

Call-Off Schedule 17 (MOD Terms)

Contract number: 707988451

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1 Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

| | |
|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| "MOD Terms and Conditions" | the terms and conditions listed in this Schedule; |
| "MOD Site" | shall include any of Her Majesty's Ships or Vessels and Service Stations; |
| "Officer in charge" | shall include Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Officers superintending Government Establishments; |

2 Access to MOD sites

- 2.1 The Buyer shall issue passes for those representatives of the Supplier who are approved for admission to the MOD Site and a representative shall not be admitted unless in possession of such a pass. Passes shall remain the property of the Buyer and shall be surrendered on demand or on completion of the supply of the Deliverables.
- 2.2 The Supplier's representatives when employed within the boundaries of a MOD Site, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force for the time being for the conduct of staff at that MOD Site. When on board ship, compliance shall be with the Ship's Regulations as interpreted by the Officer in charge. Details of such rules, regulations and requirements shall be provided, on request, by the Officer in charge.
- 2.3 The Supplier shall be responsible for the living accommodation and maintenance of its representatives while they are employed at a MOD Site. Sleeping accommodation and messing facilities, if required, may be provided by the Buyer wherever possible, at the discretion of the Officer in charge, at a cost fixed in accordance with current Ministry of Defence regulations. At MOD Sites overseas, accommodation and messing facilities, if required, shall be provided by the Buyer wherever possible. The status to be accorded to the Supplier's staff for messing purposes shall be at the discretion of the Officer in charge who shall, wherever possible give his decision before the commencement of this Contract where so asked by the Supplier. When sleeping accommodation and messing facilities are not available the cost should be detailed and agreed with the Buyer in accordance with in the process detailed in Attachment 3 – Appendix 2 (TOF

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Process) and will be evaluated against MOD capitation rates for Travel and Subsistence.

- 2.4 Where the Supplier's representatives are required by this Contract to join or visit a Site overseas, transport between the United Kingdom and the place of duty (but excluding transport within the United Kingdom) shall be provided for them free of charge by the Ministry of Defence whenever possible, normally by Royal Air Force or by MOD chartered aircraft. The Supplier shall make such arrangements through the Technical Branch named for this purpose in the Buyer Contract Details. When such transport is not available within a reasonable time, the Supplier should detail and agree the cost of transport in accordance with in the process detailed in Attachment 3 – Appendix 2 (TOF Process) and will be evaluated against MOD capitation rates for Travel and Subsistence. Transport of the Supplier's representatives locally overseas which is necessary for the purpose of this Contract shall be provided wherever possible by the Ministry of Defence, or by the Officer in charge and, where so provided, shall be free of charge.
- 2.5 Out-patient medical treatment given to the Supplier's representatives by a Service Medical Officer or other Government Medical Officer at a Site overseas shall be free of charge. Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Site and transportation of the Supplier's representatives back to the United Kingdom, or elsewhere, for medical reasons, shall be charged to the Supplier at rates fixed in accordance with current Ministry of Defence regulations.
- 2.6 No assistance from public funds, and no messing facilities, accommodation or transport overseas shall be provided for dependants or members of the families of the Supplier's representatives. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current Ministry of Defence rates.
- 2.7 The Supplier shall, wherever possible, arrange for funds to be provided to its representatives overseas through normal banking channels (e.g. by travellers' cheques). If banking or other suitable facilities are not available, the Buyer shall, upon request by the Supplier and subject to any limitation required by the Supplier, make arrangements for payments, converted at the prevailing rate of exchange (where applicable), to be made at the Site to which the Supplier's representatives are attached. All such advances made by the Buyer shall be recovered from the Supplier.

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3 DEFCONS and DEFFORMS

- 3.1 The DEFCONS and DEFFORMS listed in Annex 1 to this Schedule are incorporated into this Contract.
- 3.2 In the event of a conflict between any DEFCONS and DEFFORMS listed in the Order Form and the other terms in a Call Off Contract, the DEFCONS and DEFFORMS shall prevail.

ANNEX 1 - DEFCONS & DEFFORMS

The full text of Defence Conditions (DEFCONS) and Defence Forms (DEFFORMS) are available electronically via <https://www.gov.uk/acquisition-operating-framework>.

The following MOD DEFCONS and DEFFORMs form part of this contract:

DEFCONS

| DEFCON | DESCRIPTION | EDITION |
|------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|--------------|
| DEFCON 5J | Unique Identifiers | Edn 18/11/16 |
| DEFCON 501 | Definitions and Interpretations | Edn 07/21 |
| DEFCON 513 | Value Added Tax (VAT) | Edn 07/21 |
| DEFCON 514 | Material Breach | Edn 08/15 |
| DEFCON 515 | Bankruptcy and Insolvency | Edn 06/21 |
| DEFCON 532B | Protection of Personal Data (Where Personal Data is being processed on behalf of the Authority) | Edn 12/22 |
| DEFCON 534 | Sub-Contracting and Prompt Payment | Edn 06/17 |
| DEFCON 550 | Child labour and Employment Law | Edn 02/14 |
| DEFCON 611 | Issued Property | Edn 02/16 |
| Note: For the purposes of this Contract, Clauses 12 and 13 of DEFCON 611 do not apply. All other Clauses remain unaffected. | | |
| DEFCON 660 | Official- Sensitive Security Requirements | Edn 12/15 |
| DEFCON 671 | Plastic Packaging Tax | Edn 10/22 |
| DEFCON 678 | SME Spend Data Collection | Edn 09/19 |
| DEFCON 697 | Contractors On Deployed Operations | Edn 06/21 |

DEFFORMs (Ministry of Defence Forms)

| DEFFORM No | Description | Version |
|-------------|--------------------------------------------|---------|
| DEFFORM 111 | Appendix - Addresses and Other Information | 07/21 |
| DEFFORM 139 | MOD SME Spend Data Collection | 09/19 |
| DEFFORM 532 | Personal Data Particulars | 10/19 |

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Framework Ref: RM6141

Project Version: v1.0

Model Version: v3.0