# Schedule 1 - Definitions of Contract

**Article** means, in relation to clause 24 and Schedule 6 only, an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition;

**Articles** means, (except in relation to Schedule 10) the Contractor Deliverables (goods and/or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports.

**Assets Subject to Special** means a Contractor Deliverable which is:

**Controls (ASSC)** a. subject to the United States International Traffic In Arms

Regulations (ITAR);

b. subject to the 600 series of the United States Export Administration Regulations (EAR); or

c. classified as Attractive to Criminal and Terrorist Organisations (ACTO), meaning that it includes material which represents an immediate risk to Defence personnel or the public; or which is considered as attractive to criminal and terrorist organisations;

**ASSC Indicator** means for Contractor Deliverables subject to ITAR, a United States Munitions List (USML) or for Contractor Deliverables subject to the 600 series of the EAR, an Export Control Classification Number (ECCN);

**Authority** means the Secretary of State for Defence acting on behalf of the Crown;

**Authority’sRepresentative(s)**shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority’s Representative(s) in connection with the Contract. Where the term “Authority’s Representative(s)” in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority’s Representative(s) shall be the designated person(s) for the purposes of Condition 7;

**Business Day** means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;

**Central Government Body** a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

1. Government Department;
2. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
3. Non-Ministerial Department; or
4. Executive Agency;

**Collect** means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with Clause 28.c and Collected and Collection shall be construed accordingly;

**Commercial Packaging** means commercial Packaging for military use as described in Def Stan 81-041 (Part 1)

**Conditions** means the terms and conditions set out in this document;

**Consignee** means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverablesare to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order;

**Consignor** means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;

**Contract** means the Contract including its Schedules and any amendments agreed by the Parties in accordance with Condition 6 (Formal Amendments to the Contract);

**Contract Price** means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor,for the full and proper performance by the Contractor of its obligations under the Contract.

**Contractor** means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;

**Contractor Deliverables** means the goods and/or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract;

**Control** means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:

1. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or
2. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor;

and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;

**Counterfeit Materiel** means any Contractor Deliverable or any part thereof whose origin, age, composition, configuration, certification status or other characteristic (including whether or not such Contractor Deliverable or part has been used previously) has been falsely represented by:

a. misleading marking of the materiel, labelling or packaging;

b. misleading documentation; or

c. any other means, including failing to disclose information;

except where it has been demonstrated that the false representation was not the result of dishonesty by the Contractor or any party within the Contractor’s supply chain.

**CPET**  means the UK Government’s Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy;

**Crown Use** in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949;

**Dangerous Goods** means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulation, or classified and authorised only under the conditions prescribed by the:

1. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011);
2. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR);
3. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID);
4. International Maritime Dangerous Goods (IMDG) Code;
5. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air;
6. International Air Transport Association (IATA) Dangerous Goods Regulations;

**DBS Finance** means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet);

**DEFFORM** means the MOD DEFFORM series which can be found at xxxxxxxxxxxxx;

**DEF STAN** means Defence Standards which can be accessed at xxxxxxxxx

**Deliver** means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with Condition 28 and Delivered and Delivery shall be construed accordingly;

**DeliveryDate** means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection;

**Denomination of Quantity** means the quantity or measure by which an item of material is

**(D of Q)** managed;

**Design Right(s)** has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;

**Diversion Order** means the Authority’s written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);

**EffectiveDate of Contract** means the date upon which both Parties have signed the Contract;

**Evidence** means either:

a. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or

b. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;

**Firm Price** means a price (excluding VAT) which is not subject to variation;

**First-Tier Sub-Contractor** means a Sub-contractor directly engaged by the Contractor to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract;

**FLEGT** means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging;

**Government Furnished** is a generic term for any MOD asset such as equipment,

**Assets (GFA)** information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;

**Hazardous Contractor** means a Contractor Deliverable or a component of a Contractor

**Deliverable** Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;

**Independent Verification** means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to “ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent”, and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to “ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent”;

**Information** means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract;

**Issued Property** means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;

**Licence** means, in relation to clause 33 only, import licence, export licence or other import or export related authorisation, agreement, exception or exemption, including (but not limited to) the export licences required by the United States under the International Traffic in Arms Regulations (ITAR), Export Administration Regulations (EAR) and Foreign Military Sales (FMS), or those required as a result of any applicable UK-US agreements;

**Legal and Sustainable** means production and process methods, also referred to as timber production standards, as defined by the document titled “UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement". The edition current on the day the Contract documents are issued by the Authority shall apply;

**Legislation** means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, or any exercise of Royal Prerogative;

**Lower-Tier Sub-Contractor** means any Sub-contractor other than any First-Tier Sub-Contractor at any lower level of the supply chain engaged to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract;

**Materiel**  means, in relation to clause 33 only, information, technical data, and items, including all goods, components of goods and software;

**Military Level Packaging (MLP)** means Packaging that provides enhanced protection in accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain;

**Military Packager** is a MOD sponsored scheme to certify military Packaging

**Approval Scheme (MPAS)** designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4);

**Military Packaging Level (MPL)** shall have the meaning described in Def Stan 81-041 (Part 1);

**Mixture** means a mixture or solution composed of two or more substances;

**MPAS Registered Organisation** is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements;

**MPAS Certificated Designer** shall mean an experienced Packaging designer trained and certified to MPAS requirements;

**NATO** means the North Atlantic Treaty Organisation which is an inter-governmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;

**Notices** shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;

**Overseas** shall mean non UK or foreign;

**Packaging** Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user;

Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;

**Packaging Design Authority** shall mean the organisation that is responsible for the original

**(PDA)** design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3;

**Parties** means the Contractor and the Authority, and Party shall be construed accordingly;

**Plastic Packaging** shall have the same meaning as set out in Part 2 of the Finance **Components** Act 2021 together with any associated secondary legislation;

**PPT** means a tax called “plastic packaging tax” charged in accordance with Part 2 of the Finance Act 2021;

**PPT Legislation**  means the legislative provisions set out in Part 2 and Schedules 9-15 of the Finance Act 2021 together with any secondary legislation made under powers contained in Part 2 of the Finance Act 2021. This includes, but is not limited to, The Plastic Packaging Tax (Descriptions of Products) Regulations 2021 and The Plastic Packaging Tax (General) Regulations 2022;

**Primary Packaging Quantity** means the quantity of an item of material to be contained in an

**(PPQ)** individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1);

**Publishable Performance** means any of the Information in Schedule 9 (KPI Data Report) as

**Information** it relates to Key Performance Indicator where it is expressed as publishable in the table in Schedule 9 which shall not contain any Information which is exempt from disclosure which shall be determined by the Authority; and which shall not constitute Sensitive Information;

**Recycled Timber** means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers:

a. pre-consumer reclaimed wood and wood fibre and industrial by-products;

b. post-consumer reclaimed wood and wood fibre, and driftwood;

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

it excludes sawmill co-products;

**Restrictions** means, in relation to clause 33 only, end use or end user restrictions including (but not limited to) restrictions on transfers to third parties or disclosure to individuals based on their nationality, residency status and/or employment status;

**Robust Contractor Deliverables** shall mean Robust items as described in Def Stan 81-041 (Part 2)

**Safety Data Sheet** has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);

**Schedule of Requirements** means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable;

**Sensitive Information** means the Information listed in the completed Schedule 5

(Contractor’s Sensitive Information), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;

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

**Specification** means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, and shall include any document or item which, individually or collectively is referred to in Schedule 2 (Schedule of Requirements). The Specification forms part of the Contract and all Contractor Deliverables to be supplied by the Contractor under the Contract shall conform in all respects with the Specification;

**STANAG4329** means the publication NATO Standard Bar Code Symbologies which can be sourced at xxxxxxxxxxxxxxxxxxxx

**lior** means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and ‘Subcontract’ shall be interpreted accordingly;

**Substance** means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition;

**Timber and Wood-Derived** means timber (including Recycled Timber and Virgin Timber but

**Products** excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element;

**TransparencyInformation** means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, except for (i) any Information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information;

**Unique Item Identifier (UII)** means a unique and unambiguous identifier that distinguishes an item from all other like and unlike items, consisting of:

1. NATO Stock Number (NSN);
2. NATO Commercial and Government Entity (NCAGE) code;
3. ASSC Indicator, where applicable;
4. serial number; and
5. part number;

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

Where project specific DEFCONs are included under Condition 45 definitions shall be in accordance with DEFCON 501.

## **Annex A to Schedule 1 – Additional Details**

# Additional Details

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| **Acceptance Criteria:** | All deliverables above will only be considered complete once formal Authority Approval/acceptance has been communicated at the Contract review meetings;  Authority acceptance will be measured against the following criteria:  a.    Achievement of the outcomes and associated deliverables against the success criteria. This will usually be reviewed at monthly performance reviews will be held on the 2nd Wednesday of each month and will review the highlight report for the previous months activities  b.    Following monthly performance reviews, the authority contract manager will consider and provide formal approval/acceptance of the progress towards outcomes of the deliverables for invoicing purposes.  Response and input to project requests for advisory support will be documented in the Weekly Progress Reports.  The supplier will provide DV eligible resource to enable the delivery of sensitive materials/environment to be completed as part of the SOW. This will not be applicable to all deliverables within the SOW.  Suppliers will ensure that all personnel assigned to the delivery of the outcomes are compliant with MOD Mandated Training courses as specified by the Authority. |
| **Dependencies** | The Authority shall provide the Exit and Transition Partner with:   1. Access to the necessary documentation sets within 3 working days of any Scope of Work being accepted by the Authority. 2. Access to the appropriate MOD IT equipment depending on the requirement. Use of MODNET Virtual Desktop to be provisioned as a minimum.   The timelines are dependent on xxx achieving their timelines. If these delay then the SOW/Contract will be amended accordingly. |
| **Management of SOW** | To manage this statement of work the Authority requires as a minimum (but not limited to), the following:   1. Weekly Management Reports to cover as a minimum:    1. Progress update, key questions resolved and key questions for the Authority to answer.  Provided weekly Monday am.    2. Any potential project delays/slippage and what actions can be made to bring the delivery back on track. Provided weekly Monday am.    3. Reports to be with delivered to the Authority Contract Manager as above. 2. The Exit and Transition Assurance Support Partner will share with   the Authority in collaboration with the development partner the outcomes of all planning delivery activities.  c.    The Exit and Transition Assurance Support Partner will be allowed access to the Corsham Mustang building floorplate for at least 2 days a week (Fridays excluded) in order to enable them to meet their outcomes.  d.     The Authority requires the Exit and Transition Assurance Support Partner to respond to support requests from the Programme Team by telephone and e-mail within a reasonable time of one working day;  e.     The Exit and Transition Assurance Support Partner will identify in a timely manner all development needs affecting performance are in line with the relevant DIfD Foundation timelines such as but not limited to: RFC requests (such as XXXX exit RFCs).  The Exit and Transition Assurance Support Partner individual/team providing advisory support shall not share with other members of their wider organisation, unless authorised by the Authority, any conversations and issues that have been discussed in confidence with the project team (collectively or as individuals). |
| **Exclusions** |  |

# Schedule 2 - Schedule of Requirements for Contract No: 713823450

For: **Exit and Transition Assurance**

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| --- | --- | --- | --- | --- | --- | --- |
| **Item No** | **Outcome** | **When** | **Detailed deliverable** | **Success criteria** | **Assured by** | **Sign off** |
| 1. | Ensure the successful transition of all Digital Identity XXXX Exit Services at Official & SECRET into live operational status thus enabling the Digital Identity element of XXXX Exit | Jan 25 – Mar 26 | - Provide assurance to Authority that suitable planning, RAIDO roadmaps, detailed dependency plan, PIDS have been conducted and are coherent with xxx/EUS approach - Provide all necessary, timely planning and artefacts to inform the Commercial Exit from the XXXX Contract (Official and Secret)  - Assure Test assurance, R&D, STB, and Capability acceptance (covering all DLODs) all achieved within agreed timeframe (agreed with xx, EUS and DIfD) - Assured delivery of technical changes though approved change management process  - Knowledge transfer to Authority Service Ops and PMO teams  - Ensure that all DIfD services in scope for xxxx exit are onboarded with OSM with Service Designs completed, accepted, and submitted to the Authority  - Manage stakeholder engagement to ensure that requirements are captured and added to the product backlog  - Support the Authority in onboarding or procuring new suppliers to support DIfD services  - Support the Authority in the production of a DIfD product roadmap | - Agreed transition delivery artefacts presented and accepted by the Authority (Artefacts to be agreed within first 3 weeks of contract start)  - Acceptance into Service successful (for CUG, Pilot and then main Go Live) of all Services in scope to support XXXX exit  - Timely production of clarification question and TUPE requirements as a result of the Detailed Exit Plan - Delivery of the XXXX exit documentation as required to meet XXXX exit schedule 21 timelines and navigate the transition between the outgoing contracted party and the in- sourcing solution to the Authority  - Production timely RFCs as outlined in the Detailed Exit Plan  - Fully auditable change records (including approval status and minutes)  - Coordinate the onboarding of all new Digital Identity Services in scope with the DD Service Catalogue covering  - All DIfD services onboarded with DD OSM team successfully  - Transfer of all knowledge-based articles and minimum 4 weeks co-working with Authority or their representatives to ensure Knowledge Transfer - Reports and returns in line with DIfD routine (including presentations and briefs if required)  - Agreed product backlog accepted by the Authority in weekly and monthly reports  - Provide advice and guidance on requirements that may require additional SQEP to be procured  - Provide input into how DIfD services can be spirally developed to meet evolving Authority requirements | Programme Operations Manager  xxProg Mgr  Head PMO  Head Svc Ops  Authority Contract Manager | DIfD Prog Dir  Service owner |
| 2. | Performance Report on the Test and Integration Partner to deliver their outcome to PCT | Jan 25 – Mar 26 | - Review and assure the Test & Integration delivery plan, RAIDO and dependencies and as a minimum conduct monthly reviews with the Authority  - Direct Test & Integration Partner on Industry best practice and seek CSI  - Assure Authority achieve VFM from Test and Integration Partner  - Reports on Test & Integration Partner contract performance  - Ensure that all product defects are sentenced and prioritised and remediated as required  - Prioritise the product backlog to ensure it aligns with the Authority’s requirements | - Ensure that all test and integration activity is co-ordinated with EUS/OSM/xxstakeholders and aligns to the joint test plan  - Ensure that the Test and Integration partner adheres to extant policies and governance of all RAIDO artefacts and that they meet data quality standards  - Assist in the creation and maintenance of joint delivery plans accepted by the Authority - Monthly reviews of Test & Integration Partner occur with recommendation from Exit and Transition Partner  - Test & Integration Partner clear on aims, best practice and MOD guidelines  - Assure design documents all updated  - Reports and returns provided in line with Programme routine  - Ensure that the Test and Integration partner follows all extant governance and processes in relation to services being promoted to the live environment. Including, but not limited to, Change Control Board, Release and Deployment boards, EUS/DIfD/OSM 1\* transition boards etc.  - Review and check all presentation material produced by the Test and Integration partner prior to release  - Attend Agile ceremonies and ensure that the Test and Integration partner is following best practice  - Set the priorities for PI planning and ensure that PI goals are accurately captured and maintained throughout the PI.  - Ensure that weekly progress meetings are held against PI goals to ensure the Test and Integration partner’s outcomes remain on track for delivery  -Attend sprint and backlog reviews and confirm that test and integration activity aligns with the Authority’s prioritisation for service readiness  -Ensure that Test Assurance, SbD lead and other SMEs carryout the required assurance functions as required to meet programme outcomes | Programme Operations Manager  xx Prog Mgr  Head PMO  Head Svc Ops  Authority Contract Manager | DIfD Prog Dir  Service owner |

**Potential Call offs**

The table below outlines potential calls off in relation to this SoW.

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| --- | --- | --- | --- | --- | --- | --- |
| **Item No** | **Outcome** | **When** | **Detailed deliverable** | **Success criteria** | **Assured by** | **Sign off** |
| 1. | Digital Identity element Business Change provided to EUS/xx | Jan 25 – Mar 26 | - Delivery of agreed Business change impact statement, business change plans. Comms and engagement plans as required (and all aligned to EUS/xx who are the lead for Business Change for XXXX Exit)  - Business process documentation and briefing material for end users and service deliverers as required to enable training and adoption of new services - engagement with Pan Defence stakeholders as identified  - communication materiel. Artefacts to include (but not limited to): communication plans, newsletters/ articles, announcements, training materials/ knowledge-based articles, programme branding strategy, application branding style guide and templates to be used for internal and external communications. | TBC | TBC | TBC |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Item No** | **Outcome** | **When** | **Detailed deliverable** | **Success criteria** | **Assured by** | **Sign off** |
| 1. | Delivery of single unique trusted identity for Defence | Jan 25 – Mar 26 | - Provide assurance to Authority that suitable planning, RAIDO roadmaps, PIDS have been conducted and are coherent with CDO, Enterprise Architecture and DIfD priorities, policies and plans  - Development and implementation Identity governance and administration  - Assure the maintenance Xxx-xxx xxxxxxxxdatabase and if required assure the delivery of the re-registration or registration process  - Analyse trends in the XXX re-registration feedback and highlight areas of concern to the Exit and Transition Assurance lead for inclusion into the product backlog.  - Assure delivery of the Digital Identity Attestation and Validation process for Official and Secret  - Draft business requirements, SoRs, and ITTs where required, to support procurement activities to deliver the outcomes of the Data Integrity vertical. | - Agreed transition delivery artefacts presented and accepted by the Authority (Artefacts to be agreed within first 3 weeks of contract start)  - Xxx-xxx xxxxxxxxdatabase accurate (metrics to be agreed within first month of contract). Further re-registration or Registration PCT to be agreed.  - Updated product backlog to include trends identified by the Data Integrity team  - Attestation and Validation Process design accepted and solution accepted into service  - Reports and returns provided in line with Programme Routine (including presentation and briefs if required)  - SORs, ITT developed in agreed timelines and in MOD format | Exit and Transition Assurance lead  Service Ops lead | Service Owner |
| 2. | Performance Report of Suppliers | Jan 25 – Mar 26 | - Monthly report on performance suppliers | - Monthly report on performance suppliers in agreed format and ensure meeting held with Supplier and Authority to review deliverables and report | Authority Contract Manager | Service owner  Prog Director |
| 3. | Data Suppliers onboarded | Jan 25 – Mar 26 | - all suppliers for the Data function planned and onboarded as efficiently as possible | - IT requested within 5 working days of down select of supplier and onboarded as soon as IT available (including passes etc) |  |  |
| 4. | Knowledge transfer to Authority | Jan 25 – Mar 26 | - Data Element TOM  - Future requirements/data capability Plan  - Knowledge based articles as required for effective knowledge transfer  - minimum 2 weeks handover to Authority of their representative | - Data element of the TOM accepted by Service Owner  - Knowledge based articles in agreed format and accepted by Service Owner  - The Authority or their representatives understudied Data Integrity outcome team for minimum 2 weeks | Service Ops Lead | Service Owner  Prog Dir |

**Financial Details:**

Please add rows as required, ensuring a Firm Price Cost for SoW.

**Work Package 1**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Manpower Costs (VAT Ex)** | | | | |
| **SFIA Role**  (e.g. Delivery & Operation) | **SFIA Level**  (e.g. Follow) | **Day Rate** (as priced within the Rate Card Template) | **No of Days** | **Total** |
| Senior Delivery Lead | 7 | xxxxxxx | xx | £ xxxxxxxxxx |
| Delivery Manager (Service Design) | 7 | xxxxxxx | xx | £ xxxxxxxxxx |
| Delivery Manager | 6 | xxxxxxx | xx | £ xxxxxxxxxx |
| Delivery Manager (Governance) | 5 | xxxxxxx | xx | £ xxxxxxxxxx |
|  | | | | £ xxxxxxxxxx |

**Work Package 2**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Manpower Costs (VAT Ex)** | | | | |
| **SFIA Role**  (e.g. Delivery & Operation) | **SFIA Level**  (e.g. Follow) | **Day Rate** (as priced within the Rate Card Template) | **No of Days** | **Total** |
| Senior Delivery Lead | 7 | xxxxxxx | xx | £xxxxxxxxxx |
| Delivery Manager (Service Design) | 7 | xxxxxxx | xx | £ xxxxxxxxxx |
| Delivery Manager | 6 | xxxxxxx | xx | £ xxxxxxxxxx |
|  | | | | £ xxxxxxxxxx |

# Schedule 3 – Contract Data Sheet

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| **General Conditions** |
| **Condition 2 – Duration of Contract:**  The Contract expiry date shall be: **31st March 2026**  31 Mar 2026  This Call-Off Contract Starts on 13th January 2025 and is valid to 31st March 2026.  This comprises of a two and a half month delivery period from 13th January 2025 to 31st March 2025. This will be followed by a 12 month period to 31st March 2026.  The Authority reserves the right to invoke a contract break point at the 31st March 2025 by providing 20 calendar days’ notice to the Supplier. The Authority’s Commercial representative will notify the Supplier’s representative in writing prior to this notice period as to whether they wish to invoke any break point. This break point is linked to the Authority’s funding position therefore the Authority does not commit to any spend under this contract following any break point without formal instruction to the Supplier. (This instruction will be given prior to the date of the notice period and not unreasonably withheld.)  The Authority will not be liable for any cost incurred by the Supplier following any break point unless formal instruction from the Authority’s Commercial representative has been received. |
| **Condition 4 – Governing Law:**  Contract to be governed and construed in accordance with:  English Law  Scots Law  clause 4.d shall apply *(one must be chosen)*  Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with Clause 4.g (if applicable) are as follows:  N/A |
| **Condition 7 – Authority’s Representatives:**  The Authority’s Representatives for the Contract are as follows:  Commercial: xxx xxxxxxxxx *(as per Annex A to Schedule 3 (DEFFORM 111))*  Project Manager: xxxxx xxxxx *(as per Annex A to Schedule 3 (DEFFORM 111))* |
| **Condition 18 – Notices:**  Notices served under the Contract shall be sent to the following address:  Authority: address MOD *(as per Annex A to Schedule 3 (DEFFORM 111))*  Contractor:  Xxxxxx xxx xxxxxxxxx  Company number: xxxxxxxxxx  Notices can be sent by electronic mail?  *(tick as appropriate)* |
| **Condition 19.a – Progress Meetings:**  The Contractor shall be required to attend the following meetings:  See Schedule 2 for Requirements |
| **Condition 19.b – Progress Reports:**  The Contractor is required to submit the following Reports:  See Schedule 2 for Requirements  Reports shall be Delivered to the following address:  See Schedule 2 for Requirements |

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| **Supply of Contractor Deliverables** |
| **Condition 20 – Quality Assurance:**  Is a Deliverable Quality Plan required for this Contract? *(tick as appropriate)*  Yes  No  If yes:  A Deliverable Quality Plan is required in accordance with DEFCON 602A (SC2)   or  A Deliverable Quality Plan with additional Quality Assurance Information is required in accordance with DEFCON 602C (SC2)   If required, the Deliverable Quality Plan and / or Deliverable Quality Plan with additional Quality Assurance Information must be delivered to the Authority (Quality) within       Business Days of Contract Award.  **Other Quality Assurance Requirements:**  Concessions shall be managed in accordance with Def Stan. 05-061 Part 1, Issue 7 – Quality Assurance Procedural Requirements – Concessions    Any Contractor working parties shall be provided in accordance with  Def Stan. 05-061 Part 4, Issue 4 – Quality Assurance Procedural Requirements – Contractor working parties |
| **Condition 21 – Marking of Contractor Deliverables: N/A**  Special Marking requirements: |
| **Condition 24 - Supply of Data for Hazardous Substances, Mixtures and Articles in Contractor Deliverables: N/A**  A completed Schedule 6 (Hazardous and Non-Hazardous Substances, Mixture or Articles Statement), and if applicable, UK REACH compliant Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:  a) The Authority’s Representative (Commercial)  b) Defence Safety Authority – xxxxxxxxxxxxxxxxxxxxxx  to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date: |
| **Condition 25 – Timber and Wood-Derived Products: N/A**    A completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) is to be provided by e-mail with attachments in Adobe PDF or MS WORD format to the Authority’s Representative (Commercial)  to be Delivered by the following date: |
| **Condition 26 – Certificate of Conformity: N/A**  Is a Certificate of Conformity required for this Contract?  *(tick as appropriate)*  Applicable to Line Items:  If required, does the Contractor Deliverables require traceability throughout the supply chain?  *(tick as appropriate)*  Applicable to Line Items: |
| **Condition 28.b – Delivery by the Contractor:**  The following Line Items are to be Delivered by the Contractor:  **N/A**    Special Delivery Instructions:  **N/A**  Each consignment is to be accompanied by a DEFFORM 129J. |
| **Condition 28.c - Collection by the Authority: N/A**  The following Line Items are to be Collected by the Authority:    Special Delivery Instructions:      Each consignment is to be accompanied by a DEFFORM 129J.  Consignor details (in accordance with Condition 28.c.(4)):  Line Items:       Address:        Line Items:       Address:  Consignee details (in accordance with Condition 22):  Line Items:       Address:        Line Items:       Address: |
| **Condition 30 – Rejection:**  The default time limit for rejection of the Contractor Deliverables is thirty (30) days unless otherwise specified here:  The time limit for rejection shall be       Business Days. |
| **Condition 32 – Self-to-Self Delivery: N/A**  Self-to-Self Delivery required?  *(tick as appropriate)*  If required, Delivery address applicable: |
| **Pricing and Payment** |
| **Condition 35 – Contract Price: See Pricing Schedule** |

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| **Termination** |
| **Condition 42 – Termination for Convenience**:  The Notice period for terminating the Contract shall be thirty (30) days unless otherwise specified here: |

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| **Other Addresses and Other Information** *(forms and publications addresses and official use information)* |
| See Annex A to Schedule 3 (DEFFORM 111) |

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| **Schedule 3** DEFFORM 111  **Annex A** (Edn 10/22)  Appendix - Addresses and Other Information | | | | |
|  | **1. Commercial Officer**  Name: xxx xxxxxxxxx  Address: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx  Email: |  | **8. Public Accounting Authority**  1. Returns under DEFCON 694 (or SC equivalent) should be sent to xxxxxxxxxxx – xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx  ( xxxxxxxxxxx  2. For all other enquiries contact xxxxxxxxxx  ( xxxxxxxxxx |  |
|  | | | | |
|  | **2. Project Manager, Equipment Support Manager or PT Leader**  (from whom technical information is available)  Name: xxxxx xxxxx  Address: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx  Email: xxxxxxxxxxxxxxxxxxxxxxxx |  | **9. Consignment Instructions**  The items are to be consigned as follows: **N/A** |  |
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|  | * + - 1. **3. Packaging Design Authority**   Organisation & point of contact:  (Where no address is shown please contact the Project Team in Box 2) |  | **10. Transport.** The appropriate Ministry of Defence Transport Offices are:  **A. DSCOM**, xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx  Air Freight Centre  IMPORTS ( xxxxxxxxxxxxxxxxxxxx  EXPORTS ( xxxxxxxxxxxxxxxxxxx  Surface Freight Centre  IMPORTS ( xxxxxxxxxxxxxxxxxxxxxxx  EXPORTS ( xxxxxxxxxxxxxxxxxxxxxxxxx |  |
|  | | |  |
|  | **4. (a) Supply / Support Management Branch or Order Manager:**  **Branch/Name:**  **Tel No:**  **(b) U.I.N.** |  | **B.** **JSCS**  JSCS Helpdesk No. xxxxxxxxxxxxxx (select option 2, then option 3)  Users requiring an account to use the MOD Freight Collection Service should contact xxxxxxxxxxxxxxxxxxxxxx in the first instance. |  |
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|  | **5. Drawings/Specifications are available from**  N/A |  | **11. The Invoice Paying Authority**  Ministry of Defence ( xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx  xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx **Website is:** xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx |  |
|  | | | | |
|  | **6. INTENTIONALLY BLANK** |  | **12. Forms and Documentation are available through \*:**  Ministry of Defence, Forms and Pubs Commodity Management  xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx **Applications via fax or email:** xxxxxxxxxxxxxxxxxxxxxxx |  |
|  | | | | |
|  | 1. **Quality Assurance Representative:**   Xxxx xxxxxxx DD Senior Quality Engineer – authorized-signatory  xxxxxxxxxxxxxxxxxxx  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 xxxxxxxxxxxxxx [intranet] or xxxxxxxxxxxxxxxxxx[extranet, registration needed]. |  | **\*NOTE**  1.Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site: xxxxxxxxxxxxxxxxxxxxxx  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. |  |
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# Schedule 4 - Contract Change Control Procedure (i.a.w. clause 6.d) for Contract No: 713823450

**Authority Changes**

1. The Authority shall be entitled to propose any change to the Contract (a " Change") or (subject to Clause 2) Changes in accordance with this Schedule 4.
2. Nothing in this Schedule shall operate to prevent the Authority from specifying more than one Change in any single proposal, provided that such changes are related to the same or similar matter or matters.

**Notice of Change**

1. If the Authority wishes to propose a Change or Changes, it shall serve a written notice (an "Authority Notice of Change") on the Contractor.
2. The Authority Notice of Change shall set out the Change(s) proposed by the Authority in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with clauses 7 to 9 (inclusive).
3. The Contractor may only refuse to implement a Change or Changes proposed by the Authority, if such change(s):
4. would, if implemented, require the Contractor to deliver any Contractor Deliverables under the Contract in a manner that infringes any applicable law relevant to such delivery; and/or
5. would, if implemented, cause any existing consent obtained by or on behalf of the Contractor in connection with their obligations under the Contract to be revoked (or would require a new necessary consent to be obtained to implement the Change(s) which, after using reasonable efforts, the Contractor has been unable to obtain or procure and reasonably believes it will be unable to obtain or procure using reasonable efforts); and/or
6. would, if implemented, materially change the nature and scope of the requirement (including its risk profile) under the Contract;

and:

1. the Contractor notifies the Authority within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after the date of the Authority Notice of Change that the relevant proposed Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c providing written evidence for the Contractor's reasoning on the matter; and
2. further to such notification:
   1. either the Authority notifies the Contractor in writing that the Authority agrees, or (where the Authority (acting reasonably) notifies the Contractor that the Authority disputes the Contractor's notice under Clause 5.d) it is determined in accordance with Condition 40 (Dispute Resolution), that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c; and
   2. (where the Authority either agrees or it is so determined that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) the Authority fails to make sufficient adjustments to the relevant Authority Notice of Change (and issue a revised Authority Notice of Change) to remove the Contractor's grounds for refusing to implement the relevant Change under Clauses 5.a, 5.b and/or 5.c within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after:
      1. the date on which the Authority notifies in writing the Contractor that the Authority agrees that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c); or
      2. the date of such determination.
3. The Contractor shall at all times act reasonably, and shall not seek to raise unreasonable objections, in respect of any such adjustment.

**Contractor Change Proposal**

1. As soon as practicable, and in any event within:
2. (where the Contractor has not notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5) fifteen (15) Business Days (or such other period as the Parties agree (acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contract shall have received the Authority Notice of Change; or
3. (where the Contractor has notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5 and:
   1. the Authority has agreed with the Contractor's conclusion so notified or it is determined under Condition 40 (Dispute Resolution) that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c and the Authority has made sufficient adjustments to the relevant Authority Notice of Change (and issued a revised Authority Notice of Change(s)) to remove the Contractor's grounds for refusing to implement the relevant Change(s) under Clauses 5.a, 5.b and/or 5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contractor shall have received such revised Authority Notice of Change; or
   2. the Authority has disputed such conclusion and it has been determined in accordance with Condition 40 (Dispute Resolution) that the relevant Change(s) is/are not a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date of such determination,

the Contractor shall deliver to the Authority a Contractor Change Proposal. For the avoidance of doubt, the Contractor shall not be obliged to deliver to the Authority a Contractor Change Proposal where the Contractor notifies the Authority, and the Authority agrees or it is determined further to such notification in accordance with Clause 5, that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c.

1. The Contractor Change Proposal shall comprise in respect of each and all Change(s) proposed:
   * + - 1. the effect of the Change(s) on the Contractor’s obligations under the Contract;
         2. a detailed breakdown of any costs which result from the Change(s);
         3. the programme for implementing the Change(s);
         4. any amendment required to this Contract as a result of the Change(s), including, where appropriate, to the Contract Price; and
         5. such other information as the Authority may reasonably require.
2. The price for any Change(s) shall be based on the prices (including rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change(s).

**Contractor Change Proposal – Process and Implementation**

1. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:
   1. evaluate the Contractor Change Proposal; and
   2. where necessary, discuss with the Contractor any issues arising (and (in relation to a Change(s) proposed by the Authority) following such discussions the Authority may modify the Authority Notice of Change) and the Contractor shall as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties shall have agreed in writing) after receipt of such modification, submit an amended Contractor Change Proposal.
2. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:
   * + - 1. either indicate its acceptance of the Change Proposal by issuing a DEFFORM 10B in accordance with Condition 6 (Formal Amendments to the Contract), whereupon the Contractor shall promptly sign and return to the Authority the DEFFORM 10B indicating their unqualified acceptance of such amendment in accordance with, and otherwise discharge their obligations under, such Condition and implement the relevant Change(s) in accordance with such proposal; or
         2. serve Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued in relation to a Change or Changes proposed by the Authority) the Authority Notice of Change (in which case such notice of change shall have no further effect).
3. If the Authority rejects the Contractor Change Proposal, it shall not be obliged to give its reasons for such rejection.
4. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred in connection with the implementation of any Change(s), unless a Contractor Change Proposal has been accepted by the Authority in accordance with Clause11.a and then subject only to the terms of the Contractor Change proposal so accepted.

**Contractor Changes**

1. If the Contractor wishes to propose a Change or Change(s), they shall serve a Contractor Change Proposal on the Authority. Such proposal shall be prepared and reviewed in accordance with and otherwise be subject to the provisions of Clauses 8 to 13 (inclusive).

# Schedule 5 - Contractor’s Sensitive Information (i.a.w. Condition 12) for Contract No: 713823450

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| --- |
| Contract No: |
| Description of Contractor’s Sensitive Information: |
| Cross Reference(s) to location of Sensitive Information: |
| Explanation of Sensitivity: |
| Details of potential harm resulting from disclosure: |
| Period of Confidence (if applicable): |
| Contact Details for Transparency / Freedom of Information matters:  Name:  Position:  Address:  Telephone Number:  Email Address: |

# Schedule 8 - Acceptance Procedure (i.a.w. Condition 29) for Contract No: 713823450

# Schedule 9 – Publishable Performance Information - Key Performance Indicator Data Report (i.a.w. Condition 12) for Contract No: 713823450

# KPI’s to be agreed within 30 days of the start of the contract.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **KPI Description\*** | **Rating Thresholds** | **Frequency of Measurement** | **Quarter and Year\*** | **Average for Reporting Period** | **Rating\*** | **Comment\*** |
|  | Good\*: |  |  |  |  |  |
| Approaching Target: |
| Requires Improvement: |
| Inadequate: |
|  | Good\*: |  |  |  |  |  |
| Approaching Target: |
| Requires Improvement: |
| Inadequate: |
|  | Good\*: |  |  |  |  |  |
| Approaching Target: |
| Requires Improvement: |
| Inadequate: |
| Social Value KPI (if applicable) | Good\*: |  |  |  |  |  |
| Approaching Target: |
| Requires Improvement: |
| Inadequate: |

\*Publishable fields. Please note, of the four Rating Thresholds, only the ‘Good’ threshold is published.

Please see the xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx for guidance on completing the KPI Data Report.