

**DE&S Digital Delivery Team**

**Contract No: 701575803**

**For: The provision of a Defence Air Passenger Services System (DAPSS)**

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| **Between the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland**  **Team Name and address:**  DE&S Digital Core Commercial Team  #4342, Elm 3B, NH4  MoD Abbey Wood  Bristol,  BS34 8JH  **Email Address: [Redacted]** | **And**  **Contractor Name and Address:**  Unisys Limited  Enigma, Wavendon Business Park,  Ortensia Drive,  Milton Keynes,  MK17 8LX  **Email Address: [Redacted]**  **Telephone Number:** [Redacted] |

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# GENERAL CONDITIONS

1. **General**
2. The defined terms in the Contract shall be as set out in Schedule 1.
3. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
4. The Contractor warrants and represents, that:
   * + 1. they have 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.
5. 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.
6. **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.

1. **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.

1. **Governing Law**
2. Subject to clause 4.d, the Contract shall be considered as a contract made in England and subject to English Law.
3. 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.
4. 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.
5. If the Parties agree pursuant to the Contract that Scots Law should apply then the following amendments shall apply to the Contract:
6. Clause 4.a, 4.b and 4.c shall be amended to read:
7. The Contract shall be considered as a contract made in Scotland and subject to Scots Law.
8. 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.
9. 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.”
10. 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.”

1. 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.
2. 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.
3. 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.
4. **Precedence**
5. 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:
6. Conditions 1 - 45 (and 46 - 48, 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);
7. Schedule 2 (Schedule of Requirements) and Schedule 8 (Acceptance Procedure);
8. the remaining Schedules; and
9. any other documents expressly referred to in the Contract.
10. 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).
11. **Formal Amendments to the Contract**
12. Except as provided in Condition 31 and subject to clause 6.c, the Contract may only be amended by the written agreement of the Parties (or their duly authorised representatives acting on their behalf). Such written agreement shall consist of:
    1. the Authority Notice of Change under Schedule 4 (Contract Change Control Procedure) (where used); and
    2. the Contractor's unqualified acceptance of the contractual amendments as evidenced by the DEFFORM 10B duly signed by the Contractor.
13. Where required by the Authority in connection with any such amendment, the Contractor shall (as so required) confirm that any existing Parent Company Guarantee is sufficiently comprehensive so as to cover and support all of the Contractor's liabilities and obligations under and in connection with the Contract (as amended by such amendment) or provide a revised Parent Company Guarantee with such DEFFORM 10B to achieve the same purposes.
14. Where the Authority wishes to amend the Contract to incorporate any work that is unpriced at the time of amendment:
    1. if the Contract is not a Qualifying Defence Contract, the Authority shall have the right to settle with the Contractor a price for such work under the terms of DEFCON 643 (SC2) or DEFCON 127. Where DEFCON 643 (SC2) is used, the Contractor shall make all appropriate arrangements with all its Subcontractors affected by the Change or Changes in accordance with clause 5 of DEFCON 643 (SC2); or
    2. if the Contract is a Qualifying Defence Contract, the Contract Price shall be redetermined on amendment in accordance with the Defence Reform Act 2014 and Single Source Contract Regulations 2014 (each as amended from time to time).

**Changes to the Specification**

1. The Specification forms part of the Contract and all Contract Deliverables to be supplied by the Contractor under the Contract shall conform in all respects with the Specification.
2. The Contractor shall use a configuration control system to control all changes to the Specification. The configuration control system shall be compatible with ISO 9001 (latest published version) or as specified in the Contract.
3. **Authority Representatives**
4. Any reference to the Authority in respect of:
5. the giving of consent;
6. the delivering of any Notices; or
7. 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.
8. 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.
9. 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).
10. **Severability**
11. If any provision of the Contract is held to be invalid, illegal or unenforceable to any extent then:
12. 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
13. 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.
14. **Waiver**
15. 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.
16. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.
17. **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.

1. **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.

1. **Transparency**
2. Notwithstanding any other term of this Contract, including Condition 13 (Disclosure of Information), the Contractor understands that the Authority may publish the Transparency Information and Publishable Performance Information to the general public.
3. Subject to clause 12.c the Authority shall publish and maintain an up-to-date version of the Transparency Information and Publishable Performance Information in a format readily accessible and reusable by the general public under an open licence where applicable.
4. If, in the Authority's reasonable opinion, publication of any element of the Transparency Information and Publishable Performance Information would be contrary to the public interest, the Authority shall be entitled to exclude such Information from publication. The Authority acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information and Publishable Performance Information in its entirety. Accordingly, the Authority acknowledges that it shall only exclude Transparency Information and Publishable Performance Information from publication in exceptional circumstances and agrees that where it decides to exclude Information from publication on that basis, it will provide a clear statement to the general public explaining the categories of information that have been excluded from publication and reasons for withholding that information.
5. The Contractor shall assist and co-operate with the Authority as reasonably required to enable the Authority to publish the Transparency Information and Publishable Performance Information, in accordance with the principles set out above, including through compliance with the requirements relating to the preparation of Publishable Performance Information set out in clauses 12.e to 12.i. Where the Authority publishes Transparency Information, it shall:
   1. before publishing, 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 (FOIA) or the Environmental Information Regulations 2004 (EIR), for the avoidance of doubt, including Sensitive Information;
   2. taking account the Sensitive Information set out in Schedule 5, consult with the Contractor where the Authority intends to publish Information which has been identified as Sensitive Information. For the avoidance of doubt the Authority, acting reasonably, shall have absolute discretion to decide what information shall be published or be exempt from disclosure in accordance with the FOIA and/or the EIR; and
   3. present information in a format that assists the general public in understanding the relevance and completeness of the Information being published to ensure the public obtain a fair view on how this Contract is being performed.

**Publishable Performance Information**

1. Within three (3) months of the effective date of Contract the Contractor shall provide to the Authority for its approval (such approval shall not be unreasonably withheld or delayed) a draft Publishable Performance Information KPI Data Report consistent with the content requirements of Schedule 9.
2. If the Authority rejects any draft Publishable Performance Information the Contractor shall submit a revised version of the relevant KPI Data Report for further approval by the Authority with five (5) business days of receipt of any notice or rejection, taking account of any recommendations for revision and improvement to the report provided by the Authority. This process shall be repeated until the parties have an agreed version of the Publishable Performance Information.
3. The Contractor shall provide an accurate and up-to-date version of the KPI Data Report to the Authority for each quarter at the frequency referred to in the agreed Schedule 9.
4. Any dispute in connection with the preparation and/or approval of Publishable Performance Information, other than under clause 12.f, shall be resolved in accordance with the dispute resolution procedure provided for in this Contract.
5. The requirements of this Condition are in addition to any other reporting requirements in this Contract.
6. **Disclosure of Information**
7. 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.
8. 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:
9. is disclosed to its employees and Subcontractors, only to the extent necessary for the performance of the Contract; and
10. 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.
11. 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.
12. Clauses 14.a and 14.b shall not apply to any Information to the extent that either Party:
13. exercises rights of use or disclosure granted otherwise than in consequence of, or under, the Contract;
14. has the right to use or disclose the Information in accordance with other Conditions of the Contract; or
15. can show:
    1. 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;
    2. 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;
    3. 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
    4. 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.

1. 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.
2. The Authority may disclose the Information:
3. 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;
4. to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
5. to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
6. 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;
7. on a confidential basis for the purpose of the exercise of its rights under the Contract; or
8. 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.

1. Where the Authority intends to disclose Information to a commercial entity which is not a Central Government Body in accordance with clauses 13.f.(4) or 13.f.(5) above, the Authority will endeavour to provide the Contractor with 3 Business Days' notice in advance of such disclosure. In relation to a disclosure of Information made under clause 13.f.(3) above, if reasonably requested by the Contractor within 2 Business Days of such notice being given, where the Authority has not already done so, it will endeavour to procure from the intended recipient of the Information an agreement containing confidentiality terms the same as, or substantially similar to, those placed on the Authority under this Condition.
2. Before sharing any Information in accordance with clause 13.f, the Authority may redact the Information. Any decision to redact Information made by the Authority shall be final.
3. 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 their 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.
4. Nothing in this Condition shall affect the Parties' obligations of confidentiality where Information is disclosed orally in confidence.
5. **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.

1. **Change of Control of Contractor**
2. The Contractor shall notify the Representative of the Authority at the address given in clause 15.b, as soon as practicable, in writing of any intended, planned or actual change in control of the Contractor, including any Subcontractors. 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.
3. 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

**and** emailed to: DefComrclSSM-MergersandAcq@mod.gov.uk. 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.

1. 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 15.a. The Authority shall act reasonably in exercising its right of termination under this Condition.
2. If the Authority exercises its right to terminate in accordance with clause 15.d 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 15.e must be fully supported by documentary evidence. The decision whether to make such a payment shall be at the Authority’s sole discretion.
3. 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.
4. **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.

1. **Contractor’s Records**
2. 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.
3. 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:
4. 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
5. 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.
6. With regard to the records made available to the Authority under clause 1 of this Condition, and subject to the provisions of the 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.
7. Unless the Contract specifies otherwise the records referred to in this Condition shall be retained for a period of at least 6 years from:
8. the end of the Contract term;
9. termination of the Contract; or
10. the final payment

whichever occurs latest.

1. **Notices**
2. A Notice served under the Contract shall be:
3. in writing in the English Language;
4. authenticated by signature or such other method as may be agreed between the Parties;
5. sent for the attention of the other Party’s Representative, and to the address set out in Schedule 3 (Contract Data Sheet);
6. marked with the number of the Contract; and
7. delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in Schedule 3 (Contract Data Sheet), by electronic mail.
8. Notices shall be deemed to have been received:
9. 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;
10. 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;
11. if sent by facsimile or electronic means:
    1. 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
    2. 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.
12. **Progress Monitoring, Meetings and Reports**
13. 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.
14. 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:
15. performance/Delivery of the Contractor Deliverables;
16. risks and opportunities;
17. any other information specified in Schedule 3 (Contract Data Sheet); and
18. any other information reasonably requested by the Authority.

**Supply Of Contractor Deliverables**

1. **Supply of Contractor Deliverables and Quality Assurance**
2. 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.
3. The Contractor shall:
4. comply with any applicable quality assurance requirements specified in Schedule 3 (Contract Data Sheet) in providing the Contractor Deliverables; and
5. discharge its obligations under the Contract with all due skill, care, diligence and operating practice by appropriately experienced, qualified and trained personnel.
6. The provisions of clause 20.b. shall survive any performance, acceptance or payment pursuant to the Contract and shall extend to any remedial services provided by the Contractor.
7. The Contractor shall:
8. 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;
9. 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
10. 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.
11. **Marking of Contractor Deliverables**
12. 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).
13. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.
14. The marking shall include any serial numbers allocated to the Contractor Deliverable.
15. 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)).
16. **Packaging and Labelling (excluding Contractor Deliverables containing Munitions)**
17. Packaging responsibilities are as follows:
18. The Contractor shall be responsible for providing Packaging which fully complies with the requirements of the Contract.
19. 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.
20. The Contractor shall ensure all relevant information necessary for the effective performance of the Contract is made available to all subcontractors.
21. 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.
22. The Contractor shall supply Commercial Packaging meeting the standards and requirements of Def Stan 81-041 (Part 1). In addition the following requirements apply:
23. The Contractor shall provide Packaging which:
    1. 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
    2. is labelled to enable the contents to be identified without need to breach the package; and
    3. is compliant with statutory requirements and this Condition.
24. 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:
25. 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;
26. 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
27. 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.
28. The Contractor shall ascertain whether the Contractor Deliverables being supplied are, or contain, Dangerous Goods, and shall supply the Dangerous Goods in accordance with:
29. The Health and Safety At Work Act 1974 (as amended);
30. The Classification Hazard Information and Packaging for Supply Regulations (CHIP4) 2009 (as amended);
31. The REACH Regulations 2007 (as amended); and
32. The Classification, Labelling and Packaging Regulations (CLP) 2009 (as amended).
33. 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:
34. The Safety Of Lives At Sea Regulations (SOLAS) 1974 (as amended); and
35. The Air Navigation Order.
36. 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).
37. The Contractor shall comply with the requirements for the design of MLP which include clauses 23.f and 23.g as follows:
38. 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.
39. The MPAS certification (for individual designers) and registration (for organisations) scheme details are available from:

DES LSOC SpSvcs-SptEng-Pkg1

MOD Abbey Wood

Bristol, BS34 8JH

Tel. +44(0)30679-35353

Email. DESLSOC-SpSvcs-SptEng-Pkg1@mod.gov.uk

1. 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.
9. Unless otherwise stated in the Contract, one of the following procedures for the production of new or modified SPIS designs shall be applied:
10. If the Contractor or their subcontractor is the PDA they shall:
    1. 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.
    2. Where the Contractor or their subcontractor is registered they shall, on completion of any design work, provide the Authority with the following documents electronically:
       1. a list of all SPIS which have been prepared or revised against the Contract; and
       2. a copy of all new / revised SPIS, complete with all continuation sheets and associated drawings, where applicable, to be uploaded onto SPIN.
    3. 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).
11. 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.
12. 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).
13. 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).
14. 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 or equivalent condition, as appropriate.
15. In addition to any marking required by international or national legislation or regulations, the following package labelling and marking requirements apply:
16. 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:
17. 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.
18. Each consignment package shall be marked with details as follows:
    * 1. name and address of consignor;
      2. name and address of consignee (as stated in the Contract or order);
      3. destination where it differs from the consignee's address, normally either:
         + 1. delivery destination / address; or
           2. 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;
      4. the unique order identifiers and the CP&F Delivery Label / Form which shall be prepared in accordance with DEFFORM 129J.
19. If aggregated packages are used, their consignment marking and identification requirements are stated at clause 23.l.
20. 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:
21. description of the Contractor Deliverable;
22. the full thirteen digit NATO Stock Number (NSN);
23. the PPQ;
24. maker's part / catalogue, serial and / or batch number, as appropriate;
25. the Contract and order number when applicable;
26. the words “Trade Package” in bold lettering, marked in BLUE in respect of trade packages, and BLACK in respect of export trade packages;
27. shelf life of item where applicable;
28. 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);
29. any statutory hazard markings and any handling markings, including the mass of any package which exceeds 3kg gross; and
30. any additional markings specified in the Contract.
31. 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:
32. the full 13-digit NSN;
33. denomination of quantity (D of Q);
34. actual quantity (quantity in package);
35. manufacturer's serial number and / or batch number, if one has been allocated; and
36. the CP&F-generated unique order identifier.
37. 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).
38. The requirements for the consignment of aggregated packages are as follows:
39. 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.
40. Two adjacent sides of the outer container shall be clearly marked to show the following:
41. class group number;
42. name and address of consignor;
43. name and address of consignee (as stated on the Contract or Order);
44. destination if it differs from the consignee's address, normally either:
45. delivery destination / address; or
46. 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;
47. 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;
48. the CP&F-generated shipping label; and
49. any statutory hazard markings and any handling markings.
50. 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).
51. 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).
52. All Packaging shall meet the requirements of the Packaging (Essential Requirements) Regulations 2003 (as amended) where applicable.
53. 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).
54. 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.
55. 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.
56. 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/
57. 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.
58. In the event of conflict between the Contract and Def Stan 81-041, the Contract shall take precedence.
59. **Plastic Packaging Tax**
60. The Contractor shall ensure that any PPT due in relation to this Contract is paid in accordance with the PPT Legislation.
61. The Contract Price includes any PPT that may be payable by the Contractor in relation to the Contract.
62. On reasonable notice being provided by the Authority, the Contractor shall provide and make available to the Authority details of any PPT they have paid that relates to the Contract.
63. The Contractor shall notify the Authority, in writing, in the event that there is any adjustment required to the Contract Price in accordance with section 70 of the Finance Act 2021 and, on reasonable notice being provided by the Authority, the Contractor shall provide any such information that the Authority requires in relation to any such adjustment.
64. In accordance with Condition 17 the Contractor (and their sub-contractors) shall maintain all records relating to PPT and make them available to the Authority when requested on reasonable notice for reasons related to the Contract.
65. Where the Contractor manufactures, purchases or imports into the UK any Plastic Packaging Component in relation to the Contract the Contractor shall, on reasonable notice being given, provide the Authority with such information and documentation that it requires to enable the Authority to carry out due diligence checks and satisfy itself that the Contractor has complied with the requirements of the PPT Legislation. This shall include, but is not limited to the Contractor providing:
    1. confirmation of the tax status of any Plastic Packaging Component;
    2. documents to confirm that PPT has been properly accounted for;
    3. product specifications for the packaging components, including, but not limited to, the weight and composition of the products and any other product specifications that may be required; and
    4. copies of any certifications or audits that have been obtained or conducted in relation to the provision of Plastic Packaging Components.
66. The Authority shall have the right, on providing reasonable notice, to physically inspect or conduct an audit on the Contractor, to ensure any information that has been provided in accordance with clause 23.f above is accurate.
67. In the event the Contractor is not required to register for PPT they (and to the extent applicable, their sub-contractors) shall provide the Authority with a statement to this effect and, to the extent reasonably required by the Authority on reasonable notice, supporting evidence for that statement.
68. The Contractor shall provide, on the Authority providing reasonable notice, any information that the Authority may require from the Contractor for the Authority to comply with any obligations it may have under the PPT Legislation.
69. **Supply of Hazardous Materials or Substances in Contractor Deliverables**
70. The Contractor shall provide to the Authority:
71. 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
72. 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.
73. 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:
74. 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
75. 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.
76. 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.
77. 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).
78. 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.
79. 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:
80. activity;
81. the substance and form (including any isotope);
82. 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.
83. 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).
84. 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:
85. Hard copies to be sent to:

Hazardous Stores Information System (HSIS)

Spruce 2C, #1260

MOD Abbey Wood (South)

Bristol, BS34 8JH

1. Emails to be sent to: DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk
2. SDS which are classified above OFFICIAL including Explosive Hazard Data Sheets (EHDS) for OME are not to be sent to HSIS and must be held by the respective Authority Delivery Team.
3. Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Substances, Mixtures and Articles in Contractor Deliverables. Any withholding of information concerning hazardous Substances, Mixtures or Articles in Contractor Deliverables 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.
4. 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.
5. **Timber and Wood-Derived Products**
6. All Timber and Wood-Derived Products supplied by the Contractor under the Contract:
7. shall comply with the Contract Specification; and
8. must originate either:
   1. from a Legal and Sustainable source; or
   2. from a FLEGT-licensed or equivalent source.
9. 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:
10. identification, documentation and respect of legal, customary and traditional tenure and use rights related to the forest;
11. mechanisms for resolving grievances and disputes including those relating to tenure and use rights, to forest management practices and to work conditions; and
12. safeguarding the basic labour rights and health and safety of forest workers.
13. 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.
14. 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.
15. 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.
16. 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).
17. 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:
18. a record tracing the Recycled Timber to its previous end use as a standalone object or as part of a structure; and
19. an explanation of the circumstances that rendered it impractical to record Evidence of proof of timber origin.
20. The Authority may disclose the Information:
21. 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:
22. verify the forest source of the timber or wood; and
23. assess whether the source meets the relevant criteria of clause 25.b.
24. 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).
25. 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).
26. 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).
27. The Contractor shall obtain any wood, other than processed wood, used in Packaging from:
28. 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.forestryengland.uk/) and all such wood shall be treated for the elimination of raw wood pests and marked in accordance with that Programme; or
29. 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).
30. **Certificate of Conformity**
31. 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.
32. Each CofC should include the wording "Certificate of Conformity" in the title of the document to allow for easy identification. One CofC is to be used per NSN/part number; a CofC must not cover multiple line items.
33. The Contractor shall consider the CofC to be a record in accordance with Condition 17 (Contractor’s Records).
34. The Information provided on the CofC shall include:
35. Contractor’s name and address;
36. Contractor unique CofC number;
37. Contract number and where applicable Contract amendment number;
38. details of any approved concessions;
39. acquirer name and organisation;
40. Delivery address;
41. Contract Item Number from Schedule 2 (Schedule of Requirements);
42. description of Contractor Deliverable, including part number, specification and configuration status;
43. NATO Stock Number (NSN) (where allocated);
44. identification marks, batch and serial numbers in accordance with the Specification;
45. quantities;
46. 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.

1. 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).
2. **Access to Contractor’s Premises**
3. 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.
4. 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.
5. **Delivery / Collection**
6. 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.
7. 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:
8. 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;
9. comply with any special instructions for arranging Delivery in Schedule 3 (Contract Data sheet);
10. 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;
11. be responsible for all costs of Delivery; and
12. 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.
13. 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:
14. 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;
15. comply with any special instructions for arranging Collection in Schedule 3 (Contract Data Sheet);
16. 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;
17. 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
18. 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).
19. Title and risk in the Contractor Deliverables shall only pass from the Contractor to the Authority:
20. on the Delivery of the Contractor Deliverables by the Contractor to the Consignee in accordance with clause 28.b; or
21. 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.
22. **Acceptance**
23. 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:
24. the Authority does any act in relation to the Contractor Deliverable which is inconsistent with the Contractor’s ownership; or
25. the time limit in which to reject the Contractor Deliverables defined in clause 30.b has elapsed.
26. **Rejection**
27. If any of the Contractor Deliverables Delivered to the Authority do not conform to the Specification or any other terms of the 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.
28. 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:**

1. Where the Authority suspects that any Contractor Deliverable or consignment of Contractor Deliverables contains Counterfeit Materiel, it shall:
   1. notify the Contractor in writing of its suspicion and reasons therefore;
   2. where reasonably practicable, 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. at its discretion, provide the Contractor with a sample of the Contractor Deliverable or consignment for validation or testing purposes by the Contractor (at the Contractor’s own risk and expense);
   4. 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
   5. 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.
2. 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 and 30.b (Rejection), and provide written notification to the Contractor of the rejection.
3. In addition to its rights under 30.a and 30.b (Rejection), where the Authority has determined 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).
4. Where the Authority intends to exercise its rights under clause 30.e the Contractor may, subject to the agreement of the Authority (and at the Contractor’s own risk and expense and subject to any reasonable controls and timeframe agreed), arrange, 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 reasonably satisfied does not contain Counterfeit Materiel.
5. In respect of any Contractor Deliverable, consignment or part thereof that is retained in accordance with clause 30.e, including where the Authority permits the Contractor to remove non-Counterfeit Materiel under clause 30.f but the Contractor fails to do so within the period agreed and subject to clause 30.k, the Authority shall be entitled to exercise any, all, or any combination of, the following rights:
   1. to dispose of it responsible, 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, at the discretion of the Authority, be shared with the Contractor; and/or
   4. to recover the appropriate, attributable, and reasonable costs incurred by the Authority in respect of testing, storage, access, and/or disposal of it from the Contractor;

and exercise of the rights granted at clauses 30.g.(1) to 30.g.(3) shall not constitute acceptance under Condition 29 (Acceptance).

1. Any scrap or other disposal payment received by the Authority shall be off set against any amount due to the Authority under clause 30.g.(4). If the value of the scrap or other disposal payment exceeds the amount due to the Authority under clause 30.g.(4) then the balance shall accrue to the Contractor.
2. The Authority shall not use a retained Contractor Deliverable or consignment other than as permitted in clauses 30.c – 30.k.
3. The Authority may report a discovery of Counterfeit Materiel and disclose information necessary for the identification of similar materiel and its possible sources.
4. 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 clauses 30.c – 30.k except:
   1. in relation to the balance that may accrue to the Contractor in accordance with clause 30.h; or
   2. 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.(5). In such circumstances the Authority shall reimburse the Contractors reasonable costs of complying with clause 30.c.
5. **Diversion Orders**
6. 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.
7. 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.
8. The Authority reserves the right to cancel the Diversion Order.
9. 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.
10. 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.
11. 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**

1. 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.
2. 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:
3. 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:
4. the end user as: Her Britannic Majesty’s Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter “HM Government”); and
5. the end use as: For the Purposes of HM Government; and
6. 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".
7. 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.
8. 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.
9. 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:
10. 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
11. the Authority shall provide sufficient information, certification, documentation and other reasonable assistance as may be necessary to support the application for the requested variation.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. The Contractor shall use reasonable endeavours to identify whether any Contractor Deliverable is subject to:
18. a non-UK export licence, authorisation or exemption; or
19. 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).
20. 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.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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.
29. Where:
30. 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
31. 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.

1. 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**

1. 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.

1. If the Information required under clause 34.a has been notified previously, the Contractor may meet their obligations by giving details of the previous notification.
2. 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 1949;
   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.
3. 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.
4. 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.
5. 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.
6. 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.
7. The Authority shall assume all liability and shall indemnify the Contractor, their 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. The Authority shall assume all liability and indemnify the Contractor, their 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.
13. 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.
14. 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 their 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.
15. 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.
16. 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. Notification of Intellectual Property Rights (IPR) Restrictions
17. Where any of the conditions listed below (1 to 3) have been added to the Conditions of the Contract as project specific DEFCONs at Clause 45, or where required by Clauses 34.a. - 34.q., the Contractor warrants and confirms that all Intellectual Property Rights restrictions and associated export restrictions relating to the use or disclosure of the Contractor Deliverables that are notifiable under those Conditions, or of which the Contractor is or should reasonably be aware as at Effective Date of Contract, are disclosed in Schedule 10 (Notification of Intellectual Property Rights (IPR) Restrictions). (1) DEFCON 15 - including notification of any self-standing background Intellectual Property; (2) DEFCON 90 - including copyright material supplied under clause 5; (3) DEFCON 91 - limitations of Deliverable Software under clause 3b.
18. The Contractor shall promptly notify the Authority in writing if they become aware during the performance of the Contract of any required additions, inaccuracies or omissions in Schedule 10.
19. Any amendment to Schedule 10 shall be made in accordance with Condition 6.

**Pricing and Payment**

**35. Contract Price**

1. 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).
2. 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.
3. In accordance with Schedule 2 (Schedule of Requirements) Table 1, Years 1-3 and Option 4 (BOC Interface) of this Contract are Firm Priced . Years 4-8 will be priced in accordance with Schedule 26 using the “HQTI - Top Level SPPI, Sections H to U excl. Section K” index published by The Office for National Statistics (ONS).
4. The monthly service fee is subject to the KPI service credit process detailed in Schedule 13 (Service Levels).
5. On each contract year anniversary, Annex A to Schedule 12 - Additional Services – Agreed Tasking Rates will be subject to an indexation adjustment in accordance with the "Retail Price Index (RPI) – Table 37 RPI – All items percentage change over 12 months" as published by The Office for National Statistics (ONS).

**36. Payment and Recovery of Sums Due**

1. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 36.b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
2. Where the Contractor submits an invoice to the Authority in accordance with clause 36.a, the Authority will consider and verify that invoice in a timely fashion.
3. 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.
4. Where the Authority fails to comply with clause 36.b 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 36.c after a reasonable time has passed.
5. 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 the Contract.
6. 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**

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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).
7. 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**

1. 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:
2. reduction of any sums in respect of which the Authority exercises its right of recovery under clause 36.f
3. all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and
4. the Authority receiving notification under both clauses 38.b and 38.c(2).
5. 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.
6. The Contractor shall ensure that the Assignee:
7. is made aware of the Authority’s continuing rights under clauses 38.a(1) and 38.a(2); and
8. 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).
9. 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**

1. Subcontracting any part of the Contract shall not relieve the Contractor of any of the Contractor’s obligations, duties or liabilities under the Contract.
2. Where the Contractor enters into a Subcontract he shall cause a term to be included in such Subcontract:
3. providing that where the Subcontractor submits an invoice to the Contractor, the Contractor will consider and verify that invoice in a timely fashion;
4. 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;
5. 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
6. 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**

1. 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.
2. 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.
3. 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:**

1. 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:
   1. 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
   2. 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.
9. Where the Contractor is a company registered in England:
10. 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
11. the court making an administration order in relation to the company; or
12. 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
13. the company passing a resolution that the company shall be wound-up; or
14. the court making an order that the company shall be wound-up; or
15. 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.

1. 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:**

1. 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'):
2. offer, promise or give to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
   1. 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
   2. for showing or not showing favour or disfavour to any person in relation to this or any other Contract with the Crown.
3. 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.
4. 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:
5. to terminate the Contract and recover from the Contractor the amount of any loss resulting from the termination;
6. to recover from the Contractor the amount or value of any such gift, consideration or commission; and
7. to recover from the Contractor any other loss sustained in consequence of any breach of this condition, where the Contract has not been terminated.
8. In exercising its rights or remedies under this condition, the Authority shall:
9. 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;
10. give all due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
    1. 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;
    2. 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.
11. 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**

1. 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.
2. 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:
3. not start work on any element of the Contractor Deliverables not yet started;
4. complete in accordance with the Contract the provision of any element of the Contractor Deliverables;
5. 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;
6. 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.
7. Where this condition applies (and subject always to the Contractor’s compliance with any direction given by the Authority under clause 42.b):
8. 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:
9. in the possession of the Contractor at the date of termination; and
10. 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;

1. 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:
2. all such unused and undamaged materiel; and
3. 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;
4. 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.
5. 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:
6. the Contractor taking all reasonable steps to mitigate such loss; and
7. 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.
8. 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.
9. 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:
10. the name of the Contractor shall be substituted for the Authority except in clause 42.c(1);
11. the notice period for termination shall be as specified in the subcontract, or if no period is specified twenty (20) business days; and
12. 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.
13. Claims for payment under this condition shall be submitted in accordance with the Authority’s direction.

**43. Material Breach**

1. 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.
2. 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:
3. carrying out any work that may be required to make the Contractor Deliverables comply with the Contract; or
4. 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. LIMITATIONS ON LIABILITY**

**Unlimited liabilities**

**Definitions**

* 1. In this Condition 45 the following words and expressions shall have the meanings given to them, except where the context requires a different meaning:

“Charges” means any of the charges for the provision of the Services, Contractor Deliverables and the performance of any of the Contractor’s other obligations under this Contract, as determined in accordance with this Contract;

“Data Protection Legislation” means all applicable Law in force from time to time in the UK relating to the processing of personal data and privacy, including but not limited to:

(1) UK GDPR;

(2) DPA 2018; and

(3) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) as amended, each to the extent that it relates to the processing of personal data and privacy;

“Default” means any breach of the obligations of the relevant Party (including fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party, its employees, servants, agents or subcontractors in connection with or in relation to the subject matter of this Contract and in respect of which such Party is liable to the other. In no event shall a failure or delay in the delivery of an Authority responsibility or an activity to be carried out by the Authority or its representatives in accordance with the Contract be considered a Default;

‘DPA 2018’ means the Data Protection Act 2018;

“Law” means any applicable law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, regulation, order, regulatory policy, mandatory guidance or code of practice judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body;

“Service Credits” means the amount that the Contractor shall credit or pay to the Authority in the event of a failure by the Contractor to meet the agreed Service Levels as set out/referred to in Schedule 13 – Service Level Agreement.

Term” means the period commencing on the date on which this Contract takes effect and ending on the expiry of three years or on earlier termination of this Contract.

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

* 1. Neither Party limits its liability for;
     1. death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable);
     2. fraud or fraudulent misrepresentation by it or its employees;
     3. breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
     4. any liability to the extent it cannot be limited or excluded by law.
  2. The financial caps on the Contractor's liability set out in Clause 45.4 and 45.5 below shall not apply to the following:
     1. for any indemnity given by the Contractor to the Authority under this Contact, including but not limited to:
        1. the Contractor's indemnity in relation to DEFCON 91 (Intellectual Property in Software) and DEFCON 632 (Third Party IP - Rights and Restrictions);
        2. the Contractor's indemnity in relation to TUPE at Schedule: NOT APPLICABLE;
     2. for any indemnity given by the Authority to the Contractor under this Contract, including but not limited to:
        1. the Authority’s indemnity under DEFCON 514A (Failure of Performance under Research and Development Contracts);
        2. the Authority’s indemnity in relation to TUPE under Schedule: NOT APPLICABLE;
     3. breach by the Contractor of DEFCON 532A and Data Protection Legislation; and
     4. to the extent it arises as a result of a Default by either Party, any fine or penalty incurred by the other Party pursuant to Law and any costs incurred by such other Party in defending any proceedings which result in such fine or penalty.
     5. For the avoidance of doubt any payments due from either of the Parties to the other in accordance with DEFCON 811 or the Defence Reform Act 2014 and/or the Single Source Contract Regulations 2014, as amended from time to time, shall not be excluded or limited under the provisions of Clauses 45.4 and/or 45.5 below.

**Financial limits**

* 1. Subject to Clauses 45.2 and 45.3 and to the maximum extent permitted by Law:
     1. throughout the Term the Contractor's total liability in respect of losses that are caused by Defaults of the Contractor shall in no event exceed:

1. in respect of DEFCON 76 (Contractor’s Personnel at Government Establishments) £1,000,000 in aggregate;
2. in respect of DEFCON 514 (Material Breach) £1,000,000 in aggregate;
3. in respect of DEFCON 611 (Issued Property) £10,000 in aggregate; and
4. in respect of DEFCON 612 (Loss of or damage to the Articles) £10,000 in aggregate;
   * 1. without limiting Clause 45.4.1 and subject always to Clauses 45.2, 45.3 and 45.4.3, the Contractor's total liability throughout the Term in respect of all other liabilities (but excluding any Service Credits paid or payable in accordance with service credit/performance and any other relevant provisions, whether in contract, in tort (including negligence), arising under warranty, under statute or otherwise under or in connection with this Contract shall be £1,000,000 in aggregate.
     2. on the exercise of any and, where more than one, each option period or agreed extension to the Term, the limitation of the Contractor's total liability (in aggregate) set out in Clauses 45.4.1 and 45.4.2 above shall be fully replenished such that on and from each such exercise or extension of the Term, the Authority shall be able to claim up to the full value of the limitation set out in Clauses 45.4.1 and 45.4.2 of this Contract.
   1. Subject to Clauses 45.2, 45.3 and 45.6, and to the maximum extent permitted by Law the Authority's total liability (in aggregate) whether in contract, in tort (including negligence), under warranty, under statute or otherwise under or in connection with this Contract shall in respect of all liabilities (taken together) be limited to the Charges paid by the Authority in the relevant Contract Year in respect of any and all claims in that Contract Year.
   2. Clause 45.5 shall not exclude or limit the Contractor's right under this Contract to claim for the Charges.

**Consequential loss**

* 1. Subject to Clauses 45.2, 45.3 and 45.8, neither Party shall be liable to the other Party or to any third party, whether in contract (including under any warranty), in tort (including negligence), under statute or otherwise for or in respect of:
     1. indirect loss or damage;
     2. special loss or damage;
     3. consequential loss or damage;
     4. loss of profits (whether direct or indirect);
     5. loss of turnover (whether direct or indirect);
     6. loss of business opportunities (whether direct or indirect); or
     7. damage to goodwill (whether direct or indirect),

even if that Party was aware of the possibility of such loss or damage to the other Party.

* 1. The provisions of Clause 45.7 shall not restrict the Authority's ability to recover any of the following losses incurred by the Authority to the extent that they arise as a result of a Default by the Contractor:
     1. any additional operational and administrative costs and expenses arising from the Contractor's Default, including any costs paid or payable by the Authority:

1. to any third party;
2. for putting in place workarounds for the Contractor Deliverables and other deliverables that are reliant on the Contractor Deliverables; and relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
   * 1. any or all wasted expenditure and losses incurred by the Authority arising from the Contractor's Default, including wasted management time;
     2. the additional cost of procuring and maintaining in place transitional assistance and replacement deliverables for the remainder of the Term and any option period or agreed extension to the Term (including legal and other consultants' fees, re-procurement project costs, other expenses associated with such exercise and any increase in the fees for the replacement services over and above the Contract Price that would have been payable for the relevant Contractor Deliverables);
     3. any losses arising in connection with the loss, destruction, corruption, inaccuracy or degradation of Authority data, or other data or software, including, to the extent the Authority data, other data or software can be recovered or reconstituted, the fees, costs and expenses of reconstituting such Authority data, data or software;
     4. damage to the Authority's physical property and tangible assets, including damage under DEFCON 76 and 611;
     5. costs, expenses and charges arising from, or any damages, account of profits or other award made for, infringement of any third-party Intellectual Property Rights or breach of any obligations of confidence;
     6. any additional costs incurred by the Authority in relation to the Authority's contracts with a third party (including any compensation or interest paid to a third party by the Authority) as a result of the Default (including the extension or replacement of such contracts);
     7. any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty; or
     8. any savings, discounts or price reductions during the Term and any option period or agreed extension to the Term committed to by the Contractor pursuant to this Contract.

**Invalidity**

* 1. If any limitation or provision contained or expressly referred to in this Clause 45 is held to be invalid under any Law, it will be deemed to be omitted to that extent, and if any Party becomes liable for loss or damage to which that limitation or provision applied, that liability will be subject to the remaining limitations and provisions set out in this Clause 45.

**Third party claims or losses**

* 1. Without prejudice to any other rights or remedies the Authority may have under this Contract (including but not limited to any indemnity claim under DEFCONs 91 and 632 or at Law), the Authority shall be entitled to make a claim under this Contract against the Contractor in respect of any losses incurred by the Authority which arise out of a claim made against the Authority by a third party under any contract with that third party provided that such third party claim:
     1. arises naturally and ordinarily as a result of the Contractor's failure to provide the Contractor Deliverables or failure to perform any of its obligations under this Contract; and
     2. is a type of claim or loss that would have been recoverable under this Contract if the third party were a party to this Contract (whether as the Authority or the Contractor), such claim to be construed as direct losses for the purpose of this Contract.

**No double recovery**

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

**ADDITONAL CONDITIONS**

**46.1 The project specific DEFCONS and DEFCON SC variants that apply to the Contract are:**

|  |  |  |
| --- | --- | --- |
| **DEFCON No** | **DEFCON Edition** | **Description and Applicable Notes.** |
| 5J | 18/11/16 | Unique Identifiers |
| 14 | 11/12 | Inventions And Designs Crown Rights and Ownership Of Patents and Registered Designs |
| 35 | 06/21 | Progress Payments |
| 76 (SC2) | 11/22 | Contractors Personnel at Government Establishments |
| 82 (SC2) | 06/21 | Special Procedure For Initial Spares |
| 90 | 06/21 | Copyright |
| 91 | 06/21 | Intellectual Property Rights In Software |
| 117 (SC2) | 07/21 | Supply Of Information For NATO Codification and Defence Inventory Introduction |
| 126 | 06/21 | International Collaboration |
| 522 | 11/21 | Payment and Recovery of Sums Due |
| 532B | 12/22 | Protection Of Personal Data (Where Personal Data is being processed on behalf of the Authority)  Note: See completed DEFFORM 532 at Schedule 28 to this Contract. |
| 605 (SC2) | 11/17 | Financial Reports |
| 611 (SC2) | 12/22 | Issued Property |
| 624 (SC2) | 08/22 | Use Of Asbestos |
| 625 | 06/21 | Co-operation on Expiry of Contract |
| 647 (SC2) | 05/21 | Financial Management Information  Financial Management Information – Annex A and Annex B |
| 653 | 12/14 | Pricing On Ascertained Costs |
| 658 (SC2) | 10/22 | Cyber  **Note:** Further to DEFCON 658 the Cyber Risk Profile of the Contract is ‘**High**’, as defined in **Def Stan 05-138.** The Cyber Security Risk Assessment reference number is RAR-K78JWBWQ |
| 659A | 09/21 | Security Measures |
| 660 | 12/15 | Official-Sensitive Security Requirements |
| 694 (SC2) | 07/21 | Accounting For Property Of The Authority |

**46.2 Additional Project Specific DEFSTANS that apply to this Contract are;**

|  |  |
| --- | --- |
| **DEFSTAN** | **Description** |
| Def Stan 05-138 Issue 3 | Cyber Security for Defence Suppliers |

1. **The special Conditions that apply to the Contract are:** 
   1. **Intellectual Property Rights**
      1. Inward Commercial Off The Shelf software licences shall be procured using the Authority’s standard inward software licence as appended at Schedule 23. In the event that the Contractor having used all reasonable endeavours is unable to procure such software using Schedule 23 it will notify the Authority and consult on an appropriate course of action.
   2. **Earned Value Management**
      1. The Contractor shall develop, deliver and update as required over the term of the Contract, an Earned Value Management Plan (EVMP) in accordance with the requirements stated in Schedule 27.
   3. **Transfer Regulations – Employee Transfer Arrangements on Exit.**
      1. For TUPE Entry and Exit Conditions, Schedule 22 refers.
   4. **Key Performance Indicators**
      1. Key Performance Indicators shall be in accordance with Schedule 13 and Schedule 21.
   5. **Limits of Liability** 
      1. The total amount to be paid by the Authority to the Contractor against the Schedule of Requirements Line Items 3 and 4 shall not exceed the stated financial limits set.
      2. Where expenditure against any limit of liability on the contract reaches 80% of the sum mentioned in Schedule of Requirements Line Items 3 and 4, the Contractor shall, without waiting for the next Quarterly Contract Meeting or report due to be submitted, immediately inform the Authority’s Commercial Officer (see box 2, DEFFORM 111).

1. **The processes that apply to this Contract are:** 
   1. **Additional Services – Tasking Procedure**
2. This tasking process which relates to the Defence Air Passenger Services System (DAPSS) Potential Future Services as detailed in Part E of Schedule 11 - Statement of Requirement only, shall only be delivered in accordance with this clause 48.1 a.
   1. In the event that a Task is required for professional services this shall be agreed between both parties in accordance with Schedule 12 - Additional Services.
3. Tasking Process:
   1. Prior to the Contractor commencing DAPSS professional service provision in each instance, the Parties shall agree specific deliverables, critical acceptance criteria and the number of days of professional service required.
   2. In each instance the Contractor shall not commence professional service provision until it has received written authorisation from the Authority Commercial Officer detailed at Box 1 of the Defform 111.
   3. For the avoidance of doubt the Authority is not committed to any professional services.
4. Travel and Subsistence:
   1. Travel and Subsistence expenses associated with the provision of Requirement Management Tool professional services will be payable on a reimbursement basis upon the Supplier producing valid receipts and providing that individual expenses are within the caps specified in the Buyer's policy document "Ministry of Defence - Business Travel Guide V6”.
   2. **Contract Options** 
      1. The duration of this contract is 5 Years in accordance with Schedule 2 – Schedule of Requirements and Schedule 3 – Contract Data Sheet. Prior to the end of the 5 years, Option 1, may be considered, this will be same for Option 2 and Option 3 at the end of option 1, or 2 (if exercised).
      2. The Authority shall notify the contractor by way of proposed contract amendment if any of the Option(s) are to be exercised. Once the Amendment is signed and returned the Option will then be added as an additional line item to the Schedule of Requirements and form part of the Contract.
      3. The Option(s), if exercised, must be invoked prior to the Contract Expiry Date identified in Schedule 3 –Contract Data Sheet – to the Contract.
      4. For the avoidance of doubt the Authority is not obligated to exercise any Option(s).
   3. **Progress Meeting and Reporting Governance**
      1. Quarterly Progress Meetings shall be conducted in accordance with Schedule 3 - Contract Data Sheet – and Schedule 29 - Progress Meeting and Reporting Governance.

**Contract** **701575803 for the Provision of a Defence Air Passenger Services System**.

This Contract shall come into effect on the date of signature by both parties.

**For and on behalf of Unisys Limited**

|  |  |
| --- | --- |
| Name, Title and Company Position | Unisys Limited  Finance Director |
| Signature | *[Redacted]* |
| Date | 05/12/2023 |

**For and on behalf of the Secretary of State for Defence**

|  |  |
| --- | --- |
| Name and Title | Sarah Mitchell  Senior Commercial Manager |
| Signature | *[Redacted]* |
| Date | 05/12/2023 |

# Schedule 1 - Definitions of Contract

|  |  |
| --- | --- |
| **Article** | means, in relation to clause 24 and Schedule 6 only, an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition; |
| **Articles** | means (except in relation to Schedule 10) the Contractor Deliverables (goods and/or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports. (This definition only applies when DEFCONs are added to these Conditions); |
| **Authority** | means the Secretary of State for Defence acting on behalf of the Crown; |
| **Authority’s Representative(s)** | shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority’s Representative(s) in connection with the Contract. Where the term “Authority’s Representative(s)” in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority’s Representative(s) shall be the designated person(s) for the purposes of Condition 7; |
| **Business Day** | means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays; |
| **Central Government Body** | a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:  a. Government Department;  b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);  c. Non-Ministerial Department; or  d. Executive Agency; |
| **Collect** | means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with Clause 28.c and Collected and Collection shall be construed accordingly; |
| **Commercial Packaging** | means commercial Packaging for military use as described in Def Stan 81-041 (Part 1) |
| **Conditions** | means the terms and conditions set out in this document; |
| **Consignee** | means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order; |
| **Consignor** | means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected; |
| **Contract** | means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition 6 ( Formal Amendments to the Contract); |
| **Contract Price** | means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract. |
| **Contractor** | means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority; |
| **Contractor Deliverables** | means the goods and/or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract; |
| **Control** | means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:  a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or  b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor;  and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor; |
| **CPET** | means the UK Government’s Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy; |
| **Crown Use** | in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949; |
| **Dangerous Goods** | means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulation, or classified and authorised only under the conditions prescribed by the:  a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011);  b. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR);  c. Regulations Concerning the International Carriage of Dangerous Goods by Rail (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. |
| **DBS Finance** | means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet); |
| **DEFFORM** | means the MOD DEFFORM series which can be found at <https://www.kid.mod.uk>; |
| **DEF STAN** | Means Defence Standards which can be accessed at <https://www.dstan.mod.uk>; |
| **Deliver** | means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with Condition 28 and Delivered and Delivery shall be construed accordingly; |
| **Delivery Date** | means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection; |
| **Denomination of Quantity (D of Q)** | means the quantity or measure by which an item of material is managed; |
| **Design Right(s)** | has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988; |
| **Diversion Order** | means the Authority’s written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet); |
| **Effective Date of Contract** | means the date upon which both Parties have signed the Contract; |
| **Evidence** | means either:  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  b. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET; |
| **Firm Price** | means a price (excluding VAT) which is not subject to variation; |
| **FLEGT** | means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging; |
| **Government Furnished Assets (GFA)** | is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority; |
| **Hazardous Contractor Deliverable** | 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; |
| **Independent Verification** | means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to “ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent”, and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to “ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent”; |
| **Information** | means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract; |
| **Issued Property** | means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority; |
| **Legal and Sustainable** | means production and process methods, also referred to as timber production standards, as defined by the document titled “UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement". The edition current on the day the Contract documents are issued by the Authority shall apply; |
| **Legislation** | means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, or any exercise of Royal Prerogative; |
| **Military Level Packaging (MLP)** | means Packaging that provides enhanced protection in accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain; |
| **Military Packager**  **Approval Scheme (MPAS)** | is a MOD sponsored scheme to certify military Packaging designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4); |
| **Military Packaging Level (MPL)** | shall have the meaning described in Def Stan 81-041 (Part 1); |
| **Mixture** | means a mixture or solution composed of two or more substances; |
| **MPAS Registered Organisation** | is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements; |
| **MPAS Certificated Designer** | shall mean an experienced Packaging designer trained and certified to MPAS requirements; |
| **NATO** | means the North Atlantic Treaty Organisation which is an inter-governmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949; |
| **Notices** | shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract; |
| **Overseas** | shall mean non UK or foreign; |
| **Packaging** | Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user;  Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract; |
| **Packaging Design Authority (PDA)** | shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3; |
| **Parties** | means the Contractor and the Authority, and Party shall be construed accordingly; |
| **Plastic Packaging Components** | shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary legislation; |
| **PPT** | means a tax called “plastic packaging tax” charged in accordance with Part 2 of the Finance Act 2021; |
| **PPT Legislation** | means the legislative provisions set out in Part 2 and Schedule 9-15 of the Finance Act 2021 together with any secondary legislation made under powers contained in Part 2 of the Finance Act 2021. This includes, but is not limited to, The Plastic Packaging Tax (Descriptions of Products) Regulations 2021 and The Plastic Packaging Tax (General) Regulations 2022; |
| **Primary Packaging Quantity (PPQ)** | means the quantity of an item of material to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1); |
| **Publishable Performance Information** | means any of the Information in Schedule 9 (KPI Data Report) as it relates to Key Performance Indicator where it is expressed as publishable in the table in Schedule 9 which shall not contain any Information which is exempt from disclosure which shall be determined by the Authority; and which shall not constitute Sensitive Information; |
| **Recycled Timber** | 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:  a. pre-consumer reclaimed wood and wood fibre and industrial by-products;  b. post-consumer reclaimed wood and wood fibre, and driftwood;  c. reclaimed timber abandoned or confiscated at least ten years previously;  it excludes sawmill co-products; |
| **Safety Data Sheet** | has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended); |
| **Schedule of Requirements** | means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable; |
| **Sensitive Information** | means the Information listed in the completed Schedule 5 (Contractor’s Sensitive Information), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication; |
| **Short-Rotation Coppice** | 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; |
| **Specification** | means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, and shall include any document or item which, individually or collectively is referred to in Schedule 2 (Schedule of Requirements). The Specification forms part of the Contract and all Contractor Deliverables to be supplied by the Contractor under the Contract shall conform in all respects with the Specification; |
| **STANAG 4329** | means the publication NATO Standard Bar Code Symbologies which can be sourced at [https://www.dstan.mod.uk/faqs.html](http://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; |
| **Substance** | means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition; |
| **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, except for (i) any Information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information; |
| **Virgin Timber** | means Timber and Wood-Derived Products that do not include Recycled Timber. |

Where project specific DEFCONs are included under Condition 45 definitions shall be in accordance with DEFCON 501.

**Annex A to Schedule 1 – Additional Definitions of Contract**

|  |  |
| --- | --- |
| API | Application Programming Interface |
| Authorised User(s) / User(s) | Any person having been given access to the software by the Authority.  This will include, but is not limited to, people within DE&S, Front Line Commands, and industry partners. |
| Authority | Representative from the Ministry of Defence which may be DE&S |
| Authority to Operate (AtO) | Means the risks or issues introduced by the service are accepted and the service has proven it can meet the User’s needs. The service is authorised to operate within its agreed parameters. Only when the service deviates beyond these parameters will it be required to revisit the release process. An AtO is given to projects following a successful probationary period after the introduction or change to an ICT Service. It is issued by the Network Operating Authority following its assessment of behaviour of the Service. |
| Critical Acceptance Criteria | Means Pre-established standards or requirements a product or project must meet. |
| DD | Defence Digital - an organisation within the UK MOD whose responsibility is information and communications technology support for MoD operations and business. |
| Firm Price | A price (excluding VAT) which is not subject to variation. |
| Full Operating Capability (FOC) | Means:  • System stable for 2 consecutive months with no Very High Priority incidents  • Support Solution working in line with KPIs defined in the contract  • Backup schedule in place and demonstrated working  • Disaster Recovery demonstrated in the Live Environment and signed off by DE&S DAPSS Project Manager |
| Initial Operating Capability (IOC) | Means:  All testing complete and IATO, at the minimum, achieved. This includes the proven readiness of integrated capability across all DLODs in accordance with the Business requirements.  Support Solution in place and available to the Business.  All agreed URs delivered and signed off  Software delivered:  • All appropriate data from current system imported and integrated into the DAPSS System and available for continued use  • User accounts created for all current Users  • Conversion training delivered to all current Users  • Software available for use on MODNet at all locations as per the SoR  Peripherals Delivered  • All Peripherals accredited for connection to MODNet  • All Peripherals delivered to all locations to the quantities defined in the SoR  • Peripheral consumables delivered to all locations as per the SoR  • All Peripherals connected to MODNet and available for use  External Interfaces  • Interface to UK Border Force running correctly |
| Interim Authority to Operate (IAtO) | Means the approval given by Defence Digital where the risks or issues introduced by the service are known and deemed to be acceptable to allow the system to connect to the network for a probationary period of up to 6 months, to test and verify in the live environment, prior to full AtO being granted. |
| ITAR | International Traffic in Arms Regulations – US regulations governing the sales of arms including regulations ensuring information regarding the relevant assets is kept secure. |
| Knowledge in Defence (KiD) | KiD defines how we conduct, govern, and control our defence acquisition process and is the primary bearer of all policy and guidance governing defence’s project delivery and commercial functions. |
| KSR | Key System Requirement. |
| Maximum Price | A maximum price is a limit or cap on a price set against agreed outputs which should include contingency for risk- it is the highest price agreed between the parties. A price below the maximum is acceptable, and no intervention would follow.  All prices are based on actuals. |
| MI | Management Information. |
| Milestone Payment | A firm price payment for the achievement of an agreed deliverable that has met the acceptance criteria. |
| MODnet | The ‘official’ IT Network for the Ministry of Defence. |
| Monthly Service Payment | A Monthly fee paid for provision of the SaaS solution including but not limited to updates to the latest version of the SaaS tool, provision of user training, Technical support and service. |
| Network Operating Authority (NOA) | The Network Operating Authority (NOA) provides day-to-day operational management of the Defence network, monitoring and managing more than 750,000 configurable IT assets. Network Operating Authority: protects, operates and defends the Defence network thereby preserving its operational capability and integrity. |
| OGD | Other Government Departments, including public bodies. |
| Overseas | All operational and training locations, apart from Germany, to which UK MOD forces deploy.  All SMS data manipulation will be in UK £. |
| RPA | Robotic Process Automation. |
| RPO | Recovery Point Objective - The maximum targeted period in which data (transactions) might be lost from an IT service due to a major incident. |
| RTO | Recovery Time Objective - the targeted duration of time and a service level within which access to the service can be restored after a disaster (or disruption). |
| SaaS | Software as a Service solution – Software provided as per a monthly subscription. |
| Service Level Agreement (SLA) | Means a contract between a service provider (either internal or external) and the end user that defines the level of service expected from the service provider. |
| Working Day | Means Monday to Friday, 09:00am to 05:00pm (UTC). Excluding English Bank Holidays. |

# Schedule 2 - Schedule of Requirements

**for Contract No: 701575803 – ‘The provision of a Defence Air Passenger Services System (DAPSS)**

**Table 1 – Milestone Payments**

|  |  |  |  |
| --- | --- | --- | --- |
| **Milestone** / Line Item | **Description** | **Delivery Date** | **Milestone Payment**  **Firm Price £ (ex VAT)** |
| 0 | DAPSS Software Project Kick-Off Meeting | To be completed within 4 weeks of contract award. | £0.00 |
| 1a | DAPSS equipment for use with the DAPSS software in accordance with the SOR. | To be updated following acceptance of Milestone 0 through a contract amendment | [Redacted] |
| 2a | The Supplier shall ensure that DAPSS conforms to the most recent version of JSP604 Network Joining Rules (an indication of the necessary process for undertaking this is provided within the JSP604 Network Joining Rules Overview in the Data Room). | To be updated following acceptance of Milestone 0 through a contract amendment | [Redacted] |
| 2b | The Supplier shall manage the DAPSS software and network accreditation process in accordance with JSP604, DEF STAN 05-138 ISO 27001/2 principles and industry best practice and demonstrate access from MODNET.  This includes the Supplier undertaking any necessary testing and providing documentation to provide evidence in support of the JSP 604 process to achieve an Interim Authority to Operate. | [Redacted] |
| 2c | The Supplier shall provide suitable technically qualified subject matter experts to support, JSP 604 Network Joining Rules and ISS approvals process (including, Authority to Test, Interim Authority to Operate, Full Authority to Operate and associated accreditation processes) prior to the service going live. | [Redacted] |
|  | The milestone payments for the Solution Transition are based on four stages as outlined below. These align to the proposed Implementation Plan. |  |  |
| 2d | Project Initiation Completed |  | [Redacted |
| 2e | AirCore 7.0 Internal Release 1 and Load Control Module Integration & System Testing Complete |  | [Redacted] |
| 2f | AirCore 7.0 Internal Release 2 Integration & System Testing Complete |  | [Redacted] |
| 2g | Initial Operating Capability Commenced |  | [Redacted] |
| 3a | The Supplier responsibilities shall include provision of initial training modules, for all Authorised Users to competently operate the DAPPS software.  Competence is defined here as the ability to operate the system effectively and efficiently, as appropriate to the individual's role without supervision in accordance with the   SOR. | To be updated following acceptance of Milestone 0 through a contract amendment | [Redacted] |
| 4 | The Supplier shall migrate all data from the existing AirCore system to the DAPSS system. | To be updated following acceptance of Milestone 0 through a contract amendment | [Redacted] |

**Table 2 – Years 1 – 5 – Defence Air Passenger Service System Fee**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Line Item | **Description** | | **No. Of Authorised Users** | **Price Per User/Per Month**  **£** | **Invoicing Frequency** | **Monthly Defence Air Passenger Service System Fee**  **£** | **Total Price**  **£ (ex VAT)** | **FIRM or FIXED** | **Index Date Range (Oi)** |
| 1 | **Year 1 from IOC to Sep 25: (indicative)**  Provision of a Defence Air Passenger Service System in accordance with Schedule 11 excluding additional services. | | 1200 Registered; 600 Concurrent logged in | Pricing firm for up to the No. of Authorised users. | Monthly in advance | [Redacted] | [Redacted] | FIRM | n/a |
| 2 | **Year 2 from Oct 25 to Sep 26 (indicative):**  Provision of a Defence Air Passenger Service System in accordance with Schedule 11 excluding additional services. | | 1200 Registered; 600 Concurrent logged in | Pricing firm for up to the No. of Authorised users. | Monthly in advance | [Redacted] | [Redacted] | FIRM | n/a |
| 3 | **Year 3 from Oct 26 to Sep 27 (indicative):**  Provision of a Defence Air Passenger Service System in accordance with Schedule 11 excluding additional services. | | 1200 Registered; 600 Concurrent logged in | Pricing firm for up to the No. of Authorised users. | Monthly in advance | [Redacted] | [Redacted] | FIRM | n/a |
| 4 | **Year 4 from Oct 27 to Sep 28 (indicative):**  Provision of a Defence Air Passenger Service System in accordance with Schedule 11 excluding additional services. | | 1200 Registered; 600 Concurrent logged in | Pricing fixed for up to the No. of Authorised users. | Monthly in advance | [Redacted] | [Redacted] | FIXED  iaw. condition 35 | As per schedule 26 |
| 5 | **Year 5 from Oct 28 to Dec 28(indicative)**  Provision of a Defence Air Passenger Service System in accordance with Schedule 11 excluding additional services. | | 1200 Registered; 600 Concurrent logged in | Pricing fixed for up to the No. of Authorised users. | Monthly in advance | [Redacted] | [Redacted] | FIXED  iaw. condition 35 | As per schedule 26 |
|  | | **Total Year 1 – 5 (excluding VAT)** | | | | |  | [Redacted] | |
|  | | **Additional Tasking (iaw. condition 48.1 and Schedule 12)** | | | | | | | |
| 6 | **Additional Tasking**  From Year 1 – 5 and Option Years 1, 2 and 3 if enacted. | |  |  | | | | Limit Of Liability.  [Redacted] | Agreed Rates at Annex A to Schedule 12 |
|  | | **Travel and Subsistence** | | | | | | | |
| 7 | **Travel and Subsistence (T&S) for** Additional Services - Tasking. | |  |  | | | | Limit Of Liability  £0. | Agreed Rates at Annex A to Schedule 12 |

**Table 3 – Options**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Line Item | **Description** | | **No. Of Authorised Users** | **Price Per User/Per Month**  **£** | **Invoicing Frequency** | **Monthly Defence Air Passenger Service System Fee**  **£** | **Total Price**  **£ (ex VAT)** | **FIRM or FIXED** | **Index Date Range**  **(Oi)** |
| Option 1 | **Option Year 1 TBC**  Provision of a Defence Air Passenger Service System in accordance with Schedule 11 excluding additional services. | | 1200 Registered; 600 Concurrent logged in | Pricing fixed for up to the No. of Authorised users. | Monthly in advance | [Redacted] | [Redacted] | FIXED  iaw. condition 35 | As per schedule 26 |
|  | | **Total Option 1 - Year 1 (excluding VAT)** | | | | |  | [Redacted] | |
| Option 2 | **Option Year 2 TBC**  Provision of a Defence Air Passenger Service System in accordance with Schedule 11 excluding additional services. | | 1200 Registered; 600 Concurrent logged in | Pricing fixed for up to the No. of Authorised users. | Monthly in advance | [Redacted] | [Redacted] | FIXED  iaw. condition 35 | As per schedule 26 |
|  | | **Total Option 2 - Year 2 (excluding VAT)** | | | | |  | [Redacted] | |
| Option 3 | **Option Year 3 TBC**  Provision of a Defence Air Passenger Service System in accordance with Schedule 11 excluding additional services. | | 1200 Registered; 600 Concurrent logged in | Pricing fixed for up to the No. of Authorised users. | Monthly in advance | [Redacted] | [Redacted] | FIXED  iaw. condition 35 | As per schedule 26 |
|  | | **Total Option 3 - Year 3 (excluding VAT)** | | | | |  | [Redacted] | |
| Option 4 | **Interface with Brize Operations Control System**  In accordance with Schedule 11 - Statement of Requirement. | |  |  |  |  | [Redacted] | FIRM | n/a |
|  | | **Total Option 4 – Interface with Brize Operations Control System (excluding VAT)** | | | | |  | [Redacted] | |

**Table 4 – Additional Services – Taskings (excluding VAT)**

|  |  |  |
| --- | --- | --- |
| **Additional Task Number** | **Description** | **Total £ (Ex VAT)** |
|  |  | £ |
| **Total** | | **£** |

**Table 5 –Total Contract Value (excluding VAT)**

|  |  |  |
| --- | --- | --- |
| **Item** | **Description** | **Total £ (Ex VAT)** |
| Table 1 – Milestone Payments | Provision of a DAPSS service in accordance with Schedule 11. | [Redacted] |
| Table 2 – Years 1 to 5 IOC – Dec 28 | Provision of a DAPSS service in accordance with Schedule 11. | [Redacted] |
| Table 3 – Options | Exercised Options | [Redacted] |
| Table 4 – Additional Services – Taskings | Additional Taskings | [Redacted] |
| **Total** | | **[Redacted]** |

# Schedule 3 - Contract Data Sheet

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| --- |
| **General Conditions** |
| **Condition 2 – Duration of Contract:**  The Contract commencement date shall be: 5 December 2023  The Contract expiry date shall be: 31 December 2028  Option(s)   1. Option 1 – Option Year 1 TBC 2. Option 2 – Option Year 2 TBC 3. Option 3 – Option Year 3 TBC 4. Option 4 – Interface with Brize Operations Control System |
| **Condition 4 – Governing Law:**  Contract to be governed and construed in accordance with:  English Law  Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with Clause 4.g (if applicable) are as follows:  N/A |
| **Condition 8 – Authority’s Representatives:**  The Authority’s Representatives for the Contract are as follows:  Commercial:   * Laura Crowe *(as per Annex A to Schedule 3 (DEFFORM 111))*   Project Manager:   * Joanna Vaughn *(as per Annex A to Schedule 3 (DEFFORM 111))* |
| **Condition 19 – Notices:**  Notices served under the Contract shall be sent to the following address:  Authority: DE&S SE Digital Commercial Team, MOD Abbey Wood, Bristol, BS34 8JH *(as per Annex A to Schedule 3 (DEFFORM 111))*  Contractor: Unisys Limited, Enigma, Wavendon Business Park, Ortensia Drive, Milton Keynes, MK17 8LX  Notices can be sent by electronic mail?  Yes  No  *(tick as appropriate)* |
| **Condition 20.a – Progress Meetings:**  The Contractor shall be required to attend the following meetings:   * Post Contract Award Kick Off Meeting in accordance with Schedule 11, Statement of Requirement at. * Quarterly Contract Review Meetings (QCM), in accordance with Schedule 11, Statement of Requirement. * At each 4th QCM, an Annual Contract Review Meeting in accordance with Schedule 11, Statement of Requirement. |
| **Condition 20.b – Progress Reports:**  The Contractor is required to submit the following Reports:   * Quarterly Contract Progress (QCP) Report in accordance with Schedule 11, Statement of Requirement. * Other named Reports in accordance with Schedule 11, Statement of Requirement.   Reports shall be Delivered to the following email address:   * [Redacted] |

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| **Supply of Contractor Deliverables** |
| **Condition 21 – Quality Assurance:**  Is a Deliverable Quality Plan required for this Contract? *(tick as appropriate)*  Yes  No  If required, the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within            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:**   * Not Applicable |
| **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) as stated in Annex A – DEFFORM 111 to Schedule 3.   b) Defence Safety Authority – [DSA-DLSR-MovTpt-DGHSIS@mod.uk](mailto:DSA-DLSR-MovTpt-DGHSIS@mod.uk)  to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date:   * Delivered with the Supplier’s Invitation to Tender (ITT) Submission in accordance with the ITT return date. |
| **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)  to be Delivered by the following date:   * Delivered with the Supplier’s Invitation to Tender (ITT) Submission in accordance with the ITT return date. |
| **Condition 26 – Certificate of Conformity:**  Is a Certificate of Conformity required for this Contract? *(tick as appropriate)*  Yes  No  Applicable to Line Items:  If required, does the Contractor Deliverables require traceability throughout the supply chain?  Yes  No  *(tick as appropriate)*  Applicable to Line Items: |
| **Condition 28.b – Delivery by the Contractor:**  The following Line Items are to be Delivered by the Contractor: 1 - 5  Special Delivery Instructions:  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: N/A  Special Delivery Instructions:  Each consignment is to be accompanied by a DEFFORM 129J.  Consignor details (in accordance with Condition 27.c.(4)):  Line Items:       Address:       Line Items:       Address:  Consignee details (in accordance with Condition 22):  Line Items:       Address:       Line Items:       Address: |
| **Condition 30 – Rejection:**  The default time limit for rejection of the Contractor Deliverables is thirty (30) days unless otherwise specified here:  The time limit for rejection shall be       Business Days. |
| **Condition 32 – Self-to-Self Delivery:**  Self-to-Self Delivery required?  *(tick as appropriate)*  If required, Delivery address applicable: |

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| **Pricing and Payment** |
| **Condition 35 – Contract Price:**  All Schedule 2 Line items shall be FIRM Price other than those stated below:  Line Items iaw. condition 35c and Schedule 26.  Schedule of Requirements –  Table 2   * Line items 4 and 5   Table 3   * Option 1 * Option 2 * Option 3 |

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| **Termination** |
| **Condition 42 – Termination for Convenience**:  The Notice period for terminating the Contract shall be twenty (20) days unless otherwise specified here:  The Notice period for termination shall be       Business Days |

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| **Other Addresses and Other Information** *(forms and publications addresses and official use information)* |
| See Annex A to Schedule 3 (DEFFORM 111) |

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| Annex A to Schedule 3 – DEFFORM 111 (Edn 10/22) **Addresses and Other Information** | | | | |
|  | **1. Commercial Officer**  Name: Laura Crowe  Address: DE&S Abbey Wood, Bristol, BS34 8JH  Email: [Redacted]  Telephone: N/A |  | **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 |  |
|  | | | | |
|  | **2. Project Manager, Equipment Support Manager or PT Leader** (from whom technical information is available)  Name: Joanna Vaughn  Address DE&S Abbey Wood, Bristol, BS34 8JH  Email: [Redacted]  Telephone: N/A |  | **9. Consignment Instructions**  The items are to be consigned as follows: |  |
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|  | **3. Packaging Design Authority**  Organisation & point of contact:  N/A  (Where no address is shown please contact the Project Team in Box 2)  N/A |  | **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 |  |
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|  | **4. (a) Supply / Support Management Branch or Order Manager:**  **Branch/Name: N/A**    **(b) U.I.N. N/A** |  | **B.** **JSCS**  JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)  JSCS Fax No. 01869 256837  Users requiring an account to use the MOD Freight Collection Service should contact [UKStratCom-DefSp-RAMP@mod.gov.uk](mailto:UKStratCom-DefSp-RAMP@mod.gov.uk) in the first instance. |  |
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|  | **5. Drawings/Specifications are available from**  N/A |  | **11. The Invoice Paying Authority**  Ministry of Defence  0151-242-2000  DBS Finance  Walker House, Exchange Flags Fax: 0151-242-2809  Liverpool, L2 3YL **Website is:** <https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing> |  |
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|  | **6. Intentionally Blank** |  | **12. Forms and Documentation are available through \*:**  Ministry of Defence, Forms and Pubs Commodity Management  PO Box 2, Building C16, C Site Lower Arncott 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) |  |
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|  | **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.gateway.isg-r.r.mil.uk/index.html> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed]. |  | **\* NOTE**  **1.** Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>  **2.** If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1. |  |
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# Schedule 4 - Contract Change Control Procedure (i.a.w. Clause 6b) for Contract No: 701575803

**Authority Changes**

1. The Authority shall be entitled to propose any change to the Contract (a " Change") or (subject to Clause 2) Changes in accordance with this Schedule 4.
2. Nothing in this Schedule shall operate to prevent the Authority from specifying more than one Change in any single proposal, provided that such changes are related to the same or similar matter or matters.

**Notice of Change**

1. If the Authority wishes to propose a Change or Changes, it shall serve a written notice (an "Authority Notice of Change") on the Contractor.
2. The Authority Notice of Change shall set out the Change(s) proposed by the Authority in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with clauses 7 to 9 (inclusive).
3. The Contractor may only refuse to implement a Change or Changes proposed by the Authority, if such change(s):
4. would, if implemented, require the Contractor to deliver any Contractor Deliverables under the Contract in a manner that infringes any applicable law relevant to such delivery; and/or
5. would, if implemented, cause any existing consent obtained by or on behalf of the Contractor in connection with their obligations under the Contract to be revoked (or would require a new necessary consent to be obtained to implement the Change(s) which, after using reasonable efforts, the Contractor has been unable to obtain or procure and reasonably believes it will be unable to obtain or procure using reasonable efforts); and/or
6. would, if implemented, materially change the nature and scope of the requirement (including its risk profile) under the Contract;

and:

1. the Contractor notifies the Authority within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after the date of the Authority Notice of Change that the relevant proposed Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c providing written evidence for the Contractor's reasoning on the matter; and
2. further to such notification:
   1. either the Authority notifies the Contractor in writing that the Authority agrees, or (where the Authority (acting reasonably) notifies the Contractor that the Authority disputes the Contractor's notice under Clause 5.d) it is determined in accordance with Condition 40 (Dispute Resolution), that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c; and
   2. (where the Authority either agrees or it is so determined that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) the Authority fails to make sufficient adjustments to the relevant Authority Notice of Change (and issue a revised Authority Notice of Change) to remove the Contractor's grounds for refusing to implement the relevant Change under Clauses 5.a, 5.b and/or 5.c within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after:
      1. the date on which the Authority notifies in writing the Contractor that the Authority agrees that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c); or
      2. the date of such determination.
3. The Contractor shall at all times act reasonably, and shall not seek to raise unreasonable objections, in respect of any such adjustment.

**Contractor Change Proposal**

1. As soon as practicable, and in any event within:
2. (where the Contractor has not notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5) fifteen (15) Business Days (or such other period as the Parties agree (acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contract shall have received the Authority Notice of Change; or
3. (where the Contractor has notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5 and:
   1. the Authority has agreed with the Contractor's conclusion so notified or it is determined under Condition 40 (Dispute Resolution) that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c and the Authority has made sufficient adjustments to the relevant Authority Notice of Change (and issued a revised Authority Notice of Change(s)) to remove the Contractor's grounds for refusing to implement the relevant Change(s) under Clauses 5.a, 5.b and/or 5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contractor shall have received such revised Authority Notice of Change; or
   2. the Authority has disputed such conclusion and it has been determined in accordance with Condition 40 (Dispute Resolution) that the relevant Change(s) is/are not a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date of such determination,

the Contractor shall deliver to the Authority a Contractor Change Proposal. For the avoidance of doubt, the Contractor shall not be obliged to deliver to the Authority a Contractor Change Proposal where the Contractor notifies the Authority, and the Authority agrees or it is determined further to such notification in accordance with Clause 5, that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c.

1. The Contractor Change Proposal shall comprise in respect of each and all Change(s) proposed:
   * + - 1. the effect of the Change(s) on the Contractor’s obligations under the Contract;
         2. a detailed breakdown of any costs which result from the Change(s);
         3. the programme for implementing the Change(s);
         4. any amendment required to this Contract as a result of the Change(s), including, where appropriate, to the Contract Price; and
         5. such other information as the Authority may reasonably require.
2. The price for any Change(s) shall be based on the prices (including rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change(s).

**Contractor Change Proposal – Process and Implementation**

1. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:
   1. evaluate the Contractor Change Proposal; and
   2. where necessary, discuss with the Contractor any issues arising (and (in relation to a Change(s) proposed by the Authority) 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 shall have agreed in writing) after receipt of such modification, submit an amended Contractor Change Proposal.
2. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:
   * + - 1. either indicate its acceptance of the Change Proposal by issuing a DEFFORM10B in accordance with Condition 6 (Formal Amendments to the Contract), whereupon the Contractor shall promptly sign and return to the Authority the Contractor's DEFFORM 10B indicating their unqualified acceptance of such amendment in accordance with, and otherwise discharge their obligations under, such Condition and implement the relevant Change(s) in accordance with such proposal; or
         2. serve Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued in relation to a Change or Changes proposed by the Authority) the Authority Notice of Change (in which case such notice of change shall have no further effect).
3. If the Authority rejects the Contractor Change Proposal, it shall not be obliged to give its reasons for such rejection.
4. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred in connection with the implementation of any Change(s), unless a Contractor Change Proposal has been accepted by the Authority in accordance with Clause 11a. and then subject only to the terms of the Contractor Change proposal so accepted.

**Contractor Changes**

1. If the Contractor wishes to propose a Change or Change(s), they shall serve a Contractor Change Proposal on the Authority. Such proposal shall be prepared and reviewed in accordance with and otherwise be subject to the provisions of Clauses 8 to 13 (inclusive).

# Schedule 5 - Contractor's Commercial Sensitive Information Form (i.a.w. condition 13) for Contract No: 701575803

[Redacted]

# Schedule 6 - Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements for Contract No: 701575803

[Redacted]

# Schedule 7 - Timber and Wood- Derived Products Supplied under the Contract: Data Requirements for Contract No: 701575803

**Not Applicable.**

# Schedule 8 - Acceptance Procedure (i.a.w. condition 29) for Contract No: 701575803

Acceptance will be as defined in Schedule 2 – Schedule of Requirement.



# Schedule 9 – Publishable Performance Information – Key Performance Indicator Data Report (i.a.w. Condition 12) for Contract No: 701575803

[Redacted]

for guidance on completing the KPI Data Report.

# Schedule 10 - DEFFORM 711 – Notification of Intellectual Property Rights (IPR) Restrictions for Contract No: 701575803

[Redacted]

# Schedule 11 - Statement of Requirement

**DEFENCE AIR PASSENGER SERVICES SYSTEM (DAPSS)**

**DE&S DIGITAL**

**STATEMENT OF REQUIREMENT (SOR)**

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**PROJECT NUMBER: 701575803**

**Definition of Terms**

The following terms used in this document have a very specific meaning. These definitions shall be adhered to in all documents produced by the Supplier:

1. **Shall:** A MANDATORY requirement.
2. **Will:** A statement of intent by the Authority.
3. **Supplier: Unisys Limited**
4. **Authority:** The Ministry of Defence (MoD).

1. **Introduction**
   1. This Statement of Requirement (SoR) sets out the Scope of the Defence Air Passenger Services System (DAPSS) Project and the Work Packages (WPs) that are to be delivered by the Supplier.
   2. The SoR is structured as:
      1. **‘Core’.** Work Packages (WPs) that are funded by the Authority and shall be delivered under the contract. The Core is sub-divided into the following Phases:
         1. Implementation Phase.
         2. In-Service Phase.
   3. **‘Options’.** Work Packages (WPs) that do not fall within the Core contract are not funded by the Authority at the time of writing and shall not be delivered until formally requested by the Authority via a Contract amendment.
   4. It should be noted that some of the Implementation Phase WPs continue into the In-Service Phase, for example, the maintaining application relevant Safety and Cyber Security documents.
2. **Scope**
   1. This Statement of Requirement consists of two phases. The Implementation Phase will deliver the DAPSS system into service and then the In-Service Phase will manage the ongoing delivery of the system through the term of the contract.
   2. Implementation Phase
      1. Phase 1 – Installation, configuration, Accreditation, and testing of application and peripherals for use within the MOD estate/network. Training modules provided for all user profiles:
         1. Flight Scheduler
         2. Booking Agent
         3. Airport Agent
         4. Management Information Agent
         5. System Administrator
      2. Phase 2 - Delivery of application and service to all sites outlined in the SRD and delivery of peripherals and support arrangements. Completion of Initial Operating Capability (IOC) to contractually agreed standards.
   3. In-Service Phase – Delivery of Full Operating Capability (FOC) to contractually agreed standards demonstrating that all activities to sustain and support the capability from IOC are correctly in place. Following successful FOC delivery of sustain and support of the capability through the full duration of the contract.
   4. Annex A summarises the deliverables required within this SoR.
3. **Background and Context**
   1. The MoD provide military air transportation around the world to various destinations and carry in the region of 200,000 passengers and crew each year. These passengers include personnel deploying to operations worldwide, VIPs and their associates, MoD civil servants, civilian contractors, families, other concessionary travellers and, on occasion, fare paying passengers.
   2. The capability will be able to:
      1. Interface to the Authority’s networks and will require security accreditation.
      2. Handle DAPSS data with a security classification that is up to OFFICIAL-SENSITIVE.
      3. Interface with UK Border Force for passenger immigration and security purposes (and export data in a compatible format).
      4. Interface to other applications (via an Application Programming Interface (API) as necessary). See section 4 – System Boundary
      5. Provide a modular training package for the system users.
      6. Provide Management Information reporting dashboards.
      7. Provide a Backup, Business Continuity and Disaster Recovery capability.
      8. Provide application and user support.
   3. There is a requirement for the capability to comply with Authority, Government, and International Air Transport Regulations, as detailed in (but not limited to), International Air Transport Association (IATA), Military and Civilian Aviation Authorities (MAA/CAA) and International Civil Aviation Organisation (ICAO) manuals, covering the movement of air passengers and their baggage.
   4. User access to the application shall be via a browser on MODNET[[1]](#footnote-2).
   5. DAPSS will be provided by a COTS application (that is configured for use in conjunction with the Authority). DAPSS and its service wrapper will be used globally by approximately 200 users concurrently with a maximum of 1200 registered users based in, but not limited to:
      1. RAF Brize Norton, UK.
      2. RAF Northolt, UK.
      3. RAF Lossiemouth, UK.
      4. RAF Akrotiri, Cyprus.
      5. RAF Gibraltar.
      6. RAF Mount Pleasant, Falkland Islands.
      7. RAF Ascension Island.
      8. Joint Air Movements Centre (JAMC), South Cerney, UK.
   6. Al Minhad Air Base, Dubai, UAE.
4. **System Boundary**
   1. An Information Exchange Requirement (IER) for DAPSS is included at Annex C – this explains the electronic connections to other applications that the DAPSS application is expected to interface with. There are 2 applications:
      1. UK Border Force,
      2. To be priced as an option: Brize Operational Control Suite (BOCS) as defined in WP Option BOCS 1.
   2. There is no requirement for users to be able to use the DAPSS capability to book Authority air passengers onto civilian airline flights. As such, interoperability between the DAPSS capability and any civilian airline booking systems is out of scope for the DAPSS requirement.
5. **Core – Implementation Phase**

| **Work Packages** | | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **ID** | **Title** | **Description** | **Guidance** | **Output(s)/ Deliverable(s)** | **Date Required** | **Acceptance Criteria** | **Acceptance & Review Timescales** |
| **(a)** | **(b)** | **(c)** | **(d)** | **(e)** | **(f)** | **(g)** | **(h)** |
| **WP1 Application Implementation** | | | | | | | |
| 1.1 | **DAPSS Application** | The Supplier shall configure, test, implement and support the DAPSS application.  The DAPSS application shall comply with the System Requirements, as defined in Annex D  The DAPSS application shall be hosted in an environment that is accredited to handle information up to OFFICIAL-SENSITIVE  The DAPSS application shall be accessible using any ModNET enabled device (laptop or desktop PC).  The DAPSS application shall be accessible via MODNET at the MOD locations listed in Paragraph 3.6 of this Statement of Requirement.  The DAPPS application will be compliant with civil and military aviation authority regulations.  The DAPSS application shall support circa 200,000 passengers per annum. These passengers are served by approximately 1500 flights per annum. | The Authority has a MODCLOUD First policy. However, alternative hosting solutions that comply with the accreditation and security requirements will be considered. Information on MODCLOUD can be found at <https://mod-cloud.service.mod.gov.uk/>  See SOR reference 1.4 guidance for links to information on accreditation. | Successful delivery of Initial Operating Capability (IOC) defined in Annex A to Schedule 1: Additional Definitions | To be agreed at project Kick-off meeting | Users able to carry out business processes to minimum actable threshold as defined by Authority in SRD, including continuation of any processes started on the current system. |  |
| 1.2 | **Implementation Schedule** | The Supplier shall provide an Implementation Plan that delivers DAPSS Through IOC to Full Operating Capability (FOC).  The plan shall include, but not be limited to:   * Milestones * Authority Dependencies * Exclusions * Transition Schedule to move from the existing system onto DAPSS   Please see Schedule 28 – EVM for further details on the requirements for this WP | IOC and Full Operating Capability (FOC) is defined in Annex A to Schedule 1: Additional Definitions  The Transition Schedule should include the migration of data from the incumbent system to DAPSS with no interoperability between the 2 systems and all sites transitioning to DAPSS simultaneously. The time limit to complete the transition will be a 24-hour window of downtime maximum. | As per Schedule 28 - EVM | To be agreed at project Kick-Off meeting | IOC Acceptance Criteria: Users able to carry out business processes to minimum actable threshold as defined by Authority in SRD, including continuation of any processes started on the current system  FOC Acceptance Criteria: Two consecutive KPI reports demonstrate an overall score of 95% or higher with no failures to meet the minimum Performance Threshold for any individual KPI. |  |
| 1.3 | **Testing and Acceptance** | The Supplier shall produce a Test Plan that demonstrates what testing activities will take place to ensure that the application satisfies the business requirement, what resources will be used to carry out the testing activities and what input is required from the Authority to support those testing activities.  The Supplier shall carry out testing of the application and the peripherals to demonstrate compliance with the DAPSS Key System Requirements and DAPSS System Requirements.  The Supplier shall produce a Test Exit report for each phase (activity group) of testing in the Test Plan.  The Supplier shall provide support to the Authority’s User Acceptance Test activity  Testing will need to comply with the relevant rules of JSP604 | The Test Plan should also include proposed exit/entry criteria for each test phase.  Initial testing will be carried out on a supplier-hosted version of the application and will be witnessed by Authority representatives.  The Test Exit report will detail the results of the tests executed and will record, where test failures occur, what remedial action, if any, is to be carried out  Support for User Acceptance Testing will include (but no be limited to:)   * Providing clarification/explanation where actual results differ from expected results * Investigating and fixing configuration issues * Investigating and fixing software issues * maintaining a record of all issues arising. | 1 x Test Plan  1 x Test Exit report per phase of testing | Final version submitted within 20 Working Days of Contract Award.  Within 5 Working Days of the conclusion of the test phase | Review and accepted by SME and PM from DE&S. | 10 Working Days upon receipt. |
| 1.4 | **Security and Accreditation** | The Supplier shall comply with DEFCON 658 (Cyber) and DEFSTAN 05-138 Issue 3 for the correct risk profile of the application.  The Supplier shall work with the Authority to produce and maintain documentation required, for both the hardware and software, to gain and maintain throughout the term of the contract:   * System accreditation/Secure by Design * Authority to Test * Interim Authority to Operate * Authority to Operate   The Supplier shall ensure that all transactions carried out within the application are audited for security purposes. All audit records should be accessible to authorised Authority personnel to be nominated post contract award. This functionality should continue for the duration of the in-service portion of the contract. | [DEFCON 658 Edition 09/21 - Cyber - Commercial Toolkit - KiD (mil.uk)](http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/toolkit/downloads/defcons/pdf/658_0921.pdf)  [Def Stan 05-138 Issue 3 (publishing.service.gov.uk)](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/998167/DefStan_05-138_issue_3.pdf)  Guidance on accreditation can be found at <https://www.gov.uk/guidance/defence-security-and-assurance-services-defence-industry-list-x>  Authority to Operate is granted by the Defence Digital Release and Deployment Board upon presentation of satisfactory evidence of compliance with the Network Joining Rules as defined in JSP 604 (<https://www.gov.uk/government/publications/joint-service-publication-jsp-604-network-rules>). This is required to allow an application to connect to MODNET.  Audit data should include, but not be limited to:   * Username/login id that performed the transaction * Date and time of transaction * Transaction code or function name * Nature of the change | Information as required to satisfy JSP604 ruleset and demonstrate compliance |  | Review and accepted by PM from DE&S. | 10 Working Days upon receipt. |
| 1.5 | **Costed Risk, Assumptions, Issues, Dependencies and Opportunities (RAIDO) Register** | The Supplier shall provide, maintain, and manage a **c**osted Risk, Assumptions, Issues, Dependencies and Opportunities (RAIDO) Register | The Supplier shall review, update, and reissue the Register as part of the Quarterly Contract Meeting (QCM) (see WP3.1)  All risks, issues and opportunities in the RAIDO should include a cause and consequence, scoring for pre and post mitigations, basis of estimate details, proposed mitigation actions. They should also include costs.  All assumptions and dependencies should include detailed descriptions, monitoring plans and resolution dates. | 1x Costed Risk, Assumptions, Issues, Dependencies and Opportunities (RAIDO) Register (PDF and Excel Format). | Final version submitted within 20 Working Days of Contract Award. | Review and accepted by SME and PM from DE&S. | 10 Working Days upon receipt. |
| 1.6 | **Safety and Environmental Management** | The Supplier shall comply with the Authority’s Safety Management requirements, as defined in Def Stan 00-056 Part 1 Issue 7. | The Safety and Environmental Management Plan (SEMP) shall align with the DE&S Digital Safety & Environmental policy. It shall also comply with, and demonstrate compliance with, to the Authority’s satisfaction, the following Safety/Environmental Standards/Regulations:   1. Def Stan 00-056, Safety Management Requirements for Defence Systems - Requirements and Guidance, Part 1, Issue 7. 2. Def Stan 00-55, Requirements for Safety of Programmable Elements (PE) in Defence Systems - Requirements and Guidance, Part 1, Issue 4. 3. Environmental Protection Act (EPA) 1990. 4. Def Stan 00-51, Environmental Management Requirements for Defence Systems - Requirements, Part 1, Issue 1. 5. Def Stan 00-972, Military Air Traffic Services Equipment Safety and Performance Standards, Issue 1, released 14 Sep-19. 6. Any other standards identified by the potential provider as being applicable to the Project. | 1 x Safety Management Documentation to include a SEMP and safety case | Mature draft within 30 days of Contract Award.  Published version submitted within 60 Working Days of Contract Award.  To Be Reviewed Annually | Review and accepted by SME and PM from DE&S. | 10 Working Days upon receipt. |
| 1.7 | **Software Licences** | The Supplier shall ensure that all software components of DAPSS, including the application itself, are legally and correctly licensed at all times to the Authority throughout the Contract Term, as appropriate. | This includes bought in, or 3rd party products for the Contract Term.  The software shall remain supported by the Original Equipment Manufacturer (OEM), 4th line support, for the Contract Term. | Provision of Software & Licences | At Test & Acceptance, in accordance with the agreed milestone dates agreed at the Kick-Off Meeting. | Acceptance through Test & Acceptance.  Review and accepted by SME and PM from DE&S. | At Test & Acceptance. |
| 1.8 | **Peripheral Devices** | The Supplier shall supply the following peripheral devices in the quantities defined in Annex A of this Statement of Requirement (SOR):   * Baggage Label and Boarding Card printers * 2D Barcode scanners * Passport/ID Card readers * Baggage Weighing scales   Required peripheral specifications for each peripheral type are detailed in Annex B of this Statement of Requirement (SOR).  The Supplier shall ensure that any batteries required by the peripheral devices can be transported in compliance with IATA Dangerous Goods Regulations.  The Supplier shall supply technical documentation for each of the peripheral types to allow routine maintenance and troubleshooting of the devices to be carried out by trained Authority staff.  The Supplier shall work with the Authority to achieve accreditation for the peripherals to be connected to MODNet devices. | The peripheral devices shall be operable with DAPSS when connected to a MODNET device.  Peripheral devices will fully owned by the Authority once supplied and will be flown to non-UK airports by the Authority.  Note: accreditation of Peripherals to be connected to MODNet is a 4-step process for each peripheral:   1. Initial Look Request – Duration: 2-months 2. Study – Duration – 5-Months 3. Rate My Device – Duration: 3-Months 4. Deliver My Device – Duration: 3-Months   Steps 1, 2 & 3 are paper based assessments where the complexity of the peripheral is assessed from various datasheets, information available online, and the product manual.  Steps 4 requires a single sample of each peripheral to perform testing and assurance against the previous information examined. | 1x Document Manual Set for each device  Followed by: 1x Sample of each device for accreditation purposes  Following accreditation of the hardware to the MODNet system: full delivery of each device quantity | Within 5 days of Contract Award | Accreditation in accordance with Defence Digital Rate My Device Process |  |
| 1.9 | **Training** | The Supplier shall produce a modular Computer Based Training (CBT) package covering all aspects of DAPSS operation.  The Supplier shall maintain the CBT through the in-service phase to reflect any changes to the software or hardware, throughout the term of the contract. | The modules shall be aligned to the following user roles: Scheduler, Booking Agent, Airport Agent. Where modules apply to multiple user roles, the user should only need to carry out training and testing for that module once.  Modules should also be indexed to allow direct access to individual modules.  The CBT shall include learning confirmations (Summative Testing) for each module as a minimum. Formative Testing shall be used, as appropriate, to aid learners in assessing their progress and understanding within a module. This will be accessed in a dedicated training instance.  The solution shall include the ability to track, record and report learners’ results to the Authority so that they can grant access to the DAPSS live system to suitably qualified users.  The CBT will provide access to a sandbox instance which learners can use to familiarise themselves with the system without having access to the live DAPSS system  Use of the sandbox instance may be augmented by instructions and explanations which are not limited to any-one learning method, e.g., verbal, written, video. | Delivery of a CBT package | Final agreed working version to be live 20 Working Days prior to UAT. | Reviewed and agreed by Authority. | 15 Working Days upon receipt. |

1. **Core – In Service Phase (Post IOC)**

| **Work Packages** | | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **ID** | **Title** | **Description** | **Guidance** | **Output(s)/ Deliverable(s)** | **Date Required** | **Acceptance Criteria** | **Acceptance & Review Timescales** |
| **(a)** | **(b)** | **(c)** | **(d)** | **(e)** | **(f)** | **(g)** | **(h)** |
| **2. Service Management** | | | | | | | |
| 2.1 | **Service Desk** | The Supplier shall provide a telephone support service between 0900 and 1700 Monday to Friday (UTC) excluding Bank Holidays for the In-Service Contract duration.  The Supplier shall provide an email Point of Contact that will be monitored between 0900 and 1700 Monday to Friday (UTC) excluding bank holidays for the In-Service Contract duration.  The Supplier shall provide second line support for application issues, including incident logging and management and problem logging and management.  The Supplier shall make the incident and problem logs available to the Authority upon request within 2 Working Days and shall provide a copy as an Annex to each Quarterly Contract Meeting Report.  Please see Schedule 13 Service Level – for Service Levels Agreement and KPIs required. | First line support will be provided by the Supplier’s Single Point of Contact (SPOC) where calls and emails will be triaged and directed to the appropriate resolver group. | Service Desk and fault resolution in accordance with ITIL best practice and Schedule 13 – Service Levels | Throughout in-service phase of the contract | In accordance with the Key Perfoarmance Indicators defined in Schedule 13 – Service Levels | 15 Working Days upon receipt. |
| 2.2 | **Application Patching** | [Redacted]. |  | [Redacted] | [Redacted] |  |  |
| 2.3 | **Obsolescence Management** | The Supplier shall be responsible for all Obsolescence Management throughout the Term of the Contract. The Supplier shall maintain the application in a state with all components of the DAPSS Application supported by their support function.  The Supplier shall report annually to the Authority on the release and support status of the application and software components that form the DAPSS Application. |  | 1 x Obsolescence Report | As soon as any Obsolescence is identified within the system |  |  |
| **4. Support** | | | | | | | |
| 4.1 | **Availability** | The Supplier shall maintain the DAPSS Application Availability to a minimum of 99.8%.  Please see Schedule 13 – Service Levels for details on calculating Availability and definitions of planned and unplanned downtime  The Supplier shall ensure that the maximum single period of DAPSS Application downtime shall not exceed 24 hours.  The Supplier shall ensure that, following an Unplanned Period of downtime, Data will be restored to a point at which the Data is no more than 24 hours out of date. | 99.8% = 17.53 hours planned downtime per annum  99.9% = 8.77 hours planned downtime per annum – this is the environment availability key performance indicator for MOD Cloud services.  Availability will be reported on a Quarterly basis at the Quarterly Contract Meeting, and in accordance with applicable KPI in Schedule 13 – Service Levels. | Monthly KPI Report and Quarterly Availability Report | For the duration of the In-Service phase. | Reviewed at the Quarterly Contract Meeting by the PM with evidence from both the Supplier and Users.  Acceptance by the Authority PM. | If not accepted at the Quarterly Contract Meeting then acceptance within 5 days of receipt. |
| **5. Ad Hoc Tasks** | | | | | | | |
| 5.1 | **Tasking** | The Supplier shall provide an Additional Tasking provision. Tasks will be priced using the Rates at Schedule 2 – Schedule of Requirements of the Contract. | The Supplier shall use the Authority’s TAF at Schedule 12 to the Contract.  The Supplier shall provide a high-level time and resource schedule for each TAF. | Priced proposal in response to an Authority TAF within XX Working Days of receipt. | As required. | N/A | N/A |

**Option for Interface to Brize Operations Control System**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **ID** | **Title** | **Description** | **Guidance** | **Output(s)/ Deliverable(s)** | **Date Required** | **Acceptance Criteria** | **Acceptance & Review Timescales** |
| Option BOCS1 | **Interface with Brize Operations Control System (OPTION)** | The Supplier shall work with the Authority to develop an Interface Control Document (ICD) for the transmission of flight schedules from the Brize Operations Control System (BOCS) to DAPSS.  The Supplier will develop, and unit test the interface in line with the ICD definition.  The Supplier will carry out System Integration Testing of the BOCS to DAPSS interface. | This option shall only be exercised if the Authority develops an interface from BOCS.  The ICD shall be in a format agreed between the Authority and the Supplier.  Evidence of successful unit test activity will be required before System Integration Testing takes place. | 1 x ICD  1 x unit test results report | Option enactment date + 20 days  5 days after unit test completion | Review and agreed ICD by Authority SME  Successful unit test report | 10 Working Days upon receipt  5 Working Days upon receipt |

**ANNEX A - Peripheral requirements by location**

**DAPSS SOR**

**Peripheral requirements by location.**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Ser | Location | Passport/ Identity Card Readers | Security gates (Check-in - Lounge) | Departure Gates (Lounge - Aircraft) | QR/barcode scanner (tethered total) | QR/barcode scanner (baggage hall-into ULDs) | Printer | Baggage Scales |
| 1 | RAF Brize Norton | 4 | 2 | 2 | 4 | 3 | 8 | 4 |
| Gateway House | 2 | 4 | 2 |
| 2 | JAMC South Cerney (29 Regt RLC) | 4 | 2 | 2 | 4 | 0 | 8 | 4 |
| 3 | RAF Akrotiri Cyprus | 5 | 2 | 2 | 4 | 3 | 10 | 5 |
| 4 | RAF Mount Pleasant, FI | 2 | 2 | 2 | 4 | 2 | 4 | 2 |
| 5 | RAF Ascension Island | 2 | 2 | 2 | 4 | 2 | 4 | 2 |
| 6 | RAF Northolt | 4 | 2 | 2 | 4 | 0 | 8 | 4 |
| 7 | Al Minhad Air Base, UAE (906 EAW) | 4 | 2 | 2 | 4 | 2 | 8 | 4 |
| 8 | RAF Gibraltar | 2 | 2 | 2 | 4 | 2 | 4 | 2 |
| 9 | RAF Lossiemouth | 1 | 2 | 2 | 4 | 2 | 2 | 1 |
|  | Total | 30 | 18 | 18 | 36 | 16 | 60 | 30 |

**ANNEX B - Peripheral Specifications**

**DAPSS SOR**

The Supplier shall ensure that all peripheral devices proposed are specified to operate in the temperature and relative humidity ranges defined in DefStan 00-35 Part 4 Issue 5 Chapter 1-02 Table 1 for climactic categories A1, S2, C0 and C1.

The Supplier shall ensure that the provision of the peripherals complies with the Waste Electrical and Electronic Equipment (WEEE) Regulations 2013.

Baggage Label Printers:

* Print speed: > 200mm/second
* Print resolution: 8.0 dots per mm
* Auto-Cutter
* Connectivity: USB Type A (or Type C with connector to Type A)
* Language: English
* Paper width: 54 mm
* Paper weight: according to IATA specifications
* Paper thickness: according to IATA specifications
* Paper type: roll
* Maintenance: local cleaning by SQEP
* Print head life: 100km minimum
* Barcode formats: Interleaved 2 of 5, Code 39, Code 128, EAN 13
* 240V AC power supply

Boarding Card Printers:

* Print speed: > 200mm/second
* Print resolution: 8.0 dots per mm
* Connectivity: USB Type A (or Type C with connector to Type A)
* Language: English
* Paper width: 82.5 mm
* Paper weight: according to IATA specifications
* Paper thickness: according to IATA specifications
* Paper type: fan-fold
* Maintenance: local cleaning by SQEP
* Print head life: 100 million pulses minimum
* Barcode formats: 1D – Interleaved 2 of 5, Code 39, Code 128, EAN 13; 2D – PDF4117, QR, Data Matrix.
* 240V AC power supply

Barcode Scanners:

* Barcode symbologies read: 1D – Interleaved 2 of 5, Code 39, Code128, EAN13; 2D -PDF4117, QR, Data Matrix
* Media types read: paper documents, tickets, smartphone, tablet
* Connectivity: USB Type A (or USB Type C with connector)
* Read performance: < 1 second
* 240V AC power supply
* Battery operation
* Wireless or docked data transfer

Passport/Identity Card Readers:

* Supports ICAO Doc 9303 standards for Machine Readable Travel Documents
* Optical Character Recognition support
* Machine Readable Zone support
* Read speed: 1 second
* Connectivity: USB Type A (or USB Type C with connector)

Baggage Scales:

* Maximum load: 150kg
* Division: 100g
* Baggage size: 100x60x45 cm
* Connectivity: USB Type A (or USB Type C with connector)
* Human readable display
* 240V AC power supply
* Maximum enclosure for scales: 750mm x 750mm

**ANNEX C – Interface Exchange Requirements**

**DAPSS SOR**

**DES Digital Interface Exchange Requirement**

**DAPSS**

**Information Exchange Requirements**

**Naming Conventions**

1. The standards or typographical naming conventions are defined in the following table (Table 1 – Naming Conventions).

|  |  |  |
| --- | --- | --- |
| **Serial** | **Form** | **Convention** |
|  | DOMAIN | “r” for RESTRICTED “s” for SECRET |
|  | File and path names | **Bold** |
|  | References | Document title and reference Link e.g. LogNEC DP Document Control Review Process v1 0.doc. |

Table 1 – Naming Conventions

**Introduction**

1. **BACKGROUND**

The Defence Air Passenger Services System (DAPSS) is a replacement for AIRCORE. DAPSS is to provide the Royal Air Force with a Scheduler, Booking Agent and Airport Agent capabilities to support all the processes necessary to schedule flights, book air passengers and their baggage, and to process them through both departure, transit and arrival airfields at Main Operating Bases (MOBs) and overseas locations.

1. **Purpose**

This document set out to outline the interfaces that are required for full functionality of the proposed DAPPS System

1. **Scope**

The scope of the design is limited as defined in the following sections.

The scope also only focuses on the following Interfaces.

* BORDERFORCE
  + STT Message
  + Cancellation Message
* BOCS (Brize Operational Control Suite)
  + TBD

1. **Changes Forecast**

Any changes to this interface will be managed under formal change control with governance provided by (former SCIS now Live Services) Change Process.

1. **Glossary**

The abbreviations used in this document are listed in Glossary.

**Interface DETAILS**

1. **Interface**

The technical interface design described within this document is draft and will be finalized during implementation.

At the time of writing there are two main interfaces associated with the new DAPSS proposal. One is the interface with BorderForce and the other is an interface with BOCS.

BORDERFORCE

**Connectivity**

Connectivity to the CBP Carrier Web Service is via HTTPS and using the XML SOAP protocol.

**Availability**

The CBP Carrier Web Service is available at the same times as the rest of the CBP system. Normally this is 24/7, but there may be occasional periods of down time during system upgrades, etc. These periods will be controlled by the Authority’s operational procedures and the hosting provider’s change management procedures.

**Security**

* The security aspects of the CBP Carrier Web Service are as follows:
* The HTTPS protocol is used to prevent the transmission of unencrypted plain text.
* An IP-level whitelist is employed so that only requests from known and validated IP addresses are accepted.
* The CBP Carrier Web Service follows the WS-Security Basic Authentication specification and require clients to present a valid username and password each time an operation is invoked.
* At all stages, the internal CBP operations performed by the CBP Carrier Web Service are restricted by the permissions assigned to the specified user account.
* An audit trail of all operations performed on the CBP is maintained within the CBP database.
* The rules around automatic password expiry for the web service user accounts are defined by the Authority in line with their internal security policy. A password change can be initiated on the CBP as a support request.

Messaging

* Message Mechanism

DAPSS will need to call the SOAP based CBP Web Service hosted.

* Flight Data Message

The BorderForce Service expects the STT (Specific Transport Type) Message to contain 46 elements of data from DAPSS in an XML format. Please refer to section 3 MESSAGE EXAMPLES for the data fields and the associated XML example file.

* Cancellation Data Message

An additional Cancellation Message will need to be sent if either the Flight Schedule changes or the Flight is cancelled. This only needs to be done if an STT Message has already been submitted.

* Heartbeat (Message)

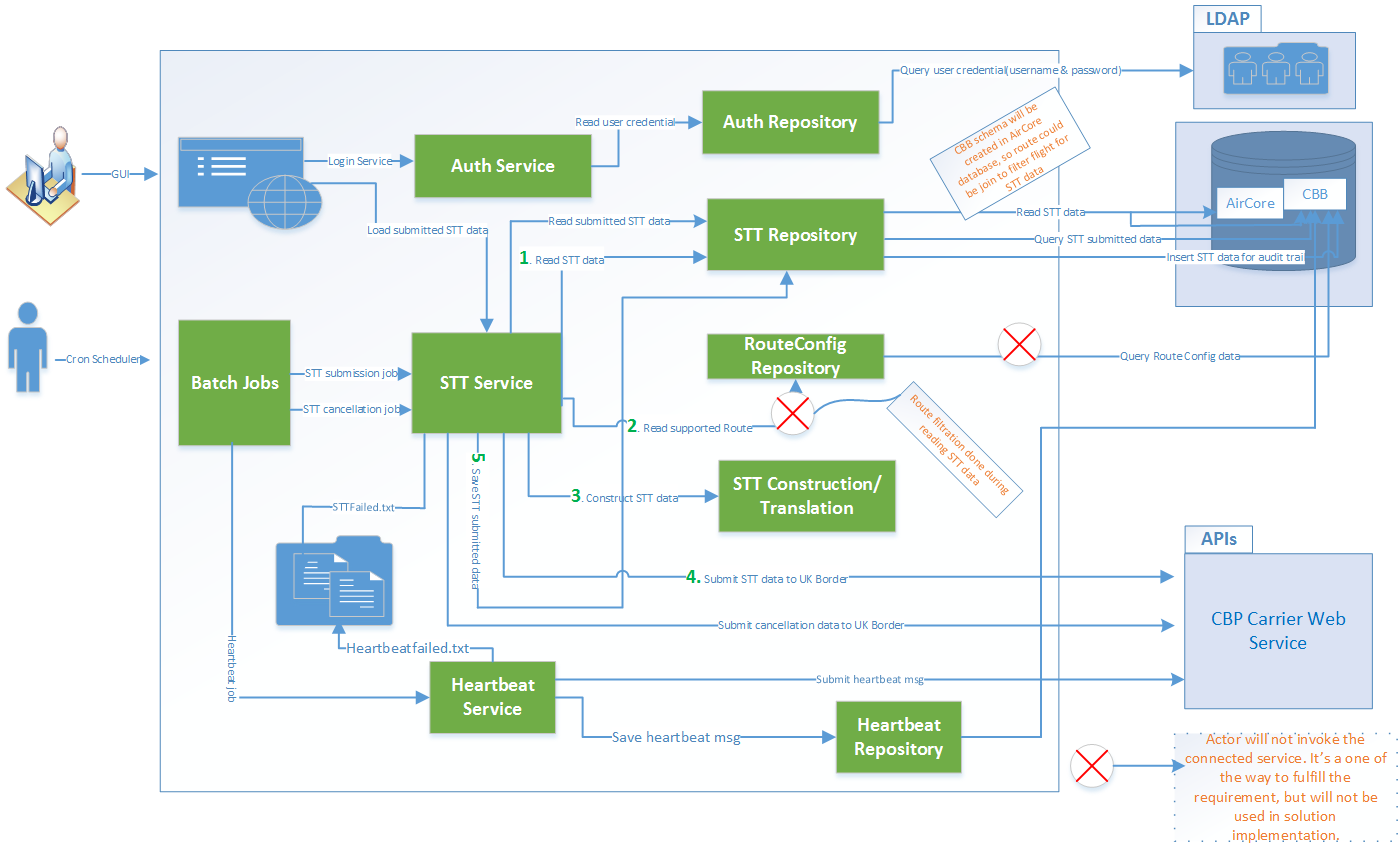
This method is called by a carrier to inform the CBP system that the carrier’s system is healthy. Such calls will be used for reporting purposes and to provide an early warning of any system problems. Carriers are required to call this method once per hour. (Any changes to the call frequency shall be governed and communicated to carrier aggregators according to the Authority’s own operational procedures).

* When

The BorderForce Service expects to receive this data both 24hrs and 2hrs before flight departure.

GENERAL ARCHITECTURE (Aircore -> BorderForce)

The architecture below has been included for reference as this shows the interface between Aircore (current incumbent) and BorderForce. This same interface will need to be called from the new proposed DAPSS System.



Brize Operational Control Suite (BOCS)

The Brize Operational Control Suite currently creates TRANSOP Data. TRANSOP Data contains basic flight scheduling data; Flight Number, Departure, Arrival information etc. This Flight Scheduling data is required by DAPSS and it has been proposed that this Data is received via an Interface/API.

At the time of writing (06/01/2023) the proposed Interface with BOCS is not well defined. This is due to the fact that the BOCS API is still in development and not currently Live. This document will be updated once full details of the Interface have been established.

Therefore, the assumption is that the proposed BOCS API will be similar in nature to the BorderForce API. It will also employ the same message system (HTTPS and using the XML SOAP protocol) and be no more complex that the BorderForce system.

**MESSAGE EXAMPLES**

* **BORDERFORCE**

**SUBMIT MESSAGE**

The following is an example of a call to the Submit method (Request and Response).

|  |
| --- |
| <s:Envelope xmlns:s="http://schemas.xmlsoap.org/soap/envelope/">  <s:Body>  <SubmitSTTXML xmlns="http://fincore.com/CBPCarrierWebService/">  <username>someuser</username>  <password>somepass</password>  <stt\_xml>  &lt;eBorders\_STTDocument SchemaVersion="n.m" xmlns:xsi="http://www.w3.org/2001/XMLSchema-instance\" xsi:noNamespaceSchemaLocation="STT\_XML\_v1.3.xsd"&gt;&#xD;  &lt;CommonSegment&gt;&#xD;  &lt;PortOfCallArrival&gt;&#xD;  &lt;IATA&gt;SOU&lt;/IATA&gt;&#xD;  &lt;/PortOfCallArrival&gt;&#xD;  &lt;PortOfCallDeparture&gt;&#xD;  &lt;IATA&gt;CDG&lt;/IATA&gt;&#xD;  &lt;/PortOfCallDeparture&gt;&#xD;  &lt;OwnerOrganisation&gt;Logs Leasing&lt;/OwnerOrganisation&gt;&#xD;  &lt;Person&gt;&#xD;  &lt;IsCrew&gt;true&lt;/IsCrew&gt;&#xD;  &lt;ContactNumber&gt;&#xD;  &lt;TelephoneNumber&gt;123456&lt;/TelephoneNumber&gt; &#xD;  &lt;TelephoneNumberType&gt;Office&lt;/TelephoneNumberType&gt;&#xD;  &lt;/ContactNumber&gt;&#xD;  &lt;/Person&gt;&#xD;  &lt;Person&gt;&#xD;  &lt;GivenName&gt;Jack&lt;/GivenName&gt;&#xD;  &lt;Surname&gt;Sparrow&lt;/Surname&gt;&#xD;  &lt;IsCrew&gt;false&lt;/IsCrew&gt;&#xD;  &lt;Nationality&gt;GBR&lt;/Nationality&gt;&#xD;  &lt;TravelDocument&gt;&#xD;  &lt;DocumentType&gt;IdentityCard&lt;/DocumentType&gt;&#xD;  &lt;IssuingAuthority&gt;UKPA&lt;/IssuingAuthority&gt;&#xD;  &lt;ExpirationDate&gt;2000-10-10&lt;/ExpirationDate&gt;&#xD;  &lt;PlaceOfIssue&gt;Sweeden&lt;/PlaceOfIssue&gt;&#xD;  &lt;/TravelDocument&gt;&#xD;  &lt;Gender&gt;Male&lt;/Gender&gt;&#xD;  &lt;PlaceOfBirth&gt;Athens&lt;/PlaceOfBirth&gt;&#xD;  &lt;DateOfbirth&gt;2000-10-20&lt;/DateOfbirth&gt;&#xD;  &lt;TransitPassenger&gt;false&lt;/TransitPassenger&gt;&#xD;  &lt;RankRating&gt;Captain&lt;/RankRating&gt;&#xD; Commercial in confidence Fincore Ltd, 2016 Page 25  &lt;CrewAllowances&gt;&#xD;  &lt;Goods&gt;true&lt;/Goods&gt;&#xD;  &lt;GoodsDetails&gt;Cigarrettes, 5000&lt;/GoodsDetails&gt;&#xD;  &lt;/CrewAllowances&gt;&#xD;  &lt;HomeAddress&gt;&#xD;  &lt;AddressField&gt;20 Rue De Naterrau&lt;/AddressField&gt;&#xD;  &lt;AddressField&gt;Paris&lt;/AddressField&gt;&#xD;  &lt;AddressPostCode&gt;78909&lt;/AddressPostCode&gt;&#xD;  &lt;AddressCountry&gt;FRA&lt;/AddressCountry&gt;&#xD;  &lt;/HomeAddress&gt;&#xD;  &lt;PurposeOfVisit&gt;Contract Crew&lt;/PurposeOfVisit&gt;&#xD;  &lt;DurationOfStayInUK&gt;2 days&lt;/DurationOfStayInUK&gt;&#xD;  &lt;IsVisaHolder&gt;false&lt;/IsVisaHolder&gt;&#xD;  &lt;ContactNumber&gt;&#xD;  &lt;TelephoneNumber&gt;83749823423&lt;/TelephoneNumber&gt;&#xD;  &lt;TelephoneNumberType&gt;Mobile&lt;/TelephoneNumberType&gt;&#xD;  &lt;/ContactNumber&gt;&#xD;  &lt;PortOfEmbarkation&gt;&lt;IATA&gt;SOU&lt;/IATA&gt;&lt;/PortOfEmbarkation&gt;&#xD;  &lt;PortOfDissembarkation&gt;&lt;IATA&gt;LON&lt;/IATA&gt;&lt;/PortOfDissembarkation&gt;&#xD;  &lt;/Person&gt;&#xD;  &lt;DepartureDate&gt;2011-10-10&lt;/DepartureDate&gt;&#xD;  &lt;DepartureTime&gt;19:00:00Z&lt;/DepartureTime&gt;&#xD;  &lt;ArrivalDate&gt;2011-10-11&lt;/ArrivalDate&gt;&#xD;  &lt;ArrivalTime&gt;20:00:00Z&lt;/ArrivalTime&gt;&#xD;  &lt;ManifestType&gt;GAR&lt;/ManifestType&gt;&#xD;  &lt;ManifestNo&gt;0&lt;/ManifestNo&gt;&#xD;  &lt;ManifestDate&gt;2000-10-10&lt;/ManifestDate&gt;&#xD;  &lt;ManifestTime&gt;20:20:00Z&lt;/ManifestTime&gt;&#xD;  &lt;/CommonSegment&gt;&#xD;  &#xD;  &lt;GenericAviation&gt;&#xD;  &lt;AircraftRegistrationNumber&gt;GABCD&lt;/AircraftRegistrationNumber&gt;&#xD;  &lt;CountryOfRegistration&gt;UK&lt;/CountryOfRegistration&gt;&#xD;  &lt;AircraftType&gt;Hawker&lt;/AircraftType&gt;&#xD;  &lt;ReasonForVisit&gt;Maintainance&lt;/ReasonForVisit&gt;&#xD;  &lt;FreeCirculationInEU&gt;false&lt;/FreeCirculationInEU&gt;&#xD;  &lt;AircraftLessThan8000kg&gt;false&lt;/AircraftLessThan8000kg&gt;&#xD;  &lt;/GenericAviation&gt;&#xD;  &lt;/eBorders\_STTDocument&gt;  </stt\_xml>  </SubmitSTTXML>  </s:Body>  </s:Envelope>  ***4.3.1.2 Response***  The following is an example of a response to a call to the Submit method  <s:Envelope xmlns:s="http://schemas.xmlsoap.org/soap/envelope/">  <s:Header />  <s:Body>  <SubmitSTTXMLResponse xmlns="http://fincore.com/CBPCarrierWebService/">  <SubmitSTTXMLResult  xmlns:a="http://fincore.com/CBPCarrierWebService/entities"  xmlns:i="http://www.w3.org/2001/XMLSchema-instance">  <a:Identifier>2011-11-11\_13:33:51\_GABCD\_123\_456</a:Identifier>  <a:OK>true</a:OK>  <a:Reason>None</a:Reason>  </SubmitSTTXMLResult>  </SubmitSTTXMLResponse>  </s:Body>  </s:Envelope> |

**CANCELLATION MESSAGE**

The following is an example of a call to the Cancellation method (Request and Response).

|  |
| --- |
| <s:Envelope xmlns:s="http://schemas.xmlsoap.org/soap/envelope/">  <s:Body>  <SubmitSTTXML xmlns="http://fincore.com/CBPCarrierWebService/">  <username>someuser</username>  <password>somepass</password>  <stt\_xml>  &lt;eBorders\_STTDocument SchemaVersion="n.m" xmlns:xsi="http://www.w3.org/2001/XMLSchema-instance\" xsi:noNamespaceSchemaLocation="STT\_XML\_v1.3.xsd"&gt;&#xD;  &lt;CommonSegment&gt;&#xD;  &lt;PortOfCallArrival&gt;&#xD;  &lt;IATA&gt;SOU&lt;/IATA&gt;&#xD;  &lt;/PortOfCallArrival&gt;&#xD;  &lt;PortOfCallDeparture&gt;&#xD;  &lt;IATA&gt;CDG&lt;/IATA&gt;&#xD;  &lt;/PortOfCallDeparture&gt;&#xD;  &lt;OwnerOrganisation&gt;Logs Leasing&lt;/OwnerOrganisation&gt;&#xD;  &lt;Person&gt;&#xD;  &lt;IsCrew&gt;true&lt;/IsCrew&gt;&#xD;  &lt;ContactNumber&gt;&#xD;  &lt;TelephoneNumber&gt;123456&lt;/TelephoneNumber&gt; &#xD;  &lt;TelephoneNumberType&gt;Office&lt;/TelephoneNumberType&gt;&#xD;  &lt;/ContactNumber&gt;&#xD;  &lt;/Person&gt;&#xD;  &lt;Person&gt;&#xD;  &lt;GivenName&gt;Jack&lt;/GivenName&gt;&#xD;  &lt;Surname&gt;Sparrow&lt;/Surname&gt;&#xD;  &lt;IsCrew&gt;false&lt;/IsCrew&gt;&#xD;  &lt;Nationality&gt;GBR&lt;/Nationality&gt;&#xD;  &lt;TravelDocument&gt;&#xD;  &lt;DocumentType&gt;IdentityCard&lt;/DocumentType&gt;&#xD;  &lt;IssuingAuthority&gt;UKPA&lt;/IssuingAuthority&gt;&#xD;  &lt;ExpirationDate&gt;2000-10-10&lt;/ExpirationDate&gt;&#xD;  &lt;PlaceOfIssue&gt;Sweeden&lt;/PlaceOfIssue&gt;&#xD;  &lt;/TravelDocument&gt;&#xD;  &lt;Gender&gt;Male&lt;/Gender&gt;&#xD;  &lt;PlaceOfBirth&gt;Athens&lt;/PlaceOfBirth&gt;&#xD;  &lt;DateOfbirth&gt;2000-10-20&lt;/DateOfbirth&gt;&#xD;  &lt;TransitPassenger&gt;false&lt;/TransitPassenger&gt;&#xD;  &lt;RankRating&gt;Captain&lt;/RankRating&gt;&#xD; Commercial in confidence Fincore Ltd, 2016 Page 25  &lt;CrewAllowances&gt;&#xD;  &lt;Goods&gt;true&lt;/Goods&gt;&#xD;  &lt;GoodsDetails&gt;Cigarrettes, 5000&lt;/GoodsDetails&gt;&#xD;  &lt;/CrewAllowances&gt;&#xD;  &lt;HomeAddress&gt;&#xD;  &lt;AddressField&gt;20 Rue De Naterrau&lt;/AddressField&gt;&#xD;  &lt;AddressField&gt;Paris&lt;/AddressField&gt;&#xD;  &lt;AddressPostCode&gt;78909&lt;/AddressPostCode&gt;&#xD;  &lt;AddressCountry&gt;FRA&lt;/AddressCountry&gt;&#xD;  &lt;/HomeAddress&gt;&#xD;  &lt;PurposeOfVisit&gt;Contract Crew&lt;/PurposeOfVisit&gt;&#xD;  &lt;DurationOfStayInUK&gt;2 days&lt;/DurationOfStayInUK&gt;&#xD;  &lt;IsVisaHolder&gt;false&lt;/IsVisaHolder&gt;&#xD;  &lt;ContactNumber&gt;&#xD;  &lt;TelephoneNumber&gt;83749823423&lt;/TelephoneNumber&gt;&#xD;  &lt;TelephoneNumberType&gt;Mobile&lt;/TelephoneNumberType&gt;&#xD;  &lt;/ContactNumber&gt;&#xD;  &lt;PortOfEmbarkation&gt;&lt;IATA&gt;SOU&lt;/IATA&gt;&lt;/PortOfEmbarkation&gt;&#xD;  &lt;PortOfDissembarkation&gt;&lt;IATA&gt;LON&lt;/IATA&gt;&lt;/PortOfDissembarkation&gt;&#xD;  &lt;/Person&gt;&#xD;  &lt;DepartureDate&gt;2011-10-10&lt;/DepartureDate&gt;&#xD;  &lt;DepartureTime&gt;19:00:00Z&lt;/DepartureTime&gt;&#xD;  &lt;ArrivalDate&gt;2011-10-11&lt;/ArrivalDate&gt;&#xD;  &lt;ArrivalTime&gt;20:00:00Z&lt;/ArrivalTime&gt;&#xD;  &lt;ManifestType&gt;GAR&lt;/ManifestType&gt;&#xD;  &lt;ManifestNo&gt;0&lt;/ManifestNo&gt;&#xD;  &lt;ManifestDate&gt;2000-10-10&lt;/ManifestDate&gt;&#xD;  &lt;ManifestTime&gt;20:20:00Z&lt;/ManifestTime&gt;&#xD;  &lt;/CommonSegment&gt;&#xD;  &#xD;  &lt;GenericAviation&gt;&#xD;  &lt;AircraftRegistrationNumber&gt;GABCD&lt;/AircraftRegistrationNumber&gt;&#xD;  &lt;CountryOfRegistration&gt;UK&lt;/CountryOfRegistration&gt;&#xD;  &lt;AircraftType&gt;Hawker&lt;/AircraftType&gt;&#xD;  &lt;ReasonForVisit&gt;Maintainance&lt;/ReasonForVisit&gt;&#xD;  &lt;FreeCirculationInEU&gt;false&lt;/FreeCirculationInEU&gt;&#xD;  &lt;AircraftLessThan8000kg&gt;false&lt;/AircraftLessThan8000kg&gt;&#xD;  &lt;/GenericAviation&gt;&#xD;  &lt;/eBorders\_STTDocument&gt;  </stt\_xml>  </SubmitSTTXML>  </s:Body>  </s:Envelope>  ***4.3.1.2 Response***  The following is an example of a response to a call to the Submit method  <s:Envelope xmlns:s="http://schemas.xmlsoap.org/soap/envelope/">  <s:Header />  <s:Body>  <SubmitSTTXMLResponse xmlns="http://fincore.com/CBPCarrierWebService/">  <SubmitSTTXMLResult  xmlns:a="http://fincore.com/CBPCarrierWebService/entities"  xmlns:i="http://www.w3.org/2001/XMLSchema-instance">  <a:Identifier>2011-11-11\_13:33:51\_GABCD\_123\_456</a:Identifier>  <a:OK>true</a:OK>  <a:Reason>None</a:Reason>  </SubmitSTTXMLResult>  </SubmitSTTXMLResponse>  </s:Body>  </s:Envelope> |

**RAID Log**

**RISKS**

The internal/external dependencies are defined in Table 4 – Risks.

|  |  |  |
| --- | --- | --- |
| **Serial** | **Risks** | **Description** |
|  | BOCS API not yet known or defined | At the time of writing (06/12/2022) little is known about the BOCS API. |
|  |  |  |

Table 4 – Risks

**Assumptions**

The internal/external dependencies are defined in Table 5 – Assumptions.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Serial** | **Assumption** | **Source** | **Owner** | **Status** |
|  | BOCS will operate a similar API to the BorderForce API |  | James Crewe | Open |
|  |  |  |  |  |
|  |  |  |  |  |

Table 5 – Assumptions

**Issues**

The internal/external dependencies are defined in Table 6 – Issues.

|  |  |  |
| --- | --- | --- |
| **Serial** | **Issue** | **Description** |
|  |  |  |

Table 6 – Issues

**Dependencies**

The internal/external dependencies are defined in Table 7 – Dependencies.

|  |  |  |  |
| --- | --- | --- | --- |
| **Serial** | **Dependencies** | **Owner** | **Status** |
|  | BorderForce API | Caldara, Samuel Sqn Ldr | Open |
|  | BOCS API | TBA | Open |
|  |  |  |  |

Table 7 – Dependencies

**Glossary**

**Abbreviations**

|  |  |  |
| --- | --- | --- |
| **Serial** | **Abbreviations** | **Description** |
|  | AJV | Another JSON Schema Validator |
|  | BDUK | Boeing Defence United Kingdom Ltd |
|  | CC | Change Case |
|  | DE&S | Defence Equipment & Support |
|  | DAPSS | Defence Air Passenger Services System |
|  | FOC | Full Operating Capability |
|  | ICD | Interface Control Document |
|  | BOCS | Brize Operational Control Suite |
|  | LOV | List of Values |
|  | MJDI | Managed Joint Deployed Inventory (System) |
|  | MoD | Ministry of Defence |
|  | OAGIS | Open Application Group Integration Specification |
|  | REST | Representational State Transfer |
|  | SCIS | Support Chain Information Services |
|  | UIN | Unit Identification Number |
|  | WIP | Work in Progress |
|  | SDW | Support Data Warehouse |
|  | STT | Specific Transport Type |

Table 8 – Acronyms

**ANNEX D – System Requirements**

**DAPSS SOR**

| **System Requirement ID** | **Area** | **Sub Area** | **System Requirement** | **Threshold** | **Objective** | **Req’t Type** | **Priority** | **Proposed Validation Method** |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| ITTSR003 | Scheduling | Create schedule | The system shall support schedules for: - a one-way flight - a return flight - a multi-sector flight (Schedule includes for each flight sector, as a minimum: - Departure date and time - Arrival date and time - Departure airport code - Arrival airport code - Aircraft type - Flight designator - Flight number - Seat configuration - seat classes and number of seats in each class) | Each type of schedule can be created and the minimum data captured as part of the schedule | As per threshold | F | K | Factory acceptance test - user creates a schedule of each type and is able to populate the minimum required data |
| ITTSR008 | Booking | Create Booking | The system shall allow an authorised user to create a booking for: - an individual passenger - a group of passengers as long as the size of the group does not exceed the capacity of the schedule aircraft and configuration type (The booking for each passenger will consist of, as a minimum: - Booking reference (unique, system generated) - Booking type - Authorisation code (validated for format: char 1 = Type of travel, char 2 = Service code, char 3-4 = purpose of travel code, char 5-10 = unit identification number) - Zero, one or more Special Service Request codes - Free-text commentary - Passenger identity document type - Passenger identity document number - Passenger identity document issue date (mandatory for non-military pax) - Passenger identity document issuing authority (mandatory for non-military pax) - Passenger identity document expiry date (mandatory for non-military pax) - Surname - Given names - Nationality - Title or military rank - Military service number - Date of birth - Place of birth - Gender - Group name (for group bookings) - Departure date - Departure airport - Destination airport | A booking for an individual passenger and for a group of passengers can be created and all of the minimum required information is captured. | As per threshold | F | K | Factory acceptance test - user creates a booking for an individual passenger and a booking for a group of passengers and records all of the information required before the booking can be confirmed |
| ITTSR126 | User Experience | Feedback | The system shall validate data entered, amended or deleted by the user and will provide meaningful feedback to indicate that data been created, amended or deleted successfully or will notify the user why the action has failed. | As per requirement | As per requirement | F | 1 | Factory Acceptance Test - system notifies the user with an on-screen message when a record has been successfully created |
| ITTSR017 | Search | Scheduled flights | System shall return user searches/actions for available flights within 2 secs if internet connectivity = > 101mbps | Search results must be returned within a timeframe that enables efficient completion of the process | Search results must be returned within a timeframe that enables efficient completion of the process | NF | M | Critical Design review - design documentation. Land Service Resource Centre testing to validate impact of network bandwidth on performance |
| ITTSR018 | Search | Scheduled flights | System shall return user searches/action for available flights within 30 secs if internet connectivity = < 100mbps | Search results must be returned within a timeframe that enables efficient completion of the process | Search results must be returned within a timeframe that enables efficient completion of the process | NF | M | Critical Design review - design documentation. Land Service Resource Centre testing to validate impact of network bandwidth on performance |
| ITTSR019 | Search | Booking | The system shall allow the authorised user to search for a flight booking based on any combination of: - Service number - Flight number - Passenger name - Identity document number - Unique booking reference Search criteria may include partial or whole keywords and wildcard characters | All flight bookings matching the search criteria entered by the user are displayed within 3 minutes. System gives feedback where no results meet search criteria, user is able to access flight information by selecting a specific search result | As per Threshold | F | 1 | Factory acceptance test – user can enter any or all of the search criteria and the system will display all flight bookings that match the criteria |
| ITTSR016A | Search | Search | The system shall allow the user to open a specific record from the search results | As per requirement | As per requirement | F | 1 | Factory Acceptance Test - user can select a record from the search result set and open that record in the appropriate screen to view or modify it. |
| ITTSR016B | Access Management | Search | The system shall restrict searches and results based on the user's permissions | User permissions matrix shall be generated which covers all roles available within the system | As per threshold | NF | 1 | Critical Design Review - documentation showing role-based access capability and that the controls apply to search functions Factory Acceptance Test - user with insufficient permissions enters search criteria that would include records for which they don't have permission and these records are omitted from the result set. |
| ITTSR003A | Scheduling | Create schedule | The system shall allow an authorised user to set an excess booking limit for each aircraft type and configuration combination | Excess Booking Limit definable by Aircraft Type | As per Threshold | F | K | Factory acceptance test – user can assign an excess booking limit against each aircraft type and configuration combination |
| ITTSR005 | Scheduling | Amend Schedule | The system shall prevent amendment of an existing schedule if a flight on that schedule has been opened for check-in or has been closed for check-in or for which boarding has been finalised, but not if the flight has a status of Hold | The user will be prevented from starting to update a schedule on which a flight has gone live | As per Threshold | F | 1 | Factory acceptance test – system prevents a user from amending a schedule if a flight on that schedule is open for check-in or is closed for boarding, as long as the flight is not on Hold or Suspended. |
| ITTSR006 | Scheduling | Amend Schedule | The system shall allow the user to complete any amendments to a schedule and update the schedule data within 5 minutes from the start of the amendment | All amendments can be made, and the update completed within 5 minutes | All amendments can be made, and the update completed within 1 minute | NF | 1 | Factory acceptance test – user is able to complete all changes to the schedule and receive confirmation of the update being completed within 5 minutes |
| ITTSR124 | Equipment | Access through ModNET | The system shall provide access through a ModNET supported browser. | User can access the system through the current version of either Microsoft Edge or Chrome in use on ModNET | As per threshold | NF | 1 | System integration test – user can access the system from a ModNET web browser when the system is installed in its target environment |
| ITTSR125 | Equipment | Access through ModNET | The system shall utilise a thin browser client | Browser access to system works without installing security certificate and with local scripting disabled. | As per threshold | NF | 1 | Critical design review of supplier’s solution. System integration test – application is accessible and works on ModNET device. |
| ITTSR001A | Interoperability | Advance Passenger Information System | The system shall provide an output file that contains the data required to populate the EDIFACT PAXLST message for the United States Advance Passenger Information System to allow information on passengers travelling to the USA to be passed on (military personnel are exempt from this requirement) | A PAXLST message compliant with the UN/EDIFACT specification is created for any flights where the destination airport is in the United States or is under the jurisdiction of the United States | As per threshold | F | 3 | System integration test – a flight is created, opened and departed with a US airport as the destination and a PAXLST message is produced. |
| ITTSR067A | Interoperability | UK Border Force | The system shall transmit data required for compliance with schedule 2 to the Immigration Act 1971, Immigration and Police (Passenger, Crew and Service Information) Order 2008 (SI 2008/5), The Passenger, Crew and Service Information (Civil Penalties) Regulations 2015 (SI 2015/961) and The Authority to Carry Scheme (Civil Penalties Regulations 2015 (SI2015/957). Data requirements can be found in the Interface Exchange Requirements. | The data presented for transmission to UKBF is compliant with the extant laws and regulations | As per threshold | F | M | System integration test – data file is produced for transmission after a flight has been closed is compliant with regulations |
| ITTSR013 | Booking | Create Booking | Given the user has all the information required, they are able to execute all steps in the 'Booking' process within 3 minutes | As per requirement | 1 minute | NF | K | Factory acceptance test – user can enter all of the required data to complete a booking and can save the booking data within 3 minutes |
| ITTSR014 | Booking | Create Booking | The system shall alert the booking agent user that a duplicate booking is being made when a booking is being created if a booking already exists for the same passenger name, identity document number and flight number. | Warning message displayed on screen when duplicate booking detected | As per Threshold | F | 2 | Factory acceptance test – the system notifies the user via an on-screen message that a duplicate booking is being created if a booking for the same passenger name, identity document number and flight number are entered and the user is asked whether to continue with the booking |
| ITTSR015 | Booking | Create Booking | The system shall automatically record a passenger as a minor when their date of birth indicates they will be under 18 years of age on the date of the flight. | Passengers automatically designated as a minor based on date of birth | As per Threshold | F | M | Factory acceptance test – system automatically identifies passengers under 18 and annotates their booking as for a minor. |
| ITTSR016 | Booking | Create Booking | The system shall allow an authorised user to search for available flights based on any combination of: - date range - departure airport - arrival airport - flight number | All flights on a schedule published for use matching the user-specified criteria are displayed | All flights on a live schedule matching the user-specified criteria, including partially specified criteria, are displayed | F | 1 | Factory acceptance test – user can enter any combination of search details and the system returns a list of all matching flights |
| ITTSR020 | Booking | Create Booking | The system shall prevent a user from progressing a booking to issuing of a ticket until all mandatory data fields (refer to ITTSR008) have been populated | System prevents ticket being issued or booking being confirmed whilst mandatory data fields are unpopulated or contain invalid data | Mandatory data fields variable by Passenger Type | F | 1 | Factory acceptance test – system prevents generation of a booking reference and completion of booking until all mandatory data fields have been completed. |
| ITTSR021 | Booking | Create Booking | If passenger does not attend flight (due to flight cancellation or passenger cancellation) the system allows the booking agent user to book the passenger on a new flight without creating a new booking | Passenger booked to a new flight with only changed details needing to be entered. | As per Threshold | F | 1 | Factory acceptance test – user can create a new booking using the details of a previous booking. |
| ITTSR022 | Booking | Create Booking | The system shall allow the user to set the excess booking limit for the aircraft | As per requirement | As per Threshold | F | K | Factory acceptance test – user is allowed to create a booking itinerary that causes the capacity of the flight to be exceeded, but not the capacity plus the excess booking limit. User creates a booking that would cause the capacity plus the excess limit to be exceeded and receives an error message preventing the booking from being made. |
| ITTSR025 | Manage Flight | Manage Flight Configuration | The system shall allow an authorised user to view and update aircraft configuration. | Information pertaining to seating and baggage configuration is maintained | As per Threshold | F | 1 | Factory acceptance test – user can retrieve a flight schedule and can make changes to the aircraft configuration for that flight. |
| ITTSR029 | Manage Flight | Manage Flight | The system shall allow an authorised user to export flight departure details in a format that can be transmitted to the next destination of the flight in an email format. Load Departure Message (LDM) & Container Pallet Message (CPM) airline standard ICAO, IATA procedures. The flight departure details are: • Flight number • Departure airport • Actual time of departure • Next airport • Estimated time of arrival | Email body generated with flight details | As per Threshold | F | 1 | Factory acceptance test – human -readable file with flight details produced. The file can either be attached directly to an email or the information copy/pasted from the file into an email. |
| ITTSR127 | Manage Flight | Manage Flight | The system shall be able to record the following information about MOD and Commercial airside locations: - Personnel - Handling equipment - Contact details The information shall be visible to authorised users. | Information about MOD airside locations visible and maintainable by authorised users | As per Threshold | F | 3 | Factory acceptance test – user can create and amend a MOD airport record, including personnel, handling equipment and contact details |
| ITTSR043 | Manage Flight | Check-in | The system shall be able to identify transit passengers that have already been checked-in at a previous airport in their journey | Transit passengers from other flights already visible as checked-in | As per Threshold | F | 1 | Factory acceptance test – system shows transit passengers on a flight as already checked-in without the need for further check-in. |
| ITTSR038 | Manage Flight | Check-in | The system shall produce a boarding card that contains the following information:  - Date of flight - Flight number - Seat number - Name - Rank - Destination airport code - Latest boarding time - Gate - Special service request information - 2D barcode conformant to IATA BCBP Standard (Resolution 792) | Boarding card is printed with the data defined in the RAF Manual of Movements (DAP 3150) | As per threshold | F | 1 | System integration test – system prints a boarding card displaying the mandated data. |
| ITTSR031 | Manage Flight | Check-in | The system shall allow multiple authorised users to check-in passengers simultaneously. | 30 passengers per desk per hour checked-in, multiple (10x) desks processing simultaneously | 40 passengers per desk per hour checked-in, multiple (20x) desks processing simultaneously | F | K | System integration test – multiple users can check-in passengers simultaneously with no degradation in performance |
| ITTSR032 | Manage Flight | Check-in | The system shall display passenger details when checking a passenger in to allow the airport agent to confirm that the passenger’s identity matches the booking | Passenger name and passport number/service number displayed within 10 seconds | Passenger name and passport number/service number displayed within 2 seconds | F | 1 | Factory acceptance test – system displays passenger name and passport number or service number to the check-in user within 2 seconds of the booking reference being entered at check-in |
| ITTSR045 | Manage Flight | Check-in | The system shall automatically open a flight for check-in 24 hours before the flight is due to depart if that flight is configured to allow automatic opening for check-in. | Flight status is set to open and check-in activities against the flight can be performed when the time reaches 24 hours before the scheduled departure of the flight | As per Threshold | F | 2 | Factory acceptance test – the system automatically changes the status of a flight to allow check-in to commence 24 hours prior to the flight’s schedule departure |
| ITTSR033 | Manage Flight | Check-in | The system shall allow an authorised user to see the booking type of the passenger booked | Display the booking type for the passenger name or booking reference within 10 seconds | Display the booking type for the passenger name or booking reference within 2 seconds | F | 1 | Factory acceptance test – system displays the booking type of the booking within 2 seconds of the booking reference being entered at check-in |
| ITTSR039 | Manage Flight | Check-in | The system shall allow an authorised user to produce baggage labels for each baggage item presented by the passenger with the following information: - Unique baggage reference number - Destination airport name - Destination airport code - Departure date and time - Flight number including flight designator - Passenger name - Unique baggage reference barcode conforming to IATA resolution 740 | A baggage label is produced for each item of baggage submitted by the passenger | As per Threshold | F | K | System integration test – the system produces a baggage label for each piece of baggage being checked-in by the passenger. The baggage label contains all of the required information. |
| ITTSR040 | Manage Flight | Check-in | The system shall generate a unique baggage reference for each baggage label. | Each baggage label is uniquely identifiable in the system | As per Threshold | F | 1 | Factory acceptance test – the system generates a unique reference number for each item of baggage being checked-in |
| ITTSR041 | Manage Flight | Check-in | The system shall associate each baggage reference with a passenger | Each item of baggage submitted by the passenger is associated with that passenger | As per Threshold | F | 1 | Factory acceptance test – user can see the baggage reference for each item of baggage checked-in by the passenger against the passenger’s record |
| ITTSR042 | Manage Flight | Check-in | The system shall accept electronic notification of the weight of each item of baggage from connected scales if available | Weight of each baggage item is automatically populated by a feed from the scales | As per Threshold | F | 1 | System integration test – system automatically records the weight of each item of baggage against the baggage unique reference number using information from connected scales |
| ITTSR046 | Manage Flight | Check-in | The system shall allow an authorised user to disable the automatic opening of a flight for check-in 24 hours before departure | Automatic opening of check-in is disabled for a specific flight | As per threshold | F | 2 | Factory acceptance test – user can retrieve a flight and change it to prevent automatic opening of check-in |
| ITTSR047 | Manage Flight | Check-in | The system shall allow an authorised user to reopen a closed flight | Flight status changed to open | As per Threshold | F | 1 | Factory acceptance test – user can retrieve a flight that is closed and change its status to allow passengers to be checked in. |
| ITTSR044 | Manage Flight | Check-in | The system shall allow a checked-in passenger to be transferred to another flight and will notify the user that checked-in baggage must also be transferred. | Passenger and all passenger details transferred to alternative flight within 2 minutes of transfer being initiated | Passenger and all passenger details transferred to alternative flight within 1 minutes of transfer being initiated | F | 1 | Factory acceptance test – user can remove a checked-in passenger from their booked flight and add them to another flight open for check-in. |
| ITTSR034 | Manage Flight | Check-in | The system shall allow an authorised user to allocate a seat to a passenger at check-in or to change an allocated seat. | Seat number allocated to passenger. Passengers on group bookings identifiable for seating together | Seat number allocated to passenger. Family bookings automatically allocated seats together. | F | 1 | Factory acceptance test – user can select an available seat number from a list when checking a passenger in and allocate that seat number to that passenger |
| ITTSR037 | Manage Flight | Check-in | The system shall allow an authorised user to view the passenger booking attributes/special service codes, to determine seat allocation constraints | Special service request codes and comments visible by passenger name, passenger name record or service number | As per Threshold | F | 1 | Factory acceptance test – user is presented with special service request codes and comments recorded against the passenger booking when the passenger is checking-in |
| ITTSR036 | Manage Flight | Check-in | The system shall allow an authorised user to see the remaining seats available for allocation on a flight when checking a passenger in | Reducing balance of seats visible as seat allocation takes place. | As per Threshold | F | 2 | Factory acceptance test – user can see a list of remaining available (unallocated) seats on a flight when checking a passenger in. |
| ITTSR048 | Manage Flight | Manage Boarding | The system shall allow an authorised user to set the seating plan for the flight as either free seating or allocated seating | Seating plan is shown as free or allocated and can be toggled | As per Threshold | F | 1 | Factory acceptance test – user can retrieve a flight and change the seating plan to either free (no seat allocation) or allocated seating. |
| ITTSR049 | Manage Flight | Manage Boarding | The system shall allow an authorised user to access a passenger list for a flight | Display the passenger list for the requested flight within 5 seconds | Display the passenger list for the requested flight within 2 seconds | F | 1 | Factory acceptance test – user can specify a flight and view a list of passengers checked-in to that flight. |
| ITTSR035 | Manage Flight | Manage Boarding | The system shall allow an authorised user to allocate seats to a group of passengers at check-in such that the group of passengers is seated together | Passengers allocated, one per seat, according to special service requirements and group bookings | As per Threshold | F | 1 | Factory acceptance test – user can select from a list go available seats on the flight and allocate a seat number to a passenger |
| ITTSR051 | Manage Flight | Manage Boarding | The system shall allow an authorised user to see a list of passengers booked to a flight and whether their status is - checked in - in departures - boarded | Display list of checked-in passengers and their status through the airport | As per Threshold | F | K | Factory acceptance test – system displays a list of passengers booked to the flight and their current status and the date and time that their status changed |
| ITTSR052 | Manage Flight | Manage Boarding | The system shall allow an authorised user to make the booking of any non-departed passengers available to the booking agent for re-booking or cancellation. | Booked passengers not recorded as boarded made available to booking agent after the flight has departed | Booked passengers not recorded as boarded made available to booking agent after the flight has departed automatic message sent | F | 1 | Factory acceptance test – user can transfer the booking for a non-departed passenger back to the booking user. |
| ITTSR053 | Manage Flight | Load Control | The system shall allow an authorised user to create a baggage stowage/load plan for a flight sector | Draft load plan showing planned baggage stowage areas for flight sector - each bag to be associated with a serialised ULD and can | As per Threshold | F | 3 | Factory acceptance test - an authorised user is allowed to create a load plan with a status of draft which shows separate stowage areas and which baggage should be allocated to those areas |
| ITTSR054 | Manage Flight | Load Control | The system shall allow an authorised user to amend a load plan | Any attribute of the load plan can be amended prior to the flight status being set to final | As per Threshold | F | 3 | Factory acceptance test - an authorised user is able to retrieve a load plan and make amendments to the load plan details |
| ITTSR055 | Manage Flight | Load Control | The system shall allow the user to identify (a) load(s) or part of (a) load(s) that is transiting from an inbound flight | As per requirement | As per threshold | F | 3 | Factory acceptance test - user is able to see the baggage that forms the load plan and can see baggage that is originating from an inbound flight rather than through check-in. |
| ITTSR056 | Manage Flight | Load Control | The system shall allow an authorised user to finalise a load plan. | The load plan status is set to final and no changes can be made | As per Threshold | F | 3 | Factory acceptance test - user is able to change the status of load plan to indicate that the load plan is confirmed and that no further changes will be made to it. |
| ITTSR057 | Manage Flight | Load Control | The system shall allow DAPSS printed baggage labels to be tracked when they are scanned to record their location | Each baggage item displays the last location it was scanned at | Each location that the bag label had been scanned | F | 1 | System integration test - user is able to scan a printed baggage label and the system indicates the system location (e.g. check in desk #1) where the scan was performed. |
| ITTSR058 | Manage Flight | Load Control | The system shall track baggage based on updates received from barcode scanning devices | Baggage item locations are updated by information received from scanners | As per Threshold | F | 1 | System integration test - baggage handling user scans a baggage label barcode to indicate that the baggage has been moved from one location to another and the baggage status in the system shows this. |
| ITTSR059 | Manage Flight | Load Control | The system shall track baggage based on updates manually entered into the system by authorised users | Baggage item locations are updated by information entered into the system | As per Threshold | F | 1 | Factory acceptance test - baggage handling user updates baggage status or location in the system without the need to scan the baggage. |
| ITTSR060 | Manage Flight | Load Control | The system shall record which unit load device (ULD) or air pallet an item of baggage has been placed in/on. | Baggage reference and unit load device reference are associated. | As per Threshold | F | 1 | Factory acceptance test - baggage handling user scans a ULD identifier then scans a baggage label and the system displays the baggage as loaded into the correct ULD. |
| ITTSR061 | Manage Flight | Load Control | The system shall allow an authorised user to see a pictorial representation of the load plan | Pictorial layout of the load plan is displayed | Pictorial layout of the load plan is displayed and can be printed | F | 3 | Factory acceptance test - user is able to select a load plan and is presented with an on-screen graphical view of the load plan. |
| ITTSR062 | Manage Flight | Load Control | The system shall automatically calculate the total weight of a loaded ULD or air pallet | Total weight of the ULD/air pallet plus baggage is calculated | As per Threshold | F | 3 | Factory acceptance test - user adds baggage to a ULD or air pallet and the total weight of the ULD or air pallet increases by the amount of each item of baggage added. |
| ITTSR063 | Manage Flight | Load Control | The system shall support both metric and imperial measures for the load plan | Weights and dimensions are recorded in either metric or imperial units | As per Threshold | F | 3 | Factory acceptance test - load plan weights and volumes represented in metric and imperial measures |
| ITTSR064 | Manage Flight | Load Control | The system shall allow the user to create the Load Plan using either Moments or Indexes | As per requirement | As per threshold | F | 3 | Factory acceptance test - load plan calculated using moments and indexes |
| ITTSR065 | Manage Flight | Load Control | The system shall allow an authorised user to view the passenger baggage load plan for a flight by destination airport | Display the load plan for the flight sector ending at the destination airport specified by the user | As per Threshold | F | 3 | Factory acceptance test - user is able to select a destination airport and can see all load plans created for that destination. User can then select a load plan and see the detailed information about the load plan. |
| ITTSR066 | Manage Flight | Load Control | The system shall allow an authorised user to see the following limitations affecting the flight load plan: - Limiting flight sectors - Payload limitations - Isometric limitations | Display the information about the load constraint | As per Threshold | F | 3 | Factory acceptance test - user is able to view limiting factors against each flight sector of a flight. |
| ITTSR067 | Manage Flight | Load Control | The system shall allow the user to add (a) load(s) to the load plan. | Add a new unit load device or air pallet to an existing load plan | As per Threshold | F | 3 | Factory acceptance test - user is able to amend a load plan and to select a ULD or air pallet to add to that load plan. |
| ITTSR068 | Passenger | Manage Passenger Profile | The system shall allow an authorised user to create/amend/delete a passenger profile record. The passenger profile record includes, but is not limited to:  - Passenger name - Rank/Title - Gender - Date of birth - Place of birth - Nationality - Identity document type - Identify document number - Expiry date of identity document  - Identify document issuing country - Military service number/civil service staff number - Special service requests | Passenger information is stored against the passenger profile | As per Threshold | F | 1 | Factory acceptance test – user can create, amend and delete a passenger profile |
| ITTSR069 | Reporting | Operational Reporting | The system shall provide a set of predefined reports to be used in daily operations. Reports: -passenger manifests, -baggage manifests -seat availability  -passenger name records  -special service requests -passenger standby list -flight seating plan -meal/dietary requests by passengers -other reports used for day-to-day operations. | System provides authorised users with access to a set of predefined reports as per the requirement. | As per threshold | F | M | Factory acceptance test – user can access a wide-range of operational reports that cover the scope of the system functionality used by the operation. |
| ITTSR071 | Reporting | Management Information | The system shall provide the capability for an authorised user to create custom reports of data in the system and to export report data in Excel and PDF formats, as a minimum. | User can select data elements to be included in the report and to filter which rows will be included and the sort sequence for the report. | As per threshold | F | K | Factory acceptance test – user can select data entities and data attributes to include in a report and to add in filters to control the size of the returned dataset. |
| ITTSR072 | Reporting | Management Information | The system shall allow the user to create reports showing details of all passengers who failed to report for a flight that they were booked on to within a user-specified date range. | User can specify a date range, and a report is produced showing all ‘no-show’ passengers within that date range | As per threshold | F | 1 | Factory acceptance test – user selects a from- and to-date range and a report is produced showing passengers booked to flights in that date range, but that did not check-in or board the flight. |
| ITTSR073 | Reporting | Management Information | The system shall allow the user to create reports showing the number passengers that boarded flights between a user-specified origin and destination within a user-specified date range | User can specify an origin airport, a destination airport and a date range, and a report is produced show the total number of passengers flying between the origin and destination within the specified date range | As per threshold | F | 1 | Factory acceptance test – user selects an origin airport from a dropdown list, a destination airport from a dropdown list and a from- and to-date range and a report is produced showing the total number of passengers that flew on that route during the date range. |
| ITTSR074 | Reporting | Management Information | The system shall allow the user to create reports showing the number of passengers that have flown on flights, showing the number of duty and concessionary passengers and total baggage weight, within a user-specified date range | User can specify a date range and a report is produced showing the number of passengers by booking type and the total baggage weight loaded to flights within the date range | As per threshold | F | 1 | Factory acceptance test – user selects a from- and to-date range and a report is produced showing the number of passengers by booking type and the total baggage weight by booking type within that date range. |
| ITTSR075 | Reporting | Management Information | The system shall allow the user to create reports showing the number of passengers by the authorisation code captured against the booking within a user-specified date range. | User can specify a date range and a report is produced showing the number of passengers booked to flights, summarised by authorisation code, within that date range. | As per threshold | F | 1 | Factory acceptance test – user selects a from- and to-date range and a report is produced showing the number of passengers booked against each authorisation code used within that date range. |
| ITTSR076 | Reporting | Management Information | The creation and execution of user reports shall not adversely affect the performance of the operational system by reducing system response times below the threshold measures of performance detailed against individual requirements. | Running of reports > 5000 rows returned or complex reports (> 3 tables queried) does not adversely impact normal system operation | Running of reports > 7000 rows returned or complex reports (> 4 tables queried) does not adversely impact normal system operation | F | 1 | Factory acceptance test – reporting user creates and runs a large and complex report. Whilst report is being produced, users perform operational duties (e.g. check-in) on the system to ensure no degradation in performance |
| ITTSR077 | Reporting | Management Information | The system shall allow a user to save custom reports that they create, load them and run them again | User creates a new report and can save the report with a name that they specify.  User can then load and re-run the report. | User creates a new report and can save the report with a name that they can specify.  User can then load and re-run the report.  Other users can load and run the report. | F | 1 | Factory acceptance test – user creates a report and selects an option to save the report. The system prompts the user for a report name and saves the report under that name. The user can then open and run that report by selecting it from the list of saved reports |
| ITTSR078 | Reporting | Management Information | The system shall allow a user to create reports on the number of passengers boarded by aircraft type in a user-specified date range | User can specify an aircraft type and a date range, and a report is produced showing the number of passengers that have flown on that aircraft type within the date range. | As per threshold | F | 1 | Factory acceptance test – user selects an aircraft type from a dropdown list and selects a from- and to-date range and a report is produced showing the total number of passengers that meet the criteria. |
| ITTSR079 | Reporting | Management Information | The system shall allow a user to create reports on the number of bookings, booking amendments and booking cancellations made by a user in a user-specified date range | User can specify a username and a date range, and a report is produced showing the number bookings, the number of booking amendments and the number of booking cancellations made within the date range. | As per threshold | F | 1 | Factory acceptance test – user selects a username from a dropdown list and selects a from- and to-date range and a report is produced showing the number of bookings, the number of booking amendments and the number of booking cancellations made by that user within the date range. |
| ITTSR080 | Reporting | Management Information | The system shall allow a user to create reports on the number of bookings, booking amendments and booking cancellations made by a booking office in a user-specified date range | User can specify a booking office and a date range, and a report is produced showing the number bookings, the number of booking amendments and the number of booking cancellations made within the date range. | As per threshold | F | 1 | Factory acceptance test – user selects a booking office from a dropdown list and selects a from- and to-date range and a report is produced showing the number of bookings, the number of booking amendments and the number of booking cancellations made by that booking office within the date range. |
| ITTSR081 | Reporting | Management Information | The system shall allow a user to create reports on the number of passengers that boarded flights by date within a user-specified date range | User can specify a date range and a report is produced showing the number of passengers that were registered has having boarded flights during that date range | As per threshold | F | 1 | Factory acceptance test – user selects a from- and to-date range and a report is produced showing all passengers scanned or manually recorded as boarding a flight during that date range. |
| ITTSR082 | Reporting | Management Information | The system shall allow the user to create reports on the number of passengers that boarded a specified flight or flights within a user-specified date range | User can specify a flight number and a date range, and a report is produced showing the number of passengers that were registered has having boarded the specified flight number during that date range | As per threshold | F | 1 | Factory acceptance test – user selects a flight number from a dropdown list and selects a from- and to-date range and a report is produced showing the number of passengers that boarded that flight during that date range, by date. |
| ITTSR083 | Human Factors Integration | User Interface | The system shall provide an adaptive user interface that automatically adjusts the layout of information on the screen based on the characteristics of the device being used. | User interface adjusts size and layout when a user changes between a laptop and a tablet. | As per threshold | NF | 1 | Factory acceptance test – user accesses a function in the system from a laptop and then accesses the same function from a tablet and the presentation is scaled to fit the tablet. |
| ITTSR084 | Human Factors Integration | User Interface | The system shall support the current Unicode standard for character encoding | User can enter any characters available on the keyboard and they are correctly displayed on the screen | As per threshold | NF | 1 | Critical design review of supplier’s specification |
| ITTSR085 | Human Factors Integration | User Interface | The system shall support dates formatted in compliance with ISO 8601 | All dates are displayed in the format, regardless of the format used to enter them. | As per threshold | NF | 1 | Factory acceptance test – user enters a date in a date field or selects a date from a calendar and the date is displayed in the required format. |
| ITTSR086 | Human Factors Integration | User Interface | The system shall support the use of a qualifier to indicate whether dates are in local time or in coordinated universal time (UTC) | When a date is displayed in the system the qualifier will also be displayed to indicate local or UTC time | As per threshold | NF | 1 | Critical design review of supplier’s specification |
| ITTSR087 | Human Factors Integration | Operability | The system shall provide the user with predefined lists to allow selection of data from a dropdown list when entering data into the system | Any field where the entry is validated against a list of values provides a dropdown list | As per threshold | NF | 2 | Factory acceptance test – user switches focus to a field with a list of values and is presented with a dropdown list.  User commences to type into the field and the dropdown list is filtered to those values matching the user entered data. |
| ITTSR088 | Human Factors Integration | Peripheral devices | Peripheral devices shall allow the user to operate using either hand | User can operate the scanning function on a handheld device with either hand | As per threshold | NF | 1 | Critical design review of peripheral specifications |
| ITTSR089 | Human Factors Integration | Peripheral devices | Peripheral devices with computer displays shall display information in a human readable format | Information displayed on the peripheral screen can be read by the peripheral user | Information displayed on the peripheral screen can be read by the peripheral user.  The peripheral user can adjust the output format to improve readability. | NF | 1 | Critical design review of peripheral specification |
| ITTSR090+B127 | Training | Provision | The system shall provide a Level 2 eLearning (Interactive) computer-based training capability that removes the need for virtual or physical classroom-based learning | Training is provided by interactive computer-based training course modules. | Training is provided by interactive computer-based training course modules.  Users are provided with certification when a training course is successfully completed. | NF | K | Critical design review of supplier’s training materials. |
| ITTSR091 | Training | User Assistance | The solution shall provide a knowledge base (FAQs) that is accessible whilst using the system | User can access the knowledge base from a link on every system screen without navigating away from the function they are performing. | As per threshold | NF | 2 | Critical design review of supplier solution |
| ITTSR092 | Training | User Assistance | The solution shall provide in-system help and tooltips against each field where data entry is required | User can hover their pointer over a field and a tool tip explaining the use of the field is displayed. | As per threshold | NF | 2 | Critical design review of supplier solution |
| ITTSR093 | Training | User assistance | The system shall allow the user to search any system help material using a full text search. | User can enter search criteria which are applied to all help material and return matching results | As per threshold | NF | 1 | Critical design review of supplier solution |
| ITTSR094 | Access Management | Authentication & Authorisation | System administrators shall be able to manage the users and access control settings | the solution complies with MoD policy and preferences. | As per threshold | NF | 1 | Critical Design Review of design documentation |
| ITTSR095 | Access Management | Authentication & Authorisation | The system shall automatically log users out after a configurable period of inactivity (e.g. 10 minutes) | the solution complies with MoD policy and preferences. | As per threshold | NF | 1 | Critical Design Review of design documentation |
| ITTSR096 | Access Management | Authentication & Authorisation | The system shall require named users enter a password to gain access | the solution complies with MoD policy and preferences. | As per threshold | NF | M | Critical Design Review of design documentation |
| ITTSR097 | Access Management | Authentication & Authorisation | The system shall be accessible to named users via a Login page/Link | the solution complies with MoD policy and preferences. | As per threshold | NF | 1 | Critical Design Review of design documentation |
| ITTSR098 | Access Management | Authentication & Authorisation | The system shall apply role-based access management controls | the solution complies with MoD policy and preferences. | As per threshold | NF | 1 | Critical Design Review of design documentation |
| ITTSR099 | Accessibility | Accessibility | The system shall have an accessible user interface which meets level AA of the Web Content Accessibility Guidelines (WCAG 2.1) and works with assistive technologies | the solution is accessible to all users | As per threshold | NF | 1 | Critical Design Review of design documentation |
| ITTSR100 | Capacity | Total Registered Users | The system shall be able to handle a total of 1200 registered named users without compromising the performance requirement | As per requirement | As per threshold | NF | M | Critical Design Review of design documentation |
| ITTSR101 | Capacity | Data Storage | The system shall be able to store 7 years' worth of data without compromising the performance requirement | As per requirement | As per requirement | NF | M | Critical Design Review of design documentation |
| ITTSR103 | Data Governance | Data Integrity | The system shall encrypt data in transit (SSL: Secure Sockets Layer) /TLS: Transport Layer Security) | data traffic inbound or between system components is encrypted | As per threshold | NF | M | Critical Design Review of design documentation |
| ITTSR104 | Data Governance | Data Retention | The solution to be able to retain, archive and purge data according to the authority's retention periods | the system retains all data for as long as it is relevant to the MoD, now and in future. | As per threshold | NF | M | Critical Design Review of design documentation |
| ITTSR105 | Data Governance | Data Retention | The solution to be able to archive redundant data based upon a configurable retention period setting | the system retains all data for as long as it is relevant to the MoD, now and in future. | As per threshold | NF | M | Critical Design Review of design documentation |
| ITTSR106 | Data Governance | Data Retention | The system to retain all data unless specifically deleted by the user or archived against a configurable retention period | the system retains all data for as long as it is relevant to the MoD, now and in future. | As per threshold | NF | M | Critical Design Review of design documentation |
| ITTSR107 | Reporting | Generate | The system shall prevent users from gaining access to data for which they are not authorised via the reporting facility, in accordance with the role-based access controls. | As per requirement | As per threshold | F | K | Factory Acceptance Test - user is unable to produce a report containing data which their role is not permitted to access in the system. |
| ITTSR108 | Reporting | Generate | The system shall allow the user to schedule the generation of specific reports at specific intervals/times | As per requirement | As per threshold | F | K | Factory Acceptance Test - user is able to schedule a report to run at a specific time and when the system clock reaches the specified time the report runs automatically. |
| ITTSR109 | Reporting | Generate | The system shall be able to automatically email a scheduled report to a specific user/user group | As per requirement | As per threshold | F | K | System integration test - a scheduled report with an email distribution list is executed and the results are emailed to users on the distribution list |
| ITTSR110 | Reporting | Generate | The system shall allow configuration of the intended recipient/s of scheduled report/s | As per requirement | As per threshold | F | K | Factory acceptance test - authorised user is able to amend the distribution list for a scheduled report |
| ITTSR111 | Usability | Internationalisation | The system to conform to United Kingdom data standards for number, address, currency, language | the solution complies with MoD policy | As per threshold | NF | 1 | Critical Design Review of design documentation |
| ITTSR112 | Equipment | Peripheral Equipment | Baggage weighing scales shall comply with The Non-Automatic Weighing Instruments Regulations 2016. | As per requirement | As per threshold | NF | 1 | Critical design review of baggage weighing scale specification. |
| ITTSR113 | Documentation | Documentation | The system shall possess technical documentation that enables MOD logistic readiness and sustainability. | Utilise technical documentation with risks, impacts, and mitigation plans agreed. | Technical documentation fully compliant with extant policy to operate, maintain, repair, dispose and support equipment. | NF | K | Critical Design Review of peripheral specification |
| ITTSR114 | Support & Maintenance | Maintainability | The system will be supported by material that is packaged in accordance with DEFSTAN 81-041 Part 1 | Material has been assessed with risks, impacts mitigation plans agreed on any shortfalls. | Material fully compliant with policy. | NF | 1 | Critical Design Review of peripheral specification |
| ITTSR115 | Manage Flight | Manage Flight | The system shall provide a capability to automatically transmit via email details of a departed flight to all destinations of the flight, once that flight's status has been changed to departed. | Email created and automatically transmitted | As per Threshold | F | 1 | System integration test - system automatically generates an email to a specified email address when a flight status is changed to departed |
| ITTSR116 | Manage Flight | Manage Boarding | The system shall notify the user if the scanned boarding card is for a flight that is not open for "board through" to the departure lounge | Scanning user (passenger or airport agent) receives notification on scanning that check through to departure lounge is not currently available | As per Threshold | F | 1 | System integration test - system displays warning when user scans a barcode on a boarding pass for a flight which is not yet ready for board through |
| ITTSR117 | Manage Flight | Manage Boarding | The system shall cause a notification to be sent to the booking agent user when a booking for a non-departed passenger is made available for re-booking or cancellation | Email or SMS message sent | As per Threshold | F | 1 | System integration test - user makes a booking for a non-departed passenger available for re-booking and a message is sent to the booking agent who made the original booking. |
| ITTSR118 | Manage Flight | Check-in | The system shall ask the user if they want to print a new boarding card for a checked-in passenger transferred to an alternative flight | User queried and boarding card print request sent to printer within 10 seconds | User queried and boarding card print request sent to printer within 2 seconds | F | 1 | System integration test - user transfers a checked-in passenger and is prompted to print boarding card and boarding card is printed showing new flight details |
| ITTSR119 | Manage Flight | Check-in | The system shall notify the check in agent if a single item of baggage exceeds the system-wide parameter for normal weight baggage, currently set at 28kg | Check-in screen notifies check-in agent when excess baggage weight received from scales or when user keys in excess baggage weight | As per Threshold | F | 1 | Factory acceptance test/System integration test - system notifies user when a weight greater than the system wide parameter is entered or is received from the scales |
| ITTSR120 | Data Governance | Data Retention | The system shall allow an authorised user to configure the retention period for which data should be held by the system. | The retention period can be changed. | As per threshold | NF | M | Factory Acceptance Test - user is able to change the retention period for data and data falling outside of that retention period is deleted. |
| ITTSR121 | Logistics | Transition | The system shall accept input into data fields from a legacy tethered scanning device connected to the user access device (laptop/desktop pc) via a USB cable when the scanning device is used to scan a boarding card barcode or a baggage label barcode. | As per requirement | As per threshold | NF | 1 | Critical design review of supplier Transition Plan |
| ITTSR122 | Logistics | Transition | The system shall print boarding cards and baggage labels to legacy locally connected printers attached to the user access device (laptop/desktop pc) via a USB cable. | As per requirement | As per threshold | NF | 1 | Critical design review of supplier Transition Plan |
| ITTSR123 | Logistics | Transition | The system shall accept uploads of historical data from the system being replaced | As per requirement | As per threshold | NF | 1 | Critical design review of supplier Transition Plan |
| ITTSR001 | Interoperability | Interoperability | The system shall provide an Application Programming Interface to support the exchange of data, both into and out of the DAPSS application, in accordance with the Information Exchange Requirements. This will support the creation, amendment and deletion of records in the application. | As per requirement | As per threshold | F | M | System integration test - demonstrate the exchange of data between systems using application programming interfaces |
| ITTSR002 | Scheduling | Manage Schedule | The system shall allow an authorised user to create, amend, terminate and publish a schedule | A schedule can be created, amended, terminated and published | As per threshold | F | K | Factory acceptance test - user creates a schedule, amends that schedule and publishes the schedule. The user then terminates the schedule preventing further bookings to be made against the schedule |
| ITTSR004 | Scheduling | Find schedule | The system shall allow an authorised user to search existing flight schedules and to amend a schedule or to copy a schedule to create a new schedule. Schedules may be searched for with the following parameters, as a minimum: - Departure airport - Arrival airport - Flight designator and number - Departure/arrival date range - Aircraft type - Aircraft configuration | Existing schedules can be retrieved and updated or used to create a new schedule | As per threshold | F | 1 | Factory acceptance test - use searches for a schedule and copies the schedule then amends the copy to create a new schedule. The source schedule remains unchanged. |
| ITTSR007 | Scheduling | Notifications | The system shall provide electronic notification to nominated users that a schedule has been amended or terminated. The notifications will be to: - Airport agents - Booking agents - Passengers booked on to an affected flight (if they have provided a means of receiving such a message) | Users to be notified are able to see in-system notifications of changes to a schedule within 10 minutes of the schedule change being made | Users to be notified are able to see in-system notifications of changes to a schedule within 5 minutes of the schedule change being made | F | M | Factory acceptance test - a scheduling user amends or terminates a schedule and within 10 minutes of this happening a booking agent or airport agent user can see an in-system notification of the change |
| ITTSR008A | Booking | Create Booking | The system shall include a list of IATA-defined Special Service Request codes and will allow additional, non-IATA codes and descriptions to be added by an authorised user | Both IATA and non-IATA Special Service Request codes are available for selection when booking and checking-in passengers. | As per threshold | F | 1 | Factory acceptance test - user creates a non-IATA Special Service Request code and both IATA and non-IATA codes appear in a dropdown list when another user enters a Special Service Request code against a passenger booking |
| ITTSR009 | Booking | Create Booking | The system shall allow the user to create bookings by: - retrieving and copying an existing booking - retrieving date from a passenger profile - importing data from a spreadsheet | New bookings can be created using each of the methods described in the requirement. | As per threshold | F | 1 | Factory acceptance test - user searches for an existing booking and selects to copy the booking - a new booking reference is generated for the copy booking and the user is able to amend details of the new booking. User selects to create a booking from spreadsheet data and is prompted with a dialogue to find and select the spreadsheet. A group booking for each passenger listed in the spreadsheet is created. User creates a booking and selects a passenger profile record and the booking information is populated from the passenger profile. |
| ITTSR010 | Booking | Create Booking | The system shall allow the user to see the number of seats available, by class of seat, for each sector of a flight when making or amending a booking | The user is able to view the seat availability on a flight by class of seat when managing a passenger booking | As per threshold | F | 1 | Factory acceptance test - a user creates a booking and selects to see the number of seats available on the flight being booked. The user is presented with a breakdown of available seats on the selected flight by seat class. |
| ITTSR010A | Booking | Create Booking | The system shall allow the booking agent user to block additional seats when allocating seats to a booking so that those blocked seats are not available for allocation to anyone else. | As per requirement | As per threshold | F | 1 | Factory acceptance test - a user creates a booking and allocates a seat. The user is then able to mark seats adjacent to the allocated seat as unavailable for allocation. |
| ITTSR011 | Booking | Create Booking | The system shall generate an electronic ticket (e-ticket) when a booking is complete and shall email the e-ticket and the itinerary to: - the booking agent - the passenger if valid email details are provided | Electronic version of the ticket is created for the user (booking agent) to send to the Passenger. This could be an itinerary, rather than a formal ticket. | Electronic version of the ticket is created for the user (booking agent) and is sent to the Passenger. This could be an itinerary, rather than a formal ticket. | F | 1 | System integration test - a booking user creates a booking and on confirmation of the booking the system generates an email that is sent to the booking user. The passenger is also emailed if an email address has been provided. |
| ITTSR012 | Booking | Create Booking | The system shall allow an authorised user to create a booking for a flight that is at or has exceeded its scheduled capacity. If the capacity is exceeded the user creating the booking will be warned and the booking will have its status set to 'Hold - Waitlist' | Bookings that exceed the capacity are created with the appropriate status. | As per threshold | F | K | Factory acceptance test - a booking user with authorisation to book beyond flight capacity creates a booking for a passenger on a flight that is already at or has exceeded capacity. The booking is created with a status of 'Hold - Waitlist' |
| ITTSR023 | Booking | Amend Booking | The system shall allow an authorised user to amend a flight booking up until the point that the flight for that booking has departed. Types of amendment include, but are not limited to: - amend the booking type of a booking - add or remove special service request codes from a booking - transfer a booking to a different flight - split a group booking into smaller groups or into individual bookings - remove a passenger from a booking (cancel the booking) | As per requirement | As per Threshold | F | 1 | Factory acceptance test - a user retrieves a booking and attempts to make amendments to the booking by changing the booking type, modifying the special service request codes and by splitting a group booking. The user then retrieves a booking for a departed flight and attempts to make any amendment to it and the attempt is blocked by the system. |
| ITTSR024 | Booking | Notifications | The system shall generate an email to the booking agent user if an airport agent user amends or cancels a booking, The email will contain details of the original booking and, in the event of an amendment, the new details of the booking | Email notification received by booking agent user within 3 minutes | In system notification and email notification | F | 1 | Factory acceptance test - system automatically generates a message, either via email or SMS, and triggers the sending of the message when a booking is amended or cancelled |
| ITTSR026 | Manage Flight | Manage Flight | The system shall allow an authorised user to manage the status of a flight. Valid flight statuses include, but are not limited to: - Open - flight is available for check-in and boarding - Cancelled - Delayed - Closed - flight is no longer open for check-in or boarding - Finalised - flight is ready for departure - Departed | Flight status reflects the actions of the user managing the flight. | As per Threshold | F | 1 | Factory acceptance test - user can retrieve a flight and amend the status of the flight. The amended flight status is displayed in the system. |
| ITTSR027 | Manage Flight | Manage Flight | The system shall allow an authorised user to view the aircraft configuration for: - a specific flight - a specific aircraft type | Aircraft configuration for the selected flight or selected aircraft type is displayed to the user | As per Threshold | F | 1 | Factory acceptance test - user searches for a specific flight and selects to view the configuration details. The configuration details are displayed.  User searches for a specific aircraft configuration and selects to view the configuration details for that aircraft configuration. The configuration details are displayed |
| ITTSR028 | Manage Flight | Manage Flight | The system shall allow an authorised user to record the following details about a flight sector: - crew - fuel load - seat allocations | As per requirement | As per Threshold | F | 1 | Factory acceptance test - a user is able to retrieve details about a flight and record crew, fuel load and seat allocation information against the flight. |
| ITTSR030 | Manage Flight | Check-in | The system shall allow an authorised user to check-in a single passenger or a group of passengers. Checking-in allows the user to: - add, update or delete special service request codes - add free text comments against the passenger or group (up to 300 characters) - print boarding cards - record number of pieces of baggage and weight of each piece - print baggage labels for each piece of baggage | Passenger checked-in timing taking less than 2 minutes when no errors encountered | Passenger checked-in timing taking less than 1 minute 40 seconds when no errors encountered | F | K | Factory acceptance test - an airport agent user checks-in a passenger and adds new special service request codes and records comments against the booking. The user then prints a boarding card, records the number of pieces and weight of each piece of baggage and prints baggage labels for each piece of baggage |
| ITTSR050 | Manage Flight | Manage Boarding | The system shall allow a passenger's journey through the airport to be recorded either manually or by scanning the passenger's boarding card. The passenger's journey through the airport includes, but is not limited to: - Checked-in - Departures (cleared security) - Boarded | Passenger location is displayed according to most recent scan of boarding card or manual update | As per Threshold | F | K | Factory acceptance test - an airport agent user retrieves a passenger booking at a check location and records that the passenger has passed through that location manually. System integration test - an airport agent user uses a handheld scanner to scan a passenger boarding card and the system is updated to show that the passenger has passed through the location associated with the scanner. |
| ITTSR069A | Manage Flight | Reporting | The system shall allow an authorised user to produce reports about the flight. These include, but are not limited to: - Passenger manifest with transit passengers identified - Baggage manifest - detailing each item of baggage and its weight loaded - Passenger special service request codes - List of VIP passengers - List of transit passengers - List of passengers booked and not yet boarded, including current status | Passenger manifest can be produced showing all passengers and highlighting VIP and transit passengers | As per threshold | F | M | Factory acceptance test - user prints a passenger manifest and all boarded passengers are displayed |
| ITTSR070 | Reporting | Operational Reporting | The system shall allow an authorised user to run any predefined daily operation report at any time and allow the user to view the results of the report on screen or print it to a MODNET network-connected printer | Paper copies of reports can be printed | As per threshold | F | 1 | System integration test - user selects to print a report to a network-connected printer and the report is produced. |
| ITTSR102 | Configuration & Maintenance | Role Based Access Controls | The system shall allow an authorised user to define system roles with permissible functions attached to them and which can be assigned to users to control user access | Users are only able to perform functions and view data made accessible to them by their associated roles | As per threshold | F | 1 | Factory acceptance test - an authorised user is able to access a function and data permitted by their role(s). A user who does not have authorisation via their roles is prevented from accessing a function. |

# Schedule 12 – Additional Services – Tasking Order Form (TOF)

**To:    Unisys Limited**

**Part 1: Buyer Requirement**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **TASK Reference**:  **Date Raised:**  **PO Number:** | | **Task Title:**  **Delivery Required:** | | | | | |
| **STATEMENT OF WORK (INCLUDING ACTIVITIES, DELIVERABLES AND ACCEPTANCE CRITERIA):**  **Deliverables DescrIption:**  **DELIVER BY DATE:**  **ACCEPTANCE CRITERIA**   |  |  |  |  | | --- | --- | --- | --- | | **SERIAL** | **OUTPUT DESCRIPTION** | **Outcome** | **ACCEPTANCE CRITERIA** | | 1. |  |  |  | | 2. |  |  |  | | 3 |  |  |  | | 4\* |  |  |  |   *\*Add/remove lines items as appropriate*  **All Terms and Conditions of Contract 701575803 shall apply to this TOF.**  **THE FOLLOWING ADDITIONAL TERMS & CONDITIONS SHALL ALSO APPLY (INC Additional Interlelectual Propoery Rights as applicable):** | | | | | | | |
| **Important Notes for Supplier:**  T&S (**is / is not)** envisaged for this tasking.  All supplier personnel engaged on this task to have SC level of clearance or be working towards obtaining SC clearance.  Details of the personnel responsible for the performance of the proposed outputs needs to be provided to DE&S.  These details will be used to confirm SC status and for the on-boarding process to gain MODNET access and site passes for MOD Abbey Wood. | | | | | | | |
| **Authority Project Manager (PM)** | | | | | | | |
| Name and Position: |  | | Signed: |  | | Date: |  |
| Telephone No: |  | | Email Address: | |  | | |

**Part 2: Supplier Proposal**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **OVERVIEW OF SUPPLIER DELIVERY**  [Supplier to outline their Firm Price proposal to the Part 1 – Requirement above]  **THIS FIRM PRICE PROPOSAL IS VALID UNTIL (DATE):**  **PAYMENT PLAN:** [Supplier to propose a payment plan that allows for progress payments against the deliverables required to deliver this task and to be invoiced in arrears.  At least 25% of the overall fee shall be allocated to the final deliverable. Prices shall be in accordance with the agreed rate card at Annex A to Schedule 12 of the contract.   |  |  |  |  | | --- | --- | --- | --- | | Item | Deliverable | Delivery Date | Amount £ excl. VAT | |  |  |  |  | |  |  |  |  | |  |  |  |  | | **Total** | | | **£** |   The above payment plan is based on the Supplier’s assessment of the following recourses required to deliver the outputs:   |  |  |  |  | | --- | --- | --- | --- | | SFIA Level | Day Rate | Days | TOTAL MAXIMUM PRICE (ex VAT) | |  |  |  |  | |  |  |  |  | |  |  |  |  | |  |  |  |  | | **TOTAL FIRM PRICE (ex VAT)** | | | £ |   **Acceptance Criteria and Payment Plan:**  Payment is dependent on the delivery of the deliverables as per Part 1 - Requirement and achievement of the acceptance criteria for each deliverable.  Payment will be made in arrears.  All deliverables need to be confirmed by the Buyer’s representative for the Tasking Order Form as having met the acceptance criteria.  If not accepted the Buyer shall identify what rectification is needed by the Supplier for the outputs to be accepted.  If rectification is not possible a reduction in price should be agreed between the Parties and payment against the outputs will be deferred until such agreement has been reached.  **Travel & Subsistence (T&S)**   |  |  | | --- | --- | | **Description** | **Maximum £   (incl. VAT)** | | Expenses T&S (maximum) supported by receipts, travel expenses allowable from usual place of residence to MoD, Bristol Abbey Wood or other work site as approved by MoD DE&S. |  | | | | | | | |
| **CONTRACTOR’S AUTHORISING REPRESENTATIVE** | | | | | | |
| Name and Position: |  | Signed: |  | | Date: |  |
| Telephone No: |  | Email Address: | |  | | |

**Part 3. Buyer Authorisation**

Note: The Supplier shall not proceed with the Tasking Order Form until a fully authorised Tasking Order Form has been received

|  |  |
| --- | --- |
| **AGREED FIRM PRICE:** | **£ .................... (Ex VAT)** |
| **AGREED DELIVERY DATE:** |  |

|  |  |  |
| --- | --- | --- |
| **BUYER REPRESENTATIVE AUTHORISATION**  I confirm that the direct labour hours and the material elements of the Firm Price quotation are commensurate with the work involved. | **NAME:** |  |
| **SIGNATURE:** |  |
| **TITLE:** |  |
| **DATE:** |  |

|  |  |  |
| --- | --- | --- |
| **BUYER FINANCE AUTHORISATION**  I confirm that Sufficient Funds exist under the UIN/RAC/LPC and a Requirement Scrutiny has been undertaken. | **NAME:** |  |
| **SIGNATURE:** |  |
| **TITLE:** |  |
| **DATE:** |  |

|  |  |  |
| --- | --- | --- |
| **BUYER COMMERCIAL AUTHORISATION**  Required for all Tasks before commencement of work | **NAME:** |  |
| **SIGNATURE:** |  |
| **TITLE:** |  |
| **DATE:** |  |

**Part 4. Task Completion Confirmation**

**Note:** A copy of the finally authorised form should be provided to the Commercial point of contact for the contract file and to enable Supplier Invoicing and Payment.

|  |  |  |
| --- | --- | --- |
| I, the Contractor Representative, confirm that all the Milestones *or* Deliverables, for Task ***[Task Reference]*** have been delivered to the Authority. | | |
| **CONTRACTOR AUTHORISING REPRESENTATIVE** | **NAME:** |  |
| **SIGNATURE:** |  |
| **TITLE:** |  |
| **DATE:** |  |
| I the Buyer Representative confirm that all Deliverables for Task ***[Task Reference]*** under Contract 701575803 have been delivered and met the acceptance criteria for each deliverable and / or any agreed rectification has been taken.  I understand that by signing this Task Order Form the payment for the final deliverable should be released to the Supplier.  Please provide any comments as to any rectification activity that was required in the delivery of this Task: | | |
| **BUYER REPRESENATIVE AUTHORISATION** | **NAME:** |  |
| **SIGNATURE:** |  |
| **TITLE:** |  |
| **DATE:** |  |

## Annex A to Schedule 12  – Additional Services – Agreed Tasking Rates

1.1 Day Rate in £GBP against each level and activity.

1.2 Additional work may be required throughout the Contract duration. The rate card provided will be used to calculate the price of any additional work not included in Schedule 11 - Statement of Requirement for the contract duration.

|  |  |
| --- | --- |
| **Consultancy Grade** | **Day Rate** |
| Architecture | [Redacted] |
| Business Analyst | [Redacted] |
| Design | [Redacted] |
| Development | [Redacted] |
| Documentation | [Redacted] |
| Management | [Redacted] |
| System Integration | [Redacted] |
| Testing | [Redacted] |
| Trainer | [Redacted] |
| Ad-hoc On Site Support | [Redacted] |
| Ad-hoc On Site Support out-of-hours | [Redacted] |

**[Redacted]**

# Schedule 13 – Service Levels, Service Level Agreements and Service Credits

**Definitions**

|  |  |
| --- | --- |
| Authorised Users | Any person having been given access to the DAPSS Application by the Authority.  This will include, but is not limited to, people within DE&S, Front Line Commands, Design Organisation and industry partners. |
| Service Credits | means service credits being applied to reduce the monthly charge for DAPSS should the Service Level Agreement not be met |
| Service Levels | means the level of service provided by the Supplier |
| Service Level Failure | means if more than one performance measure is not achieved in any one month the Service Credit |

**Service Level Agreement (SLA) and system administration SLA**

The Service Level Agreement (SLA) as per Schedule 13 – Service Levels of this Contract sets out the Service Levels that the Supplier is required to achieve when providing DAPSS in accordance with the Statement of Requirement. The mechanism by which Service Level Failures will be managed and the method by which the Supplier's performance in the provision by it of DAPSS will be monitored. Failure to meet the Service Levels will result in Service Credits to the Authority which shall reduce the monthly charge for DAPSS as per Schedule 2 - Schedule of Requirements. Service credits shall not be applied until the Initial Operating Capability (IOC) Date has been met.

**Service Credits**

Service Credits are a reduction of the monthly fee payable in respect of the Supplier Deliverables and do not include VAT. The Supplier shall off-set the value of any service credits against the monthly charge for DAPSS.

**Technical Support**

1. Introduction

The DAPSS Technical Support Service is aligned with the ITIL role separation model for Incident Management, as detailed in Figure 1, which focuses primarily on handling and escalating incidents as they occur. The Supplier’s goal is to take user incidents from a reported stage to a satisfactory closed stage, where Problem Management is responsible for finding and removing the root cause of repeated incidents and change management implements the changes necessary to achieve it.

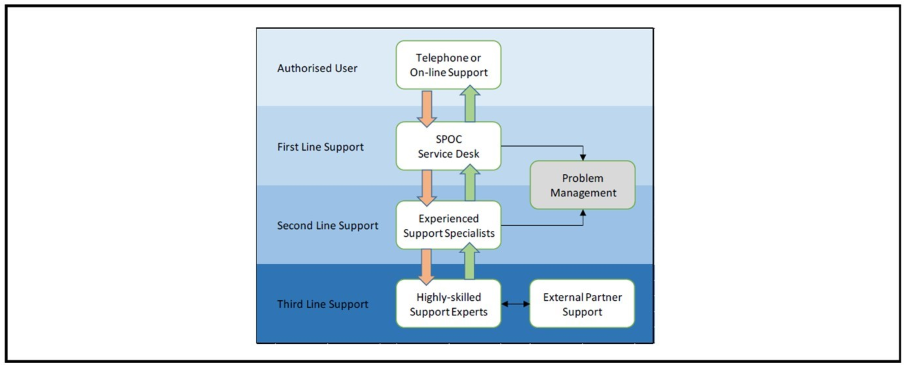


Figure 1: Levels of Technical Support

The Technical Support Service provides:

* A First Line Support Service Desk available via telephone, operating between the hours of 9:00 am to 5:00 pm, Monday to Friday (UTC) (excluding Bank Holidays).
* An Email online support facility, available on a 24/7 basis. Monitored between the hours of 9:00 am to 5:00 pm, Monday to Friday (UTC) (excluding Bank Holidays)
* A Single Point of Contact (SPOC) through which to access all technical support.
* Technical support, available to resolve incidents, problems and requests.
* ITIL-based support framework and processes.

1. Service Desk
   1. Operation

The DAPSS Service provided by the Supplier shall include the provision of a Service Desk capability, operating as the Single Point of Contact (SPOC) for all technical support inputs. The Service Desk will be available to Authorised Users via a dedicated contact telephone number, Monday to Friday (excluding public holidays) between the hours of 9:00 am and 5:00 pm and will be staffed by experienced support personnel with knowledge of the managed service, hosting, and the key roles involved. The Service Desk will provide 1st Line support to all Incidents, but, depending on the complexity of the Incident, will also conduct certain Second Line support activities, such as data integrity issues. They will also escalate Incidents, Problems and Service Request to 2nd and 3rd Line support. In addition, Authorised Users will be able to contact the Service Desk to obtain information on major outages, interruptions to the Service and planned maintenance down-time.

* 1. Performance

Performance metrics applicable to the provision of the Service Desk are detailed within the Service Level Agreement (SLA) at Annex A to Schedule 13 – Service Levels.

1. Online Support Facility

An Online Support Facility (OSF) shall be provided by the Tendere in the form of an Email Address, available on a 24/7 basis. Monitored between the hours of 9:00 am to 5:00 pm, Monday to Friday (UTC) (excluding Bank Holidays)

* 1. Performance

Performance metrics applicable to the provision of the OSF are as per the Service Desk.

1. SPOC

The Supplier SPOC shall act as the controlling function for all technical support requests. The Service Desk is at the centre of the SPOC, satisfying the ITIL best-practice for Incident Management, where the Service Desk manages the lifecycle of all incidents, ensuring an appropriate priority is applied to them, escalating as required to an appropriate line of support and communicating progress to the Authorised User. An ancillary feature of this structure is the collection and collation of incident trend data to support effective Problem Management. The SPOC will act as the communication hub between Authorised Users and technical support elements within the Supplier.

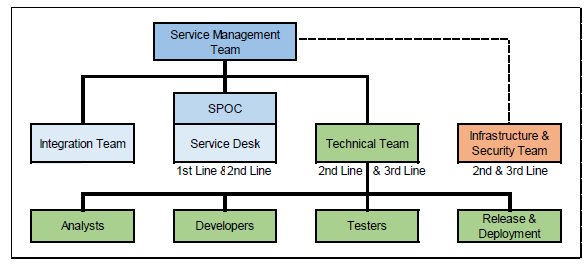
1. Technical Application and Infrastructure Support

The Supplier shall deliver application and infrastructure support by integrated teams, as detailed in Figure 2.

* 1. 1st Line Support

The Service Desk assumes responsibility for all 1st Line technical support for reported Incidents by conducting the following activities:

* Incident logging and acknowledgment, ensuring all relevant information has been provided.
* Incident categorisation and prioritisation.
* Initial diagnosis; validation of an Incident to identify the scope of the requirement, to establish if it is related to user permissions, access control, change requirement or non-conformance and whether escalation to Second Line is required.
* Escalation, if necessary, to 2nd or 3rd Line support.
* Incident resolution: the Service Desk personnel are suitably qualified and experienced to conduct first line diagnostics on DAPSS.
* Incident closure; by applying a routine resolution (as applicable to Service Desk skillset and experience).
* Communication with the Authorised Users throughout the life of the Incident.

Figure 2: Application and Infrastructure Support

* 1. 2nd Line Support

Where an Incident or Request is beyond the capability of the Service Desk, as it involves a more complex resolution that requires an elevated level of skill, training and experience, it will be escalated to 2nd Line technical support. The Technical Team, comprising software analysts, developers, testers and release/deployment engineers, overseen by the Service Operations Technical Lead, will be engaged to confirm initial diagnosis and conduct incident resolution and closure. Further diagnosis at 2nd Line involves deeper analysis to validate the Incident to confirm the scope of the requirement and to establish if it is a change request or non-conformance. Investigative activities may include the replication of incidents or problems on a representative test system, capture steps to reproduce and establish if the Incident is across multiple Systems or related to a specific capability or role, or if related to a configuration, data or software code issue. Based on the outcome of investigation, a minor configuration change will be addressed by Second Line resources, whereas a major resolution will be escalated to Third Line.

* 1. 3rd Line Support

3rd Line support will engage both the Technical Team and internal and external infrastructure support elements, as necessary. It will expand the 2nd Line investigation findings and determine the root causes, using product designs, code or specifications and, if applicable, may require the support of external organisations, such as the Supplier’s sub-contracted hosting partner, if applicable, who will be engaged through the Infrastructure and Security (I&S) Team. The outcome of such an investigation will confirm if a minor or major resolution is required and a subsequent and appropriate resolution will be provided in accordance with the Supplier’s change management process.

1. Technical Support Processes

The Supplier notes that all levels of support apply ITIL best-practice, which are underpinned by a series of processes embedded and detailed in the Supplier’s Quality Management System.

* 1. Incident Management

The Supplier shall apply an Incident Management process providing resolution to unscheduled service interruptions, in order to maintain a high quality of service. Authorised Users report Incidents to the SPOC via telephone or through the Online Support Facility. An appropriate resolution route is taken, depending on the scope and scale of the incident.

* + 1. Incident Categorisation and Prioritisation

The Supplier shall categorise and prioritise Incidents as Table 1, depending on the number of Authorised Users affected and the assessed impact, as detailed in Table 1. This triaging system aims to minimise the time that an incident affects the Users’ ability to utilise all functionality within DES AIMS. The performance metrics associated with Incident resolution are detailed in DAPSS SLA at Annex A to Schedule 13 – Service Levels.

|  |  |  |
| --- | --- | --- |
| Incident Category | Users Affected | Impact |
| Very High | Multiple | Major Service Outage – Complete loss of Service across multiple sites |
| High | Multiple | Service Outage – Complete loss of service at a single site |
| Medium | Multiple | Incident causing loss of full or partial DAPSS funstionality where there are multiple users |
| Low | Single | Incident causing loss of full or partial DAPSS funstionality affecting only one user |
| Very Low | Single | Informational or cosmetic |

Table 1: Incident Categorisation and Prioritisation Matrix

* + 1. Initial incident diagnosis

The Service Desk conducts 1st Line diagnosis by analysing the symptoms provided through the Online Support Facility or by communicating directly by telephone with the originator of the incident. An initial validation of an Incident is carried out to identify the scope of the requirement and establish if it is related to user permissions, access control, a change requirement or non-conformance, escalating to Second Line as required.

* + 1. Incident escalation

The Service Desk will escalate an incident for 2nd or 3rd Line technical support if it requires a more complex resolution, necessitating an elevated level of skill, training and experience. Should a major disruption to service be reported, the Service Desk will contact the I&S Manager to initiate Business Continuity or Disaster Recovery actions.

* + 1. Incident Investigation and full diagnosis

The Service Desk provides 1st Line investigation of routine Incidents. For the more complex incidents, the 2nd or 3rd Line support elements are utilised, as described in paragraph 5.

* + 1. Incident resolution

The Service Desk will provide a resolution if it is within their capability; otherwise, the escalation to 2nd or 3rd Line support for investigation and full diagnosis will mobilise the more experienced and knowledgeable members of the Technical Team to develop a suitable resolution. When fully developed, a test and validation process is applied. A successful test and validation programme is followed by preparation of deployment packages, which are released to pre-production environments for final verification, prior to release to the production environment.

* + 1. Incident closure

Successful resolution to the satisfaction of the originator will result in formal closure of an incident. Performance metrics will be captured to inform the Service Level Agreement reporting process. Trends or repeated incidents will be fed into the Problem Management process for root-cause analysis and long-term resolution.

* + 1. Communication

The SPOC will maintain communication with the Authorised Users throughout the life of the Incident, by either telephone or by email.

* 1. Problem Management

Through the analysis of previous incidents and the associated technical resolution activities the Service Desk will identify and report any trends in incident causes to the Technical Team. These causes will be addressed under the Problem Management process. The individual elements of the Technical Team (e.g. analysts, developers and testers) and, if necessary, infrastructure specialists will be engaged, depending on the types of problem encountered, to analyse and diagnose a root cause and to identify and implement permanent solutions in the following ways:

* Categorisation & prioritisation – impact and trend analysis conducted to define if a major or minor problem exists
* Minor problems are pre-approved, whereby they will be integrated into the programme plan without in-depth assessment.
* Major problems, requiring wider assessment and impact analysis, follow the full change management process.
* Investigation & diagnosis – identification of a root cause.
* Problem resolution – implementation of an appropriate solution in accordance with the Supplier’s change management process.
* Problem review & closure – A review of the effect of a resolution to allow closure.
  1. Change management

Requirements for changes to DAPSS will be managed through a change management process, aligned with ITIL best-practice.

* + 1. Capture & Assess

Captured through the Online Support Facility as a request for change, changes are initially assessed and then presented to the Supplier’s Change Assessment Board (CAB).

* + 1. Plan & Approve (Change Planning)

Supplier’s CAB-approved changes are integrated into the Service Transition Operational Road Map (STORM) using the Supplier’s dedicated planning tool, where appropriate resources are allocated.

* + 1. Prepare, Realise & Integrate (Change Implementation)

Implementation involves analysis of the change, producing low-level requirements for development. When fully developed, a test and validation process is applied, after which full regression testing is conducted. Deployment packages are released to pre-production environments for final verification, prior to release to the production environment.

* + 1. Change Implementation (Prepare, Realise & Integrate)

The implementation phase commences with an analysis of the change, which produces low-level requirements for development. When fully developed, a test and validation process is applied by the Supplier, after which full regression testing of the service is conducted. A successful test and validation programme is followed by preparation of deployment packages, which are released to pre-production environments for final verification, prior to release to the production environment. All changes are recorded and tracked in a configuration management database.

* + 1. Service Requests

DAPSS provides a 24/7 Online Support Email for Authorised Users to raise Service Requests which comprise a Request Fulfilment task. Request Fulfilment is the process to handle requests for information and advice.

**Annex A to Schedule 13 – Service Levels – Service Level Agreement**

1. Introduction

This document details the Service Level Agreement (SLA) for the Supplier provided DAPSS; it explains the key services provided and the quality principles (contained in JSP604, DEF STAN 05-138, ISO27001/2) delivered to provide Authorised Users with the contractually agreed service levels. the Supplier’s performance will be measured and reported by the Supplier on a monthly basis and used to justify service payments and any remedial action required.

This SLA sets out the following:

* The services provided to DAPSS Authorised Users
* The overall standards to be achieved covering:
  + System availability
  + Performance levels
  + Incident resolution times
  + Service Level reporting metrics
  + Service Credits
* How the SLA will be managed, measured and reported
* The mechanism for addressing any problems related to the provision of DAPSS.

1. Service Level Agreement

DAPSS shall have a System Availability of 99.8%. The system provided by the Supplier shall meet the needs of the Authorised Users and be fully scalable to meet required changes in Authorised User numbers. The Service Desk is easily scalable to provide or withdraw additional Service Desk and Training capacity, as required, depending on the resource requirement.

* 1. System Availability

DAPSS provided by the Supplier shall be available to the Authorised Users on a 24 hour basis for 365 days-a-year to the agreed availability level above. System Availability in this context is defined as an Authorised User being able to access DAPSS at the performance levels that meet the ability use the system in accordance with the System and User requirements.

* + 1. DAPSS User Access Service Availability

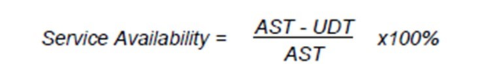
The minimum performance required in accordance with Annex A to this SLA will be maintained. The Agreed Service Time (AST) will be calculated on a monthly basis according to the following formula:

Agreed Service Time = (24 hours x Calendar Days in the Month) – (Hours PDT) – (Hours DTOS)

Planned Downtime (PDT) is defined as those periods of planned maintenance where the Authority has been given at least 3 calendar days’ notice. Any system will require pre-planned maintenance, and this will be kept to a maximum of 17.53 hours per year.

Downtime Other Systems (DTOS) is defined as downtime whether planned or unplanned for those systems outside the control of the Supplier i.e. MoDNET. the Supplier monitors notifications from the Global Operations and Security Control Centre (GOSCC) Planned Outage Cell and will notify Authorised Users when any outage will affect DAPSS.

Service Availability is calculated based on the Agreed Service Time (AST), and the unplanned downtime (UDT), according to the formula.



Unplanned Downtime (UDT) is defined as any period of time where an Authorised User is unable to access the service outside those identified in PDT and DTOS.

Availability will be actively monitored by the Supplier

* 1. Incident Resolution Times

Incidents will be reported to the Supplier using either the Telephone or the On-line Support Email and will be processed in line with the process detailed above. The severity of the incidents are described in Table 1 below and the aim is to use this triaging system to minimise the time that an incident is affects the Authorised Users’ ability to utilise all functionality within DAPSS.

|  |  |  |  |
| --- | --- | --- | --- |
| Incident Category | Users Affected | Impact | Service Respotoration Time |
| Very High | Multiple | Major Service Outage – Complete loss of Service across multiple sites | 2 hours |
| High | Multiple | Service Outage – Complete loss of service at a single site | 6 hours |
| Medium | Multiple | Incident causing loss of full or partial DAPSS funstionality where there are multiple users | 24 hours |
| Low | Single | Incident causing loss of full or partial DAPSS funstionality affecting only one user | 48 hours |
| Very Low | Single | Informational or cosmetic | 5 business days |

Table 1: Incident Category/Severity

Incidents reported through the online support email will be accepted by the Service Desk and receipt will be acknowledged within one business hour. For all incidents a management owner will be assigned in line with the agreed procedure.

As the incident progresses the incident record will be updated to show progress and also an expected time for resolution and will be reported back to the user via whichever method was used to instigate the incident. This is important to ensure the Authorised User can plan their work and also provide any additional information to the Service Desk. Where the incident affects multiple users, the Contractor will post alerts to the user community.

* 1. Problem Management

An integral part of incident resolution is to identify any trends and analyse the root causes thus highlighting any underlying problems that need to be investigated and resolved. Once resolved the problem should not re-emerge and a performance measure to monitor this is included.

* 1. Security

The Supplier should utilise the Defence Out-of-Band Update Service (DOBUS) where possible to ensure security updates, including anti-virus definitions, are applied across the infrastructure. These patches will be installed as they become available from the appropriate sources. Where the DAPSS Service uses Open-Source components, the Supplier will actively monitor Common Vulnerabilities and Exposures (CVE) databases for new security vulnerabilities and take required action to mitigate the risk to the Authority’s data. When security patches are received, they shall be applied to the DAPSS infrastructure.

In the event of a Security incident, which could affect the operational effectiveness of DAPSS or result in data loss or leakage, the Supplier will report the incident to the Authority via email to the nominated DE&S PoCs or mailbox(es) within twenty minutes of the incident being detected. The Supplier will also report the incident through MOD Security Incident Reporting System (MSIRS), which is a requirement of ALI Code of Connections (CoCo), while also liaising with MOD Computer Emergency Response Team (MODCERT), Joint Security Co-ordination Centre (JSyCC), Industry Warning and Reporting Point and DAIS, in line with conditions laid down in JSP440. Any security incident which may affect either the Supplier systems or DAPSS will be recorded and managed through the Supplier authorised Incident and Breach Reporting Policy.

* 1. Reporting Metrics

See Table 4 below which lists performance measures.

* 1. Service Credits

DAPSS performance will be measured every month using the 17 measures in Table 3. If more than one performance measure is not achieved in any one month the Service Credit as per the table 2 below will be applied to the following month’s Service Charge.

|  |  |
| --- | --- |
| **Number of Service Level Failures** | **Service Credits applied** |
| 1 to 3 | 3% |
| 3 or more | 5% |

Table 2 – Service Failures and Service Credits

Where the same performance measure fails to be met for three months in a row an additional Service Credit of 2% of the Monthly Service per Service Level Failure (up to a maximum of 5%) will be applied even if that is the only measure that is not achieved. In instances of Service Failures for multiple months a plan to rectify the situation should be presented with the Monthly Performance Report to be reviewed at the Quarlerly Contract Meeting.

The Supplier is responsible for measuring the performance against the SLA and presenting these to the Authority to be considered monthly and reviewed at the Quarlerly Contract Meeting.

Occasionally, the cause of service level failures will be outside the control of the Supplier; consequently, the following conditions apply:

* Specific acts or omissions by the Authority or its Authorised Users that cause a service level failure are excluded from the service level performance calculations
* Where the failure relates to aspects outside the control of the Supplier such as the availability of not the Supplier infrastructure (i.e. MODNET) then these will be excluded from the service level performance calculations
* When the sample size that is used for calculating for the service performance is small, any deviation can have a significant impact on performance. For example, two events with one pass and one a fail will lead to performance of 50%. Therefore, where the number of events is fewer than 20, the performance for service credit purposes will be assumed to be 100%. The performance in this instance will be reviewed over a longer three month period of time to ensure the Supplier is not penalised for a small sample size and to judge the longer term performance trend.

|  |  |  |  |
| --- | --- | --- | --- |
| **Category** | **KPI ID** | **Performance Measure** | **Minimum Performance Threshold** |
| System Availability  (See SoR – WP4.1) | 0 | % Planned downtime of 17.53 hours per annum used | For monitoring purposes only |
| 1 | % System available time (not including planned downtime of 17.53 hours per annum) | 100.00% |
| 2 | % Outages (planned or unplanned) where time taken to restore availability is less than 24 hours | 100.00% |
| 3 | Following unplanned period of unavailability: % times data restored to a point which is not more than 24 hours out of date | 100.00% |
| Service Operation Support  (See SoR – WP2.1) | 4 | % Very High Priority Tickets resolved within 2 hours | 90.00% |
| 5 | % High Priority Tickets resolved within 6 hours | 90.00% |
| 6 | % Medium Priority Tickets resolved within 24 hours | 90.00% |
| 7 | % Low Priority Tickets resolved within 48 hours | 90.00% |
| 8 | % Tickets resolved successfully | 90.00% |
| Service Operation 4th Line Support  (See SoR – WP2.1) | 9 | % 4th line escalations with a corresponding ticket | 100.00% |
| Service Transition Support  (See SoR – WP2.1) | 10 | % Planned Request for Change (RFC) backed with a change record | 95.00% |
| 11 | % Successful RFC's | 90.00% |
| Patching, Backups and Antivirus  (See SoR – WP2.2) | 12 | % of all defined workloads in scope to be patched to N-1 | 90.00% |
| 13 | % of all defined workloads in scope to have a backup scope applied to them | 90.00% |
| 14 | % of all requested restores to be completed within 5 days | 90.00% |
| Ad hoc  (See SoR – WP6.1) | 15 | % ad hoc requests acknowledged within 2 days | 90.00% |
| 16 | % ad hoc requests where time taken to provide a proposal within 15 days | 90.00% |
| 17 | % of accepted proposals with implementation commencement within 4 weeks | 85.00% |

Table 3 - Service Level Agreement

# Schedule 14 – Not used

# Schedule 15 – Not used

# Schedule 16 – Not used

# Schedule 17 – Not used

# Schedule 18 – Exit Plan

**1. Introduction**

1.1 The Exit Strategy facilitates the smooth transition of DAPSS to a new service provider or the Authority with minimum disruption as well as preventing or mitigating any inconvenience to the Authority. The Exit Plan shall set out the steps to be followed on the termination (including Partial Termination) or expiry of this Contract. The Exit Plan shall support an orderly, controlled transition of responsibility for the provision of the Contractor Deliverables from the Contractor to a new service provider or the Authority. The Exit Plan that shall apply is provided at Annex A to this Schedule.

**2. Exit Objectives**

2.1 The following exit objectives hereunder shall be addressed in the Exit Plan:

1. Transition – the Exit Plan shall detail how the Contractor will cease to supply the Contractor Deliverables, or part thereof, and enable a new service provider or the Authority to perform equivalent (or similar) services. This shall include clear steps and working practices that avoid barriers or restrictions that together enable a smooth transition of DAPSS. The Exit Plan shall also address how any negative impact, including disruption or deterioration of DAPSS service shall be managed;
2. Assistance – the Exit Plan shall detail the assistance and information that the Contractor shall provide to a new service provider or the Authority to achieve an efficient and effective transfer of DAPSS. This shall include how the Contractor shall work with a new service provider and / or the Authority to plan, manage and execute the DAPSS transition;
3. Data migration – the Exit Plan shall set out how the Contractor will provide all stored Data and attachments in an open-source data format, preferably a SQL Server database format. It should also provide an explanation of how the relevant connections between tables/data entities logical data structure) will be maintained to enable the data to be migrated;
4. Data transfer – the Exit Plan shall set out how the Contractor will ensure that Data is not compromised during the exit process.

**3. Review of Exit Plan**

3.1 The Contractor shall (at no cost to the Authority), on a six (6) monthly basis starting at the commencement of this Contract and at any other time the Authority or the Contractor deems necessary throughout the Term:

1. review and revise the Exit Plan to consider changing technologies or required amendments by the Authority and any changes to the scope or nature of the DAPSS services;
2. inform the Authority of the outcome of any review of the Exit Plan and identify any necessary updates; and
3. agree with the Authority the scope and detail of any necessary revisions to the Exit Plan and shall promptly and in any event within ten (10) Working Days submit such revised Exit Plan to the Authority for approval.

3.2 Without limitation to the generality of the foregoing, the Contractor shall promptly make such amendments to the Exit Plan as the Authority may reasonably require from time to time.

**4. Disclosure of Exit Plan**

4.1 The Contractor agrees that, notwithstanding any of the Authority’s obligations of confidentiality under this Contract, the Authority may at any time disclose the Exit Plan and/or any documentation to a new service provider who are tendering or involved in the tendering process to take over provision of the Contractor Deliverables or substantially similar services on termination, Partial Termination, or expiry of this Contract.

# Annex A to Schedule 18 – Exit Plan

1. **Introduction**

The Exit Plan sets out the steps to be followed to enable an orderly and controlled transition of responsibility for DAPSS to a new service provider or the Authority on the termination or expiry of the Contract. As described below the factor that will mitigate and ensure an orderly transition for both parties is to maximise the notice period available.

1. **Exit Plan Aim & Scope**

The aim of this Exit Plan is to allow for any of the exit scenarios described to be completed with minimal disruption and inconvenience to the Authority and DAPSS. It achieves this by addressing each of the exit objectives in detail for Transition, Assistance, Data Migration and Data Transfer, as identified in the Authority’s Exit Strategy. This Exit Plan considers the following exit scenarios:

1. **Full Termination.** Full termination or expiry of the Contract and transition of all Data to the Authority or (subject to paragraph 6) a new service provider.
2. **Test Data Load**. Testing and verification of the viability of the Exit Plan throughout the Term of the Contract. This tasking is primarily focussed on a scenario where the Authority wishes to test the Exit Plan and its drills without the actual intent to terminate (in whole or part). We recommend that these test data loads coincide with the review and therefore are coincident with the review and happen every six months as a maximum.
3. **Transition**

The Notice period for terminating the Contract shall be twenty (20) days. Notwithstanding the termination periods given in the Contract and the notice periods stated in the Authority’s future vision for data migration, the Contractor acknowledges that the best possible notice periods are needed from the Authority to support transition. This is to mitigate the inherent risks associated with this activity, and to enable the Authority’s requirement in its Exit Strategy for a smooth transition with minimum disruption as well as preventing or mitigating any inconvenience to the Authority. The Authority may extend the Notice period for terminating the Contract. Any decision to extend the Notice period is a matter solely for the Authority and the Authority’s decision in this matter will be final.

* 1. **Full Termination**

The Authority shall use reasonable endeavours to provide the Contractor with 90 days’ written notice for full termination of the contract to facilitate the most orderly and controlled transition of DAPSS to the Authority or a new service provider. Upon giving notice, the Authority will need to define the TD and the SAD for DAPSS. In this situation, the following two options will be available:

1. Suspension of Terminated Service. The SAD is 10 or more working days prior to the TD in order to ensure the data is stable and the data subsequently transferred has not been modified.
2. Continuation of Terminated Service. A continuation of DAPSS until TD (i.e. SAD=TD), noting that the data when subsequently transferred could be up to 10 working days out of date.
   * 1. **Data Sets Provided**
        1. **Sample Data Set**

The Exit Plan will be executed firstly by way of production of a Sample Data Set (as defined in above). This Sample Data Set will be delivered to the Authority within 10 working days after the notice is given by the Authority for Full Termination of the Contract.

* + - 1. **Trial Full Data Set:**

At a time to be agreed by the parties, but not less than 10 working days after the SDS is provided, the Contractor will provide a Full Data Set as a trial to the Authority to allow the Authority or, under the Authority’s supervision, the new service provider, to conduct volumetric testing and assurance activity.

* + - 1. **Final Full Data Set**

The Final Full Data Set will be provided to the Authority within 10 working days after the SAD or the TD, whichever is the earlier.

It should be noted that as described only two full priming loads (Trial Full Data Set and Final Full Data Set) will be produced by the Contractor to support Full Termination. Not only are these priming loads potentially time consuming to produce, but they may reduce the quality and availability of the extant service as services may need to be taken offline to produce the load (by agreement with the Authority). Any additional priming loads needed by the Authority to support Full Termination will need to be contracted for in accordance with condition 48.1 – Additional Services – Tasking.

* 1. **Test Data Load**

The Contractor requires 10 working days’ notice from the Authority to provide a whole or sample catalogue of the data to the Authority. DAPSS will not be suspended during the production of such catalogues. This will be a test run and as such the Authority agrees that no more than one test will be run per six months during the term of the Contract.

* + 1. **Test Data Set**

Within ten working days after notice is given by the Authority, the Contractor will provide a single, full or part snapshot of the data to the Authority. As the data will be continually changing, the data could be up to 10 working days old by the time it is delivered to the Authority.

1. **Assistance**

The level of assistance from the Contractor to allow a successful transition will depend upon the nature of the target system and knowledgeability of the new service provider. the Contractor will provide the following key artefacts to ensure disruption is minimised and mitigate inconvenience to the Authority. They include:

* A populated copy of the DAPSS Exit DB described below.
* Comprehensive test results verifying the DAPSS Exit DB data extract.
* Technical documentation describing the DAPSS Exit DB for use in the transfer of data assets.

Subject matter expertise shall be provided by the Contractor knowledgeable in the following key aspects of the data migration but not limited to:

* Data Architect expertise
* Information security expertise
* Data migration expertise
  1. **Standard Assistance**

Standard Assistance covers Subject Matter Expert support by the Contractor to the Authority and/or new service provider supporting technical questions regarding the technical documentation and Data provided as part of the Exit Plan. Standard Assistance includes:

* Documented answers to technical questions as a result of the deliverables listed above. Effort not to exceed two working days within the notice period. The Contactor recommends that these formal questions are supplied in a standard format and responses tracked against target response dates.
* The Contractor shall attend up to two collaboration meetings hosted and chaired by the Authority at Abbey Wood within the notice period.

Where more Standard Assistance is required by the Authority, then additional support can be agreed with the Authority and contracted in accordance with Schedule 13 – Additional Tasking Service.

1. **Data Migration**

Data migration will follow the following outline process:

* The Data will only include those processes/entities contracted for under DAPSS and as described within the Contract.
* The Contractor will run a series of SQL queries on the DAPSS system.
* During Data harvesting the live application may need to be taken offline with the permission of the Authority, in order not to compromise ongoing operational performance of DAPSS.
* These extraction queries will be the sole responsibility of the Contractor to execute.
* The Data extraction will be subject to the Contractor’s in house verification and peer review.
* A single new database structure (DAPSS Export DB) whose sole purpose is the transfer of the data to the Authority will be configured and delivered as part of the Exit Plan.
* The DAPSS Export DB will be provided to the Authority and IPR will not apply to this database schema included in this deliverable.
  1. **Details of the DAPSS Export DB**

The DAPSS Export DB is designed to be as simple and straightforward as possible so as to reduce the time and knowledge transfer required for a new supplier with a basic grasp of database design to understand. By transferring the data to this structure no inherent knowledge of DAPSS would need to be transferred, the new supplier would need to be familiar with the requirements encapsulated in DAPSS. Furthermore, the DAPSS Export DB will not have to change its structure during the term of the Contract even if the processes and workflows change in order to maintain compliance.

The DAPSS Export DB will be accompanied by a technical document providing details of the database structure, content, format and design details. This document will be provided on Contract Award and before the Go Live and reviewed and updated as part of the standard six-monthly periodic review.

Once the Data is successfully harvested by the Contractor it will be delivered along with a conformance verification outlining the tests and counts.

1. **Data Transfer**

The Contractor will only supply the data set in accordance with its obligation to the Authority under the Contract. Transfer of such large volumes of data can present a tangible security risk and it will only be possible to manually transfer the Data on secure removable media. Therefore, to ensure the data is not compromised during the exit process, it is entirely appropriate that the Contractor should only provide the data directly to the Authority. The Authority will then be responsible for making appropriate arrangements for any onward transfer of the data to the new service provider.

All data transfer will follow the assured Authority procedures for receiving and moving data of this type and volume. This can include secure courier methods and alerting in the event of non-receipt.

The data load will be delivered using removable media in a single SQL Server Back-Up file. Access to the removable media will be supplied separately to avoid inadvertent compromise during transfer.

1. **Review of Exit Plan**

The Contractor will review the Exit Plan with the Authority once every six months starting at the commencement of the Contract. Reviews will also take place at any other time that either the Authority or the Contractor deem necessary throughout the Term. The review and any necessary revisions will consider changing technologies or required amendments by the Authority and any changes to the scope or nature of DAPSS. The review will also include any updates to the supporting technical documentation describing the detailed information held within the DAPSS Exit DB.

On completion of the review, the Contractor will inform the Authority of the outcome and agree with the Authority the revisions needed to the Exit Plan. Once the revisions are agreed by the parties, the Contractor shall within 10 working days provide a draft revised Exit Plan to the Authority for their approval (such approval not to be unreasonably withheld or delayed). The approved Exit Plan will then supersede all previous Exit Plans once signed and returned by the Authority to the Contractor.

1. **Disclosure of Exit Plan**

The Contractor recognises that the Authority may at any time disclose this Exit Plan and associated documentation to a new service provider who is tendering or involved in the tendering process to take over provision of DAPSS or substantially similar services on Full Termination, Partial Termination or expiry of the Contract.

# Schedule 19 – Not used

# Schedule 20 – Not Used

# Schedule 21 – Social Value KPI’s

[Redacted]

# Schedule 22 – Exit and Entry

**TRANSFER REGULATIONS**

**PART 1 - EMPLOYEE TRANSFER ARRANGEMENTS ON ENTRY**

* + - 1. **DEFINITIONS**
    1. In this Schedule 22 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 22 Part 1 unless the context otherwise requires:

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

1. the General Data Protection Regulation ((EU) 2016/679) as retained in UK law by the EU (Withdrawal) Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (the "UK General Data Protection Regulation" or “UK GDPR”);
2. the Data Protection Act 2018;
3. the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and
4. all applicable legislation and regulatory requirements in force from time to time which apply to a party relating to the processing of personal data and privacy and the guidance and codes of practice issued by the Information Commissioner’s Office which apply to a party;

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

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

**"Previous Contractor"** means UNISYS LTD;

**"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 this contract;

**“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.

* + - 1. **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 22 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:

* any proposed, agreed or imposed changes to terms and conditions of service;
* disputes relating to compliance with the Transfer Regulations which are regarded as unresolved by a recognised Trade Union;
* any court action or tribunal proceedings relating to compliance with the Transfer Regulations;
* completed court action or tribunal proceedings relating to compliance with the Transfer Regulations; and
* out of court settlements relating to compliance with the Transfer Regulations if possible having regard to the wording of the settlement.

**Appendix 1**

* + - 1. **PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS AGREEMENT**

**PART A**

Pursuant to paragraph 2.1.1 of this Schedule 22 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

* 1. Age;
  2. Security Vetting Clearance;
  3. Job title;
  4. Work location;
  5. Conditioned hours of work;
  6. Employment Status;
  7. Details of training and operating licensing required for Statutory and Health and Safety reasons;
  8. Details of training or sponsorship commitments;
  9. Standard Annual leave entitlement and current leave year entitlement and record;
  10. Annual leave reckonable service date;
  11. Details of disciplinary or grievance proceedings taken by or against transferring employees in the last two years;
  12. 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;
  13. Issue of Uniform/Protective Clothing;
  14. Working Time Directive opt-out forms; and
  15. Date from which the latest period of continuous employment began.

**1.2 Performance Appraisal**

1. The current year's Performance Appraisal;
2. Current year’s training plan (if it exists); and
3. Performance Pay Recommendations (PPR) forms completed in the current reporting year, or where relevant, any bonus entitlements;

**1.3 Superannuation and Pay**

1. Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken within the last two years;
2. Annual salary and rates of pay band/grade;
3. Shifts, unsociable hours or other premium rates of pay;
4. Overtime history for the preceding twelve-month period;
5. Allowances and bonuses for the preceding twelve-month period;
6. Details of outstanding loan, advances on salary or debts;
7. Cumulative pay for tax and pension purposes;
8. Cumulative tax paid;
9. National Insurance Number;
10. National Insurance contribution rate;
11. Other payments or deductions being made for statutory reasons;
12. Any other voluntary deductions from pay;
13. Pension Scheme Membership;
14. For pension purposes, the notional reckonable service date;
15. Pensionable pay history for three years to date of transfer;
16. Percentage of any pay currently contributed under additional voluntary contribution arrangements; and
17. Percentage of pay currently contributed under any added years arrangements.

**1.4 Medical**

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

**1.5 Disciplinary**

1. Details of any active restoring efficiency case for reasons of performance; and
2. Details of any active disciplinary cases where corrective action is on going.

**1.6 Further information**

* 1. Information about specific adjustments that have been made for an individual under the Equality Act 2010;
  2. Short term variations to attendance hours to accommodate a domestic situation;
  3. 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
  4. 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:

* 1. Employee's full name;
  2. Date of Birth
  3. Home address;
  4. Bank/building society account details for payroll purposes Tax Code.

**PART 2 – STAFF TRANSFER ARRANGEMENTS ON EXIT**

**Definitions**

1.1 In this Schedule 22 Part 2, save where otherwise provided, words and terms defined in Schedule 1 (Definitions) or Schedule 22 Part 1 of the Contract shall have the meaning ascribed to them in Schedule 1 (Definitions) or Schedule 22 Part 1 of the Contract.

1.2 Without prejudice to Schedule 1 (Definitions) of the Contract or Schedule 22, Part 1, in this Schedule 22 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 .

**EMPLOYMENT**

**2.1 Information on Re-tender, Partial Termination, Termination or Expiry**

2.1.1 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 applicaton 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 22 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 2.1.1(a) or 2.1.1(b) up to the Subsequent Transfer Date as soon as reasonably practicable.

2.1.2 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 22 (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.

2.1.3 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 22 (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.

2.1.4 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 22 in respect of Subsequent Transferring Employees.

2.1.5 Paragraphs 2.1.1 and 2.1.2 of this Schedule are subject to the Contractor's obligations in respect of the Data Protection Legislation and the Contractor shall use its best endeavours to obtain the consent of its employees (and shall procure that its Sub-Contractors use their best endeavours to obtain the consent of their employees) to the extent necessary under the Data Protection Legislation or provide the data in an anonymous form in order to enable disclosure of the information required under paragraphs 2.1.1 and 2.1.2. Notwithstanding this paragraph 2.1.5, the Contractor acknowledges (and shall procure that its Sub-Contractors acknowledge) that they are required to provide sufficient information to the Authority to enable the Authority to determine the nature of the activities being undertaken by employees engaged in providing the Services, to assess whether there is an organised grouping for the purposes of the Transfer Regulations and to assess who is assigned to such organised grouping. To the extent that anonymous data has been provided by the Contractor pursuant to its obligations under Paragraph 2.1.1 or 2.1.2 above, the Contractor shall provide full data to the Authority no later than 28 days prior to the Subsequent Transfer Date.

2.1.6 On notification to the Contractor by the Authority of a New Provider or within the period of six months prior to the Termination Date or after service of a notice to terminate this Contract (whether in whole or in part), whichever is earlier and in any event on receipt of a written request by the Authority, the Contractor shall not and shall procure that an Employing Sub-Contractor shall not:

a) materially amend or promise to amend the rates of remuneration or other terms and conditions of employment of any person wholly or mainly employed or engaged in providing the Services under this Contract; or

b) replace or re-deploy from the Services any person wholly or mainly employed or engaged in providing the Services, or materially increase or decrease the number of persons performing the Services under this Contract or the working time spent on the Services (or any part thereof); or

c) reorganise any working methods or assign to any person wholly or mainly employed or engaged in providing the Services (or any part thereof) any duties unconnected with the Services (or any part thereof) under this Contract; or

d) terminate or give notice to terminate the employment of any person wholly or mainly employed or engaged in providing the Services (or any part thereof) under this Contract other than in the case of serious misconduct or for poor performance,

save in the ordinary course of business and with the prior written consent of the Authority (not to be unreasonably withheld or delayed) and the Contractor shall indemnify and keep indemnified the Authority in respect of any reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any breach of paragraphs 2.1.1, 2.1.2, 2.1.3, 2.1.4 or 2.1.6 of this Schedule 22 Part 2.

2.1.7 The Authority may at any time prior to the period set out in paragraph 2.1.5 of this Schedule 22 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.

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

2.2.1 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.

**2.3 Unexpected Subsequent Transferring Employees**

2.3.1 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:

* 1. to a failure by the Authority or a New Provider to act reasonably to mitigate the costs of dismissing such person);
  2. directly or indirectly to the procedure followed by the Authority or a New Provider in dismissing the Unexpected Transferee; or
  3. 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;

2.3.2 the Authority shall be deemed to have waived its right to an indemnity under paragraph 2.3.1(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 2.3.

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

2.4.1 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.

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

a) any claim or claims by a Subsequent Transferring Employee at any time on or after the Subsequent Transfer Date which arise as a result of an act or omission of the Authority or a New Provider or a sub-contractor of a New Provider during the period from and including the Subsequent Transfer Date;

b) subject to paragraph 2.4.1 any claim by any employee or trade union representative or employee representative arising whether before or after the Subsequent Transfer Date out of any failure by the Authority or a New Provider or a sub-contractor of a New Provider to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Subsequent Transferring Employee or any other employee engaged wholly or mainly in connection with the Services by the New Provider or any other employee of the Authority or any New Provider affected by the Subsequent Relevant Transfer effected by this Contract (as defined by Regulation 13 of the Transfer Regulations),

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

2.4.3 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 2.4.3, 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.

**2.5 Contracts (Rights of Third Parties) Act 1999**

2.5.1 A New Provider may enforce the terms of paragraph 2.3 and 2.4 against the Contractor in accordance with the Contracts (Rights of Third Parties) Act 1999.

2.5.2 The consent of a New Provider (save where the New Provider is the Authority) is not required to rescind, vary or terminate this Contract.

2.5.3 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.

**2.6 General**

2.6.1 The Contractor shall not recover any Costs and/or other losses under this Schedule 22 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.

**Appendix 1**

**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 22, the following information will be provided:

1. 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;
2. 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;
3. The preceding 12 months total pay costs – (Pay, benefits employee/employer ERNIC and Overtime);
4. Total redundancy liability including any enhanced contractual payments;

2. In respect of those employees included in the total at 1(a), the following information:

1. Age (not date of Birth);
2. Employment Status (i.e. Fixed Term, Casual, Permanent);
3. Length of current period of continuous employment (in years, months) and notice entitlement;
4. Weekly conditioned hours of attendance (gross);
5. Standard Annual Holiday Entitlement (not "in year" holiday entitlement that may contain carry over or deficit from previous leave years);
6. Pension Scheme Membership:
7. Pension and redundancy liability information;
8. Annual Salary;
9. Details of any regular overtime commitments (these may be weekly, monthly or annual commitments for which staff may receive an overtime payment);
10. Details of attendance patterns that attract enhanced rates of pay or allowances;
11. Regular/recurring allowances;
12. 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/Suppliers 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.

**Appendix 2**

**PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS CONTRACT**

**Part A**

1.Pursuant to paragraph 2.1.2 of this Schedule 22, 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:

1.1 Personal, Employment and Career

* 1. Age;
  2. Security Vetting Clearance;
  3. Job title;
  4. Work location;
  5. Conditioned hours of work;
  6. Employment Status;
  7. Details of training and operating licensing required for Statutory and Health and Safety reasons;
  8. Details of training or sponsorship commitments;
  9. Standard Annual leave entitlement and current leave year entitlement and record;
  10. Annual leave reckonable service date;
  11. Details of disciplinary or grievance proceedings taken by or against transferring employees in the last two years;
  12. 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;
  13. Issue of Uniform/Protective Clothing;
  14. Working Time Directive opt-out forms; and
  15. Date from which the latest period of continuous employment began.

**1.2 Superannuation and Pay**

* + 1. Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken during the last two years;
    2. Annual salary and rates of pay band/grade;
    3. Shifts, unsociable hours or other premium rates of pay;
    4. Overtime history for the preceding twelve-month period;
    5. Allowances and bonuses for the preceding twelve-month period;
    6. Details of outstanding loan, advances on salary or debts;
    7. Pension Scheme Membership;
    8. For pension purposes, the notional reckonable service date;
    9. Pensionable pay history for three years to date of transfer;
    10. Percentage of any pay currently contributed under additional voluntary contribution arrangements; and
    11. Percentage of pay currently contributed under any added years arrangements.

**1.3 Medical**

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

**1.4 Disciplinary**

1. Details of any active restoring efficiency case for reasons of performance; and
2. Details of any active disciplinary cases where corrective action is on going.

**1.5 Further information**

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

**Part B**

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

1. Employee's full name;
2. Date of Birth
3. Home address;
4. Bank/building society account details for payroll purposes Tax Code.

**PART C**

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

* National Insurance Number;
* National Insurance contribution rate;
* Other payments or deductions being made for statutory reasons;
* Any other voluntary deductions from pay;

# Schedule 23 – HEAD AGREEMENT FOR LICENCE TERMS FOR COMMERCIAL SOFTWARE PURCHASED BY THE SECRETARY OF STATE FOR DEFENCE

[Redacted]

# Schedule 24 – Contract Data Requirement

# Not Used.

# Schedule 25 - Security Aspects Letter

# [Redacted]

# Schedule 26 – Variation of Price

As soon as practicable following the publication of the HQTI index for quarter four (4) of the directly preceding Contract Year the Contractor shall provide for the Authority's consideration its proposed calculation of the Aggregate Indexed Profiled Monthly Payment for the next year, to be applied (if agreed by the Authority) from the relevant date.

**Mechanism**

1. From Year 4 the Variation of Price (VOP) formula shall apply. This shall be calculated in accordance with the following formula:

V = P (a+b (Oi/O0)) - P

Where:

V represents the variation of price P represents the FIXED price as stated in the Schedule of Requirements

O represents the index HQTI - Top Level SPPI, Sections H to U excl. Section K published by the Office of National Statistics

Oo represents the 12-month average of the OUTPUT Price Index figure prior to the start of the contract. If the contract starts in June 2023, the 12-month prior to that date should be the period between 1 June 2022 and 31 May 2023.

Oi represents the 12-month average of the OUTPUT Price Index for the payment date period. It should be amended for each fixed year (including optional years). For example, if the payment for year 4 is in January 2027, the 12-month prior to that date should be covered using data between 1 January 2026 and 31 December 2026.

a represents the Non- Variable Element (NVE) a=0

b represents the Variable Element b=1

a+b=1

1. The Index referred to in Clause 1 above shall be taken from the following Tables:

**OUTPUT Price Index HQTI - Top Level SPPI, Sections H to U excl. Section K**

1. The Indices published with a ‘B’ or ‘F’ marker, or a suppressed value, in the last 3 years are not valid for Variation of Price clauses and shall not be used. Where the price index has an ‘F’ marker or suppression applied to it during the term of the Contract, the Authority and the Contractor shall agree an appropriate replacement index or indices. The replacement index or indices shall cover, to the maximum extent possible, the same economic activities as the original index or indices.
2. In the event that any material changes are made to the indices (e.g. a revised statistical base date) during the period of the contract and before final adjustment of the final contract price, then the re-basing methodology outlined by the Office for National Statistics (ONS, the series providers) to match the original index to the new series shall be applied.
3. In the event the agreed index or indices cease to be published (e.g. because of a change in the Standard Industrial Classification) the Authority and the Contractor shall agree an appropriate replacement index or indices, which shall cover to the maximum extent possible the same economic activities as the original index or indices. The methodology outlined by the Office for National Statistics used for rebasing indices (as in Clause 4 above) shall then be applied.
4. Notwithstanding the above, any extant index / indices agreed in the Contract shall continue to be used as long as it is / they are available and subject to ONS revisions policy. Payments calculated using the extant index / indices during its / their currency shall not be amended retrospectively as a result of any change to the index or indices.
5. The Contractor shall notify the Authority of any significant changes in the purchasing / manufacturing plan on the basis of which these provisions were drawn up and agreed, or of any other factor having a material bearing on the operation of these provisions such as to cause a significant divergence from their intended purpose, in order that both parties may consider whether any change in this provision would be appropriate.
6. Prices shall be adjusted taking into account the effect of the above formula as soon as possible after publication of the relevant indices or at a later date if so agreed between the Authority and the Contractor. Where an index value is subsequently amended, the Authority and the Contractor shall agree a fair and reasonable adjustment to the price, as necessary.
7. Claims under this Condition shall be submitted to the Bill Paying Branch, certified to the effect that the “requirements of this Clause [insert the VOP clause number]” have been met.

# Schedule 27 – Earned Value Management (EVM) – Contract Requirements for Project Controls

**Earned Value Management (EVM) – Project Controls Requirements**

1. **Project Control System Implementation**
   1. The Contractor, in accord with CDRL (DID-PC-001A), shall develop, deliver and update as needed over the term of the contract, a Project Management Plan (PMP) that:
      1. Describes a PC system that is compliant with the Planning, Scheduling, Monitoring and Control (APM 2015); and
      2. Describes how tools, processes and Suitably Qualified and Experienced Personnel (SQEP) are available to support the implementation and use of a PC system throughout the contract duration. The Contractor shall conduct Project Management in accordance with the Approved PMP until contract completion.
      3. Describes how the PC system is governed, lists the accountabilities and outlines the approval and timeframe for regular review and updating.
      4. Details how configuration control is applied to the PC system. Describes the Change Control process (including but not limited to change to the PMP, engineering, technical, baseline, or contract changes).
      5. The Contractor shall facilitate the Authority’s Representative to conduct a Pre-Contract Award Readiness Review to enable assurance to the Authority of the Contractor’s ability to comply with the contract.
2. **Contract Work Breakdown Structure** 
   1. The Contractor shall develop, deliver and update a Contract Work Breakdown Structure (CWBS) in accordance with CDRL (DID-PC-002A) that meets both the Authority reporting requirements and can be aligned with the Defined Pricing Structure (DPS) where applicable.
   2. The Contractor shall manage the Contract in accordance with the approved CWBS & CWBS Dictionary. Alignment of data from CWBS to Contract Line Item Number (CLIN) is to be maintained to enable the Authority Contracting, Purchasing and Finance (CP&F) data requirements.
   3. The Contractor shall maintain and update the CWBS Structure and Dictionary throughout the contract using configuration control as defined within the agreed Change Control Process. Proposed changes to the CWBS that may affect Authority or DPS requirements must be provided to the Authority, within one week of the change being proposed, and must include an updated CWBS Dictionary for Approval. No change that may affect Authority requirements may be implemented without prior approval.
   4. The Contractor may amend the approved CWBS or CWBS Dictionary, without first obtaining the Authority’s approval under clause 2.3 as long as changes are formally recorded as part of the agreed Change Control Process under delegated authority and:
      1. All elements affected by the amendment are below the reporting level;
      2. The amendments are consistent with the Approved CWBS; and
      3. The Authority is notified within thirty days of the changes being made.
   5. The CWBS implemented shall enable reconciliation of the PC System back to the Contract Price.
3. **Contract Master Schedule (CMS)**
   1. The Contractor shall develop, deliver and update a Contract Master Schedule (CMS) in accordance with CDRL-(DID-PC-003A). This will include the Baseline, a current forecast schedule with the updated performance against the Baseline, and a high-level summary schedule as agreed with the Authority.
   2. The Contractor shall use the approved CMS as the primary schedule for managing the Contract.
   3. The Contractor shall conduct schedule health checks to assure compliance with DE&S standards consistent with the [Defence Contract Management Agency (DCMA)](http://www.dcma.mil/) [Fourteen Point Schedule Health Checks](http://www.dcma.mil/Portals/31/Documents/Policy/DCMA-PAM-200-1.pdf?ver=2016-12-28-125801-627), or as otherwise agreed with the Authority.
   4. The Contractor shall ensure that the CMS fully incorporates all of the defined scope within the CWBS and will be used as the basis of the Baseline.
   5. Rolling wave planning may be used when establishing the baseline schedule to set the detail at an appropriate level in relation to the understanding of the work to be delivered. Typically, the planning horizon between detailed work packages and outline planning packages would be approximately 18 months or at natural project break points, as agreed with the Authority. Where planning packages are used they are expected to have a defined scope, duration and associated budget.
   6. The Contractor shall ensure that the CMS is created in a format that allows an Export file compatible with scheduling software as defined by the Authority, e.g. Primavera P6 XER or XML file. The output of any alternative software systems must be compatible with being translated to an alternative file format as agreed by the Authority.
   7. The Baseline must be under configuration control with any approved changes in accord with the standards defined in Annex B - Project Controls Requirements. The Baseline change log shall describe the changes to time and budget to Control Account level on the change request.
   8. The contractor shall preserve a record of historical Planned cost and not implement retroactive changes, including but not limited to re-baselining the Baseline, unless approved by the Authority.
   9. The Contractor may amend the agreed CMS, without first obtaining the Authority’s Approval under clause 3.7 as long as:
      1. payments under the Contract are not affected;
      2. the Baseline dates for Contract Milestones are not affected;
      3. the ability of the Authority to meet its obligations under the Contract is not affected; and,
      4. it does not impact any Authority dependent activities.
   10. Authority approval of an amendment to the Approved CMS under clause 3.9 shall be obtained when the next update to the CMS is required, as specified in the DID.
   11. Authority Approval of an amendment to the approved CMS shall not affect either party’s responsibilities or obligations under the PC system.
   12. If the Contractor becomes aware that the baseline is no longer achievable, they shall notify the Authority within seven days.
4. **Risk and Opportunity Management**
   1. In accordance with DID-PC-005A, the Contractor shall maintain a Risk and Opportunity Management Plan (ROMP) that enables a risk process to be jointly managed with the Authority.
   2. The Contractor shall make it possible for the Authority to engage with the regular risk update process via regular risk reviews and formal risk reporting.
5. **Change Control**
   1. The Contractor shall identify a process that ensures their Baseline is not changed without appropriate analysis, communication, and approval. The change control process shall:
      1. Document, track and communicate changes to the Baseline
      2. Reconcile current budgets to prior budgets in terms of changes to the authorised work in the detail needed by management for effective control
      3. Control retroactive changes to records pertaining to work performed that would change previously reported amounts for actual costs or budgets. Adjustments should be made only for correction of errors, routine accounting adjustments, effects of customer or management directed changes, or to improve the baseline integrity and accuracy of performance measurement data
      4. Prevent revisions to the program budget except for authorised changes

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* 1. The Authority shall review, and the contractor shall ensure that the change control process and procedures meet the needs of the Authority, in accord with DID-PC-006A.

1. **Subcontractor Management – Project Control**
   1. The Contractor shall ensure that all Major Subcontractors shall manage their contracts in accordance with the Contractors own approved project management and Project Management Plans.
   2. Contract elements delivered by Major Subcontractor(s) must be listed in the Contractor PMP or Contractor Management Plan (as appropriate) with the value and scope of the subcontract. Major Subcontractors must have separate Control Accounts within the Contractors Baseline.
   3. Unless otherwise agreed by the Authority, the minimum requirement for a Project Control Management System (including CWBS, CMS and Subcontractor Baseline shall be flowed down to the appropriate material level agreed with the Authority to represent a Managerially Significant breakdown of the work where the Subcontract or group of Subcontracts requires effort:
      1. in excess of 12 months and the Subcontract price exceeds £20m;
      2. represents more than 20% of the contract value;
      3. As deemed appropriate by the contractor; or,
      4. as directed by the Authority. Authority direction will be based on a risk assessment of the scope of work being undertaken in the subcontract.
2. **Subcontractor Project Controls Management Requirements**
   1. Where Project Controls Management System (PCMS) requirements flow down to a Subcontractor, the Subcontractor shall maintain and use, throughout the delivery of the Subcontract, a PCMS compliant with the Contractor requirements of this Contract.
   2. The Contractor shall ensure the Subcontractor’s PCMS is compliant during Contractor Pre-Contract Readiness Reviews, or at the point of Subcontract Award, with the requirements of this Contract.
   3. The Contractor shall be responsible for reviewing and accepting the Subcontractor’s Baseline.
   4. The Contractor shall permit Authority Representative(s) to participate in any review associated with the Subcontractor’s PCMS to ensure compliance of the Subcontract PCMS with the requirements of the Contract.
   5. The Contractor shall give the Authority at least thirty days prior notice in writing of when a Subcontractor Review is to be carried out.
   6. The Contractor shall make available to the Authority records and source data that supports any PCMS compliance review of a Subcontractor’s PCMS within thirty days of receipt or production.
   7. The Contractor shall include status data from approved Subcontractors within their same status as the Contractor’s data when preparing Contract Cost and Schedule Status Report CSSRs in accordance with DID-PC-004A.
3. **Deliverable Data Formats**
   1. The Contractor shall ensure that project/programme data can be exchanged using the Authority preferred software tools. These include:
      1. Microsoft Office tools for narrative documents;
      2. Primavera P6 for schedules; or outputs that can be translated to a XER or XML file as agreed by the Authority.
      3. Microsoft Excel compatible for numerical reports
      4. Risk Register from Active Risk Manager (ARM) or similar

The output of an alternative software system must be compatible with being translated to a XER or XML format file or alternative file as agreed by the Authority. The Contractor shall ensure that the CMS is created in a format that allows an export file compatible with scheduling software defined above or as approved by the Authority.

**Annex C1 – Project Controls Management Plan - DID-PC-001A**

1. **Title:** PROJECT CONTROLS MANAGEMENT PLAN (PCMP)
2. **Number**: DID-PC-001A
3. **Version:** 1.0
4. **Delivery Schedule:** Refer to Annex E.
5. **Applicable Forms:**
6. **Description:** The PCMP documents the Contractor's plans, methodologies and processes for ensuring compliance with the PCMS requirements of the Contract. The PCMP shall include a description of the system structure and data flows, Project Controls System Description (PCSD), plans for implementation and subsequent review and maintenance of the Contractor’s PCMS.
7. **Use/Relationship:** 
   1. The Authority will use the PCMP to:
      1. Gain confidence that the full scope of work related to the PCMS Contractual requirements, together with associated system implementation risk have been captured and are within the plan for implementation of a compliant PCMS on the Contract;
      2. Review and assess the Contractor’s proposed PCMS for:
         1. compliance with the requirements of the Contract;
         2. the PCMS ability to support effective Contract Performance Management; and
         3. the PCMS ability to meet the Authority’s data requirements.
      3. Understand the design and functionality of the Contractor’s PCMS as the basis for the conduct of PCMS related reviews;
      4. Gain confidence that the Contractor has appropriate controls procedures in place to maintain a compliant system during the course of the Contract; and,
      5. Form a basis for assessing the ongoing compliance of the PCMS.
   2. The PCMP is subordinate to the Project Management Plan (PMP) where this document exists.
8. **Applicable Standards, Governance & Related Documentation**
   1. The Project Controls Management Plan (PCMP) shall describe an PCMS that is compliant with the Association for Project Management (APM)
9. **Reference Documents**
   1. Association for Project Management (APM)
   2. Planning, Scheduling, Monitoring and Control (APM 2015)
   3. DCMA Fourteen Point Schedule Health Check.
10. **Requirements:**
    1. PCMP Overview
       1. The PCMP shall describe the objectives, scope, constraints, and assumptions associated with the Contractor’s PCMS activities related to this contract. Any risks identified with the Contractor’s PCMS implementation and operation shall be documented in the Risk Register; however, the PCMP shall describe the risk management strategies associated with any PCMS implementation and operation related risks.
       2. Configuration Management to be defined within the context of EV within the EVMP.
    2. Project Controls Implementation
       1. The PCMP shall describe the processes and schedule that the Contractor intends to use to implement the PCMS including:
          1. a description of the areas of non‑compliance between the Contractor’s current project management system and the PCMS contractual requirements
          2. the corrective actions planned to be undertaken to rectify the areas of non-compliance, including the timeframes involved.
          3. identification of any new or modified procedures, an overview of the scope of the new or modified procedures, and the responsibilities and timeframes for developing and approving these procedures;
          4. identification of areas of risk to the proposed PCMS implementation and proposed mitigation strategy;
          5. a summary of the implementation schedule, with the full implementation schedule being provided as part of the Contractor Master Schedule (CMS);
          6. a description of the activity to ensure Subcontractor implementation of PC related contract requirements.
    3. PCMS Description
       1. The PCMP shall provide a description of the Contractor’s PCMS that demonstrates compliance with the requirements of the contract covering all relevant PC Criteria as defined by the applicable standard. Where Contractor generated processes are referenced copies are to be provided to the Authority. These will include, but not be limited to, processes for Work Authorisation, Scheduling, Risk Management, Change Management, Cost Control, and Accounting processes
    4. Contractor PCMS Assurance
       1. The PCMP shall describe the Contractor’s PCMS quality assurance strategy to ensure that the PCMS remains compliant with the requirements of the Contract, including:
          1. The criteria to determine that an PCMS Review is required; and,
          2. the company roles/personnel involved in the reviews/activities.
       2. Details of any continuous improvement process the company utilises. Results of Contractor Internal PCMS Assurance reviews and processes shall be shared with the Authority.
    5. Project Controls Performance Reports
       1. The PCMP shall describe the PCMS performance reporting processes and timescales used by the Contractor. The PCMP shall confirm adherence to the Contract Terms & Conditions by describing the reporting levels, structures reporting levels by CWBS elements.
       2. The PCMP shall confirm the electronic formats to be used for the provision of EVMS data to the Authority in order to facilitate data transfer and analysis.
       3. The PCMP shall describe the level and methodology to produce trend data.
    6. Data Integrity Checks
       1. The PCMP shall detail the methodology and frequency of data and schedule health checks.
       2. The PCMP shall define the process through which it will be possible to reconcile the financial data within the system back to the contract value (price).
    7. PCMS Related Reviews
       1. The PCMP shall describe the facilities and support that will be provided to the Authority in support of PCMS Reviews. This should include but is not limited to:
          1. The provision of supporting documentation to the Authority review team no later than forty-two days prior to a review;
          2. All documentation shall be delivered electronically to the Authority;
          3. Documentation delivered in support of a review shall be the final version that will be presented at the review unless otherwise agreed by the Authority;
          4. Selected Control Account Managers (CAM) and Project Management & Control staff shall be available to support pre-planned interviews; and,
          5. Access provisions are to be made for the review of documentation in electronic formats such as PCMS process and procedures, schedules, documentation and any related data requested to support the review.
    8. PC Flow Down to Major Subcontractors
       1. Unless otherwise agreed by the Authority, the requirement for an PCMS (including PCMP, CWBS, CMS and Subcontractor Baseline shall be flowed down to the appropriate material level agreed with the Authority to represent a Managerially Significant breakdown of the work where the Subcontract or group of Subcontracts requires effort:
          1. in excess of 12 months and the Subcontract price exceeds £20m;
          2. represents more than 20% of the contract value; or
          3. as directed by the Authority. Authority direction will be based on a risk assessment of the scope of work being undertaken in the subcontract.
       2. The PCMP will detail a list of all significant Subcontracts (where the subcontractor portion of the overall contract cost is => 20% or £20M) incorporating the following information:
          1. Subcontract title and description;
          2. Subcontract type;
          3. Subcontract value and Duration;
       3. Subcontractor PCMS experience including standards that applied and any formal recognition of the applied PCMS.
       4. The PCMS Description of Flow Down arrangements to each Subcontract shall include the following information:
          1. Contractors Plans for assessing PC maturity to meet the Authority’s PC Standards and Contract Requirements, including plans for Subcontractor Reviews. Note the Authority shall be given the opportunity to participate in these reviews in accordance with the Contract terms.
          2. Plans for subcontract report data incorporation against WBS and Schedule Reports.
          3. Proposed timing of Subcontract data incorporation
11. **Preparation Instructions:**
    1. The data item shall comply with the general format, content and preparation instructions contained in this DID.
    2. Where referenced information is included, it shall refer to the lower-level PCMS procedures, these referenced procedures and any related instructions shall be delivered as attachments to the PCMP.
    3. The content requirements of this data item should be considered as the minimum standard that is required. It is not intended to constrain or otherwise restrict the inclusion of any content required to effectively develop the plan or implement the EVMS requirements of the Contract.

**Annex C2 – Contract Work Breakdown Structure (CWBS) and Dictionary – DID-PC-002A**

1. **Title:** CONTRACT WORK BREAKDOWN STRUCTURE (CWBS) and Dictionary
2. **Number:** DID-PC-002A
3. **Version:** 1.0
4. **Delivery Schedule:** Refer to Annex E.
5. **Applicable Forms:** N/A
6. **Description:** The Contract Work Breakdown Structure (CWBS) is the Contractor’s extension of the Authority Work Breakdown Structure (WBS) and forms the framework for Contract planning, management and status reporting and for estimating costs, schedule and technical achievements at completion.
7. **Use/Relationship:**
   1. This DID summarises the format and content for the CWBS Structure and Dictionary and provides preparation instructions to support the data and frequency requirements specified in the contract. This DID applies to all contracts that require a CWBS.
   2. The purpose and intent of the CWBS, and associated Dictionary, is to document and understand the Contractor’s product-oriented deliverable scope and planned approach to performing the contract.
   3. CWBS at the nominated reporting level will be used in the CSSR.
   4. The CWBS is related to, and shall be consistent with, the Contractor’s Project Controls Management Plan (PCMP) (DID-PC- 001A) and the Contractor Master Schedule (CMS) DID-PC-003A.
8. **Applicable Standards, Governance & Relevant Documentation**
   1. As per the example provided in the tender submission
9. **Requirements**
   1. The data item shall comply with the general format, content and preparation instructions contained in this DID.
      1. Configuration control of the CWBS and its Dictionary must be maintained throughout the Contract. Changes to the CWBS or its Dictionary affecting the Authority WBS & WBS Dictionary require the prior approval of the Authority.
      2. All contract scope must be included in the CWBS Dictionary.
      3. The CWBS shall be developed in as much detail as required to define the work effort into manageable parts that successfully achieve the end objective of the Contract.
      4. The CWBS Dictionary shall define in detail the scope of work included against each CWBS element. It shall correlate all Contract deliverables (CLINs, CDRLs and accomplishment of Mandated Reviews) against the lowest level of CWBS elements to ensure responsibility for delivery of all items is assigned and planned appropriately.
      5. The CWBS shall be consistent with the DPS where appropriate.
      6. The CWBS will also include additional data as described below.
   2. Contract Work Breakdown Structure
      1. The CWBS is a hierarchical family tree arrangement of WBS elements, defined by:
         1. Specific interface points to the Authority’s WBS;
         2. Incorporating any contractually required high-level WBS structure; and
         3. Lower level elements of the Contractor’s WBS necessary to provide an appropriate framework throughout the project for product and service definition and control. Including allowing invoicing alignment to CLINs to provide the Authority with P3M system monthly reconciliation.
      2. The CWBS Structure shall comprise of:
         1. CWBS/WBS Code. The preferred convention is to use a numeric structure starting with the Authority WBS Code for the relevant CWBS element.
         2. CWBS Element Level. The level of the CWBS element.
         3. CWBS Element Name. The title of the CWBS element using the specific name or nomenclature. The CWBS element names used in the CWBS Structure must be identical for the same element in the CWBS Dictionary.
   3. Contract Work Breakdown Structure Dictionary
      1. The CWBS Dictionary includes narrative descriptions of each WBS element scope and reference data to support tracing to other documents. The following features should be included (where applicable to each level):
         1. CWBS/WBS Code. The same codes used in the structure.
         2. CWBS Element Level. The level of the CWBS element. It is desirable to note where the WBS element represents a Contractual Reporting Level, a Control Account, or, where relevant, a Work Package.
         3. CWBS Element Name. Enter the same element names used in the CWBS structure.
         4. CWBS Approved Changes. List of changes approved in the change control process.
         5. CWBS Element Status. Status of Scoping Statement (Draft/Approved)
         6. Scoping Statement version number & Revision date
         7. CWBS Scope Definition. Enter a complete description of the work content of each CWBS element. It is important that the Contractor specifies all hardware and software equipment that are associated with each WBS element. The work content definition must include a short description of the process used to design, produce or sustain the end item or service. The description must address the types of activities (e.g., design, production, analysis, or management) included within the CWBS element. These descriptions must include information on whether the reporting Contractor or a Subcontractor is performing the work being described.
      2. CWBS Dictionaries must reflect only the work that is being completed within the contract for which the document is being submitted.
         1. If work is not expected to occur for a given CWBS element, the CWBS Dictionary definition must indicate that this element is not applicable.
         2. If work at some elements is being performed by a Supplier/Subcontractor, the Dictionary must state this. Similarly, if the CWBS is for a subcontract/supplier, the work defined for each element must be specific to the Subcontractor/supplier’s scope of effort and must not include the prime Contractor’s work.
         3. If there are Government Furnished Assets (GFA) items being integrated into the end item, it is not expected that a detailed description of those items is provided, however, all GFA items being integrated into the system as part of the contract must be labelled as such in the CWBS Dictionary under the appropriate elements.
      3. Typical features of the Scope Definition include:
         1. PURPOSE: One or two sentences summarising why the scope exists.
         2. BOUNDARIES: Explicit statements of what is in or out of scope to describe the boundaries. Consider including things by exception (obvious boundaries don't need stating whereas more subtle boundaries will require more description). To add clarity, it is desirable to indicate where the excluded scope is captured (e.g. alternate WBS/alternate Contract/ Customer)
         3. STRATEGY: How is the scope to be delivered? Is it Prime Contractor Scope or is it to be subcontracted? Is the strategy summarised in policies or processes?
         4. KEY ASSUMPTIONS and EXCLUSIONS: Any top-level assumptions and exclusions that have been made in the definition of this scope, identifying clear interface points in delivery, and subsequent planning. For example: 'It is assumed that System X's design will reuse the power-plant from System Y.' If this assumption were to change, it would likely have scope, time and cost implications and so the baseline would require a change proposal.
         5. ACCEPTANCE CRITERIA: How will you know when the scope is complete (where appropriate, generally when there are deliverables/products).
         6. DEPENDENCIES: Identify interdependencies with other WBS elements. If there is a particularly important dependency on another area of this project's WBS then consider including it. It is desirable to note the delivering WBS element. Interdependencies with of from the Authority should be identified and captured in accordance with the above instructions.
         7. PRODUCTS/OUTPUTS: Insert the key deliverables particularly those that form dependencies to other WBS element (it is desirable to note the receiving WBS element) or contract deliverables or review requirements. Scope without deliverables is acceptable, but this should not be the norm.
         8. Cross-reference to the conditions of contract and Statement of Work (SOW) that informed the scope definition, or other traceability references (a reference matrix for SOW clauses to the WBS may be desirable), or the applicable standards or references that determine the scope.
   4. Subcontracted Activities
      1. Subcontracted activities shall be identified in one or more separate WBS which shall be integrated into and identifiable within the CWBS. In the circumstance that one Subcontractor is supplying products to multiple CWBS elements or work packages:
         1. the WBS shall maintain a product structure reflecting the specification tree;
         2. the responsibility for specifying each product shall remain with the design engineer for the WBS element to which the product belongs;
         3. the cost of each product shall remain with the WBS element to which it belongs; and
         4. a commercially clean interface can be maintained with the Subcontractor by creating a Subcontract Management WBS element for each such Subcontract.
10. **Preparation Instructions:**

N/A

1. **Data Format & Delivery Instructions**
   1. Routine reporting shall be at the appropriate level as agreed with the Authority to represent a Managerially Significant breakdown of the work for all Contractors unless otherwise defined in the Contract terms or PCMP.
   2. More detailed reporting of the CWBS shall be required for those lower-level elements that address high-risk, high-value, or high-technical-interest areas of a Project. Consult with the Authority for guidance as needed.
   3. The CWBS will be prepared and submitted in an electronic format that is either Microsoft Word or Microsoft Excel compatible.

**Annex C3 – Contractor Master Schedule (CMS) – DID-PC-003A**

1. **Title:** CONTRACTOR MASTER SCHEDULE (CMS)
2. **Number:** DID-PC-003A
3. **Version:** 1.0
4. **Delivery Schedule:** Refer to Annex E.
5. **Applicable Forms:** N/A
6. **Description:** The CMS describes the contracted activities, milestones and decision points to enable the objectives and deliverables of the contract to be satisfied. The CMS will define the project schedule status through a comparison of the current schedule status and appropriate accepted baseline schedule.
7. **Use/Relationship:** 
   1. The Authority will use the CMS to:
      1. Provide visibility into the Contractor’s planning baseline and current forecast schedules;
      2. Understand and evaluate the Contractors approach to meeting the requirements of the contract;
      3. Monitor Contractor progress in meeting the requirements of the contract;
      4. As a source of input when completing Authority planning activities; and,
      5. Understand the required touch points between the Contractor’s and the Authority’s work.
   2. The CMS relates to the following documents required within the contract:
      1. Project Controls Management Plan (PCMP);
      2. Project Management Plan (PMP); and,
      3. Contract Work Breakdown Structure (CWBS).
   3. The CMS shall be traceable and integrated with:
      1. The CWBS (DID-PC-002A) – all activities and milestones on the schedule will be coded to the lowest level of the CWBS that represent the scope to which the activity pertains;
      2. Contract Milestones – shall be clearly identifiable within the logic linked activity network;
      3. The Contractor’s PCMS – the integration of scope, schedule and budget will be undertaken around the CWBS, which will form the primary structure for PC Performance reporting; and,
      4. Each submission of the CMS shall be consistent with the associated Contract Performance Report (CPR) delivered within this Contract.
8. **Applicable Standards, Governance & Related Documentation**
   1. Nominated EV Standard - unless otherwise stated in the Contract Terms and Conditions.
   2. Defence Contract Management Agency (DCMA) Fourteen Point Schedule Health Checks, or as otherwise agreed with the Authority.
9. **Requirements:**
   1. The CMS shall be capable of comparing planned and current forecast data and being displayed in a variety of formats to include;
      1. A Gantt chart
      2. A listing of all tasks, together with planned (baseline and current progress including forecast) and actual start and finish dates
      3. A listing of project milestones (to include all contract milestones) together with original, rescheduled, forecast and actual completion dates
      4. All activity durations within the schedule shall be in days unless otherwise agreed by the Authority.
      5. All resource units within the schedule shall be in hours and costs shall be in Great British Pounds Sterling unless otherwise agreed by the Authority.
      6. The CMS shall be capable of being displayed at the following levels.
      7. Summary Level – The Summary level of the CMS shall provide a graphical display of Contract activities, key events, and milestones at a managerial significant level of the WBS.
      8. The CMS shall identify the following aspects;
      9. Activities and associated durations
      10. Milestones, including Contract Milestones, Payment Milestones and significant project events.
      11. The relationships and dependencies of activities and associated milestones that are to be completed within the scope of this contract.
      12. Earliest and latest start and finish dates for all activities and associated milestones
      13. Total float and free float of the overall schedule
      14. Critical Path, list of activities on the critical path and those that are near the critical path from start through to completion of the contract.
      15. Cost Profiles, depicting workforce, materials and equipment.
      16. The baseline budget for all activities aggregating to the total Baseline.
      17. Subcontracting schedules to include all major sub-contract activities and outputs at the appropriate level of detail, reflecting complexity and risk.
      18. Required Government Furnished Items (GFX) to include Government Furnished Equipment (GFE), Government Furnished Assets (GFA), Government Furnished Information (GFI), Government Furnished Structures (GFS) if applicable, together with ‘required by’ dates and ‘end of loan dates’.
      19. All non-working time such as holidays and known disruptions
   2. A Basis of Schedule (BOS) shall be produced and maintained under configuration control. The BOS should include the following;
      1. How the CMS has been produced;
      2. Detail methodologies used to establish estimated durations;
      3. Key assumptions and exclusions;
      4. Details of the standard working time and calendar that has been included;
      5. Risks, including risk analysis techniques used, and any mitigations embedded in the schedule;
      6. The standards used to establish duration lengths and use of constraints, ensuring no open-ended activities and compliance with DE&S Schedule guidance;
      7. The basis of estimate and associated assumptions for the cost and duration of baseline activities, covering both labour and materials. This may take the form of a master data and assumptions list; and,
      8. The Configuration and assurance procedures that will be used to manage and ensure the ongoing integrity of the CMS.
10. **CMS Reports - The following reports, which collectively comprise CPR Format 6, are required:** 
    1. Baseline Reports
       1. Reports that describe and reflect the initial baseline
       2. Subsequently approved changes that caused a revision of the baseline.
       3. A Schedule narrative shall be provided with the original baseline and any subsequent baseline revisions outlining how the schedule has been constructed, the key assumptions together with the basis of estimate and logic of milestone selection and a description of the critical and near critical paths.
       4. A set of Authority agreed schedule health metrics.
       5. Schedule Risk Analysis shall be conducted on the Contractor schedule, at least quarterly and on the Authority’s request, a Schedule Risk Analysis Report and electronic copies of the SRA schedule and the Contractor SRA models shall be provided to the Authority.
    2. 10.2. Progress Reports (Statused Current Working Schedule)
       1. Electronic copy of the progressed schedule each reporting period that has formed the basis of the CSSR for that period.
       2. A Schedule narrative shall be provided with the progressed schedule outlining, the key assumptions underlying the progress and forecast together with the basis of estimate for key forecast activities where this is significantly different to the baseline, the impact and rationale of any significant logic changes and the resulting change to the schedule risk implications, and the resulting impact on key (including Contract) milestone and deliverables, if any. The analysis shall include a narrative description of the current Critical and near Path Analyses.
       3. Milestone Report. Agreed milestones to be shown with the baseline and current forecast dates. Report to provide RAG status and indication of float. Note that there shall be clear definitions and acceptance criteria for reporting milestones.
       4. Critical Path, Sub-Critical Path and Float Erosion Analysis Reports. Critical path analysis against the baseline and current forecast dates within the CMS. Summary / variance commentary of movements / changes to the critical path to be reported.
       5. Interdependencies (Give/Get Milestones) Table. To indicate key interdependencies between supply chain, MoD and contractor schedules. Report should indicate movements in the period relating to both the baseline schedules and the current forecast version of these schedules. Variance commentary to be provided.
       6. A set of agreed schedule health metrics for the submitted progressed schedule.
11. **Preparation Instructions**
    1. The data item shall comply with the general format, content and preparation instructions contained in this DID.
    2. The CMS shall be the primary schedule used for the contract; all other schedules produced in support of this are considered as subordinate to this primary schedule.
12. **Data Format & Delivery Instructions:**
    1. Acceptable file formats are those that are compatible with the Authority IT System.
    2. CMS deliveries shall include the original baseline schedule and Basis of Schedule, all agreed baseline amendments, the current working schedule together with forecast completion dates and durations.
    3. Contractor schedules updated to reflect current progress shall be provided to the Authority on a monthly basis to the end of the calendar month unless agreed otherwise. The monthly reports shall be provided within 4 days of the end of the reporting period unless otherwise specified in the Conditions of Contract.
    4. A Control Level schedule hard copy as well as electronic submission in the native file format (P6, or alternate package supported by Terms & Conditions of Contract).
    5. Each submission of the CMS shall be consistent with the associated Status Report.

**Annex C4 –Contract and Schedule Status Report (CSSR) – DID-PC-004A**

1. **Title:** CONTRACT AND SCHEDULE STATUS REPORT (CSSR)
2. **Number:** DID-PC-004A
3. **Version:** 1.0
4. **Delivery Schedule:** Refer to Annex E.
5. **Applicable Forms:**
6. **Description:** The CSSRs are prepared by the Contractor to provide the Authority with progress data designed to report multiple aspects of contract performance and future planning activity. Example of CSSR Format has been provided as part of Annex G9.
7. **Use/Relationship:** 
   1. The Authority will use the CSSRs to:
      1. Assess and evaluate contract performance and as the basis for contract performance meetings and reviews;
      2. Assess the impact of existing and potential problems encountered resulting in significant cost and schedule variances and as the basis for discussing potential mitigation actions.
      3. Provide accurate, timely status information to aid Authority view of Contractor performance and as the basis for summarisation of performance across the Authority.
      4. CSSRs directly relate to the requirements specified in the Project Controls Management Plan (PCMP) and reconcile to progress incorporated in any related status reports that may be required within the scope of the Project Management Plan (PMP) where required.
8. **Applicable Standards, Governance & Related Documentation:**
   1. Planning, Scheduling, Monitoring and Control (APM 2015) Guidelines unless otherwise stated in the Contract terms.
9. **Requirements:**
   1. Data provided within the CSSRs shall relate to the authorised contract work undertaken in support of this contract, demonstrating compliance to PC requirements.
   2. Data provided shall include both priced and unpriced effort.
   3. The level of detail required for each report shall be as agreed by the Authority.

**NOTE:** Lower level detail may be required on an ad hoc basis in areas where a problem has occurred until such time that the Authority is content to return to the higher level.

1. **Preparation Instructions:**
   1. The content requirements of this data item should be considered as a minimum standard that is required. It is not intended to constrain or otherwise restrict the inclusion of any content required to effectively develop the plan or implement the PCMS requirements of the Contract.
2. **Data Format & Delivery Instructions:**
   1. The data item shall comply with the general format, content and preparation instructions contained in this DID.
   2. CSSRs are to be delivered in both static and electronic format to the Authority and in accordance with the CDRL timescales. Electronic format shall permit drill down to the lowest level where cost performance is captured.
   3. Reports shall be delivered on a monthly basis.

**Annex C5 – Risk and Opportunity Management Plan (ROMP) – DID-PC-005A**

1. **Title:** RISK MANAGEMENT
2. **Number:** DID-PC-005A
3. **Version:** Draft
4. **Delivery Schedule:** TBC.
5. **Applicable Forms:**
6. **Description:** The Contractor shall maintain a Risk and Opportunity Management Plan (ROMP) that enables a formal risk process to be managed in conjunction with the Authority.  The Contractor shall make it possible for the Authority to engage with the regular risk update process via regular risk reviews and formal risk reporting.
7. **Use/Relationship:**
   1. The Authority will use the risk management process to:
      1. Assess and evaluate potential events that might have either a positive or negative impact on the delivery of the baseline scope of work;
      2. Enable joint risk management effort between the Authority and the Contractor.
8. **Applicable Standards, Governance & Relevant Documentation**
   1. APM Project Risk Analysis and Management guide (PRAM).
   2. APM Interfacing Risk and Earned Value Management guide.
   3. APM Prioritising Project Risks guide.
9. **Requirements**
   1. The ROMP defines roles, responsibilities, methodology (process), tools and techniques specific to the project and how threats and opportunities are to be managed through life as part of the overall project management strategy.
   2. In the ROMP the contractor must take due cognisance of the scope of the project (performance, cost and time) to establish a mutually agreed risk appetite (agreed tolerances) that enables the contractor to develop their scoring criteria for cost time and performance.
   3. The process shall:
      1. Establish ownership for significant project risks;
      2. Reduce overall project risk exposure;
      3. Ensure all scope is considered to give a balanced view of risk;
      4. Deliver information in support of the overall project decision making and governance processes;
      5. Enable quantitative analysis to support forecasts of project cost and schedule out-turn.

**Formal Reports**

* 1. In support of the risk management process the following reports are required:
     1. Risk register. Full risk register for contracted scope, defining risk (case, event, consequence), owner, proximity, current and target impact (probability and cost/schedule/performance impact) and associated management responses. The register shall cover both risks (threats) and opportunities.
     2. Risk and opportunity change report. Standard Risk Report - Risk & Opportunities Change Report. Report of risks that have been escalated to a higher level for action/ information.
     3. Risk profile. Risk exposure profiled over the duration of the contract.
     4. Risk / opportunity pre & post mitigation response. Waterfall charts highlighting reduction in risk as a result of mitigation actions.
     5. Risk & Opportunities Process Health metrics report. Information reported for each month and includes; Total number of risks, risks added, closed, updated, review planned, review overdue, scoring updated - increased - decreased, risk escalated / de-escalated, plan added - updated, responses added, response completed before due date, response completed after due date, response completed before trigger date, response completed after trigger date, responses updated.

1. **Preparation Instructions:**
   1. The content requirements of this data item should be considered as a minimum standard that is required.
2. **Data Format & Delivery Instructions**
   1. The data item shall comply with the general format, content and preparation instructions contained in this DID.
   2. Documents are to be delivered in both static and electronic format to the Authority and in accordance with the CDRL timescales.
   3. Reports shall be delivered on a monthly basis.

**Annex C6 – Baseline Change Control – DID-PC-006A**

1. **Title:** BASELINE CHANGE CONTROL
2. **Number:** DID-PC-006A
3. **Version:** Draft
4. **Delivery Schedule:** TBC.
5. **Applicable Forms:**
6. **Description:** The change control process describes how the baseline will be maintained under configuration control, including defining how revisions will be analysed, communicated and approved (in conjunction with the Authority when appropriate).
7. **Use/Relationship:**
   1. The Authority will use the change management process to:
      1. Assess and approve potential changes to the baseline where they break defined thresholds as agreed with the authority;
      2. Assess and understand potential impact to the funding profile and key dates as agreed with the MOD Front Line Command via the CASP;
      3. Understand the status of changes and as such the basis of the performance measurement baseline;
      4. Enable the Authority to obtain visibility of specific change request documentation where it is requested.
8. **Applicable Standards, Governance & Relevant Documentation**
   1. DEFCON 620: Contract change control procedure.
   2. DEFCON 503: Formal amendments to contract.
   3. APM Planning, Scheduling, Monitoring and Control (PSMC) guide.
9. **Requirements**
   1. The change control process shall:

9.1.1. Document, track and communicate to stakeholders’ changes to the Performance Measurement Baseline;

9.1.2. Ensure that the full impact of any change is articulated, including scope, schedule and budget;

9.1.3. Ensure that all changes are assessed and endorsed by the right group of stakeholders;

9.1.4. Reconcile current budgets to prior budgets in terms of changes to the authorised work in the detail needed by management for effective control;

9.1.5. Control retroactive changes to records pertaining to work performed that would change previously reported amounts for actual costs, earned value, or budgets. Adjustments should be made only for correction of errors, routine accounting adjustments, effects of customer or management directed changes, or to improve the baseline integrity and accuracy of performance measurement data;

9.1.6. Allow a forward view of potential changes;

9.1.7. Prevent revisions to the budget except for authorised changes;

9.1.8. Be in accordance with best practice as defined by the standards referenced above (i.e. not be used to cover poor performance).

* 1. The Contractor’s Change Control Process is required to accept and control:

9.2.1. Internal changes that do not impact the contract – can often be processed without the need for Authority approval, but specialist requirements, e.g., safety, may result in a requirement for Authority assessment and endorsement;

9.2.2. Internally raised changes that impact the contract – will always require formal approval from the Authority (DEFCON 620). Changes that impact the contract include any that has an impact on contractually agreed scope, milestones, or the funding split across financial years;

9.2.3. Externally directed changes – raised by the Authority and formally submitted to the Contractor in accordance with DEFCON 503. This DEFCON also requires that the Contractor submit their response back to the Authority in a set format and timescales.

* 1. All changes are required to follow the agreed formal process, noting that changes that impact contract must also follow the associated commercial processes before being contractually agreed.

1. **Formal Reports**

10.1. In support of the change management process the following reports are required:

10.1.1. Contract Baseline Change Request Log. Baseline Change Requests (BCR), impact statements and approval status. The log shall cover all identified changes, including potential and approved changes. Access shall be provided to individual BCRs as required.

10.1.2. Contingency drawdown reports. Indicates contractor forecast contingency burn rate (i.e. Risk Drawdown, uncertainty or associated BCR) for both cost and schedule

1. **Preparation Instructions:**
   1. The content requirements of this data item should be considered as a minimum standard that is required.
   2. The agreed change thresholds shall be defined within the PCMP.
2. **Data Format & Delivery Instructions**
   1. The data item shall comply with the general format, content and preparation instructions contained in this DID.
   2. Documents are to be delivered in both static and electronic format (MS Excel, XER or other format agreed with the Authority) to the Authority and in accordance with the CDRL timescales.
   3. Reports shall be delivered on a monthly basis.

**Annex C7 – Cost Collection Reports – DID-PC-007A**

1. **Title:** COST COLLECTION REPORTS
2. **Number:** DID-PC-007A
3. **Version:** Draft
4. **Delivery Schedule:** TBC
5. **Applicable Forms:**
6. **Description:** The majority of cost information will be provided via the PCMS as part of the normal reporting against the system (see DID-PC-001A and DID-PC-004A). The intent of the cost collection reports is to supplement this information where there is an additional business need for the Authority.
7. **Use/Relationship:**
   1. The Authority will use the cost data provided to support its financial reporting obligations.
8. **Applicable Standards, Governance & Relevant Documentation**
   1. DEFCON 647 - Financial Management Information
9. **Requirements**
   1. In support of the financial management process the following reports are required:
      1. Transaction Report. List of the transactions (data) to support an invoice.
      2. In-Year Cash Forecast. The Contractor shall provide a cash forecast summary for both in-year and 10-year periods.
      3. Fee Projection. Where the fee is variable, a report indicating the value of the fee still available to be claimed.
      4. Cost Report. A report detailing costs that have been incurred in month to include those not yet invoiced. The report will be required at a frequency defined by the Authority.
10. **Preparation Instructions:**
    1. NA
11. **Data Format & Delivery Instructions**
    1. Documents are to be delivered in both static and electronic format to the Authority and in accordance with the CDRL timescales.
    2. Reports shall be delivered on a frequency as agreed with the Authority.

**Annex D – DID Evaluation Pro-Forma**

Data Item Description Evaluation Pro-forma

Any agreed tailoring to the requirements in the following templates must be incorporated in the specific Contract terms and conditions. The DID’s themselves should not be altered.

The content requirements within the data items should be considered as the minimum standard that is required. It is not intended to constrain or otherwise restrict the inclusion of any content required to effectively develop the plan or implement the PCMS requirements within the Contract.

|  |  |
| --- | --- |
| **CDRL Deliverable Title** |  |
| **DID No** |  |
| **Version** |  |
| **Date of Delivery** |  |
| **Review Deadline** | [XX days post-delivery\*] |
|  |  |
| **Reviewed by:** | [List names of those who have reviewed this document\*] |
| **Accepted/Rejected Decision** | [Please detail if the deliverable has been accepted or rejected based on whether the document conforms to the requirements within the relevant DID.\*] |

|  |  |  |
| --- | --- | --- |
| **Section/**  **Para No/**  **Reference** | **Comments/Observations**  **Please note any specific non-conformances against the relevant DID** | **Reviewer** |
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\* Content in grey should be considered as a prompt

**Annex E – Contract Data Requirement List (CDRL)**

The CDRL will incorporate a full list of contract deliverables covering all aspects of Project Controls; below are those aspects that relate to EVM only.

| Ref No | Title | DID Ref if applicable | Delivery Schedule | Decision Required | Acceptance Criteria | Intended Use |
| --- | --- | --- | --- | --- | --- | --- |
| CDRL-PC-001A | Project Controls Management Plan (PCMP) | DID-PC-001A | Initial– as part of Tender submission  Final Delivery – Contract Award +30 days  Updates – 30 days prior to implementation significant changes to Contractor PCMS | Review  Accept/Reject  Accept/Reject  Accept/Reject | Document Compliance with DID-PC-001A | Demonstrate compliance with Nominated PC Standard and the contractor’s proposed means of meeting the Authority’s PC management and data requirements. |
| CDRL-PC-002A | Contract Work Breakdown Structure (CWBS) | DID-PC-002A | Initial– as part of Tender submission  Final– Contract Award + 30 days | Review  Accept/Reject | Compliance with DID-PC-002A and conformance with Authority WBS | Ensure intended scope is captured in the contractor’s Baseline. |
| CDRL-PC-003A | Contractor Master Schedule  (CMS) | DID-PC-003A | Initial delivery – Tender submission –In accordance with the tender submission deadline  Post Contract Award + 60 Days.  Updates to be provided on a monthly basis (or alternative timescale to be agreed by the Delivery Team) | Review  Accept/Reject | Compliance in accordance with DID-PC-003A.  Delivery does not constitute Authority Acceptance of the initial delivery or the baseline | Assess progress achieved and predicted outcome |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| CDRL-PC-004A | Contract and Schedule Status Report (CSSR) | DID-PC- 004A | Initial delivery – Contract Award + 60 days  Subsequent Delivery – end of calendar month +3 days | Accept/Reject | Compliance in accordance with DID-PC-004A | Assess performance and progress achieved |
| CDRL-PC-005A | Risk and Opportunity Management Plan (ROMP) | DID-PC-005A | Initial delivery – Contract Award + 60 days  Subsequent Delivery – end of calendar month +21 days | Accept/Reject | Compliance in accordance with DID-PC-005A | Assess risk position. |
| CDRL-PC-006A | Change Control | DID-PC-006A | Initial delivery – Contract Award + 60 days  Subsequent Delivery – end of calendar month +3 days | Accept/Reject | Compliance in accordance with DID-PC-006A | Assess pending changes. |
| CDRL-PC-007A | Cost Collection | DID-PC-007A | Initial delivery – Contract Award + 60 days  Subsequent Delivery – end of calendar month +3 days | Accept/Reject | Compliance in accordance with DID-PC-007A | Assess cost incurred. |

Annex G9: Cost and Schedule Status Report for Contractors

|  |  |
| --- | --- |
| Government Furnished Equipment (GFE) | Equipment that is furnished by the government. |
| Government Furnished Information (GFI) | Information that is furnished by the government. |
| Government Furnished Structures (GFS) | Structures or facilities that are furnished by the government. |
| Government Furnished Items (GFX) | Includes Government Furnished Equipment (GFE), Government Furnished Assets (GFA), Government Furnished Information (GFI), and Government Furnished Structures (GFS). |
| Integrated Baseline Review (IBR) | An assessment of the content and integrity of the performance measurement baseline. |
| Major Subcontractor(s) | Those subcontractors where the subcontractor portion of the overall contract cost is equal to or greater than 20% or £20M of the contract |
| Managerially Significant | Having importance and recognition to the management team. |
| Mandated EVMS Review | A required assessment. |
| Mandated Reviews | Required assessments. |
| New Contract Phases | Additional, subsequent portions of a scope of work. |
| Nominated EV Standard | The standard that has either been mandated or agreed as governing the Earned Value requirements for a contract. |
| Payment Milestone | A milestone that has a payment value associated with it. |
| Performance Measurement Baseline (PMB) | A time-phased budget of the work to be performed against which cost and schedule performance is measured |
| Pre-Contract Award Readiness Review | An assessment of a contractor’s ability to execute a contract should it be awarded |
| Project Control Manager (PCM) | The senior member of the project control team. |
| Project Controls | The organisation tasked with developing and implementing data gathering, management and analytical processes that predict, understand and constructively influence time and cost outcomes. |
| Project Controls System Description (PCSD) | A narrative that identifies and describes how a project control system will be implemented, including the data gathering, management and analytical processes used to predict, understand and constructively influence time and cost outcomes. |
| Project Management Plan (PMP) | A narrative that documents the actions necessary to define, prepare, integrate and coordinate the various project activities, including how it will be executed, monitored, controlled, and closed. |
| Readiness Assessments | The Contractor process for measuring organisational preparedness and identification of needs and development prior to the execution of major phases of a contract. |
| Risk Register | A log or table that contains the identified risks for performing a body of work. It includes a description of the risks, a description of the actions which are to be taken to avoid or reduce the risk, the probability of occurrence and the impact if realised. |
| Statement of Work (SOW) | A narrative of the scope to be accomplished. |
| Suitably Qualified and Experienced Personnel (SQEP) | A person or persons with sufficient demonstrated experience and relevant qualifications to provide assurance that they will be able to accomplish the work assigned to them. |
| Schedule Variance (SV) | The difference between the Earned Value (EV) and the Planned Value (PV). |
| System Surveillance | An assessment which is undertaken to assure that a system, such as an EVMS, is performing as expected. |
| Variance at Completion (VAC) | The difference between the Budget at Completion (BAC) and the Estimate at Completion (EAC). |
| Work Breakdown Structure (WBS) | Defines how the scope of work is subdivided to accomplish the overall objective. |

# Schedule 28 – Personal Data Particulars (DEFFORM 532 Edn 10/19)

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

|  |  |
| --- | --- |
| **Data Controller** | The Data Controller is the Secretary of State for Defence (the Authority).  The Personal Data will be provided by:  Personal data is provided by the individual. The individual can be any military, authorised MoD employed civilian passengers and their families, Foreign Nationals and civilians flying via the Air Transport Fleet (ATF) & MoD sponsored charter aircraft.  Details of passenger(s) entered onto a booking form by the passenger and passenger sponsor and emailed to relevant MoD Travel/Booking office. |
| **Data Processor** | The Data Processor is the Contractor.  The Personal Data will be processed at:  Detail to be completed post contract award |
| **Data Subjects** | The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects:  The data subject can be any military personnel, authorised MoD employed civilian passengers and their families, Foreign Nationals and civilians flying via the Air Transport Fleet (ATF) & MoD sponsored charter aircraft |
| **Categories of Data** | The Personal Data to be processed under the Contract concern the following categories of data:  Forenames, Surname, title/rank, address, Passport & Service numbers, (For Foreign Nationals address whilst in UK, Nationality, DOB), DOB for all infants & children. Medical data such as remarks like; leg in plaster, passenger requires aisle seat. Allergens and special in-flight meal requests such as nut free meal, vegetarian meal required. |
| **Special Categories of data (if appropriate)** | The Personal Data to be processed under the Contract concern the following Special Categories of data:  N/A |
| **Subject matter of the processing** | The processing activities to be performed under the contract are as follows:  Create flight bookings with accurate passenger details, flight/route details, create and maintain accurate Passenger Manifests & Airport Lists. Secondary use - Utilised by the RAF Casualty Cell in response to an Aircraft major incident (Crash) to confirm number and names of passengers. For foreign nationals the data is utilised by the UK Border Force to monitor and approve access to the UK. Additionally, the data can provide a management audit trail if the need arises to allow a user of the application to trace from a specific passenger booking event. |
| **Nature and the purposes of the Processing** | The Personal Data to be processed under the Contract will be processed as follows:  Create flight bookings with accurate passenger details, flight/route details, create and maintain accurate Passenger Manifests & Airport Lists. Secondary use - Utilised by the RAF Casualty Cell in response to an Aircraft major incident (Crash) to confirm number and names of passengers. For foreign nationals the data is utilised by the UK Border Force to monitor and approve access to the UK. Additionally, the data can provide a management audit trail if the need arises to allow a user of the application to trace from a specific passenger booking event. |
| **Technical and organisational measures** | The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract:  DAPSS users access to the application only via the RLI Network if they hold a valid DII/MODnet user account. Access to DAPSS only if they hold a valid individual DAPSS user account with an individually created password.  The application in normal work mode can only be accessed via the MoD RLI network.  Further Supplier organisational specific measures to be supplied post contract award |
| **Instructions for disposal of Personal Data** | 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):  Data is retained for as long as it is relevant to the MoD, now and in the future. Any data will be retained, archived and purged according to the authority’s retention periods. |
| **Date from which Personal Data is to be processed** | Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here:  N/A |

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

# Schedule 29 – Meeting Governance

**Overview**

1. The columns in Table 1 and Table 2 are as follows:

* ID - A unique identifier for each meeting (used only for the purposes of this tender pack).
* Title - A title, and, where necessary, a short description of each item.
* Periodicity - Indicates the frequency with which meetings should be held.
* Purpose - Indicates the purpose of the meeting.
* Location - Indicates the location of the meeting.
* Attendance - Indicates the required attendees of the meeting.
  + - Outputs required- Indicates the required outputs to the meeting (all outputs are required within 10 working days of the Meeting. Review/Acceptance will be provided by the Authority PM/OM within 5 working days of receipt).

**Implementation Phase**

1. Table 1 shows the minimum set of engagements that the Supplier would be required to attend with the Authority during the Implementation Phase.
2. The Supplier will have the opportunity to describe in more detail how they propose to work with the Authority to ensure a successful delivery of the DAPSS Solution.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **ID** | **Title** | **Periodicity** | **Purpose** | **Location** | **Attendance** | **Outputs required** |
| 0 | Contract Start up Meeting | At contract startup | Review of:  Roles, responsibilities and authority of key staff;  Scope and goals of the Contract (T&Cs review);  Communications; governance;  Compliance and obligations;  Delivery, payment, invoicing regime;  Performance monitoring;  Change management & controls;  Inventory/supply chain/GFA;  Initial Tasking requirements;  Progress meetings;  Deliverable documentation schedule. | RAF Brize Norton or  Abbey Wood, Bristol | Authority PM and workstream leads as required  Supplier PM and workstream leads as required  Commercial | Record of Actions & Decisions  Minutes |
| 1 | Monthly Management Meeting | Monthly | Review of progress, risks, opportunities, issues. | Abbey Wood, Bristol  VTC / TC / Teams as appropriate | Authority PM and workstream leads as required  Supplier PM and workstream leads as required | Progress Report |
| 2 | Weekly Checkpoint | Weekly | Review of progress in week and identification of any blockers | VTC / TC / Teams as appropriate | Authority PM  Supplier PM | Update Dashboard |
| 3 | Project Board | Quarterly | Management Review of Project Progress | RAF Brize Norton or  Abbey Wood, Bristol | BMfS  Hd Apps & AI  Authority PM  Supplier Project Director | Record of Actions & Decisions  Minutes |
| 4 | Preliminary Design Review | At completion of preliminary design | The PDR is a product and process assessment to ensure that the proposed system solution under review can proceed into detailed design and meet the stated performance requirements in the within the approved PTC and risk constraints. | RAF Brize Norton or  Abbey Wood, Bristol | As Required | System Requirements Document (SRD)  Project Logical Architecture  Project Solution Architecture  Technology Road Maps (TRMs)  Project Solution Maturity Assessment (if provided)  Project Solution Maturity Plan (if provided)  Verification and Validation Requirements Matrix (VVRM)  Project Risks, Assumptions, Issues, Dependencies and Opportunities (RAIDO). |
| 5 | Critical Design Review | At completion of detailed design | To confirm the system design is stable and is expected to meet all aspects of functionality, system performance, regulatory and quality requirements | RAF Brize Norton or  Abbey Wood, Bristol | As Required | A solution design  System Requirements Document (SRD)  Project Logical Architecture  Project Physical Architecture  Project Risks, Assumptions, Issues, Dependencies and Opportunities (RAIDO) (Industry). |
| 6 | Test Readiness Review | Ad Hoc | To ensure that all required facets are in place to conduct the necessary testing. | RAF Brize Norton or  Abbey Wood, Bristol | Authority PM, Authority Test Lead, Supplier Test Lead, Supplier PM | Test Plans |
| 7 | Test Planning Meeting | Ad Hoc | To plan in detail the testing activities | RAF Brize Norton or  Abbey Wood, Bristol | Authority PM, Authority Test Lead, Supplier Test Lead, Supplier PM | Test Strategy  Test Phase Exit Reports |
| 8 | ‘Go Live’ Planning | Ad Hoc | To plan in detail the ‘Go Live’ activities | RAF Brize Norton or  Abbey Wood, Bristol | Authority PM, Authority Rollout Lead, Supplier Rollout Lead, Supplier PM | As required |
| 9 | ‘Go Live’ Readiness | Ad Hoc | To ensure that all required facets are in place to ‘Go Live’ | RAF Brize Norton or  Abbey Wood, Bristol | Authority PM, Authority Rollout Lead, Supplier Rollout Lead, Supplier PM | Back Out plan  As required |
| 10 | Management Review | Quarterly | Review of Risks, Issues and Opportunities. | RAF Brize Norton or  Abbey Wood, Bristol | Supplier Account Management, Authority Capability Owner | Supplier of maintain and provide RIO documentation. |
| 11 | Ad Hoc Technical | As Required | NA | RAF Brize Norton or  Abbey Wood, Bristol | As Required | As required |
| 12 | Accreditor Engagement | Singular followed by as required | To agree the strategy for Accreditation followed by ensuring Accreditation. | As required | As Required | Authority R&D Board approval  As Required |

**Table 1  - Meeting Schedule for the Implementation Phase**

**In Service (Sustainment) Phase**

1. Table 2 shows the minimum set of engagements that the Supplier would be required to attend with the Authority during the In Service Phase.
2. The Supplier will have the opportunity to describe in more detail how they propose to work with the Authority to ensure a successful sustainment of the DAPSS Solution.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **ID** | **Title** | **Periodicity** | **Purpose** | **Location** | **Attendance** | **Outputs required** |
| 1 | Quarterly Contract Review (QCR) | Quarterly  (every 4th Quarterly Review to be extended to include Annual Contract Review) | The Supplier shall hold quarterly contract review meetings with the Authority to discuss overall contract performance.  The standing agenda for the quarterly contract review will include:   * Application availability and performance * Customer service performance * Security compliance * Patching compliance * Safety & Environmental performance * Obsolescence * Additional tasking review * Planned maintenance periods   Every 4th Quarterly Review to be extended to include Annual Contract Review.  Agenda to be as above, with addition of:   * Safety and Environmental Management Plan (SEMP) review | RAF Brize Norton or  Abbey Wood, Bristol  VTC/TC/Teams as appropriate | Supplier Service Delivery Manager,  Authority Service Delivery Manager | 1 x Action Log  1 x QCR Minutes  All outputs are required within 10 working days of the QCR.  Review/Acceptance will be provided by the Authority PM/OM within 5 working days of receipt. |

**Table 2 - Meeting Schedule for the In-Service Phase**

1. MODNET - a secure military network owned by the United Kingdom's Ministry of Defence. [↑](#footnote-ref-2)