



Ministry of Defence

Army Commercial

Contract No: CB/BFG/0167 dated 19 Jun 2019

For:

**PROVISION OF A FUEL CARD FOR THE
PURCHASE OF TAX AND DUTY-FREE FUEL BY
ENTITLED PRIVATE MOTORISTS OF THE
BRITISH FORCES COMMUNITY IN GERMANY**

Between the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland	And
Team Name and address:	Contractor Name and address:
Army Commercial Catterick Barracks 33605 Bielefeld Germany	Aral Aktiengesellschaft BP Europa SE Wittenerstr. 45 44789 Bochum Germany
Email address: [REDACTED]	E-mail Address: [REDACTED]
Telephone Number: [REDACTED]	Telephone Number: [REDACTED]
Facsimile Number: [REDACTED]	

Schedule 1 – Contract Conditions

1 Definitions

The Authority means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland (referred to in this document as "the Authority"), acting as part of the Crown;

Business Day means 09:00 to 17:00 Monday to Friday Central European Time, excluding public and statutory holidays in the Federal Republic of Germany (DE) and UK;

Commercial Officer means the Authority's officer monitoring the Contract as assigned by the Authority to this Contract and as notified to the Contractor from time to time in the format at DEFFORM 111; **(only the Commercial Officer shall be empowered to negotiate and issue amendments to the terms and conditions on behalf of the Authority unless specific written authority has been issued to another Officer);**

Contract means the agreement concluded between the Authority and the Contractor, including all terms and conditions, specifications, plans, drawings, schedules and other documentation, expressly made part of the agreement in accordance with Clause 2c;

Contractor means the person, firm or company specified as such in this Contract;

Contractor's Commercially Sensitive Information means the information listed as such in the Contract, which is information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;

Contractor Deliverables means the services as specified in Schedule 3 which the Contractor is required to provide under the Contract;

Crown Servant means a person as defined within Section 12 of the UK Official Secrets Act 1989 as amended from time to time¹.

Effective Date of Contract means the date of the Authority's acceptance of the winning tender for the supply of the Contractor Deliverables.

Expiry Date means the date as stipulated in Clause 9 below.

Firm Price means a price, which is not subject to variation, excluding tax and/or duty;

Force means the personnel belonging to the land, sea or air armed services of the Authority within Federal Republic of Germany with their official duties;

Information means any information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract, including information provided in the tender or negotiations which preceded the award of the Contract.

Legislation means in relation to the Federal Republic of Germany any relevant laws as laid down by the European Union, the relevant German legislative and executive bodies or authorities, and the relevant codes of practices; and 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.

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

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

Personal Data Particulars means the details required from the Contractor under Clause 7 (Data Protection) in the format at Schedule 4;

SOFA means the NATO Status of Forces Agreement of 19 June 1951;

SOFA SA means the Supplementary Agreement to SOFA dated 3 August 1959;

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.

2 General

a. The Contractor shall comply with all applicable Legislation and any other applicable law, whether specifically referenced in this Contract or not.

b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.

c. If there is any inconsistency between these terms and conditions and the documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:

- (1) the terms and conditions; and
- (2) the schedules; and
- (3) the documents expressly referred to in the agreement.

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

e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights under the Contract.

f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by any person that is not a Party to it.

g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with German Law, and subject to Clause 17 (Dispute Resolution) and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the German courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2g. and for enforcement of any judgement, order or award given under German jurisdiction.

3 Application of Conditions

a. These terms and conditions and the Annexes thereto govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.

¹
https://www.legislation.gov.uk/ukpga/1989/6/pdfs/ukpga_19890006_en.pdf

b. The Contract constitutes the entire agreement and understanding and supersedes any previous agreement between the Parties relating to the subject matter of the Contract.

4 Confidentiality

a. Subject to Clauses 5 to 7 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 sub-contractors, only to the extent necessary for the performance of the Contract; and
- (2) is treated in confidence by them and not disclosed except with prior written consent or used otherwise than for the purpose of performing work or having work performed for the Authority under the Contract or any sub-contract under it.

c. The Contractor shall ensure that his employees are aware of his arrangements for discharging the obligations at Clauses 4a. and 4b. before they receive Information and take such steps as may be reasonably practical to enforce such arrangements.

d. Clauses 4a. and 4b. 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:
 - i. 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;
 - ii. that the Information was already known to it (without restrictions or disclosure or use) prior to it receiving it under or in connection with the Contract;
 - iii. that the Information was received without restriction on further disclosure from a third party who lawfully acquired it and

- iv. who is himself under no obligation restricting its disclosure; or
- from its records that the same information was derived independently of that received under or in connection with the Contract;
- provided the relationship to any other Information is not revealed.

e. Neither Party shall be in breach of this Clause 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 Clause.

5 Limited Disclosure of Information

a. 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 United Kingdom 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 the United Kingdom 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, 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 arrangement containing terms no less stringent than those placed on the Authority under this Clause.

b. Before sharing any information in accordance with Clause 5a. above, the Authority may redact the Information. Any decision to redact Information made by the Authority shall be final.

c. The Authority shall not be in breach of the Contract where it can show that any disclosure of Information is made solely and to the extent necessary to comply with the United Kingdom Freedom of Information Act 2000² ("the Act") or the United Kingdom Environmental Information Regulations 2004³ ("the Regulations") or the General Data Protection Regulation⁴ (the "GDPR"). To the extent permitted by

²

https://www.legislation.gov.uk/ukpga/2000/36/pdfs/ukpga_20000036_en.pdf.

³

https://www.legislation.gov.uk/uksi/2004/3391/pdfs/uksi_20043391_en.pdf.

⁴ <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32016R0679&from=EN>; Regulation

(EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the

the time for compliance under the Act or the Regulations or the GDPR, the Authority shall consult the Contractor where the Authority is considering the disclosure of Information under the Act or the Regulations or the GDPR 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 or the GDPR is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Act, the Regulations or the GDPR. For the avoidance of doubt, nothing in this Clause shall affect the Contractor's rights at law.

d. Nothing in this Clause shall affect the parties' obligations of confidentiality where Information is disclosed orally in confidence.

6 Transparency

a. Subject to Clause 6b., but notwithstanding Clauses 4 and 5 above, 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 6a., the Authority shall redact any information that would be exempt from disclosure if it was the subject of a request for information under the Act or the Regulations or the GDPR, including the Contractor Commercially Sensitive Information.

c. The Authority may consult with the Contractor before redacting any information from the Transparency Information in accordance with Clause 6b. 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 Act or the Regulations or the GDPR.

d. For the avoidance of doubt, nothing in this Clause 6 shall affect the Contractor's rights at law.

7 Data Protection

a. The Authority agrees with the computer-technical recording of the performance and examination data by the Contractor.

b. The Contractor shall comply with the regulations and provisions within the GDPR, the *Bundesdatenschutzgesetz* (BDSG)⁵ and the *Strafgesetzbuch* (StGB)⁶. The Contractor shall obligate his employees and sub-contractors according to Section 53 BDSG (Confidentiality) separately referring therein to Sections 42, 43 BDSG (Penal provisions and provisions on administrative fines) as well as to Section 203 StGB (Violation of private secrets).

c. The Contractor notifies the Authority that the data is (also) processed and recorded digitally with the Contractor. The Contractor shall ensure that data is processed and recorded in compliance with the provisions of the GDPR and the BDSG, as stipulated, e.g., in Section 64 BDSG and the Contractor shall take all necessary and required steps thereby to ensure that

all employees and sub-contractors whom they may engage are equally obligated.

d. Should the Contractor be obliged in accordance with GDPR and/or the BDSG to appoint a data protection officer, the Contractor will inform the Authority of the details of such Data Protection Officer.

e. Should the Contract be terminated or expire, the Contractor shall provide the Data required for the incoming contractor to perform his tasks under the Contract whilst observing the GDPR and BDSG provisions.

f. The Personal Data Particulars are specified at Schedule 4.

8 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 this Contract or as designated by the Parties from time to time;
- (4) marked with the number of the Contract; and
- (5) delivered by hand, prepaid post (or airmail), facsimile transmission or 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 a Business Day in the place of receipt, and otherwise on the first Business Day in the place of receipt 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:
 - i. 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
 - ii. 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.

c. Notices served under the Contract shall be sent to the following address:

Authority: Army Commercial, Army HQ, Ramillies Building, Marlborough Lines, Monxton Road, Andover SP11 8HT

Contractor: TBC

9 Contract Period

The Contract shall come into effect on the Effective Date. Supply of the Contractor Deliverables shall commence with effect from **01 April 2020**. The Contract Expiry Date shall be **31 March 2025** unless it has been terminated prior to such Expiry Date in accordance with Clauses 12 up to and including 15.

10 Supply of Contractor Deliverables

processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).

⁵ Federal Data Protection Act of 30 June 2017 (Federal Law Gazette I p. 2097) as amended from time to time.

⁶ German Criminal Code as published on 13 November 1998 (Federal Law Gazette I p. 3322) as last amended by Article 14 of the Law dated 18 December 2018 (Federal Law Gazette I p. 2639) and as amended from time to time.

The Contractor shall ensure that the Contractor Deliverables correspond with the specifications in the Statement of Requirements (SOR) at Schedule 3.

11 Payment

No payment shall be due to the Contractor from the Authority for the Contractor Deliverables. Payment for fuel purchased using the fuel card is to be made directly by entitled personnel.

12 Termination/Break

The Authority shall have the right to terminate the Contract at any time prior to the Expiry Date by giving the Contractor one month's notice in writing. Such termination shall be without prejudice to the rights of the parties accrued to the date of termination but shall be without further liability to either party.

13 Termination for Corrupt Gifts

The Authority may terminate the Contract with immediate effect, without compensation, by giving written notice to the Contractor at any time after any of the following events:

- a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):
 - (1) has offered, promised or given to any Crown Servant, to a member of the Force or the Civilian Component, to any Dependent, to any Authority employee or any Directly Employed Labour any gift or financial or other advantage of any kind as an inducement or reward; or
 - (2) commits or has committed any prohibited act or any offence under the United Kingdom 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; or
 - (3) has entered 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; or
 - (4) has committed an offence in accordance with Section 299 *StGB* (Taking and giving bribes in commercial practice); or
 - (5) has committed an offence in accordance with Section 300 *StGB* (Aggravated cases of taking and giving bribes in commercial practice); or
 - (6) has committed an offence in accordance with Section 333 *StGB* (Giving bribes); or
 - (7) has committed an offence in accordance with Section 334 *StGB* (Giving bribes as an incentive to the recipient's violating his official duties); or
 - (8) has committed an offence in accordance with Section 335 *StGB* (Aggravated cases).
- b. In exercising its rights or remedies to terminate the Contract under Clause 13a. 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 committing the prohibited act;

- (2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):

- i. 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;
- ii. 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.

- c. Where the Contract has been terminated under Clause 13a. the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

14 Termination for Material Breach

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. A breach is deemed to be material if the performance of the obligation, on which the Authority relies, is essential for the Authority's business operation. A breach is further to be deemed material, if the Contractor breaches his obligations under Clauses 4 (Confidentiality) and 7 (Data Protection). Where the Authority has terminated the Contract under this Clause 14 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.

15 Termination for Insolvency

The Authority shall have the right to terminate the contract with immediate effect if the Contractor is declared bankrupt or goes into liquidation or administration. This is without prejudice to any other rights or remedies under this Contract.

16 Contractor's Liability and Indemnity

- a. Subject to Clause 16b. the Contractor's liability to the Authority in connection with this Contract shall be limited to £5m (five million pounds).
- b. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:
 - (1) for:
 - i. any liquidated damages (to the extent expressly provided for under this Contract);
 - ii. any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);
 - iii. any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;
 - (2) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;

- (3) for fraud, fraudulent misrepresentation, wilful misconduct or negligence;
- (4) in relation to the termination of this Contract on the basis of abandonment by the Contractor; or
- (5) for any other liability which cannot be limited or excluded under the German statutory law.

c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by German statutory law.

17 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 17a, the dispute shall be referred for decision by a Court of Arbitration to be established in accordance with the Agreement between the United Kingdom and the Federal Republic of Germany in the Settlement of disputes arising out of the Direct Procurement Agreement (DPA) dated 3 August 1959, following the procedure laid down therein. Unless the dispute is over the immediate determination of the Contract, reference to arbitration may also take place during the life of a contract, provided that work is thereby in no way delayed.

18 Cyber Risk

a. The Cyber Risk Assessment reference is RAR-WG7M76N5. DEFCON 658 10/17 applies.

b. Further to DEFCON 658 the Cyber Risk Level of the Contract is Low Risk, as defined in Def Stan 05-138.

19 Administration Charge

The Contractor will charge an administration fee to cover the cost of operating the fuel card system. The administration fee will be [REDACTED] per litre of fuel purchased by the individual card holder, and will be added to the cost of the fuel, the price for which shall be that which is valid at the time of the relevant transaction after deduction of value added tax and energy tax. The administration charge shall therefore be recovered from the individual card holder at the point of transaction.

Schedule 2 - Contractor's Commercially Sensitive Information Form

Contract No: CB/BFG/0167
Description of Contractor's Commercially Sensitive Information: Prices and technical processes.
Cross Reference(s) to location of sensitive information: The contract document and the Contractor's IT systems.
Explanation of Sensitivity: Price communication as well as process documentation (screenshots) should not be accessible in public. The process could be copied by competitors.
Details of potential harm resulting from disclosure: Loss of intellectual property and economic damage.
Period of Confidence (if applicable): For the period of the Contract and 3 years beyond the Contract Expiry Date.
Contact Details for Transparency / Freedom of Information matters: Name: [REDACTED] Position: Teamlead Giftcard Business Address: Wittenerstr. 45, 44789 Bochum, Germany Telephone Number: [REDACTED] Email Address: [REDACTED]

Schedule 3 - Statement of Requirements

STATEMENT OF REQUIREMENT FOR THE PROVISION OF A FUEL CARD FOR THE PURCHASE OF TAX AND DUTY-FREE FUEL BY ENTITLED PRIVATE MOTORISTS OF THE BRITISH FORCES COMMUNITY IN GERMANY

1. **Background.** Entitled personnel¹ of the British Armed Forces in Germany are eligible to purchase fuel in Germany free of tax and duty under the conditions set out in the Supplementary Agreement to the NATO Status of Forces Agreement of 1951, and associated administrative agreements between the UK and Germany.
2. Tax-free purchases are normally made through an Official Procurement Agency (OPA) of the Authority. An Administrative Agreement with the German Federal Ministry of Finance of 6 Mar 14 (Annex A to Schedule 3), permits entitled personnel to act as the authorised agents of the OPA and pay for fuel themselves at the point of delivery, tax and duty free.
3. **Requirement.** The Contractor shall provide a fuel card system under which entitled personnel are able to purchase fuel free of all German tax and duty at all of a provider's service stations within its network and any affiliated partners' networks. The fuel card system shall comply with all conditions imposed by the relevant German authorities and in particular shall contain sufficient safeguards to ensure that:
 - a. Fuel (either petrol or diesel) is purchased only by entitled personnel by ensuring that the entitled person produces a British Forces identity card and that the name on that card corresponds to the relevant name on the fuel card.
 - b. The vehicle registration number annotated on the fuel card matches the number on the vehicle that has been refuelled.
 - c. Fuel is only purchased in quantities consistent with the monthly ration (see Paragraph 6 below) for each vehicle. The system shall prevent any entitled person from drawing more than the permitted ration in any one month for any one vehicle.
 - d. The German authorities can establish through audit the quantity of duty free fuel supplied to any entitled person in any one month period.
 - e. Fuel cards can only be used to purchase petrol or diesel.
4. **Types of Fuel.** The fuel card system shall enable entitled personnel to obtain the grades of petrol or diesel available on the German retail market. At present, these grades are as follows:
 - a. Super Gasoline E5 (95 Octane) in accordance with EN 228.
 - b. Super Gasoline E10 (95 Octane) in accordance with EN 228
 - c. Super Premium Gasoline (98 Octane or higher) in accordance with EN228
 - d. Automotive Diesel (minimum cetane rating of 51) in accordance with EN 590.
 - e. Automotive Premium Diesel (minimum cetane rating of 56) in accordance with EN 590.
5. **Service Station Network.** The Contractor shall ensure that petrol or diesel can be purchased using a fuel card in a network of service stations that provides national coverage

throughout Germany, and in particular provides good coverage in the areas where the British Forces live and work; predominantly concentrated in North Rhine Westphalia, Bavaria and Ramstein (Rhineland-Palatinate), as well as major road routes throughout Germany.

6. **Fuel Ration.** Entitled personnel are only to be supplied with tax and duty-free fuel under the fuel card system up to a monthly limit, this is termed the "monthly ration". The amount of the monthly ration is set out below and the Contractor's system shall ensure that tax and duty-free fuel may only be purchased up to the monthly limit. It shall not be possible to accumulate any part of an unused ration for a particular month. Any unused part of a ration shall become lost at 23.59 hrs of the last day of the month concerned. The new monthly ration shall become available from 00:01 hrs on the first day of a month.

	Motor Cars		Motor Cycles		
	Up to 1300 cc	From 1301 cc	Up to 449 cc	From 450 to 850 cc	From 851 cc
Monthly Ration	200 litres	400 litres	80 litres	90 litres	110 litres

7. **Pricing of the Contract.** The pricing scheme for the Contract will be such that the Authority makes no payment to the Contractor. If the Contractor chooses, payment to the Contractor for operating the fuel card system may be by way of a fee or administration charge which shall be added onto the cost of fuel purchased, payable directly by the card holder at the point of sale.

8. **Payment for Fuel.** Payment for fuel purchased using the fuel card is to be made directly by entitled personnel. This is to occur immediately after refuelling at the service station and at the pump price displayed at the time of refuelling, subject to the following adjustments:

- a. Umsatzsteuer (VAT) shall be deducted.
- b. Energiesteuer (fuel excise duty) shall be deducted.
- c. Any Contractor's administration fee shall be added.

9. A single receipt shall be produced at the point of sale. This shall show at the least the total amount for the fuel purchased and the amount paid by the entitled person after tax and duty have been deducted. The receipt shall also include the remaining balance of the monthly fuel entitlement in litres.

10. **Provision of the fuel cards.** Entitled personnel will apply to the Authority for a card. The Authority will process the card application and ensure that it is in relation to a vehicle that is registered, or in the process of being registered to them, with the British Forces vehicle licensing authority in Germany. The Authority will then request the Contractor to produce and issue a card, which the Contractor shall send to the Authority within 5 working days for collection by the entitled person. All fuel cards shall be provided to the Authority at the Contractor's expense. A PIN is not required.

11. **Fuel Card Detail.** Fuel cards shall have the following information on the text area of the card:

- a. Full name of the entitled person(s). Up to six names may be required.
- b. Vehicle registration number of the vehicle to which the fuel card relates.
- c. Type of fuel (petrol or diesel) which can be purchased.
- d. The expiry date of the card, which will be no more than 3 years from date of issue.

12. **Online Account.** On receipt of the application, the Contractor shall establish a personal online account for the Main Card Holder. Only one card per vehicle, bearing the Main Card Holder's name plus 5 further entitled persons' names, will be required. The accounts shall show:

- a. The vehicle's registration number.
- b. The current month's purchases in litres and value after deduction of taxes.
- c. The current month's balance on a reducing scale commensurate with purchases.
- d. A total history of purchase in litres.
- e. Expiry date of the card.

13. **Blocking of Accounts.** The fuel card system shall be capable of allowing the Authority to block an individual account or adjust an individual fuel ration. Circumstances where this might occur include enforcement of a penalty imposed on an individual for infringement of the regulations relating to the vehicle licensing or fuel card systems.

14. **Fuel Card Audit Requirements.** Individual card accounts shall be made accessible online by the Contractor to the relevant German Government authorities (primarily Hauptzollamt Hamburg-Stadt) and to the Authority (the most frequent elements of the Authority needing access will be the principle Headquarters and Customs and Immigration of the British Forces in Germany). Access is required, among other things for audit purposes. Audits will be notified by the Authority from time to time in consultation with the relevant German authorities. The Contractor shall ensure all personal data is fully protected and is compliant with the General Data Protection Regulation (GDPR).

15. **Fuel Card Quantities Required.** There will be an initial requirement of approximately 1,000 fuel cards. The cards will be required to be issued to entitled personnel and able to be used from 00:01 on 1 Apr 20. This will require a transition period to allow time for applications to be processed and cards to be made and provided to entitled personnel. Thereafter the requirement during the contracted period will be to respond to card requests to take account of new vehicle registrations, loss of cards, and replacement of cards as a result of wear and tear.

16. **Service Station Network.** The Contractor shall provide information on its, and any affiliated partners', service stations participating in the fuel card system. This will be used by the Authority to inform entitled personnel. The Authority would also seek to obtain on-line service station locations from the Contractor.

ADMINISTRATIVE ARRANGEMENT
ON
THE TRANSITION FROM THE FUEL COUPON SYSTEM TO A
FUEL CARD SYSTEM
BETWEEN
THE FEDERAL MINISTRY OF FINANCE, REPRESENTED BY THE
DIRECTORATE-GENERAL FOR CUSTOMS AND EXCISE DUTIES
AND
THE BRITISH FORCES IN GERMANY, REPRESENTED BY
THE GENERAL OFFICER COMMANDING
BRITISH FORCES GERMANY
("the Participants")

The Participants agree to the introduction of a fuel card system for private vehicles of members of the British Forces. The fuel card system will replace the existing fuel coupon system. Duty vehicles may be integrated into this fuel card system at a later date. The duties of the fuel supplier also form part of this Arrangement. The British Forces will ensure that these duties are subject to a separate agreement between the British Forces and the fuel supplier.

The transition from fuel coupons to the fuel card system will start from 1st April 2014 at the earliest. The transition process will be carried out by the British Forces after the introduction of the fuel card system as soon as possible, and will be completed by no later than 31st December 2015. The British Forces will notify the Federal Ministry of Finance of the beginning of the transition period and of the completion date for the transition simply by letter. If the final transition by the stated date is not possible, this date can be altered with the consent of both Participants without amending this Arrangement. During the transition period, the British Forces will ensure that the concurrent use of the fuel card and the fuel coupons for a vehicle is not possible. With effect from the date on which the fuel card system is fully introduced, the use of fuel coupons for the vehicles of members of the British Forces will no longer be possible.

For the time being, fuel coupons issued by the British Forces to forces of other NATO members or NATO Headquarters will not be affected by this Arrangement. At a later date, duty vehicles of other forces or NATO Headquarters as well as private vehicles of

members of other forces or the NATO Headquarters may be integrated without amending this Arrangement, provided the conditions listed are complied with. Permission must be obtained from the Federal Ministry of Finance prior to the integration of other forces. The date from which the fuel card system will be used by other forces or NATO Headquarters as well as a commitment to adhere to this Arrangement by the additional user must be confirmed in writing to the Federal Ministry of Finance.

If the Participants agree, this Arrangement can be amended or rescinded in writing. It can also be terminated by either Participant by giving notice in writing to the other Participant. The termination will take effect at the end of the year following the year when notice was received.

I. Description of system

1. This description comprises all important aspects of the electronically readable fuel card system for private vehicles of entitled persons.
2. a) "Entitled persons" means members of the British Forces, civilian component or their dependents within the meaning of Article I.1 of the NATO Status of Forces Agreement of 1951 (NATO SOFA), and any persons entitled to be treated as members of the civilian component or their dependents by virtue of Articles 71, 72 or 73 of the Supplementary Agreement (SA) to the NATO SOFA (see also section 1 number 13 of the Truppenzollgesetz (Foreign Forces Customs Act)) as well as members of the forces, civilian component or their dependents of an allied Headquarters in Germany for the purposes of Article III of the Paris Protocol to the NATO SOFA (see also section 1 number 14 of the Truppenzollgesetz).

b) With effect from the date on which the fuel card system is fully introduced, the use of fuel coupons for vehicles of entitled persons will no longer be possible.
3. The fuel rations are set out in section 18 of the Truppenzollgesetz and section 8 subsection (1) number 5 of the Truppenzollverordnung (Foreign Forces Customs Ordinance).
4. Since the ration limit is linked to a specific vehicle, the fuel card system links the ration limit to a specific vehicle as well. The ration limit generally applies to the respective calendar month. Fuel cards may only be used for the purchase of fuel (diesel or petrol) specific to the vehicle concerned.
5. Fuel cards are only to be issued for vehicles registered with the vehicle licensing authority of the British Forces. The fuel cards will be issued to entitled persons by the registration authorities of the British Forces. The registration number of the vehicle registered in this system must be marked indelibly on the card.
6. Only one card will be issued per vehicle.
7. Fuel cards must show all entitled persons who are authorised to purchase fuel free of tax and duty for the vehicle in question. Only these persons will be permitted to use the fuel card.

8. The validity of the fuel card will be the same as the period for which the vehicle concerned is registered with the British Forces (usually not more than one year).
9. If a fuel card holder loses his status as an entitled person, the fuel card will be blocked within 24 hours. Loss of a fuel card is to be reported immediately by the fuel card holder, and the card must be blocked within 24 hours. The same applies when a vehicle is sold.
10. If a vehicle is sold, or if a fuel card is damaged or lost or has expired, a new card can only be issued if the previous fuel card has been invalidated.
11. The system must ensure that tax- and duty-free fuel may only be purchased until the point that the ration is exhausted. The accumulation of unused rations is not possible. Any unused part of a ration will expire at 23.59 hrs of the last day of the month concerned. The new monthly ration will become available from 00:00 hrs on the first day of the month.

II. The fuel supplier's duties for the supply of fuel to foreign forces

12. The fuel supplier must ensure that fuel within this fuel card system is only supplied when a valid card is produced.
13. The fuel supplier must ensure that the fuel within this fuel card system is only supplied up to the ration limit. If the amount supplied exceeds the ration remaining, an application under paragraph 18 can only be made for the amount within the ration.
14. The fuel supplier must ensure that, for every supply of fuel, the registration number on the card is checked against the registration number of the vehicle for which fuel has been drawn.
15. The fuel supplier must ensure that the entitled person produces a British Forces identity card, and that the name on that card corresponds to the relevant name on the fuel card.
16. If an entitled person cannot produce his fuel card or if the supply takes place at a time in which the system is not working or not working correctly, the fuel supplier is not entitled to a reimbursement/refund for the amount supplied.

III. The fuel supplier's entitlement to reimbursement/refund

17. The fuel supplier must apply for the reimbursement/refund of energy duty under section 105a of the Energy Duty Implementing Ordinance (Energiesteuer-Durchführungsverordnung) at the relevant Main Customs Office (Hauptzollamt).
18. Provided that the fuel card system is working correctly and that the fuel supplier has fulfilled the above-mentioned duties by carrying out the necessary checks,

the data provided by the system, which will contain the information set out in paragraph 17 in connection with paragraph 19, will form the basis for checking that fuel was supplied to foreign forces correctly in accordance with the NATO SOFA, the SA and the Truppenzollgesetz.

19. The application for reimbursement/refund must be supported by documents that clearly show the following:
- the amount and the type (petrol/diesel) of fuel supplied
 - the date of the supply
 - the registration number of the vehicle
 - the location of the petrol station
 - the card number and
 - the names of the persons who are entitled to purchase the fuel.

This documentation can also be provided electronically.

20. The following are examples of cases where no entitlement to reimbursement exists:
- A fuel card is issued to a non-entitled person.
 - A fuel card held by a formerly entitled person was not blocked within the period stipulated in paragraph 9 after the person lost his status.
 - A malfunction of the system results in the ration being exceeded.
 - A vehicle for which no fuel card has been issued is supplied with fuel.

This list is not exhaustive.

21. For auditing purposes, the relevant customs office will have online reading access to the fuel card system.

IV. The fuel supplier's use of the value added tax exemption in accordance with Article 67 paragraph 3 of the SA to NATO SOFA

22. The fuel supplier must prove that he meets the conditions of the value added tax exemption in accordance with Article 67 paragraph 3 of the SA to NATO SOFA by producing correctly completed Abwicklungsscheine (tax relief documents) (section 73 subsection (1) number 1 of the Value Added Tax Implementing Ordinance – UStDV). The tax office may dispense with the Abwicklungsschein if the stipulated information can be obtained from other receipts and from the records of the fuel supplier in a clear and easily verifiable manner (section 73 subsection (3) of the UStDV).

V. Additional provisions for duty vehicles from the date when they are integrated into this fuel card system

23. Fuel cards for duty vehicles must be markedly different from fuel cards for private vehicles in a way that is recognisable at a glance.

24. Fuel cards for duty vehicles must show the unit name as well as the registration number.
25. With effect from the date of transition to the fuel card system, the use of the former system will no longer be possible.
26. Duty vehicles will not be subject to rationing.
27. The validity of the fuel cards will be limited to 3 years.
28. The unit name is to be given, in addition to the other details, as part of the reimbursement/refund procedure.

Signed at Bielefeld on 6th March 2014 in two originals, each in the German and English language, both texts having equal validity.

Klaus Winterschladen
Leiter Referat III B 2
Bundesministerium der Finanzen

Major General John Henderson CB
General Officer Commanding
British Forces Germany

Schedule 4 - Personal Data Particulars

Data Controller	<p>The Data Controller is the Contractor. The Personal Data will be provided by:</p> <p>The British Forces' Future Defence Presence headquarters in Germany.</p>
Data Processor	<p>The Data Processor is the Contractor. The Personal Data will be processed at:</p> <p>The Contractor's offices.</p>
Data Subjects	<p>The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects:</p> <p>Members of the Force who are entitled to apply for a fuel card.</p>
Categories of Data	<p>The Personal Data to be processed under the Contract concern the following categories of data:</p> <p>Names, email address and vehicle registration number.</p>
Special Categories of data (if appropriate)	<p>The Personal Data to be processed under the Contract concern the following Special Categories of data:</p> <p>None.</p>
Subject matter of the processing	<p>The processing activities to be performed under the contract are as follows:</p> <p>The recording and storage of personal data in connection with the issue and holding of a fuel card.</p>
Nature and the purposes of the Processing	<p>The Personal Data to be processed under the Contract will be processed as follows:</p> <p>To process requests from entitled members of the Force to provide fuel cards. Once a fuel card has been issued, to record and store the data relating to the usage of the card and to make this data available to the card holder.</p>
Technical and organisational measures	<p>The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract:</p> <p>General Data Protection Regulation EU 2016/679 to be adhered to.</p>
Instructions for disposal of Personal Data	<p>The disposal instructions for the Personal Data to be processed under the Contract are as follows (where Disposal Instructions are available at the commencement of Contract):</p> <p>Data is to be retained for the period of the Contract.</p>
Date from which Personal Data is to be processed	<p>Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here:</p> <p>Card applications shall commence from 1 Mar 20.</p>

DEFFORM 111

Appendix to Contract - Addresses and Other Information

1. Commercial Officer

Name: [REDACTED]

Address: Army Commercial, Army HQ, Ramillies Building, Marlborough Lines, Monxton Road, Andover SP11 8HT

Email: [REDACTED]

Tel: [REDACTED]

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

Name: TBC

Address:

Email:

Tel:

3. 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: DESLCSLS-OpsFormsandPubs@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>

DEFCONS: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/content/defcons/defcon.htm>

Archived DEFCONS: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/content/defcons/archive.htm>

DEFFORMs: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/content/defforms/defelec.htm>

Archived DEFFORMs:

https://www.aof.mod.uk/aofcontent/tactical/toolkit/content/defforms/defelec_archive.htm

SC1A <http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/toolkit/content/stancon/template1a.htm>

SC1B <http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/toolkit/content/stancon/template1b.htm>

SC2 <http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/toolkit/content/stancon/template2.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.

