the right to exercise the options during the Contract, subject to the Authority exercising the option no later than three calendar months prior to the commencement period of the option or within such further period as agreed by the Authority.
- e) The Authority shall have the right to exercise the options by notifying the Contractor in the form of a contract amendment. Only the Authority's Commercial Officer or their authorised representative is authorised to exercise the options.
- f) The Authority can exercise the two (2) option years individually or collectively.
- g) No other contractual terms shall change when the Option Years are exercised unless otherwise specified and agreed by the Authority.

48. Contractor Performance Measurement

- a) The Contractor agrees to the delivery requirements for all Items listed in the Schedule of Requirements (Schedule 2) in accordance with the Key Performance Indicators (KPIs) at Schedule 7, Annex A, to the Contract. In the event that during any performance review period the Contractor fails to meet his obligations, the Authority is
- b) The Contractor's performance under the Contract shall be monitored by the Authority and measured at regular intervals. The Authority shall assess the Contractor's performance against the KPIs in accordance with Schedule 7, Annex A, as either having met or not met his performance target.
- c) The KPIs Schedule 7, Annex A, are jointly agreed between the Authority and the Contractor and are deemed to be objectives against which performance can be assessed. The agreed KPIs shall be applicable for the duration of the Contract, including any option years taken, unless formally amended.
- d) The Authority shall be responsible for measuring the KPIs and evaluating performance against all KPIs. If the Contractor's performance is below the required KPI threshold, the Authority can deem it necessary to improve Contractor's performance by Special Measures as detailed at Schedule 7, Annex H.
- e) If the Contractor scores below the target threshold for a KPI on 2 or more occasions in a rolling 12-month period the Authority may form an urgent contract review group including representatives of both the Authority and the Contractor and/or by notice, in writing to the Contractor, seek remedies including but not limited to the Contractor identifying remedies in a Recovery Plan.
- f) The Authority must formally respond to this plan within five (5) working days.
- g) If approved remedies to the contract are not successful and the Contractor continues to not perform at the required KPI target thresholds the Authority retain the option to terminate the Contract in accordance with clause 42.

49. Contractor's Organisation

- a) The Contractor shall provide and maintain an organisation and have the necessary facilities and personnel of appropriate qualifications, training and experience and who are appropriately vetted (at the Contractor's expense) to undertake the Contractor Deliverables specified in Schedule 7.

- b) The Contractor shall be responsible for providing and maintaining the Contractor Deliverables and have appropriate contingency plans and arrangements available to ensure continuity of provision of service during the period of Contract.
- c) On all matters connected with the Contractors' responsibilities under the contract the Contractor will appoint a representative with whom the Designated Officer will deal in matters concerning the discharge of the Contractor's responsibility. The Contractor will delegate to his representatives authority to deal with such matters on his behalf.
- d) The Contractor shall take all reasonable steps to avoid changes to Key Personnel assigned to this Contract except where such changes are unavoidable or are of a temporary nature. Any replacement personnel shall be of appropriate grade standard and experience to undertake the provisions of the service. Such replacements must be notified to the Designated Officer within 5 working days and may be subject to the written agreement of the Authority. Any changes should not diminish the responsibility or authority of the nominated functionaries.
- e) Overseas. The Contractor shall give the Authority advance notification of any staff changes before confirming the employment of new staff members so that the appropriate Nominated representative for that Unit can alter the proper housing and administrative bodies. Whilst the Authority has no power of veto on appointments made by the Contractor, such as employment shall not be effective until the Authority has authorised the provision of facilities. Such authorisation will not be unreasonable withheld or without discussion with the Contractor. The Authority shall not be responsible for providing the facilities of any kind, including office accommodation, to any of the Contractor's employees for which prior notification and authorisation has not been obtained. The Authority shall not be liable for any additional costs incurred by either the Contractor or their employees as a result of non-observance of this condition.
- f) The Contractor shall maintain a written quality assurance system that covers the following procedures and practices:
 - i. Ensure that the Contractor employees provided (or to be provided) in the provision of the Services under the Contract are aware of the Authority's requirements and that the Contractor employees are able to confirm to the required professional standard as detailed in Schedule 7;
 - ii. Regular monitoring of the Contractor employee performance and conduct during the period of engagement under the Contract, including but not limited to, obtaining from the Authority views and feedback on the individual's performance conduct and quality of each Contractor employee;
 - iii. Provide regular feedback to each Contractor employee on their individual performance and conduct and immediate feedback where complaints or reports of unsatisfactory performance are received;
 - iv. Receive, investigate and resolve complaints of unsatisfactory performance or misconduct in respect of an individual Contractor employee;
- g) With regards to DEFCON 76 the Contractor shall specifically note Clauses 6,7,8, and 9 of the stated DEFCON concerning the Contractor's personnel.

50. **Contractor's Pre-engagement Responsibilities**

- a) Welfare Officer Positions Involving Contact with Children and/or Vulnerable Adults Security & Vetting and Barring scheme
 - i. All Welfare Officers will require security clearance before taking up assignments. The Contractor will be responsible to ensuring that the Welfare Officers are appropriately security checked in advance to meet the Authority's requirements. In most instances, a Her Majesty's Government (HMG) Baseline Personnel Security Standard (BPSS) security check covering basic background an identity checking and including, where appropriate, Enhanced Disclosure and Barring Services (EDBS) checks (where the post is in England and Wales), Enhanced Disclosure Scotland checks (where the post is in Scotland or Enhanced Access NI checks (where the post is in Northern Ireland) will be sufficient.
 - ii. All Welfare Officers will be required to register with the Disclosure and Barring Services (if the post is in England, Wales or Northern Ireland) or Disclosure Scotland (if the post is in Scotland) for inclusion on the relevant register of those considered fit to work with children and vulnerable adults.

- iii. Where a higher-level security clearance is required (i.e. Security Check (SC) or Developed Vetting (DV)), the Contractor will be notified on a case-by-case basis. In these instances, the Authority will clear the Welfare Officer via its own internal processes.
 - iv. Enhanced Disclosures from the Disclosure and Barring Services (DBS) Disclosure Scotland or Access NI are also required for Welfare Officers where the Welfare Officer will be in regular contact with, and have responsibility for, children or vulnerable adults. In these cases, the Contractors will be responsible for ensuring that Enhances Disclosures from the DBS, Disclosure Scotland or Access NI (as appropriate) shall remain valid for the duration of the period of engagement, before they are offered for assignments under the Contract. Contractors are required to ensure that all Welfare Officers offered assignment to the Authority have an Enhances Disclosure check every 3 years.
 - v. In addition, of the above Enhanced Disclosure requirements non-United Kingdom based Welfare Officers will require National Police Checks from the country of countries they reside in, before they are offered for assignments under the Contract. British Forces Cyprus shall also undertake local checks prior to accepting the Welfare Officer.
- b) Dress Code: The Contractor shall ensure that individual Welfare Officers have their own appropriate standard of dress. The dress standard should be; smart, safe, practical, comfortable affording mobility, durable, contribute to identity (for security purposes), reflect the type of services undertaken and project a professional image.
- c) Security Procedures
- i. In addition to the Contractor conforming to the pre-engagement security checks the Contractor is required to adhere to the following;
 - 1. The Authority reserves the right to search all members of the Contractor's staff as a matter of security, therefore routine checks and searches are carried out by the MoD police or any other persons authorised by the Authority and the Contractor and his employees shall accept the obligation to be stopped and searched and to have their vehicle examined.
 - 2. No information regarding services being provided under the Contract or facilities may be photographed, filmed drawn or sketched without prior permission of the Authority to whom any press enquiry on such matter should be referred.
- d) Authority for Admission to Establishments (Northern Ireland)
- i. All personnel working for the Contractor will require the Authority's approval for access to the Site (SG HCare, Thiepval Barracks (BFPO 801). The Contractor shall submit in writing to the Authority for approval, initially and as necessary from time to time:
 - 1. A list showing the name and address of everyone whom the Contractor wishes to be admitted to the Site and everyone else who is or may be at any time in any other way involved in the performance of the Contract, the capacity in which each person is or may be so involved and any other particulars required;
 - 2. Satisfactory evidence as to the identity of each person; and
 - 3. Any other information about each such person, with supporting evidence required, including full details of birthplace and parentage of any such person who is not a citizen of the United Kingdom by birth or born within the United Kingdom of parents who are not citizens of the United Kingdom by birth.
 - ii. Where work people are required to have a pass before admission to the Site, the Authorised Demander shall, subject to satisfactory completion of approval procedures, arrange for passes to be issued.
 - iii. Anyone who cannot procure an official pass when required to do so by any appropriate Servant or agent of the Authority, or who contravenes any conditions on the basis of which a pass was issued, may be refused admission to the site or required to leave it if already there.
 - iv. The Contractor shall promptly return any pass if at any time the Authorised Demander so requires or if the person for whom it was issued ceases to be involved in the

performance of the Contract. He shall promptly return all passes on completion of the Works or termination of the Contract.

v. If the Authority or the Authorised Demander gives the Contractor notice that anyone in particular or of a given description is not to be admitted to the Site, the Contractor shall take all reasonable steps to prevent any such person being admitted and to ensure that any such person leaves the Site if already there, and the Contractor shall replace any such person where appropriate.

vi. Any passes issued for entry to an MOD Establishment must be removed from sight on leaving the premises and must not under any circumstances be displayed outside the Establishment.

vii. The Contractor shall make due allowance for the time needed to obtain such approvals bearing in mind that approvals obtained from one Establishment are not necessarily valid for another. Exceptionally, arrangements may be made to accompany the Contractor's personal for short period visits, but this is entirely at the discretion of the Authority.

viii. The Contractor's representatives, when engaged within the boundaries of an Government Establishment, shall comply with such rules, regulations and requirements including those relating to security arrangements and restricted access to aircraft movement areas) as may be in force for the conduct of personnel at the Establishment. Details of such rules, regulations and requirements shall be provided, on request, by the Authorised Demander/Nominated Representative.

ix. The decision of the Authority as to whether any person is to be admitted to an Establishment, and as to whether the Contractor has furnished the information or taken the steps required of him under this Condition shall be final and conclusive.

51. **Relationship of the Parties**

- a) Nothing in this Contract shall constitute, or be deemed to constitute any form of employment, partnership, joint venture or agency between the parties, nor shall either party, their employees, agents or sub-contractors be deemed to be the servant, legal partner or agent of the other party.
- b) The Contractor shall note, without the consent of the Authority do any act, enter into any contract, make any representation, give any warranty, incur any liability, assume any obligation, whether express or implied of any kind on behalf of the Authority.

52. **Disclosure of Military Patient Information**

- a) The importance of confidentiality within the welfare relationship is acknowledged and the Authority accepts the Contractor's obligations to the patient. However, the Contractor should note that information regarding restrictions on employability must be disclosed to the appropriate Designated Officer. In very rare circumstances, welfare information may be disclosed to the Designated Officers if the Contractor Deliberates there to be a significant security or operational reason. In all instances the patient's consent for disclosure should be sought. Where consent is not given, the overriding principle of public interest may apply.

53. **Standards**

- a) The work done under this Contract and any Report(s) shall be to the standard and quality specified by the Designated Officer. To the extent that the standard or work has not been specified in the Contract the Contractor shall use the best applicable techniques and standards and execute the Contract with all reasonable care, skill and diligence.
- b) These standards may change from time to time depending on the particular circumstances of the service. Such changes shall be agreed in writing between the Authority and the Contractor.

54. **Exclusivity**

- a) The use of the Contractor for the stated Contractor Deliverables does not give the Contractor exclusive rights to provide such services and does not preclude the right of the Authority to use other service Contractors, if necessary.

55. **Government Furnished Facilities**

a) All equipment provided on loan will be subject to the terms detailed in DEFCON 611. In any event, the Contractor will be responsible for the content free of charge maintenance and performance of the equipment except where agreed by the Authority that this should remain the responsibility of the MoD. The Contractor should arrange for any visual and insurance inspection of the equipment. The Contractor will also need to ensure he has appropriate insurance cover for any negligent incident or accident that occurs as a result of equipment failure. The list of GFF is defined at Schedule 7 Annex L and identifies what the Authority's terms are in respects of entitlement and unless otherwise states, shall be provided free of charge to the Contractor.

b) Contractor's personnel are to be given the administrative support necessary to enable them to perform the duties for which they are contracted. The main support requirements are as follows:

- i. Overseas (Cyprus) Living Accommodation. Contractor's personnel shall be accommodated in an appropriate Quarter/hiring located sufficiently close to the normal place of work to enable Welfare Officers to respond to calls with designated times.
- ii. Overseas (Cyprus) Mess Accommodation. On arrival in theatre, Contractor's single or married unaccompanied personnel may be housed in Messing facilities until such times as the accommodation identified in Clause 55 a (i) becomes available.
- iii. Mess Membership. It is anticipated that, where appropriate and in agreement with local United Commanders, Contractor's personnel may be entitled to full Mess Membership of their Parent Unit's Mess. Payment of Mess fees and subscriptions will be the responsibility of the Contractor's staff.
- iv. Transport and Duty Travel – (NI, RCDM and Cyprus). The Authority shall be responsible for the, free of charge to the Contractor, provision of a vehicle for the purposes of the Contractor's fulfilment of the requirements as set out at Schedule 7. The Authority shall be responsible for the, free of charge to the Contractor, repair and maintenance of the vehicle petrol, oil and lubricant (POL). This may be subject to variation.
- v. Postal Services. Contractor's personnel will be allowed to use British Forces postal facilities under the applicable command agreements for the purposes of the contract
- vi. Identify Cards. Contractor's personnel are to be issued with the required identify documents, by the Administering Unit/Command.
- vii. Overseas Medical and Dental Treatment. Contractor's personnel are entitled to register for medical and dental treatment with the Authority.
- viii. Overseas Schooling. Contractors personnel shall be entitled to register their dependents with the Service Children's Education (SCE). Current changes can be obtained from SCE direct.
- ix. Unit Recreational Facilities (NI and Cyprus)

56. **Contractors Travelling as Passengers in Authority Vehicles**

a) Contractor Staff may be able to travel in Authority vehicles subject to Authority chain of command authorisation which will only be provided for in cases of Contractor Staff demonstrated essential Authority business in direct relation to the provision of service under the Terms and Conditions of this Contract; specifically to accompany patients and/or patients' relatives and/or dependents and for no other reason.

b) With exception the Contractor will ensure procurement, free of charge to the Authority, of appropriate insurance to address any risk to Contractor Employees in direct relation to clause 56 a.

57. **Demand Order Procedure**

a) All Demand Orders requiring HWS/HWLS Officer(s) in post will follow the Demand Order Process detailed in Schedule 7 and use the Demand Order Procedure Form at Schedule 7, Annex J.

b) All HWS/HWLS Officer(s) will be required to comply with the documentation requested in Schedule 7, Annex F in order to qualify for a posting.

Personnel Data Particulars

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

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

Data Controller	<p>The Data Controller is the Secretary of State for Defence (the Authority).</p> <p>The Personal Data will be provided by:</p> <p>[REDACTED] <i>CMT Lead 1</i> <i>Healthcare Plans</i> <i>HQ Defence Medical Services Group</i> <i>Coltman House</i> <i>DMS Whittington</i> <i>LICHFIELD</i> <i>WS14 9PY</i></p>
Data Processor	<p>The Data Processor is the Contractor.</p> <p>The Personal Data will be processed at:</p> <p>To be completed later</p> <p><i>[insert location(s), address and contact details]</i></p>
Data Subjects	<p>The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects: <i>[please specify]</i></p> <p><i>Personal data will be noted and accessed on a regular basis due to the type of contract. The contract is for a Hospital Welfare Service meaning Contractor's personnel will come into contact with various types of data as list below in categories of data.</i></p> <p>➤</p>
Categories of Data	<p>The Personal Data to be processed under the Contract concern the following categories of data: <i>[please specify]</i></p> <p><i>All cases are referred through a Unit requesting welfare services to those personnel requiring support. The Contractor will only require information that relates to the case such as:</i></p> <ul style="list-style-type: none"> ➤ <i>Name</i> ➤ <i>Work Address</i> ➤ <i>Home Address</i> ➤ <i>Work Phone Number</i> ➤ <i>Home Phone Number</i> ➤ <i>Service Number</i> ➤ <i>DOB</i> ➤ <i>Certain Medical Information</i> ➤ <i>NOK Details</i> ➤ <i>Home Email Address</i> ➤ <i>Work Email address</i>
Special Categories of data (if appropriate)	<p>The Personal Data to be processed under the Contract concern the following Special Categories of data: <i>[please specify]</i></p>

	<p><i>By nature of the contract, the following special categories will be used during the contract:</i></p> <p><i>Health data relating to the patient's condition that the either the Authority, patient or family member may provide.</i></p> <p><i>If any other personal data which may identify as a special category of data as per Paragraph 1 of Article 9 of the EU General Data Protection Regulation (GDPR), should not be recorded unless required as per Paragraph 2 of Article 9.</i></p>
Subject matter of the processing	<p>The processing activities to be performed under the contract are as follows: <i>[please specify]</i></p> <p><i>The Contractor will use the information supplied by the subject in the execution of the services under the terms and conditions of the contract in relation the provision of a welfare service mentioned in the above section "Data Subjects" under this contract.</i></p> <p><i>The information held will be anonymised to the Data Processor's best ability so others cannot identify Service personnel and only share with those entitled or involved in the contract.</i></p>
Nature and the purposes of the Processing	<p>The Personal Data to be processed under the Contract will be processed as follows: <i>[please specify]</i></p> <p><i>Referrals will be received from the relevant unit via the relevant form. This will allow the Contractor to process the request for a welfare office to visit the patient. This could also involve liaising with family members as well as the Authority.</i></p>
Technical and organisational measures	<p>The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract: <i>[please specify]</i></p> <p><i>The Authority has established organisational measures to ensure that all data is secure and measures are in place that guarantees protection level appropriate to the risk concerning confidentiality, integrity, availability and resilience of the systems. A full cyber assessment has been completed to identify the level of risk concerned within this contract.</i></p> <p><i>Contractor Technical and Organisational Measures:</i></p> <p><i>To be completed later</i></p>
Instructions for disposal of Personal Data	<p>The disposal instructions for the Personal Data to be processed under the Contract are as follows (where Disposal Instructions are available at the commencement of Contract): <i>[please specify]</i></p> <p><i>Any information relating to the contract will be held for the length of the contract then destroyed by the Contractor as soon as the contract has ceased.</i></p>
Date from which Personal Data is to be processed	<p>Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here:</p> <p>N/A</p>

SC2 Schedule 1- Contract Definitions

Articles

means the Contractor Deliverables (goods and/or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports. **(This definition only applies when DEFCONs are added to these Conditions);**

Authority

means the Secretary of State for Defence acting on behalf of the Crown

Authority's Representative(s)

shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s) shall be the designated person(s) for the purposes of condition 8;

Business Day

means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays

Central Government Body

a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

- a. Government Department;
- b. Non-Departmental Public Body or Assembly
Sponsored Public Body
(advisory, executive, or tribunal);
- c. Non-Ministerial Department; or
Executive Agency;

Collect

means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with clause 28.c and Collected and Collection shall be construed accordingly;

Commercial Packaging	means commercial Packaging for military use as described in Def Stan 81-041 (Part 1)
Conditions	means the terms and conditions set out in this document;
Consignee	means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order;
Consignor	means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;
Contract	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition 6 (Amendments to Contract);
Contract Price	means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract.
Contractor	means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;
Contractor Commercially Sensitive Information	means the Information listed in the completed Schedule 5 (Contractor's Commercially Sensitive Information Form), which is Information notified by the

Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;

Contractor Deliverables

means the goods and/or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract;

Control

means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:

- a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or
- b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor;

and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;

CPET

means the UK Government's Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy;

Crown Use

in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949;

Dangerous Goods

means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulation, or classified and authorised only under the conditions prescribed by the:

- a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011);
- b. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR);
- c. Regulations Concerning the International Carriage of Dangerous Goods by Rail
- d. International Maritime Dangerous Goods
- e. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air;
- f. International Air Transport Association (IATA) Dangerous Goods Regulations.

DBS Finance	means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet);
DEFFORM	means the MODD DEFFORM series which can be found at http://www.aof.mod.uk ;
DEF STAN	means Defence Standards which can be accessed at http://www.dstan.mod.uk
Deliver	means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with condition 28 and Delivered and Delivery shall be construed accordingly;
Delivery Date	means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection;
Denomination of Quantity (D of Q)	means the quantity or measure by which an item of material is managed;
Design Right(s)	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
Diversion Order	means the Authority's written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);
Effective Date of Contract	means the date specified on the Authority's acceptance letter;
Firm Price	means a price (excluding VAT) which is not subject to variation;
FLEGT	means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging;
Government Furnished Assets (GFA)	is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;

Independent Verification	means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to "ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent", and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to "ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent";
Information	means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract;
Issued Property	means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;
Legal and Sustainable	means production and process methods, also referred to as timber production standards, as defined by the document titled "UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement". The edition current on the day the Contract documents are issued by the Authority shall apply;
Legislation	means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972;
Military Level Packaging (MLP)	means Packaging that provides enhanced protection in accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain;
Military Packager Approval Scheme (MPAS)	is a MOD sponsored scheme to certify military Packaging designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81041 (Part 4);

Military Packaging Level (MPL)

shall have the meaning described in Def Stan 81-041 (Part 1);

MPAS Registered Organisation

is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements;

MPAS Certificated Designer

shall mean an experienced Packaging designer trained and certified to MPAS requirements;

NATO

means the North Atlantic Treaty Organisation which is an inter-governmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;

Notices

shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;

Overseas

shall mean non UK or foreign;

Packaging

Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user;

Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;

Packaging Design Authority (PDA)

shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3;

Parties

means the Contractor and the Authority, and Party shall be construed accordingly;

Quantity(PPQ)	means the quantity of an item of material to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1);
Recycled Timber	<p>means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers:</p> <ul style="list-style-type: none"> a. pre-consumer reclaimed wood and wood fibre and industrial by-products; b. post-consumer reclaimed wood and wood fibre, and driftwood; c. reclaimed timber abandoned or confiscated at least ten years previously; <p>it excludes sawmill co-products;</p>
Safety Data Sheet	has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);
Schedule of Requirements	means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable;
Short-Rotation Coppice	means a specific management regime whereby the poles of trees are cut every two to three years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short Rotation Coppice is not conventional coppice, which is subject to the timber policy;
Specification	means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, referred to in Schedule 2 (Schedule of Requirements);

STANAG4329

means the publication NATO Standard Bar Code Symbolologies which can be source at <http://www.dstan.mod.uk/fags.html>;

Subcontractor

means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and 'Subcontract' shall be interpreted accordingly;

Timber and Wood-Derived Products

means timber (including Recycled Timber and Virgin Timber but excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element;

Transparency Information

means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract;

Virgin Timber

means Timber and Wood-Derived Products that do not include Recycled Timber.

Additional Definitions of Contract iaw. Conditions 45 - 47 (Additional Conditions)

A Glossary of requirement specific terms included at Annex M of Schedule 7

Schedule 2- Schedule of Requirements

Pricing schedule found at attached document “20210525 – Annex A to Schedule 2 Hospital Welfare Service Pricing Schedule”

Schedule 3- Contract Data Sheet

General Conditions
Condition 2 – Duration of Contract: The Contract start date shall be: 1 st December 2021 The Contract expiry date shall be: 30 th November 2024
Condition 4 – Governing Law: Contract to be governed and construed in accordance with: English Law Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with clause 4.g (if applicable) are as follows:
Condition 8 – Authority's Representatives: Commercial: as shown in DEFFORM 111 Project: as shown in DEFFORM 111
Condition 19 – Notices: Notices served under the Contract shall be sent to the following address: Authority: DMS Whittington / Coltman House / Lichfield / WS14 9PY (as per DEFFORM 111) Contractor: Defence Medical Welfare Service, The Old Stables, Redenham Park, Redenham, Andover, Hampshire, SP11 9AQ Notices can be sent by electronic mail? Yes
Condition 20.a – Progress Meetings: The Contractor shall be required to attend the following meetings: As detailed in Schedule 7 paragraph 33
Supply of Contractor Deliverables
Condition 21 – Quality Assurance: Is a Deliverable Quality Plan required for this Contract? Yes If required, the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within 20 Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract.

The Contractor shall remain at all times solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.

Other Quality Assurance Requirements:

N/A

Condition 22 – Marking of Contractor Deliverables:

Special Marking requirements: to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date: N/A

Condition 20.b – Progress Reports:

The Contractor is required to submit the following Reports:

As detailed in Schedule 7 G (i)

Reports shall be Delivered to the following address:

DMS Whittington / Coltman House / Lichfield / WS14 9PY

Condition 26 – Certificate of Conformity:

Is a Certificate of Conformity required for this Contract? No

Applicable to Line Items: N/A

If required, does the Contractor Deliverables require traceability throughout the supply chain?

N/A

Applicable to Line Items:

Condition 28.b – Delivery by the Contractor:

The following Line Items are to be Delivered by the Contractor:

All services as defined in the Schedule of Requirements

Special Delivery Instructions:

N/A

Each consignment is to be accompanied by a DEFFORM 129J.

N/A

Special Delivery Instructions:

N/A

Consignor details (in accordance with 28.c.(4)):

Condition 28.c - Collection by the Authority:

The following Line Items are to be Collected by the Authority:

Each consignment is to be accompanied by a DEFFORM 129J.

_____ Address: _____

Line Items: _____ Address: _____

Consignee details (in accordance with condition 23):

Line Items: _____ Address: _____

Line Items: _____ Address: _____

Condition 30 – Rejection:

The default time limit for rejection of the Contractor Deliverables is thirty (30) days unless otherwise specified here:

The time limit for rejection shall be 30 Business Days.

Condition 32 – Self-to-Self Delivery:

Self-to-Self Delivery required? No

If required, Delivery address applicable:

N/A

Pricing and Payment

Condition 35 – Contract Price:

All Schedule 2 (Schedule of Requirements) line items shall be FIRM Price other than those stated below: N/A

Termination

Condition 42 – Termination for Convenience:

The Notice period for terminating the Contract shall be twenty (20) Business Days unless otherwise specified here:

The Notice period for termination of the Contract shall be 20 Business Days. In the event of individual early termination (in line with Schedule 7, Early Termination, paragraph 8) the AD and or DO will notify the Contractor of any individual breach (conditions of which are demonstrated within Schedule 7, Early Termination, paragraph 8) at which point the Contractor will have 24 hours (5 working days for overseas assignments) to supply an agreed replacement. Individual terminations may not result in Contract Termination.

Other Addresses and Other Information *(forms and publications addresses and official use information)*

See Annex A to Schedule 3 (DEFFORM 111)

Schedule 3- Appendix A- Addresses and Other Information

1. Commercial Officer Name: [REDACTED] Address: DMS Whittington / Coltman House / Lichfield / WS14 9PY Email: [REDACTED] (8. Public Accounting Authority 1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD (44 (0) 161 233 97 2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD [REDACTED]
2. Project Manager, Equipment Support Manager or PT Leader (from whom technical information is available) Name: [REDACTED] Address DMS Whittington / Coltman House / Lichfield / WS14 9PY Email: [REDACTED] [REDACTED]	9. Consignment Instructions The items are to be consigned as follows: N/A
C. Packaging Design Authority Organisation & point of contact: DES IMOC SCP TLS Packaging MOD Abbey Wood, Bristol, BS34 8JH Email: [REDACTED]	10. Transport. The appropriate Ministry of Defence Transport Offices are: A. DSCOM. DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH <u>Air Freight Centre</u> IMPORTS [REDACTED] EXPORTS [REDACTED] <u>Surface Freight Centre</u> IMPORTS [REDACTED] EXPORTS [REDACTED] B. JSCS JSCS Helpdesk No. [REDACTED] (select option 2, then option 3) JSCS Fax No. [REDACTED] www.freightcollection.com
4. (a) Supply / Support Management Branch or Order Manager: Branch/Name: [REDACTED] Refer to details in box 2. Tel No: [REDACTED] (b) U.I.N. [REDACTED]	
5. Drawings/Specifications are available from N/A.	11. The Invoice Paying Authority Ministry of Defence [REDACTED] DBS Finance Walker House, Exchange Flags Fax: [REDACTED] Liverpool, L2 3YL Website is: https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing
6. INTENTIONALLY BLANK	12. Forms and Documentation are available through *: Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site Lower Arncliffe Bicester, OX25 1LP (Tel. [REDACTED]) Applications via fax or email: DESLCSLS-OpsFormsandPubs@mod.uk

1. **Quality Assurance Representative:**

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

***NOTE**

1.Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet

Site: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

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

Schedule 4- Contract Change Control Procedure

Contract No: 701559390

1. Authority Changes

Subject always to Condition 6 (Amendments to Contract), the Authority shall be entitled, acting reasonably, to require changes to the Contractor Deliverables (a "Change") in accordance with this Schedule 4.

2. Notice of Change

- a. If the Authority requires a Change, it shall serve a Notice (an "Authority Notice of Change") on the Contractor.
- b. The Authority Notice of Change shall set out the change required to the Contractor Deliverables in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with clause 3 below.

3. Contractor Change Proposal

- a. As soon as practicable, and in any event within fifteen (15) Business Days (or such other period as the Parties may agree) after having received the Authority Notice of Change, the Contractor shall deliver to the Authority a Contractor Change Proposal.
- b. The Contractor Change Proposal shall include:
 1. the effect of the Change on the Contractor's obligations under the Contract;
 2. a detailed breakdown of any costs which result from the Change;
 3. the programme for implementing the Change;
 4. any amendment required to this Contract as a result of the Change, including, where appropriate, to the Contract Price; and
 5. such other information as the Authority may reasonably require.
- c. The price for any Change shall be based on the prices (including all rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change.

4. Contractor Change Proposal – Process and Implementation

- a. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:
 1. evaluate the Contractor Change Proposal;
 2. where necessary, discuss with the Contractor any issues arising and following such discussions the Authority may modify the Authority Notice of Change and the Contractor shall as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties may agree) after receipt of such modification, submit an amended Contractor Change Proposal.
- b. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:
 1. indicate its acceptance of the Change Proposal by issuing an amendment to the Contract in accordance with Condition 6 (Amendments to Contract); or
 2. serve a Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued) the Authority Notice of Change.
- c. If the Authority rejects the Change Proposal it shall not be obliged to give its reasons for such rejection.
- d. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred unless a Contractor Change Proposal has been accepted in accordance with Clause 4b.(1) above.

5. Contractor Changes

If the Contractor wishes to propose a Change, it shall serve a Contractor Change Proposal on the Authority, which shall include all of the information required by Clause 3b above, and the process at Clause 4 above shall apply.

Schedule 5 Contractor's Commercial Sensitive Information Form

Contract No: 701559390

Contract No: 701559390
Description of Contractor's Commercially Sensitive Information:
Cross Reference(s) to location of sensitive information:
Explanation of Sensitivity:
Details of potential harm resulting from disclosure:
Period of Confidence (if applicable):
Contact Details for Transparency / Freedom of Information matters: Name: Position: Address: Telephone Number: Email Address:

Schedule 6- Contract Deliverables

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

Supplier Contractual Deliverables

Name	Description	Due	Responsible Party
Obligation Condition 1.c.(2) - Notification of litigation	Notification of; Litigation, arbitration, administrative, adjudication or mediation proceedings against itself or a Subcontractor		Supplier Organization
Obligation Condition 1.c.(4) - Notification of Winding-up	Notice of any proceedings or steps taken for its winding-up or dissolution or for the appointment of a receiver, administrator, liquidator,		Supplier Organization
Obligation Condition 5.b - Notice of inconsistency between contract documents	If either Party becomes aware of any inconsistency within or between Contractual documents they shall notify the other Party forthwith		Supplier Organization
Obligation Condition 16.a - Change of Control of Contractor	Written Notification of any intended, planned or actual change in control of the Contractor, including any Sub-contractors.		Supplier Organization
Obligation Condition 16.b - Notification of Concern due to Change of Control	advise either Party in writing of any concerns due to Change of Control		Supplier Organization
Obligation Condition 18.a - Contractors Records (reminder)	maintain all records in connection with the Contract for a period of at least six (6) years	Due 3 months before Contract Agreement End Date	Supplier Organization
Obligation Condition 20.a - Attendance at	attend meetings at the frequency or times specified in Schedule 7 paragraph 33	Repeats every 3 months on the First Day	Supplier Organization

Progress Meetings	Contract	In line with Schedule 7 paragraph 33	
Obligation Condition 20.b - Progress Reports	submit progress reports at the times and in the format specified in the contract	In line with Schedule 7 G (i) 0 day after Contract Agreement End Date	Supplier Organization

Obligation Condition 36.c - Payment	no later than 30 days from receipt of valid undisputed invoice		Supplier Organization
Obligation Condition 37.c - Notification of applicable VAT	Notification of VAT liability or changes to it		Supplier Organization
Obligation Clause Condition 42.f - Subcontract Termination	inclusion of Termination clause in subcontracts over £250,000	Due 0 day after Contract Agreement Start Date	Supplier Organization
Obligation Condition 26.a - Certificate of Conformity	Provide a Certificate of Conformity and any applicable Quality Plan		Supplier Organization

Buyer Contractual Deliverables

Name	Description	Due	Responsible Party
Obligation Condition 16.b - Notification of Concern due to Change of Control	advise either Party in writing of any concerns due to Change of Control		Supplier Organization
Obligation Condition 5.b - Notice of inconsistency between contract documents	If either Party becomes aware of any inconsistency within or between Contractual documents they shall notify the other Party forthwith		Supplier Organization
restrictions in use due to non-UK licence	33.k(1) or 33.k(2), it shall notify the Authority of this as soon as reasonably practicable	Start Date	
Obligation Condition 36.a - Register on CP&F	provide details for registration on CP&F		Buyer Organization
Obligation Condition 42.a - Termination	Written notice of Termination of part or whole of contract		Buyer Organization

Schedule 7 - Specification for Contract No: 701559390

**Specification For The Provision Of
Hospital Welfare Service (HWS)/Hospital Welfare Liaison Service (HWLS)**

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• Annex A	Key Performance Indicators
• Annex B	Provision of Hospital Welfare Service – Royal Centre for Defence Medicine
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• Annex E	Contracting Authority's Key Personnel
• Annex F	Evidence Pack (including Model Confidentiality Undertaking and Probity and Health Declaration)
• Annex G	Management Information: (i) Reports Required from Contractor (ii) Invoice Data File

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• Annex H	Special Measures
• Annex I	Patient Safety, Complaints and General Performance Feedback
• Annex J	Demand Order Procedure
• Annex K	Locations
• Annex L	Government Furnished Facilities (GFF) and Government Furnished Equipment (GFE)
• Annex M	Glossary

SCHEDULE 7

SPECIFICATION FOR THE PROVISION OF HOSPITAL WELFARE SERVICES AT ROYAL CENTRE FOR DEFENCE MEDICINE BIRMINGHAM, NORTHERN IRELAND AND HOSPITAL WELFARE LIAISON SERVICE AT BRITISH FORCES CYPRUS

INTRODUCTION

1. This Specification details the Authority's requirement for a Hospital Welfare Service (HWS) for Service patients, their dependants and entitled personnel that the Authority deems appropriate, who are admitted to Royal Centre for Defence Medicine (RCDM) Birmingham and Northern Ireland (NI). The Specification also details the Authority's requirement for a Hospital Welfare Liaison service (HWLS) for British Forces Cyprus (BFC)¹ entitled and eligible populations².

BACKGROUND

2. The nature of military activity and the ways of service life set Armed Forces communities apart from many areas of civilian society. As such, there is a requirement to provide a support structure to "secure and improve the wellbeing of serving personnel and the Service community"; commonly referred to as welfare.

3. To assist the Chain of Command (CoC), welfare is provided by a number of organisations and can be broken into 2 distinct levels of support; primary welfare³ and secondary welfare.

4. Within the **hospital environment** at RCDM and NI there is a requirement for a **primary welfare capability** in order to ensure that patient welfare needs are met when the normal CoC is unable to provide this support.⁴

5. Within the **hospital environment** in BFC there is a requirement for a **hospital welfare liaison service** to provide the patient (or 'Patient Group') with a translator who can facilitate them to understand their treatment / care plan, and smooth out any apprehensions due to a language barrier. There is also a requirement for a **primary welfare capability** in order to ensure that immediate patient welfare needs are met until the patient's CoC is able to provide this support: regardless

6. RCDM and NI patients admitted to Secondary Healthcare (SHC) facilities NOT listed in this Specification remain the responsibility of the CoC and the appropriate Single Service welfare agency.

HOSPITAL WELFARE SERVICE REQUIREMENT

General

7. The Contractor shall provide an HWS to the following SHC facilities in the following locations (full details at **Annex K**):

¹ The term 'BFC' in this Specification encompasses those individuals at units that are not strictly BFC, such as Joint Service Support Unit (JSSU) at Ayios Nikolaos but are functionally considered so for support services.

² The entitled Population at Risk (PAR) comprises Service personnel, United Kingdom Based Civilian (UKBCs), those contractors where this is specified in their contract with Ministry of Defence (MOD), and dependants of all these groups. The eligible PAR is those contractors and their dependants where MOD is to provide access to Defence Medical Services (DMS) healthcare upon repayment.

³ Primary welfare is defined as "the provision of welfare support generally available from within resources which can be delivered by COs, their CoC, the unit administrative and welfare staff including pastoral and medical personnel".

⁴ CoC non availability; RCDM - Aeromed sensitivity CoC are dispersed. NI – Security reasons.

- a. The Royal Centre for Defence Medicine (RCDM), Birmingham, (UK Role 4) ⁵
 - b. Northern Ireland (NI)
8. The Contractor shall provide a HWLS to the entitled and eligible BFC population when admitted to hospitals located in the Republic of Cyprus (RoC). However, on-going support to “eligible” patients would be dependent upon the capacity of the HWLS and might be restricted by direction of Comd Med BFC.
9. To note for above paras 7 and 8:
- a. In the event that a RAMP2/3⁶ is activated, the Contractor may be requested to provide additional staff (temporary ‘surge capability’) and/or to re-distribute existing staff within the UK to support named NHS hospitals for the duration of the increased activity.
 - b. The frequency of such requests is unknown however there is an expectation any requests from the Authority should be acknowledged/actioned by the Contractor. The Contractor is required to provide the DO with written confirmation on the availability of Welfare Officer support within one hour of receipt of the request.
10. The Contractor will provide a 24-hour response capability. Demand Order Procedures are detailed at **Annex J**.
11. The Contractor will ensure that the Contractor’s HWS/HWLS Officer arrives on the requested/agreed first day of assignment with the Evidence pack completed as detailed at **Annex F**.

Hospital Welfare Functional and Non-Functional Requirements

12. It is an overarching requirement that the requirements detailed in **Annex B, C, and D** are delivered as part of a wider welfare system that supports the patient, the Patient Group and the CoC. Once the patient’s Unit or nominated welfare agency has the lead, the HWS/HWLS will resort to an agreed (with the CoC and medical team) supporting role or formally hand over the case.

Hospital Welfare Service Principles

13. The principles of HWS/HWLS, as with that of all other welfare support is dependent on the individual circumstances of the case, the needs of each Patient Group ⁷ and the operating environment/location. Although the general framework for welfare support applies equally in the casualty and hospital context, the unique stresses related to hospital admission require the following principles to be taken into consideration:

- a. **Confidence and Reassurance.** Timely support must be offered in a way that instils confidence and trust. This demands a process that can deliver timely, consistent, reliable and accurate reassurance.
- b. **Personalised Support.** Provision must be based on the needs of the Patient Group and the unique circumstances surrounding each case.

⁵ UK Role 4 – Patients returning from Operational Deployment are admitted to the UK’s Role 4 facility administered by RCDM.

⁶ A Department of Health strategic plan for the Reception of Military Patients (RAMP) into the National Health Service (NHS) following a significant event resulting in a large unexpected number of casualties requiring admission.

⁷ Patient Group – both the Service Person and their next of kin/immediate family, including partners whose involvement is important to the well-being/recovery of the patient (definition endorsed by the Service Personnel Board (SPB)).

- c. **Responsive rather than intrusive.** Support must be controlled and coordinated to avoid the Patient Group being “swamped” with multiple offers of help by different welfare personnel and agencies. Key triggers relating to different aspects of support need to be identified and offered to the Patient Group at the appropriate time.
- d. **Clear Boundaries and Responsibilities.** Owing to the complexity of some cases there is a risk that multiple welfare agencies/personnel will be involved simultaneously in supporting the Patient Group. Notwithstanding the fact that each of these agencies has an important and unique role to play, the responsibilities and boundaries for delivering this support must be clearly understood and observed by all involved.
- e. **Coherence.** Given the number of support agencies that can be involved with any single case there is a need to ensure that the total welfare effort and effect is delivered in a coordinated fashion, in order to provide the Patient Group with the correct level of support, in the correct environment at the correct time.
- f. **Assurance.** There is a requirement to provide assurance to both the Patient Group and the CoC on whose behalf the support is being provided.
- g. **Primacy.** The patient’s medical condition and needs will be the primary and priority factor in determining the required welfare support. In addition, at all times the CoC (or the CoC’s officially nominated representative) retain overall responsibility for providing for the welfare needs of the patient.

QUALIFICATIONS

14. The Contractor shall ensure that all personnel employed have the appropriate training/ qualifications/experience, in order to deliver the services required as stated in this requirement.
15. The Contractor shall therefore ensure all personnel have the following:
- a. Driving Licence - Full clean driving licence issued by DVLA or an equivalent national Authority. The Contractor is to inform the Authority of any changes to these licences that is dealt with via court action.
 - b. A working knowledge of health care delivery within a hospital setting and conversant with Caldicott principles.
 - c. Training, experience and appropriate qualifications in the following areas:
 - Child Protection to a minimum of Level 2
 - Safeguarding Adults
 - Health, Welfare or social care minimum level 3
 - Counselling and listening skills
 - Bereavement management (excluding BFC)
 - Family dynamics
 - Breaking bad news

- d. Enhanced Disclosure and Barring Service (EDBS) Check – EDBS certificate or equivalent i.e. Disclosure Scotland or Access Northern Ireland.
- e. Official proof of Baseline Personnel Security Standard (BPSS) – NI Counter Terrorist Check.

Please note: To have unescorted access to the Defence Estate in Northern Ireland, the Contractor will need to have BPSS and Counter Terrorist Check conducted by Defence Business Service (DBS) National Security Vetting (NSV).

- f. Additionally, for BFC:

- A working knowledge of the different Services that are being supported.
- Sufficiently fluent in English and Greek both verbal and written to enable the HWLS Contractor to efficiently and effectively smooth out any apprehensions that the Patient/Patient Group may have due to language barriers⁸.

CONFIDENTIALITY

16. The Contractor and all staff must fully comply with the MOD confidentiality Policy in JSP 770. In the course of their duties, Contractor HWS/HWLS Officers may be privy to a patient's medical and personal information. This information is to be treated as confidential and the Contractor's employees will conduct their duties in accordance with the Authority's JSP 770 and Guidance on confidentiality. In addition, the Contractor will have its own written policy on Confidentiality that all its employees will be subject to and will be conversant with Caldicott principles.

17. The Authority recognises the importance of confidentiality in the welfare relationship, however, occasions might arise where the Contractor's staff may have to disclose information in the individual's and/or public interest. Occasions where this might be the case are as follows:

- a. Where there is a risk of harm to the individual or others including the safeguarding of children, young adults and vulnerable individuals.
- b. In order to prevent a serious criminal act.
- c. If there is a potential serious contravention of military and/or civil law.
- d. If there is, or likely to be, a serious breach of national security.

18. In instances where a Contractor's HWS/HWLS Officer believes that it is in the individual or public interest to disclose, the Hospital HWS/HWLS Officer is to seek the patient's/patient group member's consent to disclose. In instances where consent to disclosure is not given, disclosure is to be managed in accordance with Authority's JSP 770 and the Contractor's policy.

19. Medical fitness is a key tenet of operational effectiveness:

- a. The CoC has a legitimate interest in the patient's medical condition, however the Contractor's staff should not comment on any such queries. All queries should be passed by the Contractor to the Senior Medical Officer responsible for the patient.
- b. The CoC has a legitimate interest in the patient's welfare, and the contractor's staff may therefore enter into discussion(s) with the CoC to enable the provision of appropriate,

⁸ The required standard as per STANAG 6001 NTG (EDITION 4).

additional or ongoing welfare support. All such engagements will be conducted in accordance with Authority policy and guidance, and any disclosure of personal information should be discussed with the patient / patient group in advance.

20. The Contractor shall ensure that all personnel employed have signed a confidentiality agreement issued by the Authority. An example can be found at **Annex F**.

COMMAND AND CONTROL

21. As a core Command function, welfare is an Executive responsibility, whereby Commanders at all levels of the organisation are responsible for providing appropriate welfare support to those under their command and its community.

ACCOUNTABILITY

22. The Contractor is accountable for the conduct, practice, management, distribution and full support of its personnel across all sites to deliver a comprehensive HWS/HWLS in order to meet the needs of this requirement. In turn, the Contractor will be accountable to the Authority and will be required to demonstrate support structures to its staff.

PERFORMANCE/QUALITY INDICATORS

23. Key Performance Indicators (KPIs) are listed at **Annex A**.

24. Where KPIs are not being met, the Contractor will take appropriate action to improve the areas of service delivery in accordance with Clause 48 of the Terms and Conditions. If at any time the service is deemed to be compromised, then an urgent contract review group including representatives of both the Authority and the Contractor shall meet to agree the appropriate action to be taken. Should this action prove to be successful no further action will be necessary. If there continues to be signs of under-achievement the Authority will make a decision on the necessary action.

25. If deemed necessary the Authority will identify to improve Contractor's performance by Special Measures as detailed at **Annex H**.

GOVERNANCE

26. Provide the Authority, as and when required, evidence that sound Welfare procedures are being followed and demonstrate that strategies for Risk Management, the audit of welfare, administration and complaints are strictly adhered to. This should be in report form and issued to the DO on a quarterly basis. If required out with the quarterly return the DO will contact the contractor accordingly.

RESOURCES

27. Any Government Furnished Facilities (GFF) or Government Furnished Equipment (GFE) required to deliver HWS at different sites listed in this Specification is detailed at **Annex L**.

28. The Authority does not pay travel and subsistence or home to duty travel expenses.

LIAISON BETWEEN THE AUTHORITY AND THE CONTRACTOR

29. The Authority will nominate a Designated Officer (DO), who will act as the Authority's administrative co-ordinator to oversee the process and ensure continuity, through a single POC.
30. The Contractor's single POC will have direct access to the DO during normal weekday working hours.
31. Contracting Authority's key personnel are identified at **Annex E**.

FINANCE REPORTING

32. The Contractor will be required to provide monthly billing datasets to the Authorised Demander (AD) at the location of the assignment within 15 working days following the end of each calendar month. The AD will verify the data within 3 working days and confirm to the DO. Approval to the Contractor will be provided via the DO that an invoice can be raised in line with the Schedule 7, Annex G (ii). The Contractor is to advise the DO of the invoice number and confirm the amount for payment. Any queries that cannot be resolved quickly will be removed from the dataset so that the invoice for that month is not delayed. The on-going cases will be recorded on a separate dataset and when resolved will be placed on the next appropriate dataset for payment.

CONTRACT REVIEW

33. Discussion on contractual process, patient issues and delivery of the services detailed at **Annex B, C and D** will form a standing agenda item on the quarterly Contract Review Meetings between the Authority and the Contractor, with a view to improving or refining the service. The following items will also be discussed at these Contract Review Meetings:

- a. Progress against KPIs.
- b. Any complaints, significant event reports or Serious Untoward Incident.
- c. Performance Notices/Warnings to be noted.
- d. Progress towards Social Value targets.

34. The Contractor is to provide a monthly report (as detailed at **Annex G**) and an annual report of the service against the agreed KPIs outlined in **Annex A** to the DO. Any further information that adds value and clarity to the delivery of the service can be included at the discretion of the Contractor.

COMPLAINTS AND FEEDBACK

35. The Contractor will have in place a complaints procedure and mechanism for dealing with and addressing poor performance as at **Annex I**.

GLOSSARY OF TERMS

36. A Glossary of Terms can be found at **Annex M**.

MANAGEMENT INFORMATION

37. The Management Information detailed as at **Annex G** to Schedule 7 (Reports Required from Contractor, Invoice Data File and the Key Performance Indicators Performance Report) fully reflects

the scope of the information currently required by the Authority. It should be noted that the format, content or frequency of information required by the Authority, in regard to this contract, may alter during the duration of the contract. Prior notice of one month shall be given to the Contractor by the DO of any change to the Management Information requirements.

CYBER SECURITY

38. The Authority has a duty to protect itself from Cyber threats and now we extend this to Suppliers we engage with. As an extension of the Government's Cyber Essentials Scheme the Authority, working together with Industry and other Government Departments, have developed a more robust Cyber Security Model, under the umbrella of the Defence Cyber Protection Partnership (DCPP). All prime contractors must have the cyber security controls specified in DEF Stan 05-138 (Cyber Security for Defence Suppliers), as appropriate to the cyber risk level specified in the contract.

39. The Authority has determined the level of risk as [REDACTED] (Reference: [REDACTED]) as defined in DEF Stan 05-138. In order to do business with the MoD you must have the cyber security controls required as shown above.

BUSINESS CONTINUITY PLAN

40. The Contractor must operate a robust Business Continuity Plan that identifies the following areas to maintain essential functions during, as well as after, an event has occurred:

- a. Manpower issues (e.g. that will prevent the supply of personnel).
- b. Data Back-up (e.g. telephone/technology/IT failure)
- c. Risk Management Plan (including identified risks mitigations and treatments as detailed in SIO 31000 "Risk Management").

KEY PERFORMANCE INDICATORS

Key Performance Indicator	Action	Target
Daily patient and Patient Group contact	<p>The Contractor shall provide a return by the 10th working day of the following month to the Authority, identifying daily patient activity.</p> <p>This will include a breakdown of the type of patients seen by service or entitlement group, the referral source, whether new or on-going referrals, the exact patient location, number of patient visits and cumulative time spent with the HWS/HWLS users should be included.</p> <p>In addition, all complex cases are to be raised with HQ daily and a daily sitrep is given to the Authorised Demanders (ADs).</p> <p>On a weekly basis written details should be communicated to the ADs (RCDM, NI, Cyprus) on details of discussions with the patient including any signposting given, issues raised, what sort of welfare input given. Trends should be reviewed and communicated on a quarterly basis. The type of contact should also be captured i.e. in person, phone call, video call.</p> <p>The Contractor should ensure attendance at any patient focused meetings (daily Patient Activity Report, MDT) and ad hoc individual patient meetings as required.</p>	<p>100%</p>
Emergency patient/Patient Group contact	<p>The Contractor will provide a return by the 10th working day of the following month, to the Authority, identifying emergency referral activity. This is to include the information detailed above and the time from call to first visit. – Please note success in this KPI is based on responding within the timelines specified at Annexes B to D.</p> <p>Greater detail is required on what has been provided in addition to normal service in the event of an emergency referral or what is limited in the event of an emergency referral. Qualitative detail is required not just numbers and times.</p>	<p>100%</p>

Relative/Family Support	<p>The Contractor will provide a return by the 10th working day of the following month to the Authority, on the number of family members supported, the number of sessions and the total time spent supporting family members including whether they are new or on-going referrals. This will include a breakdown by service and referral source. If the individual is not from a Patient Group, the reason for support should be stated.</p> <p>The contractor will also provide details of communications with other Agencies (i.e. CoC, station welfare, Unit welfare, SSAFA)</p> <p>On a weekly basis written details should be communicated to the ADs (RCDM, NI, Cyprus) on what has been discussed with the family including any signposting given, issues raised, and the type of Welfare input provided. Trends should be reviewed and communicated on a quarterly basis. The type of contact should also be captured i.e. in person, phone call, video call.</p>	100%
Support to death viewings (except BFC)	<p>The Contractor will provide a return by the 10th working day of the following month to the Authority, comprising a list of death viewings that have been supported, outlining the number of viewings, the cumulative support time, the number of visits, the exact location and the source of referral by service.</p> <p>The Contractor shall also include any sign posting given, issues raised, and the sort of welfare input provided.</p>	100%
User Feedback	<p>An annual user satisfaction survey is to include Service Personnel, Patient Group and Staff. The content of the survey must be approved by the Authority prior to distribution and the Survey should be issued in March of each contract year and a report produced in May of each contract year.</p> <p>In addition, each patient and family should be given the opportunity to provide feedback on the service provided by the Contractor either in conjunction with MOD patient satisfaction surveys or through a separate process to be agreed with the Authority.</p> <p>Feedback on Authority performance from the patient group should also be provided to the Authority by the contractor (RCDM, NI, Cyprus) on a quarterly with themes and specific examples of good practice and areas requiring improvement. Any significant issues should be raised immediately and not deferred until the quarterly return.</p>	100%

Note: The Contractor is to furnish the Designated Officer with all returns, information and lists.

PROVISION OF HOSPITAL WELFARE SERVICE – ROYAL CENTRE FOR DEFENCE MEDICINE

DESCRIPTION OF SERVICE/SCOPE	FUNCTIONAL REQUIREMENT	MEASURE
<p>Royal Centres for Defence Medicine (RCDM)</p> <p>Located at:</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	<p>Welfare including but not limited to:</p> <p>a. Welfare Needs Assessment subject to sS protocols. As per the clinical pathway there is no fixed approach for meeting welfare need as this is dictated by the Patients Groups' need. In the hospital setting this initial assessment is to be conducted by the Contractor.</p> <p>b. Ability to respond to routine and emergency requests for welfare support.</p> <p>Provide a 24-Hour Response Capability –</p> <p>24 hours to be covered by 1 x Welfare Officer to on duty at any one time with the addition of a Welfare Officer for an extra 20 hours per week (specific requirement to be determined by the Authorised Demander on a weekly basis).</p> <p>c. Emotional and Practical Support – Referrals for HWS can be made directly from the patient or indirectly through hospital staff.</p>	<p>In conjunction with Units and/or sS Welfare Agencies, provide documentation of initial welfare assessment, action plan and evaluation.</p> <p>The Contractor shall be contactable 24 hours, 7 days a week and be on site within 2 hours of the callout.</p> <p>The HWS Contractor shall:</p> <ul style="list-style-type: none"> • Provide the equivalent of one welfare officer on duty at any one time. • Make daily (7 days a week, 365 days of the year) visits to all admitted patients.

		<ul style="list-style-type: none"> • On request attend multi-professional ward rounds as required.⁹ • Daily liaison with the Military Liaison Officers/Patient Co-ordination Cell to identify new patients and highlight any issues. • Act as Patient Group Advocate.¹⁰ • Offer direct emotional support including support of the bereaved. • Provide transport advice and support for relatives. • Provide advice on Hospital rules and regulations. • Offer a 'listening ear' service to Hospital Military staff members. • Signpost patients and the Patient Group to relevant professional agencies, military and civilian units. • Support the Patient Group following a life-threatening diagnosis. • Where appropriate use listening and counselling skills to support the patient/Patient Group. • Liaise with padres and other religious organisations as necessary and when requested. • Provide practical support (for example clothing and toiletries following an emergency admission). • To ensure that the appropriate welfare referral is made for patients being clinically referred for continuation of
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⁹ That is deemed appropriate by the Lead Clinician / RCDM CO or family member requests attendance as an advocate.

¹⁰ In close liaison with Unit Voluntary Organisations and/or sS Welfare organisation whilst in the hospital environment.

	<p>d. Liaison and Referral to other MOD Agencies – The Contractor is to put in place mechanisms (e.g. inter-agency protocols, information sharing principles and common welfare assessment frameworks) in order to work with sS welfare agencies and other welfare staff.</p> <p>e. The Contractor shall manage MOD provided Service Patients Families Accommodation (SPFA).</p>	<p>treatment to hospitals outside the RCDM group and dislocated from their parent unit's location.</p> <p>Liaison with following:</p> <ul style="list-style-type: none"> • Unit Welfare Officers (UWO). • Casualty Visiting/Accompanying officers. • Officer Commanding Patient Support Services and Military Liaison Officers. • Single Service Welfare Agencies. • Other Welfare Agencies as required. • Local and national charitable supporters. • Any other provider of practical support to the patient or Patient Group. <p>The Contractor shall:</p> <ul style="list-style-type: none"> • Allocate accommodation. • Monitor cleaning. • Provide contract monitoring data as per Annex A Key Performance Indicators – Item 5
	Non-Functional Requirement	Measure
	<p>a. The Contractor shall attend all meetings as required by the Authority.</p>	<p>Regular attendance is required at the following meetings/forums:</p> <ul style="list-style-type: none"> • Patient Activity Report. • Quarterly Welfare Meetings.

	<p>b. Management Information and Reporting – conform to local MOD data knowledge and information management processes.</p>	<ul style="list-style-type: none"> • Other Meetings as required <p>The Contractor shall provide Monthly statistical information on activity in mutually agreed formats in order to:</p> <ul style="list-style-type: none"> • Evaluate effective outcomes. • Monitor/Validate payment for the service provided. • Provide essential welfare surveillance data.
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PROVISION OF HOSPITAL WELFARE SERVICE – NORTHERN IRELAND

DESCRIPTION OF SERVICE /SCOPE	FUNCTIONAL REQUIREMENT	MEASURE
<p>Northern Ireland (NI)</p> <p>Contractor will be required to supply HWS at 6 locations frequently and other locations according to need (see Annex K for details)</p>	<p>Welfare including but not limited to:</p> <p>a. Welfare Needs Assessment subject to sS protocols. As per the clinical pathway there is no fixed approach for meeting welfare need as this is dictated by the Patients Groups' need. In the hospital setting this initial assessment is to be conducted by the Contractor.</p> <p>b. Ability to respond to routine and emergency requests for welfare support.</p> <p>Provide a 24-Hour Response Capability –</p> <p>24 hours to be covered by 1 x Welfare Officer to on duty at any one time with the addition of a Welfare Officer for an extra 20 hours per week (specific requirement to be determined by the Authorised Demander on a weekly basis).</p> <p>c. Emotional and Practical Support – Referrals for HWS can be made directly from the patient or indirectly through hospital staff.</p>	<p>In conjunction with Units and/or sS Welfare Agencies, provide documentation of initial welfare assessment, action plan and evaluation.</p> <p>The Contractor shall be contactable 24 hours, 7 days a week and be on site within 1 hour of the callout.</p> <p>The HWS Contractor shall:</p> <ul style="list-style-type: none"> • Provide the equivalent of one welfare officer on duty at any one time.

		<ul style="list-style-type: none"> • Make Daily (7 days a week, 365 days of the year) visits to all admitted patients. • On request attend multi-professional ward rounds as required.¹¹ • Daily liaison with the Military Liaison Officers MPAC to identify new patients and highlight any issues. • Act as Patient Group Advocate.¹² • Offer direct emotional support including support of the bereaved. • Provide transport advice and support for relatives. • Provide advice on Hospital rules and regulations. • Signpost patients and the Patient Group to relevant professional agencies, military and civilian units. • Support the Patient Group following a life-threatening diagnosis. • Where appropriate use listening and counselling skills to support the patient/Patient Group. • Liaise with padres and other religious organisations as necessary and when requested.
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¹¹ That is deemed appropriate by the Lead Clinician/CO or family member requests attendance as an advocate.

¹² In close liaison with Unit Voluntary Organisations and/or sS Welfare organisation whilst in the hospital environment.

	<p>d. Liaison and Referral to other MOD Agencies – The Contractor is to put in place mechanisms (e.g. inter-agency protocols, information sharing principles and common welfare assessment frameworks) in order to work with sS welfare agencies and other welfare staff.</p> <p>e. Contribute and compliment efforts to ensure the security of military patients admitted to hospital location in NI.</p>	<ul style="list-style-type: none"> • Provide practical support (for example clothing and toiletries following an emergency admission). • To ensure that the appropriate welfare referral is made for non-UK mainland-based patients being evacuated to the mainland for continuation of treatment. <p>Liaison with following:</p> <ul style="list-style-type: none"> • Unit Welfare Officers (UWO). • Casualty Visiting/Accompanying officers. • Officer Commanding Patient Support. • Services and Military Liaison Officers. • Single Service Welfare Agencies. • Other Welfare Agencies as required. • Local and national charitable supporters. • Any other provider of practical support to the patient or Patient Group. <p>The HWS Contractor shall:</p> <ul style="list-style-type: none"> • Remain aware of and respond to G2 and G3 guidance regarding the evolving security situation in NI as per NI standing orders.
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		<ul style="list-style-type: none"> • Be prepared to collect military clothing and safe guard it while replacing with civilian clothing if required. • Be prepared to collect and safe guard military identification if required and return to unit or nominated person. • In accordance with NI Standing Orders, immediately report any security related issues/concerns to the appropriate authorities i.e. the Authorities local representatives and the Police Service of Northern Ireland (PSNI). • Where/when required, liaise with PSNI and immediately report such incidences to the patient's CoC and/or Medical Centre. • On occasions where PSNI or other relevant agencies implement 'enhanced' security measures for a patient, the Contractor will comply with those arrangements.
	Non-Functional Requirement	Measure
	a. The Contractor shall attend all meetings as required by the Authority.	<p>Regular attendance is required at the following meetings/forums:</p> <ul style="list-style-type: none"> • Patient Activity Report. • Quarterly Welfare Meetings. • Other Meetings as required

	<p>b. Management Information and Reporting – conform to local MOD data knowledge and information management processes.</p> <p>c. A Form Military Transport (FMT) 600</p>	<p>The Contractor shall provide monthly statistical information on activity in mutually agreed formats in order to:</p> <ul style="list-style-type: none"> • Evaluate effective outcomes. • Monitor/Validate payment for the service provided. • Provide essential welfare surveillance data. <p>Assessment and certificate to be provided by MT in NI. This is a permit to drive motor vehicles owned by or under control of the Authority.</p>
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PROVISION OF HOSPITAL WELFARE SERVICE – BRITISH FORCES CYPRUS

DESCRIPTION OF SERVICE /SCOPE	FUNCTIONAL REQUIREMENT	MEASURE
<p>British Forces Cyprus</p> <p>The Contractor shall provide a visiting HWLS at all RoC healthcare facilities where the BFC entitled or eligible population is being treated.</p>	<p>To provide assistance to the Patient Group as part of an integrated translation and welfare service. Duties will include, but not limited to:</p> <p>a. Patient (or NoK) Translation Service – however not formal medical translators.</p> <p>b. Welfare Needs Assessment subject to sS protocols.</p> <p>As per the clinical pathway there is no fixed approach for meeting welfare need as this is dictated by the Patients Groups' need. In the hospital setting this initial assessment is to be conducted by the Contractor.</p>	<p>HWLS Contractors must be:</p> <ul style="list-style-type: none"> • Fluent in both Greek and English in order to facilitate patients or patient group. • Understand the patient's treatment and care plan and smooth out any apprehensions due to language barriers. • Require reasonable familiarity with the RoC hospital environment to understand and explain the context of the patient's situation. <p>In conjunction with Units and/or sS Welfare Agencies, provide documentation of initial welfare assessment, action plan and evaluation.</p>

	<p>c. Ability to respond to routine and emergency requests for welfare support.</p> <p>Provide a 24-Hour Response Capability –</p> <p>24 hours to be covered by 2 x Welfare Liaison Officers to be on duty at any one time.</p> <p>d. Emotional and Practical Support – Referrals for HWLS can be made directly from the patient or indirectly through hospital staff.</p>	<p>The Contractor shall:</p> <ul style="list-style-type: none"> • Provide the equivalent of one welfare officer on duty at any one time. • be contactable 24 hours, 7 days a week, 365 days of the year • be on site within 2 hours (see Annex A) of the callout for emergency admissions and same day for elective admissions. <p>The HWLS Contractor shall:</p> <ul style="list-style-type: none"> • Make Daily visits to all admitted patients. The exception to this is stable patients who by mutual agreement no longer require daily visits, but who still need access to phone advice between visits. • Provide a 24/7/365 telephone service for urgent issues relating to inpatients. • Daily liaison with the appropriate teams to identify new patients and highlight any issues or significant
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		<p>changes in planned care or deterioration in condition.</p> <ul style="list-style-type: none"> • Act as Patient Group Advocate, in close liaison with Unit Voluntary Organisation and or Single Service Welfare organisation whilst in the hospital environment. • Provide advice on Hospital rules and regulations. • Signpost patients and the Patient Group to relevant professional agencies, military and civilian units. • Collection and provision of evidence for Dangerously Ill Forwarding of Relatives (DILFOR) requests. • Facilitate welfare accommodation for relatives for those patients listed under DILFOR and other emergency admissions as required. • Provide practical support (for example clothing and toiletries following an emergency admission). • Arrange the collection and distribution of any charitable items intended for Service patients and their relatives <p>Liaison with following:</p> <ul style="list-style-type: none"> • Unit Welfare Officers (UWO).
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	<p>e. Liaison and Referral to other MOD Agencies – The Contractor is to put in place mechanisms (e.g. inter-agency protocols, information sharing principles and common welfare assessment frameworks) in order to work with sS welfare agencies and other welfare staff.</p>	<ul style="list-style-type: none"> • Casualty Visiting/Accompanying officers. • Commander Medical (Comd Med), SMOs and Military Liaison Officers. • Single service Welfare Agencies. • Other Welfare Agencies as required. • Local and national charitable supporters. • Any other provider of practical support to the patient or Patient Group. <p>HWLS Contractor is to ensure appropriate and timely signposting/referral to non-MOD agencies as and when required by the needs of the Patient Group.</p>
	<p>f. Liaison with Non-MOD Agencies, charities and specialised welfare providers.</p>	
	<p>Non-Functional Requirement</p>	<p>Measure</p>
	<p>a. The Contractor shall attend all meetings as required by the Authority.</p>	<p>Regular attendance is required at the following meetings/forums:</p> <ul style="list-style-type: none"> • Patient Activity Report. • Quarterly Welfare Meetings. • Other Meetings as required.

	<p>b. Management Information and Reporting – conform to local MOD data knowledge and information management processes.</p> <p>c. Formal and Informal Feedback</p>	<p>The Contractor shall provide quarterly statistical information on activity in mutually agreed formats in order to:</p> <ul style="list-style-type: none"> • Evaluate effective outcomes. • Monitor/Validate payment for the service provided. • Provide essential welfare surveillance data. <p>The HWLS Contractor is to assist the Comd Med monitoring and assessing the delivery of hospital care by:</p> <ul style="list-style-type: none"> • Undertaking patient feedback as directed by Comd Med. • Providing regular informal feedback to Comd Med on issues and concerns noted regarding patient care or hospital services. • Any additional requirements identified by the Authority. Owing to the nature in providing welfare support this list is not exhaustive.
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KEY PERSONNEL

CONTRACTING AUTHORITY'S KEY PERSONNEL

1. **Designated Officer (DO).** The DO will have overall responsibility on behalf of the Contracting Authority for the management of the Contract. The DO will see all Demand Orders. They will chair the Contract Review Meetings attended by the Contractor and other relevant Contractor Authority representatives, Commercial Officer and appropriate stakeholders. The DO will be the primary point of contact for the Contractor to provide feedback, escalate issues and receive management information.
2. **Commercial Branch (CB).** The CB means Defence Commercial – Strategic Command [REDACTED]
3. **Authorising Demander (AD).** The AD will be able to raise a demand for any of the services covered by the Contract within their approval. Only those with appropriate authority can engage with the Contractor.
4. A limited number of ADs will be nominated, and the Contracting Authority will provide the Contractor with a list of nominated ADs who will be able to contact the Contractor directly to meet short notice requirements.
5. The Contracting Authority will only be liable for costs associated with any services requested by ADs.

CONTRACTORS KEY PERSONNEL

6. **Account Manager (AM).** The Contractor will appoint an AM who will be the DO's point of contact for management issues arising under the Contract. The AM will be required to represent the Contractor at Contract Review Meetings and to provide management information as required to the Contracting Body.
7. **Hospital Welfare Officer / Hospital Welfare Liaison Officer.** This is the person who works at the requested location to meet the requirement.

HOSPITAL WELFARE AND HOSPITAL LIAISON WELFARE OFFICER EVIDENCE PACK

1. In order to provide evidence of their identity and qualifications for the assignment the Contractor's HWS/HWLS Officer must provide an Evidence Pack for inspection by the Contracting Authority, on the first day of each assignment. The Evidence Pack will include:

Subject	Evidence Pack – Acceptable Evidence
Identity	All contractor provided HWS/HWL Service Officers will be required to provide an original birth certificate and one of the following photo identity card (IDs): current passport, current UK driving licence or European Union (EU) Member State ID card in order to gain access to an Contracting Authority site/location.
Driving Licence	Evidence of Full Driving Licence (photo ID and paper parts).
Qualification and Training	Details of training, experience and certified copies of original qualification certificates and equivalents as detailed in Schedule 7 paragraph 15c.
Enhanced Disclosure and Barring Service (EDBS) check	EDBS Certificate or equivalent e.g. Disclosure Scotland, Access Northern Ireland.
Assignment	Letter of assignment from the Contractor.
Confidentiality	Signed model Confidentiality Undertaking.
Probity and Health Declaration	Signed Probity and Health Declaration.
Security Clearance	Official proof of Baseline Personnel Security Standard (BPSS).
Official Secrets Act and confidentiality declarations	Signed MoD Form 134/MoD Form 135.

MODEL CONFIDENTIALITY UNDERTAKING

I am employed by *[name of Supplier]*. I have been informed that I may be assigned to work as a Hospital Welfare Service Officer/Hospital Welfare Liaison Service Officer in providing services to *[name of Service or Department]* ('the Contracting Authority').

I understand that information in the possession of the Contracting Authority must be treated as confidential.

I hereby give a formal undertaking to my employer and to the Contracting Authority, that:

- a. I will not communicate any of that information, or any other knowledge I acquire in the course of my work for the Contracting Authority to anyone who is not authorised to receive it in connection with that work.
- b. I will not make use of any of that information or knowledge for any purpose outside that work.

I acknowledge that this applies to all information which is not already a matter of public knowledge and that it applies to electronic media, written and oral information.

I also acknowledge that this undertaking will always continue to apply in the future, even when the work has finished and when I have left my employment.

I have also been informed that I will be bound by the provisions of the Official Secrets Acts of 1911 and 1989. I am aware that serious consequences may follow from any breach of that Act.

I confirm that I will fully abide by external and Contracting Authority guidance.

I understand that any breach of confidentiality by me will be dealt with in accordance with standard healthcare governance procedures and may lead to the termination of my role in the Assignment and further action may be undertaken in accordance with professional codes of conduct.

In case of doubt I will seek advice from the Contracting Authority Designated Officer or the Contracting Authority Authorised Demander at my work location.

Name:		Signature:	
Title:		Date:	
Checked by:		Post:	
Rank:		Date:	

PROBITY AND HEALTH DECLARATION

	Yes	No
I confirm that the documentation I have provided is correct and there are no material changes that would impact upon my ability or suitability to undertake this job.		
I confirm that I have not been convicted of any criminal offences either inside or outside the UK and have no criminal proceedings pending against me.		
I confirm that over the past 5 years I have not had any cases considered, heard or concluded against me by any professional regulatory or licensing body within or outside the UK, and that there are no cases pending.		
I confirm that over the past 5 years no disciplinary action has been taken against me by an employer or Supplier, either in or outside the UK, that have been upheld, and that there are no cases pending.		
Do you have disabilities that might impair your ability to perform your professional duties or which you consider may require reasonable adjustments to be made to assist you to perform your duties? If so, please give details.		

If you are unable to confirm any of the above – answered “No” then please give further details below:

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If there are any changes to any of the above whilst working at this medical centre, I will immediately notify the Contracting Body Designated Officer or his deputy in writing.

Name:		Signature:	
Title:		Date:	
Checked by:		Post:	
Rank:		Date:	

REPORTS REQUIRED FROM CONTRACTOR (but not limited to)

Serial	Frequency	Name	Target Audience	Requirement
1	Monthly	Contract Dashboard	DO, Fin	DO to advise once Contract is Awarded
2	Monthly	Invoice Data File	DO, Fin	Contractor to complete Invoice Data File detailed at Schedule 7, Annex G (ii) for which an invoice is to be submitted for payment.
				Data to be reported by location (sub-total) with granularity by individual provided by Contractor
				including as per Annex G (ii):
				- Assignment Order
				- Assignment Start Date
				- Assignment Location
				- Full name of Employee
				- Actual Day Hours worked during month
				- Actual Night Hours worked during month
				- Actual Hours on call during month
3	Monthly	Customer Feedback	DO	Contractor to provide DO with a monthly report on Customer Feedback.
4	Quarterly	Contract Management Review Meeting	DO	Contractor to provide DO with a Review report. Authority to provide minutes of the meeting to the contractor with a 2-week turnaround.
5	Quarterly	End to End Review (4 for each location case reviews per year)	DO	Patient testimonials recorded with Contractor commentary (qualitative depiction of care received focusing on the patient experience)
6	Annually	Customer Satisfaction		Annual Customer Satisfaction Survey to be conducted by both parties - format to be confirmed.

Note: Above is an example of reports required but limited to. Format of Dashboard and reports to be agreed during mobilisation period.

INVOICE DATA FILE

Invoices are to include the following data:

Location	£	Total No. of Day Hours	Total No. of Night Hours	Total No. of On-Call Hours	Sub-Total £	Total £
RCDM						
Day Hourly Rate	-				-	
Night Hourly Rate	-				-	
On-Call Hourly Rate	-				-	
RCDM TOTAL						-
NI						
Day Hourly Rate	-					
Night Hourly Rate	-					
On-Call Hourly Rate	-					
NI TOTAL						-
BFC						
Day Hourly Rate	-				-	
Night Hourly Rate	-				-	
On-Call Hourly Rate	-				-	
BFC TOTAL						-
INVOICE TOTAL						-

Note: Hours on the Invoice are consolidated from the Employee record sheets.

INVOICE DATA FILE

Employee Record Sheet

Assignment Order

Assignment Start Date

Assignment End Date

Assignment Location

RCDMNI BFC

(delete as appropriate)

Invoice Period

MonthYear

Full Name of Employee

Total Day Hours Worked

Total Night Hours Worked

Total On-call Hours Worked

- Notes for completion:
- 1 Form is to be completed for each employee by assignment.
 - 2 Forms are to be submitted to the DO for approval.
 - 3 Once approved DO will advise Contractor to raise a consolidated Invoice.
 - 4 Invoice then to be sent to DO for payment action.

SPECIAL MEASURES

1. The Contracting Authority will invoke special contract monitoring measures (Special Measures) in instances where there appears to be evidence of poor Contractor KPIs, non-compliance and significant patient safety and/or criminal incidents/events. The Contractor will comply with these measures.
2. The decision to invoke Special Measures will be made by the Contracting Authority's DO having consulted the Contracting Authority's designated CO (and higher Command if required). The Contractor's AM will be notified of the decision to invoke Special measures by the Contracting Authority's DO in the quarterly contract monitoring meeting, an extraordinary contract meeting or in writing. The Contractor will comply with the measures and provide all necessary resources to deal with the issues at no extra cost to the Contracting Authority.
3. In general terms, the Contracting Authority's Special Measure procedures are as follows:
 - a. The DO is alerted to a persistent performance related issue (Annex A - 3 consecutive KPI Reds/3 KPI Reds in a 6-month period) or a significant patient safety and/or potential criminal matter.

▼
 - b. The DO and CO agree that Special Measures are required.

▼
 - c. The DO and/or CO inform the Contractors Representative. This will likely occur at the quarterly contract review meeting, in an extraordinary contract review meeting or in writing to the Contractor's Representative.

▼
 - d. The Contactor will produce and submit to the DO a written Corrective Action Plan (CAP) within 5 working days of formal notification of Special Measures. The CAP will consist of:
 - Details of the performance failure/issues.
 - Cause Analysis.
 - Corrective and preventative steps/measures being/to be taken.
 - Named owners – Contractor's representative(s) leading the corrective action.
 - Resolution/Completion date.

▼
 - e. The Contracting Authority approves the CAP. In the event that the Parties cannot agree on a CAP, the matter will be agreed in accordance with the contract Dispute Resolution arrangements detailed in the contract Terms and Conditions.

▼
 - f. The Contracting Authority's DO and Contractor's representatives will meet as required on an on-going basis to review progress against the CAP. Contractor's Representatives will be made available as appropriate for these scheduled meetings.

▼

g. Special Measures will remain in place until such time that both parties agree that resolution has been achieved and that the CAP will be 'closed' and outcomes recorded. No instance of Special Measures will be for a period longer than 6 calendar months, although more than one CAP may be in place at once if needed.

4. If after a 6-month period the issue(s) are not resolved, the Contracting Authority reserves the right to enact Dispute Resolution and/or Termination processes in accordance with the Terms and Conditions of this contract.

5. The Contracting Authority acknowledges that in cases where investigations into malpractice etc. occur, a Special Measures period greater than 6 months may be required.

6. All of the above will be subject to individual circumstances and the Contracting Authority reserves the right to request other measures or amend any of the above as required.

PATIENT SAFETY, COMPLAINTS AND GENERAL PERFORMANCE FEEDBACK

PATIENT SAFETY

1. The Contracting Authority is keen to distinguish patient safety issues/complaints from general complaints and performance feedback. The safety of patients is paramount, and the Contracting Authority promotes a strong safety culture in accordance with national and internal policy such as Joint Service Publication 950 (Part 5 – Quality of Care).
2. Patient safety events/incidents will be dealt with in accordance with the JSP and other relevant Contracting Authority policy; the Contractor will fulfil any Contracting Authority request to support safety analyses/investigations and Service Inquiries.
3. Monitoring of Significant Events and Patient Safety Incidents will be a formal agenda item of the quarterly contract monitoring meetings.

COMPLAINTS

4. The HWS / HWLS Officer will immediately inform the Contracting Authority's AD at their assignment location if a patient makes a complaint direct to them in person regarding their treatment or any aspect of medical administration. Any complaint made about a Contractor's HWS/HWLS Officer will be dealt with in accordance with the Contracting Authority's complaints policy and procedures; however, the Contractor will be required to support the Contracting Authority in this process. Assistance from the Contractor will be requested via the Designated Officer.
5. The Contractor will operate a clear and written procedure for handling complaints from the Contracting Authority (be they patient or other complaints). The Contractor's procedure will enable the Contracting Authority to make/refer complaints quickly and simply and shall require the Contractor to investigate and resolve a complaint in accordance with strict timescales. Subject to any restrictions on the Contracting Authority relating to confidentiality or the Data Protection Act 2018 and General Data Protection Regulation 2018, the Contracting Authority will participate with the Contractor by providing the necessary information surrounding any complaint made by the Contracting Authority to enable the complaint to be fully investigated by the Contractor.
6. All complaints made by the Contracting Authority to the Contractor shall be acknowledged by the Contractor within 3 working days of receipt. The Contractor will keep a full auditable record of the complaint and its management. The Contractor will use all reasonable endeavours to ensure that all complaints are resolved within 15 working days of the complaint being notified to the Contractor unless the complaint requires additional investigation in which case the Contractor will make all reasonable endeavours to ensure that the complaint is resolved as soon as possible. The outcomes of all complaint investigations and complaint resolutions are to be provided in writing (including email) to the Designated Officer to the agreed timescale. The Contractor will provide the Contracting Authority with written (inc E-mail) *ad hoc* progress updates on complaints at the Contracting Authority's request.
7. The nature of some complaints may lead the Contracting Authority to terminate a Contractor's HWS/HWLS Officer Assignment.

EARLY TERMINATION

8. In the event that the AD deems that an individual(s) within the Contract are responsible for any issue relating to but not limited to those listed below, and that those issues are considered to be sufficiently serious he/she will escalate the issue within the Contracting Authority and will notify the Contractor. This may result in individual early termination under Clause 42 of the Terms and Conditions.

- Patient Safety
- Unsatisfactory conduct
- Poor performance
- General unsuitability
- Non-attendance / Poor time Keeping
- Lack of Evidence Pack
- Non-adherence to local regulations

9. In the event of individual early termination (as above) the AD and or DO will notify the Contractor at which point the Contractor will have 24 hours (5 working days for overseas assignments) to supply an agreed replacement. Feedback will be provided to the Contractor and the DO will be informed in all cases. The Contractor shall be required to provide evidence of remedial action that has been undertaken e.g. additional training, updated Evidence Pack prior to being offered for a future assignment.

10. The Authority reserves its right to terminate on the basis of individual instances without terminating the Contract in its entirety under Contract Termination Clause 42

HWS/HWLS OFFICER PERFORMANCE (Information and Appraisal)

10. The Contracting Authority **will not** provide employment references for individual HWS/HWLS Officers.

11. The Contractor may request information relating to the performance of an HWS/HWLS Officer in order to inform their management, appraisal and revalidation requirements and the future utilisation of the individual.

12. Any information provided to the Contractor by the Contracting Authority in respect of an HWS/HWLS Officer's performance of an assignment (feedback), is not to be attributable directly to the Contracting Authority when used by the Contractor or the HWS/HWLS as a reference for future employment.

13. The Contracting Authority will provide feedback to the Contractor in the event that details on an HWS/HWLS Officer submitted does not meet the requirement. The DO will liaise with the supplier SPOC

14. On completion or early termination of an assignment the AD will complete a report on the HWS/HWLS Officer to provide feedback to the Contractor on the performance of the HWS/HWLS Officer and forward to the DO. The DO will liaise with the supplier SPOC

DEMAND ORDER PROCEDURE

1. The need for HWS/HWLS Officer(s)¹³ will be identified by the AD¹⁴ on a rolling three month basis who will submit a request via email to the DO detailing the specific requirement and seeking approval.
2. The DO will contact the Contractor with a Demand Order by e-mail for the rolling three month period for all three sites.
3. The Contractor will acknowledge receipt of the Demand Order formally by e-mail within **one hour**. The Contractor will then select appropriate HWS/HWLS Officer who meet the Contracting Authorities's requirement. The Contractor must confirm that the HWS/HWLS Officer:
 - 3.1. Holds HMG Baseline Personnel Security Standard (BPSS)
 - 3.2. Holds Enhanced Disclosure and Barring Service check or equivalent
4. It is the Contractor's responsibility to ensure, in advance, that the HWS/HWLS Officer(s) meet the requirement and that those offered for selection are appropriately qualified.
6. The AD will e-mail the DO and Contractor notification of selection, confirm starting details and confirm the BPSS is acceptable.
7. The Contractor will confirm to the AD and DO that the HWS/HWLS Officer(s) have accepted the assignment and will provide an e-mailed Evidence Pack (Annex F) for the worker with this confirmation.¹⁵
8. The selected HWS/HWLS Officer(s) will present themselves at the location on the first day of the assignment with an Evidence Pack (see Annex F), which will be checked by the AD.
9. In the UK all HWS Officer identified by the Contracting Authority as unsuitable will be replaced within one working day, subject to Contracting Authority checks as above.
10. In Overseas locations all HWLS Officer identified by the Contracting Authority as unsuitable will be replaced within five working days, subject to Contracting Authority checks as above.
11. If the Contracting Authority needs to cancel a Demand Order for any reason the following will apply:
 - a. 3 months or more notice – the Contracting Authority will not be liable for any costs.
 - b. Less than 3 months notice – the Contracting Authority will negotiate with the Contractor relevant cancellation costs.

¹³ The HWS/HWLS Officer does not have to be the same employee for the whole of the assignment. The Contractor could decide to cover the requirement with a bank of HWS/HWLS Officers.

¹⁴ Full contact details for ADs to be confirmed during implementation period.

¹⁵ A PDF format 'document' containing scanned copies of; passport photo page; original birth certificate or current driving licence (both parts); Enhanced Disclosure and Barring Service certificate or equivalent and; confirmation of security clearance (e.g. BPSS). All documents must be in date and valid.

**Hospital Welfare Officer / Hospital Welfare Liaison Officer
Demand Order form (AD to DO)**

Location	RCDM / NI / BFC (delete as appropriate)
Assignment Start Date	
Assignment End Date	
Day Hours	Times: (Mon to Fri) No. of Hours:
Night Hours	Times: No. of Hours:
On Call Hours	Times: No. of Hours:

Authorised Demander

Signed by:

Rank / Grade and Full Name:

Date:

Hospital Welfare Officer / Hospital Welfare Liaison Officer Demand Order Form

Location	RCDM / NI / BFC (delete as appropriate)
Assignment Number	
Assignment Start Date	
Assignment End Date	
Day Hours	Times: (Mon to Fri) No. of Hours:
Night Hours	Times: No. of Hours:
On Call Hours	Times: No. of Hours:

Demanding Officer:

Signed by:

Rank / Grade and Full Name:

Date:

LOCATIONS

a. ROYAL CENTRE FOR DEFENCE MEDICINE

[REDACTED]

[REDACTED]

b. BRITISH FORCES NORTHERN IRELAND

The Contractor will typically be required to conduct their Hospital Welfare Duties at each of the following locations where entitled personnel are regularly admitted as In-patients:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

In addition, other hospitals and clinics in NI may be required to be visited on an ad hoc basis according to patient need.

All visits must be conducted in line with NI Central Risk Assessment Cell (CRAC) restrictions.

c. BRITISH FORCES CYPRUS

The Authority will provide the HWLS with appropriate office facilities at one of its bases. The Contractor shall provide a visiting HWLS at all healthcare facilities located in the RoC where the BFC entitled or eligible population are being treated.

The majority of patients will be treated at the [REDACTED], as the current holder of the BFC Secondary Healthcare Contract. The other most frequently used hospitals (in [REDACTED]) are no more than about a one-hour drive from the military bases. The response time KPI would be interpreted appropriately for the visit requirements to the more remote locations, used only occasionally.

(see Note 1)

	RCDM		NI		Cyprus	
	Entitlement	Funding	Entitlement	Funding	Entitlement	Funding
Office Accommodation	YES	YES	YES	YES	YES	YES
Office Furniture	YES	YES	YES	YES	YES	YES
IT Hardware/Software, basic word/spreadsheet/access to email	YES	YES	YES	YES	YES	YES
Storage Cabinets	YES	YES	YES	YES	YES	YES
Landline Telephone Facilities	YES	YES	YES	YES	YES	YES
Mobile Phones	YES	YES	YES	YES	YES	YES
Fax Machine Facilities	YES	YES	YES	YES	YES	YES
Photocopier Facilities	YES	YES	YES	YES	YES	YES
Stationery	YES	YES	YES	YES	YES	YES
BFPO Facilities	YES	YES	YES	YES	YES	YES
Living Accommodation	NO	NO	NO	NO	YES	YES
Utilities - Living Accommodation	NO	NO	NO	NO	NO	NO
Mess Accommodation - short term	NO	NO	YES - for short term single personnel	NO	YES - for short term single personnel	NO
Mess Membership (see Note 2 below)	Discretion of Local Command	NO	Discretion of Local Command	NO	Discretion of Local Command	NO
Training Facilities - On Site Mandatory only	YES	YES	YES	YES	YES	YES
Medical and Hospital Facilities	NO	NO	NO	NO	NO	NO
Secondary Healthcare (see Note 3 below)	NO	NO	NO	NO	NO	NO
Tertiary Healthcare	NO	NO	NO	NO	NO	NO
Mental Healthcare Hospital Unit	NO	NO	NO	NO	NO	NO
Pharmaceutical Prescriptions	NO	NO	NO	NO	NO	NO
Dental Treatment	NO	NO	NO	NO	NO	NO
Aeromed Facilities - medical repatriation	NO	NO	NO	NO	NO	NO
Optician Services	NO	NO	NO	NO	NO	NO
Ambulance Services	NO	NO	NO	NO	NO	NO
Radiology Services	NO	NO	NO	NO	NO	NO
Physiotherapy Services	NO	NO	NO	NO	NO	NO
Occupational Services	NO	NO	NO	NO	NO	NO
Termination of Pregnancy Service	NO	NO	NO	NO	NO	NO
Rehabilitation Units	NO	NO	NO	NO	NO	NO
Community Physiological Measurement Service	NO	NO	NO	NO	NO	NO
GU Med Service	NO	NO	NO	NO	NO	NO
Speech and Language Therapy Service	NO	NO	NO	NO	NO	NO
Patient Transport Service	NO	NO	NO	NO	NO	NO
Translation Service	NO	NO	NO	NO	NO	NO
Pharmaceutical Supply if hospital inpatient	NO	NO	NO	NO	NO	NO
Pathology Service	NO	NO	NO	NO	NO	NO
Instrumental Sterilisation	NO	NO	NO	NO	NO	NO
ID Cards	YES	YES	YES	YES	YES	YES
DILFOR Scheme	NO	NO	NO	NO	NO	NO
Social Work Services	NO	NO	NO	NO	NO	NO
SCE School Facilities	NO	NO	NO	NO	YES	NO
Sport and Recreational Facilities	NO	NO	Discretion of Local Command	NO	Discretion of Local Command	NO
Playgroup and Nursery Facilities	NO	NO	NO	NO	YES	NO
MT Vehicles - Pool Car (see note 4 below)	YES	YES	YES	YES	YES	YES
MOD Drivers Permit (F/MT 600 - see note 2 below)	NO	NO	YES	YES	YES	YES
Fuel for Pool Car	YES	YES	YES	YES	YES	YES
Removal and Storage (MFO)	NO	NO	NO	NO	YES	YES

Annex M- GLOSSARY

AD	Authorised Demander / Authorising Demander
AM	Account Manager
BFC	British Forces Cyprus
BPSS	Baseline Personnel Security Standard
CAP	Corrective Action Plan
CB	Commercial Branch
CO / COs	Commanding Officer(s)
CoC	Chain of Command
CRAC	Central Risk Assessment Cell
DBS	Defence Business Services
DILFOR	Dangerously Ill Forwarding of Relatives
DMS	Defence Medical Services
DO	Designated Officer
EDBS	Enhanced Disclosure and Barring Service
FMT	Forces Military Transport
GFE	Government Furnished Facilities
GFF	Government Furnished Equipment
HWLS	Hospital Welfare Liaison Service
HWS	Hospital Welfare Service
ITT	Invitation to Tender
JSP	Joint Service Publication
JSSU	Joint Service Support Unit
KPI(s)	Key Performance Indicator(s)
MOD	Ministry of Defence
MPAC	Military Patient Administration Cell
MT	Military Transport
NHS	National Health Service
NI	Northern Ireland
NOK	Next Of Kin
NSV	National Vetting Service
PAR	Patient at Risk
PSNI	Police Service of Northern Ireland
RAMP	Reception of Military Patients
RCDM	Royal Centre for Defence Medicine
RoC	Republic of Cyprus
SHC	Secondary Healthcare
SMO	Senior Medical Officer
SPOC	Single Point Of Contact
SPB	Service Personnel Board
SPFA	Service Patient Families Accommodation
sS	Single Services
UKBC	United Kingdom British Citizen
UWO	Unit Welfare Officer

Schedule 8

TRANSFER REGULATIONS

PART 1 - EMPLOYEE TRANSFER ARRANGEMENTS ON ENTRY

1 DEFINITIONS

1.1 In this Schedule 8 Part 1, save where otherwise provided, words and terms defined in Schedule 1 (Definitions) of the Contract shall have the meaning ascribed to them in Schedule 1 (Definitions) of the Contract.

1.2 Without prejudice to Schedule 1 (Definitions) of the Contract, in this Schedule 8 Part 1 unless the context otherwise requires:

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

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

(ii) the Data Protection Act 2018;

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

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

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

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

"Previous Contractor" means the incumbent supplier The Defence Medical Welfare Service (DWMS);

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

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

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

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

"Services" shall have the meaning specified in [project team to complete];

"Transfer Regulations" means the Transfer of Undertakings (Protection of Employment)

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

2 PREVIOUS CONTRACTOR EMPLOYEES

2.1 Employee Information

- 2.1.1 No later than three months prior to the Relevant Transfer Date the Authority shall provide to the Contractor the information listed in Appendix 1 of this Schedule 8 Part 1 in respect of Previous Contractor Employees to the extent that such information has been provided to the Authority by the Previous Contractor.
- 2.1.2 The Authority shall provide the Contractor with any update to the information provided under paragraph 2.1.1 as soon as is reasonably practicable, to the extent that such information has been provided to the Authority by the Previous Contractor.
- 2.1.3 The Contractor shall provide any information provided to it by the Authority pursuant to paragraph 2.1.1 to an Employing Sub-Contractor within seven Business Days of receipt to the extent that such Previous Contractor Employees are to transfer to an Employing Sub-Contractor under a Relevant Transfer on the Relevant Transfer Date.
- 2.1.4 Paragraph 2.1.1 is subject to the Authority and any Previous Contractor's obligations in respect of the Data Protection Legislation and any data provided by the Authority in accordance with paragraph 2.1.1 shall be provided in anonymous form in order to enable its disclosure. To the extent anonymous data has been provided by the Authority pursuant to its obligations under Paragraph 2.1.1 above, the Authority shall provide full data no later than 28 days prior to the Relevant Transfer.
- 2.1.5 The Authority does not warrant the accuracy of the information provided under paragraph 2.1.1.

2.2 Obligations in respect of Previous Contractor Employees

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

and including the Relevant Transfer Date and shall indemnify the Authority and the Previous Contractor in respect of the same.

2.3 Indemnities

- 2.3.1 The Contractor shall indemnify and hold harmless the Authority and any Previous Contractor against all demands, claims, liabilities, losses and damages, costs and expenses (including all interest, penalties, legal and other costs and expenses) together with any applicable Value Added and similar taxes or liability for deduction of PAYE tax properly incurred by the Authority or any Previous Contractor arising out of or in connection with:
- (a) any breach by the Contractor and/or any Employing Sub-Contractor of their obligations under Regulation 13 of the Transfer Regulations;
 - (b) any act or proposal by the Contractor or any Employing Sub-Contractor prior to or following the Relevant Transfer Date which amounts to a repudiatory breach of contract as referred to in Regulation 4(11) of the Transfer Regulations and/or to make a substantial change in working conditions of any Previous Contractor Employee to the material detriment of that employee. For the purposes of this sub-clause the expressions “repudiatory breach”, “substantial change” and “material detriment” shall have the same meanings as for the purposes of Regulation 4(9) and 4(11) of the Transfer Regulations; and
 - (c) any collective agreement or any arrangement with any trade union or staff association after the Relevant Transfer Date.
 - (d) Any variations or proposed variations to any Previous Contractor Employee's terms and conditions of employment pursuant to regulations 4(5) and 4(5B).

3 GENERAL PROVISIONS APPLICABLE TO PREVIOUS CONTRACTOR EMPLOYEES AND CONTRACTOR PERSONNEL

3.1 Contractor Indemnity

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

3.2 Post Transfer Reporting

- 3.2.1 The Contractor shall upon request by the Authority provide (or shall procure that an Employing Sub-Contractor shall provide) the Authority with the following information in respect of the employees who are wholly or mainly employed, assigned or engaged in providing the Services:
- (a) any proposed, agreed or imposed changes to terms and conditions of service;
 - (b) disputes relating to compliance with the Transfer Regulations which are regarded as unresolved by a recognised Trade Union;
 - (c) any court action or tribunal proceedings relating to compliance with the Transfer Regulations;
 - (d) completed court action or tribunal proceedings relating to compliance with the Transfer Regulations; and
 - (e) out of court settlements relating to compliance with the Transfer Regulations if possible having regard to the wording of the settlement.

PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS AGREEMENT

PART A

1. Pursuant to paragraph 2.1.1 of this Schedule 8 Part 1, the written statement of employment particulars as required by section 1 of the Employment Rights Act 1996 together with the following information (save where that information is included within that statement) will be provided to the extent it is not included within the written statement of employment particulars:

1.1 Personal, Employment and Career

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

1.2 Performance Appraisal

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

1.3 Superannuation and Pay

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

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

1.4 **Medical**

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

1.5 **Disciplinary**

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

1.6 **Further information**

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

Part B

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

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

PART 2 – STAFF TRANSFER ARRANGEMENTS ON EXIT

2. DEFINITIONS

2.1 In this Schedule 8 Part 2, save where otherwise provided, words and terms defined in Schedule 1 (Definitions) or Schedule 8 Part 1 of the Contract shall have the meaning ascribed to them in Schedule 1 (Definitions) or Schedule 8 Part 1 of the Contract.

2.2 Without prejudice to Schedule 1 (Definitions) of the Contract or Schedule 8, Part 1, in this Schedule 8 Part 2 unless the context otherwise requires:

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

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

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

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

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

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

3. EMPLOYMENT

3.1 Information on Re-tender, Partial Termination, Termination or Expiry

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

- (a) supply to the Authority such information as the Authority may reasonably require in order to consider the application of the Transfer Regulations on the termination, partial termination or expiry of this Contract;
- (b) supply to the Authority such full and accurate and up-to-date information as may be requested by the Authority including the information listed in Appendix 1 to this Schedule 8 Part 2 relating to the employees who are wholly or mainly employed, assigned or engaged in providing the Services or part of the Services under this Contract who may be subject to a Subsequent Relevant Transfer;

- (c) provide the information promptly and in any event not later than three months from the date when a request for such information is made and at no cost to the Authority;
 - (d) acknowledge that the Authority will use the information for informing any prospective New Provider for any services which are substantially the same as the Services or part of the Services provided pursuant to this Contract;
 - (e) inform the Authority of any changes to the information provided under paragraph 3.1.1(a) or 2.1.1(b) up to the Subsequent Transfer Date as soon as reasonably practicable.
- 3.1.2 Three months preceding the termination, partial termination or expiry of this Contract or on receipt of a written request from the Authority the Contractor shall:
- (a) ensure that Employee Liability Information and such information listed in Part A of Appendix 2 of Part 2 of this Schedule 8 (Personnel Information) relating to the Subsequent Transferring Employees is provided to the Authority and/or any New Provider;
 - (b) inform the Authority and/or any New Provider of any changes to the information provided under this Paragraph 2.1.2 up to any Subsequent Transfer Date as soon as reasonably practicable;
 - (c) enable and assist the Authority and/or any New Provider or any sub-contractor of a New Provider to communicate with and meet those employees and their trade union or other employee representatives.
- 3.1.3 No later than 28 days prior to the Subsequent Transfer Date the Contractor shall provide the Authority and/or any New Provider with a final list of the Subsequent Transferring Employees together with the information listed in Part B of Appendix 2 of Part 2 of this Schedule 8 (Personnel Information) relating to the Subsequent Transferring Employees. The Contractor shall inform the Authority and/or New Provider of any changes to this list or information up to the Subsequent Transfer Date.
- 3.1.4 Within 14 days following the relevant Subsequent Transfer Date the Contractor shall provide to the Authority and/or any New Provider the information set out in Part C of Appendix 2 of this Schedule 8 in respect of Subsequent Transferring Employees.
- 3.1.5 Paragraphs 3.1.1 and 3.1.2 of this Schedule are subject to the Contractor's obligations in respect of the Data Protection Legislation and the Contractor shall use its best endeavours to obtain the consent of its employees (and shall procure that its Sub-Contractors use their best endeavours to obtain the consent of their employees) to the extent necessary under the Data Protection Legislation or provide the data in an anonymous form in order to enable disclosure of the information required under paragraphs 3.1.1 and 3.1.2. Notwithstanding this paragraph 2.1.5, the Contractor acknowledges (and shall procure that its Sub-Contractors acknowledge) that they are required to provide sufficient information to the Authority to enable the Authority to determine the nature of the activities being undertaken by employees engaged in providing the Services, to assess whether there is an organised grouping for the purposes of the Transfer Regulations and to assess who is assigned to such organised grouping. To the extent that anonymous data has been provided by the Contractor pursuant to its obligations under Paragraph 2.1.1 or 2.1.2 above, the Contractor shall provide full data to the Authority no later than 28 days prior to the Subsequent Transfer Date.
- 3.1.6 On notification to the Contractor by the Authority of a New Provider or within the period of six months prior to the Termination Date or after service of a notice to

terminate this Contract (whether in whole or in part), whichever is earlier and in any event on receipt of a written request by the Authority, the Contractor shall not and shall procure that an Employing Sub-Contractor shall not:

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

save in the ordinary course of business and with the prior written consent of the Authority (not to be unreasonably withheld or delayed) and the Contractor shall indemnify and keep indemnified the Authority in respect of any reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any breach of paragraphs 3.1.1, 3.1.2, 2.1.3, 2.1.4 or 3.1.6 of this Schedule 8 Part 2.

- 3.1.7 The Authority may at any time prior to the period set out in paragraph 2.1.5 of this Schedule 8 Part 2 request from the Contractor any of the information in sections 1(a) to (d) of Appendix 1 and the Contractor shall and shall procure any Sub-Contractor will provide the information requested within 28 days of receipt of that request.

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

- 3.2.1 To the extent that the Transfer Regulations apply on expiry, termination or partial termination of this contract, the Contractor shall and shall procure any Employing Sub-Contractor shall and the Authority shall and shall procure that a New Provider shall in such circumstances:
- (a) before and in relation to the Subsequent Transfer Date liaise with each other and shall co-operate with each other in order to implement effectively the smooth transfer of the Subsequent Transferring Employees to the Authority and/or a New Provider; and
 - (b) comply with their respective obligations under the Transfer Regulations including their obligations to inform and consult under Regulation 13 of the Transfer Regulations.

3.3 **Unexpected Subsequent Transferring Employees**

- 3.3.1 If a claim or allegation is made by an employee or former employee of the Contractor or any Employing Sub-Contractor who is not named on the list of Subsequent Transferring Employees provided under paragraph 2.1.3 (an "**Unexpected Subsequent Transferring Employee**") that he has or should have transferred to the Authority and/or New Provider by virtue of the Transfer Regulations, the Party receiving the claim or allegation shall notify the other Party (or the Contractor shall notify the Authority on the Sub-Contractor's behalf and the Authority shall notify the Contractor on the New Provider's behalf) in writing as soon as reasonably

practicable and no later than ten Business Days after receiving notification of the Unexpected Subsequent Transferring Employee's claim or allegation, whereupon:

- (a) the Contractor shall (or shall procure that the Employing Sub-Contractor shall), as soon as reasonably practicable, offer and/or confirm continued employment to the Unexpected Subsequent Transferring Employee or take such other steps so as to effect a written withdrawal of the claim or allegation; and
- (b) if the Unexpected Subsequent Transferring Employee's claim or allegation is not withdrawn or resolved the Contractor shall notify the Authority (who will notify any New Provider who is a party to such claim or allegation), and the Authority (insofar as it is permitted) and/or New Provider (as appropriate) shall employ the Unexpected Subsequent Transferring Employee or as soon as reasonably practicable, (subject to compliance with its obligations at paragraph 2.3.1(c)(iii)), serve notice to terminate the Unexpected Subsequent Transferring Employee's employment in accordance with his contract of employment; and
- (c) the Contractor shall indemnify the Authority against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any of the following liabilities incurred by the Authority or New Provider in dealing with or disposing of the Unexpected Subsequent Transferring Employee's claim or allegation:
 - (i) any additional costs of employing the Unexpected Subsequent Transferring Employee up to the date of dismissal where the Unexpected Subsequent Transferring Employee has been dismissed in accordance with paragraph 2.3.1(b);
 - (ii) any liabilities acquired by virtue of the Transfer Regulations in relation to the Unexpected Subsequent Transferring Employee;
 - (iii) any liabilities relating to the termination of the Unexpected Subsequent Transferring Employee's employment but excluding such proportion or amount of any liability for unfair dismissal, breach of contract or discrimination attributable:
 - (A) to a failure by the Authority or a New Provider to act reasonably to mitigate the costs of dismissing such person);
 - (B) directly or indirectly to the procedure followed by the Authority or a New Provider in dismissing the Unexpected Transferee; or
 - (C) to the acts/omissions of the Authority or a New Provider not wholly connected to the dismissal of that person;
 - (iv) any liabilities incurred under a settlement of the Unexpected Subsequent Transferring Employee's claim which was reached with the express permission of the Contractor (not to be unreasonably withheld or delayed);
 - (v) reasonable administrative costs incurred by the Authority or New Provider in dealing with the Unexpected Subsequent Transferring Employee's claim or allegation, subject to a cap per Unexpected Subsequent Transferring Employee of £5,000; and
 - (vi) legal and other professional costs reasonably incurred;

- 3.3.2 the Authority shall be deemed to have waived its right to an indemnity under paragraph 3.3.1(c) if it fails without reasonable cause to take, or fails to procure any New Provider takes, any action in accordance with any of the timescales referred to in this paragraph 3.3.

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

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

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

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

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

- 3.4.3 In the event of a Subsequent Relevant Transfer, the Authority shall indemnify the Contractor in respect of all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and other liabilities arising out of or in connection with or as a result of a substantial change by the Authority [or a New Provider or any sub-contractor of a New Provider] on or after the Subsequent Transfer Date to the working conditions of any Subsequent Transferring Employee to the material detriment of any such Subsequent Transferring Employee. For the purposes of this paragraph 3.4.3, the expressions "substantial change" and "material detriment" shall have the meanings as are ascribed to them for the purposes of Regulation 4(9) of the Transfer Regulations.

3.5 Contracts (Rights of Third Parties) Act 1999

- 3.5.1 A New Provider may enforce the terms of paragraph 3.3 and 3.4 against the Contractor in accordance with the Contracts (Rights of Third Parties) Act 1999.
- 3.5.2 The consent of a New Provider (save where the New Provider is the Authority) is not required to rescind, vary or terminate this Contract.
- 3.5.3 Nothing in this paragraph 2.5 shall affect the accrued rights of the New Provider prior to the rescission, variation, expiry or termination of this Contract.

3.6 **General**

- 3.6.1 The Contractor shall not recover any Costs and/or other losses under this Schedule 8 where such Costs and/or losses are recoverable by the Contractor elsewhere in this Contract and/or are recoverable under the Transfer Regulations or otherwise.

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

1. Pursuant to paragraph 2.1.1(b) of Part 2 of this Schedule 8, the following information will be provided:
 - a) The total number of individual employees (including any employees of Sub-Contractors) that are currently engaged, assigned or employed in providing the Services and who may therefore be transferred. Alternatively the Contractor should provide information why any of their employees or those of their Sub-Contractors will not transfer;
 - b) The total number of posts or proportion of posts expressed as a full-time equivalent value that currently undertakes the work that is to transfer;
 - c) The preceding 12 months total pay costs – (Pay, benefits employee/employer ERNIC and Overtime);
 - d) Total redundancy liability including any enhanced contractual payments;
2. In respect of those employees included in the total at 1(a), the following information:
 - a) Age (not date of Birth);
 - b) Employment Status (i.e. Fixed Term, Casual, Permanent);
 - c) Length of current period of continuous employment (in years, months) and notice entitlement;
 - d) Weekly conditioned hours of attendance (gross);
 - e) Standard Annual Holiday Entitlement (not "in year" holiday entitlement that may contain carry over or deficit from previous leave years);
 - f) Pension Scheme Membership;
 - g) Pension and redundancy liability information;
 - h) Annual Salary;
 - i) Details of any regular overtime commitments (these may be weekly, monthly or annual commitments for which staff may receive an overtime payment);
 - j) Details of attendance patterns that attract enhanced rates of pay or allowances;
 - k) Regular/recurring allowances;
 - l) Outstanding financial claims arising from employment (i.e. season ticket loans, transfer grants);
3. The information to be provided under this Appendix 1 should not identify an individual employee by name or other unique personal identifier unless such information is being provided 28 days prior to the Subsequent Transfer Date.
4. The Contractor will provide (and will procure that the Sub-Contractors provide) the Authority/tenderers with access to the Contractor's and Sub-Contractor's general employment terms and conditions applicable to those employees identified at paragraph 1(a) of this Appendix 1.

PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS CONTRACT

Part A

4. Pursuant to paragraph 3.1.2 of this Schedule 8, part 2, the written statement of employment particulars as required by section 1 of the Employment Rights Act 1996 together with the following information (save where that information is included within that statement) which will be provided to the extent it is not included within the written statement of employment particulars:

4.1 Personal, Employment and Career

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

4.2 **Superannuation and Pay**

- a) Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken during the last two years;
- b) Annual salary and rates of pay band/grade;
- c) Shifts, unsociable hours or other premium rates of pay;
- d) Overtime history for the preceding twelve-month period;
- e) Allowances and bonuses for the preceding twelve-month period;
- f) Details of outstanding loan, advances on salary or debts;
- g) Pension Scheme Membership;
- h) For pension purposes, the notional reckonable service date;
- i) Pensionable pay history for three years to date of transfer;
- j) Percentage of any pay currently contributed under additional voluntary contribution arrangements; and
- ki Percentage of pay currently contributed under any added years arrangements.

4.3 **Medical**

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

4.4 **Disciplinary**

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

4.5 **Further information**

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

Part B

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

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

PART C

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

4.7.1 Performance Appraisal

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

4.7.2 Superannuation and Pay

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