



Foreign &  
Commonwealth  
Office



Ministry  
of Defence

## CALL-OFF CONTRACT

Framework Agreement with: Optima  
130 High Street  
Marlborough  
Wiltshire  
SN8 1LZ

Framework Agreement for: **THE CONFLICT STABILITY AND SECURITY FUND**

Call-off Contract For: Provision of Training Courses for British Peace Support Team Africa -Staff Officers CIED Awareness Course (SOAC) and Staff Officers CIED Planning Course (SOPC).

Call-off Contract Purchase Order Number or reference number: HOCS3b/00090

I refer to the following:

1. **The above mentioned Framework Agreement**
2. **Your proposal of ITT HOCS3b/00078 (now contract number HOCS3b/00090) dated 28<sup>th</sup> June 2018.**

and I confirm that MOD requires you to provide the Services as stated in the attached Statement of Requirements and, under the Terms and Conditions of the Framework Agreement which shall apply to this Call-off Contract as if expressly incorporated herein.

### 3. **Commencement and Duration of the Services**

- 3.1 The Supplier shall start the Services no later than 28th **August 2018** and Services shall be completed by 26<sup>th</sup> February **2019, the Authority reserves the right to extent this contract on a monthly basis or in 3 month blocks up until June 2019**, unless the Call-off Contract is terminated or extended in accordance with the Terms and Conditions of the Framework Agreement and by contract variation.

### 4. **Recipient**

- 4.1 Authority requires the Supplier to provide the Services to the Business – **British Peace Support Team (Africa).**

### 5. **Financial Limit**

- 5.1 Payments under this Call-off Contract shall not, exceed **£148,345** and is exclusive of any government tax, if applicable as detailed in the Framework Agreement and the Statement of Requirements and schedule of Prices and Rates.

## **6. Milestone Payment Basis**

- 6.1 Where the applicable payment mechanism is "Milestone Payment", payments will be made on satisfactory performance of the services, at the payment points defined as per schedule of payments. At each payment point set criteria will be defined as part of the payments. Payment will be made if the criteria are met to the satisfaction of the Authority when the relevant milestone is achieved in its final form by the Supplier or following completion of the Services, as the case may be, indicating both the amount or amounts due at the time and cumulatively. Payments pursuant to clause 15 are subject to the satisfaction of the Project Officer in relation to the performance by the Supplier of its obligations under the Call-off Contract and to verification by the Project Officer that all prior payments made to the Supplier under this Call-off Contract were properly due.

## **7. Officials**

- 7.1 The Authority Project/Contract Officer is:

Project: Business Manager British Peace Support Team (Africa)  
Contract Officer: Def Comrcl CC HOCS 3b

Please see Schedule 4 (DEFFORM 111) for full Contact Details.

## **8. Key Personnel**

- 8.1 The following of the Staff cannot be substituted by the Supplier without the Calling-Off body's prior written consent:

Title	Name

## **9. Reports**

- 9.1 The Supplier shall submit project reports in accordance with the Terms of Reference/Scope of Work at Schedule 2 to this call-off.

## **10. Duty of Care**

- 10.1 Unless otherwise agreed, all Staff (as defined in Section 2 of the Agreement) engaged in connection with the performance of this Call-off Contract will come under the duty of care of the Supplier. The Supplier will be responsible for all security arrangements and Her Majesty's Government accepts no responsibility for the health, safety and security of individuals or property.
- 10.2 Unless otherwise agreed, the Supplier will be responsible for taking out insurance in respect of death or personal injury, damage to or loss of property, and will indemnify and keep indemnified the call-off Authority in respect of:
- Any loss, damage or claim, howsoever arising out of, or relating to negligence by the Supplier, the Staff, or by any person employed or otherwise engaged by the Supplier, in connection with the performance of the Call-off Contract;
  - Any claim, howsoever arising, by the Staff or any person employed or otherwise engaged by the Supplier, in connection with their performance under this Call-off Contract.

- 10.3 The Supplier will ensure that such insurance arrangements as are made in respect of the Staff, or any person employed or otherwise engaged by the Supplier are reasonable and prudent in all circumstances, including in respect of death, injury or disablement, and emergency medical expenses.
- 10.4 The costs of any insurance specifically taken out by the Supplier to support the performance of this Call-off Contract in relation to Duty of Care may be included as part of the management costs of the project, and must be separately identified in all financial reporting relating to the project.
- 10.5 Where the Call-off Authority is providing any specific security arrangements for Suppliers in relation to the Call-off Contract, these will be detailed in the Terms of Reference/Statement of Requirements.

**11. Call-off Contract Signature**

- 11.1 If the original Form of Call-off Contract is not returned to the Contract/Project Officer (as identified at clause 7 above) duly completed, signed and dated on behalf of the Supplier within 10 working days of the date of signature on behalf of the Authority, the Authority will be entitled, at its sole discretion, to declare this Call-off Contract void.

For and on behalf of  
The Ministry of Defence

Name:

Position:

Signature:

Date:

For and on behalf of Optima Defence &  
Security Group Limited

Name:

Position:

Signature:

Date

**SCHEDULE OF REQUIREMENTS FOR SERVICES FOR CONTRACT NO: HOCS3B/00090**  
**THE PROVISION OF TRAINING COURSES FOR BRITISH PEACE SUPPORT TEAM**

Item Number	Contractor Deliverables	Notes to Supplier
1	<p>Price breakdown to this Schedule for SOAC and SOPC training courses below to apply from approx.</p> <p>28<sup>th</sup> August 2018 until 26<sup>th</sup> February 2019. The Authority reserves the right to extent this contract on a monthly basis or in 3 month blocks up until June 2019</p>	<p>Note 1 – prices (excluding VAT) to include all direct and indirect overheads attributable to performance of the Contract. For the avoidance of doubt, no additional costs such as, but not exclusively limited to, secretarial support, stationery, computing etc. will be allowed as discrete charges against the contract.</p>

**Contract HOC3b/00090 – Price Breakdown**

As per your ITT proposal dated 28/06/18, previous ITT reference HOC3b/00078

**Schedule of Requirement 1 : STAFF OFFICERS C-IED AWARENESS (SOAC)**

Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column I
Framework Staff Band	Firm Number of man Days	Firm Man Day Rate	Price by Multiplying No Of Man days by Man Day Rate	Firm price per Course if better than column D	75% Contractor Input	50% Contractor Input	25% Contractor Input	Expenses/costs if not included in Man Day rate

**Contract HOCS3b/00090 – Price Breakdown**

As per your ITT proposal dated 28/06/18, previous ITT reference HOCS3b/00078

**Schedule of Requirement 2 : Staff Officers (CIED) Planning Course (SOPC)**

1.	Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column I
	Framework Staff Band	Firm Number of man Days	Firm Man Day Rate	Price by Multiplying No Of Man days by Man Day Rate	Firm price per Course if better than column D	75% Contractor Input	50% Contractor Input	25% Contractor Input	Expenses if not included in Man Day rate

## Contract HOCS3b/00090 - Statement of Requirements (Agreement)

Services set out in the Statement of Requirements contained in this Call-off Contract and Proposal dated 28/06/18, ITT reference HOCS3b/00078 now contract HOCS3b/00090.

BPST(A)/J8/J8/8.04.06

### STATEMENT OF REQUIREMENT: SUPPORT TO REGIONAL CAPACITY BUILDING ACTIVITIES 2018/19, STAFF OFFICERS C-IED AWARENESS (SOAC)

#### Introduction

1. British Peace Support Team (Africa) [BPST(A)] manages HMG support to capacity building of the security sectors of African partner nations in the Africa region, in particular to improve their capability and capacity to undertake Peace Support Operations (PSO). The various HMG strategies within the region focus on operationalising African military and peace support capabilities.

#### Objective

2. Commercial support for the delivery of specific C-IED capacity building activities, as detailed in Annex A:

- a. SOAC training.

#### Recipient

3. This activity supports the development of C-IED as a capability within regional African militaries, prepares AU Troop Contributing Countries (TCCs) for deployment on operations, and supports delivery of the regional C-IED Wing project.

#### Scope

4. All the subordinate activities require the contractor to support the design and production of training materials; support to the delivery of training by suitably qualified and experienced instructors; support to the evaluation of the training, including reporting on participants and support to any associated Monitoring and Evaluation (M&E) regime. This includes evaluation of the lessons learned during the delivery of the activities. The following activity will be undertaken:

- a. **Support to BPST(A).** This Statement of Requirement (SoR) details the proposed contracted element of support to specific activity within the overall BPST(A) annual training progression:
  - (i)
  - (1) SOAC Training Courses
  - (ii)

#### Dependencies

5. Subject to contract, the following is assumed for planning purposes:

- a. **Office space.** BPST(A) will identify and secure appropriate training venues for each training activity which shall include one (1) instructors' room with electrical power and appropriate furniture.
- b. **Communication and Information Technology.** Contractors should expect to deploy with their own laptop computers (able to process MS Office material) and mobile phones. Electrical power shall be available at each of the training facilities. Additionally, WiFi internet

access and access to a local mobile telephone provider is generally available, but the reliability of these services cannot be guaranteed. Data transfer is typically via 'thumb/flash drives'. The contractor should ensure it has its own means of communication and internet should this not be available in the training locations

c. **Security.** The Project Officer with responsibility for each activity shall provide a security brief in coordination with the British High Commission/Embassy Defence Section with responsibility for the location at which the activity will take place.

d. **Insurance.** The contractor shall be responsible for the provision of personal insurance, company liability and indemnity insurance, travel and medical insurance cover. This should be fully demonstrated in the contractor's submission

e. **Transportation.**

(1) Students; transport and subsistence shall be provided and coordinated by BPST(A) for all local requirements including student movement as required.

(iii)

(2) Contractors; the contractor shall be responsible for transport and subsistence of contractors and should ensure that sufficient transportation is provided for all training support activity the contractor needs to carry out.

f. **Administration.** Administration including Joining Instructions, local transport, feeding arrangements and medical facilities will be coordinated by BPST(A) for all students.

g. **Training material and facilities.** Classrooms, and additional training material (stationery, etc.) will be provided by and coordinated between BPST(A) and the establishment at which the activity is to be conducted. Equipment purchased by the contractor for the purposes of the training course remains the property of the contractor. See paragraph 8d. below.

h. **Instructor accommodation.** The contractor is to arrange instructor accommodation and life support as needed throughout the training. In more remote locations, or where training is required during hours of darkness after which travel is not possible, BPST(A) may arrange field accommodation and may pass associated charges to the contractor.

i. **Deployment Timeframes.** BPST(A) will give the contractor no less than 30 days' notice of the requirement to deliver a training course unless a reduced time scale is mutually agreed.

(iv)

j. **Training Audience.** BPST(A) will coordinate with the relevant host nation organisation to ensure that the course participants meet the necessary course entry standard.

## Outputs and Deliverables

6. The contractors, under the direction of the assigned Project Officer, shall:

a. Design and produce associated training materials and training aids and deliver instructional periods, syndicate room activities and associated training. All training material and training aids supplied by the contractor remain the property of the contractor.

b. Produce all student hand out material and electronic media supply.

c. Conduct an evaluation of the activity, including meeting M&E requirements as defined by the Project Officer and identifying lessons learned.



- d. Produce a report to BPST(A) detailing the conduct of the activity including an evaluation of the activity and lessons learned.
- e. Support follow up amendments for course changes from student feedback and delivery.

The contractor shall take special note of gender parity, sustainability and Value for Money throughout.

7. **Services.** The following additional services shall be provided by the contractor:

- a. **Scenario development.** To include the development of a general scenario with associated maps and graphics, sufficient to provide the framework for syndicate work and planning exercises. An additional, simplified scenario may also be produced to support syndicate room activity.
- b. **Production of training material.** To include printing and electronic media to support the delivery of the training as required. The contractor, in accordance with this SoR, will develop some training material. The content of training material, aide memoirs and mapping to support the training scenarios shall be agreed with the Project Officer. The contractor should expect to be responsible for the cost of their production.

### **Specific Requirements**

8. The details of the activities are contained in Annex A.

a. **Activity/Training Audience.** The specific requirement for each activity is described in Annex A. Students are expected to be already trained in their individual specialisations in accordance with assigned roles, with an appropriate level of English language skills and an appropriate level of computer literacy (able to operate a PC and effectively use email and MS Word, Excel and PowerPoint to create and manage products associated with mission staff work). The requirement for language translation services in support of activities is under review, and is outside the scope of this SoR.

b. **Time/Approach.** The requirement for contracted days for each activity is described as follows:

(1) **Delivery.** Training shall to be delivered in line with the initial contractors recommended course/s profile and duration.

(2) **Preparation in location.** Time will be allocated for contractors to integrate with other training providers (Project Officer, military training teams, subject matter experts / advisers as appropriate), to prepare training facilities and to finalise the detailed programme for the activity on arrival at the training location.

(3) **Travel.** Time will be allocated for travel to and recovery from the training locations.

(4) **Preparation at 'home location'.** There will be a requirement to prepare material in advance of each activity. Much of this work can be done remotely; the detailed SOR for each activity (Annex A) includes a statement of the number of days estimated to be required for preparation, to include any modifications or additions to the generic scenario required to support the specific activity, and the development and production of associated materials. It is assumed that the contractor will determine how this work is to be divided between individual instructors; should additional (or less) time be required to prepare for a specific activity, this matter shall be discussed and agreed with the nominated Project Officer but ultimately will be the responsibility of the contractor to ensure all is "in Place" for course start and delivery.

c. **Location.** All training will take place at the Peace & Conflict Studies School (PCSS), Nairobi, Kenya. Any alteration to this location is to be mutually agreed between the contractor and BPST(A).

d. **Resources.** Detail at Annex A. Generically:

(1) **Project Officer.** BPST(A) shall provide, or facilitate provision of, an individual with appropriate experience as the Project Officer for each activity, responsible for overall coordination and monitoring the performance of the contractor.

(2) **Instructors.** The contractor shall provide instructors, noting the potential for a blended Military/Contractor team (Para 12 below), in accordance with agreed student: instructor ratios, to deliver instructional periods together with the Project Officer, associated training teams and subject matter experts, under the approval of the Project Officer. Contractors are to have formal training as specified in Annex A:

(a) **Military training and experience.** Contractors shall have received formal training and have operational experience in the subject being taught on the training course:

(v)

(b) **Training experience.** Contractors shall have experience of civil/military training planning.

(c) **Instructional experience.** Contractors shall have experience as instructors teaching students at the level of the specific activity as described at Annex A.

(3) **Training Material.** Some training material will be developed by the contractor in accordance with this SoR.

(4) **Training Facilities.** The provision of training facilities shall be coordinated between the Project Officer and the hosting organisation. Students shall be accommodated on site or in the local area. Student administration including transport, feeding arrangements and medical facilities will be provided by the hosting organisation or BPST(A).

## **Reporting and M&E**

9. It is envisaged that a single BPST(A) officer will be allocated as the primary point of contact for the contractor; this officer shall keep Commander BPST(A) informed of progress. The contractors assigned to each activity shall report directly to the Project Officer assigned the lead for that activity. Each activity has a reporting requirement (described in more detail in Annex A to this SoR), and deliverables include a post-activity report and associated M&E; the specific M&E requirements will be defined by the Project Officer assigned as the lead for each activity.

## **Financial Management and Payments**

10. Payment will be made within 30 days of the completion of each activity, for that activity. Financial matters shall be addressed within the report required on completion of each activity, and a consolidated invoice for that activity submitted for payment via BPST(A). Audit of accounts will be in accordance with established MODUK procedures.

## **Performance Management**

11. The Project Officer assigned the lead for each activity will be responsible for monitoring the performance of the contractor. Contractor performance will be reviewed after each activity.

## **Budget**

12. Funding for the activities described has been agreed in principle under the existing framework. However, in the fragile environment it may not be possible to guarantee sustained funding if policy and priorities change.

### **Timeframe, Quantity and blended Military/Contractor delivery.**

13. This SoR details support to Year 2018/19. This requirement is in the form of a “call-off” contract for the delivery of up to two (2) courses this quantity can be changed by mutual agreement. There is also a requirement for the contractor to be prepared to contribute either 100%, 75%, 50% or 25% of the instructional team dependent on the availability of Military personnel; the contractor should indicate the cost reduction for the 75%, 50% and 25% options.

Annex:

A. SOAC Training Course.

## **STAFF OFFICERS C-IED AWARENESS COURSE**

1. **Course Overview.** The purpose of this course is to familiarise Staff at Operational Level Headquarters with an overview of the IED weapon system and Attack the Network (AtN) enablers and activities. The Counter-Improvised Explosive Device (C-IED) approach consists of a number of different activities, technologies and methods of their employment. The information imparted during the course will give attendees the appreciation and understanding of C-IED enabling them to provide general advice in order to contribute to C-IED development.
2. **Course duration:** Estimated but not restricted to 5 days per course.
3. **Capability development.** The contractor should approach each course as part of a full spectrum capability development and will be expected, when required, to link in with other agencies, countries and organisations that contribute to Eastern African operations.
4. **Ongoing review.** The courses will be reviewed as an ongoing program to ensure they keep in step with capability development, threat, TTPs and operational requirements.
5. **Student Numbers.** Will be limited to a maximum of 20 per course.
6. **Location.** All training will normally take place at the Peace & Conflict Studies School (PCSS), Nairobi, Kenya. Any alteration to this location within Eastern Africa is to be mutually agreed between the contractor and BPST(A).
7. **Team/Course Equipment.** The Contractor should provide course instructional material, students hand out/guides, training aids, supporting instructional material and IT to be able to deliver the course.
8. **Learning Outcomes.** The course shall have the following learning outcomes:
  - TO1. To understand the fundamentals of IED construction and emplacement.
  - TO2. To understand the key methods of initiation and how they can be countered.
  - TO3. To understand friendly force CIED capability.
  - TO4. To understand and explain the conduct of CIED operations.
  - TO5. To understand the key constraints that are encountered when conducting CIED operations.
- (vi)
- (vii) 9. **Intellectual property.** Any course material produced by the contractor will be considered the property of both the contractor and BPST(A). All training material should be sent to the project officer prior to course commencement. All training material should equally share branding between BPST(A) and the CIED Wing.

## **Contract HOCS3b/00090 - Statement of Requirements (Agreement)**

Services set out in the Statement of Requirements contained in this Call-off Contract and Proposal dated 28/06/18, ITT reference HOCS3b/00078 now contract HOCS3b/00090.

BPST(A)/J8/J8/8.04.06

### **STATEMENT OF REQUIREMENT: SUPPORT TO REGIONAL CAPACITY BUILDING ACTIVITIES, STAFF OFFICERS' (CIED) PLANNING COURSE (SOPC)**

#### **Introduction**

1. The British Peace Support Team (Africa) [BPST(A)] manages HMG support to capacity building of African partner nations security sectors in the Africa region, in particular to improve their capability and capacity to undertake Peace Support Operations (PSO). The various HMG strategies within the region focus on developing operational African military and peace support capabilities.

#### **Objective**

2. Commercial support for the delivery of specific C-IED capacity building activities, as detailed in Annex A:

b. SOPC training.

#### **Recipient**

3. This activity supports the development of C-IED as a capability within regional African militaries, prepares AU Troop Contributing Countries (TCCs) for deployment on operations, and supports delivery of the regional C-IED Wing project.

#### **Scope**

4. All the subordinate activities require the contractor to support the design and production of training materials; support to the delivery of training by suitably qualified and experienced instructors; support to the evaluation of the training, including reporting on participants and support to any associated Monitoring and Evaluation (M&E) regime. This includes evaluation of the lessons learned during the delivery of the activities. The following activity will be undertaken:

b. **Support to BPST.** This Statement of Requirement (SoR) details the proposed contracted element of support to specific activity within the overall BPST(A) annual training progression:

## Dependencies

5. Subject to contract, the following is assumed for planning purposes:

a. **Training establishments.** BPST(A) will identify and secure appropriate training venues for each training activity.

b. **Communication and Information Technology.** Contractors should expect to deploy with their own laptop computers (able to process MS Office material) and mobile phones. Electrical power shall be available at each of the training facilities. Additionally, WiFi internet access and access to a local mobile telephone provider is generally available, but the reliability of these services cannot be guaranteed. Data transfer is typically via 'thumb/flash drives'. The contractor should ensure it has its own means of communication and internet, should this not be available in the training locations.

c. **Security.** The project officer with responsibility for each activity shall provide a security brief in coordination with the British High Commission/Embassy Defence Section with responsibility for the location at which the activity will take place.

d. **Insurance.** The contractor shall be responsible for the provision of personal insurance, company liability and indemnity insurance, travel and medical insurance cover. This should be fully demonstrated in the contractor's submission.

e. **Transportation.**

(3) **Students.** Transport and subsistence will be provided and coordinated by BPST(A) for all local requirements including student arrival and dispersal.

(4) **Instructors.** The contractor will be responsible for transport and subsistence of instructors and should ensure that sufficient transportation is provided for all training support activity the instructor needs to carry out.

f. **Administration.** Administration including Joining Instructions, local transport, feeding arrangements and medical facilities will be coordinated by BPST(A) for all students.

g. **Training material and facilities.** Classrooms, and additional training material (stationery, etc.) will be provided by and coordinated between BPST(A) and the establishment at which the activity is to be conducted. Equipment purchased by the contractor for the purposes of the training course remains the property of the contractor .

h. **Instructor accommodation.** The contractor is to arrange instructor accommodation and life support as needed throughout the training. In more remote locations, or where training is required during hours of darkness after which travel is not possible, BPST(A) may arrange field accommodation and may pass associated charges to the contractor .

i. **Deployment timeframes.** BPST(A) will give the contractor no less than 30 days' notice of the requirement to deliver a training course unless a reduced time scale is mutually agreed.

j. **Training audience.** BPST(A) will coordinate with the relevant host nation organisation to ensure that the course participants meet the necessary course entry standard.

## Outputs and Deliverables

6. The contractor, under the direction of the assigned project officer, will:

- a. Design and produce associated training materials and training aids and deliver instructional periods, syndicate room activities and associated training. All training material and training aids supplied by the contractor will be considered the property of the contractor and BPST(A).
- b. Produce all student hand out material and electronic media supply.
- c. Conduct an evaluation of the activity, including meeting M&E requirements as defined by the project officer and identifying lessons learned.
- d. Produce a report to BPST(A) detailing the conduct of the activity including an evaluation of the activity and lessons learned.
- e. Support follow up amendments for course changes from student feedback and delivery.
- f. The contractor will ensure gender parity throughout all training.

7. **Services.** The following additional services will be provided by the contractor :

- a. **Scenario development.** To include the development of a general scenario with associated maps and graphics, sufficient to provide the framework for syndicate work and planning exercises. An additional, simplified scenario may also be produced to support syndicate room activity.
- b. **Production of training material.** To include printing and electronic media to support the delivery of the training as required. The contractor, in accordance with this SoR, will develop some training material. The content of training material, aide memoirs and mapping to support the training scenarios shall be agreed with the project officer. The contractor should expect to be responsible for the cost of their production.

## Specific Requirements

8. The details of the activities are contained in Annex A.

a. **Activity/Training Audience.** The specific requirement for each activity is described in Annex A. Students are expected to be already trained in their individual specialisations in accordance with assigned roles, with an appropriate level of English language skills and an appropriate level of computer literacy (able to operate a PC and effectively use email and MS Word, Excel and PowerPoint to create and manage products associated with mission staff work).

b. **Time/Approach.** The requirement for contracted days for each activity is described as follows:

(1) **Delivery.** Training will to be delivered in line with the specified training days detailed at Annex A.

(2) **Preparation in location.** Time will be allocated for instructors to integrate with other training providers (project officer, military training teams, subject matter experts/ advisers as appropriate), to prepare training facilities and to finalise the detailed programme for the activity on arrival at the training location.

(3) **Travel.** Time will be allocated for travel to and recovery from the training locations.

(4) **Preparation at home location.** There will be a requirement to prepare material in advance of each activity. Much of this work can be done remotely; the detailed SoR for each activity (Annex A) includes a statement of the number of days estimated to be required for preparation, to include any modifications or additions to the generic scenario required to support the specific activity, and the development and production of associated materials. The contractor will determine how this work is to be divided between individual instructors; should additional (or less) time be required to prepare for a specific activity, this matter shall be discussed and agreed with the nominated project officer but ultimately will be the responsibility of the contractor to ensure all is in Place for course start and delivery.

c. **Location.** All training will take place at the International Peace Support Training Centre (IPSTC), Nairobi, Kenya. Any alteration to this location is to be mutually agreed between the contractor and BPST(A).

d. **Resources.** Detail at Annex A. Generically:

(1) **Project officer.** BPST(A) will provide, or facilitate provision of, an individual with appropriate experience as the project officer for each activity, responsible for overall coordination and monitoring the performance of the contractor .

(2) **Instructors.** The contractor will provide instructors, noting the potential for a blended Military/Contractor team (Para 13 below), in accordance with agreed student: instructor ratios, to deliver instructional periods together with the project officer, associated training teams and subject matter experts. Instructors are to have formal training as specified in Annex A:



(b) **Military training and experience.** Instructors will have received formal training and have operational experience in the subject being taught on the training course.

(c) **Training experience.** Instructors will have experience of civil/military training planning.

(d) **Instructional experience.** Instructors will have qualifications and experience as instructors teaching students at the level of the specific activity as described at Annex A.

(3) **Training Facilities.** The provision of training facilities will be coordinated between the project officer and the hosting organisation. Students shall be accommodated on site or in the local area. Student administration including transport, feeding arrangements and medical facilities will be provided by the hosting organisation or BPST(A).

## **Reporting and M&E**

9. A single BPST(A) officer will be allocated as the primary point of contact for the contractor; this officer shall keep Commander BPST(A) informed of progress. The instructors assigned to each activity will report directly to the project officer assigned the lead for that activity. Each activity has a reporting requirement (described in more detail in Annex A to this SoR), and deliverables include a post-activity report and associated M&E; the specific M&E requirements will be defined by the project officer assigned as the lead for each activity.

## **Financial Management and Payments**

10. Payment will be made within 30 days of the completion of each activity, for that activity. Financial matters shall be addressed within the report required on completion of each activity, and a consolidated invoice for that activity submitted for payment via BPST(A). Audit of accounts will be in accordance with established MOD UK procedures.

## **Performance Management**

11. The project officer assigned the lead for each activity will be responsible for monitoring the performance of the contractor. Contractor performance will be reviewed after each activity.

## **Budget**

12. **Funding.** Funding for the activities described has been agreed in principle under the existing framework. However, in the fragile environment it may not be possible to guarantee sustained funding if policy and priorities change.

**Timeframe, Quantity and blended Military/Contractor delivery.**

13. This SoR details support as detailed in the ITT letter. The requirement is a form of “call-off” contract for the delivery of a specified number of courses, this quantity can be changed by mutual agreement. There is also a requirement for the contractor to be prepared to contribute either 100%, 75%, 50% or 25% of the instructional team dependent on the availability of Military personnel; the contractor should indicate the cost reduction for the 75%, 50% and 25% options.

Annex:

B. SOPC Training Course.

## **STAFF OFFICERS' PLANNING COURSE (SOPC)**

1. **Course Overview.** The SOPC delivers an integral planning capability within the deployed headquarters planning process, with regards C-IED. The skills and information taught will allow individuals to advise with authority on the IED threat within a specific area of operations and integrate C-IED into the headquarters planning process. Utilising available intelligence, analysing the ground and considering the current IED threat attendees will be able to give timely, accurate and considered advice, which will assist commanders in making life saving decisions, to allow freedom of movement and to disrupt the enemies' TTPs.
2. **Course duration:** The course is restricted to 5 days in total.
3. **Capability development.** The contractor should approach each course as part of a full spectrum capability development and will be expected, when required, to link in with other agencies, countries and organisations that contribute to Eastern African operations.
4. **Ongoing review.** Courses will be reviewed as an ongoing programme to ensure they keep in step with capability development, threat, TTPs and operational requirements.
5. **Student Numbers.** Will be limited to a maximum of 26 per course.
6. **Location.** All training will normally take place at the International Peace Support Training Centre (IPSTC), Nairobi, Kenya. Any alteration to this location within Eastern Africa is to be mutually agreed between the contractor and BPST(A).
7. **Team/Course Equipment.** The Contractor should provide course instructional material, students hand out/guides, training aids, supporting instructional material and IT to be able to deliver the course. SOPC Team equipment sets will be provided by BPST(A).
8. **Training Objectives.** By the end of the course, students will be able to:
  - TO1.** To understand the fundamentals of IED construction and emplacement.
  - TO2.** To understand the key methods of initiation and how they can be countered.
  - TO3.** To understand friendly force CIED capability.
  - TO4.** To determine the likely IED threats by using the threat assessment and threat summary process.
  - TO5.** To be able to plan and advise with regards CIED in the headquarters planning process.
9. **Intellectual property.** Any course material produced by the contractor will be considered the property of both the contractor and BPST(A). All training material should be sent to the project officer prior to course commencement. All training material should equally share branding between BPST(A) and the CIED Wing.

10. **Training Material.** All training material will need to be signed off by DEODs prior to the course commencing to ensure that no sensitive information is divulged from a UK technical perspective.

**Contract HOC3b/00090 – Call-off Terms and Conditions**

In accordance with Clause 54 of this agreement the Additional MOD DEFCONS and DEFFORMS to be incorporated into this Call-Off are as follow:

DEFCON No	Version	Description
DEFCON 502	05/17	Specification Changes
DEFCON 503	12/14	Formal Amendments To Contract
DEFCON 522	18/11	Payment and Recovery of Sums due
DEFCON 531	11/14	Disclosure of Information
DEFCON 532	05/18	Personal Data Particulars
DEFCON 532B	05/18	Protection of Personal Data Personal Data is being processed on behalf of the Authority
DEFCON 566	03/18	Change of Control of Contractor
DEFCON 630	02/18	Framework Agreements
DEFCON 656A	08/16	Termination for Convenience
DEFCON 621B	10/04	Transport ( if the Authority is responsible for Transport )
DEFCON 550	02/14	Child Labour and Employment Law
DEFCON 602B	12/06	Quality Assurance (Without Deliverable Quality Plan )

DEFFORM's (Ministry of Defence Forms)

DEFFORM No	Version	Description
DEFFORM 111	12/111	Addresses and Other Information

## Appendix - Addresses and Other Information

**1. Commercial Officer**

Name: Def Comrcl CC-HOCS3b

Address

Email:

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

Name: Business Manager

Address:

Email:

**3. Packaging Design Authority**

Organisation &amp; point of contact:

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

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

Tel No:

(b) U.I.N. D4848A

**5. Drawings/Specifications are available from****6 Intentionally Blank****7. Quality Assurance Representative:**

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

AQAPS and DEF STANs are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.uwh.diif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].**8. Public Accounting Authority**

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD. 44(0) 0161 233 5394

**9. Consignment Instructions**

The items are to be consigned as follows:

**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 8JHAir Freight Centre

IMPORTS ☎ 030 679 81113/81114 Fax 01117 913 8943

EXPORTS ☎ 030 67981113/81114 Fax 01117 913 8943

Surface Freight Centre

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

EXPORTS ☎

**B. JSCS**

JSCS Helpdesk No. lect option 2, then option 3)

JSCS Fax No.01869 256837

[www.freightcollection.com](http://www.freightcollection.com)**11. The Invoice Paying Authority (see Note 1)**

Ministry of Defence ☎ 0151-242-2000

DBS Finance

Walker House

Exchange Flags

Liverpool, L2 3YL

Fax: 0151-242-2809

**Website is:**<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>**12. Forms and Documentation are available through \*:**Ministry of Defence, Forms and Pubs Commodity Management  
PO Box 2, Building C16, C Site

Lower Arncott

Bicester, OX25 1LP ( Tel. 01869 256197 Fax 01869 256824

**Applications via fax or email:** [DESLCSLS-](mailto:DESLCSLS-)[OpsFormsandPubs@mod.uk](mailto:OpsFormsandPubs@mod.uk)**NOTES**

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

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

**SAMPLE ORDER FORM / TASKING FORM**

**USE OF ORDER FORM PROCEDURE**

1. The Designated Officer will supply the Contractor with a serially numbered and signed Order Form (Form OF/1) which will detail the Task requirements at Part 1.
2. On receipt of the Order Form, the Contractor shall notify his unqualified acceptance of the order by completing Part 2 of the form and returning it to the Designated Officer.
3. In order to claim payment for completed tasks, please action in accordance with Annex 2 Payment Terms/Profile

NO PAYMENT WILL BE MADE FOR WORK CARRIED OUT OUTWITH THE TERMS OF THE ENABLING CONTRACT OR COMMENCED OUTWITH THE PERIOD OF THE ENABLING CONTRACT.

4. Order forms completed at Part 1 will be distributed as follows:
  - 4.1 one copy to the Contractor;
  - 4.2 one copy is retained by the Designated Officer;
  - 4.3 one copy to UA Task demander;
  - 4.4 one copy to Contracts Branch;

## ORDER FORM / TASKING FORM

Contract No :  
**HOCS3b/00090**

Task No:

Date of Request:

**PART 1****1. The Authority has a requirement for the following Task:**

(To be completed by the Authority's Unit of Account (UA) Task demander or his/her authorised representative).

a. Title of Task :

b. Details of the Task:

c. Requested Start date:

d. Requested Completion date:

e. Task Location:

f. UA Point of Contact:

g. Task Price:

Pricing of this task is on a Firm Price basis. (As dictated by Lot 1 Framework Rates in Schedule of Pricing).

To be completed by the UA Task  
Demander:

SIGNED .....

NAME .....

POST .....

TELEPHONE NO .....

DATE .....

To be completed by DBS OPS  
Designated Officer:

SIGNED .....

NAME .....

POST .....

TELEPHONE NO .....

DATE .....



## **PART 2**

### **2. Contractor Order Acknowledgment**

The contractor confirms their unqualified acceptance of the order as specified at Part 1.

Authorising Officer (on behalf of the contractor):

SIGNED .....

NAME .....

POST.....

TELEPHONE NO .....

DATE .....

## **PART 3**

Certificate of Acceptance by the Authority of Services and or Outputs.

8. It is certified that the Authority accepts the services and/or outputs provided by [Designated Officer to enter firms name] in performance of the Order (Work Package) Number ..... under the terms and conditions of Enabling Contract Number HOCS3b/00090

To be completed by Designated Officer

SIGNATURE .....

NAME .....

OFFICIAL STAMP

APPOINTMENT .....

TELEPHONE NO .....

DATE .....

**Schedule 6**

**TRANSFER REGULATIONS**

**EMPLOYEE TRANSFER ARRANGEMENTS ON EXIT**

**1. DEFINITIONS**

1.1 In this Schedule 6, save where otherwise provided, words and terms defined in Section 2 of Conditions of Agreement of the Contract shall have the meaning ascribed to them in Section 2 (Conditions of Agreement) of the Contract.

1.2 Without prejudice to Section 2 (Conditions of Agreement) of the Contract unless the context otherwise requires:

“ **"Data Protection Legislation"** means: (i) any legislation in force from time to time in the United Kingdom which implements the European Community's Directive 95/46/EC and Directive 2002/58/EC, including but not limited to the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003; (ii) from 25 May 2018 only, Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the **"General Data Protection Regulation"**); (iii) any other legislation in force from time to time in the United Kingdom relating to privacy and/or the processing of Personal Data; and (iv) any guidance or statutory codes of practice issued by the Information Commissioner or the European Data Protection set up under the General Data Protection Regulation in relation to such legislation;

**"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 [X] 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 [X] (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 [X] (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 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 2.1.4, 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 [X].

- 2.1.6 The Authority may at any time prior to the period set out in paragraph 2.1.5 of this Schedule [X] 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 [X] 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 6, 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**

1. Pursuant to paragraph 2.1.2 of this Schedule [X], 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**

- 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.

**1.2 Performance Appraisal**

- a) The current year's Performance Appraisal;
- b) Current year's training plan (if it exists); and

- c) Performance Pay Recommendations (PPR) forms completed in the current reporting year, or where relevant, any bonus entitlements.

### 1.3 **Superannuation and Pay**

- a) Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken 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.

### 1.4 **Medical**

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

### 1.5 **Disciplinary**

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

### 1.6 **Further information**

- a) Information about specific adjustments that have been made for an individual under the 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**

1.7 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.

# **Personal Data Particulars**

**DEFFORM 532**

Edn 05/18

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

<b>Data Controller</b>	<p>The Data Controller is the Secretary of State for Defence (the Authority).</p> <p>The Personal Data will be provided by:</p> <p>The British Peace Support Team (Africa), Westwood Park Rd, Karen, Nairobi, Kenya</p>
<b>Data Processor</b>	<p>The Data Processor is the Contractor.</p> <p>The Personal Data will be processed at:</p> <p>Optima Defence &amp; Security Group Ltd, 130 High Street, Marlborough, Wiltshire. SN8 1LZ.</p>
<b>Data Subjects</b>	<p>The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects:</p> <p>Military personnel deploying to Somalia from within the East African region nominated by the Troop Contributing Countries (TCCs).</p>
<b>Categories of Data</b>	<p>The Personal Data to be processed under the Contract concern the following categories of data:</p> <p>Names and contact details including email addresses and place of work.</p>
<b>Special Categories of data (if appropriate)</b>	<p>The Personal Data to be processed under the Contract concern the following Special Categories of data: N/A</p>
<b>Subject matter of the processing</b>	<p>The processing activities to be performed under the contract are as follows:</p> <p>The data will be used to form part of the post training Monitoring and Evaluation (M&amp;E) process, (i.e., did the student actually deploy).</p>

<b>Nature and the purposes of the Processing</b>	<p>The Personal Data to be processed under the Contract will be processed as follows:</p> <p>The data will remain in-house and used to form the requirement for future training courses.</p>
<b>Technical and organisational measures</b>	<p>The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract:</p> <p>There is a requirement for BPST(A) to have full sight of the data gathered by the contractor.</p>
<b>Instructions for disposal of Personal Data</b>	<p>The disposal instructions for the Personal Data to be processed under the Contract are as follows (where Disposal Instructions are available at the commencement of Contract):</p> <p>The data is to be retained for a minimum of 4 years.</p>
<b>Date from which Personal Data is to be processed</b>	<p>Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here:</p> <p>The data will be from the commencement date of the contract 28<sup>th</sup> of August 2018.</p>

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