



# Ministry of Defence

**Contract Number: 701224378**

**For: Provision of Manned Guarding Service at RAF  
Wyton**

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

**Team Name and address:**

UK Strategic Command Commercial  
Defence Intelligence  
SpurB2, Building 405  
MOD Corsham  
Westwells Road  
Corsham  
SN13 9NR

Names/e-mail and postal addresses/telephone  
numbers/commercially sensitive information  
redacted.

**And**

**Contractor Name and Address:**

CORPS Security (UK) Limited  
Market house  
85 Crowcross Street  
London  
EC1M 6PF

Names/e-mail and postal addresses/telephone  
numbers/commercially sensitive information  
redacted.

# Standardised Contracting Terms

## SC2

### 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) and Schedule 8 (Acceptance Procedure);

(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 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.I.

(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. The Contractor shall ensure that timber and wood-containing products supplied under the Contract comply with the provisions of condition 25 (Timber and Wood-Derived Products) and Annex I and Annex II of the International Standards for Phytosanitary Measures, "Guidelines for Regulating Wood Packaging Material in International Trade", Publication No 15 (ISPM 15).

o. All Packaging shall meet the requirements of the Packaging (Essential Requirements) Regulations 2003 (as amended) where applicable.

p. 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).

q. 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.

r. 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.

s. 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/>

t. 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.

u. In the event of conflict between the Contract and Def Stan 81-041, the Contract shall take precedence.

## **24. Supply of Hazardous Materials or Substances in Contractor Deliverables**

a. The Contractor shall provide to the Authority:

(1) for each hazardous material or substance supplied, a Safety Data Sheet (SDS) in accordance with the extant Chemicals (Hazard Information and Packaging for Supply) Regulations (CHIP) and / or the Classification, Labelling and Packaging (CLP) Regulation 1272/2008 (whichever is applicable), and

(2) for each Contractor Deliverable containing hazardous materials or substances, safety information as required by the Health and Safety at Work, etc Act 1974, at the time of supply.

Nothing in this Condition shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor.

b. If the Contractor Deliverable contains hazardous materials or substances, or is a substance falling within the scope of the REACH Regulation (EC) No 1907/2006:

- (1) the Contractor shall provide to the Authority an SDS for the substance in

accordance with the Regulation. If the Contractor becomes aware of new information which may affect the risk management measures or new information on the hazard, the Contractor shall update the SDS and forward it to the Authority and to the address listed in clause 24.h below, and

(2) the Authority, if it becomes aware of new information regarding the hazardous properties of the substance, or any other information that might call into question the appropriateness of the risk management measures identified in the SDS supplied, shall report this information in writing to the Contractor.

c. If the Contractor is required, under, or in connection with the contract, to supply Contractor Deliverables or components of Contractor Deliverables that, in the course of their use, maintenance, disposal, or in the event of an accident, may release hazardous materials or substances, they shall provide to the Authority a list of those hazardous materials or substances, and for each hazardous material or substance listed, provide an SDS.

d. The Contractor shall provide to the Authority a completed Schedule 6 (Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements) in accordance with Schedule 3 (Contract Data Sheet).

e. If the Contractor Deliverables, materials or substances are ordnance, munitions or explosives, in addition to the requirements of CHIP and / or the CLP Regulation 1272/2008 (whichever is applicable) and REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.

f. If the Contractor Deliverables, materials or substances are or contain or embody a radioactive substance as defined in the Ionising Radiation Regulations SI 1999/3232, the Contractor shall additionally provide details of:

(1) activity;

(2) the substance and form (including any isotope);

g. If the Contractor Deliverables, materials or substances have magnetic properties, the Contractor shall additionally provide details of the magnetic flux density at a defined distance, for the condition in which it is packed.

h. Any SDS to be provided in accordance with this Condition, including any related information to be supplied in compliance with the Contractor's statutory duties under Clause 24.a, any information arising from the provisions of Clauses 24.e, 24.f and 24.g and the completed Schedule 6, shall be sent directly to the Authority's Representative (Commercial) as soon as practicable, and no later than one (1) month prior to the Contract delivery date, unless otherwise stated in Schedule 3 (Contract Data Sheet). In addition, so that the safety information can reach users without delay, a copy shall be sent preferably as an email with attachment(s) in Adobe PDF or MS WORD format, or, if only hardcopy is available, to the addresses below:

(1) Hard copies to be sent to:

Hazardous Stores Information System (HSIS)

Department of Safety & Environment, Quality and Technology (DS & EQT)

Spruce 2C, #1260,

MOD Abbey Wood (South)

Bristol BS34 8JH

(2) Emails to be sent to:

[DESTECH-QSEPEnv-HSISMulti@mod.gov.uk](mailto:DESTECH-QSEPEnv-HSISMulti@mod.gov.uk) Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Contractor Deliverables. Any withholding of information concerning hazardous Contractor Deliverables, materials or substances shall be regarded as a material breach of Contract under Condition 43 (Material Breach) for which the Authority reserves the right to require the Contractor to rectify the breach immediately at no additional cost to the Authority or to terminate the Contract in accordance with Condition 43.

i. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

## **25. Timber and Wood-Derived Products**

- a. All Timber and Wood-Derived Products supplied by the Contractor under the Contract:
- (1) shall comply with the Contract Specification; and
  - (2) must originate either:
    - (a) from a Legal and Sustainable source; or
    - (b) from a FLEGT-licensed or equivalent source.
- b. In addition to the requirements of clause 25.a, all Timber and Wood-Derived Products supplied by the Contractor under the Contract shall originate from a forest source where management of the forest has full regard for:
- (1) identification, documentation and respect of legal, customary and traditional tenure and use rights related to the forest;
  - (2) mechanisms for resolving grievances and disputes including those relating to tenure and use rights, to forest management practices and to work conditions; and
  - (3) safeguarding the basic labour rights and health and safety of forest workers.
- c. If requested by the Authority, the Contractor shall provide to the Authority Evidence that the Timber and Wood-Derived Products supplied to the Authority under the Contract comply with the requirements of clause 25.a or 25.b or both.
- d. The Authority reserves the right at any time during the execution of the Contract and for a period of five (5) years from final Delivery under the Contract to require the Contractor to produce the Evidence required for the Authority's inspection within fourteen (14) days of the Authority's request.
- e. If the Contractor has already provided the Authority with the Evidence required under clause 25.c, the Contractor may satisfy these requirements by giving details of the previous notification and confirming the Evidence remains valid and satisfies the provisions of clauses 25.a or 25.b or both.
- f. The Contractor shall maintain records of all Timber and Wood-Derived Products delivered to and accepted by the Authority, in accordance with condition 18 (Contractor's Records).
- g. Notwithstanding clause 25.c, if exceptional circumstances render it strictly impractical for the Contractor to record Evidence of proof of timber origin for previously used Recycled Timber, the Contractor shall support the use of this Recycled Timber with:
- (1) a record tracing the Recycled Timber to its previous end use as a standalone object or as part of a structure; and
  - (2) an explanation of the circumstances that rendered it impractical to record Evidence of proof of timber origin.
- h. The Authority may disclose the Information:
- (1) The Authority reserves the right to decide, except where in the Authority's opinion the timber supplied is incidental to the requirement and from a low risk source, whether the Evidence submitted to it demonstrates compliance with clause 25.a or 25.b, or both. In the event that the Authority is not satisfied, the Contractor shall commission and meet the costs of an Independent Verification and resulting report that will:
    - (2) verify the forest source of the timber or wood; and
    - (3) assess whether the source meets the relevant criteria of clause 25.b.
- i. The statistical reporting requirement at clause 25.j applies to all Timber and Wood-Derived Products delivered under the Contract. The Authority reserves the right to amend the requirement for statistical reporting, in the event that the UK Government changes the requirement for reporting compliance with the Government Timber Procurement Policy. Amendments to the statistical reporting requirement will be made in accordance with condition 6 (Amendments to Contract).

j. The Contractor shall provide to the Authority, a completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), the data or Information the Authority requires in respect of Timber and Wood-Derived Products delivered to the Authority under the Contract, or in respect of each Order in the case of a Framework Agreement, or at such other frequency as stated in the Contract. The Contractor shall send all completed Schedule 7s (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), including Nil Returns where appropriate, to the Authority's Representative (Commercial).

k. The Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) may be amended by the Authority from time to time, in accordance with condition 6 (Amendments to Contract).

l. The Contractor shall obtain any wood, other than processed wood, used in Packaging from:

(1) companies that have a full registered status under the Forestry Commission and Timber Packaging and Pallet Confederation's UK Wood Packaging Material Marking Programme (more detailed information can be accessed at [www.forestry.gov.uk](http://www.forestry.gov.uk)) and all such wood shall be treated for the elimination of raw wood pests and marked in accordance with that Programme; or

(2) sources supplying wood treated and marked so as to conform to Annex I and Annex II of the International Standard for Phytosanitary Measures, "Guidelines for Regulating Wood Packaging Material in International Trade", Publication No 15 published by the Food and Agricultural Organisation of the United Nations (ISPM15) (more detailed information can be accessed at [www.fao.org](http://www.fao.org)).

## **26. 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).

## **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 in Schedule 8 (Acceptance Procedure). 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 Materiel, it shall be entitled to:

- (1) Retain any Counterfeit Materiel; and/or
  - (2) retain the whole or any part of such Contractor Deliverable or consignment where it is not possible to separate the Counterfeit Materiel 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 Materiel 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 Materiel.

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 Materiel 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 Materiel and disclose information necessary for the identification of similar materiel 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 10 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 10 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 non-EU) 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

Further to DEFCON 532B, DEFFORM 532 (Personal Data Particulars) and Personal Data Aspects letter is at Schedule 11

DEFCON 611 Edn 02/16 Issued Property

DEFCON 625 Edn 10/98 Co-operation on Expiry of Contract

DEFCON 658 (SC2) (Edn. 11/17) - Cyber

Note: Further to DEFCON 658, the Cyber Risk Profile of the Contract has been considered and in accordance with the Cyber Security Model resulted in a Cyber Risk Profile of Moderate. The Risk Assessment Reference is RAR-U36GARFD, as defined in Def Stan 05-138.

DEFCON 659A Edn 02/17 Security Measures

## **General Conditions**

### **Third Party IPR Authorisation**

#### **AUTHORISATION BY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS**

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.

## **Intellectual Property Rights**

Not applicable.

## **Payment Terms**

In addition to SC2 Price and Payment Conditions 35 to 39, payment shall be subject to Special Conditions 46.1 (Price) and 46.2 (KPIs).

## **Special Indemnity Conditions**

See conditions 46.5 (Liability) and 46.6 (Insurances)

## **46 Special conditions that apply to this Contract**

### **46.1. Price**

- a. The Price shall be the total price for the Services including the cost of all labour, materials, equipment, overheads, travel and subsistence, related TUPE costs and all other costs of the Contractor in connection with the Contract for full and proper performance by the Contractor.
- b. The hourly rate takes account of any enhancement to guard's pay for any reason whatsoever eg. Bank holiday working. The Authority will only pay the quoted hourly rate for all hours worked regardless of the rate paid to the guard.
- c. The applicable hourly incentive payment detailed at special condition 46.2 d. will be paid in addition to the standard hourly rate.
- d. Should a change in Government Legislation relating to Pension Reform or Employer's National Insurance contributions occur, the Contractor is entitled to revisit his prices. Any price amendments will be by mutual agreement and must be requested in the first instance by the Contractor. The request must cover full explanation and evidence of the Legislation change, including how the Contractor is directly impacted by the change and a full breakdown of the cost difference. Any change to the price must not exceed the actual cost imposed by the change.
- e. Prices cannot be amended for any other reason whatsoever, except in accordance with 46.1. d. above.

### **46.2. Key Performance Indicators (KPIs)**

- a. Key Performance Indicators (KPIs) enable the Authority to accurately measure performance in key service delivery areas against clear pre-defined targets, highlighting areas of both weak performance where an improvement is necessary, and also areas of strong performance. In addition, KPIs are considered to be of benefit to the Contractor, who should be able to regularly self-assess his performance against the pre-defined targets and, where there are signs of underachievement, take early steps to improve the appropriate aspects of service delivery. The degree of underachievement against KPIs will enable the Authority to calculate what, if any, proportion of payment should be withheld.
- b. The KPIs are those listed in Schedule 10 and are numbered against the deliverables detailed in the Statement of Requirement Schedule 9.
- c. An incentive payment will be attached to the following KPIs –
  - (1) Contracted hours fully covered
  - (2) Duty staff suitably security cleared
- d. The following scaling system will be applied depending on the level of performance against the KPIs detailed at 46.2. c. above –

All shifts within contract month manned correctly – 100% of incentive payment paid

1 shift within contract month not manned correctly – 80% of incentive payment paid

2 shifts within contract month not manned correctly; 60% of incentive payment paid

3 shifts within contract month not manned correctly; 40% of incentive payment paid

4 shifts within contract month not manned correctly; 20% of incentive payment paid

5 or more shifts within contract month not manned correctly; 0% of incentive payment paid

e. The incentive payments are listed within Schedule 2 the Schedule of Requirements.

f. A contract month means the first day of the calendar month to the last day of the calendar month inclusive.

g. Any shifts not manned correctly within a contract month will affect the incentive payment applied to ALL hours worked within that contract month.

h. General Principals of Key Performance Indicator Incentivisation System

(1) It is intended that the standard hourly rate listed within the Contract will equal 90% of your price. Therefore the Firm prices detailed in Schedule 2 the Schedule of Requirements are equivalent to 90%. The hourly rate quoted will be paid for every hour worked by a Security Officer or Contract Manager. Prices should be per officer, per hour.

(2) If the following Key Performance Indicators (KPIs) are both met, then the remaining 10% will be paid as an incentivisation payment. Should either KPI not be met, the following scaling system will be used –

1 shift not manned correctly; 80% of incentive payment paid

2 shifts not manned correctly; 60% of incentive payment paid

3 shifts not manned correctly; 40% of incentive payment paid

4 shifts not manned correctly; 20% of incentive payment paid

5 or more shifts not manned correctly; 0% of incentive payment paid

(3) Should an officer therefore not be available for a full shift and a suitably cleared replacement cannot be found, you will not be entitled to claim for the hours not covered and all other hours for the payment period will be paid at the standard rate plus 8% of the incentivisation payment.

### **46.3 Option Period**

a. In addition to the Periods detailed at Items 1, 2 3 and 4 of Schedule 2 (Schedule of Requirements), the Contractor hereby grants to the Authority the irrevocable option to purchase up to one further Period as detailed at Item 5 of Schedule 2 . The Firm and Max Prices in Schedule 2 shall apply accordingly to any such extended period.

b. Any additional purchase of options shall be in accordance with the terms and conditions set out in this contract, it being agreed that the Authority has no obligation to exercise such options.

c. The Authority shall give written notice to the Contractor if it wishes to do so no less than 30 (thirty) days before the Expiry Date. The provisions of this Contract will continue to apply throughout any extended period.

d. The Authority shall have the right to exercise the option by the specified dates or within such further period as corresponds to the aggregate of any period(s):

(1). of delay in the delivery programme whether constituting any breach of the Contract or resulting from any force majeure event, or

(2) . for the duration of which the Authority is prevented from exercising any such option due to any other breach of the Contract by the Contractor.

e. The Authority shall not be obliged to exercise the option.

#### **46.4. Disputed Amounts**

a. The Authority may withhold payment of any amount it believes the Contractor is not entitled to pursuant to this Contract (“**Disputed Amount**”) pending agreement or determination of the Contractor’s entitlement in relation to the Disputed Amount, subject to notifying the Contractor of such belief (and the reasons for it) on or before the day on which the Disputed Amount would (but for this clause 46.4. a.) otherwise fall due.

b. The Authority shall pay any undisputed amounts on or before the day on which they fall due.

c. Within 5 (five) Business Days following receipt by the Contractor of any notice served by the Authority pursuant to clause 46.4.a. above (or such other notice regarding the existence of a Disputed Amount as may be served by the Authority pursuant to this Contract), the Contractor shall respond by notifying the Authority as to whether or not it agrees with the statements made in that notice and the grounds for such agreement or disagreement. If the Contractor indicates that it does agree, or if the Contractor fails to make such a response within that time limit, the Authority shall be entitled:

(1) to retain in a permanent basis any amounts withheld pursuant to clause 46.4.a.;

and

(2) to reclaim from the Contractor the amount of any over-payment which may have been made to the Contractor, together with any interest on any such amount at the Prescribed Rate calculated on a daily basis and compounded quarterly from the date on which the over-payment was made until that amount has been paid in full and whether before or after judgment.

d. If the Contractor responds pursuant to clause 46.4.c. that it does not agree with all or any of the statements made in any notice served by the Authority pursuant to clause 46.4.a. above (or such other notice regarding the existence of a Disputed Amount as may be served by the Authority pursuant to this Contract), the matter or matters in question shall be determined under condition 40 (Dispute Resolution).

e. If the determination of any Dispute conducted pursuant to condition 46.4.d. shows that:

(1) the Authority has withheld any amount which the Contractor was entitled to be paid; or

(2) the Contractor has claimed under condition 36 (Payment and Recovery of Sums Due) in accordance with condition 46.4 any amount which it was not entitled to be paid,

the Authority shall pay such amount to the Contractor or the Contractor shall repay such amount to the Authority (as relevant) with interest in each case on that amount at the Prescribed Rate calculated on a daily basis and compounded quarterly from the date on which payment should have been made (in the case of failure to pay by the Authority) or from the date on which over-payment was made (in the case of excessive claims by the Contractor) until all relevant monies have been paid in full and whether before or after judgment.

#### **46.5. Liability**

a. Without prejudice to any further or other rights or remedies of the Authority, the Contractor shall indemnify the Authority against:

(1) all loss or damage of MOD property in any way connected with the execution or purported execution of the Contract;

(2) all damage occurring to any Government property, which includes land or buildings, occasioned by the Contractor or by his servants, agents, suppliers or Subcontractors, arising from his or their presence on Government premises in connection with the Contract; provided that the Contractor shall not be under any such liability if he is able to show that such injury, illness, disease, loss or damage was neither caused nor contributed to by the negligent act, omission or default of the Contractor or his servants, agents or any Subcontractor or by any circumstances within his control.

#### **46.6. Insurances**

a. The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of the Contract, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor.

b. The Contractor shall hold Employer's Liability Insurance in respect of staff in accordance with any legal requirement for the time being in force.

c. The Contractor shall produce to the Designated Officer, on request, copies of all insurance policies referred to in this Condition or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

d. If, for whatever reason, the Contractor fails to give effect to and maintain the insurances required by this Contract, the Authority may make alternative arrangements to protect his interests and may recover the costs of such arrangements from the Contractor.

e. The terms of any insurance or the amount of cover shall not relieve the Contractor of any

liabilities under the Contract. It shall be the responsibility of the Contractor to determine the amount of insurance cover required.

f. Neither failure to comply nor full compliance with the insurance provisions of this Contract shall limit or relieve the Contractor of its liabilities and obligations under this Contract.

g. Where any Insurance requires payment of a premium, the Contractor shall be liable for such premium.

h. Where any Insurance is subject to an excess or deductible below which the indemnity from Insurers is excluded the Contractor shall be liable for such excess or deductible and shall indemnify the Authority against any loss or claims which would otherwise be insured but for the excess or deductible. The Contractor shall not be entitled to recover from the Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

#### **46.7 Authority Disclosed Data**

a. Subject to clause 46.7.c.(Fraudulent Statements), the Authority does not give any warranty or undertaking as to the relevance, completeness, accuracy or fitness for any purpose of any data disclosed by the Authority during the course of the procurement of this Contract and neither the Authority nor any of its agents or employees shall be liable to the Contractor in contract, tort (including negligence or breach of statutory duty), statute or otherwise as a result of:

(1) any inaccuracy, omission, unfitness for any purpose or inadequacy of any kind whatsoever in any data disclosed by the Authority during the course of the procurement of this Contract; or

(2) any failure to make available to the Contractor any materials, documents, drawings, plans or other information relating to this Contract.

#### **No Relief**

b. Subject to clause 46.7.c, the Contractor shall not be in any way relieved from any obligation under this Contract nor shall it be entitled to claim against the Authority on grounds that any information, whether obtained from the Authority or otherwise (including information made available by the Authority), is incorrect or insufficient, and shall make its own enquiries as to the accuracy and adequacy of that information.

#### **Fraudulent Statements**

c. Nothing in this clause 46.7.c. shall exclude any liability which the Authority or any of its agents or employees would otherwise have to the Contractor in respect of any statements made fraudulently or fraudulent omissions to make statements prior to the date of this Contract.

#### **46.8. Representatives**

##### **References to Authority and Contractor**

a. Except as provided otherwise under this Contract, any reference to the Authority and the Contractor 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 relevant Party,

shall be deemed to be references to the Authority's Representative and the Contractor's Representative (respectively) in accordance with this clause 46.8.

### **Contractor's Representative**

b. The Contractor shall appoint the person whose name, address and telephone number is set out in Schedule 3 (Contract data Sheet) Clause 19 Notices as the **“Contractor's Representative”** to act as the Contractor's representative in connection with the provision of the Contract Deliverables and generally in connection with this Contract.

### **Authority of Contractor's Representative**

c. The Contractor's Representative shall have full authority to act on behalf of the Contractor for all purposes of this Contract. Unless notified in writing before such act or instruction, the Authority shall be entitled to treat any act of the Contractor's Representative which is authorised by this Contract as being expressly authorised by the Contractor and the Authority shall not be required to determine whether authority has in fact been given.

d. The Contractor shall ensure that the Contractor's Representative acts in accordance with the Contractor's Representative's powers and functions in this Contract.

### **Authority's Representative**

e. The Authority shall appoint the persons whose names, addresses and telephone numbers are set out in Schedule 3 (Contract Data Sheet) as the **“Authority's Representatives”** to act as the Authority's representatives in connection with this Contract.

### **Authority of Authority's Representatives**

f. The Authority's Representatives shall have full authority to act on behalf of the Authority for all purposes of this 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 are authorised by this Contract as being expressly authorised by the Authority and the Contractor shall not be required to determine whether authority has in fact been given.

g. The Authority shall ensure that the Authority's Representatives act in accordance with the Authority's Representatives' powers and functions in this Contract.

h. The Authority shall not be responsible for any Contract Deliverables supplied on the verbal or written order of any person other than the Authority's Representatives.

#### **46.9 VARIATION OF REQUIREMENT**

a. Should the introduction of new technology, changes in operating requirements, or any change in circumstances appear to call for amendments to any of the Establishment Instructions, Publications or Schedules then the Contractor shall bring this to the notice of the Designated Officer immediately.

b. The Authority may, by notice in writing, delete, amend or alter the extent of any service to be provided under the Contract, or add to the Contract any additional services. In the event of such variation of the Contract requirements payment shall be subject to such fair and reasonable adjustment as may be attributable to the variation. For the purposes of agreeing an adjustment, the rates provided by the Contractor at the time of tendering shall be the basis of the calculation.

c. If at any time during the Contract the Contractor considers that additional services are required other than those currently covered by the Contract, he shall immediately inform the Contracts Branch of the requirement and provide to the Authority an estimate of the cost for consideration. Such work shall not proceed until approval has been given in writing by Commercial Branch, Strategic Command.

d. Nothing said, done or written by any person, nor anything omitted to be said, done or written by any person including, but without limitation, any servant or agent of the Authority shall in any way affect the rights of the Authority to modify, affect, reduce or extinguish the obligations and liabilities of the Contractor under the Contract, or deemed to be a waiver of the rights of the Authority, unless stated in writing and signed by Commercial Branch.

#### **49.10. MONITORING AND LIAISON MEETINGS**

a. The Contractor shall be responsible for monitoring his performance of the Contract and provide the Designated Officer with full particulars of any aspects of his said performance which fail to meet the requirements of the Contract, unless otherwise notified in writing by the Authority.

b. The Contractor shall, taking into account all requirements arising from the Contract, issue appropriate operating and procedural instructions in writing to staff engaged on the Contract and provide copies to the Authority of any instructions which withdraw, notify or supplement any instructions previously in force, within 14 days of the issue of any such instructions.

c. Regular meetings between the Authority and the Contractor's Contract Manager and Area Manager shall be held not less frequently than once per month. The Authority will make the necessary arrangements for these meetings which will be held at the offices of the Designated Officer. A record of all meetings shall be made by the Contractor and shall be provided to the Authority within 5 working days. Within 7 working days of each meeting, a member of the Contractor's management is to be available to discuss and resolve any difficulties which cannot be resolved on site.

d. The Contractor shall arrange for the attendance of such members of his staff and those of his Subcontractors or his agents who may be required by the Authority to attend as witnesses at Boards of Enquiry or similar proceedings.

#### **46.11. INDUSTRIAL ACTION**

The Contractor shall, at the Authority's request, immediately replace any guard or supervisor who, in the course of providing services to the Authority, engages in or threatens to engage in, industrial action of any kind.

#### **46.12. BUSINESS OR TRADING ACTIVITY**

Except as provided in this Contract, neither the Contractor nor any of his employees or agents shall carry out any business or trading activity within the confines of the Authority's premises and no advertisement, sign or notice of description shall be exhibited without prior approval, in writing, of the Authority.

#### **46.13. ALLOTMENT, USE & MAINTENANCE OF BUILDINGS, EQUIPMENT & FACILITIES**

a. The Authority shall allot the accommodation and facilities detailed within Schedule 1, Statement of Requirements without charge to the Contractor for the purpose of the Contract.

b. The Contractor shall be entitled to use the said facilities on Ordinary Loan for the purposes of the Contract and no other purpose whatsoever, unless the prior written approval of the Authority has been obtained. The Authority reserves the right to vary numbers and types of the said facilities allotted for the purpose of the Contract.

c. Subject to condition 46.5 (Liability), maintenance and repair of the accommodation, equipment and facilities provided by the Authority shall be carried out by the Authority with no charge to the Contractor except as otherwise laid down.

d. Whilst the Authority shall endeavour to ensure the continuity of the allotted property, services and facilities, any failure to do so shall not be deemed to be breach of the Contract. Under such circumstances, the Contractor shall continue to perform the Contract subject to any changes agreed with the Commercial Branch.

#### **46.14. FUEL ECONOMY**

The Contractor shall ensure that proper attention is paid at all times to economy and conservation in the use of fuels and energy, eg. heating and lighting etc and avoid waste. The Contractor shall comply with any targets for fuel and energy consumption imposed by the Authority.

#### **46.15. BOARDS OF INQUIRY ETC**

The Contractor shall facilitate the attendance as witnesses at Boards of Inquiry, etc of such of his staff as may be invited by the Authority to give evidence.

#### **46.16. PRIVACY**

It shall be the responsibility of the Contractor to ensure that the highest standards of privacy and confidentiality are maintained by his personnel in relation to documents, which bear privacy markings whether classified or not, with which they are entrusted. The same standards of privacy and confidentiality shall be applied to information acquired orally. Unauthorised divulgence of 'In Confidence' information can damage the reputation of an individual. The Contractor shall be aware that the Authority attaches great importance to the protection of the individual.

#### **46.17. CONTRACTOR'S PERSONNEL**

a. Ensure that no Guard or Supervisor accepted for employment is less than 18 years of age, unless they have shown previous and recent satisfactory service in the Armed Forces, or as a uniformed member of a Civilian Police Force or the MOD Guard Service (or has given satisfactory service if employed on the current task being re-tendered if applicable).

b. Satisfy the Authority that every person it is intended to employ on site is respectful of authority, responsible and has the ability to undertake minor clerical tasks in pursuance of his duties and that all reasonable precautions have been taken to ensure trustworthiness.

c. Ensure that the Guard Force is trained, experienced and well able for the task and responsibilities; and further to minimise the extent of knowledge of the Establishment's security procedures, the contractor shall take all reasonable steps to limit changes in staff assigned to and accepted for work on the site or sites. Where changes are unavoidable, the contractor shall give not less than one months' notice of any proposed new staff assignment.

d. Keep the Designated Officer informed of any industrial relations problems or other impending difficulties likely to affect performance of the Contract and use his best endeavours to avoid industrial disputes or stoppages involving staff employed on the Contract;

e. Be entirely liable for setting the pay and conditions of service of staff;

f. Be entirely liable for any costs and payment of redundancy awards to his staff on expiry or termination of the Contract.

#### **46.18. MEDICAL CRITERIA**

The Contractor will provide personnel in general good health who should demonstrate mobility by undergoing physical tests. Eyesight, hearing and sense of smell should be checked. Procedures should be in operation to ensure that the physical condition of persons is maintained during the length of contract. If there is a change in a person's duties, further physical tests should be performed by the person if appropriate. Persons employed for security duties should be aged over 18 years unless employed in accordance with condition 46.17 a. above. Persons over 65 years should undergo annual medical examinations to ensure fitness for duty. The Contractor will be required to confirm that in each and every case that they have established that their Guards or Supervisors are medically fit. If this is subsequently found not to be so, the Guard or Supervisor should be withdrawn by the Contractor and replaced by an approved substitute. The cost of any medical examinations required will be borne by the Contractor.

#### **46.19. CONTRACTOR'S REPRESENTATIVE - REMOVAL**

If in the opinion of the Authority, any representative or agent of the Contractor shall misconduct himself or be incapable of efficiently performing his duties, or it shall not be in the public interest for any person to be employed or engaged by the Contractor, the Contractor shall remove such person without delay on being required to do so and shall cause the work to be performed by such other person as may be necessary, in default of which the Authority may employ such other persons as he may deem necessary for the purpose of carrying out the work and recover from the Contractor the additional cost thereby incurred. The decision of the Authority shall be final and conclusive.

#### **46.20. TENSION, HOSTILITIES AND EMERGENCY**

In the event of tension, hostilities or emergency the Authority will advise the Contractor of any necessary alterations to the Contract and will negotiate a suitable adjustment to its terms and conditions.

#### **46.21. ACCESS, PERFORMANCE & MONITORING**

a. Day to day monitoring of the performance of the Contract will be the responsibility of the

Designated Officer assisted as necessary by other representatives of the Authority. The Designated Officer and others shall be afforded every facility to carry out their duties which may include inspections to take place on a "no notice" basis. Such inspections may be undertaken in conjunction with the Contractors Inspectorate.

b. The Contractor shall, taking into account all requirements, issue appropriate operating and procedural instructions in writing to all staff and provide copies to the Designated Officer for agreement prior to the start of the Contract.

c. The Contractor shall provide adequate supervision of the guard force in consultation with the Designated Officer who will monitor the day-to-day performance of the guards and will take up with the Contractor's nominated representative any shortcomings in the performance of their tasks. The Contractors will remedy such shortcomings on being advised.

d. During silent hours duties, frequent communication between site and area control either by telephone or radio is essential. The frequency may be varied according to the importance of that which is being protected but once per hour is normal with irregular "reverse" calls being made by Control to ensure that all is well. Any missed calls from the site must be investigated immediately by the company.

e. The Contractor shall give reasonable access and facilities to representatives of the Authority to permit the observance of the performance of the Contract and shall make available for inspection as required the allotted equipment, buildings and facilities;

f. In order to discharge its responsibilities under all current legislation appropriate to the services being provided by the Contractor, the Authority reserves the right to make safety inspections within the Contractor's area of responsibility at the Unit at any time without prior notice.

#### **46.22 Mandatory Quality and Security Certification**

a. In accordance with Schedule 9 (Statement of Requirement) contractor obligations at 1.2 and 1.3, the Contractor shall, and shall procure that its Sub-contractors shall maintain the following certification and accreditation throughout the duration of the contract term, providing copies or a summary of valid certification in the format agreed with the Authority Project Manager representative on an annual basis.

- (1) The Security Industry Authority (SIA) Approved Contractor Scheme
- (2) ISO 9001:2000 Quality Management and Quality Assurance Standards
- (3) BS 7499:2007 Code of Practice for Static Guarding, mobile patrols and key-holding services

b. Any costs associated with obtaining and maintaining the certification and accreditation at condition 46.22 a. shall be solely at the Contractor's expense.

## Schedules

### Schedule 1 - Definitions of Contract

<b>Articles</b>	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. <b>(This definition only applies when DEFCONs are added to these Conditions);</b>
<b>Authority</b>	means the Secretary of State for Defence acting on behalf of the Crown;
<b>Authority's Representative(s)</b>	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;
<b>Business Day</b>	means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;
<b>Central Government Body</b>	<p>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:</p> <ul style="list-style-type: none"><li>a. Government Department;</li><li>b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</li><li>c. Non-Ministerial Department; or Executive Agency;</li></ul>
<b>Collect</b>	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;
<b>Commercial Packaging</b>	means commercial Packaging for military use as described in Def Stan 81-041 (Part 1)

<b>Conditions</b>	means the terms and conditions set out in this document;
<b>Consignee</b>	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;
<b>Consignor</b>	means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;
<b>Contract</b>	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition 6 (Amendments to Contract);
<b>Contract Price</b>	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.
<b>Contractor</b>	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;
<b>Contractor Commercially Sensitive Information</b>	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;
<b>Contractor Deliverables</b>	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 (RID);
- d. International Maritime Dangerous Goods (IMDG) Code;
- 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.

<b>DBS Finance</b>	means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet);
<b>DEFFORM</b>	means the MOD DEFFORM series which can be found at <a href="https://www.aof.mod.uk">https://www.aof.mod.uk</a> ;
<b>DEF STAN</b>	means Defence Standards which can be accessed at <a href="https://www.dstan.mod.uk">https://www.dstan.mod.uk</a> ;
<b>Deliver</b>	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;
<b>Delivery Date</b>	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;
<b>Denomination of Quantity (D of Q)</b>	means the quantity or measure by which an item of material is managed;
<b>Design Right(s)</b>	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
<b>Diversion Order</b>	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);
<b>Effective Date of Contract</b>	means the date specified on the Authority's acceptance letter;
<b>Evidence</b>	means either: <ul style="list-style-type: none"><li>a. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or</li><li>b. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;</li></ul>
<b>Firm Price</b>	means a price (excluding VAT) which is not subject

	to variation;
<b>FLEGT</b>	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;
<b>Government Furnished Assets (GFA)</b>	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;
<b>Hazardous Contractor Deliverable</b>	means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;
<b>Independent Verification</b>	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";
<b>Information</b>	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;
<b>Issued Property</b>	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;
<b>Legal and Sustainable</b>	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;
<b>Legislation</b>	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;
<b>Military Level Packaging (MLP)</b>	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;
<b>Military Packager Approval Scheme (MPAS)</b>	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) 81-041 (Part 4);
<b>Military Packaging Level (MPL)</b>	shall have the meaning described in Def Stan 81-041 (Part 1);
<b>MPAS Registered Organisation</b>	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;
<b>MPAS Certificated Designer</b>	shall mean an experienced Packaging designer trained and certified to MPAS requirements;
<b>NATO</b>	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;
<b>Notices</b>	shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;
<b>Overseas</b>	shall mean non UK or foreign;
<b>Packaging</b>	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;
<b>Packaging Design Authority (PDA)</b>	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;
<b>Parties</b>	means the Contractor and the Authority, and Party shall be construed accordingly;
<b>Primary Packaging Quantity(PPQ)</b>	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);
<b>Recycled Timber</b>	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: <ul style="list-style-type: none"> <li>a. pre-consumer reclaimed wood and wood fibre and industrial by-products;</li> <li>b. post-consumer reclaimed wood and wood fibre, and driftwood;</li> <li>c. reclaimed timber abandoned or confiscated at least ten years previously;</li> </ul> it excludes sawmill co-products;
<b>Safety Data Sheet</b>	has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);
<b>Schedule of Requirements</b>	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;
<b>Short-Rotation Coppice</b>	means a specific management regime whereby the poles of trees are cut every one to two 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;
<b>Specification</b>	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 Symbologies which can be sourced at <https://www.dstan.mod.uk/faqs.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.

## Annex to Schedule 1

### Additional Definitions of Contract law. Conditions 45 - 47 (Additional Conditions)

In this Contract the following words and expressions shall be deemed to have the following meanings:

'Commencement Date' means (1<sup>st</sup> July 2021)

'Contractor Default' means any one or more of the following:

- (a) a failure by the Contractor to provide the Contractor Deliverables (or a material part thereof);
- (b) the occurrence of a Persistent Breach;
- (c) the occurrence of an insolvency or bankruptcy pursuant to Contract Condition 41 (Termination for Insolvency or Corrupt Gifts);
- (d) the occurrence of a Prohibited Act as defined in Contract Condition 41 (Termination for Insolvency or Corrupt Gifts);
- (e) a failure by the Contractor to provide the Contract Deliverables in accordance with the Schedule of Requirements;

'Contract Deliverables' means Guarding Services which the Contractor is required to provide under this Contract in accordance with the Schedule of Requirements;

'Contract Payment' means the amount payable to the Contractor by the Authority under this Contract in respect of the Contractor's provision of the Contract Deliverables;

'Expiry Date' means 30th June 2025 unless extended by the Authority in accordance with Clause 46.3 (Option Period).

'Good Industry Practice' means that degree of skill, care, prudence and foresight and operating practice which would reasonably and ordinarily be expected from time to time of a skilled and experienced operator engaged in the same type of undertaking as that of the Contractor under the same or similar circumstances;

'Manned Guarding Services' means guarding services provided in accordance with Schedules 9 and 10.

'Ordinary Loan' means the issue of materiel, without charge, for a particular purpose and for a specified period, at the end of which the item is intended to be returned unchanged, except for fair wear and tear.

'Persistent Breach' means 3 (three) or more breaches (the "**Subsequent Breaches**") by the Contractor of one of its obligations under this Contract, provided:

- (a) that the Authority has previously served on the Contractor a notice ("**Warning Notice**") correctly stating that the Contractor has, in the 6 (six) month period prior to the service of such Warning Notice, breached such obligation under this Contract on 3 (three) or more occasions;
- (b) that the Contractor's Subsequent Breaches of such obligation take place during the 6 (six) month period following the service of such Warning Notice; and

no service of a Warning Notice may be based on any breaches of such obligation that have already been the subject of a Warning Notice;

'Prescribed Rate' means 2 (two) percent above the base rate of The Bank of England;

'Relevant Authority' means any court with the relevant jurisdiction and any local, national or supranational agency, inspectorate, minister, ministry, official or public or statutory person of the government of the United Kingdom.

'Tax' means any kind of tax, duty, levy or other charge (other than VAT) whether or not similar to any in force at the date of this Contract and whether imposed by a local, governmental or other Relevant Authority in the United Kingdom or elsewhere;

'Termination Date' means the date of any early termination of this Contract pursuant to Contract Condition 42 (Termination for Convenience).

## Schedule 2 - Schedule of Requirements for Services for Contract No: 701224378

For: Provision of Guarding Services for Pathfinder Building at RAF Wyton

Item Number	Description	Firm Price per Officer per hour excluding VAT £	Firm Incentive Payment Price per Officer per hour excluding VAT £	Total Max Price Per Period excluding VAT £
1	The provision of a Manned Security Guarding Service in accordance with Schedules 9 and 10. <b>Period 1 – from 1<sup>st</sup> July 2021 – 30<sup>th</sup> June 2022</b>	Price Redacted	Price Redacted	Price Redacted
2	The provision of a Manned Security Guarding Service in accordance with Schedules 9 and 10. <b>Period 2 – from 1<sup>st</sup> July 2022 – 30<sup>th</sup> June 2023</b>	Price Redacted	Price Redacted	Price Redacted
3	The provision of a Manned Security Guarding Service in accordance with Schedules 9 and 10. <b>Period 3 – from 1<sup>st</sup> July 2023 – 30<sup>th</sup> June 2024</b>	Price Redacted	Price Redacted	Price Redacted
4	The provision of a Manned Security Guarding Service in accordance with Schedules 9 and 10. <b>Period 4 – from 1<sup>st</sup> July 2024 – 30<sup>th</sup> June 2025</b>	Price Redacted	Price Redacted	Price Redacted
5	The provision of a Manned Security Guarding Service in accordance with Schedules 9 and 10. <b>(Option) Period 5 – from 1<sup>st</sup> July 2025 – 31<sup>st</sup> March 2026</b> Subject to clause 46.3 (Option Period)	Price Redacted	Price Redacted	Price Redacted

Total Maximum Price Inc Delivery \*\*

£3,474,896.57

### Schedule 3 - Contract Data Sheet

<b>General Conditions</b>
<b>Condition 2 – Duration of Contract:</b> The Contract Commencement Date shall be 1 <sup>st</sup> July 2021. The Contract Expiry Date shall be 30th June 2025 with up to one additional option period of 9 months to a maximum duration of 4 years and 9 months.
<b>Condition 4 – Governing Law:</b>  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:  Not Applicable
<b>Condition 8 – Authority’s Representatives:</b>  The Authority’s Representatives for the Contract are as follows:  Commercial: Names/e-mail and postal addresses/telephone numbers/commercially sensitive information redacted (as per DEFFORM 111)  Project Manager: Names/e-mail and postal addresses/telephone numbers/commercially sensitive information redacted (as per DEFFORM 111)
<b>Condition 19 – Notices:</b>  Notices served under the Contract shall be sent to the following address:  Authority: UK Strat Com, Spur 2, Building 405, MOD Corsham, Westwells Road, Corsham, SN13 9NR (as per DEFFORM 111)  Contractor: Corps Security (UK) Limited  Notices can be sent by electronic mail? Yes
<b>Condition 20.a – Progress Meetings:</b>  The Contractor shall be required to attend the following meetings:  As detailed in Schedule 9 (Statement of Requirements) and clause 46.10 (Monitoring and Liaison Meetings).
<b>Condition 20.b – Progress Reports:</b>

The Contractor is required to submit the following Reports:

As detailed in Schedule 9 (Statement of Requirements).

Reports shall be Delivered to the following address:

To the Project Manager detailed in DEFFORM 111

#### **Supply of Contractor Deliverables**

##### **Condition 21 – Quality Assurance:**

Is a Deliverable Quality Plan required for this Contract? No

If required, the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within 0 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:

As detailed in Schedule 9 (Statement of Requirements).

##### **Condition 22 – Marking of Contractor Deliverables:**

Special Marking requirements:

Not Applicable

##### **Condition 24 - Supply of Data for Hazardous Contractor Deliverables, Materials and Substances:**

A completed Schedule 6 (Hazardous Contractor Deliverables, Materials or Substance Statement), and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:

- a) The Authority's Representative (Commercial)
- b) Defence Safety Authority – DSA-DLSR-MovTpt-DGHSIS@mod.uk

N/A

##### **Condition 25 – Timber and Wood-Derived Products:**

A completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) is to be provided by e-mail with attachments in Adobe PDF or MS WORD

format to the Authority's Representative (Commercial)  
N/A

**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?

No

Applicable to Line Items: N/A

**Condition 28.b – Delivery by the Contractor:**

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

Not Applicable

Special Delivery Instructions:

Not Applicable

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

**Condition 28.c - Collection by the Authority:**

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

Not Applicable

Special Delivery Instructions:

Not Applicable

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

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

Line Items: TBC Address: Not Applicable

Line Items: TBC Address: Not Applicable

<p>Consignee details (in accordance with condition 23): Not Applicable</p> <p>Line Items: Not Applicable</p> <p>Address: Not Applicable</p>
<p><b>Condition 30 – Rejection:</b></p> <p>The default time limit for rejection of the Contractor Deliverables is thirty (30) days unless otherwise specified here:</p> <p>The time limit for rejection shall be 30 Business Days.</p>
<p><b>Condition 32 – Self-to-Self Delivery:</b></p> <p>Self-to-Self Delivery required?    No</p> <p>If required, Delivery address applicable:</p> <p>Not Applicable</p>
<p><b>Pricing and Payment</b></p>
<p><b>Condition 35 – Contract Price:</b></p> <p>All Schedule 2 line items shall be FIRM Price other than those stated below:</p> <p>Clause 46. refers</p>
<p><b>Termination</b></p>
<p><b>Condition 42 – Termination for Convenience:</b></p> <p>The Notice period for terminating the Contract shall be twenty (20) days unless otherwise specified here:</p> <p>The Notice period for termination shall be 30 Business Days</p>
<p><b>Other Addresses and Other Information</b> <i>(forms and publications addresses and official use information)</i></p>
<p>See Annex A to Schedule 3 (DEFFORM 111)</p>

**Schedule 4 - Contract Change Control Procedure (i.a.w. Clause 6b)**  
**Contract No:701224378**

**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 - (DEFFORM 539A) Contractor's Commercial Sensitive Information Form  
(i.a.w. condition 13)**

**Contract No: :701224378**

Contract No: <b>701224378</b>
Description of Contractor's Commercially Sensitive Information: N/A
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: Names/e-mail and postal addresses/telephone numbers/commercially sensitive information redacted  Position: Key Account Director  Address: 85 Cowcross Street, London, EC1M 6PF  Telephone Number: Names/e-mail and postal addresses/telephone numbers/commercially sensitive information redacted  Email Address: Names/e-mail and postal addresses/telephone numbers/commercially sensitive information redacted

**Schedule 6 - Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract**

**Data Requirements for Contract No:**

**Hazardous Contractor Deliverables, Materials or Substances  
Statement by the Contractor**

Contract No:

Contract Title:

Contractor:

Date of Contract:

\* To the best of our knowledge there are no hazardous Contractor Deliverables, materials or substances to be supplied.

\* To the best of our knowledge the hazards associated with materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty: ) attached in accordance with condition 24.

Contractor's Signature:

Name:

Job Title:

Date:

\* check box (\*\*) as appropriate

.....

To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)  
Department of Safety & Environment, Quality and Technology (D S & EQT)  
Spruce 2C, #1260  
MOD Abbey Wood (South)  
Bristol BS34 8JH

Emails to be sent to:

DESTECH-QSEPEnv-HSISMulti@mod.gov.uk

## **Schedule 7 - Timber and Wood- Derived Products Supplied under the Contract**

### **Data Requirements for Contract No:**

The following information is provided in respect of condition 25 (Timber and Wood-Derived Products):

<b>Schedule of Requirements item and timber product type</b>	<b>Volume of timber Delivered to the Authority with FSC, PEFC or equivalent evidence</b>	<b>Volume of timber Delivered to the Authority with other evidence</b>	<b>Volume (as Delivered to the Authority) of timber without evidence of compliance with Government Timber Procurement Policy</b>	<b>Total volume of timber Delivered to the Authority under the Contract</b>

**Schedule 8 - Acceptance Procedure (i.a.w. condition 29)**

**Contract No: 701224378**

Where applicable, acceptance procedures are detailed in the Schedule 9 (Statement of Requirements).

**Schedule 9 – Statement of Requirement for Provision of a Manned Security Guarding Service**  
**Contract No: 701224378**

<b><u>1. Command &amp; Control</u></b>	<b><u>Requirement</u></b>	<b><u>Additional Information</u></b>	
<p>1.1 The guard force on duty is wholly responsible to the requirements of the Designated Officer in execution of their agreed tasks.</p>	<p>The command chain for the guard force is:</p> <ul style="list-style-type: none"> <li>a. Head of Establishment</li> <li>b. Establishment Security Officer</li> <li>c. Pathfinder Security Manager - Designated Officer (DO)</li> <li>c. DO authorised representative</li> <li>d. Service provider's Contract Manager</li> <li>e. Service provider's Guard Manager</li> <li>f. Service provider's Shift Supervisor</li> </ul>	<p>The Designated Officer is also referred to as the Authority within this document.</p> <p>The DO representative is a member of the Security Section who has been authorised to deputise in his/her absence.</p>	
<p>1.2 Service provider shall be compliant with, registered or accredited as applicable.</p> <p>1.3 Service provider to maintain 1.2 throughout the contract period.</p>	<ul style="list-style-type: none"> <li>a. The Security Industry Authority (SIA) Approved Contractor Scheme.</li> <li>b. ISO 9001:2015 Quality Management and Quality Assurance Standards.</li> <li>c. BS 7499:2013 Code of Practice for Static Guarding, mobile patrols and key-holding services.</li> </ul>	<p>These requirements are measurable within the KPI process.</p>	
<p>1.4 Service provider will be compliant with the Working Time Regulations 1998. (Amended 2007).</p> <p>EU's Working Time Directive (2003/88/EC)</p>	<ul style="list-style-type: none"> <li>a. Average 48-hour week over a nominal 17- week period.</li> <li>b. EU WTD allows in certain circumstances, the 17- week period to be extended to 52.</li> <li>c. Shifts not to exceed 12 hours.</li> <li>d. Maximum 56-hours in 7 consecutive days, must be given 48-hours consecutive time off.</li> <li>e. Service provider to liaise with the DO for his approval in exceptional circumstances if this cannot be met.</li> <li>f. Service provider to factor in concentration times and regular breaks for staff engaged in CCTV monitoring and demonstrate how this is being achieved.</li> <li>c. Breaks (including reading materials) are to be taken away from the workstation (no food is to be consumed within Security Posts and drinks are to be kept in a sealable container no less than 300mm away from console equipment)</li> <li>d. All commitments are to be adequately covered.</li> </ul>	<p>These parameters are measurable within the KPI process.</p>	

1. <u>Command &amp; Control</u>	<u>Requirement</u>	<u>Additional Information</u>	
<p>1.5 Service provider is to provide an adequate pool of employees who are security cleared to the required standards to ensure that the guarding requirements <u>are met at all times</u>.</p>	<p>a. Pre-nominated and approved reserves are to be on 2 hours notice to be on duty.  b. A minimum baseline manning ratio of <b>military sensitive / security information redacted</b>  c. The ratio of nominated reserves shall <b>military sensitive / security information redacted</b>  d. employed for guarding tasks in this contract.  e. Continuity of cover must be provided for rest periods, tea &amp; meal breaks taken by guards or supervisors.  f. Approved reserves may be employed elsewhere within the service provider's company however, priority must be to the commitment of this contract if invoked by the DO.  g. The requirements of 1.4 shall apply to approved reserves utilized on this contract even when not on this site.  h. Approved reserves may be called upon to cover short notice sickness or absence.  i. Approved reservists can also be called upon with 5 working days' notice to provide cover for training as and when required by the DO.</p>	<p>These requirements and parameters are measurable within the KPI process.</p> <p>Approved reserves are permitted to work on other sites; however, compliance with 1.4 will give a level of assurance that they are not fatigued prior to duty.</p>	
<p>1.6 Service provider to ensure all guard force personnel have been approved by the Designated Officer (DO) prior to the security clearance process.</p>	<p>The DO should be made aware of any known reason(s) that could potentially have an impact on an individual's probability of being approved for DV Clearance</p>	<p>UKSV are the vetting authority who ultimately decide whether clearance is approved.</p>	
<p>1.7 Service provider to confirm in writing to the DO, either annually or on change of staff, that the guard or manager is medically fit for employment.</p>	<p>a. If subsequently the guard or manager is found not to meet  b. 1.6 or 1.7, they should be withdrawn and replaced with an approved substitute in the time specified in 1.5  c. Any medication which may have an adverse effect on the guard's ability to perform their duty, must be brought to the attention of the DO, the guard will be prohibited from being assigned to post.  d. Guards must not be colour-blind.</p>	<p>These requirements and parameters are measurable within the KPI process.</p> <p><b>military sensitive / security information redacted</b></p>	

1. <u>Command &amp; Control</u>	<u>Requirement</u>	<u>Additional Information</u>
1.8 Staff Leaving	The service provider must inform the DO or his representative at the earliest opportunity that a staff member is leaving or has left, not to return under this contract. Staff must be de-inducted by the DO or authorised representative on site, travel outside of site to de-induct an individual, shall be at the cost of the service provider	Staff turnover is a measurable on the KPI.
1.9 Service provider is to ensure guards complete and maintain the following training throughout the duration of the contract period. The Guard manager is to keep a documented training and development record for all guards.	<p>a. Security General Threat Brief (Annually)</p> <p>b. Basic Fire Awareness (DLE*) (Annually)</p> <p>c. Display Screen Equipment (DLE*) (every 2 years)</p> <p>d. Equality and Diversity (CSL*) (every 2 years)</p> <p>e. Defence Information Passport (DLE*) (every 3 years)</p> <p>f. GPDR Course (DLE*) (every 3 years)</p> <p>g. Must have Data Protection Act awareness relating to, Control Room practices.</p> <p>h. Full operational effectiveness and skill share is an essential part of this contract.</p> <p>i. The service provider will be expected to demonstrate compliance with requirement (1.9 h) by the operative achieving the following outline knowledge and competency levels:</p> <p>Level 1 – Baseline</p> <p>Level 2 – Operator</p> <p>Level 3 – Practitioner</p> <p>Level 4 – Expert</p> <p>Level 5 – Supervisor</p>	<p>- Provided by the customer Security</p> <p>-These requirements and parameters are measurable within the KPI process.</p> <p>-The authority will deliver training within its scope.</p> <p>-It is for the service provider to fund access to the Defence Learning Portal (DLE) in order to access online training.</p> <p>-Guards will be trained on existing Security System elements including CCTV, Alarms and AACS and VMS</p>

1. <u>Command &amp; Control</u>	<u>Requirement</u>	<u>Additional Information</u>
<p>1.9 Service provider is to ensure guards and on-site supervisors have the following throughout the duration of the contract period. CONTINUED...</p>	<p>j. Minimum requirement of Level 1:</p> <ul style="list-style-type: none"> <li>• Visitor Management System- Guard Level Access</li> <li>• Execute external foot patrols</li> <li>• Compound duties – receipt of collections &amp; deliveries</li> <li>• Escorting outside the building but within the fence line</li> <li>• Conduct Vehicle searching</li> <li>• Understand and apply search and finds procedure</li> <li>• <b>military sensitive / security information redacted</b></li> <li>• <b>military sensitive / security information redacted</b></li> <li>• Mail intake process including suspect package identification and incident process</li> <li>• X-Ray machine basic familiarisation and image interpretation</li> <li>• Visitor process including clearances required, visitor warning lights, prohibited items.</li> <li>• Alarm response procedure</li> <li>• Two Way radio use and protocol</li> <li>• Intercom operation</li> <li>• location and use of barriers and gates</li> <li>• Location of external plant and doors</li> <li>• External fire alarm points, hydrants, firefighting equipment and disabled refuge phone operation</li> <li>• Foyer reception duties</li> <li>• Identification of badges and lanyards and their rational</li> </ul> <p>k. Minimum requirement of Level 2:</p> <ul style="list-style-type: none"> <li>• Level 1 competencies attained</li> <li>• Floor plan layout and familiarisation</li> <li>• Location of all access-controlled doors</li> <li>• Location of all Intruder detection Points</li> <li>• Location of all fence zones</li> <li>• CCTV camera locations known</li> </ul>	<p>Intruder Detection System: <b>military sensitive / security information redacted</b></p> <p>Intercom system: Commend</p> <p>Visitor Management System: <b>military sensitive / security information redacted</b></p> <p>Security Management System: <b>military sensitive / security information redacted</b></p> <p>X-Ray machines: <b>military sensitive / security information redacted</b></p> <p>Level 1. This list is not exhaustive; however, these are typical tasks which can be undertaken by an individual without the requisite clearance level to enter the SAO unescorted.</p> <p>A person with Level 1 competency will not be allowed to work a shift pattern as the core skills do not meet with the SoR.</p> <p>Level 2 onwards, will be suited to individuals who have the required clearance level for unescorted access within the building; the list is typical but not exhaustive.</p> <p>These requirements and parameters are measurable within the KPI process.</p>

1. <u>Command &amp; Control</u>	<u>Requirement</u>	<u>Additional Information</u>
<p>1.9 Service provider is to ensure guards and on-site supervisors have the following throughout the duration of the contract period. CONTINUED.....</p>	<ul style="list-style-type: none"> <li>• Key control process understood</li> <li>• Daily Occurrence Book protocol</li> <li>• Receipt and Issue process</li> <li>• Internal fire alarm points and firefighting equipment</li> <li>• Emergency procedures</li> <li>• X-Ray competent in threat recognition</li> <li>• Reception duties – behind glazing</li> <li>• VMS badge production</li> <li>• Virus checking</li> <li>• <span style="color: red;">military sensitive / security information redacted</span></li> <li>• Identify non-operational electrical equipment and switch it off</li> </ul> <p>l. Minimum requirement of Level 3:</p> <ul style="list-style-type: none"> <li>• Operation of automated access control system (AACS) – locking/unlocking, interpret faults/warning messages</li> <li>• Operation of the Security Management System (SMS) – accept, reset, inhibit</li> <li>• Operation of Intruder Detection System (IDS) – type of sensors, principle of operation</li> <li>• Operation of CCTV- control cameras/monitors, execute virtual patrols</li> <li>• Voice Alarm/ Public Address system</li> <li>• Radio base station operation</li> <li>• Fire alarm system procedure (under review)</li> </ul> <p>m. Minimum requirement of Level 4:</p> <ul style="list-style-type: none"> <li>• Full understanding of system integration – dependencies and interdependencies</li> <li>• Camera number to IDS input – cause and effect</li> <li>• Location of Electronic Security System field-based equipment</li> <li>• In depth knowledge of policies and procedures</li> </ul>	<p>The Levels and lists are indicative and not exhaustive, from the levels incremental knowledgebase builds ensuring that officers are sufficiently trained to deliver the full scope of the SoR to the satisfaction of the authority.</p> <p>These requirements and parameters are measurable within the KPI process.</p>

1. <u>Command &amp; Control</u>	<u>Requirement</u>	<u>Additional Information</u>	
<p>1.9 Service provider is to ensure guards and on-site supervisors have the following throughout the duration of the contract period. CONTINUED....</p>	<p>n. Minimum requirement of Level 5:</p> <ul style="list-style-type: none"> <li>• Retrieval of CCTV images of hard &amp; soft copy</li> <li>• Auditing of all system information – AACS, IDS etc.</li> <li>• Trainer and performance responsibility</li> </ul> <p>Time scales for achieving levels: Level 1 – 3 months or less Level 2 – 4 months or less Level 3 – 5 months or less Level 4 – 6 months or less Level 5 – 4- 6 months</p>		
	<p>o. X-Ray Scanning equipment operation and object recognition to be held by no less than 1 of the guards on duty throughout the contract term.</p> <p>p. All guards are to be First Aid trained and certified, this certification must be current throughout the contract term.</p> <p>q. Provide and maintain, CCTV DPA/Criminal Evidence compliance kit, including coloured master disc and evidence bags.</p> <p>r. Guards and supervisors to be computer literate and have a working knowledge of Microsoft Word, Excel and Outlook.</p>	<p>- Security Section to recommended enhancements above that required to provide minimum functionality and guard force effectiveness.</p>	

1. <u>Command &amp; Control</u>	<u>Requirement</u>	<u>Additional Information</u>	
<p>1.10 Service provider to accommodate reasonable requests.</p>	<p>s. In an emergency or elevated Response Levels, the Designated Officer will have the right to order the service providers staff to perform such reasonable tasks as may be necessary for the security of the site.</p>		
<p>1.11 Service provider to supply suitable cleared personnel for the duration of the contract.</p>	<p>a. Security Clearance (SC) is the minimum acceptable for a limited duration.  b. <b>military sensitive / security information redacted</b>  guards can be on duty at any one time unless authorised by the DO.  c. The DO can authorise escorted access for the SC cleared guard is escorted by a fully cleared person.  <b>military sensitive / security information redacted</b>  d. Full clearance is required for unescorted access within the SAO, Security Control Centre, Main Security Post and the Secondary Security Post.  e. A fully cleared person holds <b>military sensitive / security information redacted</b>  f. Guards are to read and sign as having understood Pathfinder Security Orders.  g. Guards who fail the DV process or subsequently have <b>military sensitive / security information redacted</b> will be deemed unsuitable to remain on site.  h. Any changes of circumstances which may affect an individual's clearance must be brought to the attention of the DO.</p>	<p>These requirements and parameters are measurable within the KPI process.</p> <p><b>military sensitive / security information redacted</b>  <b>military sensitive / security information redacted</b></p>	

1. <u>Command &amp; Control</u>	<u>Requirement</u>	<u>Additional Information</u>
<p>1.12 Service Provider to ensure minimal costs to the client contact mechanism.</p>	<p>Booking on calls, check calls and any other verbal or non-verbal communications from site to the service provider must be made to a standard charge land line and will be paid by the Authority throughout the duration of the contract. Calls to mobiles or premium rate numbers are not permitted.</p>	<p>The DO will receive a list of calls made on phones controlled by the service provider in Pathfinder. Any calls, other than booking on/off, particularly to mobiles or premium numbers are to be recorded in the DOB, with an explanation. Non work associated calls will be chargeable to the service provider.</p>
<p>1.13 Unauthorised Access/Information Release</p>	<p>a. The service provider shall not sponsor any person to visit site without the authority of the DO or his representative. b. No individual shall be allowed within the Security Control Centre or Security Posts without the authorisation of the DO or his representative. c. No Data, statistics, information or images are to be released without the authority of the DO or his representative. d. Visitors to Security Posts / Centre must sign the Visitor Book acknowledging confidentiality.</p>	<p>-The Security Posts and Security Control Centre are restricted areas. Only authorised personnel should be given access.</p>
<p>1.14 Service providers Management &amp; Supervision of contract.</p>	<p>a. A suitably qualified or experienced Contract Manager shall formally meet with the Designated Officer (DO) monthly. b. The Contract Manger shall visit site no less than once every 30 days. c. Ad hoc visits by service providers' staff or management, who do not form part of the work team rota, are not allowed without the prior approval of the DO. d. The service provider shall appoint a suitably qualified or experienced site-based supervisor, employed separately from a guarding task. e. Supervisor to be available for weekly scheduled meeting / briefs with DO, typically 1-hour duration. f. Contract Manager/Supervisor to provide statistics in line with the Key Performance Indicators (KPI) and Service Level Agreement (SLA).</p>	<p>These requirements and parameters are measurable within the KPI process.</p>

[illegible]

1. <u>Command &amp; Control</u>	<u>Requirement</u>	<u>Additional Information</u>
<p>1.16 Service provider to align and embrace the MoD Code of Conduct in addition to any internal company Codes of Conduct.</p>	<p>Guards and Supervisors must abide with the basic code of conduct contained within BS 7499 and JSP 440 committing or condoning any one of the following will be regarded as a breach of this code of conduct:</p> <ul style="list-style-type: none"> <li>a. Neglecting or, without due cause, failing to carry out promptly and diligently a required task within their job description whilst at work.</li> <li>b. Failing to comply with the security orders in a way that would potentially lead to a compromise of sensitive information</li> <li>c. Leaving a place of work during any period of duty without due permission or sufficient cause or failing to work to the agreed shift pattern.</li> <li>d. Knowingly making or signing any false oral or written statement.</li> <li>e. Destroying, mutilating, altering or erasing any official document or record.</li> <li>f. Divulging to any other person who does not need to know, any matter which is protectively marked or is private business of the MoD's or contractors, past or present.</li> <li>g. Soliciting or receiving any bribe or other consideration from any person.</li> <li>h. Failing to account for documents, keys, a pass or passes, money, or property received in connection with their duty and/or the MoD's business.</li> <li>i. Being uncivil to persons encountered in the course of their duty or abusing their position of authority in connection with the discharge of the MoD's business.</li> <li>j. Acting in a manner reasonably likely to bring discredit upon the MoD, or to fellow employees.</li> <li>k. Wearing the uniform provided by the Company incorrectly or using MoD equipment without authority.</li> <li>l. Carrying out or reporting for duty whilst under the influence of alcohol, controlled drugs, or solvents, or consuming any of these whilst on duty. Guards are to advise their supervisor if their performance may be affected by drugs prescribed by a medical practitioner.</li> </ul>	<p>Any contravention of the Code is a breach of contract, any member of the service provider's staff may be refused access to MoD property by the DO.</p> <p>These requirements and parameters are measurable within the KPI process.</p>

1. <u>Command &amp; Control</u>	<u>Requirement</u>	<u>Additional Information</u>	
<p>1.17 Service provider to align to the MoD Code of Conduct. CONTINUED....</p>	<p>m. Failing to report forthwith to the Designated Officer through the Commercial Guarding Management any conviction for a criminal or motoring offence (other than a minor motoring offence, which does not impact on the effective discharge of official duties).</p> <p>n. Knowingly allow any access to MoD premises by any unauthorised person or persons.</p> <p>o. Whilst on duty carrying any unauthorised equipment not issued to him/her as part of their duties, (e.g. Multifunction Knife).</p> <p>p. Failing to report for duty at the correct time and place unless due notice and reasons have been given to their supervisor.</p> <p>q. Sleeping whilst on duty.</p> <p>r. Smoking or carrying any smoking materials including matches and cigarette lighters, in any prohibited place where such activities and materials are banned.</p>	<p>Any breach of this Code of Conduct may render the individual to be unacceptable for employment on MoD property. In such a case the Contractor will be notified by the DO accordingly and will replace the offending individual forthwith.</p> <p>These requirements and parameters are measurable within the KPI process.</p>	
<p>1.18 Service provider to accommodate short notice/short duration requests.</p>	<p>The Designated Officer (following approved protocol) can invoke a Security Enhancement Clause (SEC) requiring additional guards to meet the security requirements of a higher alert state or to cover a specific event (e.g. VVIP visit)</p> <p>Guards to assist and participate in any training exercises that may be called under the direction of the DO.</p>		
<p>1.19 There may be a requirement to significantly increase guarding numbers, within the contract period, to meet the security requirements <b>military sensitive / security information redacted</b></p>	<p><b>military sensitive / security information redacted</b></p> <p>Although it is the Service Provider's responsibility to estimate the number of guards required to meet the requirement, the standards and tasks detailed within this SOR will be applied to any build within <b>military sensitive / security information redacted</b></p>	<p>The Authority will ensure early consultation with the Service Provider allowing for a suitable amount of time for planning and recruitment when additional guarding is confirmed.</p>	

1. <u>Command &amp; Control</u>	<u>Requirement</u>	<u>Additional Information</u>	
<p>1.20 Service providers to receive briefing from Designated Officer or DO's representative to cascade to the guard for that day's duty.</p>	<p>The following list is typical but not exhaustive of the topics to be covered during the brief:</p> <ul style="list-style-type: none"> <li>a. Changes to the threat.</li> <li>b. Alert state.</li> <li>c. Changes to the normal routine.</li> <li>d. Planned events.</li> <li>e. Details of known visitors, special events etc.</li> <li>f. Any specific areas of responsibility:</li> <li>g. Passes (personnel/vehicles).</li> <li>h. Vehicle search.</li> <li>i. Contractor's employees/vehicles.</li> <li>j. Security of building.</li> <li>k. Communications.</li> <li>l. Administration.</li> </ul> <p>A Level 5 supervisor grade is to be available no later than 09:30 to receive the brief. This brief can be incorporated within the weekly morning scheduled meeting.</p>	<p>DO or his representative to ad hoc sample staff post briefing, to ensure message has been effectively cascaded and understood.</p>	
<p>1.21 Service provider to maintain records</p>	<p>These records are typically but not exhaustive:</p> <ul style="list-style-type: none"> <li>a. DOB / Incident Book</li> <li>b. Roster register</li> <li>c. Key register</li> <li>d. Passes issued and returned</li> <li>e. Telephone log</li> <li>f. Assignment Instructions</li> <li>g. Staff contact details</li> <li>h. Security Seal register (Main Register maintained by Security</li> <li>i. Swept Rooms register</li> <li>j. Voice Alarm/ Public Address system announcements</li> <li>k. Patrol reports</li> <li>l. Authorised signature list</li> <li>f. Maintenance reporting Log</li> </ul>	<p>DO or his representative to audit no less than once per month, accuracy of records will form part of the KPI.</p> <p>These records can either be hand-written or entered via a computer and stored electronically.</p>	

1. <u>Command &amp; Control</u>	<u>Requirement</u>	<u>Additional Information</u>
<p>1.22 Guard Force Facilities</p>	<p>The following will be provided by the authority:</p> <ul style="list-style-type: none"> <li>a. Heated and well-lit security posts.</li> <li>b. MoD Telephone.</li> <li>c. Toilets.</li> <li>d. Cooking and messing facilities.</li> <li>e. Site specific Health &amp; Safety training.</li> <li>f. Washing/Showering facilities</li> <li>g. Drying Room</li> <li>h. Furniture including suitable seating</li> <li>i. Rest/breakout area.</li> </ul>	<p>The service provider must ensure their work area is kept clean; this will form part of the KPI.</p> <p>Guards are expected to have exemplary personal hygiene standards.</p>
<p>1.23 Service Providers Responsibilities</p>	<p>The following is the responsibility of the service provider:</p> <ul style="list-style-type: none"> <li>a. Cleanliness of the work area.</li> <li>b. Any transport required.</li> <li>c. Site specific Health &amp; Safety equipment.</li> <li>d. To report any damage to equipment, facility or IT to the DO.</li> <li>e. To strive for zero non-compliance or customer complaints.</li> </ul> <p>To build working relationships with customers:</p> <ul style="list-style-type: none"> <li>a. In order to deal with any incidents effectively and tactfully, using the utmost discretion where required.</li> <li>b. Complete all tasks as assigned diligently.</li> <li>c. To liaise with external agencies when requested to do so by the DO.</li> <li>d. To assist in the development of Standard Operating Procedures.</li> <li>e. Support and adhere to any Security Orders and Standard Operating Procedures.</li> <li>f. Training as covered in 1.9.</li> </ul>	<p>Forms part of the KPI and contractual agreement for replacement at service providers cost including supplementary cover should it be so required.</p> <p>Customer relationship forms a measurable within the KPI.</p>

1. <u>Command &amp; Control</u>	<u>Requirement</u>	<u>Additional Information</u>	
1.24 Tasking commitment	<b>Security Control Centre – Pathfinder SAO</b> military sensitive / security information redacted  <b>Main Security Post / Secondary Security Post</b> military sensitive / security information redacted  <b>SAO and GAO</b> military sensitive / security information redacted	24-hours / 365 days / year	
	<b>Manning Hours</b> <ol style="list-style-type: none"> <li>Main Security Post / Reception military sensitive / security information redacted</li> <li>Pass issue to be available Monday to Friday excluding Public Holidays.</li> <li>Escorts to be available Monday to Friday excluding Public Holidays, and to cover ad hoc requests.</li> <li>Secondary Security Post</li> </ol>	24-hours / 365 days / year military sensitive / security information redacted Visitors must be attended to in less than 5 minutes military sensitive / security information redacted	

2. Internal Tasks	Requirement	Additional Information
<p>2.1 Scanning of Mail, Packages.</p>	<p>a. military sensitive / security information redacted</p>	<p>These requirements and parameters are measurable within the KPI process.</p>
<p>2.2 Spot checks of persons entering and leaving.</p>	<p>a. All visitors and new personnel are to be searched using the military sensitive / security information redacted  b. Carried baggage and items are to be X-Ray scanned for prohibited items.  c. Guards must be competent in the use of the search equipment and the Search Code of Conduct.  d. Guards are to be confident when conducting random military sensitive / security information redacted searches on persons. For example, asking personnel to empty pockets or bag contents.  e. Guards are to be competent at inspecting documents and notebooks leaving the SAO and be able to recognise protectively marked material and passwords</p>	<p>Searches to be conducted in specially designated areas only.</p> <p>A Record of Search is to be maintained.</p> <p>These requirements and parameters are measurable within the KPI process.</p>
<p>2.3 Challenging for Prohibited items.</p>	<p>a. Guards must be proactive in detecting and restricting prohibited items entering the building.  b. All visitors and contractors are to verbally challenge, in order to confirm they are not in possession of prohibited items  c. All finds are to be recorded in the Record of Search.</p>	<p>It is important that Visitors and Contractors are made aware of the Prohibited Item List and given an opportunity to check their person, prior to search.  military sensitive / security information redacted</p>

2. Internal Tasks	Requirement	Additional Information	
2.4 Media Scanning	<ul style="list-style-type: none"> <li>a. All magnetic and optical media is to be virus scanned prior to entry into the building.</li> <li>b. All staff will receive appropriate training in the virus scanning PC by the authority and certified by the DO.</li> <li>c. Any anomalies or positive results are to be reported to the DO, ITSO or his representative.</li> <li>d. Out of hours, the duty investigator is to be called.</li> </ul>	These requirements and parameters are measurable within the KPI process.	
2.5 Mobile Phone/Laptops/Media	<ul style="list-style-type: none"> <li>a. Mobile phones are not permitted in the SAO.</li> <li>b. Laptops are not permitted without the authority of the DO or ITSO.</li> <li>c. Guards should have a good understanding of the Pathfinder Portable Electronic Devices (PED) Policy which controls PEDs in the building.</li> <li>d. Security Mobile Phones and Mobile Phone Detectors are accountable items and are to be signed for on issue and on hand over</li> <li>e. Mobile phone detectors are in use and are to be deployed under instruction from the DO, this device is to be tested once per day.</li> <li>f. Laptops leaving the building are only to be released after appropriate checks of the authorisation documents have been made.</li> <li>g. Hand carried media is only to be released from the building after checks of the authorisation documents have been made.</li> <li>h. All mobiles and laptops must be turned off and stored outside of the secure area.</li> <li>i. Personnel, reporting they have inadvertently brought a PED into the secure area, are to be reported to the DO or a member of the Security Section straight away. Out of Hours the Duty Investigator is to be informed.</li> </ul>	Training will be provided by the authority.	These requirements and parameters are measurable within the KPI process.
2.6 Waste	<ul style="list-style-type: none"> <li>a. Authorise waste for removal from your area of responsibility.</li> <li>b. Shred all paper waste generated within any Security Posts.</li> </ul>		
	<ul style="list-style-type: none"> <li>c. Destroy by means provided by the authority all classified waste.</li> <li>d. Visually confirm recyclable material is free for release.</li> </ul>		

<p>2.7 Key issue</p>	<ul style="list-style-type: none"> <li>a. Security keys to be controlled, issued and recorded in accordance with internal processes and JSP440.</li> <li>b. Key presses/cabinets to be audited at the end of each duty.</li> <li>c. Any discrepancies must be reported to the DO.</li> <li>d. Authorised key demanders list to be maintained in date.</li> </ul>		
<p>2.8 Guard patrol</p>	<ul style="list-style-type: none"> <li>a. Fence and roof (to include chiller decks) are to be virtually patrolled using CCTV system.</li> <li>b. Physical patrols of building (internal and external) to be conducted by guards.</li> <li>c. Security doors to be checked and secured.</li> <li>d. Security seals to be to doors and equipment when needed</li> <li>e. Internal secure walls &amp; bar sets are visually checked.</li> <li>f. Desks are clear of protectively marked material.</li> <li>g. Security furniture is closed and locked if unattended and the relevant Security Check sheet annotated.</li> <li>h. Raise report for DO and enter details in the DOB if insecurity is found, removing items for secure storage and leave 'notice of removal' slip.</li> <li>i. Confirm no visitors or un-cleared personnel are present before turning off the visitor warning system. (Red Light).</li> <li>j. Conduct a full and comprehensive building search when instructed by the DO or in response to Operation Round-up or Wide Awake being instigated.</li> <li>k. Check badges are displayed and in date.</li> <li>l. Check and observe if un-cleared persons are escorted.</li> <li>m. Remain vigilant, focused and committed to the prevention and detection of security breaches or weaknesses.</li> </ul>	<p>military sensitive / security information redacted military sensitive / security information redacted</p> <p>These requirements and parameters are measurable within the KPI process.</p>	

2. Internal Tasks	Requirement	Additional Information
<p>2.9 Visitor Management System (VMS)</p>	<ul style="list-style-type: none"> <li>a. The PC based system VMS will be used to complete the booking in of visitors and contractors into the building at the front and rear entrances.</li> <li>b. The VMS will be pre-populated by the Vetting office prior to the arrival of any person.</li> <li>c. Guards are to identify all Visitors and Contractor arriving at Pathfinder by verifying their identity documents and confirming they are expected on the VMS.</li> <li>d. Once identity is verified the guard is to issue a visitor pass and a lanyard of the appropriate colour dependent on their security clearance level and nationality.</li> <li>e. If the visitor requires to be escorted, the guard will call the point of contact and invite the visitor to wait to be escorted.</li> <li>f. Guards to ensure that escort has signed escort orders.</li> <li>g. At the end of the visit, the guard must retain all passes issued and end the visit on the VMS.</li> <li>h. All losses of passes or holders must be reported to the Vetting Office for card suspension, with a written report prepared for the DO.</li> <li>i. Persons who arrive who are not on the VMS are not to be allowed in without authority from the DO or his representative.</li> <li>j. <span style="color: red;">military sensitive / security information redacted</span></li> <li>k. Guard supervisor to attend weekly meeting with Visits and Vetting to discuss forthcoming VIP Visits and conferences.</li> <li>l. Guard supervisor to report any functionality issues with the System and order consumables from supply when required.</li> </ul>	

2. Internal Tasks	Requirement	Additional Information	
<p>2.10 Security Seals</p>	<p>a. The service provider is to apply security seals as directed by the DO or representative. Seal numbers and locations are to be recorded and the DO is to be informed</p> <p>b. The service provider shall supply UV fluorescing transparent self-adhesive seals suitable for electrical outlet screw covers, also, similar seals suitable for abutting surfaces.</p> <p>c. The service provider shall also supply a UV light emitting source complete with consumables and maintained in good order.</p>		
<p>2.11 Void Checks</p>	<p>a. The service provider will inspect and record prior to closure any voids which have been created by any contractor, these will have been identified in the risk and method statement before work commenced.</p> <p>b. At cease of the work, guards are to check that the area is secure and that no signs of tampering are visible outside of the defined are of works as stipulated on the risk &amp; method statement.</p> <p>c. Guard is to certify that the area has been inspected.</p>		

2. Internal Tasks	Requirement	Additional Information
<p>2.12 Automated Access Control System (AACS)</p>	<p>a. The building has a comprehensive AACS with <b>military sensitive / security information redacted</b> points, comprising of portals, tiger traps, doors and road barriers all under the control of the service providers staff.</p> <p>b. The AACS also has an electronic muster (automatic counting out facility) which the service provider will also operate.</p> <p>c. Service provider is to electronically monitor all controlled entrances and exits for invalid transaction, anti-pass back violations etc.</p> <p>d. Service provider to operate the tiger traps control system.</p> <p>e. Service provider to ensure correct protocol is observed prior to opening the ATIC door.</p> <p>f. Service provider to 'lock down' in the event of Operation Roundup being invoked at the instruction of the DO.</p> <p>g. Service provider to liaise with Vetting Office and Visits to ensure road barrier, speed stiles and portals are opened /lifted in a timely and coordinated manner for VIP visits.</p> <p>h. Run end of day visitor reports prior to allowing the red visitor warning lights to be turned off.</p> <p>i. Prepare passes and lanyards for issue to visitors and contractors.</p> <p>j. Issue badges to staff who have forgotten them, after confirming with the Vetting Office staff.</p>	<p>Training to be provided by the authority on systems.</p>

2. Internal Tasks	Requirement	Additional Information
<p>2.13 Telephone/Intercoms</p>	<p>a. Service provider will be expected to answer the telephone within 5 rings and use a scripted announcement.</p> <p>b. All hoax or suspect calls are to be recorded in the DOB and reported to the DO or representative.</p> <p>c. Bomb threats are to be dealt with as per orders and Assignment Instructions.</p> <p>d. Emergency calls from internal lifts or refuge areas are to be dealt with as per authority instructions.</p> <p>e. Video intercoms and voice only intercoms are used to verify identity and reason for access,</p> <p>f. Service provider is the communications conduit between site and the fire service via the guardroom.</p> <p>g. A direct line telephone is installed to the guardroom, this link is to be tested at 23.59-hours each day.</p> <p>h. Telephones are for official business use only.</p>	<p>Training to be provided by the authority on systems</p>
<p>2.14 Two Way Radio</p>	<p>a. The service provider will only use communication radios and base station supplied by the authority.</p> <p>b. Strict radio protocol shall be adhered to at all times, using approved calls signs and phonetic alphabet in the relaying of information which would otherwise be ambiguous.</p> <p>c. Radios shall be placed on charge when not in use.</p> <p>d. Patrolling guards are to carry a radio at all times, but must not be turned on or used within the building unless in an emergency, this emergency must be logged in the DOB and a written report prepared for the DO.</p> <p>e. Respond to all emergency calls from other units in range.</p>	

2. Internal Tasks	Requirement	Additional Information
<p>2.15 Tannoy (Voice Alarm System)</p>	<p>a. Announcements are only to be made with the authority of the DO or his representative.</p> <p>b. Time sensitive announcements must be made with an accuracy of no less than +/- 1 minute.</p> <p>c. Only announcements which have been written down to be read out are to be used.</p> <p>d. Standard announcements are to be kept updated within the Security Control Centre.</p> <p>e. The station Tannoy can be routed throughout the building, the enabling of this feature is at the discretion of the DO.</p> <p>f. Announcements are to be kept to an absolute minimum during conferences or briefings</p>	<p>Training to be provided by the authority on systems</p>
<p>2.16 Intruder Detection System</p>	<p>a. The service provider will monitor all intruder alarm and take the appropriate action as outlined within Security Orders and SOP should activation occurs including the dispatching of a guard to the area.</p> <p>b. The system has differing priority signals with differing physical presence response times:</p> <ul style="list-style-type: none"> <li>• military sensitive / security information redacted</li> </ul> <p>c. The Intruder Detection System is part of the integrated Security Management System (SMS), users must log in and be accountable for their actions.</p> <p>d. The service provider must make staff available for training to be provided by the authority.</p> <p>e. All singleton staff must be familiar and competent with this system.</p> <p>f. Alarms must be accepted and actioned within military sensitive / security information redacted of activation.</p> <p>g. military sensitive / security information redacted alarms must be confirmed as being 'Set' before keys are accepted back</p>	<p>The authority will train and certify staff in the operation of this equipment.</p> <p>Response times will be tested and form a measurable performance KPI.</p> <p>Alarm acceptance time will form part of the KPI.</p>

2. Internal Tasks	Requirement	Additional Information
<p>2.16 Intruder Detection System CONTINUED....</p>	<ul style="list-style-type: none"> <li>h. <b>military sensitive / security information redacted</b> room doors must be confirmed as being closed before keys are accepted back.</li> <li>i. Any 'Unset' system must be logged in the DOB and a report prepared for the DO.</li> <li>j. Any alarm activations must have a cause attributed prior to being reset and be fully investigated.</li> <li>k. Any system faults must be reported immediately.</li> <li>l. Any faulty circuits can only be omitted after a works request has been submitted and with the authority of the DO or representative.</li> <li>m. Cross site systems will also be monitored.</li> <li>n. External assistance is available via a direct line to the station guardroom in an emergency.</li> <li>o. Any work conducted on the system must be logged in the DOB.</li> </ul>	<p>Training to be provided by the authority on systems</p>
<p>2.17 CCTV</p>	<ul style="list-style-type: none"> <li>a. A sophisticated CCTV <b>system military sensitive / security information redacted</b> I recording is installed.</li> <li>b. Operators are to be trained in the operation of this system by the DO.</li> <li>c. The primary viewing equipment is housed within a bespoke Security Control Room.</li> <li>d. Service provider to extract images from the system at the request of the DO or his representative (either hard copy or optical /magnetic media).</li> <li>e. Service provider to review recorded images for events when instructed by the DO or his representative.</li> <li>f. Service provider is not to let any person have access to any recorded material without the prior authorisation of the DO or his representative.</li> <li><b>military sensitive / security information redacted</b></li> <li>g. Service provider shall confirm the status of all cameras and functionality at <b>military sensitive / security information redacted</b> results to be recorded in the DOB.</li> <li>h. Any failures shall be reported and entered in the DOB, a written report to be prepared for the DO.</li> <li><b>military sensitive /security information redacted</b></li> <li>i. Any work conducted on the system must be logged in the DOB.</li> </ul>	<p>Training to be provided by the authority on systems.</p> <p>Task reserved for Supervisor.</p> <p>Inappropriate use of the system will be investigated by the Authority.</p>

<p>2.18 Respond to alarms</p>	<p>a. The service provider is to be first responder to any alarm, typically, but not exclusive to:</p> <ul style="list-style-type: none"> <li>• Disabled toilet alarm</li> <li>• Disabled refuge</li> <li>• Building Management System (BMS) alarms</li> <li>• Intruder Detection System (IDS)</li> <li>• Perimeter Detection System (PIDS)</li> <li>• Access control generated alerts</li> <li>• Personal Attack Button (PAB) Alarm</li> <li>• Fire Alarm</li> <li>• Internal and external Plant alarms</li> <li>• Security Door alarm</li> <li>• Lift Alarms</li> <li>• Plant Alarm</li> </ul> <p>b. Appropriate action as defined within orders and SOPs must be complied with, any activations and their response are to be recorded in the DOB and a written report prepared for the DO.</p>		
<p>2.19 Escort duties</p>	<p>a. <b>military sensitive / security information redacted</b> guards are to act as escorts when asked to do so by the DO or his representative.</p> <p>b. Guards are to escort contractors ensuring that the works identified in their risk &amp; method statement is conducted as stated.</p> <p>c. Guard is to remain with the uncleared individuals until escorted out of the SAO or relieved.</p> <p>d. Guard is to offer direction, guidance and assistance to queries asked of him/her.</p>		

2. <u>Internal Tasks</u>	<u>Requirement</u>	<u>Additional Information</u>	
<p>2.20 Emergency Procedures</p>	<p>a. Service provider will be responsible as the Incident Commander (IC) until relieved by the DO or representative.</p> <p>b. The IC duties include, but not exclusive to, ensuring that the IC/Guards:</p> <ul style="list-style-type: none"> <li>• Call the emergency services</li> <li>• Generate a muster printout</li> <li>• Broadcast fire message if required</li> <li>• Post the guards to point duty guarding exits from the building</li> <li>• Liaise with Fire Marshalls and coordinate head count in preparation for the arrival of the emergency services (Muster).</li> <li>• Be a focal point for staff.</li> <li>• Be the key holder for access to outbuildings.</li> <li>• Escort emergency services to the alarm point.</li> <li>• Reset the fire alarm.</li> </ul> <p>c. The Incident Commander is also a focal point within the Business Continuity Plan (BCP) as the duties are aligned.</p> <p>d. In the event of Operation Roundup being invoked, all doors are to be closed and secured, access control doors are to be over-ridden and a Broadcast is to be made to all staff to check their area of responsibility, further details will be in orders and Assignment Instructions.</p>	<p>Training to be provided by the authority on this process.</p>	
<p>2.21 Extraneous Duties</p>	<p>a. Check exit paperwork for items leaving the building.</p> <p>b. Conduct byte size checking.</p> <p>c. Conducting tours of the building.</p> <p>d. Adjusting the time to maintain accuracy on security equipment i.e. BST/GMT, time to be referenced to station master clock.</p>	<p>Training on changing/adjusting systems time to be given by the authority</p>	

3. <u>External Tasks</u>	<u>Requirement</u>	<u>Additional Information</u>	
<p>3.1 Conducting vehicle searches.</p>	<p>a. The purpose of the vehicle search is to identify:</p> <ul style="list-style-type: none"> <li>- The presence of any surveillance equipment.</li> <li>- The presence of items that could be used in the pursuit of crime.</li> <li>- Persons not declared at Main Gate and who do not have passes.</li> </ul> <p>b. All vehicles entering the fenced compound are to be booked in and the details recorded in the Daily Occurrence Book (DOB).</p> <p>c. Vehicles entering the ATIC area are to be searched; this will involve obtaining consent to search, a visual inspection within the cab, engine compartment, boot/rear storage and under body using an appropriate tool or visual observation.</p> <p>d. Delivery &amp; collection vehicles are to be searched, this will involve obtaining consent to search, a visual inspection within the cab, boot/rear storage and under body using an appropriate tool.</p> <p>e. Contractors vehicles are to be searched as d)</p> <p>f. Disabled vehicles are to be searched as c) when instructed to do so by the DO.</p> <p>g. Vehicles with on-board cameras such as dash cams and reversing cameras must be covered before entry to compound is allowed.</p>	<p>Failure to obtain vehicle search consent will automatically deny access to the Compound or front of building to that individual and vehicle.</p> <p>Training will be delivered by the authority in the searching of vehicles and personnel.</p>	
<p>3.2 Vehicle access control.</p>	<p>a. Confirm delivery, collection or works has been scheduled by inspecting/cross referencing documentation prior to admittance to the fenced compound.</p> <p>b. Visually verify/confirm identity by use of video intercom and CCTV.</p> <p>c. Using Automatic Access Control System (AACS), open gates/barrier.</p> <p>d. Liaise with Security Control Centre throughout operation.</p> <p>e. Close gates/barriers as soon as is reasonably practicable</p> <p>f. Reset security system monitoring gates.</p> <p>g. Disabled vehicles will be denied access to within 25m of the building if the alert state rises, the DO will confirm.</p>		

3. <u>External Tasks</u>	<u>Requirement</u>	<u>Additional Information</u>	
3.3 Vehicle egress control.	<ul style="list-style-type: none"> <li>a. Carry out tasks as outlined in 3.1 d) excluding under-body.</li> <li>b. Conduct CCTV sweep of area prior to opening gate/barrier.</li> <li>c. Using AACS open the gate or barrier.</li> <li>d. Liaise with Security Control Centre throughout operation.</li> <li>e. Close gates/barriers as soon as is reasonably practicable.</li> <li>f. Reset security system monitoring gates.</li> <li>g. Book the vehicle off site in the DOB.</li> </ul>		
3.4 Fence Patrol	<ul style="list-style-type: none"> <li>a. Fence to be foot patrolled twice per 24-hour and inspected for signs of damage, tampering, foliage growth, unauthorised signage attached to the security fence, climbing aids in close proximity to the fence etc.</li> <li>b. Fence to be patrolled at infrequent times during the day and night in the event that either/or the CCTV and Perimeter Intrusion Detection System (PIDS) fails, no less than 6 patrols in one 24-hour period is acceptable.</li> <li>c. Foot patrols without CCTV cover, due to failure inadequate lighting must be carried out by two persons in Radio contact with the Security Control Centre.</li> <li>d. Foot patrols shall be conducted by one person under CCTV surveillance from the Security Control Centre and in Radio communications.</li> <li>e. Fence to be physically inspected if unexplained PID alarms are generated and a report generated.</li> <li>f. Patrol statistics for part of the KPI and must be recorded for the DO.</li> <li>g. If the alert state is heightened, the DO will increase the patrols.</li> <li>h. Foot patrols can be suspended in the short term with the agreement of the DO.</li> </ul>	These requirements and parameters are measurable within the KPI process.	

3. <u>External Tasks</u>	<u>Requirement</u>	<u>Additional Information</u>	
3.5 External Escort	<ul style="list-style-type: none"> <li>a. Act as escort to un-cleared persons within compound when requested to do so.</li> <li>b. Liaise with Security Control Centre to ensure CCTV is overlooking area where un-cleared person is working.</li> <li>c. Escort visitors or contractors from the guardroom to site when requested to do so by the DO or his representative.</li> <li>d. Act as 'Banksman' for reversing vehicles if required.</li> </ul>	To ensure no damage is caused to building or plant during vehicle manoeuvres and to assist where necessary.	
3.6 Perimeter Patrols	<ul style="list-style-type: none"> <li>a. Perimeter within the compound fence line is to be foot patrolled <b>military sensitive / security information redacted</b></li> <li>b. External doors are to be checked for any insecurity or signs of surreptitious entry</li> <li>c. All duct covers are to be checked to ensure tamper evident seals have not been damaged since the last patrol.</li> <li>d. All accessible security padlocks are to be checked for integrity.</li> <li>e. Confirm external lighting around the building and within the compound is operating effectively.</li> <li>f. Visually there are no leaks or hazards that could impinge on the building functionality,</li> <li>g. Any issues should be recorded in the DOB, making the DO aware, if urgent, guard to raise a works request.</li> </ul>		

3. <u>External Tasks</u>	<u>Requirement</u>	<u>Additional Information</u>	
3.7 Fire Muster/Business Continuity Plan	a. In the event of an evacuation the muster print-out is to be collected and taken to the muster area. b. All entrances to the building or are to be point guarded or made secure under the direction of the DO. c. All gates in the fence line are to be point guarded or made secure under the direction of the DO. d. Staff are to be familiar with their roles and responsibilities as outlined in orders should the BCP be invoked. e. Guards are to assist the Fire Service, if safe to do so, under the direction of the DO or IC.		
3.8 Extraneous Duties	Raise & lower flag(s) as and when required. b. Out of hours, grit path at front and rear entrances to the road to ensure safe passage to work for staff into the building. c. Check fire extinguishers. d. Execute any reasonable request when tasked to do so by the DO or his representative.		

**GUARDING CONSIDERATIONS**

Names/e-mail and postal addresses/telephone numbers/commercially sensitive information redacted

## Schedule 10: Key Performance Indicators (iaw condition 46.2) Contract No: 701224378

The KPI marking becomes effective from month 3 after contract start to allow for initial training and familiarisation to be completed (exclusions accepted).  
Please note the KPI numbering below relates to the SOR numbering in Schedule 9.

Key Performance Indicators - Command & Control			
1.4. Requirements of the Working Time Directive met.	2 Points = Yes		KPI = 2
	0 Points = No	Escalation to commercial	
1.4. Contracted hours fully covered.	3 Points = All staff punctual		KPI = 2
	2 Points = Yes		
	0 Points = No	Escalation to commercial	
1.4. Adequate, compliant breaks taken away from the workplace.	2 Points = Yes		KPI = 2
	0 Points = No		
1.5. Correct Ratio of approved reserves on standby.	2 Points = Yes		KPI = 2
	0 Points = No	Escalation to commercial	
1.7. Medical Fitness Notifications – Annual or on change of Staff.	2 Points = Yes		KPI = 2
	0 Points = No		
1.8. Timely notification of Staff leaving. (Cumulative numbers recorded)	2 Points = Yes		KPI = 2
	0 Points = No – person already left.		
1.9. Staff to have guided learning, and they have obtained required standard.	2 Points = All duty officers holders of NVQ		KPI = 2
	1 Point = 1 or more duty officers have a training need		
	0 Points = Non compliant	Escalation to commercial	

Key Performance Indicators - Command & Control		
1.15 Provision and maintenance of equipment.	2 Points = Equipment working effectively	KPI = 2
	1 Point = Equipment supplied but not functional.	
	0 Points = Equipment not supplied.	
1.16 Breach in Code of Conduct.	2 Points = No	KPI = 2
	0 Points = Yes Escalation to commercial	
1.16 (a) Standard of Officer – Appearance/Bearing.	2 Points = Officer smart with good attitude.	KPI = 2
	1 Point = Office not smart but good attitude.	
	0 Points = Officer not smart and poor attitude.	
1.17 (b) Standard of Officer – Work Ethics	3 Points = Compliments received.	KPI = 2
	2 Points = No complaints received.	
	1 Point = One or more complaints received.	
	0 Points = Officer suspended.	
1.19 Daily brief cascaded effectively.	2 Points = Yes	KPI = 2
	0 Points = No	
1.20 Maintenance and accuracy of site records controlled by the service provider.	2 Points = Records maintained to a satisfactory standard.	KPI = 2
	1 Point = Records maintained but to a unsatisfactory standard.	
	0 Point = Records not maintained.	
1.21 Working environment under the control of the Service provider is kept Clean & Tidy	2 Points = Yes	KPI = 2
	0 Points = No	
1.22 Damage reports.	2 Points = No	KPI = 2
	0 Points = Yes Escalation to commercial	

Key Performance Indicators - Command & Control		
1.22 Response to incidents.	2 Points = All incidents reported to DO and backed up with written report in 12 hours.	KPI = 2
	1 Point = Incident reported to DO but not backed up with written report in 12 hours.	
	0 Points = Incident not reported.	
1.22 On site Management response to complaints.	2 Points = No complaints made.	KPI = 2
	1 Point = Complaints dealt with satisfactorily within 24-hours	
	0 Points = Failure to resolve complaint	
1.22. Daily duties performed.	2 Points = 100% of duties achieved.	KPI = 2
	1 Point = 95% of duties achieved.	
	0 Points = Less than 95% of duties achieved.	
1.22. Customer relations.	3 Points = Demonstrated exceptional customer service	KPI = 2
	2 Points = Excellent customer relations.	
	1 Point = Good customer relations, 1 negative comment received.	
	0 Points = Multiple negative comments received.	

Key Performance Indicators - Internal Tasks		
2.1. Items scanned within 5 minutes of entering the building.	2 Points = Yes	KPI = 2
	0 Points = No	
2.2. military sensitive / security information redacted	2 Points = Yes	KPI = 2
	0 Points = No	
2.2 military sensitive / security information redacted	2 Points = Yes	KPI = 2
	0 Points = No	
2.4. Virus scanning all media entering the building – anomalies reported within 2 minutes.	2 Points = Yes	KPI = 2
	0 Points = No	
2.5, 2.7. & 2.9. Audited for accuracy.	2 Points = Records maintained to a satisfactory standard	KPI = 2
	1 Point = Records maintained but to an unsatisfactory standard.	
	0 Points = Records not maintained.	
2.8 military sensitive / security information redacted	2 Points = 100% of tours completed.	KPI = 2
	1 Point = 95% of tours completed.	
	0 Points = Less than 95% of tours completed.	
2.10. Security seals supplied, applied, checked and accurately recorded.	2 Points = Yes	KPI = 2
	0 Points = No	
2.11. Contractors works inspected prior to them leaving site	2 Points = Yes	KPI = 2
	0 Points = No	
2.13. AACS anomaly logs and end of day visitor lists generated weekly for DO.	2 Points = Yes	KPI = 2
	0 Points = No	
2.15. Tannoy log generated weekly for DO.	2 Points = Yes	KPI = 2
	0 Points = No	

Key Performance Indicators - Internal Tasks		
2.16. Number of IDS circuits tested per 7- day week	3 Points = Greater than 25% of devices	KPI = 2
	2 Points = 25% of devices	
	1 Point = Less than 25% but more than 20% of devices	
	0 Points = Less than 20%	
2.16. IDS alerts accepted and actioned within military sensitive / security information redacted	3 Points = Less than 30 seconds	KPI = 2
	2 Points = 30 seconds	
	1 Point = Greater than 30 seconds but not exceeding 40 seconds	
	0 Points = Greater than 40 seconds.	
2.16. IDS response times within agreed times	2 Points = Yes	KPI = 2
	0 Points = No	
2.17. CCTV patrols and checks carried out as per instruction.	2 Points = Yes	KPI = 2
	0 Points = No	
2.23. Technical sweep equipment is calibrated and its use recorded accurately.	2 Points = Yes	KPI = 2
	0 Points = No	

Key Performance Indicators - Internal Tasks		
3.1. Vehicles entering the compound are searched.	2 Points = Yes	KPI = 2
	0 Points = No	
3.2. Vehicle access/egress process complied with.	2 Points = Yes	KPI = 2
	0 Points = No	
3.4. Fence patrolled as per agreed frequencies.	2 Points = Yes	KPI = 2
	0 Points = No	
3.6. Perimeter patrolled as per agreed frequencies.	2 Points = Yes	KPI = 2
	0 Points = No	
3.7. Fire evacuations conducted in an ordered fashion with timely written report.	2 Points = Yes	KPI = 2
	0 Points = No	

## Personal Data Particulars

**DEFFORM 532**  
Edn 10/19

<b>Data Controller</b>	<p>The Data Controller is the Secretary of State for Defence (the Authority).</p> <p>The Personal Data will be provided by:</p> <p>(For Visitors to Pathfinder):The Security Section of visitor's unit.</p> <p><i>[insert the delivery team name (or equivalent source), address and contact details]</i></p>
<b>Data Processor</b>	<p>The Data Processor is the Contractor.</p> <p>The Personal Data will be processed at:</p> <p>For Visitors to Pathfinder: Pathfinder Building Main Reception and Rear Reception, RAF Wyton, Cambridgeshire, PE28 2EA</p> <p><i>[insert address(es) and contact details]</i></p>
<b>Data Subjects</b>	<p>The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects: <i>[please specify]</i></p> <p>Visitors to Pathfinder Building and Contractors requiring access to Pathfinder Building.</p> <p><i>[Examples include staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i></p>
<b>Categories of Data</b>	<p>The Personal Data to be processed under the Contract concern the following categories of data: <i>[please specify]</i></p> <p>For Visitors to Pathfinder:Name, Staff Number, date of birth and work locations. Name of Host</p> <p><i>[Examples include name, address, telephone number, medical records etc]</i></p>
<b>Special Categories of data (if appropriate)</b>	<p>The Personal Data to be processed under the Contract concern the following Special Categories of data: <i>[please specify]</i></p> <p>For Visitors to Pathfinder: Name: Photo of subject captured on entry to the building.</p> <p><i>[A Special Category of Personal Data is anything that reveals racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sex life or sexual orientation or genetic or biometric data]</i></p>
<b>Subject matter of the processing</b>	<p>The processing activities to be performed under the contract are as follows: <i>[please specify]</i></p> <p>For Visitors to Pathfinder: Information is input onto <b>military sensitive / security information redacted</b> (or any such replacement equivalent system). At this location <b>military sensitive / security information redacted</b> is only networked internally within Pathfinder. No external connectivity.</p>

	<p><i>[This should be a high-level, short description of what processing will be taking place and its overall outcome i.e. its subject matter]</i></p>
<p><b>Nature and the purposes of the Processing</b></p>	<p>The Personal Data to be processed under the Contract will be processed as follows: <i>[please specify]</i></p> <p>For Visitors to Pathfinder: The details of the visitor are put onto the <b>military sensitive / security information redacted</b> system by Pathfinder Vetting Staff. The contractor accesses this information when the visitor arrives to confirm visit and identity. A photo is captured and a Visitor Pass is produced. The personal details and photo are stored on the system and used for subsequent visits.</p> <p><i>[The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether by automated means or not) etc. The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i></p>
<p><b>Technical and organisational measures</b></p>	<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>The Cyber Risk Profile for the contract is Moderate; MOD Identifiable Information will require handling in accordance with DEFCON 658.</p> <p>For Visitors to Pathfinder: The <b>military sensitive / security information redacted</b> terminals are located in restricted areas and are password protected. Only authorised Contactors and Security Staff have access to the data.</p> <p><i>[Provide an overview of the measures described in the System Requirements, Statement of Work and/or the controls required in accordance with the Cyber Risk Profile relevant to the Contract, as detailed in Annex A to <a href="#">Def Stan 05-138</a>. Examples include anonymisation, authorised access, data processed on closed/restricted systems]</i></p>
<p><b>Instructions for disposal of Personal Data</b></p>	<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>For Visitors to Pathfinder: Vetting Staff shall be required to purge the system of old visit data on an ongoing basis.</p> <p>All hard copy data, and CD Roms shall be shredded utilising on-site Authority-provided equipment cleared for shredding up to the relevant document/ data classification level.</p> <p>Electronic data shall be deleted in accordance with expert advice sought from SPOC to ensure data can no longer be retrieved from respective systems.</p> <p>As a general principal, as soon as no longer required, UK OFFICIAL and UK OFFICIAL-SENSITIVE material shall be destroyed in such a way as to make reconstitution very difficult or impossible, for example, by burning, shredding or tearing into small pieces.</p>

	<p>Advice shall be sought from the Authority when information/material cannot be destroyed or, unless already authorised by the Authority, when its retention is considered by the Contractor to be necessary or desirable. Unwanted UK OFFICIAL-SENSITIVE information/material which cannot be destroyed in such a way shall be returned to the Authority.</p> <p><i>[Describe how long the data will be retained and how it will be returned or destroyed]</i></p>
<p><b>Date from which Personal Data is to be processed</b></p>	<p>Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here: <i>[please specify if applicable]</i></p>

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



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Aspects Data Letter (0

## TRANSFER REGULATIONS

### PART 1 - EMPLOYEE TRANSFER ARRANGEMENTS ON ENTRY

#### 1 DEFINITIONS

- 1.1 In this Schedule [12] 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 [12] Part 1 unless the context otherwise requires:

**"Data Protection Legislation"** means: (i) Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the **"General Data Protection Regulation"**); (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and (iii) all applicable Law about the processing of personal data and privacy;

**"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 [CORPS Security]

**"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 [12] 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 [12] 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 on going.

#### 1.6 **Further information**

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

## **Part B**

1.6 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 [12] Part 2, save where otherwise provided, words and terms defined in Schedule 1 (Definitions) or Schedule [12] Part 1 of the Contract shall have the meaning ascribed to them in Schedule 1 (Definitions) or Schedule [12] Part 1 of the Contract.

2.2 Without prejudice to Schedule 1 (Definitions) of the Contract or Schedule [12], Part 1, in this Schedule [12] 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 [12] 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 [12] (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 [12] (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 [12] in respect of Subsequent Transferring Employees.

3.1.5 Paragraphs 3.1.1 and 3.1.2 of this Appendix 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 2.1.4, the Contractor acknowledges (and shall procure that its Sub-Contractors acknowledge) that they are required to provide sufficient information to the Authority to enable the Authority to determine the nature of the activities being undertaken by employees engaged in providing the Services, to assess whether there is an organised grouping for the purposes of the Transfer Regulations and to assess who is assigned to such organised grouping. To the extent that anonymous data has been provided by the Contractor pursuant to its obligations under Paragraph 2.1.1 or 2.1.2 above, the Contractor shall provide full data to the Authority no later than 28 days prior to the Subsequent Transfer Date.

- 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,
1. 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 [12] 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 [12] 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),

2. 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 [12] 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 [12], 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 [12], 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:**

#### Performance Appraisal

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

#### 1.7.2 Superannuation and Pay

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

### **Schedule 13: Supplier's Technical Proposal**

Winning tenderer's technical questionnaire response shall be inserted here on contract award.

Names/e-mail and postal addresses/telephone numbers/commercially sensitive information redacted.

# DEFFORM 111

## DEFFORM 111

### Appendix - Addresses and Other Information

#### 1. Commercial Officer

Name: Names/e-mail and postal addresses/telephone numbers/commercially sensitive information redacted.

Address: UK Strat Com, Spur 2, Building 405, MOD Corsham, Westwells Road, Corsham, SN13 9NR

Email: Names/e-mail and postal addresses/telephone numbers/commercially sensitive information redacted. ☎☎ Names/e-mail and postal addresses/telephone numbers/commercially sensitive information redacted.

#### 2. Project Manager, Equipment Support Manager or PT Leader (from whom technical information is available)

Name: Names/e-mail and postal addresses/telephone numbers/commercially sensitive information redacted.

Address RAF Wyton, Huntingdon, Cambs, PE28 2EA

Email: Names/e-mail and postal addresses/telephone numbers/commercially sensitive information redacted. ☎☎ Names/e-mail and postal addresses/telephone numbers/commercially sensitive information redacted.

#### 3. Packaging Design Authority Organisation & point of contact:

Not Applicable

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

☎☎ Not Applicable

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

Branch/Name: Not Applicable

☎☎

(b) U.I.N.

#### 5. Drawings/Specifications are available from Not Applicable

#### 6. Intentionally Blank

#### 7. Quality Assurance Representative:

Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.

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

<https://www.dstan.mod.uk/> [extranet, registration needed].

## **8. Public Accounting Authority**

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

☎☎ 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

☎☎ 44 (0) 161 233 5394

**9. Consignment Instructions** The items are to be consigned as follows: Not Applicable

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

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

Air Freight Centre

IMPORTS ☎☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

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

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

## **B.JSCS**

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

JSCS Fax No. 01869 256837

[www.freightcollection.com](http://www.freightcollection.com)

## **11. The Invoice Paying Authority**

Ministry of Defence, DBS Finance, Walker House, Exchange Flags Liverpool, L2 3YL

☎☎ 0151-242-2000 Fax: 0151-242-2809

**Website is:**

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

## **12. Forms and Documentation are available through \*:**

Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site, Lower Arncliffe, Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

**Applications via fax or email:** [Leidos-FormsPublications@teamleidos.mod.uk](mailto:Leidos-FormsPublications@teamleidos.mod.uk)

## **\* 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.

# Deliverables

## Deliverables Note

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

## Negotiation Deliverables

All Negotiation Deliverables

Name	Description	Due	Responsible Party
None			

## Supplier Contractual Deliverables

Supplier Contractual Deliverables

Name	Description	Due	Responsible Party
Obligation Condition - Compliance with hazard reporting requirements for materials or substances are ordnance, munitions or explosives	in addition to the requirements of CHIP and / or the CLP Regulation 1272/2008 and REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.		Supplier Organization
Obligation Condition 25.c - Source of Timber and Wood	If requested Evidence that the Timber and Wood-Derived Products supplied to the Authority comply with the requirements of clause 25.a or 25.b or both.		Supplier Organization
Obligation Condition 26.a - Certificate of Conformity	Provide a Certificate of Conformity and any applicable Quality Plan		Supplier Organization
Obligation Condition 36.c - Payment	no later than 30 days from receipt of valid undisputed invoice		Supplier Organization
Obligation Condition 37.c - Notification of applicable VAT	Notification of VAT liability or changes to it		Supplier Organization
Obligation Condition 42.c.(2) - Post notification of Termination	List of Unused and undamaged materiel; contractor deliverables in the course of manufacture.		Supplier Organization
Obligation Clause Condition 42.f - Subcontract Termination	inclusion of Termination clause in subcontracts over £250,000		Supplier Organization
Obligation Condition 1.c.(2) - Notification of litigation	Notification of; Litigation, arbitration, administrative, adjudication or mediation proceedings against itself or a Subcontractor		Supplier Organization
Obligation Condition 1.c.(4) - Notification of Winding-up	Notice of any proceedings or steps taken for its winding-up or dissolution or for the appointment of a receiver, administrator, liquidator,		Supplier Organization
Obligation Condition 5.b - Notice of inconsistency between contract documents	If either Party becomes aware of any inconsistency within or between Contractual documents they shall notify the other Party forthwith		Supplier Organization

Obligation Condition 18.a - Contractors Records (reminder)	maintain all records in connection with the Contract for a period of at least six (6) years		Supplier Organization
Obligation DEFCON 21 ( Edn 10/04) Clause - 3a - Maintenance of Deliverables (reminder)	To maintain at least one copy of all deliverable information to which DEFCON 21 applies during the period of the Contract and for at least two years after the Contract, or period as may be specified in the contract.		Supplier Organization
Obligation DEFCON 91 ( Edn 11/06) Clause - 5b - Software as required	A copy of the Software as is required for performance of obligations to be retained.		Supplier Organization
Obligation Condition 20.a - Attendance at Progress Meetings	attend progress meetings at the frequency or times specified in the contract		Supplier Organization
Obligation Condition 20.b - Progress Reports	submit progress reports at the times and in the format specified in the contract		Supplier Organization
Obligation Condition 16.a - Change of Control of Contractor	Written Notification of any intended, planned or actual change in control of the Contractor, including any Sub-contractors.		Supplier Organization
Obligation Condition 16.b - Notification of Concern due to Change of Control	advise the Contractor in writing of any concerns due to Change of Control		Supplier Organization
Obligation Condition 23.e, 24.a, and 24.c - Safety Data Sheet	provide a Safety Data Sheet in respect of each Dangerous/Hazardous Material or substance supplied or deliverable containing such.		Supplier Organization
Obligation Condition 23.f.(6) And Condition 23.g.(1).(b) - Documents relating to design of new MLP Packaging	"All SPIS, new or modified, shall be uploaded by the on to SPIN. where the Supplier is the PDA and registered a list of all SPIS which have been prepared or revised against the Contract; and a copy of all new / revised SPIS, complete with all continuation sheets and associated drawings shall be provided for upload"		Supplier Organization
Obligation Condition 24.d - Schedule 6 hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements	a completed Schedule 6 (Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements)		Supplier Organization

## Buyer Contractual Deliverables

### Buyer Contractual Deliverables

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