



Ministry of Defence

Army HQ BFG Team

Contract No: CB/BFG/0131

For:

Provision of Adventurous Training Instructors

Between Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland Team Name and address: Army Commercial Bldg 5 Catterick Kaserne Detmolder Straße 440 33605 Bielefeld - Germany E-mail Address: [redacted] Telephone Number: [redacted] Facsimile Number: [redacted]	And Contractor Name and address: Way Beyond Poststr. 1 87541 Bad Hindelang Germany E-mail Address: [redacted] Telephone Number: [redacted] Mobile: [redacted] Facsimile Number: [redacted]
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A	GENERAL CONTRACT PROVISIONS.....	4
A1.	Interpretation	4
A2.	Amendments to Contract	4
A3.	Variations to Specification	4
A4.	Precedence	5
A5.	Severability	5
A6.	Assignment of Contract	5
A7.	Waiver.....	5
A8.	Third Party Rights	5
A9.	Governing Law	5
A10.	Entire Agreement	6
A11.	Disclosure of Information.....	6
A12.	Publicity and Communications with the Media	8
A13.	Protection of Personal Data.....	8
A14.	Transparency	8
A15.	Equality	8
A16.	Child Labour and Employment Law.....	9
A17.	Subcontracting.....	9
A18.	Change of Control of Contractor.....	9
A19.	Termination for Insolvency or Corrupt Gifts.....	10
A20.	Consequences of Termination	12
A21.	Dispute Resolution	12
A22.	Termination for Convenience	13
A23.	Contractor's Records	13
A24.	Duration of Contract	13
A25.	Contractor's Warranties	13
B	THE CONTRACTOR DELIVERABLES.....	14
B1.	Supply of Contractor Deliverables and Quality Assurance	14
B2.	Environmental Requirements	14
B3.	Disruption	14
C	PRICE	14
C1.	Contract Price.....	14
D	INTELLECTUAL PROPERTY	15
D1.	Third Party Intellectual Property – Rights and Restrictions	15
E	FACILITIES AND ASSETS.....	17
E1.	Access to Contractor's Premises.....	17
F	DELIVERY	17
F1.	Authority's Remedies for Breach of Contract.....	17
G	PAYMENT AND RECEIPTS.....	18
G1.	Payment	18
G2.	Value Added Tax	19
G3.	Debt Factoring	19
G4.	Exceptional, short notice temporary changes	21
G5.	Man Days	
G6.	Out of Core Hours Requirements	
H	CONTRACT ADMINISTRATION	19
H1.	Progress Monitoring, Meetings and Reports	20
H2.	Authority Representatives	20
H3.	Notices	20
J.	THE PROJECT SPECIFIC DEFCONS AND DEFCON SC VARIANTS THAT APPLY TO THIS CONTRACT ARE:.....	21
	DEFCON 630 (EDN 03/15) - FRAMEWORK AGREEMENTS	22
	DEFCON 658 (EDN 04/17) - CYBER.....	22
K.	THE SPECIAL CONDITIONS THAT APPLY TO THIS CONTRACT ARE:	21
K1.	Overseas Expenditure	203
K2.	Duties and Taxes	23
K3.	Key Performance Indicators and Performance Management	23
L.	THE PROCESSES THAT APPLY TO THIS CONTRACT ARE:.....	22
L1.	Key Performance Indicators	203
L2.	DUNS Number.....	24

The Schedules that apply to this Contract are:

Schedule 1	Definitions of Contract
Schedule 2	Schedule of Requirements
Schedule 3	Contract Data Sheet
Schedule 4	Contract Change Process Procedure (i.a.w. clause A2.b)
Schedule 5	Statement of Requirement (SOR)
Schedule 6	Contractor's Commercially Sensitive Information Form

MOD Conditions for the Provision of Services:

Contract No: CB/BFG/0131

A General Contract Provisions

A1. Interpretation

- a. The defined terms in the Contract shall be as set out in Schedule 1.
- b. Unless the context otherwise requires:
 - (1) The singular includes the plural and vice versa, and the masculine includes the feminine and vice versa.
 - (2) The words "include", "includes", "including" and "included" are to be construed as if they were immediately followed by the words "without limitation", except where explicitly stated otherwise.
 - (3) The expression "person" means any individual, firm, body corporate, unincorporated association or partnership, government, state or agency of a state or joint venture.
 - (4) References to any statute, enactment, order, regulation, or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation, or instrument as amended, supplemented, replaced or consolidated by any subsequent statute, enactment, order, regulation, or instrument.
 - (5) The heading to any Contract provision shall not affect the interpretation of that provision.
 - (6) Any decision, act or thing which the Authority is required or authorised to take or do under the Contract may be taken or done only by the person (or their nominated deputy) authorised in Schedule 3 (Contract Data Sheet) to take or do that decision, act, or thing on behalf of the Authority.
 - (7) Unless excluded within the terms of the Contract or required by law, references to submission of documents in writing shall include electronic submission.

A2. Amendments to Contract

- a. All amendments to this Contract shall be serially numbered, in writing, issued only by the Authority's Representative (Commercial), and agreed by both Parties.
- b. Where the Authority or the Contractor wishes to introduce a change which is not Minor or which is likely to involve a change to the Contract Price, the provisions of Schedule 4 (Change Process) shall apply. The Contractor shall not carry out any work until any necessary change to the Contract Price has been agreed and a written amendment in accordance with clause A2.a above has been issued.

A3. Variations to Specification

- a. The Authority's Representative may, by Notice (following consultation with the Contractor as necessary), alter the Specification as from a date agreed by both Parties and to the extent specified by the Authority, provided that any such variations shall be limited to the extent that they do not alter the fit, form, function or characteristics of the Contractor Deliverables to be supplied under the Contract. The Contractor shall ensure that the Contractor Deliverables take account of any such variations. Such variations shall not require formal amendment of the Contract in accordance with the process set out in condition A2 (Amendments to Contract) and shall be implemented upon receipt, or at the date specified in the Authority's Notice, unless otherwise specified.
- b. Any variations that cause a change to:
 - (1) fit, form, function or characteristics of the Contractor Deliverables;
 - (2) the cost;
 - (3) Delivery Dates;
 - (4) the period required for the production or completion; or
 - (5) other work caused by the alteration,

shall be the subject to condition A2 (Amendments to Contract). Each amendment under condition A2 shall be classed as a formal change.

A4. Precedence

a. If there is any inconsistency between the different provisions of the Contract the inconsistency shall be resolved according to the following descending order of precedence:

- (1) Sections A - H (and J - L, if sections J - L are included in this Contract) of the Conditions of the Contract shall be given equal precedence with Schedule 1 (Definitions of Contract) and Schedule 3 (Contract Data Sheet);
- (2) Schedule 2 (Schedule of Requirements) and, where included, Schedule 8 (Acceptance Procedure);
- (3) the remaining Schedules; and
- (4) any other documents expressly referred to in the Contract.

b. If either Party becomes aware of any inconsistency, within or between the documents referred to in clause A4.a such Party shall notify the other Party forthwith and the Parties will seek to resolve that inconsistency on the basis of the order of precedence set out in clause A4.a. Where the Parties fail to reach agreement, and if either Party considers the inconsistency to be material to its rights and obligations under the Contract, then the matter will be referred to the dispute resolution procedure in accordance with condition A21 (Dispute Resolution).

A5. Severability

If any provision of the Contract is held to be invalid, illegal or unenforceable to any extent then:

- a. such provision shall (to the extent that it is invalid, illegal or unenforceable) be given no effect and shall be deemed not to be included in the Contract but without invalidating any of the remaining provisions of the Contract; and
- b. the Parties shall use all reasonable endeavours to replace the invalid, illegal or unenforceable provision by a valid, legal and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid, illegal or unenforceable provision.

A6. Assignment of Contract

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

A7. Waiver

- a. No act or omission of either Party shall by itself amount to a waiver of any right or remedy unless expressly stated by that Party in writing. In particular, no reasonable delay in exercising any right or remedy shall by itself constitute a waiver of that right or remedy.
- b. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

A8. Third Party Rights

Notwithstanding anything to the contrary elsewhere in the Contract, no right is granted to any person who is not a Party to the Contract to enforce any term of the Contract in its own right and the Parties to the Contract declare that they have no intention to grant any such right.

A9. Governing Law

- a. Subject to clause A9.d, the Contract shall be considered as a contract made in England and subject to English Law.
- b. Subject to clause A9.d and A21 (Dispute Resolution) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of England to resolve, and the laws of England to govern, any actions proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.
- c. Subject to clause A.9.d any dispute arising out of or in connection with the Contract shall be determined within the English jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this clause A9 and for the enforcement of any judgment, order or award given under English jurisdiction.
- d. If the Parties agree pursuant to the Contract that Scots Law should apply then the following amendments shall apply to the Contract:

- (1) Clause A9.a, A9.b and A9.c shall be amended to read:

"a. The Contract shall be considered as a contract made in Scotland and subject to Scots Law.

b. Subject to clause A21 (Dispute Resolution) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of Scotland to resolve, and the laws of Scotland to govern, any actions, proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.

c. Any dispute arising out of or in connection with the Contract shall be determined within the Scottish jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this clause A9 and for the enforcement of any judgment, order or award given under Scottish jurisdiction."

- (2) Clause A21.b shall be amended to read:

"In the event that the dispute or claim is not resolved pursuant to clause A21.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause A21.b shall be governed by the Arbitration (Scotland) Act 2010. The seat of the arbitration shall be Scotland. For the avoidance of doubt, for the purpose of arbitration the tribunal shall have the power to make provisional awards pursuant to Rule 53 of the Scottish Arbitration Rules, as set out in Schedule 1 to the Arbitration (Scotland) Act 2010."

e. Each Party warrants to each other that entry into the Contract does not, and the performance of the Contract will not, in any way violate or conflict with any provision of law, statute, rule, regulation, judgement, writ, injunction, decree or order applicable to it. Each Party also warrants that the Contract does not conflict with or result in a breach or termination of any provision of, or constitute a default under, any mortgage, contract or other liability, charge or encumbrance upon any of its properties or other assets.

f. Each Party agrees with each other Party that the provisions of this clause A9 shall survive any termination of the Contract for any reason whatsoever and shall remain fully enforceable as between the Parties notwithstanding such a termination.

g. Where the Contractor's place of business is not in England or Wales (or Scotland where the Parties agree pursuant to this Contract that Scots Law should apply), the Contractor irrevocably appoints the solicitors or other persons in England and Wales (or Scotland where the Parties agree pursuant to the Contract that Scots Law should apply) detailed in Schedule 3 (Contract Data Sheet) as its agents to accept on its behalf service of all process and other documents of whatever description to be served on the Contractor in connection with any litigation or arbitration within the English jurisdiction (or Scottish jurisdiction where the Parties agree pursuant to this Contract that Scots Law should apply) arising out of or relating to the Contract or any issue connected therewith.

A10. Entire Agreement

This Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes, and neither Party has relied upon, any prior negotiations, representations and undertakings, whether written or oral, except that this condition shall not exclude liability in respect of any fraudulent misrepresentation.

A11. Disclosure of Information

- a. Subject to clauses A11.d, A11.e, A11.h and A14 each Party:

(1) shall treat in confidence all Information it receives from the other;

(2) shall not disclose any of that Information to any third party without the prior written consent of the other Party, which consent shall not unreasonably be withheld, except that the Contractor may disclose Information in confidence, without prior consent, to such persons and to such extent as may be necessary for the performance of the Contract;

(3) shall not use any of that Information otherwise than for the purpose of the Contract; and

(4) shall not copy any of that Information except to the extent necessary for the purpose of exercising its rights of use and disclosure under the Contract.

b. The Contractor shall take all reasonable precautions necessary to ensure that all Information disclosed to the Contractor by or on behalf of the Authority under or in connection with the Contract:

- (1) is disclosed to its employees and Subcontractors, only to the extent necessary for the performance of the Contract; and
- (2) is treated in confidence by them and not disclosed except with the prior written consent of the Authority or used otherwise than for the purpose of performing work or having work performed for the Authority under the Contract or any subcontract.

c. The Contractor shall ensure that its employees are aware of the Contractor's arrangements for discharging the obligations at clauses A11.a and A11.b before receiving Information and shall take such steps as may be reasonably practical to enforce such arrangements.

d. Clauses A11.a and A11.b shall not apply to any Information to the extent that either Party:

- (1) exercises rights of use or disclosure granted otherwise than in consequence of, or under, the Contract;
- (2) has the right to use or disclose the Information in accordance with other Conditions of the Contract; or
- (3) can show:
 - (a) that the Information was or has become published or publicly available for use otherwise than in breach of any provision of the Contract or any other agreement between the Parties;
 - (b) that the Information was already known to it (without restrictions on disclosure or use) prior to receiving the Information under or in connection with the Contract;
 - (c) that the Information was received without restriction on further disclosure from a third party which lawfully acquired the Information without any restriction on disclosure; or
 - (d) from its records that the same Information was derived independently of that received under or in connection with the Contract;

provided that the relationship to any other Information is not revealed.

e. Neither Party shall be in breach of this condition where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the Party making the disclosure shall ensure that the recipient of the Information is made aware of and asked to respect its confidentiality. Such disclosure shall in no way diminish the obligations of the Parties under this condition.

f. The Authority may disclose the Information:

- (1) on a confidential basis to any central government body for any proper purpose of the Authority or of the relevant central government body, which shall include: disclosure to the Cabinet Office and / or HM Treasury for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes;
- (2) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
- (3) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- (4) on a confidential basis to a professional adviser, consultant or other person engaged by any of the entities defined in Schedule 1 (including benchmarking organisations) for any purpose relating to or connected with this Contract;
- (5) on a confidential basis for the purpose of the exercise of its rights under the Contract; or
- (6) on a confidential basis to a proposed body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under the Contract;

and for the purposes of the foregoing, references to disclosure on a confidential basis shall

mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this condition.

g. Before sharing any Information in accordance with sub-clause A11.f above, the Authority may redact the Information. Any decision to redact Information made by the Authority shall be final.

h. The Authority shall not be in breach of the Contract where disclosure of Information is made solely and to the extent necessary to comply with the Freedom of Information Act 2000 (the "Act") or the Environmental Information Regulations 2004 (the "Regulations"). To the extent permitted by the time for compliance under the Act or the Regulations, the Authority shall consult the Contractor where the Authority is considering the disclosure of Information under the Act or the Regulations and, in any event, shall provide prior notification to the Contractor of any decision to disclose the Information. The Contractor acknowledges and accepts that its representations on disclosure during consultation may not be determinative and that the decision whether to disclose Information in order to comply with the Act or the Regulations is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Act or the Regulations.

i. Nothing in this condition shall affect the Parties' obligations of confidentiality where Information is disclosed orally in confidence.

A12. Publicity and Communications with the Media

The Contractor shall not, and shall ensure that any employee or Subcontractor shall not, communicate with representatives of the press, television, radio or other media on any matter concerning the Contract unless the Authority has given its prior written consent.

A13. Protection of Personal Data

In the performance of the Contract, both Parties shall comply with their obligations as a data controller, as defined in the Data Protection Act 1998.

A14. Transparency

a. Subject to clause A14.b but notwithstanding condition A11, the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.

b. Before publishing the Transparency Information to the general public in accordance with clause A14.a, the Authority shall redact any Information that would be exempt from disclosure if it was the subject of a request for Information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, and any Information which has been acknowledged by the Authority at Schedule 6 (Contractor's Commercially Sensitive Information).

c. The Authority may consult with the Contractor before redacting any Information from the Transparency Information in accordance with clause A14.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact Information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

d. For the avoidance of doubt, nothing in this condition A14 shall affect the Contractor's rights at law.

A15. Equality

a. The Contractor shall not unlawfully discriminate either directly or indirectly on the grounds of age, disability, gender (including re-assignment), sex or sexual orientation, marital status (including civil partnerships), pregnancy and maternity, race, or religion or belief.

b. Without prejudice to the generality of the obligation in clause A15.a, the Contractor shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 (or any statutory modification or re-enactment thereof) or other relevant or equivalent Legislation in the country where the Contract is being performed.

c. The Contractor agrees to take reasonable efforts to secure the observance of the provisions of this condition A15 by any of its employees, agents, or other persons acting under its direction or Control who are engaged in the performance of the Contract.

d. The Contractor agrees to take reasonable efforts to reflect this condition A15 in any

subcontract that it enters into to satisfy the requirements of the Contract and to require its Subcontractors to reflect this condition A15 in their subcontracts that they enter into to satisfy the requirements of the Contract.

A16. Child Labour and Employment Law

a. In performing the Contract, the Contractor shall comply in all material respects with Child Labour Legislation and applicable employment legislation of those jurisdiction(s) where the Contract is being performed.

b. The Contractor agrees to use reasonable efforts to reflect this Condition in any subcontract that it enters into to satisfy the requirements of the Contract and to require its Subcontractors to reflect this Condition in their subcontracts that they enter into to satisfy the requirements of the Contract.

A17. Subcontracting and Prompt Payment

a. Subcontracting any part of the Contract shall not relieve the Contractor of any obligation, duty or liability attributable to the Contractor under the Contract.

b. The Contractor shall ensure, to the extent that they are applicable, that the Conditions of the Contract are reflected in any subcontracts for any part of the Contractor Deliverables.

c. In all circumstances the Contractor shall ensure that all subcontracts in relation to this Contract include:

(1) a requirement that either party to the subcontract may release to the Authority any of those parts of the subcontract documentation as are necessary to demonstrate the Contractor's compliance with the provisions of the Contract and that any such release shall not amount to a breach of any provision of confidentiality contained within the subcontract; and

(2) a term which requires payment to be made to the Subcontractor within a specified period not exceeding thirty (30) calendar days from receipt of a valid and undisputed invoice as defined by the subcontract requirements.

d. Where the Contractor places any subcontract with a value of more than £50,000 in connection with this Contract, it shall ensure that it has the right to terminate that subcontract for convenience giving twenty (20) Business Days' notice (or such other notice period as the Authority shall give under this Contract).

e. When placing subcontracts, the Contractor is asked to give consideration, as far as possible, to placing work on a competitive basis with Subcontractors that are Supported Businesses. The Contractor can find details of Supported Businesses in the United Kingdom on the Supported Business Directory that is British Association for Supported Employment at Unit 4, 200 Bury Road, Tottington, Lancashire BL8 3DX (Telephone: 01204 880733) or <http://business.base-uk.org/procurement>.

f. Where the Contractor subcontracts work under the Contract, which is likely to be subject to foreign export control, the Contractor shall use reasonable endeavours to incorporate in each subcontract the terms set out in Schedule 5 to this Contract. Where it is not practicable to include the terms set out in Schedule 5, the Contractor shall report that fact and the circumstances to the Authority.

A18. Change of Control of Contractor

a. The Contractor shall inform the Mergers & Acquisitions section, Supplier Relations Team, Poplar Level 1 # 2119, MOD Abbey Wood South, Bristol BS34 8JH as soon as practicable of any intended, planned or actual change of Control. The Contractor shall not be required to submit any notice which is unlawful or is in breach of either any pre-existing non-disclosure agreement or any regulations governing the change of Control of the Contractor in the UK or other jurisdictions. The Authority's Representative shall consider the potential change of Control and advise the Contractor in writing of any concerns that the Authority may have. Such concerns may include but are not limited to potential threats to national security, the ability of the Authority to comply with its statutory obligations or matters covered by the declarations made by the Contractor prior to Contract Award.

b. Each notice of change of Control shall be taken to apply to all contracts with the Authority.

c. The Authority may, acting reasonably, terminate the Contract by giving written notice to the Contractor within six (6) months of the Authority being notified or becoming aware that the

Contractor has undergone a change of Control where the Contractor has failed to address the Authority's concerns to the Authority's satisfaction in accordance with clause A18.a, or has failed to supply or withheld the Information required under clause A18.a.

d. If the Authority exercises its right to terminate in accordance with clause F1.a.(4) the Contractor shall be entitled to request the Authority to consider making a payment to represent any commitments, liabilities or expenditure which are reasonable and properly chargeable by the Contractor in connection with the Contract and which would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract. Any request for payment under this clause A18.d must be fully supported by documentary evidence. The decision whether to make such a payment shall be at the Authority's sole discretion.

A19. Termination for Insolvency or Corrupt Gifts

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

Insolvency:

- a. where the Contractor is an individual:
 - (1) the application by the Contractor for an interim order pursuant to Section 252 of the Insolvency Act 1986 (the "IA 86") or the court making an interim order pursuant to Section 253 of the IA 86;
 - (2) any composition, compromise, assignment, assignation or arrangement is made with any of the Contractor's creditors (including, without limitation, an individual voluntary arrangement under IA 86 and a trust deed for the benefit of any of the Contractor's creditors) or a moratorium on any of the Contractor's indebtedness comes into force;
 - (3) a debt payment programme under the Debt Arrangement and Attachment (Scotland) Act 2002 (the "DAAS Act") is approved in respect of a Contractor, an application is made by a Contractor to the Debt Arrangement Scheme (DAS) Administrator under the DAAS Act for approval of a debt payment programme or a Contractor gives written intimation to the DAS Administrator of their intention to make such an application;
 - (4) the presentation of a petition or other application for the appointment of any liquidator (whether provisional, interim or otherwise), administrator, receiver, administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets, unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of it;
 - (5) the appointment of any liquidator (whether provisional, interim or otherwise) administrator, receiver, administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets;
 - (6) where the Contractor is either unable to pay its debts as they fall due or has no reasonable prospect of being able to pay debts which are not immediately payable. The Authority shall regard the Contractor as being unable to pay its debts if:
 - (a) it has failed to comply with or to set aside a statutory demand under section 268 of the Insolvency Act 1986 or section 7 of the Bankruptcy (Scotland) Act 1985 within twenty-one (21) Business Days of service of the statutory demand on it;
 - (b) an execution or other process to enforce a debt due under a judgment or order of the court has been returned unsatisfied in whole or in part;
 - (c) a charge for payment of a debt has been served on the Contractor and has not been satisfied, returned or avoided within fourteen (14) Business Days of service; or
 - (d) it is apparently insolvent within the meaning of the Bankruptcy (Scotland) Act 1985; or
 - (7) any analogous procedure or step is taken in any jurisdiction;
- b. where the Contractor is a firm:
 - (1) the Contractor preparing and submitting documents to a nominee or filing or lodging documents in court, in each case in respect of a moratorium on creditor action under schedule A1 of IA 86 in respect of the Contractor;

- (2) any composition, compromise, assignment, assignation or arrangement is made with any of the Contractor's creditors (including, without limitation, an individual voluntary arrangement under IA 86 and a trust deed for the benefit of any of the Contractor's creditors) or a moratorium on any of the Contractor's indebtedness comes into force;
- (3) any event listed in clause A19.a occurs in respect of any partner of the Contractor who is an individual in connection with a liability or debt of the Contractor;
- (4) any event listed in clause A19.c occurs in respect of any partner of the Contractor which is a company or limited liability partnership registered in England and Wales or Scotland in connection with a liability or debt of the Contractor;
- (5) an event listed in clause A19.e in respect of any partner of the Contractor which is a company or similar entity (including any incorporated entity) registered other than in England and Wales or Scotland in connection with a liability or debt of the Contractor;
- (6) any event listed in this clause A19.b occurs in respect of any partner of the Contractor which is itself a firm in connection with a liability or debt of the Contractor;
- (7) the presentation of a petition or other application for the appointment of any liquidator (whether provisional, interim or otherwise), administrator, receiver, administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets, unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of it;
- (8) the appointment of any liquidator (whether provisional, interim or otherwise) administrator, receiver, administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets;
- (9) any resolution is passed or order made for the winding up, dissolution, administration or reorganisation of (or the institution of any other insolvency proceedings or procedure in relation to) the Contractor;
- (10) where the Contractor is either unable to pay its debts as they fall due or has no reasonable prospect of being able to pay debts which are not immediately payable. The Authority shall regard the Contractor as being unable to pay its debts if:

- (a) it is apparently insolvent within the meaning of the Bankruptcy (Scotland) Act 1985; or
- (b) it is unable to pay its debts in terms of section 221 of IA 86; or

- (11) any analogous procedure or step is taken in any jurisdiction;

c. where the Contractor is a company or limited liability partnership registered in England and Wales or Scotland:

- (1) the Contractor preparing and submitting documents to a nominee or filing or lodging documents in court in each case in respect of a moratorium on creditor action under schedule A1 of IA 86;
- (2) any composition, compromise, assignment, assignation or arrangement is made with any of its creditors (including, without limitation, a company voluntary arrangement under IA 86) or a moratorium on any of the Contractors indebtedness comes into force;
- (3) the presentation of a petition or other application for the appointment of any liquidator (whether provisional, interim or otherwise), administrator, receiver, administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets, unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of it;
- (4) the appointment of any liquidator (whether provisional, interim or otherwise) administrator, receiver, administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets;
- (5) any resolution is passed or order made for the winding up, dissolution, administration or reorganisation of (or the institution of any other insolvency proceedings or procedure in relation to) the Contractor;
- (6) where the Contractor is either unable to pay its debts as they fall due or has no

reasonable prospect of being able to pay debts which are not immediately payable. The Authority shall regard the Contractor as being unable to pay its debts if the Contractor is unable to pay its debts in terms of section 123 of IA 86; or

(7) any analogous procedure or step is taken in any jurisdiction;

d. where the Contractor is unable or admits inability to pay its debts as they fall due or is deemed to be or declared to be unable to pay its debts, suspends or threatens to suspend making payments or any of its debts or, by reason of actual or anticipated financial difficulties, or commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;

e. where the Contractor is a company or similar entity (including any incorporated entity) registered other than in England and Wales or Scotland, events occur or are carried out which, within the jurisdiction to which it is subject, are similar in nature or effect to those specified above;

Corrupt Gifts

f. where the Authority becomes aware that the Contractor, its employees, agents or any Subcontractor (or anyone acting on its behalf or any of its or their employees):

(1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward:

(a) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or execution of this Contract or any other contract with the Crown; or

(b) for showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with the Crown;

(2) commits or has committed any prohibited act or any offence under the Prevention of Corruption Acts 1889 – 1916, under sub sections 108 – 109 of the Anti-Terrorism or Crime and Security Act 2001 before these Acts or sub sections are revoked or an offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;

(3) has entered into this Contract or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the Contract is made particulars of any such commission and of the conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.

g. In exercising its rights or remedies to terminate the Contract under A19 f. the Authority shall:

(1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;

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

(a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;

(b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.

h. Where the Contract has been terminated under clause A19 f. of this Condition, the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

A20. Consequences of Termination

The termination of the Contract, however arising, shall be without prejudice to the rights and duties of either Party accrued prior to termination. The Conditions that expressly or by implication have effect after termination shall continue to be enforceable even after termination.

A21. Dispute Resolution

a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the

Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.

b. In the event that the dispute or claim is not resolved pursuant to clause A21.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause A21.b shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.

c. For the avoidance of doubt, anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise.

A22. Termination for Convenience

a. The Authority shall have the right at any time to terminate the Contract in whole or in part by giving the Contractor written Notice to expire at the end of the period specified in Schedule 3 (Contract Data Sheet) or if no such period is specified at the end of twenty (20) Business Days.

b. In the event that the Authority exercises its rights in accordance with clause A22.a, the Authority shall indemnify the Contractor against any commitments, liabilities or expenditure which are reasonably and properly chargeable by the Contractor in connection with the Contract and which would otherwise represent an unavoidable loss by the Contractor by reason of termination of the Contract or the relevant part thereof.

c. The Authority's total liability under clause A22.b shall be limited to the total price of the Contractor Deliverables payable under the Contract or the relevant part thereof, including any sums paid, due or becoming due to the Contractor at the date of termination.

A23. Contractor's Records

The Contractor shall maintain all records in connection with the Contract (expressly or otherwise), and without prejudice to condition A11 (Disclosure of Information), make them available to be examined or copied, by or on behalf of the Authority, as the Authority may require. These records shall be retained for a period of at least six (6) years from:

- (1) the end of the Contract term;
- (2) termination of the Contract; or
- (3) the final payment,

whichever occurs latest.

A24. Duration of Contract

This Contract comes into effect on the Effective Date of Contract and will expire automatically on the date identified in Schedule 3 (Contract Data Sheet) unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated.

A25. Contractor's Warranties

a. The Contractor warrants and represents, that:

- (1) it has the full capacity and authority to enter into, and to exercise its rights and perform its obligations under, the Contract;
- (2) from the Effective Date of Contract and for so long as the Contract remains in force it shall give the Authority Notice of any litigation, arbitration (unless expressly prohibited from doing so in accordance with the terms of the arbitration), administrative or adjudication or mediation proceedings before any court, tribunal, arbitrator, administrator or adjudicator or mediator or relevant authority against itself or a Subcontractor which would adversely affect the Contractor's ability to perform its obligations under the Contract;
- (3) as at the Effective Date of Contract no proceedings or other steps have been taken and not discharged (nor, to the best of the knowledge of the Contractor, threatened) for its winding-up or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues;
- (4) for so long as the Contract remains in force it shall give the Authority Notice of any proceedings or other steps that have been taken but not discharged (nor to the best of the knowledge of the Contractor, threatened) for its winding-up or dissolution or for the

appointment of a receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues.

B The Contractor Deliverables

B1. Supply of Contractor Deliverables and Quality Assurance

- a. The Contractor shall provide the Contractor Deliverables to the Authority, in accordance with the Schedule of Requirements and the Specification, and shall allocate sufficient resource to the provision of the Contractor Deliverables to enable it to comply with this obligation.
- b. The Contractor shall:
 - (1) comply with any applicable quality assurance requirements specified in Schedule 3 (Contract Data Sheet) in providing the Contractor Deliverables;
 - (2) comply with all applicable Legislation; and
 - (3) discharge its obligations under the Contract with all due skill, care, diligence and operating practice by appropriately experienced, qualified and trained personnel.
- c. The provisions of clause B1.b. shall survive any performance, acceptance or payment pursuant to the Contract and shall extend to any remedial services provided by the Contractor.
- d. The Contractor shall:
 - (1) observe, and ensure that the Contractor's Team observe, all health and safety rules and regulations and any other security requirements that apply at any of the Authority's premises;
 - (2) notify the Authority as soon as it becomes aware of any health and safety hazards or issues which arise in relation to the Contractor Deliverables; and
 - (3) before the date on which the Contractor Deliverables are to start, obtain, and at all times maintain, all necessary licences and consents in relation to the Contractor Deliverables.

B2. Environmental Requirements

The Contractor shall in all its operations to perform the Contract, adopt a sound proactive environmental approach that identifies, considers, and where possible, mitigates the environmental impacts of its supply chain. The Contractor shall provide evidence of so doing to the Authority on demand.

B3. Disruption

- a. The Contractor shall take reasonable care to ensure that in the performance of its obligations under this Contract it does not disrupt the operations of the Authority, its employees or any other contractor employed by the Authority.
- b. The Contractor shall inform the Authority of any actual or potential industrial action which affects or might affect its ability at any time to perform its obligations under the Contract as soon as it becomes aware of the actual or potential industrial action and certainly no later than seven (7) Business Days before the action is due to take place, whether such action be by its own employees or others.
- c. The Contractor shall have robust contingency plans in place to ensure that, in the event of industrial action by the Contractor's Team, provision of the Contractor Deliverables is maintained and such contingency plans shall be available for the Authority to inspect and / or comment on at any reasonable time and shall be updated and revised as necessary by the Contractor throughout the contract period.

C Price

C1. Contract Price

- a. The Contractor shall provide the Contractor Deliverables to the Authority at the Contract Price. The Contract Price shall be a Firm Price unless otherwise stated in Schedule 3 (Contract Data Sheet).
- b. Subject to condition G2 the Contract Price shall be inclusive of any UK custom and excise or other duty payable. The Contractor shall not make any claim for drawback of UK import duty on any part of the Contract Deliverables supplied which may be for shipment outside of the UK.

D Intellectual Property

D1. Third Party Intellectual Property – Rights and Restrictions

a. The Contractor and, where applicable any Subcontractor, shall promptly notify the Authority as soon as they become aware of:

- (1) any invention or design the subject of patent or registered Design Rights (or application thereof) owned by a third party which appears to be relevant to the performance of the Contract or to use by the Authority of anything required to be done or delivered under the Contract;
- (2) any restriction as to disclosure or use, or obligation to make payments in respect of any other intellectual property (including technical Information) required for the purposes of the Contract or subsequent use by the Authority of anything Delivered under the Contract and, where appropriate, the notification shall include such Information as is required by Section 2 of the Defence Contracts Act 1958;
- (3) any allegation of infringement of intellectual property rights made against the Contractor and which pertains to the performance of the Contract or subsequent use by the Authority of anything required to be done or delivered under the Contract.

Clause D1.a does not apply in respect of Contractor Deliverables normally available from the Contractor as a commercial off the shelf (COTS) item or service.

b. If the Information required under clause D1.a has been notified previously, the Contractor may meet its obligations by giving details of the previous notification.

c. For COTS Contractor Deliverables patents and registered designs in the UK, in respect of any question arising (by way of an allegation made to the Authority or Contractor, or otherwise) that the manufacture or provision under the Contract of Contractor Deliverables normally available from the Contractor as a COTS item or service is an infringement of a UK patent or registered design not owned or controlled by the Contractor or the Authority, the Contractor shall, subject to the agreement of the third party owning such patent or registered design, be given exclusive conduct of any and all negotiations for the settlement of any claim or the conduct of any litigation arising out of such question. The Contractor shall indemnify the Authority, its officers, agents and employees against any liability and cost arising from such allegation. This clause shall not apply if:

- (1) the Authority has made or makes an admission of any sort relevant to such question;
- (2) the Authority has entered or enters into any discussions on such question with any third party without the prior written agreement of the Contractor;
- (3) the Authority has entered or enters into negotiations in respect of any relevant claim for compensation in respect of Crown Use under Section 55 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1977;
- (4) legal proceedings have been commenced against the Authority or the Contractor in respect of Crown Use, but only to the extent of such Crown Use that has been properly authorised.

d. The indemnity in clause D1.c does not extend to use by the Authority of anything supplied under the Contract where that use was not reasonably foreseeable at the time of the Contract.

e. In the event that the Authority has entered into negotiation in respect of a claim for compensation, or legal proceedings in respect of the Crown Use have commenced, the Authority shall forthwith authorise the Contractor for the purposes of performing the Contract (but not otherwise) to utilise a relevant invention or design in accordance with Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949 and to use any model, document or information relating to any such invention or design which may be required for that purpose.

f. For all other Contractor Deliverables patents and registered designs in the UK, if a relevant invention or design has been notified to the Authority by the Contractor prior to the Effective Date of the Contract, then unless it has been otherwise agreed, under the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, the Contractor is hereby authorised to utilise that invention or design, notwithstanding the fact that it is the subject of a UK Patent or UK Registered Design, for the purpose of performing the Contract.

g. If, under clause D.1a, a relevant invention or design is notified to the Authority by the Contractor after the Effective Date of Contract, then:

(1) if the owner (or its exclusive licensee) takes or threatens in writing to take any relevant action against the Contractor, the Authority shall issue to the Contractor a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, and

(2) in any event, unless the Contractor and the Authority can agree an alternative course of action, the Authority shall not unreasonably delay the issue of a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949.

h. The Authority shall assume all liability and shall indemnify the Contractor, its officers, agents and employees against liability, including the Contractor's costs, as a result of infringement by the Contractor or their suppliers of any patent, utility model, registered design or like protection outside the United Kingdom in the performance of the Contract when such infringement arises from or is incurred by reason of the Contractor following any specification, statement of work or instruction in the Contract or using, keeping or disposing of any item given by the Authority for the purpose of the Contract in accordance with the Contract.

i. The Contractor shall assume all liability and shall indemnify the Authority, its officers, agents and employees against liability, including the Authority's costs, as a result of infringement by the Contractor or their suppliers of any patent, utility model, registered design or like protection outside the UK in the performance of the Contract when such infringement arises from or is incurred otherwise than by reason of the Contractor following any specification, statement of work or instruction in the Contract or using, keeping or disposing of any item given by the Authority for the purpose of the Contract in accordance with the Contract.

j. The Contractor shall not be entitled to any reimbursement of any royalty, licence fee or similar expense incurred in respect of anything to be done under the Contract, where:

(1) a relevant discharge has been given under Section 2 of the Defence Contracts Act 1958, or relevant authorisation in accordance with Sections 55 or 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988 in respect of any intellectual property; or

(2) any obligation to make payments for intellectual property has not been promptly notified to the Authority under clause D1.a.

k. Where authorisation is given by the Authority under clause D1.e, D1.f or D1.g, to the extent permitted by Section 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988, the Contractor shall also be:

(1) released from payment whether by way of royalties, licence fees or similar expenses in respect of the Contractor's use of the relevant invention or design, or the use of any relevant model, document or information for the purpose of performing the Contract; and

(2) authorised to use any model, document or information relating to any such invention or design which may be required for that purpose.

l. The Contractor shall assume all liability and indemnify the Authority and its officers, agents and employees against liability, including costs as a result of:

(1) infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in respect of any item to be supplied under the Contract or otherwise in the performance of the Contract;

(2) misuse of any confidential information, trade secret or the like by the Contractor in performing the Contract;

(3) provision to the Authority of any information or material which the Contractor does not have the right to provide for the purpose of the Contract.

m. The Authority shall assume all liability and indemnify the Contractor, its officers, agents and employees against liability, including costs as a result of:

(1) infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in

respect of any item provided by the Authority for the purpose of the Contract but only to the extent that the item is used for the purpose of the Contract;

(2) alleged misuse of any confidential Information, trade secret or the like by the Contractor as a result of use of information provided by the Authority for the purposes of the Contract, but only to the extent that Contractor's use of that Information is for the purposes intended when it was disclosed by the Authority.

n. The general authorisation and indemnity is:

(1) Clauses D1.a – D.1.m represents the total liability of each Party to the other under the Contract in respect of any infringement or alleged infringement of patent or other Intellectual Property Right (IPR) owned by a third party;

(2) Neither Party shall be liable, one to the other, for any consequential loss or damage arising as a result, directly or indirectly, of a claim for infringement or alleged infringement of any patent or other IPR owned by a third party;

(3) A Party against whom a claim is made or action brought, shall promptly notify the other Party in writing if such claim or action appears to relate to an infringement which is the subject of an indemnity or authorisation given under this Condition by such other Party. The notification shall include particulars of the demands, damages and liabilities claimed or made of which the notifying Party has notice;

(4) The Party benefiting from the indemnity or authorisation shall allow the other Party, at its own expense, to conduct any negotiations for the settlement of the same, and any litigation that may arise therefrom and shall provide such information as the other Party may reasonably require;

(5) Following a notification under clause D1.n.(3), the Party notified shall advise the other Party in writing within thirty (30) Business Days whether or not it is assuming conduct of the negotiations or litigation. In that case the Party against whom a claim is made or action brought shall not make any statement which might be prejudicial to the settlement or defence of such a claim without the written consent of the other Party;

(6) The Party conducting negotiations for the settlement of a claim or any related litigation shall, if requested, keep the other Party fully informed of the conduct and progress of such negotiations.

o. If at any time a claim or allegation of infringement arises in respect of copyright, database right, Design Right or breach of confidence as a result of the provision of any Contractor Deliverable by the Contractor to the Authority, the Contractor may at its own expense replace the item with an item of equivalent functionality and performance so as to avoid infringement or breach. The Parties will co-operate with one another to mitigate any claim or damage which may arise from use of third party IPR.

p. Nothing in condition D1 shall be taken as an authorisation or promise of an authorisation under Section 240 of the Copyright, Designs and Patents Act 1988.

E Facilities And Assets

E1. Access to Contractor's Premises

The Contractor shall provide to the Authority's Representatives following reasonable notice, relevant accommodation / facilities, at no direct cost to the Authority, and all reasonable access to its premises for the purpose of monitoring the Contractor's progress and quality standards in performing the Contract.

F Delivery

F1. Authority's Remedies for Breach of Contract

a. If the Contractor:

(1) fails to provide the Contractor Deliverables (or any part thereof) by the relevant date specified in Schedule of Requirements and / or the Specification;

(2) provides Contractor Deliverables (or any part thereof) that are not in accordance with, or the Contractor fails to comply with, any terms of the Contract;

(3) supplies Contractor Deliverables that do not comply with clause B1.b;

(4) fails to address the Authority's concerns to the Authority's satisfaction in accordance with condition A18, or fails to supply or withholds the Information required

under clause A18.a;

(5) commits a persistent failure by failing to meet either:

- (a) a single Key Performance Indicator (KPI) on 2 or more occasions in a rolling 6 month period; or
- (b) 3 or more KPIs on a rolling 3 month period,

where this Contract includes Core+ condition "Key Performance Indicators and Performance Management"; or

(6) otherwise commits a material breach of its obligations under the Contract,

the Authority shall have the right to exercise one or more of the following remedies:

(7) where the Contractor commits a persistent failure in accordance with clause F1.a.(5) or where the breach is material in accordance with clause F1.a.(6), to terminate the Contract or the relevant part thereof, with immediate effect and without liability to the Authority, by giving written Notice to the Contractor;

(8) refuse to accept the provision of any further Contractor Deliverables by the Contractor and the Contractor shall refund to the Authority any sums paid in respect of the Contractor Deliverables that fail to comply with the terms of the Contract;

(9) give the Contractor the opportunity at the Contractor's expense to carry out such remedial services as is necessary to correct the Contractor's failure or otherwise to rectify the breach within the Authority-specified time limits;

(10) purchase substitute services from elsewhere;

(11) claim such damages as may have been sustained as a result of the Contractor's breach or breaches of the Contract, including but not limited to any costs and expenses incurred by the Authority in:

(a) carrying out any work that may be required to make the Contractor Deliverables comply with the Contract; or

(b) obtaining the Contractor Deliverables in substitution from another supplier.

b. In addition to the Authority's rights in clause F1.a., if the Authority reasonably believes at any time before the Contract Implementation Date that the Contractor will not be able to achieve Full Service Provision by the Contract Implementation Date then the Authority shall be entitled to terminate the Contract in whole or in part with immediate effect and without liability by giving written Notice to the Contractor.

c. In the event that the Authority terminates the Contract in whole or in part pursuant to clause F1.a.(7) or F1.b. or for any other lawful reason, the Authority shall also have the right to require the Contractor to transfer any or all of the Assets to the Authority, wherever they are located, upon the payment of a sum representing the market value of those Assets which the Contractor has purchased but not recovered the cost of from the Authority.

d. This condition F1 shall also apply to any remedial services carried out by the Contractor in accordance with clause F1.a.(9).

e. The Authority's rights and remedies under this condition F1 are in addition to its rights and remedies implied by statute and common law.

G Payment And Receipts

G1. Payment and Recovery of Sums Due

a. Payment for Contractor Deliverables under the Contract shall be made via the Contracting, Purchasing & Finance (CP&F) electronic procurement tool.

b. The Authority shall pay all valid and undisputed claims for payment submitted by the Contractor to DBS Finance on or before the day which is thirty (30) days after the later of:

- (1) the day upon which a valid request for approval of payment is received by the Authority; and
- (2) the date of completion of the part of the Contract to which the request for approval of payment relates.

c. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.

d. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

G2. Value Added Tax

a. The Contract Price excludes any UK output Value Added Tax (VAT) and any similar EU (or non-EU) taxes chargeable on the provision of any Contractor Deliverables by the Contractor to the Authority.

b. If the Contractor is required by UK VAT law to be registered for UK VAT (or has registered voluntarily) in respect of its business activities at the time of any supply, the Contractor shall include separately in any claim for payment a sum equal to any VAT chargeable at the prevailing rate on the Contract Price claimed and the Authority shall pay it. In the event of any doubt about the applicability of the tax in such cases, the Authority may require the Contractor to obtain and pass to the Authority a formal ruling from HM Revenue and Customs (HMRC).

c. The Contractor is responsible for the determination of VAT liability. In cases of doubt, the Contractor shall consult HMRC and not the Authority's Representative. The Contractor shall notify the Authority's Representative (Commercial) of the Authority's VAT liability under this Contract, when the liability is other than at the standard rate of VAT, and any changes to it.

d. Where the provision of any Contractor Deliverables comes within the scope of UK VAT, but the Contractor is not required by UK VAT law to be registered for UK VAT (and has not registered voluntarily), the Authority shall be responsible for assessing and paying over directly to HMRC any UK output VAT due in respect of the Contractor Deliverables.

e. Where Contractor Deliverables are deemed to be supplied to the Authority outside the UK, the Contractor may be required by the laws of the country where the supply takes place to register there for EU (or non-EU) turnover or similar tax. In that event, the Authority shall pay to the Contractor in addition to the Contract Price (and any other sum due to the Contractor under the Contract) a sum equal to the tax the Contractor is liable to pay to the tax authorities of the country in question in relation to the Contractor Deliverables.

G3. Debt Factoring

a. Subject to the Contractor obtaining the prior written consent of the Authority in accordance with condition A6 (Assignment of Contract), the Contractor may assign to a third Party ("the Assignee") the right to receive payment of the Contract Price or any part thereof due to the Contractor under the Contract (including interest which the Authority incurred through late payment under the Late Payment of Commercial Debts (Interest) Act 1998 ('the Act')). Any assignment of the right to receive payment of the Contract Price (or any part thereof) under this condition G3 shall be subject to:

- (1) reduction of any sums in respect of which the Authority exercises its right of recovery under clause G1.d;
- (2) all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and
- (3) the Authority receiving notification under both clauses G3.b and G3.c.(2).

b. In the event that the Contractor obtains from the Authority the consent to assign the right to receive the Contract Price (or any part thereof) under clause G3.a, the Contractor shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.

c. The Contractor shall ensure that the Assignee:

- (1) is made aware of the Authority's continuing rights under clauses G3.a.1 and G3.a.2; and
- (2) notifies the Authority of the Assignee's contact information and bank account details to which the Authority shall make payment, subject to any reduction made by the Authority in accordance with sub-clauses G3.a.(1) and G3.a.(2).

d. The provisions of condition G1 (Payment) shall continue to apply in all other respects after the assignment and shall not be amended without the prior approval of the Authority.

G4. Exceptional, short notice temporary changes

If in exceptional circumstances the Authority cancels training courses the Designated Officer or

his authorised representative shall have the Authority to implement a short notice temporary change to the Service provided. Payments for short notice cancellation shall be made in accordance with Schedule 2 – Schedule of Requirements, Cancellation Period.

G5. Man Days

The Contractor is to provide instructors for the courses listed within the Schedule of Requirement, Schedule 2, in accordance with the prices per Man Day within the Schedule 2. Man Days are defined as 08:00 hrs until 16:30 hrs (8.5 hrs long), German time, on each day that training conducted. The Man Day price shall be inclusive of all expenses. As such no payments will be paid above the man day rate apart from the payment of the out of core hours rate.

G6. Out of Core Hours Requirements

In addition to the instructor requirements during the defined Man Days; instructors may be required in the mornings or evenings outside of the core hours. In this eventuality the “out of hours” rate shall be applicable and charged to the nearest half an hour accordingly.

H Contract Administration

H1. Progress Monitoring, Meetings and Reports

a. The Contractor shall attend progress meetings at the frequency or times (if any) specified in Schedule 3 (Contract Data Sheet) and shall ensure that its Contractor's Representatives are suitably qualified to attend such meetings.

b. The Contractor shall submit progress reports to the Authority's Representatives at the times and in the format (if any) specified in Schedule 3 (Contract Data Sheet). The reports shall detail as a minimum:

- (1) performance/Delivery of the Contractor Deliverables;
- (2) risks and opportunities;
- (3) any other information specified in Schedule 3 (Contract Data Sheet); and
- (4) any other information reasonably requested by the Authority.

H2. Authority Representatives

a. Any reference to the Authority in respect of:

- (1) the giving of consent;
- (2) the delivering of any Notices; or
- (3) the doing of any other thing that may reasonably be undertaken by an individual acting on behalf of the Authority,

shall be deemed to be references to the Authority's Representatives in accordance with this condition H2.

b. The Authority's Representatives detailed in Schedule 3 (Contract Data Sheet) (or their nominated deputy) shall have full authority to act on behalf of the Authority for all purposes of the Contract. Unless notified in writing before such act or instruction, the Contractor shall be entitled to treat any act of the Authority's Representatives which is authorised by the Contract as being expressly authorised by the Authority and the Contractor shall not be required to determine whether authority has in fact been given.

c. In the event of any change to the identity of the Authority's Representatives, the Authority shall provide written confirmation to the Contractor, and shall update Schedule 3 (Contract Data Sheet) in accordance with condition A2 (Amendments to Contract).

H3. Notices

a. A Notice served under the Contract shall be:

- (1) in writing in the English Language;
- (2) authenticated by signature or such other method as may be agreed between the Parties;
- (3) sent for the attention of the other Party's representative, and to the address set out in Schedule 3 (Contract Data Sheet);
- (4) marked with the number of the Contract; and

(5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in Schedule 3 (Contract Data Sheet), by electronic mail.

b. Notices shall be deemed to have been received:

(1) if delivered by hand, on the day of delivery if it is a Business Day in the place of receipt, and otherwise on the first Business Day in the place of receipt following the day of delivery;

(2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;

(3) if sent by facsimile or electronic means:

(a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or

(b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

J. The project specific DEFCONS and DEFCON SC variants that apply to this Contract are:

DEFCON 630 (Edn 03/15) – Framework Agreements

K. The special conditions that apply to this Contract are:

K1. Overseas Expenditure

a. The Contractor shall report, in writing, to the Authority details of any direct Overseas expenditure valued over £1 million likely to be incurred in the execution of the Contract immediately the possibility is known if such details were not furnished at the time of tendering. The details to be provided are as follows:

- (1) Contract No;
- (2) country in which subcontract placed/to be placed;
- (3) name, division and full postal address of Subcontractor;
- (4) value of subcontract as applicable to main Contract;
- (5) date placed/to be placed.

b. If no overseas orders valued over £1 million are to be placed, or are placed, the Contractor shall advise the Authority to this effect.

c. For the purpose of clauses a. and b. Overseas expenditure comprises only those direct payments made by the Contractor to:

- (1) Overseas firms and
- (2) UK firms, including UK branches or subsidiaries of Overseas firms, for the supply of finished or semi-finished manufactured products imported directly into the UK by the Contractor or by such UK firms.

d. The Contractor shall submit any Information required by clause a. to the Authority's Representative (Commercial).

K2. Duties and Taxes

Further to condition G2 (Value Added Tax) prices shall be exclusive of duties and taxes in accordance with Article XI of the NATO Status Of Forces Agreement (SOFA) and Articles 65 and 67 of the Supplementary Agreement thereto. The Contractor is responsible for processing the necessary documentation with the relevant authorities.

K3. Key Performance Indicators and Performance Management

The Contractor's performance of the Contract shall be monitored and measured using the agreed Key Performance indicators (KPIs) within Section L1 of this Contract.

L. The processes that apply to this Contract are:

L1. Key Performance Indicators

- a. A Key Performance Indicator (KPI) is an objective measure of Contractor performance against Contractor deliverables.
- b. The following KPIs shall commence from the Effective Date of Contract as specified within A24. Duration of Contract:
 - i. KPI 01: **Availability**: Is the Contractor able to provide the instructors as specified as in Appendix 1? This KPIs will be measured by the Designated Officer.
 - ii. KPI 02: **Timeliness**: Does the Contractor meet the timelines for the provision of instructors as specified in Para 2 of the SOR? This KPIs will be measured by the Designated Officer.
 - iii. KPI03: **Quality**: Are the instructors qualified/experienced for the different types of trainings as specified in the Para 7.1 of the SOR and the Appendix 1 – Detailed Instructor Qualification Requirements? The Contractor is to provide evidence via instructor certificates. This KPI will be measured by the Designated Officer on an exception basis.
- c. The KPI percentage shall be calculated over a period of 3 months using the formula below:
 - i. Total number of courses failing the KPI divided by total number of courses completed multiplied by 100 = %. If there are zero failures, this shall represent a 100% pass.
- d. The Authority shall invoke condition F1. Authority's Remedies for Breach of Contract if the Contractor commits a persistent failure.
- e. The Authority and Contractor shall review the effectiveness of the KPIs, detailed at L7.b., at 6 monthly intervals as part of Condition H1. Progress Meetings.

L2. DUNS Number

The successful Tenderers will be required to obtain a Dun and Bradstreet Data Universal Number System (D-U-N-S) number . This is a unique nine digit identification number for the physical location of your business. This can be acquired free of charge from www.dnb.co.uk

Schedule 1 - Definitions of Contract

Core Definitions

Assets	means items / materials which the Contractor has acquired for the purposes of performing their obligations under the Contract;
Authority	means the Secretary of State for Defence acting on behalf of the Crown;
Authority's Representative(s)	shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s) shall be the designated person(s) for the purposes of clause H2.b;
Business Day	means any day excluding: <ul style="list-style-type: none">a. Saturdays, Sundays and public and statutory holidays in the jurisdiction of either Party;b. privilege days notified in writing by the Authority to the Contractor at least ten (10) Business Days in advance; andc. such periods of holiday closure of the Contractor's premises of which the Authority is given written Notice by the Contractor at least ten (10) Business Days in advance;
Central Government Body	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none">a. Government Department;b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);c. Non-Ministerial Department; or Executive Agency.
Child Labour Legislation	means those International Labour Law Conventions concerning economic exploitation of children through the performance of work which is likely to be hazardous or to interfere with a child's health or development, including but not limited to slavery, trafficking, debt bondage or forced labour, which are ratified and enacted into domestic law and directly applicable to the Contractor in the jurisdiction(s) in which it performs the Contract.
Conditions	means the terms and conditions set out in this document;
Consignee	means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be supplied;
Contract	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition A2 (Amendments);
Contract Implementation Date	means the day upon which the Contractor is fully responsible for the provision of all of the Contractor Deliverables required;
Contract Price	means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract;

Contractor	means the person who, by the Contract, undertakes to provide the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;
Contractor Commercially Sensitive Information	means the Information listed in the completed Schedule 6 - Contractor's Commercially Sensitive Information Form, which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;
Contractor Deliverables	means the services and, where appropriate the documents, which the Contractor is required to provide under the Contract in accordance with the Schedule of Requirements and the Specification;
Contractor's Representative	means a person or persons employed by the Contractor in connection with the provision of the Contractor Deliverables and in connection with this Contract;
Contractor's Team	means all employees, consultants, agents and Subcontractors which the Contractor engages in relation to the Contract;
Control	<p>means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:</p> <ul style="list-style-type: none"> a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor; <p>and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;</p>
Crown Use	in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949;
DEFFORM	means the MOD DEFFORM series which can be found at https://www.gov.uk/acquisition-operating-framework ;
DEF STAN	means Defence Standards which can be accessed at https://www.dstan.mod.uk ;
Deliver	means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with SC3 Condition "Delivery / Collection" and Delivered and Delivery shall be construed accordingly;
Delivery Date	means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables, or the relevant portion of them are to be Delivered or made available for Collection;
Design Right(s)	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
Effective Date of Contract	means the date specified on the Authority's acceptance letter. For example the DEFFORM 159, or where the standstill period applies, the relevant Notice of Entry into Contract letter;
Firm Price	means a price (Excl. VAT) which is not subject to variation;

Full Service Provision	means the provision by the Contractor of all of the Contractor Deliverables in accordance with the Conditions of this Contract;
Information	means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract, including information provided in the tender or negotiations which preceded the award of the Contract;
Key Performance Indicators	means the agreed method of monitoring and measuring the Contractor's performance against the Contract as set out in Section L (Processes) where this Contract includes Core Plus condition "Key Performance Indicators and Performance Management";
Legislation	means in relation to the United Kingdom: <ul style="list-style-type: none"> a. any Act of Parliament; b. any subordinate Legislation within the meaning of section 21 of the Interpretation Act 1978; c. any exercise of the Royal Prerogative; or d. any enforceable community right within the meaning of section 2 of the European Communities Act 1972;
Minor Change	means any change that does not significantly/materially affect the nature of the Contractor Deliverables;
Notices	shall mean all notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;
Parties	means the Contractor and the Authority, and Party shall be construed accordingly;
Schedule of Requirements	means Schedule 2 (Schedule of Requirements) and Annex A to Schedule 2, which identifies, either directly or by reference, Contractor Deliverables to be provided, the performance dates involved and the price or pricing terms in relation to each Contractor Deliverable;
Specification	means Schedule 5 (Specification) which provides the detailed description of the Contractor Deliverables and sets out any performance dates by which the Contractor shall provide such Contractor Deliverables;
Subcontractor	means any person engaged by the Contractor from time to time as may be permitted by the Contract to provide the Contractor Deliverables (or any part thereof);
Supported Businesses	means establishments or services where more than 50% of the workers are disabled persons who by reason of the nature or severity of their disability are unable to take up work in the open labour market;
Transparency Information	means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract.

Appendix A to Schedule 1 – Core+ Definitions of Contract

Core+ Definitions

Articles	means the Contractor Deliverables (goods and / or the services), including packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports. (This definition only applies to Core Plus Schedule “Hazardous Articles, Materials or Substances supplied under the Contract” and any DEFCONs if either are included in this Contract);
Collect	means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with clause K14.c and Collected and Collection shall be construed accordingly;
Consignor	means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;
CPET	means the UK Government's Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy
Denomination of Quantity (D of Q)	means the quantity or measure by which an item of material is managed;
Diversion Order	means the Authority's written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);
Employee	shall include any person who is an employee or director of the Contractor or who occupies the position of a director of the Contractor, by whatever title given. (This definition only applies to the narrative condition “Security Measures”);
Evidence	means either: a. an invoice or delivery note from the timber supplier or subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or b. other robust evidence of sustainability or FLEGT licensed origin, as advised by CPET;
FLEGT	means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging;
Hazardous Contractor Deliverable	means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;

Independent Verification	means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to "BS EN ISO / IEC 17065: 2012 Conformity assessment - Requirements for bodies certifying products, processes and services", and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to "ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent";
Legal and Sustainable	means production and process methods, also referred to as timber production standards, as defined by the document titled "UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement". The edition current on the day the contract documents are issued by the Authority shall apply;
Military Level Packaging	Packaging that by the nature of the packaged items nature, or envisaged transport / movement or handling within the military supply chain and requires enhanced protection beyond that which commercial Packaging normally provides;
Military Packaging Accreditation Scheme (MPAS)	is a MOD sponsored scheme to accredit military packaging designers capable of producing SPIS designs acceptable to the MOD by meeting its requirements and thereby assure good Military Level Packaging. MPAS supersedes MPCAS/DR14. MPAS detail is available from DESJSCSCM-EngTLS-Pkg@mod.uk ;
MPAS Registered Organisation	is a packaging organisation having one or more MPAS Certificated Designers capable of Military level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements;
MPAS Certificated Designer	shall mean an experienced Packaging Designer trained and certified to MPAS requirements;
NATO	means the North Atlantic Treaty Organisation which is an intergovernmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;
Overseas	shall mean non UK or Foreign
Packaging	Verb. The operations involved in the preparation of material for: transportation, handling, storage and Delivery to the user; Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;
Packaging Design Authority (PDA)	shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3. The PDA should be MPAS registered or accepted as having an equivalent certification;
Primary Packaging Quantity (PPQ)	means the quantity of an item of material to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user;
Recycled Timber	means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers: <ul style="list-style-type: none"> a. pre-consumer reclaimed wood and wood fibre and industrial by products but excluding sawmill co-products which fall within the category of Virgin Timber; b. post-consumer reclaimed wood and wood fibre, and driftwood;

c. reclaimed timber abandoned or confiscated at least ten years previously;

it excludes sawmill co-products;

Short-Rotation Coppice

means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy;

STANAG 4329

means the publication NATO Standard Bar Code Symbologies which can be sourced from Information at www.dstan.mod.uk/faqs.html;

Subcontractor

means any subcontractor of the Contractor or associated company at any level of the supply chain who provides contractor deliverables wholly or substantially in connection with this contract.

Timber and Wood-Derived Products

means timber (including Recycled Timber and Virgin Timber but excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element;

Virgin Timber

means Timber and Wood-Derived Products that do not include Recycled Timber.

Schedule 2 - Schedule of Requirements for Services for Contract No: CB/BFG/0131
For: Adventurous Training Instructors

Serial (a)	Possible Courses Delivered (b)	Instructor Qualification (c)	Contract Year (Calendar Years) (d)	Price per man day per Instructor (€) (e)	Price per hour outside of defined man days (€) (f)
Paragliding Courses					
1	Elementary and Club Pilot (CP)	Instructor to be PG Hill, or equivalent recognised BHPA or international qualification	2018	[redacted]	[redacted]
			2019	[redacted]	[redacted]
			2020	[redacted]	[redacted]
			2021	[redacted]	[redacted]
			2022 (Option Year)	[redacted]	[redacted]
2	Paragliding Club Coach (PCC) and Paragliding Pilot Training (PGT)	Senior Instructor equivalent recognised or international qualification	2018	[redacted]	[redacted]
			2019	[redacted]	[redacted]
			2020	[redacted]	[redacted]
			2021	[redacted]	[redacted]
			2022 (Option Year)	[redacted]	[redacted]
3	Paragliding Club Pilot (PCP)	Instructor (NGB) - BHPA or equivalent recognised international licence to instruct paragliding	2018	[redacted]	[redacted]
			2019	[redacted]	[redacted]
			2020	[redacted]	[redacted]
			2021	[redacted]	[redacted]
			2022 (Option Year)	[redacted]	[redacted]
4	Foundation and Leader courses	ML (S), IML or UIAA recognised alternative.	2018	[redacted]	[redacted]
			2019	[redacted]	[redacted]
			2020	[redacted]	[redacted]
			2021	[redacted]	[redacted]
			2022 (Option Year)	[redacted]	[redacted]
5	All Rock Climbing courses as detailed in JSP 419	IFMGA guide	2018	[redacted]	[redacted]
			2019	[redacted]	[redacted]
			2020	[redacted]	[redacted]
			2021	[redacted]	[redacted]
			2022 (Option Year)	[redacted]	[redacted]

Serial (a)	Possible Courses Delivered (b)	Instructor Qualification (c)	Contract Year (Calendar Years) (d)	Price per man day per Instructor (€) (e)	Price per hour outside of defined man days (€) (f)
Winter Climbing Courses					
6	All Winter Climbing courses	IFMGA guide	2018	[redacted]	[redacted]
			2019	[redacted]	[redacted]
			2020	[redacted]	[redacted]
			2021	[redacted]	[redacted]
			2022 (Option Year)	[redacted]	[redacted]
7	All Alpine Courses as detailed in JSP 419	IFMGA guide	2018	[redacted]	[redacted]
			2019	[redacted]	[redacted]
			2020	[redacted]	[redacted]
			2021	[redacted]	[redacted]
			2022 (Option Year)	[redacted]	[redacted]
8	Foundation and Intermediate courses	UKCC L2 Moderate Water endorsement, or BCU or internationally recognised equivalent.	2018	[redacted]	[redacted]
			2019	[redacted]	[redacted]
			2020	[redacted]	[redacted]
			2021	[redacted]	[redacted]
			2022 (Option Year)	[redacted]	[redacted]
9	Instructor and 4* Leader courses	UKCC Level 3 Advanced or BCU level 4 or 5 or internationally recognised equivalent.	2018	[redacted]	[redacted]
			2019	[redacted]	[redacted]
			2020	[redacted]	[redacted]
			2021	[redacted]	[redacted]
			2022 (Option Year)	[redacted]	[redacted]

Serial (a)	Possible Courses Delivered (b)	Instructor Qualification (c)	Contract Year (Calendar Years) (d)	Price per man day ¹ per Instructor (€) (e)	Price per hour outside of defined man days (€) (f)
Skiing courses					
10	Foundation 1 and 2 courses	BASI L2 or internationally recognised equivalent	2018	[redacted]	[redacted]
			2019	[redacted]	[redacted]
			2020	[redacted]	[redacted]
			2021	[redacted]	[redacted]
			2022 (Option Year)	[redacted]	[redacted]
11	Foundation 3, Ski Leader 2 & 3, ALPSKI and SMT/SMI Instructor courses	IFMGA Guide	2018	[redacted]	[redacted]
			2019	[redacted]	[redacted]
			2020	[redacted]	[redacted]
			2021	[redacted]	[redacted]
			2022 (Option Year)	[redacted]	[redacted]
12	Ski Leader 1 courses	BASI L3 (ISIA) or internationally recognised equivalent	2018	[redacted]	[redacted]
			2019	[redacted]	[redacted]
			2020	[redacted]	[redacted]
			2021	[redacted]	[redacted]
			2022 (Option Year)	[redacted]	[redacted]
13	Adaptive courses	BASi L2 Adaptive or internationally recognised equivalent	2018	[redacted]	[redacted]
			2019	[redacted]	[redacted]
			2020	[redacted]	[redacted]
			2021	[redacted]	[redacted]
			2022 (Option Year)	[redacted]	[redacted]

¹ Man days are defined with the Terms and Conditions at paragraph 3.1.

Cancellation Period

Cancellation Period	% of the First 5 Man Days Paid Year 1	% of the First 5 Man Days Paid Year 2	% of the First 5 Man Days Paid Year 3	% of the First 5 Man Days Paid Year 4	% of the First 5 Man Days Paid Year 5 (option year)
More than 20 working days	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
20 working days or less	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
15 working days or less	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
10 working days or less	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
5 working days or less	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Schedule 3 - Contract Data Sheet for Contract No: CB/BFG/0131

Condition A9 Governing Law	<p>Contract to be governed and construed in accordance with: (one must be chosen)</p> <p>English Law <input checked="" type="checkbox"/></p> <p>Scots Law <input type="checkbox"/> clause A9.d shall apply</p> <p>Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with clause A9.g (if applicable) are as follows:</p>
Condition A22 Termination for Convenience	<p>The Notice period for terminating the Contract shall be 20 Business Days.</p>
Condition A24 Contract Period	<p>Year 1 from 01 Jan 18 – 31 Dec 18 Year 2 from 01 Jan 19 – 31 Dec 19 Year 3 from 01 Jan 20 – 31 Dec 20 Year 4 from 01 Jan 21 – 31 Dec 21</p> <p>At the end of this period the Authority shall have the option to extend the Contract provided that there is agreement between the Authority and the contractor on the extension. The option to extend the Contract will be exercised by no later than 90 days before Contract Expiry. After the expiry of this period, no new contracts relating to this Contract will be issued. The Option Year is detailed as follows:</p> <p>01 Jan 22 – 31 Dec 22 (or parts thereof)</p>
Clause B1.b.(1) Contractor's Obligations – Quality Assurance	<p>Is a Deliverable Quality Plan required for this Contract?</p> <p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>If Yes the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times, solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.</p> <p>Other Quality Assurance Requirements:</p>
Condition C1 Contract Price (Excl. Vat)	<p>All Schedule 2 line items shall be Firm Price. other than those stated below:</p> <p>Line Items <u> </u> Clause K <u> </u> refers</p> <p>Line Items <u> </u> Clause K <u> </u> refers</p> <p>Line Items <u> </u> Clause K <u> </u> refers</p>
Clause H1.a Progress Monitoring	<p>The Contractor shall be required to attend the following meetings:</p>

	<p>Type: Contract Review Meetings</p> <p>Frequency: Every 6 months</p> <p>Location: Alpine Training Centre, Oberstdorf, Germany.</p> <p>The Authority shall not be liable, in any manner whatsoever, for payment to the Contractor for any such meetings.</p>
Clause H1.b Progress Reports	<p>The Contractor is required to submit the following Reports:</p> <p>Type: Written Student assessment</p> <p>Frequency: At the end of each course</p> <p>Content: Debrief is linked to the students leadership capabilities (costs incurred to the Authority)</p> <p>Method of Delivery:</p> <p>Delivery Address:</p>
Clause H2.b Authority's Representatives	<p>The Authority's Representatives for the Contract are as follows:</p> <p>Commercial: Army Commercial, Bldg 5, Catterick Kaserne, Detmolder Straße 440, 33605 Bielefeld, Germany</p> <p>E-Mail: [redacted] Tel: [redacted]</p> <p>Project Manager: OC, JSMTTC(Bav), Haus Hubertus, Fuggerstraße 6, 87561 Oberstdorf, Germany E-Mail: JSMTTC-WgBav-OC@mod.uk</p> <p>Payment: DBS Liverpool</p>
Clause H3.a.(3) Notices	<p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: Army Commercial, Bldg 5, Catterick Kaserne, Detmolder Straße 440, 33605 Bielefeld, Germany</p> <p>Contractor:</p>
Clause H3.a.(5) Notices	<p>Notices served under the Contract can be transmitted by electronic mail:</p> <p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p>

Condition K1 Certificate of Conformity (Core+ Only)	<p>Is a Certificate of Conformity Required for this Contract?</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Line Items:</p> <p>If Yes does the Contractor Deliverables require Traceability throughout the supply chain?</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Line Items:</p>
Condition K2 Marking of Contractor Deliverables (Core+ Only)	<p>Special Marking requirements:</p>
Condition K3 Supply of Data for Hazardous Contractor Deliverables, Materials and Substances (Core+ Only)	<p>A completed SC3 Core Plus Schedule "Hazardous Articles, Materials or Substance Statement", and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:</p> <p>a) The Authority's Representative (Commercial)</p> <p>b) <u>DSA-DLSR-MovTpt-DGHSIS@mod.uk</u></p> <p>or, if only a hardcopy is available, to:</p> <p>a) The Authority's Representative (Commercial)</p> <p>b) Hazardous Stores Information System (HSIS) Defence Safety Authority (DSA) Movement Transport Safety Regulator (MTSR) Hazel Building Level 1, #H019 MOD Abbey Wood (North) Bristol, BS34 8QW</p> <p>DSA-DLSR-MovTpt-DG HSIS (MULTIUSER)</p> <p>to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date:</p>
Clause K4.i Timber and Wood-Derived Products (Core+ Only)	<p>A completed SC3 Core Plus Schedule "Timber and Wood-Derived Products Supplied under the Contract: Data Requirements", is to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:</p> <p>The Authority's Representative (Commercial)</p> <p>or, if only a hardcopy is available, to:</p> <p>The Authority's Representative (Commercial)</p> <p>to be Delivered by the following date:</p>

Condition K7 Self to Self Delivery (Core+ Only)	<p>Is Self to Self Delivery required: N/A</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>If Yes, Delivery address applicable: N/A</p>
Clause K16.a Limitation of Contractor's Liability	<p>The Contractor's liability under, or in relation to, the contract shall be limited in respect of the following risks as set out below:</p> <ul style="list-style-type: none"> a. [loss of, or damage to Issued Property - £XM]; b. [loss of, or damage to, Contractor Deliverables - £XM]; c. [Third Party claims - £XM]; d. [death, personal injury: or damage to property arising from maritime claims - £XM]; e. [Default - £XM]; f. [negligence - £XM]; <p>[consequential/indirect costs - £XM].</p>
Other Addresses and Other Information (Covers forms and publications addresses and official use information)	See Annex A to Schedule 3 (DEFFORM 111)

Appendix - Addresses and Other Information

1. Commercial Officer

Name:

[redacted]

Address: Army Commercial, Bldg 5, Catterick Kaserne, Detmolder
Straße 440, 33605 Bielefeld, Germany.

Email: [redacted]

Tel: [redacted]

8. Public Accounting Authority

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

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5394

2. Project Manager, Equipment Support Manager or PT Leader

(from whom technical information is available)

(from whom technical information is available)

Name: [redacted]

Address: Haus Hubertus, Fuggerstraße 6, 87561 Oberstdorf, Germany

Email: [redacted]

9. Consignment Instructions

The items are to be consigned as follows:

3. Packaging Design Authority

Organisation & point of contact:

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

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

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

Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

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

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

B. JSCS

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

JSCS Fax No. 01869 256837

www.freightcollection.com**4. (a) Supply / Support Management Branch or Order Manager:**

Branch/Name:

Tel No:

(b) U.I.N. A5508A

11. The Invoice Paying Authority

Ministry of Defence ☎ 0151-242-2000

DBS Finance

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Website is:<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>**5. Drawings/Specifications are available from****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-OpsFormsandPubs@mod.uk**6. THIS BOX IS 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].

NOTE

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

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

**Schedule 4 - Contract Change Process (i.a.w. clause A2.b) for Contract No:
CB/BFG/0131**

1. Authority Changes

a. Subject always to condition A2 (Amendments to Contract), the Authority shall be entitled, acting reasonably, to require changes to the Contractor Deliverables (a "Change") in accordance with this Schedule 4.

2. Notice of Change

a. If the Authority requires a Change, it shall serve a Notice (an "Authority Notice of Change") on the Contractor.

b. The Authority Notice of Change shall set out the change required to the Contractor Deliverables in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with condition 3 below.

3. Contractor Change Proposal

a. As soon as practicable, and in any event within fifteen (15) Business Days (or such other period as the Parties may agree) after having received the Authority Notice of Change, the Contractor shall deliver to the Authority a Contractor Change Proposal.

b. The Contractor Change Proposal shall include:

- (1) the effect of the Change on the Contractor's obligations under the Contract;
- (2) a detailed breakdown of any costs which result from the Change;
- (3) the programme for implementing the Change;
- (4) any amendment required to this Contract as a result of the Change, including, where appropriate, to the Contract Price; and
- (5) such other information as the Authority may reasonably require.

c. The price for any Change shall be based on the prices (including all rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change.

4. Contractor Change Proposal – Process and Implementation

a. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:

- (1) evaluate the Contractor Change Proposal;
- (2) where necessary, discuss with the Contractor any issues arising and, following such discussions, the Authority may modify the Authority Notice of Change and the Contractor shall, as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties may agree) after receipt of such modification, submit an amended Contractor Change Proposal.

b. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:

- (1) indicate its acceptance of the Change Proposal by issuing an amendment to the Contract in accordance with condition A2 (Amendments to Contract); or
- (2) serve a Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued) the Authority Notice of Change.

c. If the Authority rejects the Change Proposal it shall not be obliged to give its reasons for such rejection.

d. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred unless a Contractor Change Proposal has been accepted in accordance with clause 4.b.(1).

5. Contractor Changes

- a. If the Contractor wishes to propose a Change, it shall serve a Contractor Change Proposal on the Authority, which shall include all of the information required by clause 3.b, and the process at condition 4 shall apply.

STATEMENT OF REQUIREMENTS (SOR) – ADVENTUROUS TRAINING INSTRUCTORS BRITISH FORCES GERMANY

1 1. BACKGROUND

1.1 This Statement of Requirements (SOR) sets out the details for the provision of civilian contracted instructors to deliver directed Adventurous Training (AT) activities, mainly in the Allgäu and Harz Mountain regions of Germany, but also in other Alpine countries. The Joint Service Mountain Training Wing (Bavaria) (JSMTW(Bav)) is a sub-unit of the Joint Service Mountain Training Centre (JSMTC). JSMTC is hereafter known as the 'Authority', which is responsible for the management of this SOR and the services delivered under the subsequent contract. Where the term 'instructor(s)' is used in this SOR this shall be taken to mean the instructors provided by the Contractor under the Contract, unless specified otherwise. Organisations who will call upon this contract are listed below.

- Joint Service Mountain Training Wing (Bavaria) (JSMTW(Bav))
- Adventurous Training Foundation Centre (ATFC).
- Naval Outdoor Centre (Germany) (NOC(G)).
- Royal Air Force, Force Development and Training Centre (Bavaria) (RAF FDTC(B))

1.2 The Contractor shall provide instructors to train British Military personnel in the activities listed at Appendix 1, within the directed ratios and to the standard or level specified by the Authority, as shown in Appendix 1. Training delivery shall be conducted in accordance with the Joint Service Adventurous Training (JSAT) scheme and in accordance with the risk management and delivery protocols of the Authority and its representative(s). All instructors provided shall be at least 18 years old and be physically capable to teach at the skill level and time duration required for the activity to be delivered.

2. AUTHORITY PROGRAMME

2.1 The Authority requirement is for additional instructor(s) to either augment its own staff capacity or to cover periods of absence. The level of requirement is determined by seasonal factors, is programmed six-weekly in advance and is estimated to be at the frequency shown within paragraph 7.1, but noting that no levels of activity are guaranteed, and that the exact requirement annually may be more, or less, than the estimated numbers shown. The Authority will instruct the Contractor of its requirement at the six week point prior to the scheduled activity. The Authority will attempt to give as much notice as possible to the Contractor, who will be required to provide the appropriate instructor(s) within the agreed timelines. However, the Authority also reserves the right to request short-notice support to meet unplanned absences or demand, for which it will give a minimum of 48 hours' notice. If the Contractor is unable to supply in either of these cases, the Authority reserves the right to consider other means of supply. Only instructors with a suitable and current UK National Governing Body (NGB) award or verifiable International qualification shall be provided under the Contract. The Authority will be permitted to inspect and verify the qualifications of the instructors provided by the Contractor.

2.2 The Authority has an annual programmed surge period of ski instruction between January and April (known as 'Snow Warrior') whereby a number of instructors may be required to assist in delivering a total of 5 or 6 x 7.5-day ski courses at Wertach, and 6 x 10 day ski courses at Oberstdorf. The Authority will schedule a rest day² in to each serial and the Contractor will not be paid for these. Provision of a Ski Supervisor³ shall only be if specifically requested at the time by the Authority. The duties of the Ski Supervisor are at Appendix 2. The dates for 2018 will be confirmed at the start of the Contract Period and will include periods of weekend instruction. Dates for subsequent years will be advised by no later than the end of the preceding October annually. NOC(G) and FDTC RAF operate 5 day courses (Mon - Fri) with no rest days.

3. THE AUTHORITY'S DESIGNATED OFFICER

3.1 The Contract Designated Officer (DO) is: [redacted]
JSMTW(Bav)
Hubertushaus
Fuggerstraße 6
87561 Oberstdorf
Tel: [redacted]
Fax: [redacted]

4. CONTRACTOR RESPONSIBILITIES

4.1 The Contractor shall:

4.1.1 Provide instructors who meet or exceed the technical ability standards listed at Annex A, which have been mapped from the Joint Services Adventurous Training (JSAT) scheme and relevant National Governing Body (NGB) qualifications.

4.1.2 Provide instructors who speak, read and write English at a level which is sufficient to teach the required training safely.

4.1.3 Provide instructors whose professional conduct is to the standard and satisfaction of the Designated Officer or their nominated representative. The Authority shall have the right to reject any instructor who does not meet the requirements set out in paras 4.1.1 – 4.1.3.

4.1.4 Provide instructors who incorporate the teaching of soft skills (that are naturally developed within Adventurous Training) in their daily delivery. The Authority refers to these as 'Developmental skills'. Instructors must also facilitate an end of day review period that

² Wertach courses will have a half day rest and the contractor will charge a 'half day' cost for instructors.

³ BASI 3 (ISIA) or equivalent and ideally have ski school managerial experience.

focuses on the Developmental skills. This is included within the normal 8.5 hr day. The review should include lessons learned about leadership, risk management, teamwork. It should also include lessons learned about 'coping mechanisms' when working under perceived or real stress.

4.1.5 Provide all instructor details at Appendix 3 required by the Authority 3 weeks prior to the period of engagement.

4.1.6 Ensure that instructors are provided for periods of not less than one full working day⁴. For the purposes of this Contract a working day is 8.5hrs long, and normally will run from 0800hrs until 1630hrs on each day that training is conducted⁵. In addition, instructors must be provided if required for additional presentations or briefings in the evenings after 1630hrs. These out of hours requirements shall be charged to the nearest half an hour in accordance with the Pricing Schedule. There may also be occasions when the instructor is required to stay out overnight with the students as part of the course syllabus. In such cases, the Instructor is deemed to be 'off duty' once the night location is reached. The next working day begins again when training starts the next day. The Authority will meet the reasonable costs of accommodation and feeding incurred for these single overnight expeditions. When the Contractor provides instructors for ATFC facilitated expeditions, the Contractor is responsible for their own accommodation and feeding costs during the expedition⁶.

4.1.7 Ensure that all instructors brief their students daily on the activity they will be conducting with specific attention paid to safety procedures. The instructor is responsible for the immediate safety of their students and is to comply with industry best practice and the Authority's safety protocols, whichever is the more rigorous at all times. All service personnel instructed by the Contractor are to be fully briefed regarding the dangerous nature of the pursuits they are to participate in. The Contractor has a responsibility for the safety of the students they are instructing. All pertinent safety standards should be known and complied with.

4.1.8 Ensure that an end of course student debrief is given. This could be given as a group, or to students individually. But it must include a summary of the students leadership capabilities⁷.

4.1.9 Ensure that an end of course written student action plan is provided to each student. This will be given to students individually and include a summary of the students own strengths and weaknesses. It should be made clear to the student what qualifications they achieved and what they need to do to reach the next level.

⁴ Less the half day 'rest day' during Wertach winter courses.

⁵ If the contracted instructor is working in an expedition type situation, such as an Alpine Mountaineering expedition, the start and end timings of the 8.5hrs day will be flexible. In these situations, overtime will begin once an 8.5hr period of work has been surpassed.

⁶ Unless otherwise authorised by the OiCs of individual expeditions.

⁷ Linked to the Army Leadership Code.

4.1.10 Ensure that in the event of any injury being sustained by a student whilst under training, the instructor conforms to the Authority's or Unit specific Medical Plan, which is to be briefed to them by the Designated Officer or their representative at the beginning of the period of engagement.

4.1.11 Ensure that the conduct of the instructor is of the highest standard at all times. In the event that a student's conduct is unsatisfactory or the student is unable to participate in training safely for whatever reason, the instructor is to bring this to the attention of the DO or their nominated representative(s) immediately.

4.1.12 Ensure its instructors have the appropriate and suitable personal clothing and equipment for the activities they are delivering.

4.1.13 Provide instructors conducting novice ski training with an appropriate and easily recognisable outer jacket, which is to be worn when teaching.

4.1.14 Summer uplift will be provided by the Authority. During ski training courses, and winter serials (all courses described at Serial 6 and Serials 10-13 of Appendix 1), the Contractor will provide lift passes for its instructors conducting ski training and acting as a ski supervisor. However, one day of Das Hoechste uplift will be provided by the Authority for the Contractor's instructors during Snow Warrior Concentration serials. This one day of Das Hoechste uplift is included because the Authority requires the students to ski for 1 day at one of the Das Hoechste areas.

4.1.15 Ensure its instructors have full personal liability and professional insurance for a minimum of €6 million, which is to include emergency rescue, MEDEVAC, hospital treatment and repatriation in all countries that they are delivering training

4.1.16 Instructors must hold a valid professionally recognised first aid certificate and understanding of management of cold injury situations.

4.1.17 Instructors may be required to drive the Authority's 9 seat minibuses and are required to hold the appropriate valid vehicle licence for this task.

4.1.18 Facilitate travel for instructors to the start point of training delivery. The Authority is not responsible for arranging instructor travel or for separately meeting the costs.

5. AUTHORITY RESPONSIBILITIES

5.1. The Authority is to:

5.1.1 Provide all vehicles for transporting the students and instructors from their place of overnight accommodation to the training areas and back again.

- 5.1.2 Ensure all students are appropriately clothed and equipped for the activities they are conducting.
- 5.1.3 Provide all student ski passes.
- 5.1.4 Provide feeding for all students in lodges and on exercises.
- 5.1.5 Have the right to verify all instructor qualifications and personal details before the period of engagement
- 5.1.6 At the start of the ski season, run a 1 x day period of instructor induction. This is to include the Joint Service Mountain Training Centre (JSMTC) Diversity and Inclusion Policy and Supervisory Care Directive. It is also to include familiarisation of the lodge from where the work is being delivered, Risk Assessment procedures and morning meeting procedures, vehicle driving familiarisation and any activity-specific training identified by the Authority as mandatory. The Contractor may bill the Authority for 1 day, per instructor, at the daily rate for that instructor.
- 5.1.7 Implement a process of moderation on instructors provided by the Contractor over the duration of the contract period. The output of this may be individual verbal backbriefs, student written validation questionnaires, formal written observation reports or general informal oversight.
- 5.1.8 Retain the right to request removal by the Contractor of any instructor whose personal conduct or professional performance in the opinion of the Designated Officer or their representative falls below the standard required.
- 5.1.9 Provide all instructors with the appropriate Formal Training Statement (FTS) for each qualification they are delivering.
- 5.1.10 Brief all instructors on the activity Medical Plan.
- 5.1.11 Provide uplift passes for instructors during any period of induction or orientation, and at the locations described in 4.1.14.
- 5.1.12 Assume the cost of overnight hut accommodation and feeding in line with current MOD policy when instructors are required to use these facilities to deliver the course syllabus.
- 5.1.13 Verify all Contractor invoices submitted before approving payment.

6. CONTRACTED ACTIVITY INSTRUCTOR TECHNICAL STANDARDS

- 6.1 General.** The instructor in consultation with the Authority is responsible for deciding who has passed the respective activity syllabus. This

is to be achieved by formative or summative assessment⁸ of the student and their ability to meet the standards required in the FTS. The instructor requirements for the various training courses are contained within Appendix 1.

7. ESTIMATED ANNUAL PROGRAMMED INSTRUCTOR REQUIREMENT

7.1 The table below details the estimated numbers of instructors required annually by activity qualification. These figures are based on historical usage and have been included to provide an indication of the possible levels of resource that may be required. However, as specified in paragraph 2.1, no levels of activity are guaranteed.

Ser	Instructor Qualification Required	Estimated Annual Requirement		
		Number of Instructors Required	Estimated annual working days for each Instructor	Estimated total Instructor Days (c x d = e)
(a)	(b)	(c)	(d)	(e)
1	British Association of Snowsport Instructors (BASI) Alpine Level 2 or 3 or International equivalent.	[redacted]	[redacted]	[redacted]
2	IFMGA Mountain Guide.	[redacted]	[redacted]	[redacted]
3	Ski Instructor Manager – BASI Alpine Level 3 or International equivalent.	[redacted]	[redacted]	[redacted]
4	Paragliding (Award TBC)	[redacted]	[redacted]	[redacted]
5	Mountain Instructor Award (MIA) or UIAA recognised equivalent.	On demand as required throughout the year		[redacted]
6	United Kingdom Coaching Certificate L2 Moderate Water Award or British Canoe Union (BCU) L3 or International equivalent.			
7	United Kingdom Coaching Certificate L3 Advanced or BCU L4 or L5 or International equivalent.			
9	International Mountain Leader, MIA or UIAA recognised equivalent.			
9	IFMGA Mountain Guide			

8. Command and Control

⁸ As described in the Course Assessment Specification

8.1 The instructor shall take complete control of all students under their instruction. Any disruptive, anti-social or unsatisfactory behaviour by students is to be immediately brought to the attention of the Authority.

8.2 No alcohol is to be consumed by students or instructors at any time during periods of programmed training or before 1800hrs⁹. Students who are incapable or suspected of being incapable of conducting training safely as a consequence of excessive alcohol consumption or other substance abuse are to be barred from participating in training. In such circumstances the Contractor shall inform the Authority immediately.

9. Environmental Policy

Service personnel are directed to adhere to national environmental guidelines wherever they are training. The Contractor and all its instructors shall be aware and supportive of these guidelines. Instructors in particular must strictly enforce compliance by students.

10. Feeding

No feeding at the Authority's expense will be provided during the normal working day. For singular overnight expeditions when working from Oberstdorf or Wertach, the Authority will provide feeding either in the form of Operational Ration Packs or arranged meals for all students and instructors participating in the overnight exercise. At all other times Instructors are expected to be self sufficient in their catering requirements.

⁹ In line with ART GOC Alcohol Policy.

Appendix 1 Detailed Instructor Qualification Requirements

Ser	Possible Courses Delivered	Instructor Qualification	Qualification Remit	Ratio	Essential Desirable	Remarks
Paragliding Courses						
1	Elementary and Club Pilot (CP)	Instructor to be PG Hill, or equivalent recognised BHPA or international qualification	Licensed to train groups of novices to CP level (the level at which they are qualified to fly unsupervised by an instructor)	1:6	Logbook must show a minimum of 25 days instruction in last 12 months	
2	Paragliding Club Coach (PCC) and Paragliding Pilot Training (PGT)	Senior Instructor equivalent recognised or international qualification	Qualified to train potential Instructors, under the supervision of the Club Flying Instructor.			Instructor will require special dispensation from BHPA to run these courses.
3	Paragliding Club Pilot (PCP)	Paragliding (NGB)-BHPA or equivalent recognised international licence to instruct paragliding	Licensed to train novices to CP level and beyond			
Summer Mountaineering Courses						
4	Foundation and Leader courses	ML (S), IML or UIAA recognised alternative.	Qualified to lead / instruct walking groups in mountainous terrain in summer conditions.	1:6	Logbook must show a minimum of 30 days instruction in last 12 months.	
Rock Climbing Courses						
5	All Rock Climbing courses as detailed in JSP 419	IFMGA guide	Qualified to lead / instruct all elements of rock climbing / mountaineering in summer conditions.	1:2 or 1:6	Logbook must show a minimum of 30 days' instruction in last 12 months.	Also have a min of 10 routes in last 12 months at grade VS (UK), UIAA 5 or similar.
Winter Climbing Courses						
6	All Winter Climbing courses	IFMGA guide	Qualified to lead / instruct all elements of snow and ice climbing and winter mountaineering	1:2	Min of 30 days' instruction in last 12 months.	Also have a min of 5 winter routes in last 12 months at Scottish grade 4, WI grade 4, M3 or similar

Ser.	Possible Courses Delivered	Instructor Qualification	Qualification Remit	Ratio	Essential	Remarks
Alpine Mountaineering						
7	All Alpine Courses as detailed in JSP 419	IFMGA guide	Qualified to lead and instruct all elements of Alpine mountaineering	1:2	Min of 30 days' instruction in last 12 months.	Min 1 day induction required for AKL
Kayaking / Canoeing Courses						
8	Foundation and Intermediate courses	UKCC L2 with Moderate Water endoresment, or BCU or internationally recognised equivalent.	Qualified to plan, deliver and review coaching sessions for novice kayakers. Can operate in a sheltered water environment.	1:6	Logbook showing at least 20 hours coaching in last 12 months.	
9	Instructor and 4* Leader courses	UKCC Level 3 Advanced or BCU level 4 or 5 or internationally recognised equivalent.	Qualified to be in charge of kayaking activities including expeditioning or white water grade II.	1:4	Logbook showing at least 20 hours coaching in last 12 months at the appropriate level.	White water grade II: Free passage. Irregular stream and waves. Medium rapids, small stoppers, eddies, whirlpools and pressure areas.
Skiing Courses						
10	Foundation 1 and 2 courses	BASI L2 or internationally recognised equivalent	Qualified to teach alpine skiing up to and including parallel turns and off piste skiing in variable terrain.	1:8	Logbook showing at least 20 hours coaching in last 12 months.	
11	Foundation 3, Ski Leader 2 & 3, ALPSKI and SMT/SMI Instructor courses	IFMGA Guide	Qualified to lead / instruct all elements of climbing, mountaineering and off piste skiing and ski touring, in all types of mountainous terrain, including glacial, worldwide	1:6		
12	Ski Leader 1 courses	BASI L3 (ISIA) or internationally recognised equivalent	Qualified to teach and deliver Ski Leader 1 awards.	1:6		
13	Adaptive courses	BASI L2 Adaptive or internationally recognised equivalent	Qualified to teach & deliver BASI L2 Adaptive Instructor Awards.	1:6		Prior experience of working with injured military highly desirable.

SKI SUPERVISOR – TERMS OF REFERENCE

1. **General.** The Ski Supervisor may be required during periods of surge demand between Jan – Apr annually. They will be the single Point of Contact (POC) between the Authority and Contractor over the specific delivery of surge ski training out of the Wertach lodges. Provision of a Ski Supervisor shall only be if specifically requested at the time by the Authority.
2. **Location.** The Ski Supervisor will work almost exclusively from the Wertach ski lodges and local ski areas but may be required to attend meetings at Hubertushaus in Oberstdorf on a routine basis.
3. **Responsibilities.** The Ski Supervisor is:
 - a. To liaise daily with the appointed JSMTTC OIC of Wertach based courses in respect of any training requirements or changes to the training plan which may affect the lodge, instructors or students.
 - b. In association with the Authority's representative, conduct performance moderation of each contracted instructor at least once during their period of employment and produce an individual assessment report.
 - c. In association with the Authority's representative, plan and conduct preliminary ski assessments of students at the start of each ski course with the aim of establishing student ability and assigning instructors.
 - d. To chair end of week training reviews with the instructors and inform the Authority of any subsequent training concerns.
 - e. To coordinate the daily employment of instructors, including the use of ski areas and other training facilities.
4. **Tasks.** The Ski Supervisor is to:
 - a. Attend the surge pre-training orientation training conducted by the Authority.
 - b. Be prepared to deputise for any instructor temporarily unable to deliver training.
 - c. Be prepared to provide additional instructor support to students who may benefit from one to one instruction.
 - d. Ensure that instructors complete a final course debrief with the students, and an individual written student action plan at the end of each course in accordance with the Authority's instructions (see para 4.1.8 and 4.1.9). The end of course student debrief is to be linked to the students leadership capabilities¹⁰, communicating their strengths and weaknesses to individual students.

¹⁰ Linked to the Army Leadership Code.

INSTRUCTOR DETAILS

1. The instructor details listed below are required by the Authority in advance of each period of engagement:

a. **Personal Details**

- (1) Name
- (2) Age
- (3) Date of Birth
- (4) Nationality

b. **Professional Details**

- (1) Qualifications held
- (2) Activity Log Book (when specifically requested)

**Schedule 6 - Contractor's Commercially Sensitive Information Form
(i.a.w Condition A14)**

Contract No: CB/BFG/0131

Description of Contractor's Commercially Sensitive Information:

NO COMMERCIALLY SENSITIVE INFORMATION SPECIFIED BY CONTRACTOR

Cross Reference(s) to location of sensitive information:

N/A

Explanation of Sensitivity:

N/A

Details of potential harm resulting from disclosure:

N/A

Period of Confidence (if applicable):

N/A

Contact Details for Transparency / Freedom of Information matters:

Name: [redacted]

Position: [redacted]

Address: [redacted]

Telephone Number: [redacted]

Email Address: [redacted]