**Contract 702630454 for the Provision of Supplementary Support Services to the Airseeker Programme**

Contract Terms and Conditions

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## DEFCONs

The following DEFCONs shall apply.

DEFCON 005J (Edn. 11/16) - Unique Identifiers

DEFCON 076 (Edn. 06/21) - Contractor's Personnel at Government Establishments

DEFCON 129 (Edn. 07/21) - Packaging (For Articles other than Munitions)

DEFCON 129J (Edn. 11/16) - The Use Of The Electronic Business Delivery Form

DEFCON 501 (Edn. 10/21) - Definitions And Interpretations

DEFCON 503 (Edn. 06/22) - Formal Amendments To Contract

DEFCON 507 (Edn. 07/21) - Delivery

DEFCON 513 (Edn. 04/22) - Value Added Tax (VAT) And Other Taxes

DEFCON 514 (Edn. 08/15) - Material Breach

DEFCON 515 (Edn. 06/21) - Bankruptcy and Insolvency

DEFCON 516 (Edn. 04/12) - Equality

DEFCON 518 (Edn. 02/17) - Transfer

DEFCON 520 (Edn. 08/21) - Corrupt Gifts and Payments of Commission

DEFCON 522 (Edn. 11/21) - Payment and Recovery of Sums Due

DEFCON 524A (Edn. 02/20) – Counterfeit Materiel

DEFCON 526 (Edn. 08/02) - Notices

DEFCON 527 (Edn. 09/97) - Waiver

DEFCON 528 (Edn. 07/21) - Import and Export Licences

DEFCON 529 (Edn. 09/97) - Law (English)

DEFCON 530 (Edn. 12/14) - Dispute Resolution (English Law)

DEFCON 531 (Edn. 09/21) - Disclosure Of Information

DEFCON 532A (Edn. 05/22) - Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority

DEFCON 534 (Edn. 06/21) - Subcontracting and Prompt Payment

DEFCON 537 (Edn. 12/21) - Rights of Third Parties

DEFCON 538 (Edn. 06/02) - Severability

DEFCON 539 (Edn. 01/22) - Transparency

DEFCON 550 (Edn. 02/14) - Child Labour and Employment Law

DEFCON 566 (Edn. 10/20) - Change Of Control Of Contractor

DEFCON 608 (Edn. 07/21) - Access and Facilities to be Provided by the Contractor

DEFCON 609 (Edn. 07/21) - Contractor's Records

DEFCON 632 (Edn. 11/21) - Third Party Intellectual Property - Rights and Restrictions

DEFCON 524 (Edn. 12/21) - Rejection

DEFCON 525 (Edn. 10/98) - Acceptance

DEFCON 601 (Edn. 04/14) - Redundant Material

DEFCON 611 (Edn. 02/16) - Issued Property

DEFCON 612 (Edn. 06/21) - Loss of or Damage to the Articles

DEFCON 620 (Edn. 06/22) - Contract Change Control Procedure

DEFCON 621B (Edn. 10/04) - Transport (If Contractor Is Responsible For Transport)

DEFCON 627 (Edn. 11/21) - Quality Assurance - Requirement for a Certificate of Conformity

DEFCON 637 (Edn. 05/17) - Defect Investigation and Liability

DEFCON 644 (Edn. 07/18) - Marking of Articles

DEFCON 656A (Edn 08/16) - Termination for Convenience - Over £5M

DEFCON 658 (Edn. 09/21) - Cyber

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

DEFCON 660 (Edn. 12/15) - Official-Sensitive Security Requirements

DEFCON 684 (Edn. 01/04) - Limitation Upon Claims In Respect Of Aviation Products

## Additional Definitions

### In addition to the definitions provided in DEFCON 501 the following phrases shall have the meanings given to them.

"Contract Period" shall mean the period between the award of Contract and 31 March 2028.

"Operational Period" shall mean the period between 1 April 2023 and 31 March 2028.

## Duration

### The Contract Period shall be the period from Contract award to 31 March 2028. The Operational Period shall be from 1 April 2023 to 31 March 2028.

## Requirement

### The Requirement is stated at Schedule 1 – Statement of Requirement.

## Key Performance Indicators

### For each of the Contract services, there are performance requirements that have been set out in the Statement of Requirement and are summarised below for each service together with a threshold value that defines what is a satisfactory outcome against the KPI defined.

 Aircraft Wash

### An aircraft wash shall be completed on the day defined by the Authority.

### Threshold value 95%, i.e. 19 out of 20 washes should be completed on the day defined.

Wheels & Tyres

### Main wheel and nose wheel tyre changes shall be completed within 28 Business Days of the Contractor being notified that the items are available in the RAF Waddington Forward Supply Store. Completion shall be signified by the Contractor notifying the Authority that the items have been returned to RAF Waddington Forward Supply Store.

### Threshold value 80%, i.e. 4 in 5 tyre changes should be completed within the prescribed timescale.

### Main wheel and nose wheel repair/maintenance shall be completed within 28 Business Days of notification that the items are available in the RAF Waddington Forward Supply Store. Completion shall be signified by the Contractor notifying the Authority that the items have been returned to RAF Waddington Forward Supply Store.

### Threshold value 80%, i.e. 4 in 5 wheel repair/maintenance events should be completed within the prescribed timescale.

Engine Support

### Prepare engine for transport: Preparation for transport shall be carried out within 10 Business Days of notification by the Authority.

### Threshold value 80%, i.e. 4 in 5 engine preparations for transport events should be completed within the prescribed timescale.

###  Prepare engine for use/inhibition: Preparation for use/inhibition following engine return to RAF Waddington transport shall be carried out within 10 Business Days of notification by the Authority.

### Threshold value 80%, i.e. 4 in 5 engine preparations for use/inhibition events should be completed within the prescribed timescale.

 Oxygen Support

### Prepare LOX & Gaseous Oxygen trolleys for deployment: Preparation for deployment shall be carried out within 10 Business Days of notification by the Authority.

### Threshold value 90%, i.e. 9 in 10 trolley preparation for deployment events should be completed within the prescribed timescale.

### Receive LOX & Gaseous Oxygen trolleys on return from deployment: Preparation for use following return from deployment shall be carried out within 10 Business Days of notification by the Authority.

### Threshold value 90%, i.e. 9 in 10 trolley preparation for use events should be completed within the prescribed timescale.

## Contract Meetings

### During the Period of Performance the Contractor shall arrange monthly progress meetings to be held during the first week of each month. These can be face-to-face, via Teams or a mix of each.

### The Contractor shall produce a set of briefing slides 3 Business Days ahead of each progress meeting covering the following:

##### Agree minutes from previous meeting

##### Activity performance:

##### – Current Tasking summary

##### – Aircraft Wash summary

##### Review of issues, actions & risks/opportunities

##### QOR Tracker

##### AOB

## Contract Reports

### On commencement of the Contract Period and until the relevant MAOS approval has been achieved, the Contractor shall provide a monthly report to the Authority on progress to achieving MAOS approval.

### For each month during the Period of Performance the Contractor shall provide to the Authority a report on the progress of the Contract. Reports shall detail as a minimum:

##### Performance / Delivery of the Contractor deliverables

##### Risks and Opportunities

##### Any other information specified in the Contract

##### Any other information reasonably requested by the Authority

## Government Furnished Assets

### The Authority shall provide the Government Furnished Assets at Schedule 2 to the Contractor for the Period of Performance, and where required for any demanded activity that is fulfilled after the Period of Performance.

### The Contractor shall not use the GFA for any other purpose than performing the Contract.

### Not less than four (4) weeks prior to the Operational Period, the Contractor is to provide a plan to the authority for approval on the proposed use of the GFA items shown as “Additional GFA” at Schedule 2, such approval shall not be unreasonably refused. The plan must show that the Contractor intends to make efficient use of the GFA facility.

### During the Period of Performance the Authority reserves the right after consulting with the Contractor to withdraw the GFA if in the reasonable opinion of the Authority the Contractor does not make efficient use of the GFA facility. The Authority’s decision on this matter shall be final.

### The contractor will not be held liable for a failure to deliver his contracted services arising as a consequence of a failure by the Authority, for whatever reason, to supply the relevant Government Furnished Assets, provided the contractor has taken all reasonable steps to mitigate the impact of such a failure.

Government Furnished Information

### The Authority does not give any warranty or undertaking as to the completeness, accuracy, or fitness for any purpose of any of the Authority provided information. Neither the Authority nor its agents or employees shall be liable to the Contractor in contract (save as expressly provided elsewhere in the Contract), tort, statute nor otherwise, as a result of any inaccuracy, omission, unfitness for any purpose, or inadequacy of any kind, in the Authority provided information.

## Quality Assurance

### The Contractor shall comply with the following Quality Assurance requirements:

#### AQAP 2310 Edition B Version 2 NATO Quality Assurance Requirements for Aviation, Space and Defence Suppliers.

### Conformity to the following requirement will be assessed and recorded by the Authority:

#### Requirement Serial 1 – Aircraft Wash

### Conformity of the following requirements shall be recorded by MoD Form 731in accordance with the process set out in the MAA Manual of Airworthiness Maintenance – Processes (MAM-P):

#### Requirement Serial 2 –Wheel and Tyre Servicing

#### Requirement Serial 3 – Maintenance and Preparation of the Stored Engine

### Certificates of Conformity shall be provided in accordance with DEFCON 627 Quality Assurance – Requirement for a Certificate of Conformity (Edn 11/21) for the following requirements:

#### Requirement Serial 4 – Liquid Oxygen (LOX) replenishment, and LOX and Gaseous Oxygen Trolley Servicing

#### Requirement Serial 5 - Supply of Demineralised Water

### DEFCON  602B (Edn 12/06) - Quality Assurance (Without Deliverable Quality Plan) shall apply.

### Any contractor working parties shall be provided in accordance with Def Stan. 05-061 Part 4, Issue 4 - Quality Assurance Procedural Requirements - Contractor Working Parties.

### Processes and controls for the avoidance of counterfeit materiel shall be established and applied in accordance with Def Stan. 05-135, Issue 2 – Avoidance of Counterfeit Materiel.

## MAA Regulatory Publications

### The Contractor shall comply with the MAA Regulatory Publications (“MRP”) issued by the Military Aviation Authority (“the Regulator”) at Schedule 1.

### The Contractor shall comply with the Regulations set out in publications in Schedule 1 by following:

#### the acceptable means of compliance (“AMC”) prescribed therein;

#### where there is more than one AMC, an AMC or AMCs agreed by the Contractor with the Regulator; or

#### other alternative means as may be agreed by the Contractor with the Regulator.

### Complying with the MRP does not reduce or limit any statutory or legal obligation of the Contractor.

## MAOS Approval

### It is a condition of this Contract that the Contractor achieves approval under the Maintenance Approved Organization Scheme (MAOS) relevant to the Contractor Deliverables prior to 1 April 2023 and maintains the approval from this date to the end of the Period of Performance.

## Demanded Items

### The table below lists the items that are to be provided on demand to the Authority, the Demanded Items. The serial refers to the Statement of Requirements.

### The Authority shall nominate an Authorised Demander to the Contractor prior to the commencement of the Period of Performance and the Contractor shall nominate a point of contact to receive demands.  Demands shall be placed by e-mail, or any other written means agreed by the Parties. Demands may be placed by the Authority at any time during the Period of Performance (PoP) and may be completed after the PoP where delivery times exceed the PoP. Notwithstanding guidance provided in the Statement of Requirements, estimated annual quantities may vary. The Contractor shall not perform (or receive payment for) any of the activities list in the table without an authorised demand.

### For Line 1.1 the Authority reserves the right to cancel the demand for an aircraft wash with a minimum of three (3) Business Days’ notice at no cost to the Authority should the aircraft be unavailable for operational reasons or due to adverse weather conditions.

|  |  |  |  |
| --- | --- | --- | --- |
| Serial | Activity | Pricing Unit | Estimated annual units |
| 1.1 | Regular washing of the Rivet Joint (RJ) aircraft | One aircraft wash | 18 |
| 2.1 | Main Wheel - tyre replacement   | Replacement of one tyre  | 24 |
| 2.2 | Main wheel - inspection, NDT, repair & maintenance including surface finish  | One wheel repair  | 24 |
| 2.3 | Nose Wheel - tyre replacement  | Replacement of one tyre  | 6 |
| 2.4 | Nose wheel - inspection, NDT, repair & maintenance including surface finish  | One wheel repair  | 6 |
| 3.2 | Engine Engineering inspection | One inspection  | 2 |
|  3.3 | Engine De-prep from transport | One de-prep  | 2 |
| 3.4 | Engine Preparation for Transport  | One preparation  | 2 |
| 4.2 | Unscheduled LOX trolley maintenance service  | One service  | 4 |
| 4.5 | Unscheduled Gaseous Oxygen Trolley maintenance service  | One service  | 4 |

## Items Without Demands

### The table below lists the items that are to be provided without Authority demands. The serial refers to the Statement of Requirements. Subject to achievement of satisfactory MAOS approval, the Contractor is to commence the provision of the items on the table on the commencement of the Period of Performance.

Note that Serial 5.1 is the only non-demanded item with estimated quantities.

|  |  |  |  |
| --- | --- | --- | --- |
| Serial | Activity | Pricing Unit | Annual units |
| N/A | Management Fee | One month | 12 |
| 3.1 | Stored engine maintenance service  | One service  | 2 |
| 4.1 | Scheduled LOX trolley maintenance service  | One month | 12 |
| 4.3 | LOX replenishment  | One month | 12 |
| 4.4 | Scheduled Gaseous Oxygen Trolley maintenance service  | One month | 12 |
| 5.1 | Supply of Demineralised Water  | 25 litres | 150 (estimated) |

## Pricing

### The firm prices shown at Schedule 4 shall apply. Prices for Demanded Items shall constitute a standing offer.

## Payment

### The Authority shall pay the Contractor in accordance with DEFCON 522 and;

#### for Demanded Items on the satisfactory delivery of the Item;

#### for Items Without Demands on the satisfactory delivery of the Items applicable to the preceding month; and

#### for the Monthly Management Fee subject to the satisfactory delivery of (or satisfactory progress to delivery) of both the Demanded Items and Items Without Demands for the previous month.

### The Contractor shall invoice monthly, or in multiples of one month, providing full details of the services provided in the period of the invoice.

## Third Party IPR Authorisation

### Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

## Limitations on Liability

Definitions

### In this Condition 2 the following words and expressions shall have the meanings given to them, except where the context requires a different meaning:

“Charges” means any of the charges for the provision of the Services, Contractor

Deliverables and the performance of any of the Contractor’s other obligations under this

Contract, as determined in accordance with this Contract;

“Data Protection Legislation” means all applicable Law in force from time to time in the

UK relating to the processing of personal data and privacy, including but not limited to:

(1) UK GDPR;

(2) DPA 2018; and

(3) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI

2003/2426) as amended, each to the extent that it relates to the processing of personal

data and privacy;

“Default” means any breach of the obligations of the relevant Party (including

fundamental breach or breach of a fundamental term) or any other default, act, omission,

negligence or statement of the relevant Party, its employees, servants, agents or subcontractors in connection with or in relation to the subject matter of this Contract and in respect of which such Party is liable to the other. In no event shall a failure or delay in the delivery of an Authority responsibility or an activity to be carried out by the Authority or its representatives in accordance with the Contract be considered a Default;

‘DPA 2018’ means the Data Protection Act 2018;

“Law” means any applicable law, subordinate legislation within the meaning of section

21(1) of the Interpretation Act 1978, regulation, order, regulatory policy, mandatory

guidance or code of practice judgment of a relevant court of law, or directives or

requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body;

“Term” means the period commencing on the date on which

this Contract is signed and ending on 31 March 2028 or on earlier termination of this Contract.

‘UK GDPR’ means the General Data Protection Regulation (Regulation (EU) 2016/679)

as retained in UK law by the EU (Withdrawal) Act 2018 and the Data Protection, Privacy

and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019;

Unlimited liabilities

### Neither Party limits its liability for:

#### death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable);

#### fraud or fraudulent misrepresentation by it or its employees;

#### breach of any obligation as to title implied by section 12 of the Sale of Goods

#### Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

#### any liability to the extent it cannot be limited or excluded by law.

### The financial caps on liability set out in Clauses 2.4 and 2.5 below shall not apply to the following:

#### for any indemnity given by the Contractor to the Authority under this Contact, including but not limited to:

##### the Contractor's indemnity in relation to DEFCON 632 (Third Party IP - Rights and Restrictions);

##### the Contractor's indemnity in relation to TUPE;

#### for any indemnity given by the Authority to the Contractor under this Contract, including but not limited to the Authority’s indemnity in relation to TUPE;

#### breach by the Contractor of DEFCON 532A and Data Protection Legislation; and

#### to the extent it arises as a result of a Default by either Party, any fine or penalty incurred by the other Party pursuant to Law and any costs incurred by such other Party in defending any proceedings which result in such fine or penalty.

Financial limits

### Subject to Clauses 2.2 and 2.3 and to the maximum extent permitted by Law:

#### [throughout the Term] the Contractor's total liability in respect of losses that are caused by Defaults of the Contractor shall in no event exceed:

##### in respect of DEFCON 76 one hundred and eighty thousand pounds (£180,000) in aggregate;

##### in respect of DEFCON 514 five hundred and fifty thousand pounds (£550,000) in aggregate; and

##### in respect of DEFCON 611 twenty thousand pounds (£20,000) in aggregate.

#### without limiting Clause 2.4.1 and subject always to Clauses 2.2, 2.3 and 2.4.3, the Contractor's total liability throughout the Term in respect of all other liabilities, whether in contract, in tort (including negligence), arising under warranty, under statute or otherwise under or in connection with this Contract shall be seven hundred and fifty thousand pounds (£750,000) in aggregate;

#### on the exercise of any and, where more than one, each option period or agreed extension to the Term, the limitation of the Contractor's total liability (in aggregate) set out in Clauses 2.4.1 and 2.4.2 above shall be fully replenished such that on and from each such exercise or extension of the Term, the Authority shall be able to claim up to the full value of the limitation set out in Clauses 2.4.1 and 2.4.2 of this Contract.

### Subject to Clauses 2.2, 2.3 and 2.6, and to the maximum extent permitted by Law the Authority's total liability (in aggregate) whether in contract, in tort (including negligence), under warranty, under statute or otherwise under or in connection with this Contract shall in respect of all liabilities (taken together) be limited to the Charges paid by the Authority in the relevant Contract Year in respect of any and all claims in that Contract Year.

### Clause 2.5 shall not exclude or limit the Contractor's right under this Contract to claim for the Charges.

Consequential loss

### Subject to Clauses 2.2, 2.3 and 2.8, neither Party shall be liable to the other Party or to any third party, whether in contract (including under any warranty), in tort (including negligence), under statute or otherwise for or in respect of:

#### indirect loss or damage;

#### special loss or damage;

#### consequential loss or damage;

#### loss of profits (whether direct or indirect);

#### loss of turnover (whether direct or indirect);

#### loss of business opportunities (whether direct or indirect); or

#### damage to goodwill (whether direct or indirect),

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

### The provisions of Clause 2.7 shall not restrict the Authority's ability to recover any of the following losses incurred by the Authority to the extent that they arise as a result of a Default by the Contractor:

#### any additional operational and administrative costs and expenses arising from the Contractor's Default, including any costs paid or payable by the Authority:

##### to any third party;

##### for putting in place workarounds for the Contractor Deliverables and other deliverables that are reliant on the Contractor Deliverables; and

##### relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;

#### any or all wasted expenditure and losses incurred by the Authority arising from the Contractor's Default, including wasted management time;

#### the additional cost of procuring and maintaining in place transitional assistance and replacement deliverables for the remainder of the Term and any option period or agreed extension to the Term (including legal and other consultants' fees, re-procurement project costs, other expenses associated with such exercise and any increase in the fees for the replacement services over and above the Contract Price that would have been payable for the relevant Contractor Deliverables);

#### any losses arising in connection with the loss, destruction, corruption, inaccuracy or degradation of Authority data, or other data or software, including, to the extent the Authority data, other data or software can be recovered or reconstituted, the fees, costs and expenses of reconstituting such Authority data, data or software;

#### damage to the Authority's physical property and tangible assets, including damage under DEFCON 76 and 611;

#### costs, expenses and charges arising from, or any damages, account of profits or other award made for, infringement of any third-party Intellectual Property Rights or breach of any obligations of confidence;

#### any additional costs incurred by the Authority in relation to the Authority's contracts with a third party (including any compensation or interest paid to a third party by the Authority) as a result of the Default (including the extension or replacement of such contracts);

#### any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty; or

#### any savings, discounts or price reductions during the Term and any option period or agreed extension to the Term committed to by the Contractor pursuant to this Contract.

Invalidity

### If any limitation or provision contained or expressly referred to in this Condition 17 is held to be invalid under any Law, it will be deemed to be omitted to that extent, and if any Party becomes liable for loss or damage to which that limitation or provision applied, that liability will be subject to the remaining limitations and provisions set out in this Condition [2].

Third party claims or losses

### Without prejudice to any other rights or remedies the Authority may have under this Contract (including but not limited to any indemnity claim under DEFCONs 91 and 632 or at Law), the Authority shall be entitled to make a claim under this Contract against the Contractor in respect of any losses incurred by the Authority which arise out of a claim made against the Authority by a third party under any contract with that third party provided that such third party claim:

#### arises naturally and ordinarily as a result of the Contractor's failure to provide the Contractor Deliverables or failure to perform any of its obligations under this Contract; and

#### is a type of claim or loss that would have been recoverable under this Contract if the third party were a party to this Contract (whether as the Authority or the Contractor), such claim to be construed as direct losses for the purpose of this Contract.

No double recovery

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

## TUPE - PART 1 – Employee Transfer Arrangements on Entry

Definitions

### In this Condition 18, save where otherwise provided, words and terms defined in DEFCON 501 (Definitions and Interpretations) of the Contract shall have the meaning ascribed to them in DEFCON 501 (Definitions and Interpretations).

### Without prejudice to DEFCON 501 (Definitions and Interpretations) of the Contract, in this Condition 18 unless the context otherwise requires:

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

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

##### the Data Protection Act 2018;

##### the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and

##### all applicable legislation and regulatory requirements in force from time to time which apply to a party relating to the processing of personal data and privacy and the guidance and codes of practice issued by the Information Commissioner’s Office which apply to a party;

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

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

#### "Previous Contractor" means [insert details of any outgoing contractor.  Ensure that any sub-contractors from whom employees may transfer are included];

#### "Previous Contractor Employee" means an employee of a Previous Contractor who immediately before the Relevant Transfer Date is assigned to carry out the services to be carried out by the Contractor or Sub-Contractor under this Contract and who has not been dismissed, resigned, been reassigned or objected to the Relevant Transfer;

#### "Relevant Transfer" means a transfer to the Contractor or an Employing Sub-Contractor of a Previous Contractor Employee pursuant to this Contract and the Transfer Regulations;

#### "Relevant Transfer Date" means the date on which a Relevant Transfer is effected for Previous Contractor Employees;

#### "Relevant Statutory Scheme" has the same meaning as in Regulation 8 of the Transfer Regulations;

#### “Services” shall have the meaning specified in [project team to complete];

#### “Transfer Regulations” means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time and/or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006 (as amended from time to time), as appropriate.

Previous Contractor Employees

### No later than three months prior to the Relevant Transfer Date the Authority shall provide to the Contractor the information listed in Appendix 1 of this Condition 18 in respect of Previous Contractor Employees to the extent that such information has been provided to the Authority by the Previous Contractor.

### The Authority shall provide the Contractor with any update to the information provided under paragraph 18.3 as soon as is reasonably practicable, to the extent that such information has been provided to the Authority by the Previous Contractor.

### The Contractor shall provide any information provided to it by the Authority pursuant to paragraph 18.3 to an Employing Sub-Contractor within seven Business Days of receipt to the extent that such Previous Contractor Employees are to transfer to an Employing Sub-Contractor under a Relevant Transfer on the Relevant Transfer Date.

### Paragraph 18.3 is subject to the Authority and any Previous Contractor’s obligations in respect of the Data Protection Legislation and any data provided by the Authority in accordance with paragraph 18.3 shall be provided in anonymous form in order to enable its disclosure.  To the extent anonymous data has been provided by the Authority pursuant to its obligations under Paragraph 18.3 above, the Authority shall provide full data no later than 28 days prior to the Relevant Transfer.

### The Authority does not warrant the accuracy of the information provided under paragraph 18.3.

Obligations in respect of Previous Contractor Employees

### The Contractor and the Authority acknowledge (and the Contractor shall procure that the Employing Sub-Contractor acknowledges) that the provision of the Services under this Contract will constitute a Relevant Transfer.

#### The Contractor agrees (and will procure that the Employing Sub-Contractor agrees) that from the Relevant Transfer Date the contracts of employment of any Previous Contractor Employees together with any collective agreements (save insofar as such contracts and such agreements relate to benefits for old age, invalidity or survivors under any occupational pension scheme or otherwise do not transfer pursuant to regulation 4A of the Transfer Regulations) will take effect as if originally made between the Contractor or an Employing Sub-Contractor and the Previous Contractor Employees (or the relevant trade union, as the case may be) subject to any variations to such contracts of employment made pursuant to Regulation 9 of the Transfer Regulations, where applicable.

#### The Contractor agrees that it will comply with its obligations under sections 257 and 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005.

#### Save for any liabilities in respect of Previous Contractor Employees under a Relevant Statutory Scheme or Schemes, the Contractor or Employing Sub-Contractor (as the case may be) shall have responsibility for all emoluments and outgoings (including without limitation all wages, bonuses, commissions, payments in respect of holiday taken after the Relevant Transfer Date as appropriate, PAYE, national insurance contributions and contributions to retirement benefit schemes) in relation to the Previous Contractor Employees with effect from and including the Relevant Transfer Date and shall indemnify the Authority and the Previous Contractor in respect of the same.

Indemnities

### The Contractor shall indemnify and hold harmless the Authority and any Previous Contractor against all demands, claims, liabilities, losses and damages, costs and expenses (including all interest, penalties, legal and other costs and expenses) together with any applicable Value Added and similar taxes or liability for deduction of PAYE tax properly incurred by the Authority or any Previous Contractor arising out of or in connection with:

#### any breach by the Contractor and/or any Employing Sub-Contractor of their obligations under Regulation 13 of the Transfer Regulations;

#### any act or proposal by the Contractor or any Employing Sub-Contractor prior to or following the Relevant Transfer Date which amounts to a repudiatory breach of contract as referred to in Regulation 4(11) of the Transfer Regulations and/or to make a substantial change in working conditions of any Previous Contractor Employee to the material detriment of that employee. For the purposes of this sub-clause the expressions “repudiatory breach”, “substantial change” and “material detriment” shall have the same meanings as for the purposes of Regulation 4(9) and 4(11) of the Transfer Regulations; and

#### any collective agreement or any arrangement with any trade union or staff association after the Relevant Transfer Date.

#### Any variations or proposed variations to any Previous Contractor Employee’s terms and conditions of employment pursuant to regulations 4(5) and 4(5B).

General Provisions Applicable to Previous Contractor Employees and Contractor Personnel

*Contractor Indemnity*

### The Contractor shall indemnify the Authority and any New Provider against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with the employment or termination of employment by the Contractor or any Employing Sub-Contractor of any person (including the Previous Contractor Employees) engaged in connection with the provision of the Services during the term of this Agreement.

*Post Transfer Reporting*

### The Contractor shall upon request by the Authority provide (or shall procure that an Employing Sub-Contractor shall provide) the Authority with the following information in respect of the employees who are wholly or mainly employed, assigned or engaged in providing the Services:

#### any proposed, agreed or imposed changes to terms and conditions of service;

#### disputes relating to compliance with the Transfer Regulations which are regarded as unresolved by a recognised Trade Union;

#### any court action or tribunal proceedings relating to compliance with the Transfer Regulations;

#### completed court action or tribunal proceedings relating to compliance with the Transfer Regulations; and

#### out of court settlements relating to compliance with the Transfer Regulations if possible having regard to the wording of the settlement.

APPENDIX 1 - PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS AGREEMENT

*PART A*

### Pursuant to paragraph 18.3 of this Condition 18, the written statement of employment particulars as required by section 1 of the Employment Rights Act 1996 together with the following information (save where that information is included within that statement) will be provided to the extent it is not included within the written statement of employment particulars:

#### Personal, Employment and Career

##### Age;

##### Security Vetting Clearance;

##### Job title;

##### Work location;

##### Conditioned hours of work;

##### Employment Status;

##### Details of training and operating licensing required for Statutory and Health and Safety reasons;

##### Details of training or sponsorship commitments;

##### Standard Annual leave entitlement and current leave year entitlement and record;

##### Annual leave reckonable service date;

##### Details of disciplinary or grievance proceedings taken by or against transferring employees in the last two years;

##### Information of any legal proceedings between employees and their employer within the previous two years or any such proceedings that the transferor has reasonable grounds to believe that an employee may bring against the transferee arising out of their employment with the transferor;

##### Issue of Uniform/Protective Clothing;

##### Working Time Directive opt-out forms; and

##### Date from which the latest period of continuous employment began.

#### Performance Appraisal

##### The current year's Performance Appraisal;

##### Current year’s training plan (if it exists); and

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

#### 1.3        Superannuation and Pay

##### Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken within the last two years;

##### Annual salary and rates of pay band/grade;

##### Shifts, unsociable hours or other premium rates of pay;

##### Overtime history for the preceding twelve-month period;

##### Allowances and bonuses for the preceding twelve-month period;

##### Details of outstanding loan, advances on salary or debts;

##### Cumulative pay for tax and pension purposes;

##### Cumulative tax paid;

##### National Insurance Number;

##### National Insurance contribution rate;

##### Other payments or deductions being made for statutory reasons;

##### Any other voluntary deductions from pay;

##### Pension Scheme Membership;

##### For pension purposes, the notional reckonable service date;

##### Pensionable pay history for three years to date of transfer;

##### Percentage of any pay currently contributed under additional voluntary contribution arrangements; and

##### Percentage of pay currently contributed under any added years arrangements.

##### Medical

##### Sickness and absence records for the immediately preceding four-year period; and

##### Details of any active restoring efficiency case for health purposes.

#### Disciplinary

##### Details of any active restoring efficiency case for reasons of performance; and

##### Details of any active disciplinary cases where corrective action is ongoing.

#### Further information

##### Information about specific adjustments that have been made for an individual under the Equality Act 2010;

##### Short term variations to attendance hours to accommodate a domestic situation;

##### Individuals that are members of the Reserves, or staff that may have been granted special leave for public duties such as a School Governor; and

##### Information about any current or expected maternity or other statutory leave or other absence from work.

*PART B*

### Information to be provided 28 days prior to the Relevant Transfer Date:

##### Employee's full name;

##### Date of Birth

##### Home address;

##### Bank/building society account details for payroll purposes Tax Code.

## TUPE - PART 2 – Staff Transfer Arrangement on Exit

Definitions

### In this Condition 19, save where otherwise provided, words and terms defined in DEFCON 501 (Definitions and Interpretations) or Condition 18 shall have the meaning ascribed to them in DEFCON 501 (Definitions and Interpretations) or Condition 18.

### Without prejudice to DEFCON 501 (Definitions and Interpretations) or Condition 18, in this Part 2, unless the context otherwise requires:

#### "Employee Liability Information" has the same meaning as in Regulation 11(2) of the Transfer Regulations;

#### "Employing Sub-Contractor" means any sub-contractor of the Contractor providing all or any part of the Services who employs or engages any person in providing the Services;

#### "Subsequent Relevant Transfer" means a transfer of the employment of Subsequent Transferring Employees from the Contractor or any Employing Sub-Contractor to a New Provider or the Authority under the Transfer Regulations;

#### "Subsequent Transfer Date" means the date on which the transfer of a Subsequent Transferring Employee takes place under the Transfer Regulations;

#### "Subsequent Transferring Employee" means an employee wholly or mainly employed or otherwise assigned to the Services (or in respect of partial termination, the relevant part of the Services) whose employment transfers under the Transfer Regulations from the Contractor or any Employing Sub-Contractor to a New Provider;

#### "Transfer Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time and/or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006 (as amended from time to time), as appropriate.

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

### No earlier than one year preceding the termination, partial termination or Expiry of this Contract or a potential Subsequent Transfer Date or at any time after the service of a notice to terminate this Contract or the provision of any of the Services (whether in whole or part) or on receipt of a written request by the Authority, the Contractor shall (and shall procure that any Employing Sub-Contractor shall):

#### supply to the Authority such information as the Authority may reasonably require in order to consider the application of the Transfer Regulations on the termination, partial termination or expiry of this Contract;

#### supply to the Authority such full and accurate and up-to-date information as may be requested by the Authority including the information listed in Appendix 1 to this Part 2 relating to the employees who are wholly or mainly employed, assigned or engaged in providing the Services or part of the Services under this Contract who may be subject to a Subsequent Relevant Transfer;

#### provide the information promptly and in any event not later than one month from the date when a request for such information is made and at no cost to the Authority;

#### acknowledge that the Authority will use the information for informing any prospective New Provider for any services which are substantially the same as the Services or part of the Services provided pursuant to this Contract;

#### inform the Authority of any changes to the information provided under paragraph 19.3(a) or 19.3(b) up to the Subsequent Transfer Date as soon as reasonably practicable.

### Three months preceding the termination, partial termination or expiry of this Contract or on receipt of a written request from the Authority the Contractor shall:

#### ensure that Employee Liability Information and such information listed in Part A of Appendix 2 of Condition 19 (Personnel Information) relating to the Subsequent Transferring Employees is provided to the Authority and/or any New Provider;

#### inform the Authority and/or any New Provider of any changes to the information provided under this Paragraph 19.4 up to any Subsequent Transfer Date as soon as reasonably practicable;

#### enable and assist the Authority and/or any New Provider or any sub-contractor of a New Provider to communicate with and meet those employees and their trade union or other employee representatives.

### No later than 28 days prior to the Subsequent Transfer Date the Contractor shall provide the Authority and/or any New Provider with a final list of the Subsequent Transferring Employees together with the information listed in Part B of Appendix 2 of Condition 19 (Personnel Information) relating to the Subsequent Transferring Employees. The Contractor shall inform the Authority and/or New Provider of any changes to this list or information up to the Subsequent Transfer Date.

### Within 14 days following the relevant Subsequent Transfer Date the Contractor shall provide to the Authority and/or any New Provider the information set out in Part C of Appendix 2 in respect of Subsequent Transferring Employees.

### Paragraphs 19.3 and 19.4 of this Condition are subject to the Contractor's obligations in respect of the Data Protection Legislation and the Contractor shall use its best endeavours to obtain the consent of its employees (and shall procure that its Sub-Contractors use their best endeavours to obtain the consent of their employees) to the extent necessary under the Data Protection Legislation or provide the data in an anonymous form in order to enable disclosure of the information required under paragraphs 19.3 and 19.4 Notwithstanding this paragraph 19.7, the Contractor acknowledges (and shall procure that its Sub-Contractors acknowledge) that they are required to provide sufficient information to the Authority to enable the Authority to determine the nature of the activities being undertaken by employees engaged in providing the Services, to assess whether there is an organised grouping for the purposes of the Transfer Regulations and to assess who is assigned to such organised grouping. To the extent that anonymous data has been provided by the Contractor pursuant to its obligations under Paragraph 19.3 or 19.4 above, the Contractor shall provide full data to the Authority no later than 28 days prior to the Subsequent Transfer Date.

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

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

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

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

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

### save in the ordinary course of business and with the prior written consent of the Authority (not to be unreasonably withheld or delayed) and the Contractor shall indemnify and keep indemnified the Authority in respect of any reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any breach of paragraphs 19.3, 19.4, 19.5, 19.6 or 19.7 of this of this Condition.

### The Authority may at any time prior to the period set out in paragraph 19.7 request from the Contractor any of the information in sections 1(a) to (d) of Appendix 1 and the Contractor shall and shall procure any Sub-Contractor will provide the information requested within 28 days of receipt of that request.

Obligations in Respect of Subsequent Transferring Employees

### To the extent that the Transfer Regulations apply on expiry, termination or partial termination of this Contract, the Contractor shall and shall procure any Employing Sub-Contractor shall and the Authority shall and shall procure that a New Provider shall in such circumstances:

#### before and in relation to the Subsequent Transfer Date liaise with each other and shall co-operate with each other in order to implement effectively the smooth transfer of the Subsequent Transferring Employees to the Authority and/or a New Provider; and

#### comply with their respective obligations under the Transfer Regulations including their obligations to inform and consult under Regulation 13 of the Transfer Regulations.

Unexpected Subsequent Transferring Employees

### If a claim or allegation is made by an employee or former employee of the Contractor or any Employing Sub-Contractor who is not named on the list of Subsequent Transferring Employees provided under paragraph 19.5 (an "Unexpected Subsequent Transferring Employee") that he has or should have transferred to the Authority and/or New Provider by virtue of the Transfer Regulations, the Party receiving the claim or allegation shall notify the other Party (or the Contractor shall notify the Authority on the Sub-Contractor’s behalf and the Authority shall notify the Contractor on the New Provider’s behalf) in writing as soon as reasonably practicable and no later than ten Business Days after receiving notification of the Unexpected Subsequent Transferring Employee's claim or allegation, whereupon:

#### the Contractor shall (or shall procure that the Employing Sub-Contractor shall), as soon as reasonably practicable, offer and/or confirm continued employment to the Unexpected Subsequent Transferring Employee or take such other steps so as to effect a written withdrawal of the claim or allegation; and

#### if the Unexpected Subsequent Transferring Employee's claim or allegation is not withdrawn or resolved the Contractor shall notify the Authority (who will notify any New Provider who is a party to such claim or allegation), and the Authority (insofar as it is permitted) and/or New Provider (as appropriate) shall employ the Unexpected Subsequent Transferring Employee or as soon as reasonably practicable, (subject to compliance with its obligations at paragraph 19.11.3 c, serve notice to terminate the Unexpected Subsequent Transferring Employee's employment in accordance with his contract of employment; and

#### the Contractor shall indemnify the Authority against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any of the following liabilities incurred by the Authority or New Provider in dealing with or disposing of the Unexpected Subsequent Transferring Employee's claim or allegation:

##### any additional costs of employing the Unexpected Subsequent Transferring Employee up to the date of dismissal where the Unexpected Subsequent Transferring Employee has been dismissed in accordance with paragraph 19.11(b);

##### any liabilities acquired by virtue of the Transfer Regulations in relation to the Unexpected Subsequent Transferring Employee;

##### any liabilities relating to the termination of the Unexpected Subsequent Transferring Employee's employment but excluding such proportion or amount of any liability for unfair dismissal, breach of contract or discrimination attributable:

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

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

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

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

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

##### legal and other professional costs reasonably incurred;

### the Authority shall be deemed to have waived its right to an indemnity under paragraph 19.11(c) if it fails without reasonable cause to take, or fails to procure any New Provider takes, any action in accordance with any of the timescales referred to in paragraph 19.11.

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

### If on the expiry, termination or partial termination of the Contract there is a Subsequent Relevant Transfer, the Contractor shall indemnify the Authority and any New Provider against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any claim by any employee or trade union representative or employee representative arising whether before or after the Subsequent Transfer Date out of any failure by the Contractor or any Sub-Contractor to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Subsequent Transferring Employee or any other employee of the Contractor or any Sub-Contractor affected by the Subsequent Relevant Transfer (as defined by Regulation 13 of the Transfer Regulations), save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Authority or the New Provider.

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

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

#### subject to paragraph 19.13 any claim by any employee or trade union representative or employee representative arising whether before or after the Subsequent Transfer Date out of any failure by the Authority or a New Provider or a sub-contractor of a New Provider to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Subsequent Transferring Employee or any other employee engaged wholly or mainly in connection with the Services by the New Provider or any other employee of the Authority or any New Provider affected by the Subsequent Relevant Transfer effected by this Contract (as defined by Regulation 13 of the Transfer Regulations),

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

### In the event of a Subsequent Relevant Transfer, the Authority shall indemnify the Contractor in respect of all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and other liabilities arising out of or in connection with or as a result of a substantial change by the Authority [or a New Provider or any sub-contractor of a New Provider] on or after the Subsequent Transfer Date to the working conditions of any Subsequent Transferring Employee to the material detriment of any such Subsequent Transferring Employee. For the purposes of this paragraph 19.15, the expressions "substantial change" and "material detriment" shall have the meanings as are ascribed to them for the purposes of Regulation 4(9) of the Transfer Regulations.

Contracts (Rights of Third Parties) Act 1999

### A New Provider may enforce the terms of paragraph 19.11 to 19.15 against the Contractor in accordance with the Contracts (Rights of Third Parties) Act 1999.

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

### Nothing in this paragraphs 19.16 and 19.17 shall affect the accrued rights of the New Provider prior to the rescission, variation, expiry or termination of this Contract.

General

### The Contractor shall not recover any Costs and/or other losses under this Condition where such Costs and/or losses are recoverable by the Contractor elsewhere in this Contract and/or are recoverable under the Transfer Regulations or otherwise.

APPENDIX 1 - PERSONNEL-RELATED INFORMATION TO BE RELEASED UPON RE-TENDERING WHERE THE TRANSFER REGULATIONS APPLIES

### Pursuant to paragraph 19.3(b), the following information will be provided:

#####         The total number of individual employees (including any employees of Sub-Contractors) that are currently engaged, assigned or employed in providing the Services and who may therefore be transferred. Alternatively, the Contractor should provide information why any of their employees or those of their Sub-Contractors will not transfer;

##### The total number of posts or proportion of posts expressed as a full-time equivalent value that currently undertakes the work that is to transfer;

##### The preceding 12 months total pay costs – (Pay, benefits employee/employer ERNIC and Overtime);

##### Total redundancy liability including any enhanced contractual payments;

### In respect of those employees included in the total at 19.20(a), the following information:

##### Age (not date of birth);

##### Employment status (i.e. Fixed Term, Casual, Permanent);

##### Length of current period of continuous employment (in years, months) and notice entitlement;

##### Weekly conditioned hours of attendance (gross);

##### Standard Annual Holiday Entitlement (not "in year" holiday entitlement that may contain carry over or deficit from previous leave years);

##### Pension Scheme Membership:

##### Pension and redundancy liability information;

##### Annual salary;

##### Details of any regular overtime commitments (these may be weekly, monthly or annual commitments for which staff may receive an overtime payment);

##### Details of attendance patterns that attract enhanced rates of pay or allowances;

##### Regular/recurring allowances;

##### Outstanding financial claims arising from employment (i.e. season ticket loans, transfer grants);

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

### The Contractor will provide (and will procure that the Sub-Contractors provide) the Authority/tenderers with access to the Contractor's and Sub-Contractor’s general employment terms and conditions applicable to those employees identified at paragraph 19.21a of this Appendix 1.

APPENDIX 2 - PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS CONTRACT

Part A

### Pursuant to paragraph 19.4, the written statement of employment particulars as required by section 1 of the Employment Rights Act 1996 together with the following information (save where that information is included within that statement) which will be provided to the extent it is not included within the written statement of employment particulars:

Personal, Employment and Career

##### Age;

##### Security Vetting Clearance;

##### Job title;

##### Work location;

##### Conditioned hours of work;

##### Employment status;

##### Details of training and operating licensing required for Statutory and Health and Safety reasons;

##### Details of training or sponsorship commitments;

##### Standard annual leave entitlement and current leave year entitlement and record;

##### Annual leave reckonable service date;

##### Details of disciplinary or grievance proceedings taken by or against transferring employees in the last two years;

##### Information of any legal proceedings between employees and their employer within the previous two years or such proceedings that the transferor has reasonable grounds to believe that an employee may bring against the transferee arising out of their employment with the transferor;

##### Issue of uniform/protective clothing;

##### Working Time Directive opt-out forms; and

##### Date from which the latest period of continuous employment began.

Superannuation and Pay

##### Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken during the last two years;

##### Annual salary and rates of pay band/grade;

##### Shifts, unsociable hours or other premium rates of pay;

##### Overtime history for the preceding twelve-month period;

##### Allowances and bonuses for the preceding twelve-month period;

##### Details of outstanding loan, advances on salary or debts;

##### Pension Scheme Membership;

##### For pension purposes, the notional reckonable service date;

##### Pensionable pay history for three years to date of transfer;

##### Percentage of any pay currently contributed under additional voluntary contribution arrangements; and

##### Percentage of pay currently contributed under any added years arrangements.

Medical

##### Details of any period of sickness absence of 3 months or more in the preceding period of 12 months; and

##### Details of any active restoring efficiency case for health purposes.

Disciplinary

##### Details of any active restoring efficiency case for reasons of performance; and

##### Details of any active disciplinary cases where corrective action is ongoing.

Further information

##### Information about specific adjustments that have been made for an individual under the Equality Act 2010;

##### Short term variations to attendance hours to accommodate a domestic situation;

##### Individuals that are members of the reserves, or staff that may have been granted special leave for public duties such as a School Governor; and

##### Information about any current or expected maternity or other statutory leave or other absence from work.

PART B

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

##### Employee's full name;

##### Date of Birth

##### Home address;

##### Bank/building society account details for payroll purposes tax code.

PART C

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

Performance Appraisal

##### The current year's Performance Appraisal;

##### Current year’s training plan (if it exists); and

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

Superannuation and Pay

##### Cumulative pay for tax and pension purposes;

##### Cumulative tax paid;

##### National Insurance Number;

##### National Insurance contribution rate;

##### Other payments or deductions being made for statutory reasons;

##### Any other voluntary deductions from pay;

## Schedule 1 - Statement of Requirements

## Schedule 2 - Government Furnished Assets

## Schedule 3 - MAA Regulatory Publications

## Schedule 4 - Prices

## Schedule 5 - Security Aspects Letter

## DEFFORM 111

**DEFFORM 111**

**Appendix - Addresses and Other Information**

**1. Commercial Officer**

Graham Parish:

Email: Graham.Parish@mod.gov.uk

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

Name: Dave Woods

Email:       david.woods107@mod.gov.uk

**3. Packaging Design Authority** Organisation & point of contact:

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

((

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

**Branch/Name:**

((

**(b) U.I.N.**

**5. Drawings/Specifications are available from**

**6. Intentionally Blank**

**7. Quality Assurance Representative:**

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

**AQAPS** and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.gateway.isg-r.r.mil.uk>[/index.html](file:///C%3A%5Cu07%5Cappmprod%5Clog%5CC%3A.html%C2%BF) [intranet] or https://www.dstan.mod.uk/ [extranet, registration needed].

**8. Public Accounting Authority**

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

(( 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

(( 44 (0) 161 233 5394

**9. Consignment Instructions** The items are to be consigned as follows: RAF Waddington

**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

Users requiring an account to use the MOD Freight Collection Service should contact UKStratCom-DefSp-RAMP@mod.gov.uk in the first instance.

**11. The Invoice Paying Authority**

Ministry of Defence, DBS Finance, Walker House, Exchange Flags Liverpool, L2 3YL

(( 0151-242-2000 Fax: 0151-242-2809

**Website is:** [https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing](file:///C%3A%5CUsers%5Cparishg245%5CDownloads%5CDEFFORM%2047%20-%20Invitation%20to%20Tender%20%2811%29.docx#https://www.gov.uk/government/organisations/ministry_of_defence/about/procurement)

**12. Forms and Documentation are available through \*:**

Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site, Lower Arncott, Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

**Applications via fax or email:** Leidos-FormsPublications@teamleidos.mod.uk

**\* NOTE**

**1.** Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

**2.** If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.

## OFFER AND ACCEPTANCE

**Contract 702630454 for the Provision of Supplementary Support Services to the Airseeker Programme**

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

For and on behalf of the Contractor:

|  |  |
| --- | --- |
| Name and Title |  |
| Signature |  |
| Date |  |

For and on behalf of the Secretary of State for Defence

|  |  |
| --- | --- |
| Name and Title |  |
| Signature |  |
| Date |  |