



DE&S

Contract Number :
TSSP/065

Description:
Area Weapons Effects Simulator Support and Repair (AWES)
Support and Repair (S&R)

1 TABLE OF CONTENTS

2 GENERAL CONDITIONS	PAGE 1
DEFCON68 (EDN.02/17) - SUPPLY OF DATA FOR HAZARDOUS ARTICLES, MATERIALS AND SUBSTANCES	PAGE 1
DEFCON501 (EDN.08/16) - DEFINITIONS AND INTERPRETATIONS	PAGE 1
DEFCON503 (EDN.12/14) - FORMAL AMENDMENTS TO CONTRACT	PAGE 1
DEFCON515 (EDN.02/17) - BANKRUPTCY AND INSOLVENCY	PAGE 1
DEFCON516 (EDN.04/12) - EQUALITY	PAGE 1
DEFCON518 (EDN.02/17) - TRANSFER	PAGE 1
DEFCON520 (EDN.02/17) - CORRUPT GIFTS AND PAYMENTS OF COMMISSION	PAGE 1
DEFCON521 (EDN.04/12) - SUB-CONTRACTING TO SUPPORTED BUSINESSES	PAGE 1
DEFCON526 (EDN.08/02) - NOTICES	PAGE 1
DEFCON527 (EDN.09/97) - WAIVER	PAGE 1
DEFCON528 (EDN.05/12) - OVERSEAS EXPENDITURE, IMPORT AND EXPORT LICENCES	PAGE 1
DEFCON528APP (EDN.) - APPENDIX TO DEFCON 528 – OVERSEAS EXPENDITURE, IMPORT AND EXPORT LICENCES	PAGE 1
DEFCON 529 (EDN 09/97) - LAW (ENGLISH)	PAGE 1
DEFCON530 (EDN.12/14) - DISPUTE RESOLUTION (ENGLISH LAW)	PAGE 1
DEFCON531 (EDN.11/14) - DISCLOSURE OF INFORMATION	PAGE 1
DEFCON532A (EDN.06/10) - PROTECTION OF PERSONAL DATA	PAGE 1
DEFCON537 (EDN.06/02) - RIGHTS OF THIRD PARTIES	PAGE 1
DEFCON538 (EDN.06/02) - SEVERABILITY	PAGE 1
DEFCON539 (EDN.08/13) - TRANSPARENCY	PAGE 1
DEFCON550 (EDN.02/14) - CHILD LABOUR AND EMPLOYMENT LAW	PAGE 1
DEFCON 656B (EDN. 08/16 - TERMINATION FOR CONVENIENCE £5M AND OVER	PAGE 1
DEFCON659A(EDN.11/14) -SECURITY MEASURES	PAGE 2
DEFCON566 (EDN.10/16) - CHANGE OF CONTROL OF CONTRACTOR	PAGE 1
DEFCON620 (EDN.06/14) - CONTRACT CHANGE CONTROL PROCEDURE	PAGE 1
DEFCON646 (EDN.10/98) - LAW AND JURISDICTION (FOREIGN SUPPLIERS)	PAGE 1
DEFCON660 (EDN.12/15) - OFFICIAL-SENSITIVE SECURITY REQUIREMENTS	PAGE 2
DEFCON670 (EDN.02/17) - TAX COMPLIANCE	PAGE 2
2.1.COMPLIANCE WITH THE ELECTRONIC TRANSACTIONS AGREEMENT	PAGE 2
2.2.NOT USED	PAGE 2
2.3.PRECEDENCE	PAGE 2
2.4.INTERPRETATION	PAGE 2
2.5.DURATION	PAGE 2
2.6 SUSTAINABLE PROCUREMENT - BEST PRACTICE	PAGE 2
2.7 SUSTAINABLE PROCUREMENT - LEGISLATIVE REQUIREMENTS	PAGE 3
2.8 CONTRACTORS RESPONSIBILITY	PAGE 3
2.9 ACCESS TO PREMISES AND TECHNICAL INFORMATION	PAGE 3
2.10INSURANCE	PAGE 3
2.11CHANGE OF CONTROL OF CONTRACTING UUTHORITY	PAGE 3
3 SPECIFICATIONS, PLANS, ETC	PAGE 5
DEFCON117 (EDN.10/13) - SUPPLY OF INFORMATION FOR NATO CODIFICATION AND DEFENCE INVENTORY	
INTRODUCTION	PAGE 5
DEFCON129 (EDN.11/16) - PACKAGING (FOR ARTICLES OTHER THAN MUNITIONS)	PAGE 5
DEFCON129J (EDN.02/16) - THE USE OF THE ELECTRONIC BUSINESS DELIVERY FORM	PAGE 5
DEFCON502 (EDN.06/14) - SPECIFICATIONS CHANGES	PAGE 5
DEFCON601 (EDN.04/14) - REDUNDANT MATERIEL	PAGE 5
DEFCON602A (EDN.12/06) - DELIVERABLE QUALITY PLAN	PAGE 5
DEFCON603 (EDN.10/04) - AIRCRAFT INTEGRATION AND CLEARANCE PROCEDURE	PAGE 5
DEFCON606 (EDN.06/14) - CHANGE AND CONFIGURATION CONTROL PROCEDURE	PAGE 5
DEFCON607 (EDN.05/08) - RADIO TRANSMISSIONS	PAGE 5
DEFCON608 (EDN.10/14) - ACCESS AND FACILITIES TO BE PROVIDED BY THE CONTRACTOR	PAGE 5
DEFCON627 (EDN.12/10) - QUALITY ASSURANCE - REQUIREMENT FOR A CERTIFICATE OF CONFORMITY	PAGE 5
DEFCON637 (EDN. 11/16) - DEFECT INVESTIGATION AND LIABILITY	PAGE 5
3.1 QUALITY ASSURANCE	PAGE 5
3.2 QUALITY ASSURANCE REPRESENTATIVE	PAGE 5
3.3 SAFETY	PAGE 6
3.4 INDEPENDENT SAFETY ADVISOR	PAGE 6
4 PRICE	PAGE 7

DEFCON619A (EdN.09/97) - CUSTOMS DUTY DRAWBACK	PAGE 7
DEFCON654 (EdN.10/98) - GOVERNMENT RECIPROCAL AUDIT ARRANGEMENTS.....	PAGE 7
DEFCON800 (EdN.12/14) - QUALIFYING DEFENCE CONTRACT	PAGE 7
DEFCON801 (EdN.12/14) - AMENDMENTS TO QUALIFYING DEFENCE CONTRACTS – CONSOLIDATED VERSIONS	PAGE 7
DEFCON802 (EdN.12/14) - QDC: OPEN BOOK ON SUB-CONTRACTS THAT ARE NOT QUALIFYING SUB-CONTRACTS	PAGE 7
DEFCON804 (EdN.03/15) - QDC: CONFIDENTIALITY OF SINGLE SOURCE CONTRACT REGULATIONS INFORMATION	PAGE 7
4.1 PRICING STRATEGY.....	PAGE 7
4.2 REDACTED	PAGE 7
4.3 EXERCISE OF OPTIONS.....	PAGE 7
4.4 OPTION PRICES.....	PAGE 7
4.5 SPARES PRICES.....	PAGE 7
5 INTELLECTUAL PROPERTY RIGHTS	PAGE 8
DEFCON21 (EdN.10/04) - RETENTION OF RECORDS	PAGE 8
DEFCON90 (EdN.11/06) - COPYRIGHT	PAGE 8
DEFCON91 (EdN.11/06) - INTELLECTUAL PROPERTY RIGHTS IN SOFTWARE.....	PAGE 8
DEFCON632 (EdN.08/12) - THIRD PARTY INTELLECTUAL PROPERTY - RIGHTS AND RESTRICTIONS	PAGE 8
5.1.CONFIDENTIALITY.....	PAGE 8
5.2.INDEMNITY.....	PAGE 9
5.3.INVENTIONS AND DESIGNS - CROWN RIGHTS AND OWNERSHIP OF PATENTS AND REGISTERED DESIGNS.....	PAGE 10
6 LOANS.....	PAGE 13
DEFCON23 (EdN.08/09) - SPECIAL JIGS, TOOLING AND TEST EQUIPMENT	PAGE 13
DEFCON76 (EdN.12/06) - CONTRACTOR'S PERSONNEL AT GOVERNMENT ESTABLISHMENTS	PAGE 13
DEFCON611 (EdN.02/16) - ISSUED PROPERTY.....	PAGE 13
DEFCON694 (EdN.03/16) - ACCOUNTING FOR PROPERTY OF THE AUTHORITY	PAGE 13
6.1 ISSUE OF JIGS, TOOLS, ETC AS CONTRACT SUPPORT ITEMS (ITEMS NOT KNOWN AT OUTSET).....	PAGE 13
6.2 LICENCES	PAGE 13
7 DELIVERY	PAGE 14
DEFCON5J (EdN.011/16) - UNIQUE IDENTIFIERS	PAGE 14
DEFCON507 (EdN.10/98) - DELIVERY	PAGE 14
DEFCON514 (EdN.08/15) - MATERIAL BREACH	PAGE 14
DEFCON524 (EdN.10/98) - REJECTION.....	PAGE 14
DEFCON525 (EdN.10/98) - ACCEPTANCE.....	PAGE 14
DEFCON612 (EdN.10/98) - LOSS OF OR DAMAGE TO THE ARTICLES	PAGE 14
DEFCON621B (EdN.10/04) - TRANSPORT (IF THE CONTRACTOR IS RESPONSIBLE FOR TRANSPORT).....	PAGE 14
F	
7.1 REPAIR AND MAINTENANCE INFORMATION	PAGE 14
7.2 FORCE MAJEURE	PAGE 17
7.3 EXPORT LICENSES	PAGE 18
8 PAYMENTS/RECEIPTS.....	PAGE 19
DEFCON513 (EdN.11/16) - VALUE ADDED TAX.....	PAGE 19
DEFCON522 (EdN.11/16) - PAYMENT & RECOVERY OF SUMS DUE.....	PAGE 19
DEFCON534 (EdN.11/16) - SUB CONTRACTING & PROMPT PAYMENT.....	PAGE 19
DEFCON649 (EdN.12/16)- VESTING.....	PAGE 19
8.1 MILESTONE PAYMENTS.....	PAGE 19
9 CONTRACT ADMINISTRATION.....	PAGE 20
DEFCON604 (EdN.06/14) - PROGRESS REPORTS.....	PAGE 20
DEFCON609 (EdN.06/14) - CONTRACTOR'S RECORDS.....	PAGE 20
DEFCON642 (EdN.06/14) - PROGRESS MEETINGS	PAGE 20
DEFCON647 (EdN.09/13) - FINANCIAL MANAGEMENT INFORMATION	PAGE 20
9.1 METTINGS.....	PAGE 20
9.2 Co-OPERATION OF EXPIRY OF CONTRACT	PAGE 20
9.3 ALTERNATE DISPUTE RESOLUTION.....	PAGE 20
9.4 AMENDMENT TO CONTRACT	PAGE 20
9.5 TASKING PROCEDURE	PAGE 20
9.6 TUPE.....	PAGE 21

10. CONDITIONS FOR CONTRACTING IN CANADA

10.1 LICENSING	PAGE 30
10.2 SITE REGULATIONS	PAGE 30
10.3 WORKERS' COMPENSATION	PAGE 30
10.4 SAFETY REGULATIONS AND LABOUR CODES.....	PAGE 30
10.5 INTERNATIONAL SANCTIONS.....	PAGE 30
10.6 STATUS OF CONTRACTOR.....	PAGE 30
10.7 COMPLIANCE WITH APPLICABLE CANADIAN LAWS	PAGE 30
10.8 SUB-CONTRACTING	PAGE 31
10.9 ASSIGNMENT	PAGE 31
10.10 SECURITY AND PROTECTION OF THE WORK.....	PAGE 31
10.11 INDEMNITY AGAINST THIRD PARTY CLAIMS.....	PAGE 31
10.12 ENVIRONMENTAL CONSIDERATIONS	PAGE 32

1. SCHEDULE OF REQUIREMENTS

	MINISTRY OF DEFENCE	Tender No
	Schedule of Requirements for Area Weapons Effects Simulator (AWES) Support and Repair	TSSP/065
Issued With DEFFORM 10	On	Previous Contract No JBTSC/0235

Requirements

Item	Description	Notes to Supplier	Price Currency (fill out 1 box per row)		
			GBP £ (Ex VAT)	US \$ (Ex VAT)	CDN \$ (Ex VAT)
1					
2					
3					
4					
5					
6					

Item	Description	Notes to Supplier	Price Currency (fill out 1 box per row)		
			GBP £ (Ex VAT)	US \$ (Ex VAT)	CDN \$ (Ex VAT)

7					
8					
9					
10					

2. GENERAL CONDITIONS

DEFCON68 (Edn.02/17) - Supply of Data for Hazardous Articles, Materials and Substances

DEFCON501 (Edn.08/16) - Definitions and Interpretations

DEFCON503 (Edn.12/14) - Formal Amendments To Contract

References within DEFCON 503 to DEFCONs 127 and 643 are to be replaced by DEFCONS 800,801,802 and 804

DEFCON515 (Edn.02/17) - Bankruptcy and Insolvency

DEFCON516 (Edn.04/12) – Equality

DEFCON 516 is to be included in all sub-contracts placed with United Kingdom based sub-contractors and shall only apply to these sub-contracts over a threshold of £1M total subcontract value over three years. For all other sub-contracts over a threshold £1M total subcontract value over three years,

DEFCON518 (Edn.02/17) - Transfer

DEFCON520 (Edn.02/17) - Corrupt Gifts and Payments of Commission

DEFCON526 (Edn.08/02) - Notices

DEFCON527 (Edn.09/97) - Waiver

DEFCON528 (Edn.05/12) - Overseas Expenditure, Import and Export Licences

DEFCON528App (Edn.) - Appendix to DEFCON 528 – Overseas Expenditure, Import and Export Licences

DEFCON 529 (Edn 09/97) – Law (English)

DEFCON530 (Edn.12/14) - Dispute resolution (English law)

DEFCON531 (Edn.11/14) - Disclosure of Information

DEFCON532A (Edn.06/10) - Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

DEFCON537 (Edn.06/02) - Rights of Third Parties

DEFCON538 (Edn.06/02) - Severability

DEFCON539 (Edn.08/13) - Transparency

DEFCON550 (Edn.02/14) - Child Labour and Employment Law

DEFCON566 (Edn.10/16) - Change of Control of Contractor

DEFCON620 (Edn.06/14) - Contract Change Control Procedure

DEFCON646 (Edn.10/98) - Law and Jurisdiction (Foreign Suppliers)

DEFCON656B (Edn.08/16) – Termination for Convenience £5m and over

DEFCON659A (Edn.02/17) – Security Measures

DEFCON660 (Edn.12/15) - Official-Sensitive Security Requirements

DEFCON670 (Edn.02/17) - Tax Compliance

2.1. Compliance with the Electronic Transactions Agreement

a. The Authority and the Contractor shall comply with the Electronic Transactions Agreement comprised in the completed DEFFORM 30. The meaning of Purchase Order and Order Acknowledgement messages shall be as defined in the Contract and the terms and conditions of the Contract shall take precedence in all circumstances.

2.2. Not Used

2.3 Precedence

a. In the event of conflict between this Contract and the referenced specifications, plans and any other document(s), the following precedence shall apply;

Contract Terms and Conditions for TSSP/065.

2.4 Interpretation

a. In the event of any conflict arising between the contents of any technical or administrative documents and the terms and conditions of the Contract, the Contractor shall seek immediate direction from the Authority's Commercial Branch. Unless otherwise agreed the terms and conditions of the contract shall take precedence. The precedence of other documents shall be as stated in the Contract.

2.5 Duration

a. The Contract shall be effective from 1st April 2017 and shall expire on 31st March 2020.

2.6 Sustainable Procurement - Best Practice

a. The Contractor is encouraged to bring to the attention of the Authority any measures, which might promote sustainable procurement from a social, economic and environmental point of view.

2.7 Sustainable Procurement - Legislative Requirements

a. The Contractor shall take all reasonable steps to procure the observance of the applicable economic, social and environmental legislation related to the subject matter or the execution of the contract by any servants, employees or agents of the Contractor and any subcontractors engaged in the performance of the Contract.

b. If the Contractor becomes aware of any prosecution or proceedings, for criminal breaches of the applicable economic, social and environmental legislation related to the subject matter or the execution of the Contract, against the Contractor, any servants, employees or agents of the Contractor and any subcontractors engaged in performance of the Contract, the Contractor shall immediately notify the Authority at the address specified in the Contract.

c. Any convictions during the period of the Contract for criminal breaches of the economic, social and environmental legislation related to the subject matter or the execution of the Contract by the Contractor or any of the Contractor's directors/partners or senior management who have powers of representation, decision or control, shall be regarded as a material breach of this Contract.

2.8 Contractor's Responsibility

a. For the purposes of this Contract and the work to be performed thereunder, the Contractor shall be designated as the Prime Contractor, and shall accordingly be wholly responsible to the Authority, subject to the provisions of the Contract, for the timely, economic and proper execution of the Contract .

b. The Contractor's responsibilities referred to in Clause 2.8a above shall apply equally to work carried out by Sub-Contractors in respect of the requirements of the Contract.

c. The Contractor shall ensure that the Terms and Conditions of this Contract are reflected in all Sub-Contracts at whatever level to the extent necessary to enable the Contractor to meet his obligations to the Authority under the Contract.

d. Notwithstanding any official approval of, or expression of satisfaction with any Drawings, Specifications, Schedules or any other relevant technical, administrative or other Documents or Data by the Authority, the Contractor shall be wholly responsible for the efficient and accurate functioning as required by the Contract of all Articles/Services supplied under it, and for ensuring that any design is wholly complete, accurate and meets the specifications of the Contract, such that Articles manufactured to such Design shall similarly meet the Technical Specifications and other requirements of the Contract.

2.9 Access to premises and technical information

a. The Authority's Project Manager or his authorised representative, require reasonable access to the premises where the work on the Contract is being undertaken, and to all technical information relevant to the Contract, for the purposes of keeping in touch with the nature and progress of the work; the Contractor accordingly undertakes to permit such access to his own works and to ensure that similar rights are secured in the terms and conditions of all sub-contracts.

2.10 Insurance

a. Throughout the Contract Period the Contractor shall, at their own cost, procure and maintain employer's liability insurance (worker's compensation), comprehensive general liability insurance and bodily injury and property damage insurance in reasonable amounts commensurate with standard industry practice and in accordance with applicable law.

b. The Contractor shall, if requested by the Authority, provide evidence to the Authority's satisfaction to show that the insurances specified in Clause 2.10a above are in force.

2.11 Change of Control of Contracting Authority

a. The Authority's strategy for the supply of Contractor logistics support and Post design services for AWES may be subject to change during the period of this Contract and this could result in the need for the Authority to consider novating the Contract to a third party. If the Authority decides that it needs to consider novating the Contract to a third party then it will give the Contractor a minimum of twelve (12) months' notice of its intention and will meet the Contractor to discuss the novation within the first three (3) months of this period of notice. The Contractor agrees that it will not unreasonably withhold agreement to any proposed novation to a third party.

b. During the period of notice, the parties shall agree a limit of liability that may be required in the event of any incident or event, that is proven to be the fault of either of the new Contracting Authority or the Contractor, which requires a halt to production and delivery of any of the SOR Items.

c. Any change of Contracting Authority 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 those detailed in the existing Contract. The prices recorded within the terms and conditions shall also remain unchanged in the event of a change of control of contracting authority.

d. The Contractor shall not be required to submit any advice or information, which would be in breach of either any pre-existing non-disclosure agreement or any regulations governing the supply of information to third parties.

e. For the purposes of this Condition 'Control' shall mean the power of a person or organisation to manage the Contract in accordance with the Conditions of Contract;

i. by means of implementing any remedial action required as a result of a breach of the terms and conditions of the Contract;

or

ii. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contract.

f. for the purposes of this Contract and only in the event of a change of Contracting Authority, any references to "MOD, the "Authority" and/or the "Secretary of State for Defence" shall equally mean the Contracting Authority contractor."

3 SPECIFICATIONS, PLANS, ETC

DEFCON117 (Edn.10/13) - Supply Of Information For NATO Codification And Defence Inventory Introduction

DEFCON129 (Edn.11/16) - Packaging (For Articles other than Munitions)

Commercial Packaging (Paragraph 6) shall apply to all packaging.

DEFCON129J (Edn.11/16) - The Use Of The Electronic Business Delivery Form

DEFCON502 (Edn.06/14) - Specifications Changes

DEFCON601 (Edn.04/14) - Redundant Materiel

DEFCON602A (Edn.12/06) - Deliverable Quality Plan

DEFCON606 (Edn.06/14) - Change and Configuration Control Procedure

DEFCON607 (Edn.05/08) - Radio Transmissions

DEFCON 607

DEFCON608 (Edn.10/14) - Access and Facilities to be provided by the Contractor

DEFCON627 (Edn.12/10) – Quality Assurance – Requirement for a Certificate of Conformity

DEFCON637 (Edn.11/16) – Defect Investigation and Liability

3.1. Quality

3.1.1 NATO Quality Assurance Requirements (Design/Development and Production)

a. Quality management is a key element of the overall project. The Contractor shall implement, maintain and document an ISO 9001:2008, or equivalent i.e. AS9100, compliant Quality Management System (QMS), as certified by a UKAS accredited 3rd party certification body. The scope of the Certification shall be appropriate to the requirements of this Contract. Certification shall be maintained throughout the duration of the Contract.

b. The Contractor shall provide a copy of their Quality Management System (QMS) Certification and shall immediately inform the Authority of any amendments or if it is revoked or suspended with immediate effect.

3.1.2 Deliverable Quality Plan

a. Once the Authority has agreed the Deliverable Quality Plan, it shall be incorporated into the Contract. The Contractor shall be solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan in accordance to AQAP 2105.

3.1.3 NATO Quality Assurance Requirements (Design/Development and Production)

a. For the purposes of the Contract AQAP2110 Edition 3 entitled "NATO Quality Assurance Requirement for Design/Development and Production" and Defence Standard 05-61 Part 1 (Concessions) Issue 4 shall apply.

3.1.4 NATO Supplementary Software Quality Assurance Requirements

a. For the purposes of the Contract AQAP 2210, Edition A Version 1 entitles "NATO Supplementary Software Quality Assurance Requirements" to AQAP 2110 and AQAP 2310 shall apply.

3.2. Quality Assurance Representative

a. All reference to the QAR in documents, which form part of this Contract, shall be read as referring to the Authority.

3.3 Safety

a. The Contractor shall ensure that:

- i. the equipment/system is safe to operate and maintain; and
- ii. The requirements stipulated in the Contract for the system safety & environment of the equipment/system are met.

b. The Contractor shall:

- i. in performing the Contract complies with all the statutory duties and obligations relating to safety;

- ii. be responsible for ensuring that none of the specifications in the Contract causes the Contractor to be in breach of any statutory duty or obligation relating to safety.
- iii. to Manage Safety in accordance with DEF-STAN 00-56 Issue 6 Safety Management of Requirements for Defence Systems

c. If after the Contract is agreed, it appears that any specification agreed between the Contractor and the Authority may render the Contractor in breach of any statutory duty or obligation relating to safety:

- i. the Contractor shall immediately draw that fact to the attention of the Authority;
- ii. the Authority may, without prejudice to any of its rights, which may have arisen under sub-clause b above, require the Contractor to vary each such specification at his own expense in a manner acceptable to the Authority and which will not render the Contractor in breach of any statutory duty or obligation relating to safety.

3.4. Independent Safety Advisor

a. The Contractor shall provide access to documentation, including sub-contractor records, for contract purposes, to enable the MOD-assigned Independent Safety Advisor (ISA) Personnel to carry out safety audits and other assessment activities to meet MOD safety requirements.

4 PRICE

DEFCON619A (Edn.09/97) - Customs Duty Drawback

DEFCON654 (Edn.10/98) - Government Reciprocal Audit Arrangements

DEFCON800 (Edn.12/14) - Qualifying Defence Contract

DEFCON801 (Edn.12/14) - Amendments to Qualifying Defence Contracts – Consolidated Versions

DEFCON802 (Edn.12/14) - QDC: Open Book on sub-contracts that are not Qualifying Sub-contracts

DEFCON804 (Edn.03/15) - QDC: Confidentiality of Single Source Contract Regulations Information

4.1 Pricing Strategy

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4.2 Currency - Redacted

4.3 Exercise of Options

a. The Contractor shall not relinquish any obligations to supply the option requirement(s) at the firm prices agreed and detailed in Statement of Requirement.

4.4. Option Prices

[REDACTED]

[REDACTED]

[REDACTED]

4.5. Spares Prices

a. [REDACTED]

5 INTELLECTUAL PROPERTY RIGHTS

DEFCON21 (Edn.10/04) - Retention of Records

The provision of DEFCON 21 applies to Contract Data Requirements delivered under this Contract TSSP/065

DEFCON90 (Edn.11/06) – Copyright

DEFCON91 (Edn.11/06) - Intellectual Property Rights in Software

DEFCON632 (Edn.08/12) - Third Party Intellectual Property - Rights and Restrictions

5.1. Confidentiality

- a. This Condition shall apply in addition to and notwithstanding DEFCON 531 or any other confidentiality condition of the Contract.
- b. For the purposes of this Condition "Controlled Information" shall mean any information in any written or tangible form which is disclosed to the Contractor by or on behalf of the Authority under or in connection with the Contract, and which is identified by the legend "Controlled Information" or other approved legend notified to the Contractor. Controlled Information shall exclude information provided by oral communication.
- c. The Contractor shall:
 - i. hold the Controlled Information and not to use it other than for the purpose of discharging its obligations under the Contract;
 - ii. not to copy the Controlled Information except as strictly necessary for discharging its obligations under the Contract;
 - iii. not to disclose the Controlled Information to any third party unless so authorised in writing beforehand by the Authority;
 - iv. protect the Controlled Information diligently against unauthorised access and against loss; and,
 - v. act diligently to ensure that:
 - (1) Controlled Information is disclosed to its employees only to the extent necessary for the purpose of discharging its obligations under the Contract;

(2) employees to whom Controlled Information is disclosed are made aware of and required to comply with the terms of this Condition.

d. Where Controlled Information is provided to the Contractor, it shall:

- i.** compile a register of that Controlled Information, which shall include explicit description of the Controlled Information, a record of the number of copies made and a record of all access to the Controlled Information including access to any copies of the Controlled Information.
- ii.** maintain this register for the duration of the Contract and for two years following completion of the Contract.
- iii.** make the register of access available to the Authority upon reasonable notice for inspection and audit for so long as it is required to be maintained under this Condition; and,
- iv.** at the completion of the Contract, return to the Authority all original and duplicate copies of the Controlled Information, or else at the Authority's option destroy these copies and provide a certificate of destruction to the Authority.

e. This Condition shall not diminish or extinguish any right of the Contractor to copy, use or disclose any other information to the extent that it can show:

- i.** that the information concerned was or has become published or publicly available for use without breach of any provision of the Contract or any other agreement between the parties;
- ii.** that the information was already known to it (without restrictions on disclosure or use) prior to receiving it under or in connection with the Contract;
- iii.** that the information concerned was lawfully provided by a third party without restriction on use or further disclosure; or
- iv.** from its records, that the information was derived independently of the Controlled Information;

to the extent that copying use or disclosure of this other information shall not disclose its relationship to any Controlled Information.

5.2 Indemnity

a. The Contractor hereby agrees to indemnify the Authority against any claim, action, or proceeding arising outside the UK relating to use or infringement or alleged use or infringement (whether by manufacture, use, sale or otherwise) of any patent, registered design, copyright, or other intellectual property arising in or out of the performance of the contract or the supply or provision of Articles or Services to the Authority or the use by the Authority of any article, drawing, document or other information or service (collectively, "Deliverables") provided under the Contract, and the Contractor undertakes to be responsible for dealing with and settling, at his own expense, any such claim, action or proceeding; provided, however, that the Contractor will have no obligation under this Clause 5.2 with regard to any infringement arising from (a) the Contractor's compliance with formal specifications issued by the Authority where infringement could not be avoided in complying with such specifications or (b) use or sale of Deliverables in combination with other items when such infringement would not have occurred from the use or sale of those Deliverables solely for the purpose for which they were designed or sold by the Contractor..

b. The Contractor shall keep the Authority fully informed of the progress of any such claim, action or proceeding and shall not conclude any settlement thereof without first advising the Authority of the terms proposed. The Authority reserves the right to intervene or assume responsibility at any time for the conduct of any such action or proceeding or consequent settlement. In such event, the Authority will bear any additional cost that

arises beyond that which should have been reasonably incurred by the Contractor in such action, proceeding or settlement.

5.3 Inventions And Designs - Crown Rights And Ownership Of Patents And Registered Designs

a. The provisions of either of Part I and II hereof or of Part II only as applicable to the Security Grading of the Contract shall apply in relation to any invention or design made in the course of, or resulting from, work carried out by the Contractor under the Contract (hereinafter respectively referred to as "the invention" and the "design").

b. Where any invention or design to which the provisions of this condition apply is made outside the UK and where local laws so require any application may, notwithstanding the provisions of Clause 5.3.1.iii of this condition, be made under conditions of secrecy at the local patent office of the territory where the invention or design was made. Where local laws so require the supply of a copy of the application under Clause 5.3.c of this condition shall be subject to any necessary approval of the local patent office, but the application number and date of filing shall be notified to the Authority in all cases.

5.3.1 PART I - CONTRACTS FOR WORK CLASSIFIED AS "RESTRICTED" OR HIGHER

i. The Contractor shall ensure that he and any Patent Agent or Attorney engaged by him shall treat the invention or design as bearing a Security Classification at least as high as the work to which it relates pending formal determination of its appropriate classification.

ii. The preparation and filing of applications to which this Clause 5.3.1 relates shall be handled by the Contractor's own Patent Department under the conditions of security applicable under the Contract. If the Contractor does not have his own Patent Department he shall, before initiating the preparation of any application, secure the written Agreement of the Authority (1) as to the Patent Agent or Attorney that he proposes to employ for the preparation and filing of such an application.

iii. Every application to which this Clause 5.3.1 relates, whether filed by the Contractor or by a Patent Agent or Attorney engaged by him, shall be filed direct with the Security Section of the UK Patent Office, who shall be notified at the time of filing that the invention or design forming the subject of the application is related to classified Government work. The notification shall also quote the number of the Contract and the name and address of the Authority.

5.3.2 PART II - ALL CONTRACTS

i. The Contractor shall ensure, to the extent he is legally able to do so, that any invention to which this Condition relates and made by an employee of the Contractor in the course of duties as defined in Section 39(1) of the Patents Act 1977 and any design to which this Condition relates and made by an employee of the Contractor shall vest in the Contractor.

c. The Contractor shall within 60 days of filing a first patent application or any subsequent patent application claiming priority from a first patent application and directed towards obtaining protection in the UK (including a European Patent Application or an International Patent Application designating the UK) for the invention or any application for registration of the design provide the Authority (1) (2) with a copy of that application together with the number of the Contract.

d. The Contractor shall promptly notify the Authority if he becomes aware of any application as previously mentioned by any person who is, or has been an employee or

agent of the Contractor or a sub-contractor and provide the Authority with relevant particulars insofar as he can obtain them and has the right to provide them.

e. If an employee of the Crown is a joint inventor of the invention or part author of the design to which any application as is referred to in Clause 5.3.c and 5.3.d, above relates and the portion of or share in the invention or design made by that employee belongs to the Crown and neither the Crown nor that employee is the person, or one of the persons, making the application, the Contractor shall if so requested by the Authority take all such steps and do all such things as are in his power and as may be necessary to ensure either that the Authority or the employee concerned joins in the application or, at the option of the Contractor, and if the application is one for a patent, that it is either withdrawn or amended by the deletion from the application of any reference to that part of the invention made by the employee of the Crown, or, if the application is one for a Registered Design, that it is withdrawn.

f. If an employee of the Crown is a party to any such application as is mentioned in Clauses 5.3.c, 5.3.d and 5.3.e above and the Authority so requests, the Contractor shall at the expense of the Authority take such reasonable steps as are in his power and may from time to time be necessary to ensure that the Authority is substituted for the employee of the Crown as co-applicant and shall give all such consents and do all such things as may from time to time be necessary to enable:

- i.** the employee of the Crown to assign to the Authority his interest in the application and in any Patent or Registered Design granted pursuant thereto,
and
- ii.** the Authority to assign its own interest therein to the National Research Development Corporation.

Provided that the Contractor is not required by this Condition to consent to, any assignment other than that specifically referred to herein.

g. Subject to the provisions of Clauses 5.3.e and 5.3.f above and to the rights of the Authority as set out in Clause 5.3.h below the invention or design shall belong to the Contractor.

h. Any Government Department and any person authorised by a Government Department may in any part of the world do in relation to the invention any act as defined in Section 55(1) (a) to (e) of the Patents Act 1977 or use the design for the services of the Government of the United Kingdom.

i. Subject to Clause 5.3.p the Contractor shall not be entitled to any payment whatsoever in respect of anything done in accordance with Clause 5.3.h above (whether by the Authority, a Government Department or any person whomsoever) and if any directions relating to the invention are given under Section 22(1) or 22(2) of the Patents Act 1977 the Contractor shall not have any claim for any such compensation as is mentioned in Section 22(7) (b).

j. If any question under this Condition shall arise between the Contractor and the Authority as to whether an employee of the Crown is a joint inventor of the invention or a part author of the design or as to whether the invention or design was made in the course of or resulted from work carried out by the Contractor under the Contract, that question shall be referred for decision to such person as may be agreed upon between the Contractor and the Authority or in default of such agreement as may be appointed by the President for the time being of the Chartered Institute of Patent Agents, and the decision of any such person on that question shall be final and conclusive.

k. The Contractor shall at the request of the Authority take all such reasonable steps as are within his power and may from time to time be necessary to enable the Authority to register in the UK Patent Office or elsewhere its interest in the invention or design. (3)

l. The rights conferred by this Condition shall be in addition to and not in derogation of the rights exercisable by virtue of Sections 55 to 59 of the Patents Act 1977 and Section 12 of the Registered Designs Act 1949.

m. In this Condition references to a Government Department are references to a Department of Her Majesty's Government in the United Kingdom.

n. The foregoing provisions of this Condition shall have effect both during the period the Contractor is carrying out the other provisions of the contract and at all times thereafter.

o. The Contractor shall include, in any sub-contract which he may enter into for the purpose of the Contract, provisions as in this Condition, but with the substitution therein of references to the sub-contractor for references to the Contractor, and of references to the sub-contract for references to the Contract, and the Contractor shall at all times use all reasonable endeavours to secure the full and effectual observance by the sub-contractor of those provisions and that the Authority and all Government Departments obtain the benefit thereof, and to advise the Authority if he becomes aware of any breach of the provisions. Provided that this Clause shall only apply to any sub-contract for the carrying out of any work for research, design or development under the Contract.

p. Nothing herein shall prejudice the rights of either party arising otherwise than by virtue of this Condition.

Notes

(1) The agreement of the Authority is to be sought from and the information addressed to:

Directorate of Intellectual Property
Defence Equipment And Support
Ministry of Defence Abbey Wood
Bristol,
BS34 8JH,
UK

(2) If an extra copy of the Patent Application or the application for registration of the design has been provided to the Patent Office for onward transmission to the Authority then that copy will be regarded as having been provided for the purpose of this Condition and no separate copy need be sent to the Authority direct provided that the Contractor indicates on the copy sent to the Patent Office for onward transmission to the Authority the number of the Contract.

(3) Any communication from the Authority to the Contractor on the subject of Clause 11 is to be addressed to the Contractor's address for service for the application.

6 LOANS

DEFCON23 (Edn.08/09) - Special Jigs, Tooling and Test Equipment

DEFCON76 (Edn.12/06) - Contractor's Personnel at Government Establishments

DEFCON611 (Edn.02/16) - Issued Property

DEFCON694 (Edn.03/16) - Accounting For Property of the Authority

6.1. Issue of Jigs, Tools, etc as Contract Support Items (Items not known at outset)

a. Certain jigs, tools, fixtures, gauges, etc as identified in DEFCON 23 above as property of the Authority will be issued to the Contractor as Contract Support Items. These will be agreed between the Contractor and the Project Manager. No charge for such jigs, tools, etc issued as Contract Support Items should be included in the Contract Price. Contractor furnished special Jigs, Tools, etc shall be excluded from Condition 6.1.

6.2. Licences

a. Any land or premises (including temporary buildings) made available to the Contractor by the Authority in connection with the Contract shall be made available to the Contractor and shall be used by the Contractor solely for the purposes of performing the Contract. The Contractor shall have the use of such land or premises as Licensee and shall vacate the same upon completion of the Contract. Any utilities required by the Contractor shall be subject to the charges set out elsewhere in the Contract.

7 DELIVERY

DEFCON5J (Edn.11/16) - Unique Identifiers

DEFCON507 (Edn.10/98) – Delivery

DEFCON514 (Edn.08/15) - Material Breach

DEFCON524 (Edn.10/98) – Rejection

DEFCON525 (Edn.10/98) – Acceptance

DEFCON612 (Edn.10/98) - Loss of or Damage to the Articles

DEFCON621B (Edn.10/04) - Transport (if the Contractor is responsible for transport).

7.1 Repair and Maintenance Information

7.1.1 Application

a. This Condition applies to deliverable Information identified in a Contract Data Requirement as being subject to this condition.

7.1.2 Definitions

a. For the purposes of this Condition, the following definitions apply:

"Contract Data Requirement" means a data requirement the format and content of which is set out or referenced in DEFFORM 315

"Information" means technical data relating to Articles, processes or materials whether in human readable form or in machine-readable form, or in any other form.

"Intellectual Property" includes patents, registered designs, design rights, topography rights, copyright, database rights and other rights in Information.

"Article" means part or the whole of any article, which the Contractor is required under the Contract to supply or in connection with which he is required under the Contract to carry out any service and any other article or part thereof to the same design as that article.

"Repair and Maintenance" means activity to maintain Articles in an operable condition including:

- i. maintenance of records of defects and reliability;
- ii. the identification of replacements for Articles that becomes obsolete;
- iii. the preparation and application of procedures and arrangements (including safety procedures) for removing Articles from and re-installing them in an operational system, and for handling, storing, transporting, packaging and labelling Articles;

- iv. inspection and testing of Articles to check calibration and performance and to detect and identify faults;
- v. dismantling Articles;
- vi. preparation and application of repair schemes;
- vii. reassembling Articles after repair, or incorporation of modifications, including the incorporation of replacement or new parts;
- viii. testing and calibrating of Articles prior to, during or after re-assembly and after reinstallation in an operational system;
- ix. reworking or reconditioning of Articles;

but excluding redesigns or manufacture of any replacement or new parts, or the design of any modification.

"for the Services of the United Kingdom Government" means anything done, in relation to Articles owned or used by the Authority, under the authority of, or to the order of, a Minister of the Crown in pursuance of authority vested in the Minister by Parliament.

7.1.3 Ownership

- a. All Intellectual Property Rights in the Information subject to this Condition shall, subject to any rights of the Crown or any third party and to the terms of this Condition, belong to the Contractor.

7.1.4 Preparation, Formatting, Maintenance and Delivery of Information

- a. The Contractor shall, within a maximum of ninety days of receipt of a written request to do so, prepare a proposal including a price and, where necessary, the US export licence approvals for release to third parties, for provision to the Authority of that data or sub-set of data which is encompassed by the Contract Data Requirement (DEFFORM 315) and which is reasonably required by the Authority to meet any requirement for Information delivery and use as specified in the request. Subsequent to the Authority's acceptance of the Contractor's proposal and within a maximum of a further 180 days of receipt of a written request to do so, the Contractor shall furnish to the Authority the information requested by the Authority in accordance with the proposal.
- b.. Should the Authority request additional copies of the Information, these shall be provided by the Contractor within thirty (30) days of the request,

7.1.5 Rights of Use

- a. Subject to the provisions of this Condition and to the rights of third parties the Authority and any other United Kingdom Government Department shall have, during the period of the Contract and at all times thereafter, the right, anywhere in the world for the Services of the United Kingdom Government, to copy, in whole or in part, and use any Information to which this Condition applies:

1. Monitoring And Evaluation

- a. to monitor work under the Contract and to inspect, test and
- b. evaluate the delivered Information and Articles;

2. In Service Support

- a. to carry out Maintenance and Repair of Articles owned or in use by the Authority;

3. Jigs, Tools And Test Equipment

- a. to design, develop and produce jigs, tools and test equipment for the in-service support of Articles;

4. Disposal Of Articles

- a. to dismantle, scrap or otherwise destroy any Articles;

5. Operation

a. to operate Articles.

7.1.6 Sales

a. If the Authority sells, hires, leases or otherwise disposes of any Article, the Authority may supply relevant user handbooks and maintainer information supplied under the Contract (or copies thereof) to the recipient and permit the recipient to copy and use such information for operation and maintenance of any such Article.

7.1.7 Conditions of Use

a. The rights set out in Clauses 7.1.5 and 7.1.6 of this Condition may be exercised by the Authority itself, any other United Kingdom Government Department or any agent acting on behalf of, or a contractor in pursuance of a contract with, the Authority or any such Department.

b. The rights granted to the Authority, and to any other United Kingdom Government Department, under this Condition are additional to any rights under any other contract. The rights include the right to copy and to issue any Information the subject of this Condition as necessary to prospective tenderers for the purposes of establishing their interest in tendering and of preparing tenders for anything to be done or proposed to be done pursuant to clause 7.1.5.

c. Except as provided below or otherwise provided in the Contract, the Contractor shall not be entitled to receive any royalty or other payment in respect of the exercise of the rights granted under Clauses 7.1.5 and 7.1.6 of this Condition notwithstanding the existence of any Intellectual Property owned or controlled by the Contractor covering the Articles. Should the Authority wish to use the Information for the purposes set out under Clause 7.1.5, 2.a, 7.1.5.3.a, 7.1.6, or Clause 7.1.7.b second sentence, or of awarding contracts pursuant to Clause 7.1.6.b, it shall not do so for at least six years after the date of Contract ELWS2b/561 (25th September 1998). Where it exercises its rights under Clause 7.1.7.b second sentence, the Authority shall invite the Contractor to tender provided the Contractor is still eligible to perform such work for the Authority.

d. The Contractor shall not be entitled to claim any payment, in addition to any sums or fees which may be due to him under the provisions of the preceding clauses, under the provisions of Sections 55-59 of the Patents Act 1977 or the First Schedule to the Registered Designs Act 1949 in respect of any patented invention or registered design which may be owned or controlled by the Contractor and used in the exercise of the rights granted under Clauses 7.1.5 and 7.1.6 of this Condition.

e. Nothing in clauses 7.1.7.a to 7.1.7.e of this Condition shall affect the rights of the Contractor in or grant to the Authority or any other United Kingdom Government Department any rights in, any Intellectual Property not covering the Articles.

7.1.8 Sub-Contractors

7.1.9 Exclusions to the Right to Use Information

7.1.10 Liability

a. In the event that Information to which this Condition applies is used by or for the Authority otherwise than for the purpose for which the Information was supplied in accordance with the relevant Contract Data Requirement, the Contractor shall have no liability whatsoever for any direct or indirect consequences, including losses, damages or injuries caused to the Authority or any third party, arising from its use.

7.1.11 Release of Information and Confidentiality

a. The Authority shall ensure that Information released under this Condition to any third party is limited to that necessary for the task on which the third party is engaged. The disclosure of information, to which this condition applies, to third parties for the purposes specified in Clauses 7.1.5 and 7.1.6 of this Condition is subject to US Government export licence approval.

b. All Information, which is provided to the Authority subject to this Condition, is disclosed in confidence and shall only be copied, disclosed and used in accordance with the provisions of this Condition. The Authority shall ensure that all disclosures of Information to any third party shall be under express conditions of confidentiality between the Authority and the third party, and shall procure a direct confidentiality agreement in the form of DEFFORM 94.

7.1.12 Clarification of Information

a. At the request of the Authority, or any other United Kingdom Government Department, at any time during the period for which the Contractor is required by this or any subsequent contract to retain the Information the Contractor shall subject to the availability of resources and within the United Kingdom, provide assistance to the Authority, the other Department or their agents or contractors in exercising the rights granted under this Condition. Such assistance shall be limited to that required for a third party of similar skill to the Contractor in the relevant area of technology to interpret any Information supplied under the terms of this Condition. The Contractor shall be entitled to payment by the Authority or other United Kingdom Government Department on fair and reasonable terms for such assistance provided.

7.1.13 Marking

a. Any Information supplied subject to this Condition may be marked by the Contractor with a copyright and/or other restrictive legend provided that the legend acknowledges the Authority's rights under this Condition. Any such marking shall be perpetuated in any copies of the Information made by the Authority or any other United Kingdom Government Department or its agents or contractors.

7.1.14 Interpretation

a. The clause headings in this Condition are for convenience only and shall not affect the interpretation of the Condition.

b. This condition shall constitute an agreement to the contrary for the purposes of Section 48(5) of the Copyright, Designs, and Patents Act 1988.

7.2. Force Majeure

a. The Contractor shall not be in breach of this Contract, nor liable for late or non-performance of any of its obligations under this Contract, if such delay or failure result from a "Force Majeure Event". For the purposes of this Contract, a Force Majeure Event is defined as the following:

- i.** acts of nature;
- ii.** war;
- iii.** hostilities;
- iv.** fire at any of the Contractor's premises or those of its suppliers or
- v.** any other occurrence or event beyond the Contractor's reasonable control that does not arise or result from the fault or negligence of the Contractor.

b. The Contractor shall immediately notify the Authority in writing on the occurrence of a Force Majeure Event, including details of the Force Majeure Event, its effect on the Contractor's obligations under this Contract, and the actions proposed to mitigate its effect.

c. Subject to Clause d below, the Contractor shall be entitled to an appropriate extension of time for performing such obligations provided always that the Contractor has used, to the satisfaction of the Authority, all reasonable endeavours, both to mitigate the effects of the Force Majeure Event, and to facilitate the continued performance of its obligations under this Contract.

d. The maximum extension of time granted under this clause shall be limited to four weeks after which time the Authority may on giving written notice to the Contractor, terminate this Contract in accordance with DEFCON 656B with immediate effect.

7.3 Export Licences

a. The Contractor shall be responsible for obtaining all necessary export licences. Should the Contractor be unable to obtain an Export Licence that in turn prevents the Contractor from fully meeting the requirements of the Contract, the Authority shall enter into negotiations on a fair and reasonable basis.

8 PAYMENTS/RECEIPTS

DEFCON513 (Edn.11/16) - Value Added Tax

DEFCON522 (Edn.11/16) – Payment and Recovery of Sums Due

DEFCON534 (Edn.11/16) – Sub Contracting and Prompt Payment

DEFCON 649 (Edn.07/99) – Vesting

8.1 Milestone payments

a. The Authority shall, subject make to the Contractor, payments for items under the Schedule of Requirements in accordance with the agreed payment schedule.

b. The Contractor shall have rendered to the satisfaction of the Project Manager, complete performance of his contractual obligations under the items of the Schedule of Requirements against which the claim is sought during the period to which the milestone payment applies.

9 CONTRACT ADMINISTRATION

DEFCON604 (Edn.06/14) - Progress Reports

DEFCON609 (Edn.06/14) - Contractor's Records

DEFCON642 (Edn.06/14) - Progress Meetings

DEFCON 647 (Edn.09/13) - Financial Management Information

9.1 Meetings

a. The Project Manager of each party shall attend Bi-annual Progress Meetings in accordance and shall ensure that other relevant personnel attend following agreement of

the agenda. The Contractor shall, following consultation with the Authority, produce and provide to the Authority an agenda prior to and minutes following each meeting.

b. The Contractor shall attend such other ad hoc meetings relating to the provision of the services, as the Authority shall from time to time require.

9.2 Co-operation on Expiry of contract

a. The Authority and the Contractor shall define and agree the level of effort required for co-operation on expiry or break of Contract.

9.3 Alternate Dispute Resolution

a. The parties shall agree to try to resolve any dispute arising under the Contract by discussion during the next available Progress Meeting required by Condition 9.1 of the Contract. In the event that a meeting is not due within one month of a dispute arising, an ad hoc meeting shall be convened for the purposes of attempting to resolve the dispute. Any such meeting shall be held at Abbey Wood and the Contractor shall be liable for all cost incurred by him.

b. In the event that a dispute remains unresolved it shall be referred initially to the Programme Leader and the Contractor's counterpart for consideration and, thereafter to the TSSP Team Leader and Senior Commercial manager and Contractor's counterparts for consideration and further resolution of the dispute.

c. If, after referral to the TSSP Team Leader and the Senior Commercial Manager the dispute remains unresolved, the dispute shall be referred to a mutually acceptable independent third party for resolution in accordance with the provision of DEFCON 530. All costs associated with the appointment of a third party shall be shared equally between the TSSP and the Contractor.

9.4 Amendment to Contract

a. Only the Authority's Commercial Branch is authorised to vary the terms and conditions of the Contract. Changes to the Contract will be notified to the Contractor by contract amendment and no change will be effective until incorporated as a contract amendment.

9.5 Tasking Procedure

a. Items 6, 7, 8, 9 & 10 of the Schedule of Requirements shall be carried out in accordance with Condition 9.5 of this Contract.

b. Each Task shall be initiated and defined by the use of a TASK AUTHORISATION FORM (TAF).

c. With the exception of an "Urgent" Task, no work shall be undertaken on the proposed Task until the TAF has been authorised by the Authority and accepted by the Contractor.

d. Tasks may be proposed by either the Authority or the Contractor. Tasks shall be identified by the TAF sequential serial number allocated by the Authority. The Contractor shall use this reference number, where known, in all communications with the Authority. The Contractor may allocate additional reference numbers for the convenience of their own internal systems. In the case of an urgent task (see below), the TAF shall be prefixed with "URGENT" denoting the urgency.

e. The TAF shall define a specific package of work to be undertaken in Part 1(a) with the deliverables and required delivery-completion date.

f. Acceptance of the TAF shall be confirmed by the Contractor on receipt of the signed TAF.

9.6 TUPE

The Contractor will provide to the Authority such information as the Authority may reasonably require in order to consider the application of the Transfer Regulations on the termination, partial termination or expiry of this Contract in accordance with the requirements detailed within Schedule 1 to TSSP/065.

10 Conditions for Contracting Canada

10.1 Licensing

- a) The Contractor must obtain and maintain all Permits, Licenses and Certificates of approval required for the work to be performed under any applicable Canadian Federal, Provincial or Municipal regulations. The Contractor shall be responsible for any changes imposed by such legislation or regulations. Upon request, The Contractor shall provide a copy of any such permit, license, or certificate to Canadian authorities, via the Contracting Authority. The Contractor shall ensure that all personnel have the legal right to work in Canada. The Contracting Authority shall assist the Contractor gain the require documentation with, for example, letters of authorisation, security clearances, security passes, correct derogation paperwork.

10.2 Site Regulations

- a) The Contract undertakes and agrees to comply with all standing orders or other regulations , in force on the site in the territory of Canada where the work is being performed, relating to the safety of persons on the site or the protection of property against loss or damage from any and all causes including fire. The Contracting Authority is to supply to the Contractor the relevant standing orders and regulations and their amendments and updates.

10.3 Workers' Compensation

- a) It is mandatory that all persons performing the work in Canada be covered under the applicable workers' compensation legislation in the territory of Canada provided for the benefit of injured employees.

10.4 Safety Regulations and Labour Codes

- a) The Contractor must adhere to all Safety Rules, Regulations and Labour Codes in force in all jurisdictions in the territory of Canada where the work is to be performed.

10.5 International Sanctions

- a) Persons and companies in Canada are bound by economic sanctions imposed by Canada. As a result, the British Armed Forces in Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the Countries subject to economic sanctions imposed by Canada. Details on existing sanctions can be found at:

<http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

- b) It is a condition of this Contract that the Contractor not supply to the British Armed Forces in Canada any goods or services which are subject to economic sanctions imposed by Canada.

10.6 Status of Contractor

- a) The Contract is engaged as an independent Contractor for the sole purpose of performing the work. Neither the Contractor nor any of its personnel is engaged as an employee, servant or agent of Canada.

10.7 Compliance with Applicable Canadian Laws

- a) The Contractors shall comply with all Canadian laws applicable to the performance of the Work or any part thereof including, without limitation, all laws concerning health and labour conditions and the protection of the environment, and shall require compliance therewith by all of its subcontractors. Evidence of compliance with such laws shall be furnished by the Contractor to the Contracting Authority at such times as the Contracting Authority or Canada may reasonably request.

10.8 Sub Contracting

- b) Unless otherwise provided in the Contract, the Contractor shall obtain the consent of the Minister in writing prior to subcontracting or permitting the subcontracting of any portion of the Work at any tier in the territory of Canada.
- c) Notwithstanding subsection 1, the Contractor may, without prior consent of the Minister, subcontract such portions of the Work as is customary in the carrying out of similar contracts.
- d) In any subcontract, the Contractor shall, unless the Minister otherwise consents in writing; ensure the subcontractor is bound by terms and conditions compatible with and, in opinion of the Minister, not less favourable to Canada than the terms and conditions of the Contract. Deviation in any subcontract from the terms of the Contract shall be entirely at the risk of the Contractor.
- e) The Contractor is not obliged to seek consent to enter into subcontracts specifically authorised in the Contract.
- f) Any Consent to a Subcontract shall not relieve the Contractor from its obligations under the Contract or be construed as authorizing any liability on the part of Canada or the Minister to a subcontractor.

10.9 Assignment

- a) The Contract shall not be assigned, in whole or in part, by the Contractor without the prior consent in writing of the Minister and any purported assignment made without that consent is void and of no effect. The foregoing notwithstanding, the Contractor may assign this Contract to its parent company or any wholly-owned subsidiary thereof as part of an internal reorganization or consolidation of legal entities without the Minister's consent.
- b) No assignment of the Contract shall relieve the Contractor from any obligation under the Contract or impose any liability upon Canada or the Minister, unless otherwise agreed to in writing by the Minister.

10.10 Security and Protection of the Work

- a) Subject to the Access of Information Act, R.S.C 1985, c. A-1 and to any right of Canada under this Contract to release or disclose, Canada shall not release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a Subcontractor.
- b) The obligations of the Parties set out in this section do not apply to any information where the same information:
 - a. Is publicly available from a source other than the other Party; or
 - b. Is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information; or
 - c. Is developed by a Party without use of the information of the other Party.

10.11 Indemnity Against Third Party Claims

- a. The Contractor shall indemnify and save harmless Canada, the Minister and their servants and agents from and against any damages, costs or expenses of any claim, action, suit or other proceeding which they or any of them may at any time incur or suffer as a result of or arising out of:
- b. Any injury to persons (including injures resulting in death) or loss of or damage to property of others which may be or be alleged to be caused by or suffered as a result of the performance of the Work or any part thereof, except that Canada and the Minister shall not claim indemnity under this section to the extent that the injury, loss or damage has been caused by Canada, and
- c. Any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials, parts, work-in-process or finished work furnished to, or in respect of which any payment has been made by, Canada.
- d. The Minister shall give notice to the Contractor of any claim, action, suit or proceeding referred to in subsection 1 and the Contractor shall, to the extent requested by the Attorney General of Canada, at its own expense participate in or conduct the defence of any such claim, action, suit or proceeding and any negotiations for settlement of the same, but the Contractor shall not be liable to indemnify Canada for payment of any settlement unless it has consented to the settlement.
- e. The Minister shall give notice to the Contactor of any claim, action, suit or proceeding referred to in Sub section2 and the Contractor shall, to the extent requested by the Attorney General of Canada, at its own expense participate in or conduct the defence of any such claim, action, suit or proceeding an any negotiations for settlement of the same, but the Contractor shall not be liable to indemnify and save harmless Canada for payment of any settlement unless it has consented to the settlement.

10.12 Environmental Considerations

- a. The Contractor recognizes the unique environmental characteristics of Canadian Forces Base Suffield and its ranges in Canada and undertakes to carry out any work on the range with due care and diligence and will take the necessary steps to mitigate any environmental impacts, and to repair, remediate, reclaim and restore the environment as near as possible to its original conditions.

Schedule 1

TRANSFER REGULATIONS

EMPLOYEE TRANSFER ARRANGEMENTS ON EXIT

1. DEFINITIONS

- 1.1 In this Schedule 1 to TSSP/065, 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 unless the context otherwise requires:

"DPA" means Data Protection Act 1998 as amended or replaced from time to time;

"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;

"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;

"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.

2. **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 application of the Transfer Regulations on the termination, partial termination or expiry of this Contract;
- (b) supply to the Authority such full and accurate and up-to-date information as may be requested by the Authority including the information listed in Appendix 1 to this Schedule 1 to TSSP/065 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 this Schedule 1 to TSSP/065 (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 this Schedule 1 to TSSP/065 (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 Paragraphs 2.1.1 and 2.1.2 of this Appendix are subject to the Contractor's obligations in respect of the DPA 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 DPA 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 2.1.4, the Contractor acknowledges (and shall procure that its Sub-Contractors acknowledge) that they are required to provide sufficient information to the Authority to enable the Authority to determine the nature of the activities being undertaken by employees engaged in providing the Services, to assess whether there is an organised grouping for the purposes of the Transfer Regulations and to assess who is assigned to such organised grouping. To the extent that anonymous data has been provided by the Contractor pursuant to its obligations under Paragraph 2.1.1 or 2.1.2 above, the Contractor shall provide full data to the Authority no later than 28 days prior to the Subsequent Transfer Date.
- 2.1.5 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 or 2.1.5 of this Schedule 1 to TSSP/065.

- 2.1.6 The Authority may at any time prior to the period set out in paragraph 2.1.5 of this Schedule 1 to TSSP/065 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:

(A) to a failure by the Authority or a New Provider to act reasonably to mitigate the costs of dismissing such person);

(B) directly or indirectly to the procedure followed by the Authority or a New Provider in dismissing the Unexpected Transferee; or

(C) to the acts/omissions of the Authority or a New Provider not wholly connected to the dismissal of that person;

(iv) any liabilities incurred under a settlement of the Unexpected Subsequent Transferring Employee's claim which was reached with the express permission of the Contractor (not to be unreasonably withheld or delayed);

(v) reasonable administrative costs incurred by the Authority or New Provider in dealing with the Unexpected Subsequent Transferring Employee's claim or allegation, subject to a cap per Unexpected Subsequent Transferring Employee of £5,000; and

(vi) legal and other professional costs reasonably incurred;

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 1 to TSSP/065 where such Costs and/or losses are recoverable by the Contractor elsewhere in this Contract and/or are recoverable under the Transfer Regulations or otherwise.

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

1. Pursuant to paragraph 2.1.1(b) of this Schedule 1 to TSSP/065, the following information will be provided:
 - a) The total number of individual employees (including any employees of Sub-Contractors) that are currently engaged, assigned or employed in providing the Services and who may therefore be transferred. Alternatively the Contractor should provide information why any of their employees or those of their Sub-Contractors will not transfer;
 - b) The total number of posts or proportion of posts expressed as a full-time equivalent value that currently undertakes the work that is to transfer;
 - c) The preceding 12 months total pay costs – (Pay, benefits employee/employer ERNIC and Overtime);
 - d) Total redundancy liability including any enhanced contractual payments;

2. In respect of those employees included in the total at 1(a), the following information:
 - a) Age (not date of Birth);
 - b) Employment Status (i.e. Fixed Term, Casual, Permanent);
 - c) Length of current period of continuous employment (in years, months) and notice entitlement;
 - d) Weekly conditioned hours of attendance (gross);
 - e) Standard Annual Holiday Entitlement (not "in year" holiday entitlement that may contain carry over or deficit from previous leave years);
 - f) Pension Scheme Membership;
 - g) Pension and redundancy liability information;
 - h) Annual Salary;
 - i) Details of any regular overtime commitments (these may be weekly, monthly or annual commitments for which staff may receive an overtime payment);
 - j) Details of attendance patterns that attract enhanced rates of pay or allowances;
 - k) Regular/recurring allowances;
 - l) Outstanding financial claims arising from employment (i.e. season ticket loans, transfer grants);

3. The information to be provided under this Appendix 1 should not identify an individual employee by name or other unique personal identifier unless such information is being provided 28 days prior to the Subsequent Transfer Date.

4. The Contractor will provide (and will procure that the Sub-Contractors provide) the Authority/tenderers with access to the Contractor's and Sub-Contractor's general employment terms and conditions applicable to those employees identified at paragraph 1(a) of this Appendix 1.

PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS CONTRACT

Part A

3. Pursuant to paragraph 2.1.2 of this Schedule 1 to TSSP/065, 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:

3.1 Personal, Employment and Career

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

3.2 Performance Appraisal

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

3.3 Superannuation and Pay

- a) Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken during the last two years;
- b) Annual salary and rates of pay band/grade;
- c) Shifts, unsociable hours or other premium rates of pay;
- d) Overtime history for the preceding twelve-month period;
- e) Allowances and bonuses for the preceding twelve-month period;
- f) Details of outstanding loan, advances on salary or debts;
- g) Cumulative pay for tax and pension purposes;
- h) Cumulative tax paid;

- i) National Insurance Number;
- j) National Insurance contribution rate;
- k) Other payments or deductions being made for statutory reasons;
- l) Any other voluntary deductions from pay;
- m) Pension Scheme Membership;
- n) For pension purposes, the notional reckonable service date;
- o) Pensionable pay history for three years to date of transfer;
- p) Percentage of any pay currently contributed under additional voluntary contribution arrangements; and
- q) Percentage of pay currently contributed under any added years arrangements.

3.4 **Medical**

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

3.5 **Disciplinary**

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

3.6 **Further information**

- a) Information about specific adjustments that have been made for an individual under the Disability Discrimination Act 1995 or the Equality Act 2010;
- b) Short term variations to attendance hours to accommodate a domestic situation;
- c) Individuals that are members of the Reserves, or staff that may have been granted special leave as a School Governor; and
- d) Information about any maternity or other statutory leave or other absence from work.

Part B

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

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

