

Ministry of Defence

**Contract No:
701551754**



Dated 14th May 2021

**THE DELIVERY OF APPRENTICESHIPS TO
THE ROYAL NAVY POLICE , THE ROYAL MILITARY POLICE AND THE
MILITARY PROVOST STAFF**

Contractor:

Babcock International Group

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Ministry of Defence

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701551754**



**THE DELIVERY OF APPRENTICESHIPS TO
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MILITARY PROVOST STAFF**

SCHEDULE 1

STATEMENT OF REQUIREMENT

SCHEDULE 1 – STATEMENT OF REQUIREMENTS

THE PROVISION OF APPRENTICESHIPS TO THE ROYAL NAVY POLICE , THE ROYAL MILITARY POLICE AND THE MILITARY PROVOST STAFF

Introduction

1. The Army offers all new regular recruits the opportunity to undertake an appropriate apprenticeship at the start of their career and, where appropriate, provides further apprenticeships as part of a Whole Life Development (WLD) plan. As a recognised top 100 employer offering apprenticeships, the Army has one of the largest employer-provider apprenticeship programmes in the country, with over 95% of new soldiers inducted onto an apprenticeship programme within their first 3 years of service, and more than 6,500 completing their apprenticeship training each year. In some cases, Service Personnel from the Royal Navy, Royal Marines and Royal Air Force are included as part of the Army Apprenticeship Programme (AAP).
2. Service Providers are contracted to support the Army, as the Employer-Provider, in their administration and delivery of apprenticeships. This contract is for Service Provider (SP) delivery for the programmes outlined in Section 2 of this SOR, for the Royal Navy Police (RNP), the Royal Military Police (RMP) and the Military Provost Staff (MPS). This contract includes support for the delivery of Apprenticeship Standards and, for a short period, those Service Personnel enrolled on Frameworks prior to 1 Aug 20¹.
3. Apprenticeships are an integrated programme of learning comprising on and off the job training provided by the MOD. Apprenticeship Frameworks consist of a competence-based qualification, Functional Skills (FS) (when required), and in some cases a knowledge qualification. Apprenticeship Standards are a holistic statement of the Knowledge, Skills and Behaviours (KSB) required by an industry-recognised competent tradesperson and require an independent End Point Assessment (EPA) and appropriate FS².
4. The SP shall deliver those components of the appropriate apprenticeship not delivered by the uniformed services, for Service Personnel in the RNP, RMP and MPS, in accordance with the regulations laid down by the Institute for Apprenticeships and Technical Education (IfATE) for Standards and Specification of Apprenticeship Standards for England (SASE) for Frameworks. All delivery must be in accordance with current (as periodically amended) AAP Standard Operating Procedures (SOP), Education and Skills Funding Agency (ESFA) guidelines, and Awarding Organisation³ (AO) criteria.

Detailed SOR

5. This SOR comprises two sections:
 - a. Section 1 – General Requirements for Delivery to the Authority.
 - b. Section 2 – Specific Programme Information.

¹ The Advanced Apprenticeship in Policing is a Framework scheme which will be replaced by a Non-Home Office Police Officer Apprenticeship in late 2020. It is anticipated that on 1 Aug 21 there will be soldiers undertaking the framework scheme, having been enrolled prior to the cessation of enrolment on to Frameworks.

² Standards and EPA strategies are subject to periodic review and requirements may change.

³ Awarding Organisations for FS, embedded qualifications and EPAO.

SECTION 1 – GENERAL REQUIREMENTS FOR DELIVERY TO THE AUTHORITY

Requirements for delivery include, but are not limited to:

Ser	Requirement
1.	<p>Governance and Communications:</p> <ul style="list-style-type: none"> a. SP Senior Management shall attend Maxi Management Board meetings. b. The SP Programme Manager and Quality Manager shall attend Mini Management Board meetings. c. The SP shall provide monthly reports to the Capbadge Designated Officer (CBDO) in whichever format is requested/agreed. d. The SP Programme Manager reports directly to the CBDO on all matters concerning programme delivery. e. The SP reports directly to Commercial Branch and SO1 Apprenticeships on all contract matters. The SP shall attend contract review meetings as required by Commercial Branch (usually twice a year) and a “keeping in touch” meeting twice a year with SO1 Apprenticeships. f. SP Management should be prepared to attend additional programme meetings at the request of Pers Pol (A), Ed Branch, Commercial Branch and the Business Service Support (BSS) Contractor as required. g. Support the RMP in communicating better understanding of apprenticeships amongst the military community. h. Recognise the achievement of Service Personnel through supporting the Chain of Command to nominate individuals for awards (Army and national).
2.	<p>Delivery requirements:</p> <ul style="list-style-type: none"> a. Support the Authority in the delivery of legacy Frameworks to achieve timely completions. This includes maintaining Centre Approval status for the apprenticeship qualifications and programmes delivered. b. Support the Authority in the delivery of Standards and enable the Service Person to maintain competency in their knowledge and skills, in preparation for EPA. Maintain Centre Approval status for FS and any qualifications embedded in Apprenticeship Standards being delivered. c. SP delivery must incorporate blended learning and have the flexibility to be delivered remotely. All curriculum planning and delivery must be compliant with Ofsted’s Education Inspection Framework (EIF). d. Deliver those elements of the apprenticeship not delivered through military training to high standards and to the requirement of the apprenticeship Standard. e. Put in place and share with the Authority a business continuity plan to ensure that apprentices can access remote learning and SP staff can continue to operate in the event of business disruption. f. For additional new Standards identified during the tenure of this contract, the SP shall support the mapping of the Standard’s KSB against military training to identify any training gaps. <p>Activities:</p> <ul style="list-style-type: none"> g. Conduct effective initial assessment (KSB and FS) prior to enrolment to ensure that all the documentation is completed and appropriate certification

	<p>requested for prior learning to be accredited and produce a bespoke individual learning plan for each apprentice.</p> <p>h. Develop and deliver an induction programme, to include a brief using the Army slide template provided by the Authority, in order to provide effective Information, Advice and Guidance (IAG).</p> <p>i. Support and develop the Service Person in their understanding and application of reflective practices to enable self-reflection on their progress and development throughout the programme.</p> <p>j. Plan and conduct formative assessments and support/coaching sessions with the Service Person throughout the programme to check knowledge and prepare for Gateway Assessment (GA) and EPA.</p> <p>k. Work with the Chain of Command to identify opportunities for off the job training and evidence accordingly. Support Service Personnel to continue in learning whilst deployed on operations.</p> <p>l. Deliver FS, in accordance with SOP 18, at the appropriate level, following a diagnostic assessment of each Service Person prior to commencement of the apprenticeship, unless exempt though possession of a valid proxy qualification.</p> <p>m. Prepare the Service Person for GA using formative assessment, to include preparation for the relevant aspects of the EPA as identified in the Assessment Plan. This includes but is not limited to portfolio planning, mock tests, practice professional discussions and support for projects.</p> <p>n. Be prepared to provide indicative grades for Service Personnel as they progress through their learning journey towards GA and EPA. Indicative grades should be based on all available evidence, including from formative assessment, and should reflect the Assessment Plan for each Standard so that Service Personnel understand how they are progressing in relation to the requirements of the Standard.</p> <p>o. Coordinate and conduct GA with the Service Person and line manager to confirm readiness for EPA and evidence accordingly.</p> <p>p. In the event of re-sits and re-takes⁴ the SP will be required to work with the line manager to support the Service Person and prepare them for their re-sit/re-take.</p> <p>SP Capability:</p> <p>q. Have recruitment, selection and performance management systems in place to ensure that delivery staff are occupationally competent, experienced and up to date with all aspects of apprenticeship provision.</p> <p>r. Ensure that staff are deployed in alignment with the needs of the contract to ensure that delivery is supported across all locations.</p> <p>s. Provide qualified staff, resources and support to deliver high quality FS for the duration of the Service Person's apprenticeship.</p> <p>t. Ensure that the number of staff (management, data, FS and facilitators/coaches) is sufficient to deliver the requirement. Caseloads must be regularly scrutinised and sustainable, with contingency plans in place to address temporary gapped posts.</p> <p>u. All delivery staff shall be occupationally competent to deliver training in</p>
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⁴ The IFATE distinguishes between re-sits and re-takes as follows: "A re-take involves a need for further learning before an assessment is taken, while a re-sit does not". Where service personnel fail an EPA element, or fail the overall EPA, it is unlikely that a re-sit will take place immediately, as time will be needed to ascertain the reason for failure, decide the appropriate corrective action and confirm that funding is available.

	<p>accordance with the requirements of ESFA and IfATE. SP staff responsible for developing the KSB of the Service Personnel should hold, or be working towards, suitable qualifications (for example teaching, coaching, learning support).</p> <p>v. SP shall ensure that all staff maintain occupational competence through an organisationally supported CPD action plan.</p> <p>w. Have in place clear policies and procedures for all aspects of the delivery of apprenticeships.</p>
3.	<p>Quality Assurance and Continuous Improvement:</p> <p>a. Rigorously Quality Assure (QA) all delivery, learner support and administration detailed in this contract in accordance with SOP 2.</p> <p>b. Assist the Authority in preparations for and execution of ESFA, Ofsted and other external and internal audits and inspections. As required by the Authority, provide all learner records, statistics/reports, financial information or internal/external correspondence relating to this contract.</p> <p>c. Self-assess the SP's areas of provision against Ofsted's EIF and produce a Self Assessment Report (SAR).</p> <p>d. Address any areas for improvement identified during QA or self-assessment in a Quality Improvement Plan (QIP).</p> <p>e. Contribute to the CBDO's SAR report by providing data, participating in stakeholder consultation and judging their own delivery against the appropriate aspects of the EIF.</p> <p>f. Contribute to the programme QIP.</p> <p>g. Provide the Authority with copies of all EQA Provider reports (including any FS malpractice investigations and reports) and Action Plans. Inform the Authority of any quality issues as they arise.</p> <p>h. Submit a Quality Commentary quarterly, or as required by the CBDO or Quality Mentor, and contribute to the CBDO's Performance Commentary.</p> <p>i. Gather feedback from the Service Person whilst on programme and upon completion, including specific feedback required by the Authority. Analyse findings to identify trends and areas for improvement.</p> <p>j. Support the Authority (CBDO and Pers Pol (A)/Ed Branch) in conducting assurance visits to Field Army units.</p> <p>k. Observe SP staff delivery (inductions, FS, reviews, coaching sessions and delivery of new training) and participate in moderation/standardisation with the Quality Mentor as required by the Authority.</p> <p>l. SP Quality Manager shall attend standardisation and good practice sessions/working groups with the BSS Contractor at least twice a year and work with the Quality Mentor to implement improvements identified through the assurance process.</p> <p>m. SP data management team, supported by their Quality Manager, shall attend MAYTAS User Group (MUG) meetings (3-4 per year).</p> <p>n. SP FS leads shall attend Authority led FS CPD at least twice a year.</p>
4.	<p>Apprentice Management, Support and Engagement:</p> <p>a. Maintain communications with apprentices throughout their programme and plan a learning journey tailored to the individual and shared with the Service Person's line manager.</p>

	<p>b. Plan and conduct progress reviews with the Service Person at regular and agreed intervals. Reviews are to include an assessment of progress against the KSB, performance against set and agreed targets and welfare/safeguarding discussions. Periodically coordinate and lead tripartite progress reviews with the Service Person and the employer (line manager and/or their mentor, where a military mentor has been identified) to attend and contribute to progress updates (at least twice a year).</p> <p>c. For Standards, support Gateway and EPA preparation, ensuring the Service Person is competent and is confident in taking all elements of the assessment. The SP will monitor amendments to the Assessment Plan and tailor provision accordingly.</p> <p>d. Noting that there may be differences in terminology between the Services and Industry, the SP will ensure the Service Person is familiar with wider industry terminology.</p> <p>e. Provide support to the Capbadge in all aspects of the apprenticeship including their understanding of the apprenticeship and its component parts to enable the Capbadge to support and mentor their Service Personnel during their apprenticeship.</p> <p>f. Provide feedback from EPA to the Service Person and their line manager and support those that fail any element of the EPA.</p> <p>g. Support the Authority in their appeals process with the EPAO when required.</p> <p>h. Have in place processes to bring welfare, PREVENT and safeguarding issues raised by the Service Person to the attention of the DO.</p> <p>i. Recognise the achievements of Service Personnel by supporting the Chain of Command in nominating individuals for awards (Army and national).</p>
5.	<p>Administration, data handling and compliance:</p> <p>a. Enrol Service Personnel on to the relevant apprenticeship programme. This includes conducting the appropriate checks, completing the documentation in accordance with ESFA regulations and using Authority-provided templates where directed.</p> <p>b. The SP shall use the MAYTAS database provided by the Authority, or such other system as directed by the Authority. The Authority-provided MAYTAS system shall be the sole system for the reconciliation of finance. The SP will provide its own equipment and connectivity for accessing the MAYTAS database.</p> <p>c. Record progress on MAYTAS; ensure all apprenticeship activities required to evidence completion or funding are recorded within MAYTAS and the learner file.</p> <p>d. Complete MAYTAS data entry to create and maintain the complete learner record. At all times use high quality data management procedures to ensure compliance with ESFA and Authority direction. Detailed MIS responsibilities are laid down in SOP 7⁵.</p> <p>e. In accordance with SOP 7, maintain data quality, rectify all data errors and report to the BSS Data Management Team.</p> <p>f. The SP shall adhere to ESFA apprenticeship regulations using Rules for Employer-Providers and conduct their own internal audits to identify and rectify</p>

⁵ SOP 7 Service Provider MIS Responsibilities.

	<p>errors.</p> <p>g. The SP will be subject to an annual financial and ESFA compliance audit⁶ conducted by the BSS contractor.</p> <p>h. For Frameworks and Standards which include externally accredited qualifications, be responsible for the Registration, Examination and Certification of candidates, together with all associated fees for all elements of the apprenticeship.</p> <p>i. For Standards document the Gateway process. This will include signatures from the Service Person, Chain of Command and SP to confirm readiness for EPA.</p> <p>j. The EPAO is contracted separately by the Authority. The SP will be required to liaise with EPAO and CBDO to ensure EPA assessment material is compatible with the military working environment, equipment and language, request practice papers and monitor any amendments to the Assessment Plan. Activities undertaken by the SP include, but are not limited to:</p> <ol style="list-style-type: none"> (1) Register the Service Person for EPA. (2) Book EPA and liaise with EPAO to reschedule if required. (3) Upload all documentation required by the EPAO (e.g. portfolios). (4) Receive feedback from the EPAO and brief the Service Person and their line manager on EPA outcome. (5) Receive certificates and forward to units for presentation to the Service Person, and retain a copy in the learner file. <p>k. Maintain all learner documentation in accordance with IfATE and Authority requirements and make available, on request, all records/processes for data handling audits by the Authority or Information Commissioner's Office.</p> <p>l. Archive learner files in accordance with the Authority's direction.</p> <p>m. Upon achievement of the apprenticeship, update the learner file and manage the distribution of certificates to Field Units.</p> <p>n. The SP shall achieve and maintain Cyber Essentials accreditation. The Authority reserves the right to require the SP to achieve and maintain Cyber Essentials Plus accreditation.</p> <p>o. The SP shall be compliant with requirements of GDPR and the UK DPA 18. All transfer of data between the SP, EPAO, IfATE, LRS, ESFA and the Authority shall be compliant with the data handling requirements of these bodies.</p> <p>p. SP staff that come in to contact with Service Personnel must have the appropriate security clearances and hold an enhanced DBS check. They must meet the requirements of safeguarding regulations and fulfil their obligations in addressing PREVENT matters. The SP will have in place their own complaints policy, that is briefed as part of the enrolment procedure.</p> <p>q. Ensure all delivery is compliant with current Government regulations and adopts national best practice.</p>
6.	<p>Contract End and Transition:</p> <p>a. If taking over a contract, the incoming SP shall attend a transition planning meeting and contribute to the development of the transition plan.</p> <p>b. The incoming SP shall satisfy themselves that all Service Personnel are accounted for, that learner administration files are complete, all apprenticeship evidence (whether hard copy or electronic) has been transferred and funding</p>

⁶ Internal Audit process is laid down in SOP 5 Funding Assurance Review.

	<p>reconciled.</p> <p>c. If handing over a contract, the outgoing SP shall attend a transition planning meeting and contribute to the development of the transition plan.</p> <p>d. The outgoing SP shall make available all learner files and electronic evidence in accordance with the timelines agreed in the transition plan.</p> <p>e. Both incoming and outgoing SP shall sign off, as fully completed, all activities listed in the transition certificate. A senior manager from both SPs, with authority to sign such documents, will sign the final section of the transition certificate.</p>
7.	<p>Compliance with ESFA sub-contracting regulations⁷. The SP must adhere to the following specific regulations laid down in the ESFA funding rules:</p> <p>a. The SP must keep to the ESFA funding rules.</p> <p>b. The SP must provide the Authority with ILR data so that the Army data returns to the ESFA accurately reflect delivery information.</p> <p>c. The SP must give the ESFA, and any other person nominated by the ESFA, access to their premises and to all documents related to the SP's delivery of apprenticeships.</p> <p>d. The SP must give the Authority sufficient evidence to allow the Authority to:</p> <p>(1) Assess the performance of the SP against Ofsted's Education Inspection Framework or the requirements of the QAA quality code.</p> <p>(2) Incorporate the evidence provided by the SP into the Authority's Self-Assessment Report.</p> <p>(3) Guide the judgements and grades within the Authority's Self-Assessment Report.</p> <p>e. The SP must always have suitably qualified staff available to provide apprenticeship training and/or on-programme assessment.</p> <p>f. The SP must co-operate with the Authority to ensure that there is continuity of learning for Service Personnel if the subcontract ends for any reason.</p> <p>g. The SP must inform the Authority if evidence of irregular financial or delivery issues arises. This could include, but is not limited to, non-delivery of training when funds have been paid, sanctions imposed by an awarding organisation, allegations of fraud, an inadequate Ofsted grade, not meeting relevant QAA quality code indicators, allegations or complaints by Service Personnel, employees, staff members or other relevant parties.</p> <p>h. The SP must not use ESFA funding to make bids for, or claims from, any European funding on their own behalf or on behalf of the Authority or ESFA.</p> <p>i. The SP must not use payments made by the ESFA as match funding for ESF projects.</p>

⁷ Apprenticeship Funding Rules for Employer-Providers, August 2020 to July 2021 Version 1 or subsequent amendments.

SECTION 2 – SPECIFIC PROGRAMME INFORMATION – RNP, RMP and MPS REQUIREMENTS

Context

1. The RNP, RMP and MPS conduct the following activity.

- a. The RNP (inclusive of RM Police) and the RMP are their respective services' police forces, Royal Navy and Army. Both support the Service Justice System (SJS) by effectively and independently investigating Service offending. They also provide commanders at all levels with authoritative and specialist Service Police support across the Maritime and Land environment in support of the UK's National Security Objectives.
- b. The MPS fulfils Defences' statutory obligation to provide a safe and secure environment for all persons held in Service custody. This includes all Captured Personnel (CPERS) held in detention during the course of UK military operations, as well as Persons Subject to Service Law (PSSL) and Civilians Subject to Service Discipline (CSSD).

Governance

2. For this contract the lead officer is the AH Military Police (MP) based at Headquarters Provost Marshal (Army), Andover. The AH MP chairs the strategic level Maxi management board twice a year. The AH MP delegates the day-to-day management of the apprenticeship programme to the SO2 Training, who carries out the duties of the capbadge DO and also represents the RNP and MPS.

Demographics Information

3. Any information given below on demographics for this requirement is based upon the current forecasts of recruitment. Future recruitment, occupancy, levels of suspension and achievement levels cannot be guaranteed by the Authority and any data provided below in respect of these aspects is strictly indicative only.
4. There is no guaranteed infrastructure or government furnished assets provided by the Authority. Regular access to office space and internet is at the discretion of each loca unit.
5. The leaner cohort trade employment standards for RNP, RMP and MPS are GCSE grade 4 for both English and Maths and thise equates to Functional Skills Level 2 for those subjects. This entry level does not apply to the RM Police and as such some learners may need to achieve FS2 in order to complete their apprenticeship. Current FS rates are approximately 6 learners per annum.

Summary of Programmes

5/6. The table below provides a summary of the specific programmes that form this SOR.

Ser	Standard (a)	Level (b)	Est Annual enrolments (c)	Capbadge	Annex (e)
1	Non Home Office Police Officer	4	129	RMP	A
2	Custody and Detention Officer	3	20	RMP	B
	Framework (a)	Level (b)			
3	Advanced Apprenticeship in Policing	3	150 (Legacy)	RMP	C

Annexes A – C provide details of the requirement.

- A. Non Home Office Police Officer – Level 4 Standard
- B. Custody And Detention Officer – Level 3 Standard
- C. Advanced Apprenticeship in Policing – Level 3 Framework
- D. Glossary

Annex A to RMP SOR Schedule 1

NON HOME OFFICE POLICE OFFICER – Level 4 (Standard 0764)

Target Audience Description	Off-the-Job training ⁸	Predominant ⁹ On-the-Job locations
<p>Enrolment: The RNP(incl RM Police) and RMP personnel enroled on this apprenticeship programme are a mix of those new to military service and those who have previous military service in a different part of the organisation prior to transferring to a police trade. On successful completion of ITT the individual will hold the rank of LCpl in the RMP and RM Police and LH(Police) in the RNP.</p> <p>The Non Home Office Police Apprenticeship (NHOPO) (Level 4) will be implemented in late 2020. At the time of producing this SOR the programme is in development and an update will be provided at the bidders' conference. The NHOPO will be undertaken by RMP and RNP(incl RM Police) new joiners.</p> <p>Enrolment takes place during Initial Trade Training (ITT) at week one of the course, at DSPG.</p> <p>The SP will be required to deliver the group induction jointly with the military instructor and will have individual access to the service person until they arrive at their unit. The SP will be provided with office space during the ITT and will have access to the service person</p> <p>129 starts per year expected. Expected length of stay 24 months</p>	<p>Off the job training is met by Mil trg 100% for RMP, RNP and RM Police</p> <p>ITT: DSPG Duration: RNP (14 weeks) RMP (22 weeks) RM Police (22 weeks)</p>	<p>a. RMP: Leuchars, Sennelager, Catterick,Donnington, Lisburn,Wiltshire, Hampshire, Essex, Episkopi</p> <p>b. RNP (incl RM Police): HMNB Clyde, Argyll & Bute,HMNB Portsmouth,HMNB Devonport, Plymouth, CTCRM Devon</p>

Annex B to RMP SOR Schedule 1

CUSTODY AND DETENTION OFFICER – LEVEL 3 (STANDARD 0386)

Target Audience Description	Off-the-Job training ¹⁰	Predominant ¹¹ On-the-Job locations
<p>Enrolment: The custody and Detention Officer Apprenticeship will be undertaken by MPS new joiners with enrolment taking place during the ITT.</p> <p>Ideally the first learners would enrol on to the scheme in the spring of 2021, however, this may not take place until post re-let of the SP contract.</p> <p>The annual recruitment for MPS is circa 20 soldiers.</p> <p>Expected length of stay of 12 to 18 months</p> <p>For successful completion of this scheme the learner must achieve FS2. The entry standard for the MPS is FS2 therefore the SP will not be required to deliver this qualification.</p>	<p>Off-the-Job trg met by Mil trg: 100% Course: ITT/ MTC Colchester Duration: 110 days</p> <p>Off-the-Job trg requirement to be met by SP¹²: 0%</p>	<p>Service Custody Facility (SCF) Scotland, Edinburgh, Fife, Scotland</p> <p>Service Custody Facility (SCF) North, Catterick, N Yorks, England</p> <p>Service Custody Facility (SCF) Northern Ireland, Aldergrove, N Ireland</p> <p>Service Custody Facility (SCF) Midlands and Wales, Stafford, Staffordshire, England</p> <p>Service Custody Facility (SCF) South, Bulford, Wiltshire, England</p> <p>Military Corrective Training Centre (MCTC), Colchester, Essex, England</p>

¹² Refers to specific off-the-job training required to meet Standard. There will be a requirement continual mentoring, evidence gathering, coaching, etc as described in the main body.

Annex C to RMP SOR
Schedule 1**ADVANCED APPRENTICESHIP IN POLICING – LEVEL 3 (Framework)**

Target Audience Description	Framework composition and FS	Off-the-Job training ¹³	Predominant ¹⁴ On-the-Job locations
<p>Advanced Apprenticeship in Policing is the legacy Framework programme. The scheme is undertaken by RNP (incl RM Police) and RMP new joiners and enrolment took place during Initial Trade Training (ITT), at the Defence School of Policing and Guarding (DSPG), MoD Southwick Park, Fareham. The total apprenticeship starts during AY 2019/20 was 98.</p> <p>At the time of contract re-let it is estimated that circa 150 learners may still be on Framework with final learners completing in late 2022.</p>	<p>Diploma in Policing Level 3 BTEC Diploma in Knowledge of Policing (QCF) Level 3 Functional Skills qualification in English Level 2 Functional Skills qualification in maths Level 2</p>	<p>Off-the-Job trg met by Mil trg: 100% Course: ITT DSPG Duration: 110 days</p> <p>On contract renewal all of the military-delivered off-the-job training will have been completed, as it is delivered at the start of the apprenticeship length of stay.</p> <p>SP will identify additional training requirements from existing individual learner plans.</p>	<p>RMP Leuchers, Sennelager, Catterick, Donnington, Lisburn Wiltshire, Hampshire, Episkopi, Cyprus</p> <p>RNP (incl RM Police): HMNB Clyde, Argyll & Bute, HMNB Portsmouth, HMNB Devonport, Plymouth, CTCRM Devon</p>

¹³ There may be additional Subsequent Trade Training events that can provide evidence for completion of the portfolio.

¹⁴ Reality will include much time away on exercise, on operations, on additional residential training events, and other taskings as operational imperative dictates.

Annex Cto RMP SOR
Schedule 1

Summary of Apprenticeship Delivery

ENCLOSURE 1 – GLOSSARY

Abbreviation	Meaning	Remarks
AAP	Army Apprenticeship Programme	Managed by the AAP Team in Pers Pol (A).
ACA&I	Army Competent Advisor and Inspectorate	
AH	Assistant Head	
APSG	Army Personnel Services Group	Part of the Army's 3* Home Command.
CBDO	Capbadge Designated Officer	Responsible for the Capbadge Apprenticeship programme, on behalf of the Regimental or Corps Colonel.
D&I	Diversity and Inclusion	
DIA	Defence Internal Audit	
DPA 18	Data Protection Act 2018	UK legislation.
DSAT	Defence Systems Approach to Training	Explained in JSP 822.
Ed Branch	Education Branch	Part of the APSG. Responsible for delivery of Apprenticeships across the Field Army.
EPA	End-Point Assessment	
EPAO	End-Point Assessment Organisation	
EQA	External Quality Assurance	
ESFA	Education and Skills Funding Agency	
GDPR	General Data Protection Regulation	A European Union regulation, currently incorporated into UK law.
H&S	Health and Safety	
ICE	Instructions for Conducting Examinations	
IfATE	Institute for Apprenticeships and Technical Education	
ILR	Individual Learner Record	
ITT	Initial Trade Training	Formerly know as Phase 2 Training.
JCQ	Joint Council for Qualifications	
JSP 822	Joint Service Publication 822	Defence Direction and Guidance for Training and Education (including DSAT).
L&D	Learning and Development	One of the Pillars in Pers Pol (A). Responsible for apprenticeship strategy and policy.
LRS	Learner Record System	

MPS	Military Provost Staff	Deliver Custody and Detention activity for the Army.
NAO	National Audit Office	
Ofsted	Office for Standards in Education	
Pers Pol (A)	Personnel Policy (Army)	A 1* Branch of the the Army's Personnel Directorate. Part of Army HQ in Andover.
PREVENT	PREVENT is part of the UK's Counter Terrorism Strategy.	Safeguarding and supporting those vulnerable to radicalisation, and preventing them from becoming terrorists or supporting terrorism.
PM(A)	Provost Marshal (Army)	Army lead for delivering Military Police activity.
POC	Point of Contact	
QAA	Quality Assurance Agency for Higher Education	
RM Police	Royal Marine Police	
RMP	Royal Military Police	
RNP	Royal Navy Police	
RoEPAO	Register of End-Point Assessment Organisations	
ROR	Requirements of Response	
SO1	Staff Officer Grade 1	A managerial appointment within the MOD. For Army personnel this is a Lieutenant Colonel, for civil servants a C1 grade.
SO2	Staff Officer Grade	A managerial appointment within the MOD. For Army personnel this is a Major, for civil servants a C2 grade.
SOP	Standard Operating Procedure	
SOR	Statement of Requirement	
SP	Service Provider	The SP is the Army's contracted Apprenticeship training provider.
STT	Subsequent Trade Training	Formerly know as Phase 3 Training.

Ministry of Defence

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SCHEDULE 2

PRICE

Pricing – Part 1

1. SCHEDULE OF REQUIREMENTS

Name and Address of Bidder Babcock International Group 33 Wigmore Street London W1U 1QX	MINISTRY OF DEFENCE	Contract No 701551754
	THE DELIVERY OF APPRENTICESHIPS TO THE ROYAL NAVY POLICE , THE ROYAL MILITARY POLICE AND THE MILITARY PROVOST STAFF	
Issued With Contract documentation	On 14/05/2021	Previous Contract No ARMYHQ2/00040

Requirements – STANDARDS APPRENTICESHIPS

Item Number	Description	Notes to Supplier	Price £ (ex-VAT)
1	Non Home Office Police Officer	Price per student	(Redacted – Pricing Information)
2	Custody and Detention Officer	Price per student	(Redacted – Pricing Information)

Pricing - Part 2

Apprenticeship Detailed Costs for Standards Delivery

General:

G1. This form should capture all the costs associated with the delivery of apprenticeship standards. When completing the form, ESFA guidelines on Allowable Costs should be consulted for information on which costs are allowable.

Table 1 – Firm Overhead Costs:

T1. Programme wide costs that cannot be directly attributable to the delivery of individual apprenticeship standards. These costs should be attributable to this Army contract and should not include any firm overhead costs attributable against any other delivery contracts or programmes whether delivered to the Army or any other customer. The costs detailed should be actual costs, excluding VAT.

Table 1 – Firm Overhead Costs:

Serial	Item – description of costs	Cost (£) (Exl VAT)
1.	Senior Management Costs	(Redacted – Pricing Information)
2.	Administration Office (personnel)	(Redacted – Pricing Information)
3.	Other Administration Office costs	(Redacted – Pricing Information)
4.	TUPE cost	(Redacted – Pricing Information)
5.	Total Costs not directly attributable to individual delivery	(Redacted – Pricing Information)

Table 2 – Allocation of Firm Overhead Costs to Programmes:

Serial	Standard	Cost (£) (Exl VAT)	No Individuals on programme	Overhead per individual programme (£)
1.	Non Home Office Police Officer (ST0764)	(Redacted – Pricing Information)	129	(Redacted – Pricing Information)
2.	Custody and Detention Officer (ST0386)	(Redacted – Pricing Information)	20	(Redacted – Pricing Information)
3.	Total Costs not directly attributable to individual delivery	(Redacted – Pricing Information)		(Redacted – Pricing Information)

Table 3 – Firm Direct Delivery Costs for Standards:

T3. The costs detailed in Table 3 should be shown as actual costs per individual apprenticeship standard. These costs will depend on the length and complexity of the standard and the proportion of direct Army delivery.

Table 3 – Firm Direct Delivery Costs – Standards:

Table 3a	Standard: Non Home Office Police Officer (ST0764)	Unit Cost (£) (Ex VAT)	Number of units per individual Standard	Total cost per individual Standard (£ Ex VAT)
Serial	Item – description of costs			
1.	Review /mentoring Costs (Cost per review/mentoring session). For standards with mandatory qualifications embedded,	(Redacted – Pricing Information)	129	(Redacted – Pricing Information)

	<p>reviews are to be every 6 weeks alternating between review/mentoring and the mandatory qualification acquisition sessions. For apprenticeships with no qualification, reviews are to be every 10 weeks. Reviews are to be at least 50% face to face. Face to face can include the use of Zoom or other video-based sessions, however outside COVID restrictions some physical face to face sessions will be expected.</p> <p>With no mandatory qualifications – Number of reviews to be conducted in total if no mandatory qualifications are embedded within the standard ie every 10 weeks.</p>			
2.	EPA preparation including mock knowledge tests, professional discussion etc	(Redacted – Pricing Information)	129	(Redacted – Pricing Information)
3.	Gateway Review.	(Redacted – Pricing Information)	129	(Redacted – Pricing Information)
4.	Travel & Subsistence (total per individual).	(Redacted – Pricing Information)	129	(Redacted – Pricing Information)
5.	Learning Resources.	(Redacted – Pricing Information)	129	(Redacted – Pricing Information)
6.	Additional Cost 1 – MIS & admin end to end, to include facilitation of EPA delivery.	(Redacted – Pricing Information)	129	(Redacted – Pricing Information)
7.	Additional Cost 2 – Delivery of any training gap for Apprenticeship KSB not included in military training.	(Redacted – Pricing Information)	129	(Redacted – Pricing Information)
8.	Additional Cost 3 – Registration/Certification of any embedded qualifications (not to include certification/registration of FS)	(Redacted – Pricing Information)	129	(Redacted – Pricing Information)

9.	Quality Assurance	(Redacted – Pricing Information)	129	(Redacted – Pricing Information)
10.	Total direct delivery cost per individual (rows 1 to 7).	(Redacted – Pricing Information)		(Redacted – Pricing Information)
11.	Add fixed overhead cost per individual (Table 2 Column 5).	(Redacted – Pricing Information)	129	(Redacted – Pricing Information)
12.	Profit rate and % (To be calculated as a mark up)	(Redacted – Pricing Information)	129	(Redacted – Pricing Information)
13.	Total cost per individual.	(Redacted – Pricing Information)		(Redacted – Pricing Information)

Table 3b	Standard: Custody and Detention Officer (ST0386)	Unit Cost (£) (Ex VAT)	Number of units per individual Standard	Total cost per individual Standard (£ Ex VAT)
Serial	Item – description of costs			
1.	Review /mentoring Costs (Cost per review/mentoring session). For standards with mandatory qualifications embedded, reviews are to be every 6 weeks alternating between review/mentoring and the mandatory qualification acquisition sessions. For apprenticeships with no qualification, reviews are to be every 10	(Redacted – Pricing Information)	20	(Redacted – Pricing Information)

	<p>weeks. Reviews are to be at least 50% face to face. Face to face can include the use of Zoom or other video-based sessions, however outside COVID restrictions some physical face to face sessions will be expected.</p> <p>With no mandatory qualifications – Number of reviews to be conducted in total if no mandatory qualifications are embedded within the standard ie every 10 weeks.</p>			
2.	EPA preparation including mock knowledge tests, professional discussion etc	(Redacted – Pricing Information)	20	(Redacted – Pricing Information)
3.	Gateway Review.	(Redacted – Pricing Information)	20	(Redacted – Pricing Information)
4.	Travel & Subsistence (total per individual).	(Redacted – Pricing Information)	20	(Redacted – Pricing Information)
5.	Learning Resources.	(Redacted – Pricing Information)	20	(Redacted – Pricing Information)
6.	Additional Cost 1 – MIS & admin end to end, to include facilitation of EPA delivery.	(Redacted – Pricing Information)	20	(Redacted – Pricing Information)
7.	Additional Cost 2 – Delivery of any training gap for Apprenticeship KSB not included in military training.	(Redacted – Pricing Information)	20	(Redacted – Pricing Information)
8.	Additional Cost 3 – Registration/Certification of any embedded qualifications (not to include certification/registration of FS)	(Redacted – Pricing Information)	20	(Redacted – Pricing Information)
9.	Quality Assurance	(Redacted – Pricing Information)	20	(Redacted – Pricing Information)
10.	Total direct delivery cost per individual (rows 1 to 7).	(Redacted – Pricing		(Redacted – Pricing

		Information)		Information)
11.	Add fixed overhead cost per individual (Table 2 Column 5).	(Redacted – Pricing Information)	20	(Redacted – Pricing Information)
12.	Profit rate and % (To be calculated as a mark up)	(Redacted – Pricing Information)	20	(Redacted – Pricing Information)
13.	Total cost per individual.	(Redacted – Pricing Information)		(Redacted – Pricing Information)

Table 4 – Overall Price Per Year

T4. Costs entered in to Table 4 should reflect the total price per year and the total contract value.

	Year 1	Year 2	Year 3	Year 4	Total
Average In Learning Vol - New Start per SOR	87	223	274	274	
Average annual rate	(Redacted – Pricing Information)	(Redacted – Pricing Information)	(Redacted – Pricing Information)	(Redacted – Pricing Information)	
New starts only - exclude Carry In & Functional Skills	(Redacted – Pricing Information)	(Redacted – Pricing Information)	(Redacted – Pricing Information)	(Redacted – Pricing Information)	£1,404,395
New starts + Carry In + Functional Skills	(Redacted – Pricing Information)	(Redacted – Pricing Information)	(Redacted – Pricing Information)	(Redacted – Pricing Information)	(Redacted – Pricing Information)
Weighted Average standard annual rate (excludes 20% completion payment)	(Redacted – Pricing Information)				
Weighted Average standard annual rate (includes 20% completion payment)	(Redacted – Pricing Information)				

Ministry of Defence

**Contract No:
701551754**



**THE DELIVERY OF APPRENTICESHIPS TO
THE ROYAL NAVY POLICE , THE ROYAL MILITARY POLICE AND
THE MILITARY PROVOST STAFF**

SCHEDULE 3

TERMS AND CONDITIONS

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TERMS & CONDITIONS OF CONTRACT

GENERAL CONDITIONS

1. DEFENCE CONTRACT CONDITIONS (DEFCONs)

The following DEFCONs in respect of general and other matters shall apply:-

DEFCON 5J (Edn 18/11/16)	Unique Identifiers (Clause 4 is not applicable)
DEFCON 76 (Edn 12/06)	Contractor's Personnel at Government Establishments ¹⁵
DEFCON 90 (Edn 11/06)	Copyright
DEFCON 129J (Edn 18/11/16)	The Use of The Electronic Business Delivery Form
DEFCON 501 (Edn 11/17)	Definitions and Interpretations
DEFCON 502 (Edn 05/17)	Specifications Changes
DEFCON 503 (Edn 12/14)	Formal Amendments to Contract
DEFCON 507 (Edn 10/18)	Delivery
DEFCON 513 (Edn 11/16)	Value Added Tax
DEFCON 514 (Edn 08/15)	Material Breach
DEFCON 515 (Edn 02/17)	Bankruptcy and Insolvency
DEFCON 516 (Edn 04/12)	Equality
DEFCON 518 (Edn 02/17)	Transfer
DEFCON 520 (Edn 05/18)	Corrupt Gifts and Payments of Commission
DEFCON 522 (Edn 11/17)	Payment and Recovery of Sums Due
DEFCON 524 (Edn 02/20)	Rejection
DEFCON 526 (Edn 08/02)	Notices
DEFCON 527 (Edn 09/97)	Waiver
DEFCON 529 (Edn 09/97)	Law (English)
DEFCON 530 (Edn 12/14)	Dispute Resolution (English Law)
DEFCON 531 (Edn 11/14)	Disclosure of Information

¹⁵ The total liability of the Service Provider in respect of damage to Government property is unlimited – Clause 3 & 4 on this DEFCON refer.

DEFCON 532B (Edn 04/20) Protection of Personal Data (Where Personal Data is being processed on behalf of the Authority)

*DEFCON 534 (Edn 06/17)	Subcontracting and Prompt Payment
DEFCON 537 (Edn 06/02)	Rights of Third Parties
DEFCON 538 (Edn 06/02)	Severability
DEFCON 539 (Edn 08/13)	Transparency
DEFCON 550 (Edn 02/14)	Child Labour & Employment Law
DEFCON 566 (Edn 10/20)	Change of Control of Contractor
DEFCON 602B (Edn 12/06)	Quality Assurance (without Deliverable Quality Plan)
DEFCON 604 (Edn 06/14)	Progress Reports
DEFCON 608 (Edn 10/14)	Access and Facilities to be Provided by the Contractor
DEFCON 609 (Edn 08/18)	Contractor's Records
DEFCON 620 (Edn 05/17)	Contract Change Control Procedure
DEFCON 625 (Edn 10/98)	Co-Operation on Expiry of Contract
DEFCON 632 (Edn 08/12)	Third Party Intellectual Property – Rights and Restrictions
DEFCON 642 (Edn 06/14)	Progress Meetings
DEFCON 643 (Edn 12/14)	Price Fixing (Non-qualifying Contracts)
DEFCON 656A (Edn 08/16)	Termination for Convenience under £5M
DEFCON 658 (Edn 10/17)	Cyber
DEFCON 670 (Edn 02/17)	Tax Compliance ¹⁶
DEFCON 674 (Edn 09/19)	Advertising Subcontracts (Public Contract Regulations 2015 Only)
DEFCON 678 (Edn 09/19)	SME Spend Data Collection
DEFCON 694 (Edn 07/18)	Accounting for Property of The Authority

DEFENCE FORMS (DEFFORMs)

DEFFORM 111 (Edn 12/17)	Appendix – Addresses and Other Information
DEFFORM129J (Edn 09/17)	The Use of the Electronic Business Delivery Form
DEFFORM 532 (Edn 05/18)	Personal Data Particulars

¹⁶ DEFCONs applicable to Contracts with estimated value exceeding £5M.

For copies of DEFCONs/DEFFORMs refer to 'Note' on the DEFFORM 111 attached to Schedule 3 (Ts&Cs).

SPECIAL CONDITIONS

2. NOTES & FURTHER DEFINITIONS

2.1 For the purposes of Condition 1 and in addition to the provisions of DEFCON 501 (refer to Condition 1):

2.1.1 where appropriate to the work to be performed under the Contract, in the Standard Conditions and the DEFCONs, references to "Article" and "Articles" shall be read as meaning "Service" and "Services" and all other terms shall generally be interpreted in the context of the delivery of such a Service or Services as opposed to the delivery of goods of the Contractor's manufacture;

2.1.2 in the DEFCONs, any references to the "Project Manager", "Project Desk Officer", "Quality Assurance Manager" and the like shall be interpreted as being a reference to the Authority's "Designated Officer" as defined at sub-clause 2.1.22 of this Condition and identified in Box 2 of the DEFFORM 111 to Schedule 3 (Ts&Cs);

2.1.3 in the DEFCONs, any references to "Contractor" shall be interpreted as being reference to the "Service Provider";

2.1.4 'Appointed End Point Assessor' means an organisation that must be on the ESFA's Register of Apprentice Assessment Organisations and has been appointed by the Authority, to undertake the End Point Assessments;

2.1.5 'Apprenticeship Frameworks' are multi-occupational apprenticeships with an integrated programme of learning comprising of a Qualification Curriculum Framework (QCF) /National Vocational (NVQ) or Diploma, Functional Skills, Employer Rights and Responsibilities (ERR) and, where required, a Technical Certificate or Diploma and is compliant with the

Specifications of Apprenticeships Standards for England (SASE).
Frameworks are in the process of being phased out and replaced by
Apprenticeship Standards;

2.1.6 'Apprenticeship Standards' are endorsed by the Institute for Apprenticeships (an executive non-departmental public body, sponsored by the Department for Education) and comprise of initial assessment, on-programme training and learning (including Functional Skills), Gateway assessment and End-Point Assessment. Standards are tailored to each individual profession, designed by employers and include an Assessment Plan and assessments and grading of behaviours. Apprenticeship Standards are replacing Apprenticeship Frameworks;

2.1.7 'Army Apprenticeship Programme' shall mean the Army managed apprenticeship programme in which all Education Skills Funding Agency (ESFA) and Apprenticeship Levy funded apprenticeship provision is delivered under the Single Army Contract (SAC);

2.1.8 'Army Apprenticeship Standard Operating Procedure (SOPs)' shall mean the working instructions produced, and amended as necessary, by the Authority, and which set out the policies and procedures to be followed in respect of Army Apprenticeships. A list of extant SOPs is attached at Schedule 3 (Ts&Cs), Annex A. All SOPs can be obtained by request from the Army's Individual Development (I Dev) Branch.

2.1.9 'The Authority'. In addition to the definition set out in DEFCON 501, the Authority is an employer-provider of apprenticeships and an ESFA contractor;

2.1.10 the 'Authority's Representative', means the Designated Officer as defined at sub-clause 2.1.22 or such other nominated individual who may be appointed by the Authority in accordance with the provisions of the Contract;

2.1.11 Awarding Body or 'Awarding Organisation' means the body nominated by the Service Provider, and approved by the Authority, to undertake external

verification of the qualifications attained by the Learners and to provide external test papers and certification where necessary;

2.1.12 the 'Authority's Commercial Desk Officer' means the individual/post identified in Box 1 of the DEFFORM 111 Appendix to Schedule 3 (Ts&Cs);

2.1.13 The 'Bill Paying Authority' means the Bill paying Authority whose name and address is given in Box 11 of the DEFFORM 111 to the Contract;

2.1.14 'Conditions' means the Terms and Conditions (Ts&Cs) set out in this schedule;

2.1.15 'Confidential Information' means all information (including data in electronic form, computer programs, designs, plans, drawings, analyses, studies and other documents or material) designated as such by either Party in writing together with all such other information of a technical, commercial or financial nature received from a Party to this Contract, its agents, servants, employees, representatives or advisors (including, without limitation, any and all documents and information supplied in the course of proceedings under Schedule 4 - Dispute Resolution Procedure);

2.1.16 'Consents' means permission and agreement to conduct an activity or make changes to procedure.

2.1.17 'Contract Award Date' means the day on which Contract Award is confirmed, which shall be 10 days after the standstill period commences following notification of award decision, or 14 days after the completion of any legal challenge;

2.1.18 'Contract Implementation Date' means the day upon which the Service Provider assumes responsibility for the provision of all of the Services required in Schedule 1 - Statement of Requirement (SOR);

2.1.19 'Contract Price' for the purposes of the definition set out in DEFCON 501 means the amount set out in Schedule 2 – Pricing;

2.1.20 'Day(s)' means 'working day(s) unless specifically expressed as calendar day(s);

2.1.21 'Delivery Subcontractor' means any organisation contracted through an employer-provider to deliver the apprenticeship, English or maths or planned on-programme assessment. The Service Provider of this Contract is the ESFA's service delivery subcontractor;

2.1.22 "Designated Officer" is the principal Representative of the Authority appointed to monitor the Service Provider's performance in respect of the Contract and to certify receipt of satisfactory performance. The Authority's Designated Officer may, at his sole discretion and by notice to the Service Provider, delegate certain functions to other Representatives of the Authority. The address of the Designated Officer is contained in Box 2 of the DEFFORM 111 to the Contract;

2.1.23 'DfE Funding Band' shall mean the maximum capped funding band against which each apprenticeship is allocated by the DfE. Additional information on the DfE

Funding Bands can be found at:

<https://www.gov.uk/government/publications/apprenticeship-funding-bands>

2.1.24 'Education and Skills Funding Agency (ESFA)' is an executive agency of the Department for Education. The Secretary of State for Education, via the ESFA, sets the rules and guidance for apprenticeships. The Authority is an ESFA contractor;

2.1.25 'Employer-Provider' means any organisation that delivers some, or all, of the training element of an apprenticeship to their own staff and holds a contract with the ESFA. The Authority is an employer-provider and thus an ESFA contractor;

2.1.26 'End-Point Assessment' (EPA) is a holistic and independent assessment of the knowledge, skills and behaviours of the Learner which have been learnt throughout an Apprenticeship Standard;

2.1.27 'Functional Skills' means the applied practical skills in English, maths and, if required, ICT;

2.1.28 'Gateway Assessment' or 'Gateway Requirements' means the requirements set out in the Assessment Plan that must be met by the apprentice prior to undertaking EPA of the Apprenticeship Standard;

2.1.29 'Good Industry Practice' means the exercise of such degree of skill, diligence, prudence and foresight as would reasonably and ordinarily be expected from a skilled and experienced person, seeking to comply with its contractual obligations and seeking to avoid liability arising under any duty of care that might reasonably apply to, or to be expected, from that person complying with all applicable laws and engaged in the same type of undertaking and under the same or similar circumstances and conditions as the Service Provider;

2.1.30 'Individualised Learner Record (ILR)' means the primary data collection requested from learner providers for further education and work-based learning in England. Data is used by ESFA/Government to monitor policy implementation and the performance of the sector;

2.1.31 'Learners' shall mean all individuals registered on the ESFA funded or apprentice levy funded programmes supported by this Contract;

2.1.32 'L&D' means the Authority's Learning & Development Branch which is responsible for the management and oversight of the Army Apprenticeship programme;

2.1.33 'Management Information' means any information acquired or generated by the Service Provider for the purpose of managing the Contract which may be provided to the Authority and/or the ESFA during the term of the Contract;

2.1.34 'Maxi-Board' shall mean the Committee set up by the Arm or Service for the purpose of managing the apprenticeship delivery within that Arm or Service;

2.1.35 'Ofsted' means the Office for Standards in Education, Children's Services and Skills;

2.1.36 'Parties' means the Service Provider and the Authority, and Party shall be construed accordingly;

2.1.37 'Personal Data' means personal information and data relating to a specific individual who can be identified by such information and data;

2.1.38 'Planned End Date' means date entered onto the individualised learner record (ILR) when the learner is expected to complete their learning;

2.1.39 'Re-competition' means where the Authority re-competes its requirement for either the whole or part of the Services or their replacement or equivalent;

2.1.40 'Register of Apprenticeship Training Providers' (RoATP) means the Register held by the ESFA of Training Providers who have passed tests on due diligence, financial health and tests of quality, capacity and capability. Service Providers must be registered on the RoATP throughout the duration of the Contract;

2.1.41 'Register of Apprentice Assessments Organisations' means the Register held by the ESFA of organisations that the employer-provider can contract with for the delivery of End-Point Assessments;

2.1.42 'Replacement Contract' means any contract entered into by the Authority with a Successor Service Provider for the provision of some or all of the Services;

2.1.43 'Service Provider' means the organisation who, under this Contract, undertakes to provide the Contract deliverables detailed in Schedule 1 (SOR). The Service Provider is the service delivery subcontractor of the ESFA.

2.1.44 'Service Provider's Representative' means a person or persons employed by the Service Provider in connection with the provisions of the deliverables and in connection with this Contract;

2.1.45 'Services' means the services which are to be provided by the Service Provider throughout the Contract term in accordance with the terms of this Contract and Schedule 1 (SOR);

2.1.46 'Single Army Contract (SAC)' shall mean the Army arrangement to draw funding directly from the ESFA or the Employer Levy Account for Apprenticeships and Functional Skills;

2.1.47 'Start of Learning' means the date on which learning begins and not the date of enrolment, induction, diagnostic assessment or prior assessment to be part of learning;

2.1.48 'Statement of Requirements (SOR)' means the Services specified in Schedule 1 (SOR) which are to be performed by the Service Provider and the minimum standards to be achieved;

2.1.49 'Sub-Contractor' means a legal entity that has a contractual relationship with the Authority to deliver apprenticeship training – also known as the Service Provider (see clause 2.1.42);

2.1.50 'Transition' means the period between the Contract Award Date and the Contract Implementation Date;

3. NOTICES

3.1 For the purposes of DEFCON 526 (Notices), any notice given under or pursuant to the Contract shall be sent or transmitted to the addresses of the parties to the Contract at sub-Clauses 3.1.1 and 3.1.2:

3.1.1 Authority Commercial Desk Officer Address:

Army Commercial Branch
IDL 437, Zone 8, 2nd Floor, Ramillies Building,

Army HQ, Marlborough Lines, Monxton Road, ANDOVER,
Hampshire SP11 8HJ

Email: Thomas.Wherry100@mod.gov.uk

3.1.2 Service Provider Address:

TBC - details to be inserted on Contract Award.

4. ENTIRE AGREEMENT

4.1 The 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.

4.2 The Service Provider's Technical Submission filed in response to the Authority's Requirement of Response will be inserted in Schedule 8 to this Contract and its content therefore enforceable as part of the entire agreement.

5. ESFA COMPLIANCE

5.1 Both Parties shall fully comply with all ESFA funding rules and policies, as updated from time-to-time.

6. DURATION

6.1 Without prejudice to any other term or condition of the Contract and subject at all times to the continued availability of ESFA Funding / Apprenticeship Levy funding, the duration of Contract in accordance with Schedule 2 (Pricing) shall be 4 years. The Contract Implementation date shall be 01 August 2021. Subject to the termination provisions of the Contract, the Contract duration shall be from 01 August 2021 to 31 July 2025 inclusive.

7. SUB CONTRACTING

7.1 The Service Provider shall not sub-contract any part of the apprenticeship training delivery, or on-programme assessment.

7.2 The Service Provider may, with the express prior agreement of the Authority's Commercial Desk Officer, sub-contract administrative support activities.

8. LEGAL AND STATUTORY RESPONSIBILITIES

8.1 Whilst attention is drawn herein and in the SOR to specific legislation, it shall be the sole responsibility of the Service Provider to ensure that he complies with all legal requirements and statutory instruments and any local by-laws, as appropriate to the nature of the services being provided in so far as such legal requirements, statutory instruments and by-laws are applicable to the geographic areas where the Contract is being performed.

9. CHANGES IN LAW

9.1 Changes to statutory legislation shall be dealt with on a case-by-case basis.

9.2 The Service Provider shall not be relieved of its obligations to supply the Services in accordance with the terms of this contract as the result of a Specific Change in Law provided always that the costs of complying with the Specific Change in Law which cannot clearly be anticipated as at the Effective Date shall be agreed pursuant to the DEFCON 620 (Contract Change Control Procedure).

9.3 Without prejudice to the rest of this Condition, the Service Provider shall use all reasonable endeavours to minimise any disruption caused by any Specific Change in Law.

9.4 For the purpose of this Condition:

9.4.1 Specific Change in Law shall include the transition programme directed by the Department for Education (DfE) for the delivery of apprenticeships to migrate progressively from a "frameworks-based" approach to a "standards-based" approach to delivery. Further information on the DfE apprenticeship reforms, including the move from frameworks to standards can be found in the HM Government publication - English Apprenticeships: Our 2020 Vision:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/482754/BIS-15-604-english-apprenticeships-our-2020-vision.pdf

10. RELATIONSHIPS BETWEEN THE PARTIES

10.1 Nothing in the Contract shall be construed as creating a partnership, a contract of employment or a relationship of principal and agent between the Authority and the Service Provider.

10.2 The Service Provider will be treated as an independent Service Provider and will be responsible for all taxation, National Insurance contributions and similar liabilities arising in relation to the fees payable for the work.

10.3 The Service Provider shall not place or cause to be placed any orders with suppliers or incur liabilities in the name of the Authority or any representative of the Authority.

10.4 The Authority shall not have any additional liability or responsibility for payments to any of the Service Provider's creditors, employees, partners, sponsored tutors, in respect of any materials purchased, premises costs incurred, or services provided by the Service Provider in the delivery of the requirement in Schedule 1 – SOR.

11. OTHER CONTRACTS WITH THE CROWN

11.1 If the Service Provider shall enter into any other contract with the Crown relating in any way to the subject matter of the Contract, then, no breach by the Crown of that other contract nor any other act or omission nor any written or oral statement nor representation whatsoever of or by the Crown its servants or agents or other service providers relating to or connected with any other contracts as aforesaid shall, regardless of any negligence on its or their part:

11.1.1 Give the Service Provider any right under this Contract to an extension of time or otherwise or additional payment or damages or any other relief or remedy whatsoever against the Authority, or

11.1.2 Affect, modify, reduce or extinguish either the obligations of the Service Provider or the rights or remedies of the Authority under this Contract;

11.1.3 Be taken to amend, add to, delete or waive any term or Condition of this Contract.

12. AMENDMENTS

12.1 Amendments to any part of this Contract may only be amended or varied through the written approval of the Authority's Commercial Desk Officer detailed at Box1 of DEFFORM 111 – Appendix to this Schedule 3.

12.2 The Service Provider shall not carry out any work until any necessary change to the Contract (which may include change to Contract Price) has been agreed and a written amendment in accordance with Clause 15.1 above has been issued.

13. AUTHORITY RESPONSIBILITIES

13.2. The Authority shall be responsible for:

13.2.1 providing details of the mandatory training courses required for personnel working on a MOD site and notifying both the individual and the Service Provider of these requirements within seven calendar days of an individual's start date;

13.2.2 where required, Security Clearance at or above Security Check (SC) level.

14. SERVICE PROVIDER RESPONSIBILITIES

14.1 The Service Provider shall also be responsible for:

14.1.1 ensuring that contracted personnel complete any mandatory training required by the MOD for personnel working on an MOD site within the first three months of starting work on the MOD site.

14.1.2 ensuring that contracted personnel maintain any essential skills, qualifications or accreditation required for their role, at no cost to the Authority.

14.1.3 The Service Provider shall ensure the continuity in post of skilled staff, in so far as this lies within their control. They shall maintain sufficient employees to carry out the Contract and ensure that all of their employees are adequately trained, qualified and experienced to achieve the required standards.

14.1.4 The Service Provider shall keep the Authority (Designated Officer) informed on any industrial relations problems or other impending difficulties likely to delay or impede the performance of the Contract and use all reasonable endeavours to avoid industrial disputes or stoppages involving staff employed for the purposes of the Contract. Notwithstanding the foregoing, such disputes and industrial stoppages are strictly a matter for the Service Provider and the Authority will grant no relief under the terms of the Contract in such event.

14.1.5 The Service Provider shall contact the Cap Badge Designated Officer at the earliest opportunity to confirm student availability for assessments and, if required, to make the necessary arrangements to book classrooms/training venues.

14.1.6 The Service Provider's staff must ensure the staff that come into unsupervised face-to-face contact with apprentices have Disclosure and Barring Service (DBS) clearance before carrying out their duties. The Service Provider must inform the Authority immediately of any Service Provider staff referred to DBS following a complaint. Additional responsibilities are contained within Clause 33 – Security.

15. SERVICE PROVIDER RECORDS

15.1 The Service Provider shall maintain all records in connection with the Contract (expressly or otherwise), and without prejudice to Condition 36 (Confidentiality of Information), make them available to be examined or copied, by or on behalf of the Authority, as the Authority may require. It is an ESFA requirement that these records shall be retained for a period of at least seven (7) years from:

15.1.1 the end of the Contract term or;

15.1.2 termination of the Contract; or

15.1.3 the final payment,

whichever occurs latest.

15.2 The Service Provider shall maintain such records in respect of the matter comprised in the Contract as the Authority may reasonably require (including any specified elsewhere in the Contract) and shall upon request produce such records for inspection by the Authority (including all statistical information gathered for the purposes of performance requirements and quality assurance monitoring); such records will be the property of the Authority and will not be released, published or disposed of without the approval of the Authority (Designated Officer);

15.3 The Service Provider shall give the Authority ready access to all work in progress and completed work. Inspections by the Authority may be made on a “no notice” basis.

16. PRECEDENCE

16.1 In performing its obligations under this Contract, the Service Provider shall:

16.1.1 Provide the Services and carry out all other obligations under this Contract, in accordance with the terms of this Contract, all relevant Legislation, ESFA Rules, L&D Standard Operating Procedures (SOPs), Service Provider Responsibilities in Clause 14 and Good Industry Practice;

16.1.2 In consultation with the Authority, and where appropriate, develop such policies and procedures, which are likely to improve/enhance the provision of the Service and shall comply with such policies and procedures once they have been agreed with the Authority; and

16.1.3 Obtain and maintain all necessary Consents.

16.2 In the event of any inconsistency or conflict between the obligations of the Service Provider referred to in Clause 3.1.1 the following order of precedence shall apply:

16.2.1 Statutory Legislation;

16.2.2 Education and Skills Funding Agency (ESFA) Rules;

16.2.3 Schedule 3 (Ts&Cs); Terms and Conditions of this Contract in Schedule 3 unless the service is being delivered in Canada when Schedule 6 (Provisions for Contracts Pursuant to Training of British Armed Forces in Canada) shall take precedence over Schedule 3 (Ts&Cs);

16.2.4 Schedule 1 - Statement of Requirements (SOR);

16.2.5 Schedule 2 – Pricing;

16.2.6 Schedule 8 – Technical Tender Submission at contract award;

16.2.7 Standard Operating Procedures (SOPs) subject to regular review/update;

16.2.8 All other Schedules;

16.2.9 Other ancillary documents referred to in this Contract;

16.2.10 Good Industry Practice.

16.3 In the event of any conflict between the General Conditions of the Contract and the Special Conditions of the Contract then the Special Conditions of the Contract shall prevail.

16.4 Each Party is to notify the other in writing forthwith upon the Authority's Representative or the Service Provider's Representative becoming aware of any discrepancy, inconsistency or divergence between the documents referred to in Clause 3.2. The Parties must seek to resolve such discrepancy, inconsistency or divergence as soon as practicable. Where they fail to do so and either Party considers the discrepancy, inconsistency or divergence to be material, then the

matter may be referred to the Dispute Resolution Procedures as detailed in Schedule 4.

17. PRICE

17.1 The prices for delivery of the apprenticeship programmes shall be FIRM (i.e. non-variable) as specified in Schedule 2 (Pricing) and relate to Schedule 1 the Statement of Requirements.

17.2 Prices in Schedule 2 are based on the assumption that the apprentice has no prior learning necessary to achieve the relevant apprenticeship. If the apprentice has prior learning, the content and price shall be reduced by negotiation with the Authority in line with ESFA funding rules.

17.3 Prices in Schedule 2 for delivery of each apprenticeship programme are fully inclusive of all Travel and Subsistence costs associated with Service Provider personnel travelling to and from MOD sites both within UK (Including Wales & NI) and overseas, here the Service Provider deems this necessary for delivery of apprenticeship training and assessments.

17.4 The overall cost for delivery of an Apprenticeship to the Authority shall not exceed the maximum-capped price for the relevant DfE Funding Band for each Apprenticeship, taking into account those elements of the Apprenticeship delivered in-house by the Authority as well as those elements of the Apprenticeship delivered by the Service Provider (the latter elements being covered by the Contract Price) and in the case of standards, the costs allocated to the EPA.

17.5 Where pricing for delivery of an Apprenticeship under the Standards-based approach has not already been agreed and incorporated into the Contract from the outset of contract delivery, these prices shall be agreed between the Authority and the Service Provider at the point when the relevant Standards become known, and shall be agreed in accordance with the pricing principles set out in Schedule 3 (Ts&Cs), Annex B Payment, Appendix 1.

17.6 Where there has been a change of Service Provider Contract and there is an associated transfer of Learners-in-progress between the outgoing Service Provider and the incoming Service Provider (i.e. Learners who have commenced an apprenticeship under the previous Service Provider, but have not yet completed their

apprenticeship), the Price per Learner payable to the incoming Service Provider for the completion of such apprenticeships shall be limited to the existing Price per Learner that was recorded on the Authority's MI system at the point when the Learner was first registered for their apprenticeship, and which represents the maximum sum available for draw-down from the ESFA or employer levy account for that Learner. The maximum sum payable to the Incoming Service Provider for that Learner shall also take account of any sums already paid to the previous Service Provider in connection with the delivery of an apprenticeship to that Learner.

18. PAYMENT & CP&F - THE AUTHORITY'S ELECTRONIC PAYMENT SYSTEM: CONTRACTING, PURCHASING & FINANCE

18.1 Payment for Service Provider Deliverables under the Contract shall be made via the Contracting, Purchasing & Finance (CP&F) electronic purchasing tool in accordance with DEFCON 522.

18.2 The Authority shall pay all valid and undisputed claims for payment submitted by the Service Provider to DBS Finance in accordance with DEFCON 522.

18.3 Schedule 3 (Ts&Cs), Annex B, Payment Schedule, provides details of how payment shall be calculated.

18.4 The Service Provider shall prepare full supporting documentation (including copies of receipts) relating to delivery of Stand Alone Functional Skills training in support of each claim in order that sums invoiced can be linked directly to the Statement of Requirements and the price agreed at the start of each Academic Year as described at Schedule 3 (Ts&Cs), Annex B, Payment. Approval for payment of the Service Provider's invoice shall not be given until the Authority (Designated Officer) has formally certified that the work to which the invoices refers has been undertaken and has been completed to a satisfactory standard. All records will be made available to L&D in advance of the claim for payment being submitted.

18.5 No claim by the Service Provider for additional payment will be allowed on the grounds of any misunderstanding or misinterpretation of the SOR or any instruction given. The Service Provider shall not be released from any risks or obligations imposed on or undertaken by him under the Contract on any such grounds or on the grounds that he did not, or could not, foresee any matter which might affect or have affected proper execution of the Contract.

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

18.7 In the event that ESFA are satisfied that the Service Provider has breached the funding rules and seek to recover all or part of their funding from the Authority, the Authority shall in turn seek to recover the relevant funds from the Service Provider.

18.8 The ESFA will review and monitor whether the training provided represents good Value for Money. In the event that the ESFA considers the funds provided to the Authority are significantly more than the cost of the education and training, the ESFA may reduce the amount of funding which may result in the need for the Service Provider and Authority to review pricing.

19. STUDENT DEMAND

19.1 The actual levels of student demand for the Apprenticeship programme under the Contract may be lower or higher than any estimated level of demand given by the Authority at the outset. The Authority accepts no liability for, nor offers any guarantee to the Service Provider in respect of, the accuracy of projections of estimated student demand for the programmes as detailed in Schedule 1 - SOR.

19.2 The Service Provider shall be expected to show flexibility in order to meet the demands of a continually-changing student population and student availability. The student population is dependent upon the Army's recruitment of soldiers and thus student numbers cannot be guaranteed.

20. SERVICE PROVIDER INTERFACE WITH EPAO

20.1 The Service Provider shall cooperate with the EPAO (as appointed by the Authority), in line with ESFA guidelines, to ensure a smooth transition when a Learner is at Gateway and identified as ready for assessment. The Service Provider shall carry out its duties, in relation this clause, as detailed in Schedule 1 – SOR.

21. TRAVEL & SUBSISTENCE

21.1 When Service Provider personnel are required to travel, either within UK (including Wales & Northern Ireland) or overseas, for the purposes of delivery of apprenticeship training or assessments under the requirements of the Contract, all hotel accommodation, transport and supporting travel arrangements, including purchase of visas, vaccinations/ preventative medical treatment and health insurance will be the responsibility of the Service Provider. The Contract prices shall therefore fully define the travel and subsistence costs incurred by the Service Provider's personnel in connection with the delivery of apprenticeship training.

21.2 For the avoidance of doubt, no other allowances shall be paid by the Authority to the Service Provider.

22. SERVICE PROVIDER'S PERSONNEL

22.1 Where specific personnel have been proposed by the Service Provider for the performance of the Contract, the Service Provider shall take all reasonable steps to avoid changes to such personnel and any changes which are unavoidable shall be brought to the immediate attention of the Authority which reserves the right, acting reasonably, to reject such alternative personnel as the Service Provider may then propose. The agreement by the Authority, whether notified or otherwise, to any personnel shall not prejudice the requirement upon the Service Provider to perform the Contract.

22.2 If in the opinion of the Authority, acting reasonably, any of the Service Provider's employees associated with the performance of the Contract shall misconduct themselves or be incapable of efficiently performing their duties or it shall not be in the public or National interest for any such person to be employed or engaged by the Service Provider in the performance of the Contract then the Service Provider shall remove such person without delay on being required to do so by the Authority (Designated Officer) and, subject to Clause 20.1 of this Condition, shall cause the work to be performed by such other person or persons as may be necessary in default.

22.3 The Service Provider shall notify the Authority immediately of any circumstances where the Service Provider becomes aware of an actual or potential conflict of interest which would affect either the Service Provider or any of its personnel engaged in the performance of work under this Contract. In the event of any actual or potential conflict, the Authority shall deal with it in accordance with the provisions of Clause 22.2 of this condition.

23. SAFEGUARDING LEARNERS

23.1 The Service Provider shall comply fully with SOP 11 and shall co-operate with, and provide information to, the L&D Army Apprenticeships Team as requested; to give assurance that adequate arrangements exist for Learner Health & Safety to enable the Authority and the ESFA to review Learner incidents, and to assist the ESFA with regard to its policy on Learner Health & Safety.

23.2 The Service Provider shall comply fully with the Safeguarding and Prevent Directive and all Authority and other statutory requirements for safeguarding Learners including child protection and protection of vulnerable adults.

24. EQUALITY AND DIVERSITY

24.1 The MOD and its agencies are committed to and operate a policy of equality and diversity for its entire staff and recruits.

24.2 The Authority, in line with the Common Inspection Framework (CIF), aims to promote equality and diversity, tackle discrimination and narrow the achievement gap. The Service Provider shall cooperate with the Authority and reinforce the achievement of these aims.

24.3 The Service Provider shall maintain and operate equality and diversity policy and procedures and will be expected to collect and analyse data to conform to any Equality and Diversity Impact Measures (EDIM's) agreed between the ESFA, L&D Army Apprenticeships Team and the Apprenticeship Management Board (AMB).

25. QUALITY ASSURANCE

25.1 The Service Provider shall undertake the services in accordance with the quality requirement set out in SOP 12 (Quality Improvement Framework) as detailed in the Schedule 1 - SOR, and in addition to the current and any future ESFA guidelines, prevalent Awarding Body standards and any applicable extant and future SOPs.

26. PROVIDER FINANCE ASSURANCE

26.1 The Service Provider shall provide the L&D Army Apprenticeships Team with appropriate Learner records to satisfy the Provider Finance Assurance Team (PFAT), which has a statutory responsibility for the provision of audit services to the ESFA.

26.2 The Service Provider shall provide the necessary records to the L&D Army Apprenticeships Team no later than seven calendar days following receipt of a formal request.

26.3 The Service Provider shall be subject to regular Provider Finance Assurance (PFA) audits and shall adhere to SOP 5 (PFA).

27. ACCOUNTING PRINCIPLES

27.1 The Service Provider shall at all times maintain a full record of particulars of the costs of conducting its business including all books of account kept in accordance with generally accepted UK accounting principles, showing in detail:

27.1.1 administrative overheads;

27.1.2 capital and revenue expenditure;

27.1.3 such other cost items as the Authority may reasonably require from time to time in order to conduct cost audits for verification of cost expenditure or estimated expenditure, for the purposes of this Contract.

28. MONITORING AND COMPLIANCE

28.1 For the purposes of ensuring compliance with this Contract the Army Apprenticeship Management Board and Maxi-Boards (see SOP 12) shall be entitled to monitor the apprenticeship programme. Any concerns over the Contract

performance shall be dealt with in accordance with DEFCON 530 – Dispute Resolution (English Law) utilising Schedule 4 process within the Dispute Resolution Procedure.

28.2 The Designated Officer may inspect, or arrange for the inspection of, the delivery of the apprenticeship programme or any part thereof at any reasonable time during the period of the Contract. This shall include, but not be limited to, access to all

learner administration files, records of completion of apprenticeship competences and units and Learner portfolios (whether paper or electronic). When the Authority wishes

to exercise its rights of inspection under this Condition, the Contractor shall give to the Designated Officer and any other person nominated by the L&D Army Apprenticeships Team full and free access to the apprenticeship programme.

29. PERFORMANCE

29.1 The Service Provider shall provide and maintain an organisation of a standard commensurate with the performance of all of his obligations under the Contract (as defined in Schedules 1-7 inclusive) and have facilities (unless provided by the Authority under the Terms of the Contract) and employees of appropriate qualifications and experience to undertake the said obligations with all due care, skill and diligence.

29.2 Only persons with appropriate qualifications and competence for the tasks on which they are engaged shall be employed by the Service Provider under this Contract. The Service Provider shall ensure that persons employed on this Contract meet the Awarding Body and ESFA requirements.

29.3 Should the ESFA remove the Service Provider from the RoATP for any reason, this will be considered a Fundamental Breach of Contract, and the Authority reserves the right to immediately terminate the Contract under such circumstances. In this event, the Service Provider shall comply with its obligations in relation to the Exit Plan and Transition Activity Checklist.

29.4 If the Authority considers that any service provided by the Service Provider has not been delivered in accordance with the Contract, they shall (without prejudice

to any other remedy available) require the Service Provider to undertake rectification action by performing the service again to the Authority's satisfaction, at no additional cost to the Authority.

29.5 Recovery Plan - If at the end of the next Contract-month the rectification action undertaken by the Service Provider does not remedy the problem, the Service Provider must produce and submit to the Designated Officer a detailed Recovery Plan that will. The Plan shall detail the Service Provider's proposals (including timescales which must be agreed with the Authority) to resolve the poor performance and restore performance in accordance with Schedule 1, SOR and to the standards required in Performance Indicators in SOP No: 12. Notwithstanding the Authority's other contractual rights, the Authority may request the Service Provider to propose further amendments to their proposed Recovery Plan so that it becomes acceptable to the Authority. For the avoidance of doubt, comment and discussion by the Authority on the remedial plan does not, and shall not, be interpreted as express or implied acceptance of the contents of the Recovery Plan. The responsibility remains that of the Service Provider.

29.6 Implementation and progress on the actions introduced by the Service Provider as a result of the Recovery Plan shall be reviewed at the next Monthly Review Meeting (Mini Management board) in accordance with the requirements of Schedule 1 - SOR.

29.7 Emergency Recovery Plan - If the achieved performance remains below the required standard at the end of the agreed timescale allowed for implementation of the Recovery Plan, the Service Provider shall submit an Emergency Recovery Plan for comment to the Designated Officer or his nominated representative. For the avoidance of doubt, comment by the Authority on the acceptability or otherwise of the Emergency Recovery Plan does not imply acceptance by the Authority of the suitability or otherwise of the Emergency Recovery Plan. The Service Provider shall remain responsible for the adequacy, or otherwise, of the Emergency Recovery Plan.

29.8 Subject to the Authority's contractual remedies as detailed within the Contract, the Service Provider shall implement the Emergency Recovery Plan presented to the Designated Officer or his authorised representative in accordance within the timescales detailed within the Emergency Recovery Plan.

29.9 If the achieved performance level remains below the required standard at the monthly review meeting following the end of the agreed timescale for the implementation of the Emergency Recovery Plan, then the Authority shall treat this as a contractual default and may apply the remedies detailed in the Default/Step in Rights clause for contractual breaches caused by the Service Provider.

29.10 If the above clauses 29.4-29.7 have been exhausted to their fullest extent, and the Service Provider fails to deliver any of the services under the Contract to a satisfactory standard and fails at the monthly progress meeting to provide a reasonable response to the failure(s), the Authority shall be entitled to withhold payment in respect of those services, pending resolution of the unsatisfactory work. Once the residual work has been signed off by the Authority (Designated Officer) as having met the required satisfactory standard, the Service Provider shall be entitled to claim payment for the withheld payments.

30. REPORTS & MEETINGS

30.1 The Service Provider shall, as required by the Designated Officer, provide the reports detailed in Schedule 1 - SOR and SOP 12 and/or undertake oral presentation of the services provided under the Contract.

30.2 In addition, the Designated Officer and the Service Provider shall meet as and when required to discuss matters arising under the Contract as the Designated Officer may reasonably require to or otherwise monitor performance under the Contract.

31. ARMY APPRENTICESHIP BUSINESS SUPPORT E-PLATFORM

31.1 The Army Apprenticeships Team shall provide a groupware system on an E-Platform known as a “Knowledge Management System”. The Authority will grant the Service Provider access to this Knowledge Management System at no cost to the Service Provider.

31.2 The Service Provider and any employee of the Service Provider shall use this Knowledge Management System solely for the purpose of performing its obligation under this Contract.

31.3 The Knowledge Management System is accessed via the internet using a login and password that are issued to specific users by the Authority and are not transferable. Logins and Passwords for Individual authorised users will be issued by the L&D Army Apprenticeships Team. The Service Provider shall be responsible for providing IT equipment to enable its employees to access the Knowledge Management System.

31.4 Should any employee of the Service Provider who has been granted access to the E-Platform system leave the employment of the Service Provider or cease to be involved in the performance of the obligation under this Contract, the Service Provider shall immediately inform the L&D Army Apprenticeships Team to enable the login and password to be terminated.

31.5 The Authority accepts no liability in relation to the E-Platform Systems availability. The Authority will endeavour to, within reason, report any faults with the system, and communicate such issues to the Service Provider, in accordance with the communication procedures in place.

32. DATA MANAGEMENT

32.1 The Service Provider is required to enter learning information, as required by the L&D Army Apprenticeships Team, to populate the Authority's Management Information System. The Management Information System database shall be the primary database for the Army Apprenticeships and shall be the only database from which ESFA returns are made, unless the ESFA mandates the use of an alternative.

32.2 The Service Provider shall enter learner information on the mandated Management Information System in accordance with the ESFA requirements for timely entry of data. The Service Provider shall supply data on each individual Learner, to L&D Army Apprenticeships Team, in accordance with the Army Apprenticeships Team requirements, the 'data collections' framework and the ILR Specification (as published from time to time on the ESFA website or other ESFA publications). The Service Provider shall ensure that data held on the Management Information System remains up-to-date at all times.

32.3 User login identities and passwords will be supplied by the L&D Army Apprenticeships Team to the Service Provider for the purposes of accessing the Management Information System. Should any employee provided with a login and password leave the employment of the Service Provider, the Service Provider shall immediately notify the L&D Army Apprenticeships Team to enable the login and password to be terminated.

32.4 The L&D Army Apprenticeships Team shall monitor the quality of data using the ESFA provided Learner Information Suite (LIS) and the ESFA On Line Data Collection (OLDC) service and shall require the Service Provider to correct any errors or warnings that the LIS may return. The Authority may require the Service Provider to monitor the quality of data using the ESFA Data Self-Assessment Toolkit (DSAT) or other similar diagnostic tools which may be approved by the ESFA. The Authority shall inform the Service Provider where it is concerned about the quality of the data, including the completeness or accuracy of the data, provided by the Service Provider. If the Service Provider is unable to rectify the situation, the Authority shall require the Service Provider to supply data more frequently as the Authority shall reasonably require. The Authority shall require the Service Provider, at its own cost, to carry out such work as the Authority deems necessary to improve the quality of the data.

32.5 The L&D Army Apprenticeships Team, acting reasonably, reserves the right to suspend payments to the Service Provider where data quality gives rise to concern about the accuracy of the data provided, and where these concerns are not adequately addressed by the Service Provider, in accordance with the measures set out in clause 29, within a reasonable timescale.

32.6 The Service Provider shall use a learner tracking system to monitor Learner progress on the apprenticeship programmes. The Service Provider shall use the Learner Tracking module in the L&D Management Information System (or ESFA mandated database) to monitor Learner progress on the apprenticeship programmes. All significant progress for each Learner against their planned learning programme must be recorded on the L&D Management Information System (or ESFA mandated database). This shall include, but not be limited to NVQ/Diploma Units, Functional Skills, Technical Certificate/Diploma (where appropriate), Reviews ERR, and placements.

32.7 The Service Provider shall enter the data on the L&D Management Information System (or ESFA mandated database) in the format directed by the Authority. The Service Provider shall provide free and unrestricted access to the data and shall provide reports to the Authority as requested.

32.8 The Service Provider shall use the Management Information System Placement Tab to record the placement/postings of learners in the Field Army in the format directed by the Authority.

30.9 The Service Provider shall not switch from use of the Authority's Management Information System (or ESFA mandated database) to any another data storage & retrieval system unless expressly agreed in writing by the Authority. The Authority, acting on instruction from the ESFA, may require the Service Provider to move to another form of data transmission during the term of the Contract. Any such change shall be at no additional cost to the Service Provider.

33. SECURITY

33.1 The Service Provider shall be required to ensure that any staff provisioned to deliver any part of the Services detailed in Schedule 1 – SOR - shall submit themselves to MOD security clearance procedures as required by the Designated Officer.

33.2 The Service Provider shall comply with any reasonable security measures requested by the Authority and shall comply with extant security procedures prevalent in the establishments.

33.3 The Service Provider shall provide the Authority (Designated Officer) with:

33.3.1 Personal details of any of the Service Provider employees requiring access to the Authority site(s) (or any other Government establishment); the Authority reserves the right to refuse entry to any individuals, or to require that they be removed from an Authority site at any time without explanation;

33.3.2 No employee of the Service Provider is to be allowed access to classified information or material unless prior clearance to receive information of the appropriate security classification has been authorised by the Authority's security officer, and the employee holds an appropriate level of personal security clearance.

33.4 The Service Provider shall additionally be responsible for:

33.4.1 Ensuring that no classified material held by the Service Provider in connection with this Contract is removed from the Establishment unless express prior permission has been given, in writing, by the Authority (Designated Officer). Similarly, no classified information stemming from lectures, discussions or other activities arising from this Contract is to be passed to any unauthorised person or anyone outside of the Contract or is to be used for any purpose outside of the Contract unless express prior permission has been given, in writing, by the Authority (Security Officer).

33.5 The Service Provider shall ensure that the highest standards of privacy and confidentiality are maintained by his employees in relation to documents which bear privacy markings, whether classified or not, with which they are entrusted. The same standards of privacy and confidentiality shall be applied to information acquired orally. Unauthorised divulgence of Protected Material or information (including, for example, Reportable OFFICIAL and OFFICIAL- SENSITIVE) can damage the reputation of an individual, of the Service Provider, of the Authority or of the Establishment. The Service Provider shall be aware that the Authority attaches great importance to the protection of such information.

33.6 The Service Provider's employees working in or visiting the Establishment must display security passes issued by the Authority at all times when the employees are present on the Establishment site. Such passes shall remain the property of the Authority and shall be surrendered on demand.

33.7 The Authority shall be responsible for:

33.7.1 Issue of vehicle passes to those of the Service Provider's employees who have been authorised to bring vehicles into the grounds of the Establishment;

33.7.2 Notification and briefing of security alert states as necessary;

33.7.3 The provision, maintenance and checking of approved security furniture.

33.7 The Service Provider's employees shall consent to the servants or officers of the Authority searching any vehicles, containers, equipment, work bags and other chattels (together "the chattels") owned by the Service Provider and/or his employees whilst the chattels are on the Establishment and/or as a condition of their access to the Establishment. Routine checks may be carried out on any person within, entering or leaving the Establishment (and any other Government establishment), and such a person must be prepared to accept as a condition of entry the obligations to be stopped and searched and to have their vehicle(s) and chattels examined. The Authority reserves the right to deny access to, or expel from, the Establishment (and any other Government establishment) any persons who do not consent to their being searched.

33.8 The Service Provider shall accept (without prejudice to any other remedies which the Authority may have) full responsibility for any loss or delay in performance of the Contract caused directly or indirectly by the expulsion of or refusal to allow entry to a Service Provider employee and the like who does not consent to being searched.

33.9 In addition to the requirements of other Conditions of the Contract, security requirements or other local procedures as laid down in Establishment Standing Orders/Instructions shall be stringently enforced by the Service Provider.

33.10 The Service Provider shall appoint one of his employees as the Service Provider's Security Officer who will be responsible, in consultation as necessary with the Authority (Designated Officer and the Garrison/Unit Security Officer) for the implementation of all security arrangements concerning the Service Provider's employees together with the area(s) in which they are employed, their offices and equipment.

33.11 The Service Provider shall provide the Authority (Designated Officer and Garrison/Unit Security Officer) with:

33.11.1 Full personal details of all of the Service Provider's employees and visitors sponsored by the Service Provider, and will not be permitted to introduce any such employees or visitors to the Establishment (or any other Government establishment) until they have been given prior security clearance by the Authority; the Authority reserves the right to refuse entry to any individuals, or to require that they be removed at any time without explanation;

33.11.2 With the assistance of the Authority (Garrison/Unit Security Officer) as appropriate, details of all of the Service Provider's employees requiring access to classified information and materials for their work at the Establishment; no employee of the Service Provider is to be allowed access to classified information or material unless prior clearance to receive information of the appropriate security classification has been authorised by the Authority (Garrison/Unit Security Officer).

33.12 The Service Provider shall additionally be responsible for:

33.12.1 Making arrangements for his new employees to be briefed on their security responsibilities at the Establishment; he will also arrange for continuation security training of his employees as required by the Authority (Garrison/Unit Security Officer);

33.12.2 All classified documents, and other material held, including the library department(s);

33.12.3 The proper disposal or destruction of classified material held by them;

33.12.4 Where a post has been identified as DBS, the Service Provider shall ensure that all personnel are DBS checked and cleared prior to commencement of work on the contract;

33.12.5 DBS Certificates are to be made available to the Authority on request.

34. CYBER SECURITY

34.1 Further to DEFCON 658, the Cyber Risk Level of the Contract is assessed as LOW, as defined in Def Stan 05-138.

34.2 The Service Provider shall reassess the cyber security controls that they have in place every year, on the anniversary of the date of commencement of the Contract and shall inform the Authority's Designated Officer if the status of their cyber security rating changes. Where necessary, the Service Provider shall devise and implement a Cyber Implementation Plan (CIP) to address any shortcomings in their cyber security controls.

34.3 Where an agreed Cyber Implementation Plan (CIP) is required, or becomes required in the course of the Contract, the Service Provider shall provide the details of their CIP to the Authority (I-Dev Army) who shall arrange for the CIP to be inserted into the Contract Documentation as a Schedule to the Contract; and the Service Provider shall then meet the agreed timescales set out within the CIP for implementation of the necessary security controls.

35. DATA PROTECTION

35.1 The Service Provider shall ensure that any Personal Data is protected in accordance with DEFCONs 531 and 532B. Schedule 3 (Ts&Cs), Annex D (DEFFORM 532) defines the Personal Data concerned, the source of the data and the processes to be applied to it and the intended disposal of the Personal Data after processing. Personal Data held on any portable device shall be encrypted in accordance with Defence policy (the current Defence policy will be made available via the Army Apprenticeship Team's E-Platform Site).

35.2 The Service Provider shall ensure that any e-mail transmissions containing Personal Data are protected using *WinZip 10* (or later versions) which shall be protected by a password of at least 10 characters (alpha-numeric containing a mix of letters, numbers, upper case and symbols). The password shall be communicated to the address separately from the e-mail containing the WinZip'd material. No single transmission shall contain the Personal Data for more than 1000 individuals without permission of the Authority. (This is an evolving MOD data protection policy and latest changes to this policy will be notified to Service Providers where appropriate).

35.3 The Service Provider shall report at the earliest opportunity all security breaches and actual or suspected losses of data to the L&D Security Officer. Such losses shall be subject to formal investigation by the relevant MOD organisation, Ministry of Defence Police (MDP), Royal Military Police (RMP) or Military Intelligence (MI) section, depending on the location and the circumstances.

35.4 The Authority will enable the Service Providers to purchase specialist IT consumables, i.e. colour coded and/or encrypted Removable Media, from authorised MOD suppliers if requested to do so.

35.5 The Service Provider shall ensure that all employees who handle any Personal Learner Data shall complete the Authority's mandatory data protection training, which the Authority shall make available to the Service Provider. The Service Provider shall ensure that all employees complete this training and the associated assessment on an annual basis. The Service Provider shall maintain a register of all employees successfully completing the assessment and this register shall be made available to the Authority on demand for inspection.

36. CONFIDENTIALITY OF INFORMATION

36.1 Any and all information together with any documentation, specification or computer software and the like which contain it, and which is provided by the Authority to the Service Provider for the purposes of the Contract (together "the information") shall be treated as received "in confidence" and used only for the purposes of the Contract.

36.2 The Service Provider agrees that they shall not:

36.2.1 Copy the information in any manner;

36.2.2 Remove the information from the Establishment in any material form;

36.2.3 Disclose the information, or any part of it, to a third party or use the information for any purpose other than for the purpose of performing work for the Authority pursuant to the Contract without the express permission of either the Authority (Commercial Team) or, if appropriate, the IPR owner.

36.3 The restrictions and obligations set out at Clause 36.2 of this Condition shall not apply to any of the information which the Service Provider can show to the satisfaction of the Authority (Commercial Desk Officer):

36.3.1 was already known to the Service Provider prior to his examination of it at the Establishment and otherwise than by communication from the Authority;

36.3.2 Is rightfully received by the Service Provider from a third party without any obligations or confidence; or

36.3.3 Has been generated independently by the Service Provider prior to its being made available by the Authority pursuant to the Contract.

36.4 The restrictions and obligations at Clause 36.2 of this Condition shall cease to apply to any of the information which is the subject of this Condition and which, subsequent to its being made available by the Authority for examination by the Service Provider comes into the public domain otherwise than through a breach of this Condition or any other contract.

36.5 Nothing in this Condition or any other Condition of the Contract shall be interpreted as constituting or implying a transfer, assignment or licence of rights in any of the information made available by the Authority.

36.6 The Service Provider shall at all times hereafter indemnify, and keep indemnified, the Authority in respect of any claim against the Service Provider or the Authority arising out of the failure to discharge fully his responsibilities under this Condition.

36.7 Information deriving from, or relating to the Contract, and the services provided under the Contract, the Establishment or the Ministry of Defence as a whole may not be communicated to a third party without the prior specific permission to do so, in writing, from the Authority (Designated Officer).

36.8 The provisions of this Condition shall survive indefinitely notwithstanding the termination of the Contract.

37. CONTROLLED INFORMATION

37.1 This Condition shall apply in addition to and notwithstanding DEFCON 531 (Disclosure of Information) or any other confidentiality condition of the Contract.

37.2 For the purposes of this Condition 'Controlled Information' shall mean any information in any written or tangible form which is disclosed to the Service Provider by or on behalf of the Authority under or in connection with the Contract, and which is identified by the legend 'Controlled Information' or other approved legend notified to the Service Provider. Controlled Information shall exclude information provided by oral communication.

37.3 The Service Provider shall:

37.3.1 hold the Controlled Information and not use it other than for the purpose of discharging its obligations under the Contract;

37.3.2 not copy the Controlled Information except as strictly necessary for the purpose of discharging its obligations under the Contract;

37.3.3 not disclose the Controlled Information to any third party unless so authorised in writing beforehand by the Authority;

37.3.4 protect the Controlled Information diligently against unauthorised access and against loss; and,

37.3.5 act diligently to ensure that:

37.3.6 Controlled Information is disclosed to its employees only to the extent necessary for the purpose of discharging its obligations under the Contract;

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

37.3.8 Where Controlled Information is provided to the Service Provider, it shall:

37.3.9 compile a register of that Controlled Information, which shall include explicit description of the Controlled Information, a record of the number of copies made and a record of all access to the Controlled Information, including access to any copies of the Controlled Information;

37.3.10 maintain this register for the duration of the Contract and for two years following completion of the Contract;

37.3.11 make the register of access available to the Authority upon reasonable notice for inspection and audit for so long as it is required to be maintained under this Condition; and,

37.3.12 at the completion of the Contract, return to the Authority all original and duplicate copies of the Controlled Information, or else at the Authority's option destroy these copies and provide a certificate of destruction to the Authority.

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

37.4.1 that the information concerned was or has become published or publicly available for use without breach of any provision of the Contract or any other agreement between the parties;

37.4.2 that the information was already known to it (without restrictions on disclosure or use) prior to receiving it under or in connection with the Contract;

37.4.3 that the information concerned was lawfully provided by a third party without restriction on use or further disclosure; or

37.4.4 from its records, that the information was derived independently of the Controlled Information;

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

38. INDEMNITY and INSURANCE

38.1 The Service Provider will be required to maintain adequate insurance and professional indemnity cover for all of his activities in the performance of the Contract and any liabilities arising there from.

38.2 The Authority reserves the right, acting reasonably, to require the Service Provider to provide evidence of the method used to affect such cover, at any time during the period of the Contract. Any such request shall not in any way constitute the Authority's approval or acceptance of either the chosen method or the extent of the cover afforded. The Service Provider will be required to ensure that their personnel travelling overseas have appropriate medical insurance.

38.3 Without prejudice to the requirements of DEFCON 76, the Service Provider shall take out and maintain insurance against his liabilities under the Contract; and when required to do so by the Authority, shall produce for inspection by the Authority documentary evidence that the insurance required by this Condition has been taken out and is being maintained. This obligation is without prejudice to, and does not limit, the obligations of the Service Provider under the Contract. In particular, inspection of documents in accordance with this Condition shall not be taken as acceptance by the Authority that the insurance which the Service Provider holds is suitable for or sufficient to meet all their liabilities under the Contract.

38.4 Also without prejudice to the provisions of DEFCON 76 (Contractor's Personnel at Government Establishments), the Service Provider shall be responsible for and keep the Authority fully indemnified against all damages, losses, costs, expenses, actions, demands, proceedings, claims and liability made against or suffered or incurred by the Authority in respect of personal injury, illness or disease (including personal injury, illness or disease resulting in death) arising directly or indirectly out of the performance of or in connection with the Contract, provided that this indemnity shall not apply to the extent that the Service Provider is able to show that such injury, illness or disease was caused or contributed to by the wilful default or negligence of the Authority or any Government servant.

38.5 The Authority shall be at liberty, subject to the agreement of the Service Provider and the Service Provider's Insurers to settle any claim against the Authority or any servant of the Crown coming within the scope of the indemnities given by the Service Provider in this Condition, by payment as a matter of grace of a sum to be agreed with the Service Provider and the Service Provider's Insurers by way of compensation, and the said indemnities shall cover any payment so made.

38.6 The indemnities contained in this Condition shall extend to all claims which are not legally enforceable against the Crown or the Authority but would be so enforceable if the Crown were a private person or if the Authority or the servant or agent were not a representative of or in the employment of the Crown and to all sums properly payable by the Crown to or in respect of any servant of the Crown in connection with any injury or loss arising in connection with the Contract, being sums which are payable under any statute, warrant, order, scheme, regulation or condition of service, for the benefit of the servant or his family or dependants, whether or not these are enforceable against the Crown.

39. PUBLIC RELATIONS AND PUBLICITY

39.1 Responsibility for communicating with representatives of the press, both popular and technical, radio, television, and other communication media on all matters concerning this Contract and the Sites as a whole is borne solely by the Authority. The Service Provider or their agents shall not communicate with any such representatives in relation to any aspect of this Contract, the Sites or the Authority's operations without the prior consent of the Designated Officer.

39.2 The Service Provider shall not, and shall ensure that their agents shall not, without the prior written consent of the Authority's Project Manager, other than to fulfil its obligations to the Authority under this Contract, take photographs or video recordings of the provision of the Services, and shall take all necessary steps to ensure that no photographs or video recordings shall at any time be taken or published or otherwise circulated by any third party including, but not limited to, any visitors to the Sites.

39.3 The Authority reserves the right to publish information about the performance of the Service Provider and/or any other information as it may deem appropriate (acting reasonably) in order to comply with its statutory obligations.

40. ARMY BRANDING

40.1 If required by the Authority, and subject to obtaining prior permissions from the Directorate of Intellectual Property Rights, the Authority shall authorise the Service Provider to use Ministry of Defence and Corps Brands/Logos, for the purposes of promoting the Army Apprenticeship Programme, subject to any instructions concerning their use that might be given from time to time by the Designated Officer.

40.2 Full instructions on how the images, obtained under the above condition, shall be used are contained in paragraphs 9 to 24 of the 'British Army Brand Identity Instructions' (BABII) which is accessed on <http://www.defencebrandportal.mod.uk>. On award of Contract the Service Provider shall log on to www.army.mod.uk/brandportal to register for use. Electronic versions of the permitted brands shall then be provided by the Authority once the necessary permissions have been granted.

40.3 The Service Provider must not use any MOD or Corps Brands/Logos without prior written permission from the Authority (Directorate of Intellectual Property Rights).

41. CONFIDENTIALITY

41.1 Neither party shall without the written consent of the other (save as required by this agreement) disclose any of the contents of this Contract to any Third Party save:

(in the case of both parties) for any necessary disclosure to professional advisers of that party;

41.1.1 (in the case of the Authority) to the ESFA or other organisation required to monitor its performance, including but not limited to, Awarding Bodies, Ofsted, Sector Skills Councils;

41.1.2 (in the case of both parties) when required to do so by a Statutory Body.

41.2 This Contract shall be subject to inspection and audit by the ESFA, Ofsted and other Government Agencies. The Service Provider shall be identified in any reports subsequently published in the public domain.

42. TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT)

42.1 Where the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) is applicable to any of the Service Provider's employees, the terms and conditions in Schedule 5 attached shall apply.

43. DEFAULT/STEP IN RIGHTS

43.1 Should the Service Provider fail or neglect to render any service required of them under the Contract, or fail or neglect to perform any obligation imposed on him thereby, the Authority shall (without prejudice to any other remedy for breach of Contract) be at liberty to exercise 'Step-In Rights' and make such other arrangements as it may think proper for the rendering of that service or the performance of that obligation and to recover from the Service Provider the extra costs, if any, thereby incurred from the Service Provider in accordance with DEFCON 514. Where the Authority is obliged to reintroduce its own personnel for the rendering of that service, the costs for their provision will be established at full repayment cost.

43.2 In the event that the Authority exercise Step-In Rights under Clause 46.1 of this Condition then the Authority shall use all reasonable endeavours to obtain the rendering of alternative services as economically as is possible in the prevailing circumstances.

44. DEFAULT & RECTIFICATION

44.1 The Authority's Commercial Desk Officer may, by notice in writing, summarily determine the Contract (without prejudice to its rights and remedies in respect of a breach by the Service Provider of any of the provisions hereof) in whole or part without compensation if in the opinion of the Authority the services or facilities provided by the Service Provider are not in all respects satisfactory and the Service Provider shall not have provided satisfactory services or facilities within the period as agreed between the parties, after notice has been given to the Service Provider specifying the matters in respect of which such services or facilities are regarded as

unsatisfactory and have therefore resulted in the issue of the termination notice to the Service Provider.

44.2 If the Service Provider rectifies the Service Provider Default within the time period specified in the termination notice, the termination notice will be deemed to be revoked and the Contract will continue.

44.3 In the case of a termination notice specifying a Service Provider Default which in the sole opinion of the Authority is capable of remedy the Service Provider shall be invited to put forward a rectification programme, within ten (10) Working Days of the date of the termination notice, for remedying the Service Provider Default (the "Rectification Programme") and detailing the timescales within which the Service Provider shall remedy the specified Service Provider Default. If the Rectification Programme provides for the Service Provider to remedy the Service Provider Default to the Authority or ESFA's satisfaction (as to which the Authority or ESFA shall be the sole judge) the Authority/ESFA shall accept the Rectification Programme and shall not be entitled to terminate the Contract (in whole or in part) in respect of the Service Provider Default for which the Termination Notice was originally served while the Service Provider is complying with the Rectification Programme in all material respects.

44.4 If, in the reasonable opinion of the Authority, the Service Provider fails to fulfil their full Contract obligations, which shall include the requirements of Schedule 1 (SOR), the Authority may issue a notice (a "**Notified Defect Notice**") to the Service Provider giving details of the relevant event or circumstances giving rise to the failure (a "**Notified Defect**") and, subject to 33.7 below, specifying a reasonable time within which the Service Provider must remedy the Notified Defect or take the necessary steps to ensure that it does not recur.

44.5 Subject to the Authority's right to take immediately such steps as it reasonably considers necessary in order to prevent, mitigate or eliminate an immediate and serious risk to health, safety, the environment, national security or to ensure the proper discharge of its statutory functions, the Service Provider must either:

44.5.1 Remedy the Notified Defect or take the necessary steps to ensure that it does not recur within the period specified in the Notified Defect Notice,
or

44.5.2 Within five (5) Working Days of the date of the Notified Defect Notice agree with the Authority (both Parties acting reasonably) an alternative period of time for rectification of the Notified Defect.

44.6 If the Service Provider fails to remedy the Notified Defect or take the necessary steps to ensure that it does not recur within the time specified in the Notified Defect Notice or any agreed alternative time period for rectification, the Authority may step-in in respect of the Notified Defect and:

44.6.1 without thereby avoiding or terminating this Contract or releasing the Service Provider from any pre-existing liabilities, suspend performance by the Service Provider of the Contract obligations, which shall include Schedule 1, as relate to the Notified Defect until the Authority has remedied the default; and

44.6.2 take or employ a Service Provider to take such steps in relation to the performance of the full Contract obligations as relate to the Notified Defect Notice as it may think fit in order to procure the performance of the obligations in accordance with the provisions of this Contract.

44.7 In exercising its step-in rights, the Authority shall:

44.7.1 use reasonable endeavours to procure that such rights are exercised in a manner causing as little disruption as reasonably possible to the Service Provider in its performance of its other obligations under this Contract; and

44.7.2 exercise such rights for no longer than is reasonably necessary to remedy the Notified Defect; and

44.7.3 promptly following rectification of the Notified Defect or the Authority being reasonably satisfied that the Service Provider is able to resume full responsibility for all Contract obligations, give written notice to the Service Provider of the Authority's intention to step-out specifying a date (which shall be as soon as reasonably practicable) from which the Service Provider will resume responsibility for performance of all of its obligations under this Service Provider.

44.8 The Service Provider shall reimburse to the Authority such costs as are reasonably and properly incurred by the Authority in exercising its step-in rights

together with a premium of 5% of such costs to reflect the Authority's administrative and management costs.

44.9 If the Authority exercises its step-in rights, it shall be entitled, for the period of such step-in by the Authority, to reduce the payments by such amount as is fair and reasonable to reflect the non-performance of the relevant obligations by the Service Provider (due account being taken of any sum recoverable from the Service Provider under Clause 33.10 above).

44.10 For the avoidance of doubt, the exercise by the Authority of its step-in rights in relation to any aspect of the Contract shall not relieve the Parties from performance of any obligations under this Contract relating to any other part of the Contract.

45. TERMINATION

45.1 The Authority and the Service Provider agree that the Contract shall be regarded as terminated if, at any time during the period in which the Contract subsists, there is a material adverse change in the amount or nature of the funding provided by ESFA, or if funding is no longer available from the ESFA or via the Defence Apprenticeship Levy account. In the event of any material adverse change or any cessation of funding, the Authority shall endeavour to provide the Service Provider with as much notice as that provided to the Authority by the ESFA/Defence Resources.

45.2 In the event of termination under the provisions of Condition 45.1 above, the Authority and the Service Provider agree that all costs of termination shall lie where they fall, and that neither the Authority nor the Service Provider shall have any claim against the other in respect of the termination.

45.3 Termination under the provisions of Condition 45.1 shall be entirely without prejudice to the rights of the Authority and the Service Provider that have accrued under the Contract up to the date of termination.

45.4 In the event that the ESFA requirements for the assessment of Apprenticeships against either Frameworks or Standards changes to the extent that it has a material change or impacts on the way in which the Contract is being delivered, the Authority will take a view on whether this would be a sufficiently substantial, material or adverse change necessitating re-negotiation or re-competition

of the contract; and in such circumstances, the Authority shall endeavour to provide the Service Provider with as much notice as that provided to the Authority by the ESFA.

45.5 In the event that a change to the Army career development strategy renders any or all of the Apprenticeship programmes covered by this Contract inappropriate for the career needs of the soldiers, the Authority shall have the right to require the Service Provider to cease enrolment of Learners onto any or all of the apprenticeship programmes. The cessation of enrolment shall be effective from the next intake of Soldiers into their Phase 2 Military training or at the end of the relevant academic year (31 July), at the discretion of the Authority. The Service Provider shall continue to support Learners already on programme to completion in accordance with the provisions of this Contract.

45.6 For the purposes of DEFCON 656A the Authority shall give the Service Provider 6 months' notice of Termination for Convenience.

45.7 Upon expiry or termination of the Contract, no liability to make payments by way of redundancy liability, wherever statutory or otherwise, shall accrue to the Authority.

45.8 On expiry or termination of the Contract, and following consultation with the Designated Officer, all personal information provided by the Authority or acquired by the Service Provider during the course of the Contract must either be returned to the Authority or else destroyed in accordance with directions issued by the Authority (whereby the Authority will require proof of destruction immediately on completion of the activity) within one month of the completion/termination date of the Contract.

46. DISPUTE RESOLUTION PROCEDURE

46.1 The Parties agree to adopt the Dispute Resolution Procedure detailed at Schedule 4 for any dispute arising under this Contract.

47. CO-OPERATION ON EXIT: ESFA AUDIT

47.1 Upon termination or natural expiry of this Contract, the Service Provider shall be subject to a full audit by the Authority's Provider Finance Assurance Team on behalf of the ESFA. The Service Provider shall cooperate fully with the Authority's

staff and with ESFA staff in the completion of such an audit.

48. TRANSITION

48.1 In addition to Schedule 5 TUPE, in the event of a transfer of responsibility of the Contract task from the Service Provider at the expiry or termination of the Contract or due to the Service Provider withdrawing from this Contract or goes into liquidation or administration, the Service Provider shall co-operate in the transfer under arrangements to be notified to him by the Authority. If such transfer of responsibility extends beyond the Contract period, the Service Provider shall undertake to provide, at fair and reasonable prices to be agreed in accordance with Condition 15, any such services regarded as a “Change” as may be required arising from the transfer of responsibility always provided that such services are within the capacity of the Service Provider’s organisation.

48.2 The transfer of responsibility shall be arranged so as to reduce to a minimum any interruption in the availability of services provided under the Contract and shall be undertaken in accordance with the agreed Transition Plan. The Transition Plan will be agreed between the Service Provider and the Authority and will include the activities listed in the Transition Activity Sheet at Annex C.

48.3 In the event the Service Provider is no longer able to provide all the deliverables in Schedule 1 (SOR) due to, but not limited to, financial difficulties, the Authority reserves the right to temporarily request another Service Provider to Step-In to deliver the Services in Schedule 1 while the Authority commences the re-let of this Contract. See Clause 48 in addition. In such circumstances, the transfer of responsibility will be conducted in accordance with an agreed Transition Plan that includes the activities listed in the Transition Activity Sheet at Annex B.

49. EXIT MANAGEMENT

49.1 In the event that either party triggers Exit, the parties shall follow the Exit Plan as detailed in Annex E – Exit Plan.

Appendix - Addresses and Other Information

1. Commercial Officer

Name: (Redacted – Personal Information)
Address: (Redacted – Personal Information)
Email: (Redacted – Personal Information)
☎ (Redacted – Personal Information)

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

Name: (Redacted – Personal Information)

Address: (Redacted – Personal Information)

Email: (Redacted – Personal Information)
☎ (Redacted – Personal Information)

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

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:

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

11. The Invoice Paying Authority

Ministry of Defence ☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags Fax: 0151-242-2809

Liverpool, L2 3YL

Website is:

<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management

PO Box 2, Building C16, C Site

Lower Arncott

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

Applications via fax or email: DESLCSLS-OpsFormsandPubs@mod.uk

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.dii.f.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

*** 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.

Annex A To Schedule 3**Army Apprenticeships Standard Operating Procedures (SOP's)**

Table 1

SOP Number	Title	Current Status
5	Funding Assurance Review	Available
11	Health & Safety Policy	Available
12	Quality Improvement Framework	Available
14	Army Self-Assessment Report and Quality Improvement Plan	Available
15	Ofsted	Available
16	Permission to Commence New Delivery	Available
17	Quality Framework for Observing Programme Delivery	Available
	Handbook to Support Management Boards	Available
	Army Safeguarding and Prevent Directive	Available

Current SOPs are available from the Army Apprenticeship Team

Annex B to Schedule 3

Payment Methodology

1. The Army Apprenticeship programme includes Apprenticeships run under the legacy Frameworks base approach (pre and post levy) and the new Standards based approach under levy funding. The pricing methodology will vary accordingly.

Payment for Apprentices enrolled on an apprenticeship on or before 30 Apr 17

2. For carry-in learners (learners enrolled under a previous contract that are still in learning, to be completed under new contract), enrolled onto an apprenticeship on or before 30 Apr 17, the Authority will pay the Service Provider 90% of the attributable funding received from the Education and Skills Funding Agency (ESFA) for each valid learner. The 10% claimed, by the Authority, from the ESFA for each apprenticeship is an agreed percentage which takes full account of the Army delivered elements and the individual apprentice's prior attainment. Note the Authority does not expect this to apply to many learners as the majority of apprenticeships are 12 -18 months in duration, however there may be learners who are on a 42 month programme who have not completed by the time of transition to the incoming contractor.

3. Payments will be made monthly after the Provider Finance Report has been validated. The payment will be based on an occupancy list of valid learners contained in the monthly Provider Finance Report generated by the ESFA which is derived from the monthly data submission from the Authority's MIS database.

4. If the Service Provider wishes to challenge the Financial Authority issued by the Army Apprenticeship team, they must inform the Authority. The basis of reconciliation shall be the Authority's MIS database and no other.

5. If a Provider Finance Assurance (PFA) audit by the ESFA results in a recovery of funding already received, the Authority shall reclaim that proportion of the funding attributable to any individual Service Provider from that Service Provider. In the event that funding errors identified by an ESFA PFA are deemed to be material by the ESFA and the funding clawback is extrapolated across the wider Army contract, the Authority shall recover the funding from those Service Providers whose data/learner file errors have contributed to the funding errors. This recovery shall be pro-rata by the proportion of errors contributing to the clawback.

Payment for Apprentices enrolled on an APPRENTICESHIP FRAMEWORK from 1 May 17

6. The Authority will pay the Service Provider the price specified for each Apprenticeship Framework listed on the Schedule 2, Part 1, Schedule of Requirement. The agreed price which applies at the soldier's enrolment onto the programme will continue to apply for the duration of the programme regardless of any changes in price or funding band maximum. This is the total price and includes any element of training and assessment that the Service Provider has agreed to deliver on behalf of the Authority.

7. The total price for Apprenticeship Frameworks does not include:

- a. Value Added Tax (VAT).
 - b. Any additional payments – see para 10.
 - c. The cost of delivering English or maths up to Level 2 – see para 11.
8. Additional Payments - 16 – 18-year-olds framework uplift. The ESFA will calculate 20% of the band maximum value as an uplift for frameworks which the Service Provider will earn in addition to the agreed price. The 20% uplift must be excluded from the total price agreed for apprentices enrolling on a framework from 01 May 17.
9. Payment for English and maths up to Level 2 will be at a set rate of 90% of the funding available for English and Maths from the ESFA for eligible qualifications. Eligible qualifications are listed on the ESFA Hub and referred to in the ESFA Funding Rules.
10. Monthly instalments. The Service Provider's earnings will be based on monthly instalments. There is a completion element for the apprenticeship of 20% of the agreed price. The monthly instalments are calculated from the remaining 80% and spread evenly over the planned duration of the apprenticeship, based on whether the apprentice is in learning on the last calendar day of every month. If an apprentice leaves early, for example they withdraw from the programme, the monthly instalments stop. There will not be a monthly instalment for the final month if the apprentice withdraws before the last day of the month in which the learning stops.
11. The uplift for 16- to 18-year-olds on frameworks will also be paid using the same pattern of monthly instalments. The uplift will be spread equally over the number of planned months for the apprenticeship, based on whether the apprentice is learning on the last day of each month. As with the apprenticeship payments, 20% of this amount will be withheld until the apprentice completes their programme.
12. For clarification, as an Employer-Provider, the Authority will retain the 16 – 18 Employer and Provider Incentives.
15. If a Provider Finance Assurance (PFA) audit by the ESFA results in a recovery of funding already received, the Authority shall reclaim that proportion of the funding attributable to any individual Service Provider from that Service Provider. In the event that funding errors identified by an ESFA PFA are deemed to be material by the ESFA and the funding clawback is extrapolated across the wider Army contract, the Authority shall recover the funding from those Service Providers whose data/learner file errors have contributed to the funding errors. This recovery shall be pro-rated by the proportion of errors contributing to the clawback.

Payment for Apprentices enrolled on an APPRENTICESHIP STANDARD from 1 May 17

15 The Authority will pay the Service Provider the price specified for each Apprenticeship Standard listed on the Schedule of Requirement. The agreed price which applies at the soldier's enrolment onto the programme will continue to apply for the duration of the programme regardless of any changes in price or funding band maximum. This is the total price and includes any element of training, assessment, End Point Assessment (EPA) preparation and administration that the Service Provider has agreed to deliver on behalf of the Authority. The total price does not

include the costs of delivering the EPA on apprenticeship standards, which are addressed via a separate contract.

17. The total price for each Apprenticeship Standard does not include:

- a. Value Added Tax (VAT).
- b. The cost of delivering English or maths up to Level 2 – see para 17.

18. Payment for English and maths up to Level 2 will be at a set rate of 90% of the funding available for English and Maths from the ESFA for eligible qualifications. Eligible qualifications are listed on the ESFA Hub and referred to in the ESFA Funding Rules.

19. Monthly instalments. The Service Provider's earnings will be based on monthly instalments. There is a completion element for the apprenticeship of 20% of the agreed price. The monthly instalments are calculated from the remaining 80% and spread evenly over the planned duration of the apprenticeship, based on whether the apprentice is in learning on the last calendar day of every month. If an apprentice leaves early, for example they withdraw from the programme, the monthly instalments stop. There will not be a monthly instalment for the final month if the apprentice withdraws before the last day of the month in which the learning stops.

20. For clarification, as an Employer-Provider, the Authority will retain the 16 – 18 Employer and Provider Incentives.

21. If a Provider Finance Assurance (PFA) audit by the ESFA results in a recovery of funding already received, the Authority shall reclaim that proportion of the funding attributable to any individual Service Provider from that Service Provider. In the event that funding errors identified by an ESFA PFA are deemed to be material by the ESFA and the funding clawback is extrapolated across the wider Army contract, the Authority shall recover the funding from those Service Providers whose data/learner file errors have contributed to the funding errors. This recovery shall be pro-rated by the proportion of errors contributing to the clawback.

Payment for Stand-Alone Functional Skills delivery

22. There may be an opportunity for the Service Provider to provide suitably qualified and experienced tutors to teach stand-alone Functional Skills courses, organised by the Army Education Service, to soldiers requiring Functional Skills for promotion. This is outside the apprenticeship delivery. This will be funded at a set rate, per programme of learning, to be agreed at the start of each Academic Year.

Transition between contractors and allocation of funding.

23. As part of the transition process the incoming and outgoing Service Providers (SP) are to agree the funding allocation draw down reflects the learner's achievement and remaining time on programme. This is to be cross referenced with a random sample of apprentices actual learning portfolios. Both SPs are to confirm to the Authority any areas of dispute. Where the funding draw down does not reflect the learner's achievement against the Standard, the Authority reserve the right to reclaim funding from the out-going SP to ensure the learner is funded to the completion of the programme, this includes all payments up to Gateway. On completion of the transition process both the incoming and outgoing SP are to sign the Apprenticeship

contact transition checklist confirming all actions are complete and the funding allocations agreed.

Eligibility of Soldiers for Funding

24. The forecast annual allocation shall be notified to the Service Provider in writing by the Authority's Army Apprenticeship team at the start of each funding year and will include the funding required for learners continuing in learning from the previous year. The Service Provider shall not exceed the financial allocation without the approval of the maxi-Board and written permission from the Authority. Any Learners who are recruited in excess of the agreed Maximum Contract Value or recruitment profile by the Service Provider without prior written permission will be completely unfunded and therefore, recruited at the Service Provider's own risk.

25. Funding from the ESFA or the Apprenticeship Levy shall be used to address the learning needs of the priority groups identified by the maxi-Board. The priority groups are as follows:

- a. PRIORITY 1a – Soldiers entering Initial Trade Training, enrolling on their first Army funded apprenticeship qualification.
- b. PRIORITY 1b – Soldiers transferring cap badge and undertaking Initial Trade Training who may have already started or completed an apprenticeship qualification with their previous employing cap badge. This category, subject to approval of the Authority, may also include those soldiers changing trade within their original cap badge.
- c. PRIORITY 2 – Soldiers undertaking a progression award at a higher level than an existing apprenticeship qualification obtained through the Army contract.
- d. PRIORITY 3 – Soldiers undertaking a second qualification at the same level as an existing apprenticeship qualification obtained through the Army contract.

Depending upon the availability of ESFA / Levy funding, the Authority reserves the right to change these priority groups.

26. The Maxi-Board / Pers Pol will decide regarding which groups of learners will be supported using ESFA or Levy funding. Any recruitment of learners outside those groups without the prior written permission of the maxi-Board shall be at the Service Provider's risk

Annex C to Schedule 3**CONTRACT TRANSITION PLAN**

Serial	Activity Area	Detailed Activity	Lead/Required	Comments
1.	Learner File Check	Army Apprenticeships provide full occupancy list	BSS	
2.		Outgoing contractor undertakes 100% file muster (both admin and educational files) and reports all discrepancies to Army Apprenticeships	Outgoing contractor	Report instances of soldiers listed with no files and files present for soldiers not listed
3.		Capbadge investigates status of any discrepancies	Capbadge	JPA search to identify if any soldier listed on the discrepancy report is still serving. If still serving, identify current unit, address and POC.
4.		All outgoing contractor assessor staff validate their individual case list and outgoing contractor reconciles the programme case list to rectified occupancy.	Outgoing contractor	
5.		Army Apprenticeships / Capbadge / Outgoing Contractor agree the final occupancy list	Capbadge, BSS, Outgoing contractor	
6.	Audit of learning / finance	Outgoing contractor annotates all files to the effect that “as at DD/MM/YYYY XXXXXXXX organisation assumed responsibility for the delivery of the programme”.	Outgoing contractor	
7.		Both contractors undertake audit of (minimum) 10% file sample to validate that % funding received matches % learning	BSS, Incoming contractor, Outgoing contractor	

		delivered. BSS audit staff to monitor process.		
8.		Both contractors undertake(minimum) 10% file sample to agree that the recorded achievement (partial and full achievement) is adequately supported by evidence (e.g. e-portfolio, copies of certificates)	BSS, Incoming contractor, Outgoing contractor	
9.		File handover to incoming contractor	Incoming contractor	Incoming contractor confirms in writing to BSS that all files have been accounted for .
10.		Incoming contractor certifies that all assessors (whether TUPE transfer or new staff) have confirmed case load and that case load can be validated against the final agreed occupancy list.	Incoming contractor	
11.	Admin	HOTO of all Government Furnished Assets	Authority rep, Outgoing contractor, Incoming contractor	
12.		Security passes for all staff no longer employed on apprenticeship contract	Outgoing contractor	
13.		Renew Security Passes for all staff transferred under TUPE	Incoming contractor	Passes are linked to contracts and need updating
14.		HOTO of any non-government assets agreed by the incoming and outgoing contractors.	Incoming contractor Outgoing contractor	
15.		Incoming contractor provides BSS with plan for provision of IT and other equipment on site.	Incoming contractor	
16.		Incoming contractor ensures log ins/ passwords are completed on Company	Incoming contractor	

		systems		
17.		IT and other resourcing plans are in place for TUPE assessment staff	Incoming contractor	
18.	MIS	BSS arranges for new logins/passwords and deletes logins/passwords for outgoing contractor staff	BSS	MAYTAS, Moodle
19.	Finance	Late notification data entry process agreed	All	Outgoing contractor needs access to Maytas centre to record any late-notified achievement
20.		Final reconciliation payments calculated for Outgoing contractor.	BSS, Outgoing contractor	
21.	Final HOTO Documents	Outgoing and incoming contractors sign off joint declaration to the effect that all aspects of the Transition Plan have been satisfactorily completed and that no outstanding issues remain open.		

**Appendix 1 of Annex C to
Schedule 3**

ARMY APPRENTICESHIPS – CONTRACT TRANSITION CERTIFICATE

The following contract transition activities have been conducted:

Se r	Activity	Outcome	Incomin g SP (initials)	Outgoin g SP (initials)	Authority (initials)
1.	Learner File Check				
2.		Files presented match the full occupancy list and no files are missing			
3.		All files are complete according to the AA provided checklist			
4.	Audit of Learning/Finance	All files annotated to reflect the effective date of handover to incoming contractor. This entry is to be made as to make it clear the point in learning at which the change of delivery responsibility occurred.			
5.		Audit of 10% file sample confirms broad balance between % funding received by outgoing SP and % of learning delivered.			
6.		Audit of 10% file sample confirms that recorded achievement is supported by portfolio evidence and certificates.			
7.	Admin	All Government Furnished Assets accounted for			
8.		Security passes/car permits for all outgoing staff not transferred via TUPE have been returned to Unit Security Officer			
9.		All security details for staff transferred under TUPE have been notified to Unit Security Officer for renewal of passes/security records			
10.		Action to amend DBR records for all staff transferred under TUPE is underway			
11.	MIS	BSS notified of requirement for new MAYTAS logins and logins to be deleted			
12.	Finance	Late notification data entry process agreed.			

Contract transition declaration

Incoming and outgoing Service Providers confirm that all aspects of the transition plan have been completed satisfactorily and that no outstanding issues remain open.

Signature..... Signature.....

Date Date

Name (Blocks)..... Name (Blocks).....

Position..... Position.....

Organisation..... Organisation.....

Annex D to Schedule 3

Personal Data Particulars**DEFFORM 532**

Edn 06/10

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

Data Controller	<p>The Data Controller is the Secretary of State for Defence (the Authority).</p> <p>The Personal Data will be provided by:</p> <p><i>Data Subjects on enrolment to the apprenticeship programme</i></p>
Data Processor	<p>The Data Processor is the Contractor.</p> <p>The Personal Data will be processed at:</p> <p><i>Sir Henry Guldeford Building, Southwick Park, Nr Fareham, Hampshire, PO17 6EJ; Contact: (Redacted – Personal Information)</i></p> <p><i>In certain circumstances, e.g. lockdown during pandemic, data may be processed remotely from these locations.</i></p>
Data Subjects	<p>The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects: <i>Royal Navy Police, Royal Military Police and Military Provost Staff Apprentices</i></p>
Categories of Data	<p>The Personal Data to be processed under the Contract concern the following categories of data: <i>Name, Date of Birth, Service Number, National Insurance Number, Prior Academic Achievement, Progress Reviews, Unique Learner Number, Enlistment Data, Capbadge, Unit</i></p>
Special Categories of data (if appropriate)	<p>The Personal Data to be processed under the Contract concern the following Special Categories of data: <i>Gender, Ethnicity, Learning Disability and Difficulties</i></p>
Subject matter of the processing	<p>The processing activities to be performed under the contract are as follows: <i>see Clause 32 Data Management of Schedule 3 Terms and Conditions</i></p>
Nature and the purposes of the Processing	<p>The Personal Data to be processed under the Contract will be processed as follows: <i>see Clause 32 Data Management of Schedule 3 Terms and Conditions</i></p>
Technical and organisational measures	<p>The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract: <i>see Clauses 33 Security, 34 Cyber Security and 35 Data Protection of Schedule 3 Terms and Conditions.</i></p> <p><i>According to Clause 34.1 of Schedule 3 the Cyber Risk Level is LOW. Def Stan 05-138 Annex A states the controls that are required.</i></p>

	<p><u>Governance</u></p> <p><i>Relevant information security roles and responsibilities have been defined in the BIG Security and Information Assurance Organisation Policy and are assigned at Group, Sector, Business Unit and Contract levels.</i></p> <p><i>The BIG Supply Chain Cyber Security Policy details how information security risks within the supply chain are addressed.</i></p> <p><u>Security Culture and Awareness</u></p> <p><i>All functions have sufficient and appropriately qualified resources to manage the establishment, implementation and maintenance of information security as documented in the BIG Security and Information Assurance Organisation Policy.</i></p> <p><i>Employee (including contractor) responsibilities for information security are defined in the BIG Security and Information Assurance Organisation Policy.</i></p> <p><i>The BIS Information Security Management System (ISMS) Manual (Section 7.3) details the information security training that must be undertaken by all employees and contractors.</i></p> <p><u>Information Asset Security</u></p> <p><i>The BIG Information Classification Policy states how sensitive information must be clearly identified.</i></p> <p><i>The BIG IT User Access Policy defines how access to information is controlled and the BIG Management of Secure Areas Policy defines how access to information processing facilities are controlled.</i></p> <p><u>Info-Cyber Systems Security</u></p> <p><i>Cyber Essentials Scheme Plus Certification is held by Babcock and is renewed on an annual basis – certificate available on request.</i></p> <p><i>The BIG Removable Media Handling Policy defines how the exchanging of information via removable media is controlled.</i></p> <p><i>Babcock has a documented Information Security Policy, and a series of related processes and procedures, in place.</i></p> <p><i>The scope and configuration of the information technology estate is documented in the BIS Information Security Management System (ISMS) Manual (Section 4).</i></p> <p><i>The BIS Access Control Policy defines how to manage the access rights of user accounts.</i></p> <p><u>Personnel Security</u></p> <p><i>The BIG IT User Access Policy states how an individual's credentials are verified prior to employment.</i></p> <p><i>The BIG Security Incident Management Policy (Section 3) defines the process for employees and contractors to report violations of information security policies and procedures without fear of recrimination.</i></p>
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	<p><i>The BIG Security Incident Management Policy (Section 7) states that disciplinary procedures may be taken against employees who violate information security policies or procedures.</i></p> <p><u><i>Security Incident Management</i></u></p> <p><i>The BIG Security Incident Management Policy defines the processes for the detection of, resolution of and recovery from security incidents.</i></p>
<p>Instructions for disposal of Personal Data</p>	<p>The disposal instructions for the Personal Data to be processed under the Contract are as follows (where Disposal Instructions are available at the commencement of Contract): <i>learning information will be retained in accordance with ESFA requirements. The Personal Data is processed in the Authority's Management Information System so will already be in the possession of the Controller.</i></p>
<p>Date from which Personal Data is to be processed</p>	<p>Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here: <i>N/A</i></p>

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

Annex E to Schedule 3

EXIT PLAN

1. DEFINITIONS

In this Schedule, the following definitions shall apply:

“Emergency Exit” any termination of this Agreement which is a:

(a) termination of the whole or part of this Agreement in accordance with Clause 45 (Termination), except where the period of notice given under that Clause is greater than or equal to 6 months;

(b) termination of the provision of the Services for any reason prior to the expiry of any period of notice of termination served pursuant to Clause 45 (Termination); or

(c) wrongful termination or repudiation of this Agreement by either Party;

“Ordinary Exit” any termination of the whole or part of this Agreement which occurs:

pursuant to Clause 45 (Termination) where the period of notice given by the Party serving notice to terminate pursuant to such Clause is greater than or equal to 6 months; or

as a result of the expiry of the Initial Term or any Extension Period;

2. EXIT PLAN

2.1 The Supplier shall, within 3 months after the Effective Date, deliver to the Authority an Exit Plan which:

(a) sets out the Supplier's proposed methodology for achieving an orderly transition of the relevant Services from the Supplier to the Authority and/or its Replacement Supplier on Partial Termination, expiry or termination of this Agreement;

(b) complies with the requirements set out in Paragraph 2.2;

(c) is otherwise reasonably satisfactory to the Authority.

2.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan.

If the Parties are unable to agree the contents of the Exit Plan within 20 Working

Days of its submission, then such Dispute shall be resolved in accordance with the

Dispute Resolution Procedure (Schedule 4).

2.3 The Exit Plan shall set out, as a minimum:

(a) how the Exit Information is obtained;

(b) separate mechanisms for dealing with Ordinary Exit and Emergency Exit, the provisions relating to Emergency Exit being prepared on the assumption that the Supplier may be unable to provide the full level of assistance which is required by the provisions relating to Ordinary Exit, and in the case of Emergency Exit, provision for the supply by the Supplier of all such reasonable assistance as the Authority shall require to enable the Authority or its subcontractors to provide the Services;

(c) a mechanism for dealing with Partial Termination on the assumption that the Supplier will continue to provide the remaining Services under this Agreement;

(d) the management structure to be employed during both transfer and cessation of the Services in an Ordinary Exit and an Emergency Exit;

(e) the management structure to be employed during the Termination Assistance Period;

(f) a detailed description of both the transfer and cessation processes, including a timetable, applicable in the case of an Ordinary Exit and an Emergency Exit;

(g) how the Services will transfer to the Replacement Supplier and/or the Authority, including details of the processes, documentation, data transfer, systems migration, security and the segregation of the Authority's technology components from any technology components operated by the Supplier or its

Sub-contractors (where applicable);

(h) the scope of the Termination Services that may be required for the benefit of the Authority;

(i) a timetable and critical issues for providing the Termination Services;

(j) any charges that would be payable for the provision of the Termination Services (calculated in accordance with the methodology that would apply if such Services were being treated as a Contract Change), together with a capped estimate of such charges;

(k) how the Termination Services would be provided (if required) during the Termination Assistance Period;

(l) procedures to deal with requests made by the Authority and/or a Replacement Supplier for Staffing Information pursuant to Schedule 5 (TUPE); and

(m) how each of the issues set out in this Schedule will be addressed to facilitate the transition of the Services from the Supplier to the Replacement Supplier and/or the Authority with the aim of ensuring that there is no disruption to or degradation of the Services during the Termination Assistance Period.

2.4 The Parties acknowledge that the migration of the Services from the Supplier to the Authority and/or its Replacement Supplier may be phased, such that certain of the Services are handed over before others.

2.5 The Supplier shall review and (if appropriate) update the Exit Plan on a basis consistent with the principles set out in this Clause in the first month of each Contract Year (commencing with the second Contract Year) and if requested by the Authority following the occurrence of a Financial Distress Event, within 14 days of such request, to reflect any changes in the Services that have occurred since the Exit Plan was last agreed. Following such update the Supplier shall submit the revised Exit Plan to the Authority for review. Within 20 Working Days following submission of the revised Exit Plan, the Parties shall meet and use reasonable endeavours to

agree the contents of the revised Exit Plan. If the Parties are unable to agree the contents of the revised Exit Plan within that 20 Working Day period, such dispute shall be resolved in accordance with the Dispute Resolution Procedure.

Finalisation of the Exit Plan

- 2.6 Within 20 Working Days after service of a Termination Notice by either Party or 6 months prior to the expiry of this Agreement, the Supplier will submit for the Authority's approval the Exit Plan in a final form that could be implemented immediately. The final form of the Exit Plan shall be prepared on a basis consistent with the principles set out in this Schedule and shall reflect any changes in the Services that have occurred since the Exit Plan was last agreed.
- 2.7 The Parties will meet and use their respective reasonable endeavours to agree the contents of the final form of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within 20 Working Days following its delivery to the Authority then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure. Until the agreement of the final form of the Exit Plan, the Supplier shall provide the Termination Services in accordance with the principles set out in this Schedule and the last approved version of the Exit Plan (insofar as relevant).

Ministry of Defence

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701551754**



**THE DELIVERY OF APPRENTICESHIPS TO
THE ROYAL NAVY POLICE , THE ROYAL MILITARY POLICE AND
THE MILITARY PROVOST STAFF**

SCHEDULE 4

DISPUTE RESOLUTION PROCEDURE

Schedule 4

Dispute Resolution Procedure

1. PERSONNEL POLICY BRANCH DISPUTE RESOLUTION GROUP

- 1.1 If a disagreement arises whether before or after termination of the Contract and it cannot be resolved at the operational level, then the matter must first be referred to the Personnel Policy Branch Dispute Resolution Group (Pers Pol DRG). The Pers Pol DRG must meet in accordance with Annex A to this Schedule.
- 1.2 If the disagreement is resolved by the Pers Pol DRG, the resolution of the disagreement must be recorded in writing in an appropriate legally binding form and such form must bear the signature of two Authority Representatives and two Service Provider Representatives, and such resolution shall be final and binding on the Parties.
- 1.3 If discussions in the Pers Pol DRG result in or, if implemented would result in a proposed change to the Contract or commitment to additional expenditure or any other matter affecting the Contract the proposed change must be submitted to the Service Provider and the Authority for approval.
- 1.4 Any recommendations made by the Pers Pol DRG and approved in the manner identified in Clause 1.3 must be complied with by the Parties.
- 1.5 If the Pers Pol DRG is unable to resolve the disagreement the matter shall be deemed to be a dispute and shall be dealt with in accordance with the Adjudication Procedure at Clause 2 of this Schedule.

2. REFERRAL TO ADJUDICATION

- 2.1 If the Pers Pol DRG is unable to resolve the Dispute then either Party may refer the matter to adjudication in accordance with the provisions set out below.

- 2.2 The Adjudicator nominated to consider a Dispute referred to him shall be selected on a strictly rotational basis from the relevant panel of experts appointed in accordance with Clause 3 below.

3. SELECTION OF THE ADJUDICATION PANEL

- 3.1 There shall be a panel of experts whom shall be wholly independent of the Service Provider, the Authority, any End Point Assessors and any of the major competitors of the Service Provider. The panel shall be agreed to by the Parties within one month of the Contract signature.
- 3.2 If any member of the panel resigns during the Contract, a replacement expert shall be appointed jointly by the Service Provider and the Authority as soon as practicable.
- 3.3 If the Authority and the Service Provider are unable to agree on the identity of the experts to be appointed to the panel, the President of the Chartered Institute of Arbitrators shall appoint such expert(s) within thirty (30) days of any application for such appointment by either Party.
- 3.4 If the Adjudicator is either unwilling or unable to accept such appointment then the next Adjudicator on the Panel will be appointed. The process will be repeated until an Adjudicator is found who accepts the appointment. If none of the Adjudicators on the relevant Panel accepts the appointment then unless the Parties are able to agree upon the appointment of another Adjudicator the Chairman of the Chartered Institute of Arbitrators will be requested to make an appointment within five (5) days of receiving a request to do so.

4. ADJUDICATION PROCEDURE

- 4.1 Within seven (7) days of appointment in relation to a particular dispute, the Adjudicator shall require the Parties to submit in writing their respective

arguments. The Adjudicator shall, in his absolute discretion, consider whether a hearing is necessary in order to resolve the dispute.

- 4.2 In any event, the Adjudicator shall provide to both Parties his written decision on the dispute, within twenty eight (28) days of appointment (or such other period as the Parties may agree after the reference, or forty two (42) days from the date of reference if the Party which referred the dispute agrees). Unless requested by either Party the Adjudicator shall not state any reasons for his decision. Unless and until revised, cancelled or varied by the Arbitrator, the Adjudicator's decision shall be binding on both Parties who shall forthwith give effect to the decision.
- 4.3 The Adjudicator's costs of any reference shall be borne as the Adjudicator shall specify or, in default, equally by the Parties. Each Party shall bear its own costs arising out of the reference, including legal costs and the costs and expenses of any witnesses.
- 4.4 The Adjudicator shall be deemed not to be an arbitrator but shall render his decision as an expert and the provisions of the Arbitration Act 1996 and the law relating to arbitration shall not apply to the Adjudicator or his determination or the procedure by which he reached his determination.
- 4.5 The Adjudicator shall act impartially and may take the initiative in ascertaining the facts and the law. The Adjudicator shall have the power to open up, review and revise any opinion, certificate, instruction, determination or decision of whatever nature given or made under this Contract.
- 4.6 All information, data or documentation disclosed or delivered by a Party to the Adjudicator in consequence of or in connection with his appointment as Adjudicator shall be treated as confidential. The Adjudicator shall not disclose to any person or company any such information, data or documentation and all such information, data or documentation shall remain the property of the Party disclosing or delivering the same and all copies shall be returned to such Party on completion of the Adjudicator's work.

- 4.7 The Adjudicator is not liable for anything done or omitted in the discharge or purported discharge of his functions as Adjudicator unless the act or omission is in bad faith. Any employee or agent of the Adjudicator is similarly protected from liability.
- 4.8 If:
- 4.8.1 either Party is dissatisfied with or otherwise wishes to challenge the Adjudicator's decision and the Dispute has a value in excess of £200K;
- or
- 4.8.2 both Parties disagree unequivocally with the Adjudicator's decision, then either Party may (within sixty (60) days of receipt of the Adjudicator's decision, where appropriate) notify the other Party of its intention to refer the dispute to arbitration. Such notification shall invite the other Party to concur in the appointment of a sole arbitrator who shall be a solicitor, barrister or arbitrator recognised by the Chartered Institute of Arbitrators of not less than 10 years' standing (the Arbitrator). If the Parties are unable within fourteen (14) days to agree the identity of the Arbitrator either Party may request the Chairman of the Chartered Institute of Arbitrators to make the appointment.
- 4.9 The Arbitrator's decision shall be final and binding on the Parties, subject to 4.10 below.
- 4.10 If the Arbitrator's decision results in or, if implemented would result in, a proposed change to the Contract or commitment to additional or reduced expenditure or any other matter affecting the Contract the proposed change must be submitted to the Service Provider and the Authority for approval.

5. CONTINUING WITH CONTRACT OBLIGATIONS

- 5.1 Unless the Contract has already been terminated, the Service Provider shall, notwithstanding the existence of any disagreement (whether or not it is deemed to be a Dispute), in every case continue to proceed with the Services

and meeting the Contract obligations, including the requirements of Schedule 1 (SOR) (except insofar as both Parties agree that it would not be in the best interests of the Contract as a whole for the Service Provider so to continue) with all due diligence, and the Parties must continue to comply with all their obligations under the Contract, regardless of the nature of the disagreement or Dispute and notwithstanding the referral of the disagreement or Dispute for resolution according to the procedures permitted under this Schedule 4.

- 5.2 The continued performance by each Party of its obligations as aforesaid shall not constitute nor be relied upon by the other Party as a waiver of any alleged rights or operate as acquiescence or estoppel in relation to or otherwise prejudice or diminish such rights to the extent that they are the subject of the disagreement or Dispute.

**STANDARD OPERATING PROCEDURES OF
THE PERSONNEL POLICY BRANCH DISPUTE RESOLUTION GROUP**

1. FUNCTION

- 1.1 The Personnel Policy Branch Dispute Resolution Group (Pers Pol DRG) is a forum for the resolution of Disputes arising between the Authority and the Service Provider in accordance with the provisions of Schedule 4 (Dispute Resolution Procedures). It has no powers in relation to this Contract or any of the Contract documents save as provided below.

2. PROCEDURES

- 2.1 Either Party is entitled by written notice to require the Pers Pol DRG to meet within five (5) Working Days of receipt of the notice with a view to resolving the disagreement.
- 2.2 The Service Provider and the Authority agree that:
- 2.2.1 a quorum of the Pers Pol DRG consists of two of the Authority's Representatives (one of whom must be the Authority's Commercial Manager and one to be either the DO or SO) and two of the Service Provider's Representatives (one of whom must be the Service Provider's Commercial Manager). All of the Authority's Representatives and the Service Provider's Representatives are authorised to attend any such meeting;
- 2.2.2 if a quorum will not be present at a particular meeting of the Pers Pol DRG must be reconvened within five (5) Working Days after the date of the inquorate meeting. The Authority and the Service Provider must each use reasonable endeavours to ensure that all meetings are quorate;

- 2.2.3 the Chairman of the Pers Pol DRG will always be an Authority Representative;
- 2.2.4 an agenda of items to be discussed by the Pers Pol DRG must be notified to the Authority's and Service Provider's Representatives at the time the meeting is called by the Party that called the meeting;
- 2.2.5 representatives of third parties may attend the Pers Pol DRG meeting or any part thereof with the consent of any of the Authority's Representatives and the Service Provider's Representatives such consent not to be unreasonably withheld or delayed;
- 2.2.6 for the purposes of taking minutes of the meetings the Service Provider's Representatives shall be entitled to be accompanied by a secretarial assistant;
- 2.2.7 all meetings of the Pers Pol DRG shall be held at Andover unless the Parties agree otherwise.
- 2.3 If it is not possible for the Pers Pol DRG to resolve the disagreement at the initial meeting either Party is entitled by written notice to require the Pers Pol DRG to meet again within ten (10) Working Days of receipt of the original notice.
- 2.4 During the period of such notice, the representatives of the Service Provider and the Authority must seek, from the Party by which they are appointed, the power and authority to resolve the disagreement.
- 2.5 The Service Provider shall ensure that minutes of each Pers Pol DRG meeting are prepared and circulated to all attendees within one week of the date of the relevant meeting.
- 2.6 Two copies of each set of minutes are to be signed by one of the Authority's Representatives and one of the Service Provider's Representatives to acknowledge that the minutes are a true reflection of the business conducted at that meeting and one copy of the minutes will be retained by each of the Authority and the Service Provider.

- 2.7 For the avoidance of doubt, the presence of such signatories on any such minutes will not render such minutes "an appropriate legally binding form", for the purposes of Clause 1.2 of this Schedule and will not bind the Authority or the Service Provider.

3. COSTS

- 3.1 The Service Provider and Authority agree that all direct costs of their respective Representatives and invitees (including in the case of the Service Provider, the cost of secretarial support) of attending such meetings shall be borne by the Party incurring the cost.

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**THE DELIVERY OF APPRENTICESHIPS TO
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SCHEDULE 5

TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT)

PART 1 - EMPLOYEE TRANSFER ARRANGEMENTS ON ENTRY

1 DEFINITIONS

- 1.1 In this Schedule 5 Part 1, save where otherwise provided, words and terms defined in Schedule 1 (Definitions) of the Contract shall have the meaning ascribed to them in Schedule 1 (Definitions) of the Contract.
- 1.2 Without prejudice to Schedule 1 (Definitions) of the Contract, in this Schedule 5 Part 1 unless the context otherwise requires:

"Data Protection Legislation" means: (i) Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the **"General Data Protection Regulation"**); (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and (iii) all applicable Law about the processing of personal data and privacy;

"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 Babcock International Group;

"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.

2 PREVIOUS CONTRACTOR EMPLOYEES

2.1 Employee Information

- 2.1.1 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 Schedule 5 Part 1 in respect of Previous Contractor Employees to the extent that such information has been provided to the Authority by the Previous Contractor.
- 2.1.2 The Authority shall provide the Contractor with any update to the information provided under paragraph 2.1.1 as soon as is reasonably practicable, to the extent that such information has been provided to the Authority by the Previous Contractor.
- 2.1.3 The Contractor shall provide any information provided to it by the Authority pursuant to paragraph 2.1.1 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.
- 2.1.4 Paragraph 2.1.1 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 2.1.1 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 2.1.1 above, the Authority shall provide full data no later than 28 days prior to the Relevant Transfer.
- 2.1.5 The Authority does not warrant the accuracy of the information provided under paragraph 2.1.1.

2.2 Obligations in respect of Previous Contractor Employees

- 2.2.1 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.
- 2.2.2 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.
- 2.2.3 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.
- 2.2.4 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.

2.3 Indemnities

2.3.1 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:

- (a) any breach by the Contractor and/or any Employing Sub-Contractor of their obligations under Regulation 13 of the Transfer Regulations;
- (b) 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
- (c) any collective agreement or any arrangement with any trade union or staff association after the Relevant Transfer Date.
- (d) Any variations or proposed variations to any Previous Contractor Employee's terms and conditions of employment pursuant to regulations 4(5) and 4(5B).

3 GENERAL PROVISIONS APPLICABLE TO PREVIOUS CONTRACTOR EMPLOYEES AND CONTRACTOR PERSONNEL

3.1 Contractor Indemnity

3.1.1 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.

3.2 Post Transfer Reporting

3.2.1 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:

- (a) any proposed, agreed or imposed changes to terms and conditions of service;
- (b) disputes relating to compliance with the Transfer Regulations which are regarded as unresolved by a recognised Trade Union;
- (c) any court action or tribunal proceedings relating to compliance with the Transfer Regulations;
- (d) completed court action or tribunal proceedings relating to compliance with the Transfer Regulations; and
- (e) out of court settlements relating to compliance with the Transfer Regulations if possible having regard to the wording of the settlement.

PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS AGREEMENT

PART A

1. Pursuant to paragraph 2.1.1 of this Schedule 5 Part 1, 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:

1.1 Personal, Employment and Career

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

1.2 Performance Appraisal

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

1.3 Superannuation and Pay

- a) Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken within the last two years;
- b) Annual salary and rates of pay band/grade;
- c) Shifts, unsociable hours or other premium rates of pay;
- d) Overtime history for the preceding twelve-month period;
- e) Allowances and bonuses for the preceding twelve-month period;
- f) Details of outstanding loan, advances on salary or debts;
- g) Cumulative pay for tax and pension purposes;
- h) Cumulative tax paid;
- i) National Insurance Number;
- j) National Insurance contribution rate;
- k) Other payments or deductions being made for statutory reasons;
- l) Any other voluntary deductions from pay;
- m) Pension Scheme Membership;
- n) For pension purposes, the notional reckonable service date;
- o) Pensionable pay history for three years to date of transfer;
- p) Percentage of any pay currently contributed under additional voluntary contribution arrangements; and
- q) Percentage of pay currently contributed under any added years arrangements.

1.4 Medical

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

1.5 Disciplinary

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

1.6 Further information

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

Part B

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

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

PART 2 – STAFF TRANSFER ARRANGEMENTS ON EXIT

1. DEFINITIONS

1.1 In this Schedule 5 Part 2, save where otherwise provided, words and terms defined in Schedule 1 (Definitions) or Schedule 5 Part 1 of the Contract shall have the meaning ascribed to them in Schedule 1 (Definitions) or Schedule 5 Part 1 of the Contract.

1.2 Without prejudice to Schedule 1 (Definitions) of the Contract or Schedule 5, Part 1, in this Schedule 5 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 .

2. EMPLOYMENT

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

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

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

- (b) supply to the Authority such full and accurate and up-to-date information as may be requested by the Authority including the information listed in Appendix 1 to this Schedule 5 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;
 - (c) provide the information promptly and in any event not later than three months from the date when a request for such information is made and at no cost to the Authority;
 - (d) acknowledge that the Authority will use the information for informing any prospective New Provider for any services which are substantially the same as the Services or part of the Services provided pursuant to this Contract;
 - (e) inform the Authority of any changes to the information provided under paragraph 2.1.1(a) or 2.1.1(b) up to the Subsequent Transfer Date as soon as reasonably practicable.
- 2.1.2 Three months preceding the termination, partial termination or expiry of this Contract or on receipt of a written request from the Authority the Contractor shall:
- (a) ensure that Employee Liability Information and such information listed in Part A of Appendix 2 of Part 2 of this Schedule 5 (Personnel Information) relating to the Subsequent Transferring Employees is provided to the Authority and/or any New Provider;
 - (b) inform the Authority and/or any New Provider of any changes to the information provided under this Paragraph 2.1.2 up to any Subsequent Transfer Date as soon as reasonably practicable;
 - (c) enable and assist the Authority and/or any New Provider or any sub-contractor of a New Provider to communicate with and meet those employees and their trade union or other employee representatives.
- 2.1.3 No later than 28 days prior to the Subsequent Transfer Date the Contractor shall provide the Authority and/or any New Provider with a final list of the Subsequent Transferring Employees together with the information listed in Part B of Appendix 2 of Part 2 of this Schedule 5 (Personnel Information) relating to the Subsequent Transferring Employees. The Contractor shall inform the Authority and/or New Provider of any changes to this list or information up to the Subsequent Transfer Date.
- 2.1.4 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 of this Schedule 5 in respect of Subsequent Transferring Employees.

- 2.1.5 Paragraphs 2.1.1 and 2.1.2 of this Appendix are subject to the Contractor's obligations in respect of the Data Protection Legislation and the Contractor shall use its best endeavours to obtain the consent of its employees (and shall procure that its Sub-Contractors use their best endeavours to obtain the consent of their employees) to the extent necessary under the Data Protection Legislation or provide the data in an anonymous form in order to enable disclosure of the information required under paragraphs 2.1.1 and 2.1.2. Notwithstanding this paragraph 2.1.4, the Contractor acknowledges (and shall procure that its Sub-Contractors acknowledge) that they are required to provide sufficient information to the Authority to enable the Authority to determine the nature of the activities being undertaken by employees engaged in providing the Services, to assess whether there is an organised grouping for the purposes of the Transfer Regulations and to assess who is assigned to such organised grouping. To the extent that anonymous data has been provided by the Contractor pursuant to its obligations under Paragraph 2.1.1 or 2.1.2 above, the Contractor shall provide full data to the Authority no later than 28 days prior to the Subsequent Transfer Date.
- 2.1.6 On notification to the Contractor by the Authority of a New Provider or within the period of six months prior to the Termination Date or after service of a notice to terminate this Contract (whether in whole or in part), whichever is earlier and in any event on receipt of a written request by the Authority, the Contractor shall not and shall procure that an Employing Sub-Contractor shall not:
- (a) materially amend or promise to amend the rates of remuneration or other terms and conditions of employment of any person wholly or mainly employed or engaged in providing the Services under this Contract; or
 - (b) replace or re-deploy from the Services any person wholly or mainly employed or engaged in providing the Services, or materially increase or decrease the number of persons performing the Services under this Contract or the working time spent on the Services (or any part thereof); or
 - (c) reorganise any working methods or assign to any person wholly or mainly employed or engaged in providing the Services (or any part thereof) any duties unconnected with the Services (or any part thereof) under this Contract; or
 - (d) terminate or give notice to terminate the employment of any person wholly or mainly employed or engaged in providing the Services (or any part thereof) under this Contract other than in the case of serious misconduct or for poor performance,

save in the ordinary course of business and with the prior written consent of the Authority (not to be unreasonably withheld or delayed) and the Contractor shall indemnify and keep indemnified the Authority in respect of any reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any breach of paragraphs 2.1.1, 2.1.2, 2.1.3, 2.1.4 or 2.1.6 of this Schedule 5 Part 2.

- 2.1.7 The Authority may at any time prior to the period set out in paragraph 2.1.5 of this Schedule 5 Part 2 request from the Contractor any of the information in sections 1(a) to (d) of Appendix 1 and the Contractor shall and shall procure any Sub-Contractor will provide the information requested within 28 days of receipt of that request.

2.2 **Obligations in Respect of Subsequent Transferring Employees**

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

- (a) before and in relation to the Subsequent Transfer Date liaise with each other and shall co-operate with each other in order to implement effectively the smooth transfer of the Subsequent Transferring Employees to the Authority and/or a New Provider; and
- (b) comply with their respective obligations under the Transfer Regulations including their obligations to inform and consult under Regulation 13 of the Transfer Regulations.

2.3 **Unexpected Subsequent Transferring Employees**

- 2.3.1 If a claim or allegation is made by an employee or former employee of the Contractor or any Employing Sub-Contractor who is not named on the list of Subsequent Transferring Employees provided under paragraph 2.1.3 (an "**Unexpected Subsequent Transferring Employee**") that he has or should have transferred to the Authority and/or New Provider by virtue of the Transfer Regulations, the Party receiving the claim or allegation shall notify the other Party (or the Contractor shall notify the Authority on the Sub-Contractor's behalf and the Authority shall notify the Contractor on the New Provider's behalf) in writing as soon as reasonably practicable and no later than ten Business Days after receiving notification of the Unexpected Subsequent Transferring Employee's claim or allegation, whereupon:

- (a) the Contractor shall (or shall procure that the Employing Sub-Contractor shall), as soon as reasonably practicable, offer and/or confirm continued employment to the Unexpected Subsequent Transferring Employee or take such other steps so as to effect a written withdrawal of the claim or allegation; and
- (b) if the Unexpected Subsequent Transferring Employee's claim or allegation is not withdrawn or resolved the Contractor shall notify the Authority (who will notify any New Provider who is a party to such claim or allegation), and the Authority (insofar as it is permitted) and/or New Provider (as appropriate) shall employ the Unexpected Subsequent Transferring Employee or as soon as reasonably practicable, (subject to compliance with its obligations at paragraph 2.3.1(c)(iii)), serve notice to terminate the Unexpected Subsequent Transferring Employee's employment in accordance with his contract of employment; and

- (c) the Contractor shall indemnify the Authority against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any of the following liabilities incurred by the Authority or New Provider in dealing with or disposing of the Unexpected Subsequent Transferring Employee's claim or allegation:
- (i) any additional costs of employing the Unexpected Subsequent Transferring Employee up to the date of dismissal where the Unexpected Subsequent Transferring Employee has been dismissed in accordance with paragraph 2.3.1(b);
 - (ii) any liabilities acquired by virtue of the Transfer Regulations in relation to the Unexpected Subsequent Transferring Employee;
 - (iii) any liabilities relating to the termination of the Unexpected Subsequent Transferring Employee's employment but excluding such proportion or amount of any liability for unfair dismissal, breach of contract or discrimination attributable:
 - (A) to a failure by the Authority or a New Provider to act reasonably to mitigate the costs of dismissing such person);
 - (B) directly or indirectly to the procedure followed by the Authority or a New Provider in dismissing the Unexpected Transferee; or
 - (C) to the acts/omissions of the Authority or a New Provider not wholly connected to the dismissal of that person;
 - (iv) any liabilities incurred under a settlement of the Unexpected Subsequent Transferring Employee's claim which was reached with the express permission of the Contractor (not to be unreasonably withheld or delayed);
 - (v) reasonable administrative costs incurred by the Authority or New Provider in dealing with the Unexpected Subsequent Transferring Employee's claim or allegation, subject to a cap per Unexpected Subsequent Transferring Employee of £5,000; and
 - (vi) legal and other professional costs reasonably incurred;

2.3.2 the Authority shall be deemed to have waived its right to an indemnity under paragraph 2.3.1(c) if it fails without reasonable cause to take, or fails to procure any New Provider takes, any action in accordance with any of the timescales referred to in this paragraph 2.3.

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

- 2.4.1 If on the expiry, termination or partial termination of the Contract there is a Subsequent Relevant Transfer, the Contractor shall indemnify the Authority and any New Provider against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any claim by any employee or trade union representative or employee representative arising whether before or after the Subsequent Transfer Date out of any failure by the Contractor or any Sub-Contractor to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Subsequent Transferring Employee or any other employee of the Contractor or any Sub-Contractor affected by the Subsequent Relevant Transfer (as defined by Regulation 13 of the Transfer Regulations), save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Authority or the New Provider.
- 2.4.2 If there is a Subsequent Relevant Transfer, the Authority shall indemnify the Contractor against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of, or in connection with:
- (a) any claim or claims by a Subsequent Transferring Employee at any time on or after the Subsequent Transfer Date which arise as a result of an act or omission of the Authority or a New Provider or a sub-contractor of a New Provider during the period from and including the Subsequent Transfer Date;
 - (b) subject to paragraph 2.4.1 any claim by any employee or trade union representative or employee representative arising whether before or after the Subsequent Transfer Date out of any failure by the Authority or a New Provider or a sub-contractor of a New Provider to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Subsequent Transferring Employee or any other employee engaged wholly or mainly in connection with the Services by the New Provider or any other employee of the Authority or any New Provider affected by the Subsequent Relevant Transfer effected by this Contract (as defined by Regulation 13 of the Transfer Regulations),
- save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Contractor or any Employing Sub-Contractor.
- 2.4.3 In the event of a Subsequent Relevant Transfer, the Authority shall indemnify the Contractor in respect of all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and other liabilities arising out of or in connection with or as a result of a substantial change by the Authority [or a New Provider or any sub-contractor of a New Provider] on or after the Subsequent Transfer Date to the working conditions of any Subsequent Transferring Employee to the material detriment of any such Subsequent Transferring Employee. For the purposes of this paragraph 2.4.3, the expressions "substantial

change" and "material detriment" shall have the meanings as are ascribed to them for the purposes of Regulation 4(9) of the Transfer Regulations.

2.5 Contracts (Rights of Third Parties) Act 1999

- 2.5.1 A New Provider may enforce the terms of paragraph 2.3 and 2.4 against the Contractor in accordance with the Contracts (Rights of Third Parties) Act 1999.
- 2.5.2 The consent of a New Provider (save where the New Provider is the Authority) is not required to rescind, vary or terminate this Contract.
- 2.5.3 Nothing in this paragraph 2.5 shall affect the accrued rights of the New Provider prior to the rescission, variation, expiry or termination of this Contract.

2.6 General

- 2.6.1 The Contractor shall not recover any Costs and/or other losses under this Schedule 5 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

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

1. Pursuant to paragraph 2.1.1(b) of Part 2 of this Schedule 5, the following information will be provided:
 - a) The total number of individual employees (including any employees of Sub-Contractors) that are currently engaged, assigned or employed in providing the Services and who may therefore be transferred. Alternatively the Contractor should provide information why any of their employees or those of their Sub-Contractors will not transfer;
 - b) The total number of posts or proportion of posts expressed as a full-time equivalent value that currently undertakes the work that is to transfer;
 - c) The preceding 12 months total pay costs – (Pay, benefits employee/employer ERNIC and Overtime);
 - d) Total redundancy liability including any enhanced contractual payments;
2. In respect of those employees included in the total at 1(a), the following information:
 - a) Age (not date of Birth);
 - b) Employment Status (i.e. Fixed Term, Casual, Permanent);
 - c) Length of current period of continuous employment (in years, months) and notice entitlement;
 - d) Weekly conditioned hours of attendance (gross);
 - e) Standard Annual Holiday Entitlement (not "in year" holiday entitlement that may contain carry over or deficit from previous leave years);
 - f) Pension Scheme Membership;
 - g) Pension and redundancy liability information;
 - h) Annual Salary;
 - i) Details of any regular overtime commitments (these may be weekly, monthly or annual commitments for which staff may receive an overtime payment);
 - j) Details of attendance patterns that attract enhanced rates of pay or allowances;
 - k) Regular/recurring allowances;
 - l) Outstanding financial claims arising from employment (i.e. season ticket loans, transfer grants);
3. The information to be provided under this Appendix 1 should not identify an individual employee by name or other unique personal identifier unless such information is being provided 28 days prior to the Subsequent Transfer Date.

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

PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS CONTRACT

Part A

1. Pursuant to paragraph 2.1.2 of this Schedule 5, part 2, the written statement of employment particulars as required by section 1 of the Employment Rights Act 1996 together with the following information (save where that information is included within that statement) which will be provided to the extent it is not included within the written statement of employment particulars:

1.1 Personal, Employment and Career

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

1.2 Superannuation and Pay

- a) Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken during the last two years;
- b) Annual salary and rates of pay band/grade;
- c) Shifts, unsociable hours or other premium rates of pay;
- d) Overtime history for the preceding twelve-month period;
- e) Allowances and bonuses for the preceding twelve-month period;

- f) Details of outstanding loan, advances on salary or debts;
- g) Pension Scheme Membership;
- h) For pension purposes, the notional reckonable service date;
- i) Pensionable pay history for three years to date of transfer;
- j) Percentage of any pay currently contributed under additional voluntary contribution arrangements; and
- ki Percentage of pay currently contributed under any added years arrangements.

1.3 Medical

- a) Details of any period of sickness absence of 3 months or more in the preceding period of 12 months; and
- b) Details of any active restoring efficiency case for health purposes.

1.4 Disciplinary

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

1.5 Further information

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

Part B

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

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

PART C

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

1.7.1 Performance Appraisal

- a) The current year's Performance Appraisal;

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

1.7.2 Superannuation and Pay

- a) Cumulative pay for tax and pension purposes;
- b) Cumulative tax paid;
- c) National Insurance Number;
- d) National Insurance contribution rate;
- e) Other payments or deductions being made for statutory reasons;
- f) Any other voluntary deductions from pay;

Ministry of Defence

**Contract No:
701551754**



**THE DELIVERY OF APPRENTICESHIPS TO
THE ROYAL NAVY POLICE , THE ROYAL MILITARY POLICE AND THE
MILITARY PROVOST STAFF**

SCHEDULE 6

**PROVISIONS FOR CONTRACTS PURSUANT TO
TRAINING OF BRITISH ARMED FORCES IN CANADA**

**(THIS SCHEDULE WILL ONLY COME INTO EFFECT IN THE INSTANCE
THAT THE AUTHORITY CONFIRMS TO THE CONTRACTOR THAT IT IS
REQUIRED)**

Provisions for Contracts Pursuant to Training of British Armed Forces in Canada

In accordance with Schedule 3 Condition 16.2.3, this Schedule 6 shall take precedence over Schedule 3 when the Contractor is providing the deliverables in Schedule 1 (Statement of Requirement) in Canada.

Interpretation

1. In the Contract, unless the context otherwise requires,

- a. "British Armed Forces in Canada ("BATUS") means the Armed Forces of the United Kingdom of Great Britain and Northern Ireland, together with their equipment and any civilian component accompanying those forces, as defined in Article I of the NATO SOFA, training or stationed or located in any part of the territory of Canada;
- b. "Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada;
- c. "Contract" means the written, mutually binding, legal agreement between the Parties, which contains these general conditions, any supplemental general conditions specified in the written agreement and every other document specified or referred to in any of them as forming part of the Contract, all as amended by agreement of the Parties from time to time;
- d. "Contractor" means the person or entity whose name appears on the signature page of the Contract and who is to supply goods or services to British Armed Forces in Canada under the Contract;
- e. "Minister" means the Minister of National Defence of Canada and any other person duly authorized to act on behalf of that Minister;
- f. "Subcontract" includes a contract let by any subcontractor at any tier for the performance or supply of a part of the Work and the derivatives of the word shall be construed accordingly;
- g. "Work" means the whole of the activities, services, materials, equipment, software, matters and things required to be done, delivered or performed by the Contractor in accordance with the terms of the Contract.

2. The headings used in these general conditions are inserted for convenience of reference only and shall not affect their interpretation.

General Conditions

Licensing

3. The Contractor must obtain and maintain all Permits, Licences and Certificates of approval required for the work to be performed under any applicable Canadian Federal, Provincial or Municipal regulations. The Contractor shall be responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor shall provide a copy of any such permit, license, or certificate to Canadian authorities.

Site Regulations

4. The Contractor undertakes and agrees to comply with all standing orders or other regulations, in force on the site in the territory of Canada where the work is to be performed, relating to the safety of persons on the site or the protection of property against loss or damage from any and all causes including fire.

Workers' Compensation

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

Safety Regulations and Labour Codes

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

International Sanctions

7. Persons and companies in Canada are bound by economic sanctions imposed by Canada. As a result, the British Armed Forces in Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries subject to economic sanctions imposed by Canada. Details on existing sanctions can be found at <http://www.international.gc.ca/sanctions/index.aspx>.

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

Status of the Contractor

9. The Contractor is engaged as an independent Contractor for the sole purpose of performing the Work. Neither the Contractor nor any of its personnel is engaged as an employee, servant or agent of Canada.

Compliance with Applicable Canadian Laws

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

Subcontracting

11. Unless otherwise provided in the Contract, the Contractor shall obtain the consent of the Minister in writing prior to subcontracting or permitting the subcontracting of any portion of the Work at any tier in the territory of Canada.

12. Notwithstanding clause 11, the Contractor may, without prior consent of the Minister, subcontract such portions of the Work as is customary in the carrying out of similar contracts.

13. In any subcontract, the Contractor shall, unless the Minister otherwise consents in writing, ensure that the subcontractor is bound by terms and conditions compatible with and, in the opinion of the Minister, not less favourable to Canada than the terms and conditions of the Contract. Deviations in any subcontract from the terms of the Contract shall be entirely at the risk of the Contractor.

14. The Contractor is not obliged to seek consent to enter into subcontracts specifically authorised in the Contract.

15. Any consent to a Subcontract shall not relieve the Contractor from its obligations under the Contract or be construed as authorizing any liability on the part of Canada or the Minister to a subcontractor.

Assignment

16. The Contract shall not be assigned, in whole or in part, by the Contractor without the prior consent in writing of the Minister and any purported assignment made without that consent is void and of no effect.

17. No assignment of the Contract shall relieve the Contractor from any obligation under the Contract or impose any liability upon Canada or the Minister, unless otherwise agreed to in writing by the Minister.

Security and Protection of the Work

18. Subject to the Access to Information Act, R.S.C. 1985, c. A-1 and to any right of Canada under this Contract to release or disclose, Canada shall not release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a Subcontractor.

19. The obligations of the Parties set out in this section do not apply to any information where the same information:

- a. is publicly available from a source other than the other Party; or
- b. is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information, or
- c. is developed by a Party without use of the information of the other Party.

Indemnity Against Third-Party Claims

20. The Contractor shall indemnify and save harmless Canada, the Minister and their servants and agents from and against any damages, costs or expenses or any claim, action, suit or other proceeding which they or any of them may at any time incur or suffer as a result of or arising out of:

- a. any injury to persons (including injuries resulting in death) or loss of or damage to property of others which may be or be alleged to be caused by or suffered as a result of the performance of the Work or any part thereof, except that Canada and the Minister shall not claim indemnity under this section to the extent that the injury, loss or damage has been caused by Canada, and
- b. any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials, parts, work-in-process or finished work furnished to, or in respect of which any payment has been made by, Canada.

21. The Minister shall give notice to the Contractor of any claim, action, suit or proceeding referred to in clause 20 and the Contractor shall, to the extent requested by the Attorney General of Canada, at its own expense participate in or conduct the defence of any such claim, action, suit or proceeding and any negotiations for settlement of the same, but the Contractor shall not be liable to indemnify Canada for payment of any settlement unless it has consented to the settlement.

22. The Minister shall give notice to the Contractor of any claim, action, suit or proceeding referred to in clause 21 and the Contractor shall, to the extent requested by the Attorney General of Canada, at its own expense participate in or conduct the defence of any such claim, action, suit or

proceeding and any negotiations for settlement of the same, but the Contractor shall not be liable to indemnify and save harmless Canada for payment of any settlement unless it has consented to the settlement.

Environmental Considerations

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

Contractor Responsibilities

24. The Contractor is responsible for:

- a. acquiring work-permits for entry to work in Canada;
- b. to pay Canadian import duties and taxes, as appropriate; and
- c. for compliance with appropriate Canadian federal and provincial health and safety instruments.

Ministry of Defence

**Contract No:
701551754**



**THE DELIVERY OF APPRENTICESHIPS TO
THE ROYAL NAVY POLICE , THE ROYAL MILITARY POLICE AND THE
MILITARY PROVOST STAFF**

Schedule 7

CYBER IMPLEMENTATION PLAN – NOT APPLICABLE

Ministry of Defence

**Contract No:
701551754**



**THE DELIVERY OF APPRENTICESHIPS TO
THE ROYAL NAVY POLICE , THE ROYAL MILITARY POLICE AND THE
MILITARY PROVOST STAFF**

SCHEDULE 8

SERVICE DELIVERY PLAN (TECHNICAL TENDER RESPONSE)

(Redacted – Commercially Sensitive Information)