

Contract at Execution 14 August 2024

DATE **2024**

THE SECRETARY OF STATE FOR (1)
DEFENCE

and

QINETIQ LIMITED (2)

SCHEDULES 1 to 26 relating to TacSys
Resource Partner
Contract TRP/712620450
Issue 1.0 14/08/2024



Contents

Schedule 1	5
Definitions of the Contract.....	5
Schedule 2	6
Statement of Requirements for Contract No: TRP/712620450.....	6
Schedule 3	7
Contract Data Sheet	7
Annex A to Schedule 3 (Contract Data)	11
Schedule 4	13
Contract Change Control Procedure	13
Schedule 5	17
DEFFORM 539A – Tenderer’s Sensitive Information	17
Schedule 6	19
DEFFORM 68 - Hazardous and Non-Hazardous Substances, Mixtures or Articles Statement by the Contractor	19
Schedule 7	20
DEFFORM 691A - Timber and Wood-Derived Products Supplied under the Contract-Data Requirements.....	20
Schedule 8	21
Assurance and Acceptance Procedure	21
Part 1 – Assurance and Acceptance Process for certain Contractor Deliverables	21
Part 2 – GAR Entry Criteria and GAR Exit Criteria	28
Part 3 - Programmed Contractor Deliverables	29
Schedule 9	31
DEFFORM 539B: Publishable Performance Information - Key Performance Indicator Data Report (Edn 01/22).....	31
Contract No: TRP/712620450	31
Schedule 10	36
DEFFORM 711 - Notification of Intellectual Property Rights (IPR) Restrictions for Contract No. TRP/712620450	36
PART A – Notification of IPR Restrictions	36
PART B – System / Product Breakdown Structure (PBS)	37
Schedule 11	38
Pricing and Payment.....	38
Part 1 – Calculating the Monthly Payment	38
Part 2 - The Contract Price	41
Part 3 - Payment.....	48
Schedule 12	55
Tasking Process	55

OFFICIAL-SENSITIVE COMMERCIAL

Schedule 13	69
Required Insurances	69
Schedule 14	72
Incentivisation	72
Appendix 1	77
KPI Table	77
Schedule 15	86
Governance and Management	86
Schedule 16	93
Authority Obligations	93
Part 1 - Purpose and Principles of Authority GFA	93
Part 2 – GFA Provision linked to the Contractor Deliverables	97
Part 3 – Discretionary GFA	105
Schedule 17	106
Exit Plan	106
Appendix 1	113
Exit Plan Product Description	113
Appendix 2	116
[Exit Plan as at Effective Date]	116
Schedule 18	117
Schedule 19	118
Contract Programme	118
Schedule 20	119
Key Personnel	119
Schedule 21	120
Transfer Regulations	120
PART 1 - EMPLOYEE TRANSFER ARRANGEMENTS ON ENTRY	120
Appendix 1	124
PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS AGREEMENT	124
PART 2 – STAFF TRANSFER ARRANGEMENTS ON EXIT	128
Appendix 1	134
CONTRACTOR PERSONNEL-RELATED INFORMATION TO BE RELEASED UPON RE-TENDERING WHERE THE TRANSFER REGULATIONS APPLIES	134
Appendix 2	136
PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS CONTRACT	136
Schedule 22	139
Outcomes and Open Book Data and Audit Reports	139
Part 1	139
Part 2	139
Part 3	140
Part 4	140

OFFICIAL-SENSITIVE COMMERCIAL

OFFICIAL-SENSITIVE COMMERCIAL

Schedule 23	143
Security Conditions	143
Schedule 24	152
ITAR NDA	152
Schedule 25	154

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Schedule 1

Definitions of the Contract

Schedule 1 (Definitions of Contract) is included in the document entitled “TRP_712620450
SC2_Terms and Conditions-OSC V.1”

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Schedule 2

Statement of Requirements for Contract No: TRP/712620450

Schedule 2 (Statement of Requirements) is the document entitled "TRP_712620450_Statement of Requirement-OSC" annexed to the Contract reference TRP/712620450 and associated documents "TRP_712620450_Statement of Requirements_Acronym and Abbreviations List"; "TRP_712620450_Statement of Requirements_Definitions"; and "TRP_712620450_Statement of Requirements_Deliverables Table_ISFT"

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Schedule 3

Contract Data Sheet

General Conditions
Condition 2 – Duration of Contract: The Contract Period shall be 3 years on and from the Effective Date of Contract and ending on the earlier of the Expiry Date, as the same may be extended following the exercise by the Authority of any of Options numbered 1 or 2 to extend the Contract Period, and the Termination Date
Condition 4 – Governing Law: Contract to be governed and construed in accordance with: 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:
Condition 7 – Authority’s Representatives: The Authority’s Representatives for the Contract are as follows: Commercial: [REDACTED] (as per Annex A to Schedule 3) (DEFFORM 111)) Project Manager: [REDACTED] (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: Tactical Systems Delivery Team Ash 0A NH3 MoD Abbey Wood Bristol BS34 8JH (as per Annex A to Schedule 3 (DEFFORM 111)) Contractor: QinetiQ Limited Cody Technology Park, Ivley Road, Farnborough Hampshire GU14 0LX Notices can be sent by electronic mail? Yes - ukstratcomdd-ies-ts-trp-gm@mod.gov.uk
Condition 19.a – Progress Meetings:

The Contractor shall be required to attend the following meetings: As set out in Schedule 15 (Governance and Management)

Condition 19.b – Progress Reports:

The Contractor is required to submit the following Reports: As set out in Schedule 15 (Governance and Management)

Reports shall be Delivered to the following address: ukstratcomdd-ies-trp-gm@mod.gov.uk

Supply of Contractor Deliverables

Condition 20 – Quality Assurance:

Is a Deliverable Quality Plan required for this Contract?

Yes, the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within 60 Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.

Other Quality Assurance Requirements: - Not Required

Condition 21 – Marking of Contractor Deliverables:

Special Marking requirements: in accordance with JSP 440 Security Classifications

Condition 24 - Supply of Data for Hazardous Contractor Deliverables, Materials and Substances:

A completed Schedule 6 (Hazardous Contractor Deliverables, Materials or Substance 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 : ukstratcomdd-ies-ts-trp-gm@mod.gov.uk

b) Defence Safety Authority – DESTTECH-QSEPEnv-HSISMulti@mod.gov.uk

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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:

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: ukstratcomdd-ies-trp-gm@mod.gov.uk

to be Delivered by the following date: within 60 Business Days of this requirement

Condition 26 – Certificate of Conformity:

Is a Certificate of Conformity required for this Contract? Not Required

Applicable to Line Items: Not Required

If required, does the Contractor Deliverables require traceability throughout the supply chain?
Not Required

Applicable to Line Items: Not Required

Condition 28.b – Delivery by the Contractor:

The following Line Items are to be Delivered by the Contractor: Please see Schedule 8 (Assurance and Acceptance Process)

Special Delivery Instructions: Please see Schedule 8 (Assurance and Acceptance Process)

Condition 28.c - Collection by the Authority:

The following Line Items are to be Collected by the Authority: Not required against current Schedule 2 (Statement of Requirements)

Special Delivery Instructions: Not required against current Schedule 2 (Statement of Requirements)

Each consignment is to be accompanied by a DEFFORM 129J.

Consignor details (in accordance with Condition 28.c.(4)): Not required against current Schedule 2 (Statement of Requirements)

Line Items: Address:

Line Items: Address:

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Consignee details (in accordance with condition 22: Not required against current Schedule 2 (Statement of Requirements)

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 by the Authority.

The time limit for rejection shall be thirty (30) Business Days.

Condition 32 – Self-to-Self Delivery:

Self-to-Self Delivery required? Not required

If required, Delivery address applicable: N/A

Pricing and Payment

Condition 35 – Contract Price:

All Schedule of Requirements line items from years 1-3 shall be FIRM Price

Termination

DEFCON 656B – Termination for Convenience:

The Notice period for terminating the Contract shall be twenty (20) Business Days unless otherwise specified by the Authority.

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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Annex A to Schedule 3 (Contract Data)

DEFFORM 111

(Edn 07/21)

Appendix – Addresses and Other Information

1. Commercial Officer Name: [REDACTED] Address: MoD Abbey Wood Bristol BD34 8JH Email: [REDACTED]	8. Public Accounting Authority 1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD ((44 (0) 161 233 5397 2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD ((44 (0) 161 233 5394
2. Project Manager, Equipment Support Manager or PT Leader (from whom technical information is available) Name: [REDACTED] Address: MoD Abbey Wood Bristol BD34 8JH Email: [REDACTED]	9. Consignment Instructions The items are to be consigned as follows:
3. Packaging Design Authority Organisation & point of contact: (Where no address is shown please contact the Project Team in Box 2)	10. Transport. The appropriate Ministry of Defence Transport Offices are: A. DSCOM , DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH <u>Air Freight Centre</u> IMPORTS ((030 679 81113 / 81114 Fax 0117 913 8943 EXPORTS ((030 679 81113 / 81114 Fax 0117 913 8943 <u>Surface Freight Centre</u> IMPORTS ((030 679 81129 / 81133 / 81138 Fax 0117 913 8946 EXPORTS ((030 679 81129 / 81133 / 81138 Fax 0117 913 8946 B. JSCS JSCS Helpdesk No. 01869 256052 (select option 2, then option 3) JSCS Fax No. 01869 256837 Users requiring an account to use the MOD Freight Collection Service should contact UKStratCom-DefSp-RAMP@mod.gov.uk in the first instance.
4. (a) Supply / Support Management Branch or Order Manager: Branch/Name: <input type="checkbox"/> (b) U.I.N.	11. The Invoice Paying Authority Ministry of Defence, DBS Finance, Walker House, Exchange Flags Liverpool, L2 3YL <input type="checkbox"/> 0151-242-2000 Fax: 0151-242-2809 Website is: https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing
5. Drawings/Specifications are available from	12. Forms and Documentation are available through *: Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site, Lower Arncliffe, Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824) Applications via fax or email: Leidos-FormsPublications@teamleidos.mod.uk
6. Intentionally Blank	

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7. Quality Assurance Representative:

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

AQAPS and DEF STANs are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.gateway.isg-r.r.mil.uk/index.html> [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.kid.mod.uk/maincontent/business/commercial/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.

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Schedule 4

Contract Change Control Procedure

Contract No: TRP/712620450

Authority Changes

- 1 The Authority shall be entitled to propose any change to the Contract (a "**Change**") or (subject to paragraph 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

- 3 If the Authority wishes to propose a Change or Changes, it shall serve a written notice (an "**Authority Notice of Change**") on the Contractor.
 - 4 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 paragraphs 7 to 9 (inclusive).
 - 5 The Contractor may only refuse to implement a Change or Changes proposed by the Authority, if such change(s):
 - 5.1 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
 - 5.2 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
 - 5.3 would, if implemented, materially change the nature and scope of the requirement (including its risk profile) under the Contract;
- and:
- 5.4 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 paragraphs 5.1, 5.2 and/or 5.3 providing written evidence for the Contractor's reasoning on the matter; and
 - 5.5 further to such notification:
 - 5.5.1 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

OFFICIAL-SENSITIVE COMMERCIAL

notice under paragraph 5.4) 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 5.1, 5.2 and/or 5.3; and

5.5.2 (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 paragraphs 5.1, 5.2 and/or 5.3) 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 paragraphs 5.1, 5.2 and/or 5.3 within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after:

- (i) 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 paragraphs 5.1, 5.2 and/or 5.3); or
- (ii) the date of such determination.

6 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

7 As soon as practicable, and in any event within:

7.1 (where the Contractor has not notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of paragraphs 5.1, 5.2 and/or 5.3 in accordance with paragraph 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

7.2 (where the Contractor has notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of paragraphs 5.1, 5.2 and/or 5.3 in accordance with paragraph 5 and:

7.2.1 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 paragraphs 5.1, 5.2 and/or 5.3 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 paragraphs 5.1, 5.2 and/or 5.3) 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

7.2.2 the Authority has disputed such conclusion and it has been determined in accordance with Condition 40 (Dispute Resolution)

OFFICIAL-SENSITIVE COMMERCIAL

that the relevant Change(s) is/are not a Change(s) falling within the scope of paragraphs 5.1, 5.2 and/or 5.3) 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 paragraph 5, that the relevant Change or Changes is/are a Change(s) falling within the scope of paragraphs 5.1, 5.2 and/or 5.3.

- 8 The Contractor Change Proposal shall comprise in respect of each and all Change(s) proposed:
 - 8.1 the effect of the Change(s) on the Contractor's obligations under the Contract;
 - 8.2 a detailed breakdown of any costs which result from the Change(s);
 - 8.3 the programme for implementing the Change(s);
 - 8.4 any amendment required to this Contract as a result of the Change(s), including, where appropriate, to the Contract Price; and
 - 8.5 such other information as the Authority may reasonably require.
- 9 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

- 10 As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:
 - 10.1 evaluate the Contractor Change Proposal; and
 - 10.2 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.
- 11 As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:
 - 11.1 either indicate its acceptance of the Change Proposal by issuing a DEFFORM10B in accordance with Condition 6 (Formal Amendments to the Contract), whereupon the Contractor shall promptly sign and return to the Authority the Contractor's DEFFORM 10B indicating their unqualified acceptance of such amendment in accordance with, and otherwise discharge

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their obligations under, such Condition and implement the relevant Change(s) in accordance with such proposal; or

- 11.2 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).
- 12 If the Authority rejects the Contractor Change Proposal, it shall not be obliged to give its reasons for such rejection.
- 13 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 paragraph 11.1. and then subject only to the terms of the Contractor Change Proposal so accepted.

Contractor Changes

- 14 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 paragraphs 8 to 13 (inclusive).

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Schedule 5

DEFFORM 539A – Tenderer's Sensitive Information

Contract No: TRP/712620450

DEFFORM 539A Edn

01/22

This list shall be agreed in consultation with the Authority and the Contractor and may be reviewed and amended by agreement. The Authority shall review the list before the publication of any information.

ITN Ref No: 712620450 Tactical Systems (TacSys) Resource Partner (TRP)

Description of Tenderer's Sensitive Information:

1. All Rate Cards;
2. All Price Breakdowns;
3. All Pricing Information and Models;
4. All Curricula Vitae;
5. All Proposed Method Statements for the Delivery of the Contractor Deliverables.

Cross Reference(s) to location of Sensitive Information in Tender:

1. All Rate Cards, Price Breakdowns and all Pricing Information and Models – located at:
(TRP_712620450_Pricing Template-OSC attached to question 3.3.1)
(TRP_712620450-Schedule of Requirements-OSC attached to question 3.3.2 in the Total Value of Tender)
2. All Curricula Vitae – located at: See Annex A
3. Proposed Method Statements – located at: See Annex A

Explanation of Sensitivity:

The inclusion of Commercially Sensitive Information is provided for the purpose of ITN evaluation only and, should this information be released into the public domain, it could then allow our competitors an unfair advantage. They could use such information when assessing their own offerings in future competitions where they understand or suspect we may also be bidding and also (in relation to the CVs) unduly target and seek to poach staff.

Details of potential harm resulting from disclosure:

As detailed above should disclosure of the specified Commercially Sensitive Information take place, this will then provide our competitors with valuable market intelligence that may be used against us in future competitions and thus cause financial harm to QinetiQ Ltd and our

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subcontractors. Furthermore, the disclosure of such information will mean that in general suppliers would be less willing in future competitions to provide any level of breakdown or personal information, thus removing the Authority's ability to seek such information which it can then use to assist in tender evaluations.

Period of Confidence (if applicable):

We would seek to have an unlimited Period of Confidence for the specified Commercially Sensitive Information. Whilst, after a number of years such information may appear to become less commercially sensitive, release of such information could still be combined with other information such as likely rates up-lifts that could be agreed with MOD. Hence our competitors could still use the information as a set of historical pricing against which to assess their own potential competitive offerings.

Contact Details for Transparency / Freedom of Information matters:

Name: **[REDACTED]**

Position: Commercial Manager

Address: Building 240, Bristol Business Park, Bristol, Avon BS16 1EJ

Telephone Number: **[REDACTED]**

Email Address: **[REDACTED]**

Annex A - [REDACTED]

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Schedule 6

**DEFFORM 68 - Hazardous and Non-Hazardous Substances, Mixtures or Articles
Statement by the Contractor**

Contract No: TRP/712620450

DEFFORM 68 (Edn 09/22)

Contract Title: Tactical Systems (TacSys) Resource Partner

Contractor: QinetiQ Limited

Date of Contract: 14 August 2024

To the best of our knowledge there are no hazardous Contractor Deliverables, materials or substances to be supplied.

Contractor's Signature: **[REDACTED]**

Name: **[REDACTED]**

Job Title: Commercial Manager

Date: 17th March 2023

Hazardous Stores Information System (HSIS)
Defence Safety Authority (DSA)
Movement Transport Safety Regulator (MTSR)
Hazel Building Level 1, #H019
MOD Abbey Wood (North)
Bristol BS34 8QW

Emails to be sent to: DESTECH-QSEPEnv-HSISMulti@mod.gov.uk

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Schedule 7

DEFFORM 691A - Timber and Wood-Derived Products Supplied under the Contract-Data Requirements

DEFFORM 691A (Edn 03/13)

Data Requirements for Contract No: TRP/712620450

The following information is provided in respect of Condition 25 (Timber and Wood-Derived Products):

Schedule of Requirements item and timber product type	Volume of timber Delivered to the Authority with FSC, PEFC or equivalent evidence	Volume of timber Delivered to the Authority with other evidence	Volume (as Delivered to the Authority) of timber without evidence of compliance with Government Timber Procurement Policy	Total volume of timber Delivered to the Authority under the Contract

OFFICIAL-SENSITIVE COMMERCIAL

Schedule 8

Assurance and Acceptance Procedure

Contract No: TRP/712620450

Part 1 – Assurance and Acceptance Process for certain Contractor Deliverables

1 General Assurance Review

1.1 The Contractor acknowledges and agrees that certain of the Contractor Deliverables that are to be provided by the Contractor as part of the Contractor Deliverables in accordance with this Contract that are:

1.1.1 Programmed Contractor Deliverables shall be reviewed, assured, approved or otherwise processed in accordance with a General Assurance Review ("**GAR**");

1.1.2 Unprogrammed Contractor Deliverables, shall be reviewed, assured, approved or otherwise processed in accordance with a GAR, but only where the Authority has notified the Contractor of a GAR Submission Date, a GAR Review Date and the relevant GAR Entry Criteria and GAR Exit Criteria for such Contractor Deliverables as contemplated in paragraphs 1.3.1 and 1.3.2.

1.2 The Contractor acknowledges and agrees that:

1.2.1 where the Contractor is required to develop, create, produce, provide and/or deliver any items or documents which are Programmed Contractor Deliverables;

1.2.2 where, during the Contract Period, the Contractor is required to develop, create, produce, provide and/or deliver any Contractor Deliverables following the commencement of an Exercised Option or as the result of an approved Change in accordance with Schedule 4 (Contract Change Control Procedure) or the commencement of any Tasking in accordance with Schedule 12 (Tasking Process), in respect of which there is no GAR Review Date and/or GAR Submission Date identified on the Contract Programme (where no such date was identified pursuant to the Exercised Option or approved Change or an Active Tasking Order) (the items in this paragraph 1.2.2 being "**Unprogrammed Contractor Deliverables**"),

then, in each case:

- (i) such items or documents (including any Relevant Deliverable) shall be subject to a GAR (but in the case of Unprogrammed Contractor Deliverables, only where the Authority has notified the Contractor of a GAR Review Date and GAR Submission Date for such Contractor Deliverable as contemplated in paragraphs 1.3.1 and 1.3.2); and
- (ii) failure to satisfy KPI 1.1 (Quality) and/or KPI 1.2 (Time) shall permit the Authority to make Deductions as set out in Schedule 14 (Incentivisation).

1.3 In relation to each GAR, the following procedure shall apply:

OFFICIAL-SENSITIVE COMMERCIAL

- 1.3.1 the Contractor shall or shall procure that the relevant Programmed Contractor Deliverable or Unprogrammed Contractor Deliverable together with any other information required by the Authority in accordance with the Assurance Process ("**GAR Relevant Deliverable**"), is provided to the Authority's Representative on or prior to the GAR Submission Date (and the Contractor acknowledges that the Authority may notify the Contractor at any time in writing (or orally during a Monthly Performance Review), the GAR Submission Date and GAR Review Date and the relevant GAR Entry Criteria and GAR Exit Criteria for any GAR Relevant Deliverable which is an Unprogrammed Contractor Deliverable); and
- 1.3.2 after the GAR Review Period has commenced and on or prior to the GAR Review Date, the Authority's Representative shall notify the Contractor (in writing) whether it has any comments or objections in relation to the GAR Relevant Deliverable.
- 1.4 If the Authority's Representative intends to raise comments and/or raise objections and/or raises comments on or objects to any GAR Relevant Deliverable, he shall state the reasons for (and shall provide such evidence or other information as may be reasonably necessary to substantiate) such comments or objections.
- 1.5 The Contractor acknowledges and agrees that:
 - 1.5.1 a GAR shall not (unless otherwise agreed in writing by the Authority's Representative) take place if the GAR Entry Criteria in respect of that GAR has not been satisfied;
 - 1.5.2 the GAR Review Period shall not (unless otherwise agreed in writing by the Authority's Representative) commence until receipt by the Authority's Representative of the GAR Relevant Deliverable together with any other further information required by the Authority in accordance with this Schedule 8 (Assurance and Acceptance Process);
 - 1.5.3 in the case of Programmed Contractor Deliverables the Authority has specified and in the case of the Unprogrammed Contractor Deliverables the Authority will specify the relevant GAR Submission Dates and GAR Review Dates on the assumption that the Contractor has fully complied (and, at all times throughout the Contract Period, continues to fully comply) with all of its obligations and where the Contractor shall not have complied with all such obligations, the Authority shall be entitled to such extension to such dates and period as it considers reasonable in the circumstances to enable the Authority to review and consider in full any GAR Relevant Deliverable.
- 1.6 No review, comment, approval by the Authority under this Schedule 8 (Assurance and Acceptance Process) shall operate to exclude or limit the Contractor's obligations or liabilities under this Contract (or the Authority's rights under this Contract), including (without limitation) the Contractor's obligation to deliver the Contractor Deliverables in accordance with the Contract Programme.

Further Information

- 1.7 The Contractor shall submit any further or other information, data, documents and/or items that the Authority's Representative reasonably requires in relation to any GAR to be conducted under this Schedule 8 (Assurance and Acceptance Process).

OFFICIAL-SENSITIVE COMMERCIAL

- 1.8 If the Contractor does not submit any such information, data, documents and/or items, the Authority's Representative shall be entitled to:
- 1.8.1 comment on or object to the GAR Relevant Deliverable on the basis of the information, data, documents and/or items which have been provided; or
 - 1.8.2 reject the GAR Relevant Deliverable on the grounds that insufficient information, data, documents and/or items have been provided.

Effect of Review

- 1.9 Where the GAR Exit Criteria in respect of a GAR has been achieved on the GAR Review Date:
- 1.9.1 any GAR Relevant Deliverable (and/or any further information, data, documents and/or items submitted as part of the GAR Entry Criteria for that GAR) in respect of which the Authority's Representative has confirmed that it does not have any comments or objections shall:
 - (i) where there is no further work to be carried out by the Contractor in respect of the GAR Relevant Deliverable, be considered for Acceptance in accordance with paragraph 2 (Acceptance Tests for General Assurance Reviews); or
 - (ii) where there is further work to be carried out by the Contractor in respect of the GAR Relevant Deliverable, be further developed by the Contractor and submitted for review by the Authority at the next relevant GAR Review Date; or
 - 1.9.2 if the Authority's Representative raises comments or objections in relation to a GAR Relevant Deliverable (and/or in relation to any further information, data, documents and/or items submitted as part of the GAR Entry Criteria for that GAR) but notwithstanding such comments or objections the Authority's Representative (in his absolute discretion) is satisfied that the GAR Exit Criteria for that GAR can be considered to have been achieved, the Contractor shall:
 - (i) to the extent that such comments or objections do not require the Contractor to undertake further or additional activities and re-submit the GAR Relevant Deliverable (and/or any information, data, documents and/or items submitted as part of the GAR Entry Criteria for that GAR) to the Authority for further review prior to complying with and/or proceeding on the basis of and/or undertaking such further and/or additional activities in respect of (as the case may be) such GAR Relevant Deliverable, comply with and/or proceed on the basis of and/or undertake such further and/or additional activities in respect of (as the case may be) such GAR Relevant Deliverable (and/or such information, data, documents and/or items submitted as part of the GAR Entry Criteria for that GAR) after amendment and/or adjustment (as the case may be) in accordance with the comments or objections of the Authority's Representative and such GAR Relevant Deliverable shall only be considered for Acceptance in accordance with paragraph 2 (Acceptance Tests for General Assurance Reviews) when the GAR Relevant Deliverable has been

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amended and/or updated (as the case may be) and reissued by the Contractor to the Authority;

- (ii) to the extent that such comments or objections do require the Contractor to undertake further or additional activities and re-submit the GAR Relevant Deliverable (and/or any information, data, documents and/or items submitted as part of the GAR Entry Criteria for that GAR) to the Authority for further review:
 - (A) not act on and/or proceed on the basis of the GAR Relevant Deliverable (and/or any such information, data, documents and/or items submitted as part of the GAR Entry Criteria for that GAR) or the relevant part of such GAR Relevant Deliverable (and/or any such information, data, documents and/or items submitted as part of the GAR Entry Criteria for that GAR) to which such comments or objections relate (as the case may be);
 - (B) undertake such further or additional activities as are necessary to address each of the comments and/or objections of the Authority's Representative; and
 - (C) re-submit the GAR Relevant Deliverable and/or such information, data, documents and/or items submitted as part of the GAR Entry Criteria for that GAR (as amended and specifically identifying the amendments, adjustments and/or changes made to such GAR Relevant Deliverable (and/or such information, data, documents and/or items) to address the comments or objections raised by the Authority's Representative) to the Authority's Representative within such period and in the manner as the Authority's Representative shall specify at the time of issuing such comments or objections to the Contractor or as otherwise specified at the relevant GAR,

provided always that where:

- 1) the Contractor does not comply with the provisions of this paragraph 1.9.2 within such time period and/or in such manner specified; and/or
- 2) the Authority's Representative has further comments and/or objections in relation to such amendments, adjustments and/or changes (and/or any failure by the Contractor to make such amendments, adjustments and/or changes as would be reasonably required to address such comments and/or objections of the Authority's Representative) when the GAR Relevant Deliverable (and/or any such information, data, documents and/or items submitted as part of the GAR Entry Criteria for the relevant GAR) is re-submitted,

then such GAR Relevant Deliverable (and such information, data, documents and/or items) shall be deemed to be required

OFFICIAL-SENSITIVE COMMERCIAL

to be submitted as part of any subsequent GAR as may be notified by the Authority's Representative;

- (iii) if the Contractor does not accept the comments or objections of the Authority's Representative (and the Parties are otherwise unable to agree such matter), refer the matter for determination in accordance with the Dispute Resolution Procedure (and the Contractor shall not act on and/or proceed on the basis of the GAR Relevant Deliverable and/or such information, data, documents and/or items) until such matter is so determined in accordance with this paragraph 1.9.2(iii) or otherwise agreed in writing).

1.10 Where, subject to paragraph 1.9.2 above, the GAR Exit Criteria in respect of a GAR has not been achieved on the GAR Review Date, then that GAR shall be repeated (the **"GAR Subsequent Review"**) in accordance with the following procedure:

1.10.1 if the Authority's Representative raises comments or objections in relation to a GAR Relevant Deliverable (and/or any information, data, documents and/or items submitted as part of the GAR Entry Criteria for that GAR), the Contractor shall:

- (i) to the extent that such comments or objections require the Contractor to undertake further or additional activities and re-submit the GAR Relevant Deliverable (and/or any such information, data, documents and/or items submitted as part of the GAR Entry Criteria for that GAR) to the Authority for further review at the GAR Subsequent Review:
 - (A) not act on and/or proceed on the basis of the GAR Relevant Deliverable (and/or such information, data, documents and/or items submitted as part of the GAR Entry Criteria for that GAR) or the relevant part of such GAR Relevant Deliverable (and/or such information, data, documents and/or items submitted as part of the GAR Entry Criteria for that GAR) to which such comments or objections relate (as the case may be);
 - (B) undertake such further or additional activities as are necessary to address each of the comments and/or objections of the Authority's Representative; and
 - (C) re-submit the GAR Relevant Deliverable (and/or such information, data, documents and/or items submitted as part of the GAR Entry Criteria for that GAR) as amended and specifically identifying the amendments, adjustments and/or changes made to such GAR Relevant Deliverable (and/or such information, data, documents and/or items) to address the comments or objections raised by the Authority's Representative for the GAR Subsequent Review; or
- (ii) if it does not accept the comments or objections of the Authority's Representative (and the Parties are otherwise unable to agree such matter), refer the matter for determination in accordance with the Dispute Resolution Procedure and the Contractor shall not act on and/or proceed on the basis of the GAR Relevant Deliverable and/or

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such information, data, documents and/or items submitted as part of the GAR Entry Criteria for that GAR until such matter is so determined in accordance with this paragraph 1.10.1(ii) or otherwise agreed in writing;

- 1.10.2 the Authority's Representative shall notify the Contractor of:
- (i) a further date for the GAR Subsequent Review at which the GAR in question shall be repeated and such date shall be deemed to be the GAR Review Date for that GAR Subsequent Review; and
 - (ii) the GAR Submission Date for that GAR Subsequent Review;
- 1.10.3 the Items and/or items required for that GAR Subsequent Review shall be the GAR Relevant Deliverable together with any additional information, data, documents and/or items referred to in (and/or as the Authority's Representative may require) pursuant to paragraph 1.7 above,

and the provisions of this Schedule 8 (Assurance and Acceptance Process) shall apply to such GAR Subsequent Review as if it was the original GAR, changed according to context.

- 1.11 Confirmation by the Authority's Representative that it has no comments and/or objections shall mean that the GAR Relevant Deliverable may be used or implemented (or the Contractor may proceed on the basis of that GAR Relevant Deliverable) for the purposes for which it is intended but, save to the extent expressly stated in this Contract, such confirmation shall not otherwise relieve the Contractor of its obligations under this Contract nor is it an acknowledgement by the Authority that the Contractor has complied with such obligations.

Variations

- 1.12 No approval or comment or any failure to give or make an approval or comment under this Schedule 8 (Assurance and Acceptance Process) shall constitute an Authority Change, save to the extent implemented in accordance with Schedule 4 (Contract Change Control Procedure) as contemplated in paragraph 1.13 below.
- 1.13 If having received comments or objections from the Authority's Representative, the Contractor considers that compliance with those comments or objections would amount to an Authority Change, the Contractor shall, before complying with the comments or objections, notify the Authority of the same and, if it is agreed by the Parties or determined pursuant to the Dispute Resolution Procedure that an Authority Change would arise if the comments or objections were complied with, the Authority may, if it wishes, implement the Authority Change and it shall be dealt with in accordance with Schedule 4 (Contract Change Control Procedure).
- 1.14 Any failure by the Contractor to notify the Authority that it considers compliance with any comments or objections of the Authority's Representative would amount to an Authority Change shall constitute an irrevocable acceptance by the Contractor that any compliance with the Authority's comments or objections shall be without cost to the Authority and without any further relief for the Contractor.

Document Management

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- 1.15 The Contractor shall issue each GAR Relevant Deliverable to the Authority's Representative in the format required by the Authority as notified by the Authority from time to time.
- 1.16 The Contractor shall compile and maintain a register of the date of receipt and content of all GAR Relevant Deliverables that are returned by the Authority's Representative.

2 Acceptance Tests for General Assurance Reviews

- 2.1 The Authority shall be deemed to have Accepted each GAR Relevant Deliverable which:
 - 2.1.1 satisfies the requirements of paragraph 1.9.1(i) (General Assurance Reviews);
 - 2.1.2 is of the type described in paragraph 1.9.1(ii) (General Assurance Reviews) and where the further work required to be undertaken is carried out and the GAR Relevant Deliverable is appropriately and correctly updated or amended (as the case may be) and reissued to the Authority at a later GAR (in accordance with paragraph 1.9.2(i) (General Assurance Reviews)) and ultimately satisfies the requirements of paragraph 1.9.1(i) (General Assurance Reviews);
 - 2.1.3 did not satisfy the requirements of paragraph 1.9.1(i) (General Assurance Reviews) and is the subject of a GAR Subsequent Review or GAR Subsequent Reviews and ultimately satisfies the requirements of paragraph 1.9.1(i) (General Assurance Reviews);
 - 2.1.4 following a determination pursuant to paragraph 1.9.2(iii) (General Assurance Reviews) that the GAR Relevant Deliverable satisfies the requirements of paragraph 1.9.1(i) (General Assurance Reviews),

in each case when the GAR Exit Criteria for the GAR Relevant Review have been satisfied and the GAR Relevant Deliverable is in GAR Final Form on the relevant GAR Review Date (being the GAR Review Date when such GAR Exit Criteria were satisfied or are later determined to have been satisfied).

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Part 2 – GAR Entry Criteria and GAR Exit Criteria

1 GAR Entry Criteria

1.1 The receipt by the Authority's Representative of:

1.1.1 the GAR Relevant Deliverable;

1.1.2 any additional information required by the Authority and notified to the Contractor prior to the relevant GAR Submission Date (including any additional requirements referred to in the relevant GAR Entry Criteria in respect of an Unprogrammed Contractor Deliverable)

at a level of maturity that can be reasonably be expected to be achieved by the Contractor at the then relevant stage of the Assurance and Acceptance Process.

2 GAR Exit Criteria

2.1 Where:

2.1.1 the Authority's Representative is satisfied that the Contractor has delivered the GAR Relevant Deliverable on or prior to the GAR Submission Date and where the Authority has received all information it has requested from the Contractor in accordance with paragraph 1.7 (Further Information) of Part 1 of Schedule 8 (Assurance and Acceptance Process) and/or any other additional requirements referred to in the GAR Exit Criteria in respect of an Unprogrammed Contractor Deliverable; and

2.1.2 the Authority's Representative has confirmed to the Contractor that it has no comments and/or objections in relation to any of the GAR Entry Criteria; or

2.1.3 the Authority's Representative, having raised comments and/or objections in accordance with paragraph 1.9.2 of Part 1 of this Schedule 8 (Assurance and Acceptance Process), is satisfied that all of the GAR Entry Criteria have been reviewed, amended, developed, modified and/or updated (as necessary) to address such comments and/or objections; and

2.1.4 subject to and in accordance with paragraph 1.9.1 of Part 1 of this Schedule 8 (Assurance and Acceptance Process), the Authority's Representative is satisfied that the GAR Exit Criteria for the relevant GAR can be considered to have been achieved.

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Part 3 - Programmed Contractor Deliverables

The Programmed Contractor Deliverables at the Effective Date are those Contractor Deliverables identified by the following SoRs, full details of which can be found in Schedule 2 (Statement of Requirements):

SoRs of Programmed Contractor Deliverables as at the Effective Date of Contract:

Core Contractor Deliverables iaw SOR and SOR Appendices 1 to 12 inclusive

SOR Appendix 13 Option (TRP Work Package – MORPHEUS Project)

SOR Appendix 19 Option (TRP Work Package – Joint System Integration)

SOR Appendix 24 Option (TRP Work Package – MMR)

SOR Appendix 26 Option (TRP Work Package – AFV-Headset)

SOR Appendix 27 Option (TRP Work Package – Trinity)

SOR Appendix 28 Option (TRP Work Package – Falcon)

SOR Appendix 31 Option (TRP Work Package – BCIP Sustain)

SOR Appendix 32 Option (TRP Work Package – Post Design Services)

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Schedule 9

DEFFORM 539B: Publishable Performance Information - Key Performance Indicator Data Report (Edn 01/22)

Contract No: TRP/712620450

KPI Description*	Rating Thresholds	Frequency of Measurement	Quarter and Year*	Average for Reporting Period	Rating*	Comment*
KPI 1.1 Quality	Good: All Contractor Deliverables which are due to be delivered in the relevant Contract Month are delivered and are determined by the Authority to be delivered in accordance with this Contract	Monthly				
	Approaching Target: n/a					
	Requires Improvement: 80-99.9%					
	Inadequate: <79.9%					
KPI 1.2 Time	Good: All Contractor Deliverables due to be delivered in the relevant Contract Month have been delivered on or before the relevant date in accordance with this Contract	Monthly				
	Approaching Target: n/a					
	Requires Improvement: 80-99.9%					
	Inadequate: <79.9%					
KPI 2.1 Trust	Good: Over 90% Key Positions have a succession plan in place to ensure continuation of delivery against the defined Key Roles; and All enquiries raised against the contract are responded to within the relevant Contract Month.	Monthly				
	Approaching Target : n/a					
	Requires Improvement: 80-89.9%					
	Inadequate: <79.9%					
KPI 2.2 Flexibility	Good: There are no rejected tasks due to unavailable SQEP within the relevant Contract Month.	Monthly				
	Approaching Target: n/a					

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	Requires Improvement: There are up to 2 rejected tasks due to unavailable SQEP within the relevant Contract Month					
	Inadequate: There are more than 2 rejected tasks due to unavailable SQEP within the relevant Contract Month.					
KPI 2.3 Transparency	Good: All performance reviews attended within a quarter; and All performance reports due to be delivered in the relevant Contract month have been delivered on or before the relevant date in accordance with the Contract.					
	Approaching Target: n/a					
	Requires Improvement: 66% of performance reviews are attended within a Quarter; and over 80% of performance reports due to be delivered in the relevant Contract month have been delivered on or before the relevant date in accordance with the Contract.					
	Inadequate: 33% of performance reviews are attended within a quarter; and less than 80% of performance reports due to be delivered in the relevant Contract month have been delivered on or before the relevant date in accordance with the Contract.					
KPI 2.4 Integration and Collaboration	Good: There are less than 10% of new staff that have not attended an induction programme within one month of commencing work aligned to the Contract; and there are less than 10% of staff that have outstanding mandatory training courses as detailed in the staff induction process					
	Approaching Target: n/a					
	Requires Improvement: There are less than 25% of new staff that have not attended an induction programme within one month of commencing work aligned to the Contract; and there are less than 25% of staff that have outstanding mandatory training courses as detailed in the staff induction process.					
	Inadequate: There are more than 25% of new staff that have not attended an induction programme within one month of commencing work aligned to the Contract; and/or here are more than 25% of staff that have outstanding mandatory training courses as detailed in the staff induction process					

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KPI 2.5 Continuous Improvement	Good: The number of innovations identified within the current Quarter is >5 or the number of innovations planned to be implemented in the next Quarter is >1.					
	Approaching Target:					
	Requires Improvement: The number of innovations identified within the current Quarter is 1.					
	Inadequate: There are no innovations identified within the current Quarter or planned to be implemented in the next Quarter.					
KPI 3.1 Key Personnel	Good: The Authority determines that the Contractor has complied with clauses 46.h(3) to (7) to fulfil the requirement to provide Key Personnel against the required SoRs.					
	Approaching Target: n/a					
	Requires Improvement: n/a					
	Inadequate: The Authority determines that the Contractor has not complied with clauses 46.h(3) to (7) to fulfil the requirement to provide Key Personnel against the required SoRs.					
KPI 4.1 Tasking Process	Good: The Contractor has successfully completed 90% or greater of Tasking requests within the timeframes stipulated in the relevant Tasking Form Part 2 set out in Schedule 12 (Tasking Process)					
	Approaching Target: n/a					
	Requires Improvement: 80-89.9%					
	Inadequate: <79.9%					
KPI 5.1 Equal Opportunity - Reducing the disability employment gap.	Good: Greater than 5% of FTE disabled people are employed under the Contract, as a proportion of the total FTE contract workforce,					
	Approaching Target: 3% to 5% of FTE disabled people are employed under the Contract, as a proportion of the total FTE contract workforce,					
	Requires Improvement: 1% to 2.9% of FTE disabled people are employed under the Contract, as a proportion of the total FTE contract workforce,					
	Inadequate: Less than 1% of FTE disabled people are employed under the Contract, as a proportion of the total FTE contract workforce,					

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KPI 5.2 Equal Opportunity – Tackling workforce inequality.	Good: Greater than 10% of full-time equivalent (FTE) people are from groups under-represented in the workforce employed under the Contract, as a proportion of the total FTE contract workforce.					
	Approaching Target: 7.6% to 10% of full-time equivalent (FTE) people are from groups under-represented in the workforce employed under the Contract, as a proportion of the total FTE contract workforce					
	Requires Improvement: 5% to 7.5% of full-time equivalent (FTE) people are from groups under-represented in the workforce employed under the Contract, as a proportion of the total FTE contract workforce.					
	Inadequate: Less than 5% of full-time equivalent (FTE) people are from groups under-represented in the workforce employed under the Contract, as a proportion of the total FTE contract workforce					
KPI 5.3 Health and wellbeing.	Good: Above 80% of all companies in the supply chain under the Contract have implemented measures to improve the physical and mental health and wellbeing of employees and; Above 80% of all companies in the supply chain under the Contract to have implemented the 6 standards in the Mental Health at Work commitment					
	Approaching Target: 70% to 80% of all companies in the supply chain under the Contract have implemented measures to improve the physical and mental health and wellbeing of employees and, 70% to 80% of all companies in the supply chain under the Contract have implemented the 6 standards in the Mental Health at Work commitment.					
	Requires Improvement: 50% to 69% of all companies in the supply chain under the Contract have implemented measures to improve the physical and mental health and wellbeing of employees and, 50% to 69% of all companies in the supply chain under the Contract have					

OFFICIAL SENSITIVE COMMERCIAL

OFFICIAL-SENSITIVE COMMERCIAL

	implemented the 6 standards in the Mental Health at Work commitment.					
	Inadequate: Less than 50% of all companies in the supply chain under the Contract to have implemented measures to improve the physical and mental health and wellbeing of employees and/or, Less than 50% of all companies in the supply chain under the Contract to have implemented the 6 standards in the Mental Health at Work commitment.					

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

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Schedule 10

DEFFORM 711 - Notification of Intellectual Property Rights (IPR) Restrictions for Contract
No. TRP/712620450

DEFFORM 711 (Edn 11/22)

PART A – Notification of IPR Restrictions

1. <u>ITT / Contract Number</u>				
2. <u>ID #</u>	3. <u>Unique Technical Data Reference Number / Label</u>	4. <u>Unique Article(s) Identification Number / Label</u>	5. <u>Statement Describing IPR Restriction</u>	6. <u>Ownership of the Intellectual Property Rights</u>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Please continue on additional sheets where necessary

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PART B – System / Product Breakdown Structure (PBS)

The Contractor should insert their PBS here. For Software, please provide a Modular Breakdown Structure.

(Please see the [DEFFORM 711 Completion Notes](#) for guidance on completing the Notification of Intellectual Property Rights (IPR) Restrictions form)

Schedule 11

Pricing and Payment

Part 1 – Calculating the Monthly Payment

1 Calculating the Monthly Payment

- 1.1 The Monthly Payment ("MP") in respect of each Contract Month ("**Contract Month n**") during the Contract Period shall be calculated in accordance with the following formula:

$$\mathbf{MP = CCDP + OPPAY - \sum D + \sum CA - \sum AA}$$

where:

- 1.1.1 **MP** is the Monthly Payment for Contract Month n;
- 1.1.2 **CCDP** is the Core Contractor Deliverables Payment for Contract Month n;
- 1.1.3 **OPPAY** is the Option Payment for Contract Month n;
- 1.1.4 $\sum D$ is the sum of the Deductions which the Authority shall be entitled to make in accordance with paragraph 2;
- 1.1.5 $\sum CA$ is the sum of any other amounts that are agreed or determined to be payable by the Authority to the Contractor in the relevant Contract Month in accordance with paragraph 4.2; and
- 1.1.6 $\sum AA$ is the sum of any other amounts that are agreed or determined to be payable by the Contractor to the Authority in the relevant Contract Month in accordance with paragraph 4.1.
- 1.2 The Authority shall be entitled to apply the amount of any other amounts payable to the Contractor and/or credited to the Authority in respect of a Contract Month to the Monthly Payment next due to be paid by the Authority (following the Contract Month in which the agreement or determination of the amount payable by the Authority (if any) in respect of Contract Month n occurs), provided that any failure by the Authority to apply any Deductions incurred and/or other amounts payable to the Contractor and/or credited to the Authority to the Monthly Payment next due to be paid by the Authority (following the Contract Month in which the agreement or determination of the amount payable by the Authority (if any) in respect of Contract Month n occurs), shall not prejudice the Authority's right to apply such Deductions incurred and/or other amounts payable to the Contractor and/or credited to the Authority, in respect of any subsequent Monthly Payment that becomes due to be paid.
- 1.3 Where the product of the calculation carried out pursuant to paragraph 1.1 would reduce the Monthly Payment in Contract Month n to an amount less than zero (0), then the Authority shall be entitled to carry forward and apply the amount to which such Monthly Payment is less than zero (0) (the "**Excess Monthly Payment**") to the next and any subsequent Monthly Payment due in respect of any subsequent Contract Month until the amount of such Excess Monthly Payment relating to such Contract Month n has been recovered in full by the Authority.

2 Deductions

- 2.1 The Authority shall be entitled to make Deductions from the Monthly Payment in accordance with the provisions of paragraph 5 of Schedule 14 (Incentivisation) and in accordance with the formula at paragraph 1.1 of this Part 1 of this Schedule 11 (Pricing and Payment).

3 Payment for Tasking Expenses

- 3.1 The Core Contactor Deliverables Firm Price and the Option Firm Price shall include certain agreed expenses of the type set out at Appendix 4 (Allowable Expenses) ("**Expenses**").
- 3.2 The Contractor shall only be entitled to recover Expenses from the Authority in relation to an Active Tasking Order where the Contractor has demonstrated to the satisfaction of the Authority that any Expenses have been necessarily and properly incurred by the Contractor in the course of performing the Active Tasking Order.
- 3.3 The Contractor shall include anticipated Expenses (if any) in the Tasking Proposal.
- 3.4 Expenses that have been approved by the Authority and which have been incurred in the relevant Contract Month n shall be included in the invoice referred to in paragraph 3.2.

4 Other Payments Due

- 4.1 The Authority shall be entitled to reduce the Monthly Payment to reflect any sums that are agreed or determined to be payable by the Contractor to the Authority in respect of this Contract (including any sums contemplated in clause 36.f (Payment and Recovery of Sums Due)) in the Contract Month immediately following such agreement or determination, provided that the Authority's Representative has notified the Contractor's Representative at any time prior to making the relevant deduction.
- 4.2 The Authority shall increase the Monthly Payment to reflect any sums that are agreed or determined to be payable to the Contractor in respect of this Contract in the Contract Month immediately following such agreement or determination.
- 4.3 The Parties:
- 4.3.1 may, during the Contract Period and on written notice to the other, carry out a reconciliation to determine the amount of any payments that are due to the Authority and/or the Contractor (as the case may be) in accordance with this Contract; and
- 4.3.2 following the Expiry Date or Termination Date, carry out a reconciliation to determine the amount of any payments that are due to the Authority and/or the Contractor (as the case may be) in accordance with this Contract.
- 4.4 The reconciliations referred to in paragraph 4.3, shall take place:
- 4.4.1 where either Party gives written notice to the other of a requirement for a reconciliation at any time during the Contract Period, at a time to be agreed by the Parties or in the absence of agreement within ten (10) Business Days following the date of receipt of the notice issued by the other Party as referred to paragraph 4.3.1; and/or

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- 4.4.2 in the case of early termination or Expiry of this Contract, within ten (10) Business Days of the Termination Date or Expiry Date (as the case may be) or such other date as is agreed by the Parties,

and shall be carried out in accordance with a methodology to be agreed by the Parties or as determined in accordance with paragraph 4.5.

- 4.5 In the event that the Parties fail to agree any matter arising from the conduct of or the conclusion of any matter arising from a reconciliation, either Party may refer such matter for resolution to the Dispute Resolution Procedure.

Part 2 - The Contract Price

1 Core Contractor Deliverables Firm Price and Option Firm Price

Core Contractor Deliverables Firm Price

- 1.1 The Core Contractor Deliverables Firm Price is that part of the Contract Price payable by the Authority during the Firm Price Period in respect of the Core Contractor Deliverables and all of the other obligations of the Contractor under this Contract.
- 1.2 The Core Contractor Deliverables Firm Price has been divided into twelve (12) tranches for each of Year 1, Year 2 and Year 3 in respect of a Contract Month ("**Milestones**") as set out in Appendix 1 (Milestone Payments Schedule for Core Contractor Deliverables). The Milestones and Milestone Payments Schedule for the Core Contractor Deliverables may change as a result of the commencement of an Active Tasking Order as contemplated in Schedule 12 (Tasking Process) (or as a result of an approved Change pursuant to Schedule 4 (Contract Change Control Procedure)).
- 1.3 The Core Contractor Deliverables Firm Price during the Firm Price Period may increase or decrease to take account of the calculation of the Core Contractor Deliverables Adjustment Firm Price for any Active Tasking Orders relating to the Core Contractor Deliverables (and the associated increase or decrease to the Contractor Deliverables associated with the Core Contractor Deliverables) following commencement of the relevant Active Tasking Orders, (or as a result of an approved Change pursuant to Schedule 4 (Contract Change Control Procedure)) as calculated in accordance with paragraph 2 (*Calculating Core Contractor Deliverables Adjustment Firm Prices and/or Option Adjustment Firm Prices*) of this Part 2.

Option Firm Price

- 1.4 The Option Firm Price is that part of the Contract Price payable by the Authority during the Firm Price Period in respect of that part of the Contractor Deliverables to be performed by the Contractor in respect of:
- 1.4.1 an Exercised Option; and
- 1.4.2 all of the other obligations of the Contractor under this Contract in respect of the relevant Exercised Option.
- 1.5 The Firm Prices for Milestone Payment Amounts in respect of Options are set out in Appendix 2 to this Schedule 11 (Pricing and Payment). The Milestones and Milestone Payments Schedule for the relevant Options may change as a result of the commencement of an Active Tasking Order as contemplated in Schedule 12 (Tasking Process) (or as a result of an approved Change pursuant to Schedule 4 (Contract Change Control Procedure)).
- 1.6 The Option Firm Price during the Firm Price Period in respect of each Option will, when each such relevant Option is exercised in accordance with clause 46.I (Contract Period and Options) be divided into Monthly payments, payable Monthly in arrears.
- 1.7 An Option Firm Price may increase or decrease during the Firm Price Period to take account of the calculation of the Option Adjustment Firm Price for any Active Tasking Orders (and the associated increase or decrease to any Articles and/or services

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associated with such Active Tasking Order) following commencement of the relevant Active Tasking Order as contemplated in Schedule 12 (Tasking Process) (or as a result of an approved Change pursuant to Schedule 4 (Contract Change Control Procedure)).

Core Contractor Deliverables Fixed Price

- 1.8 The Core Contractor Deliverables Fixed Price is that part of the Contract Price payable by the Authority during the Fixed Price Period in respect of the Core Contractor Deliverables and all of the other obligations of the Contractor under this Contract.
- 1.9 During the Fixed Price Period, the Firm Prices for Milestone Payment Amounts, in so far as they relate to the Core Contractor Deliverables and Unit Rates set out in Appendix 3 to this Schedule 11 (Pricing and Payment) respectively shall be varied in accordance with the Variation of Price provisions. The Milestones and Milestone Payments Schedule for the Core Contractor Deliverables during the Fixed Price Period may change as a result of the commencement of an Active Tasking Order as contemplated in Schedule 12 (Tasking Process) (or as a result of an approved Change pursuant to Schedule 4 (Contract Change Control Procedure)).
- 1.10 The Core Contractor Deliverables Fixed Price may increase or decrease to take account of any Active Tasking Orders relating to the Core Contractor Deliverables (and the associated increase or decrease to the Contractor Deliverables associated with the Core Contractor Deliverables) following commencement of the relevant Active Tasking Orders, (or as a result of an approved Change pursuant to Schedule 4 (Contract Change Control Procedure)) as calculated in accordance with paragraph 3 (Calculating Core Contractor Deliverables Adjustment Firm Prices and Option Adjustment Firm Prices) of this Part 2).

Option Fixed Price

- 1.11 The Option Fixed Price is that part of the Contract Price payable by the Authority during the Fixed Price Period in respect of that part of the Contractor Deliverables to be performed by the Contractor in respect of:
- 1.11.1 an Exercised Option, in accordance with clause 46.I (Contract Period and Options); and
 - 1.11.2 all of the other obligations of the Contractor under this Contract in respect of the relevant Exercised Option.
- 1.12 The Option Fixed Price during the Fixed Price Period in respect of each Option will, when each relevant Option is exercised in accordance with clause 46.I (Contract Period and Options) be divided into Monthly payments, payable Monthly in arrears.
- 1.13 The Option Fixed Price during the Option Fixed Price Period in respect of the Exercised Options may change as a result of the commencement of an Active Tasking Order as contemplated in Schedule 12 (Tasking Process) (or as a result of an approved Change pursuant to Schedule 4 (Contract Change Control Procedure)).
- 1.14 An Option Fixed Price may increase or decrease during the Option Fixed Price Period to take account of the calculation of the Option Adjustment Fixed Price for any Active Tasking Orders (and the associated increase or decrease to any Articles and/or services associated with such Active Tasking Order) following commencement of the relevant Active Tasking Order, (or as a result of an approved Change pursuant to

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OFFICIAL-SENSITIVE COMMERCIAL

Schedule 4 (Contract Change Control Procedure)) as calculated in accordance with paragraph [2] of this Part 2.

Variation of Price

- 1.15 During the Firm Price Period, the Core Contractor Deliverables Firm Price and the Option Firm Prices are FIXED at 2024price levels.
- 1.16 The prices stated in the Schedule of Requirements are FIXED at the economic conditions of Year 1. The prices do not include provision beyond this date for increases or decreases in Unit Rates. Any variation to Unit Rates shall be calculated in accordance with the following formula:

$$V = P (O_i/O_0) - P$$

Where:

V represents the variation of price;

P represents the FIXED price for the Core Contractor Deliverables or the relevant Option, as the case may be, as stated in the Schedule of Requirements for Year 1;

O represents the index HQTl (Top Level Service Producer Price Index (SPPI);

O₀ represents the average OUTPUT Price Index figure for the base period 2024 to 2024¹ (as above);

O_i represents the average OUTPUT Price Index figure for the period for which the Core Contractor Deliverables Fixed Price or the Option Fixed Price (as the case may be) is being calculated August 2024to July 2027.

- 1.17 The Index referred to in paragraph 1.16 shall be taken from the following Tables:

OUTPUT Price Index - ONS Data Set – Top Level Service Producer Price Index (TLSPPI) (HQTl).

- 1.18 Indices published with a 'B' or 'F' marker, or a suppressed value, in the last 3 Years are not valid for Variation of Price provisions and shall not be used. Where the price index has an 'F' marker or suppression applied to it during the Contract Period, the Authority and the Contractor shall agree an appropriate replacement index or indices. The replacement index or indices shall cover, to the maximum extent possible, the same economic activities as the original index or indices.
- 1.19 In the event that any material changes are made to the indices (e.g. a revised statistical base date) during the Contract Period and before final adjustment of the final contract price, then the re-basing methodology outlined by the Office for National Statistics (ONS, the series providers) to match the original index to the new series shall be applied.
- 1.20 In the event the agreed index or indices cease to be published (e.g. because of a change in the Standard Industrial Classification) the Authority and the Contractor shall agree an appropriate replacement index or indices, which shall cover to the maximum

¹ The base period assumes that In-Service occurs in 2024.

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extent possible the same economic activities as the original index or indices. The methodology outlined by the Office for National Statistics used for rebasing indices (as in paragraph 1.19 above) shall then be applied.

- 1.21 Notwithstanding the above, any extant index/indices agreed in the Contract shall continue to be used as long as it is/they are available and subject to ONS revisions policy. Payments calculated using the extant index/indices during its/their currency shall not be amended retrospectively as a result of any change to the index or indices.
- 1.22 The Contractor shall notify the Authority of any significant changes in the purchasing/manufacturing plan on the basis of which these provisions were drawn up and agreed, or of any other factor having a material bearing on the operation of these provisions such as to cause a significant divergence from their intended purpose, in order that both Parties may consider whether any change in this provision would be appropriate.
- 1.23 Prices shall be adjusted taking into account the effect of the above formula as soon as possible after publication of the relevant indices or at a later date if so agreed between the Authority and the Contractor. Where an index value is subsequently amended, the Authority and the Contractor shall agree a fair and reasonable adjustment to the Core Contractor Deliverables Fixed price or the Option Fixed Price (as the case may be), as necessary.
- 1.24 Claims under paragraphs 1.15 to 1.23 (Variation of Fixed Price) shall be submitted to the bill paying branch, certified to the effect that the requirements of such paragraphs (Variation of Fixed Price) of Part 2 to Schedule 11 (Pricing and Payment) have been met.
- 1.25 All payments of the Contract Price shall be made in accordance with clause 36 (Payment and Recovery of Sums Due).

2 Calculating Core Contractor Deliverables Adjustment Firm Prices and/or Option Adjustment Firm Prices

- 2.1 Any adjustments to the Core Contractor Deliverables Firm Price or any Option Firm Price as a result of any approved Changes pursuant to Schedule 4 (Contract Change Control Procedure)) and/or as a result of the commencement of an Active Tasking Order shall be calculated by reference to the Unit Rates in the Price List (subject always to the provisions of paragraph 3 (Calculating Core Contractor Deliverables Adjustment Firm Prices and/or Option Adjustment Firm Prices where there is no analogous Unit Rate) and/or paragraph 4 (Determining new Unit Rates (Staff)), which shall apply in circumstances where there is no analogous Unit Rate for any relevant Proposed Additional Contractor Deliverables).

- 2.2 The proposed:

- 2.2.1 Core Contractor Deliverables Adjustment Firm Price

$$\text{CCDAFP} = (\sum \text{PWI} + \sum \text{NPWI} - \sum \text{R})$$

- 2.2.2 Option Adjustment Firm Price

$$\text{OPAFP} = (\sum \text{PWI} + \sum \text{NPWI} - \sum \text{R})$$

shall be calculated in accordance with the above formulas, where:

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OFFICIAL-SENSITIVE COMMERCIAL

- 2.2.3 **CCDAFP** is the proposed Core Contractor Deliverables Adjustment Firm Price following the approval of the relevant Tasking Order or Change pursuant to Schedule 4 (Contract Change Control Procedure);
- 2.2.4 **OPAFP** is the proposed Option Adjustment Firm Price following approval of the relevant Task Order or Change pursuant to Schedule 4 (Contract Change Control Procedure);
- 2.2.5 **Σ PWI** is, in respect of the whole or the relevant part (as the case may be) of the Proposed Additional Contractor Deliverables (which could, for the avoidance of doubt, be a net reduction in the Contractor Deliverables) under the relevant Tasking Proposal or Change pursuant to Schedule 4 (Contract Change Control Procedure) for which there is a Unit Rate, the sum of the quantity of each such Proposed Additional Contractor Deliverables multiplied by the Unit Rate for such Proposed Additional Contractor Deliverables;
- 2.2.6 **Σ NPWI** is, in respect of the whole or the relevant part (as the case may be) of the Proposed Additional Contractor Deliverables (which could, for the avoidance of doubt, be a net reduction in the Contractor Deliverables) under the relevant Tasking Order or Change pursuant to Schedule 4 (Contract Change Control Procedure) for which there is no analogous Unit Rate, the sum of the quantity of each such Proposed Additional Contractor Deliverables multiplied by the new Unit Rate determined in accordance with paragraph 3 (Calculating Core Contractor Deliverables Adjustment Firm Prices and/or Option Adjustment Firm Prices) and/or paragraph 4 (Determining new Unit Rates (Staff)) for such Proposed Additional Contractor Deliverables; and
- 2.2.7 **R** is the amount of any reduction to be applied to Unit Rates as a result of discounts secured by the Contractor in respect of the relevant Proposed Additional Contractor Deliverables as identified during the Change pursuant to Schedule 4 (Contract Change Control Procedure).

3 Calculating Core Contractor Deliverables Adjustment Firm Prices and/or Option Adjustment Firm Prices where there is no analogous Unit Rate

- 3.1 Where the Contractor has identified that there is no analogous Unit Rate for the whole or any part (as the case may be) of the relevant Proposed Additional Contractor Deliverables, then the Parties shall seek to agree a new Unit Rate as follows:
- 3.1.1 the Parties shall, within five (5) Business Days of receipt by the Authority's Representative of the relevant Authority Change Notice meet to discuss whether there is any sufficiently detailed cost element within the Price List to derive a new Unit Rate for the whole or the relevant part (as the case may be) of the relevant Proposed Additional Contractor Deliverables;
- 3.1.2 where the Parties:
- (i) agree that there is no sufficiently detailed cost element contained within the Price List to derive a new Unit Rate; or
 - (ii) fail to agree a new Unit Rate,

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then the provisions of paragraph 4 (Determining new Unit Rates (Staff)) shall apply to determine the applicable price(s) for the whole or the relevant part (as the case may be) of such relevant Proposed Additional Contractor Deliverables; and

3.1.3 any new Unit Rate agreed or determined pursuant to this paragraph 3 and/or paragraph 4 (Determining new Unit Rates (Staff)) shall:

- (i) include pricing for all risks associated with the whole or the relevant part (as the case may be) of the relevant Proposed Additional Contractor Deliverables; and
- (ii) exclude any costs in respect of which the Contractor is entitled to recover under any other provision of this Contract.

3.2 Where any new Unit Rate is agreed or determined pursuant to this paragraph 3 and/or paragraph 4 (Determining new Unit Rates (Staff)), such new Unit Rate:

3.2.1 shall be incorporated into the Price List; and

3.2.2 shall be treated as a Unit Rate,

which shall apply to the calculation of the costs for the whole or the relevant part (as the case may be) of the relevant Proposed Additional Contractor Deliverables for all subsequent Changes pursuant to Schedule 4 (Contract Change Control Procedure).

4 Determining new Unit Rates (Staff)

4.1 The Unit Rates for identified Staff grades and/or roles are contained in the Price List.

4.2 In calculating the cost of the provision of Staff in the performance of any Proposed Additional Contractor Deliverables the Contractor shall:

4.2.1 where there is a Unit Rate in the Price List for any proposed Staff grade and/or role to be utilised in the performance of the Proposed Additional Contractor Deliverables, multiply the number of hours anticipated to be spent by each such Staff grade and/or role in performing the Proposed Additional Contractor Deliverables by the relevant hourly rate for such Staff grade and/or role as more particularly set out in the Price List; and/or

4.2.2 where there is no Unit Rate in the Price List for any proposed Staff grade and/or role to be utilised in the performance of the Proposed Additional Contractor Deliverables, propose the following in the relevant Tasking Proposal or Option Notice or Estimate:

- (i) the rates for each such proposed Staff grade and/or role and the reasons why such rates should apply (including any appropriate comparison with Unit Rates for other Staff (subject always to paragraph 4.2.2(ii))); and
- (ii) supporting information (including full career details) to demonstrate that the proposed Staff are competent to fulfil the roles and responsibilities allocated to the proposed Staff as contemplated in the relevant Tasking Proposal, Option Notice or Estimate.

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- 4.3 The Unit Rates of the proposed Staff shall not exceed the average rate for the relevant grade and/or role of the then current Unit Rates for Staff.
- 4.4 The approval by the Authority's Representative of the proposed Unit Rates in a Tasking Proposal, Option Notice or Estimate (as such proposed Unit Rates may be amended following consideration of the Tasking Proposal, Option Notice or Estimate by the Authority's Representative) will result in the proposed Unit Rates becoming Unit Rates (as more particularly referred to in paragraph 3.2 (Calculating Core Contractor Deliverables Adjustment Firm Prices and/or Option Adjustment Firm Prices)).
- 4.5 The Contractor acknowledges that the Unit Rates are the maximum rates that the Contractor may apply and charge in relation to the performance of the Contractor Deliverables and that it may from time to time and on each occasion it is preparing a Tasking Proposal and/or an Estimate or otherwise offer discounts from the Unit Rates and any such discounts shall be reflected in the relevant Tasking Proposal and/or Estimate and deducted from the Contract Price as contemplated in paragraph 2.2.7 of this Part 2 of Schedule 11 (Pricing and Payment).

5 No Adjustments to Firm Prices and/or Fixed Prices

- 5.1 The Contractor acknowledges and agrees that:
 - 5.1.1 the Firm Price shall not, notwithstanding anything to the contrary in this Contract, be increased during the performance of the relevant Contractor Deliverables and/or otherwise be subject to adjustment, other than as a result of the implementation of an Active Tasking Order or an approved Change in accordance with Schedule 4 (Contract Change Control Procedure) and only where and to the extent that such Active Tasking Order or approved Change expressly contemplates an increase in the relevant Firm Price; and
 - 5.1.2 the Fixed Price shall not, notwithstanding anything to the contrary in this Contract, be increased during the performance of the relevant Contractor Deliverables and/or otherwise be subject to adjustment, other than as indexed as referred to in paragraphs 1.15 to 1.23 (inclusive) (Variation of Price) of Part 2 of this Schedule 11 (Pricing and Payment) and/or as a result of the implementation of an Active Tasking Order or an approved Change during the Fixed Price Period in accordance with Schedule 4 (Contract Change Control Procedure) and only where and to the extent that such Active Tasking Order or approved Change expressly contemplates an increase in the Fixed Price.

Part 3 - Payment**1 Payment**

- 1.1 In each Contract Month the Contractor shall submit an invoice in accordance with clause 36 (Payment and Recovery of Sums Due) for the relevant Monthly Payment.
- 1.2 The invoice referred to in paragraph 1.1 shall be prepared by the Contractor and such invoice shall be based on the agreed payment due in respect of the relevant Contract Month, or where the Monthly Performance Report (including the KPI Report) is not agreed and in so far as such disagreement refers to the amount to be paid by the Authority to the Contractor in respect of the relevant Contract Month, the Contractor shall submit such invoice as it considers is due and payable and if the Authority disputes such invoice the Authority shall only pay the amount that it considers is due and the provisions of clause 46.m (Disputed Amounts) shall apply.
- 1.3 Following the resolution of any dispute:
 - 1.3.1 any sums paid by the Authority and which are later agreed or determined to be due to the Authority shall be deducted from the Monthly Payment in the Contract Month immediately following such agreement or determination (as the case may be) in accordance with paragraph 4.1 of Part 1 of this Schedule 11 (Pricing and Payment); or
 - 1.3.2 any sums withheld by the Authority and which are later agreed or determined to be payable to the Contractor shall be added to the Monthly Payment in the Contract Month immediately following such agreement or determination (as the case may be) in accordance with paragraph of 4.2 of Part 1 of this Schedule 11 (Pricing and Payment).
- 1.4 Any payment made by the Authority shall not be construed as acceptance by the Authority of the performance by the Contractor of the Contractor Deliverables nor as a waiver of any of the Authority's rights and remedies either under this Contract or otherwise.

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Appendix 1

Milestone Payments Schedule for the Core Contractor Deliverables ²

Year 1

P1	P2	P3	P4	P5	P6	P7	P8	P9	P10	P11	P12	
Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Total
2024	2024	2024	2024	2024	2025	2025	2025	2025	2025	2025	2025	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Year 2

P13	P14	P15	P16	P17	P18	P19	P20	P21	P22	P23	P24	
Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Total
2025	2025	2025	2025	2025	2026	2026	2026	2026	2026	2026	2026	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Year 3

P25	P26	P27	P28	P29	P30	P31	P32	P33	P34	P35	P36	P37	
Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
2026	2026	2026	2026	2026	2027	2027	2027	2027	2027	2027	2027	2027	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

² Excel versions of Schedule 11 (Pricing and Payment) Appendix 1 can be found in the document entitled: "712620450 _ TRP_Schedule 11 - Pricing and Payment_OSC"

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Appendix 2

Milestone Payments Schedule for Options³

SOR Appendix 13 Option (TRP Work Package – MORPHEUS Project)

P1	P2	P3	P4	P5	P6	P7	P8	P9	P10	P11	P12	
Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Total
2024	2024	2024	2024	2024	2025	2025	2025	2025	2025	2025	2025	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

SOR Appendix 19 Option (TRP Work Package – Joint Systems Integration)

P1	P2	P3	P4	P5	P6	P7	P8	P9	P10	P11	P12	
Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Total
2024	2024	2024	2024	2024	2025	2025	2025	2025	2025	2025	2025	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

SOR Appendix 24 Option (TRP Work Package – MMR)

P1	P2	P3	P4	P5	P6	P7	P8	P9	P10	P11	P12	
Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Total
2024	2024	2024	2024	2024	2025	2025	2025	2025	2025	2025	2025	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

³ Excel versions of Schedule 11 (Pricing and Payment) Appendix 2 can be found in the document entitled: "712620450 _ TRP_Schedule 11 - Pricing and Payment_OSC"

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SOR Appendix 26 Option (TRP Work Package – AFV-Headset)

P1	P2	P3	P4	P5	P6	P7	P8	P9	P10	P11	P12	
Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Total
2024	2024	2024	2024	2024	2025	2025	2025	2025	2025	2025	2025	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

SOR Appendix 27 Option (TRP Work Package – Trinity)

P1	P2	P3	P4	P5	P6	P7	P8	P9	P10	P11	P12	
Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Total
2024	2024	2024	2024	2024	2025	2025	2025	2025	2025	2025	2025	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

SOR Appendix 28 Option (TRP Work Package – Falcon)

P1	P2	P3	P4	P5	P6	P7	P8	P9	P10	P11	P12	
Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Total
2024	2024	2024	2024	2024	2025	2025	2025	2025	2025	2025	2025	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

SOR Appendix 31 Option (TRP Work Package – BCIP Sustain)

P1	P2	P3	P4	P5	P6	P7	P8	P9	P10	P11	P12	
Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Total
2024	2024	2024	2024	2024	2025	2025	2025	2025	2025	2025	2025	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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SOR Appendix 32 Option (TRP Work Package – Post Design Services)

P1	P2	P3	P4	P5	P6	P7	P8	P9	P10	P11	P12	
Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Total
2024	2024	2024	2024	2024	2025	2025	2025	2025	2025	2025	2025	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Appendix 3

Price List

Roles		Daily Rate Year 1			Daily Rate Year 2			Daily Rate Year 3		
Day Rates	Engineering roles	Junior	Mid	Senior	Junior	Mid	Senior	Junior	Mid	Senior
	Chief Engineer			[REDACTED]			[REDACTED]			[REDACTED]
	Communications Engineer	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	Crypto SME	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	Engineering Roles	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	Fielding Management	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	ILS Management	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	CIS Architecture Management	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	Requirements Management	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	Safety Engineer	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	Security Engineer	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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System Integration & Test Management	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Systems Engineer	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Technical PM	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

P3M Roles

Programme Management	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Project Controls	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Project Management Support	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Project Manager	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
RAIDO Management	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Strategy Management	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Support Roles

Approvals Management	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Business Management	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Cost Estimator	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Software Asset Management	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Stakeholder Management	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Configuration Management	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Appendix 4

Allowable Expenses (Tasking Process)

- 1 Claims for Travel and Subsistence in respect of a Task shall be in accordance with the actual limits listed in the Ministry of Defence Business Travel Guide as amended from time to time.
- 2 For the avoidance of doubt, any claims under this Appendix 4 to Schedule 11 (Allowable Expenses) shall not include any handling charge or Contractor's profit or have VAT charged more than once.
- 3 The Authority will pay claims made in accordance with this Appendix 4 (Allowable Expenses) up to the value agreed in the relevant Tasking Proposal.
- 4 Claims for Travel and Subsistence in respect of a Task shall be made against the applicable Expenses amount for that Task and shall not be made against another Task (or any amounts included within the Expenses amount for that other Task).
- 5 The Contractor shall not be entitled to claim for Travel and Subsistence arising out of or in connection with any travel to or from and/or attendance at the JPO and/or Abbey Wood.

Schedule 12

Tasking Process



Strategic Command
Defence Digital

TacSys Resource Partner (TRP)

Schedule 12 – Tasking Form

Issue:	Version 1
Issue Date:	
Number of Pages:	10

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TASKING FORM

TASKING FORM PART 1 – REQUEST FOR QUOTATION

SUPPLIER: QinetiQ Limited Cody Technology Park, Ivley Road, Farnborough Hampshire GU14 0LX Email:	AUTHORITY: AUTHORITY OWNER: Email:	CONTRACT No: TRP/712620450	
		PROJECT:	
		TASK No.	
		DATE.	
TASK TITLE:			
A. <u>Description and Scope of Task:</u>			

B. <u>Impact Statement:</u>			
C. <u>Output Required:</u>			
D. <u>Acceptance Criteria:</u>			
<u>GFE Requirements:</u>			
<u>No:</u>	<u>Description:</u>	<u>Delivery Date:</u>	<u>Return Date:</u>
Requestor Name		Requestor Email	

Required Start Date:	DD/MM/YYYY		Proposed End Date:	DD/MM/YYYY	
WBS Reference			Link to WBS Scoping Statement		
Funding Line Approval			Budget Owner		
Security Clearance Level		Is ITAR Access Required		Options Reference	

TASKING FORM PART 2 – FIRM PRICE QUOTATION

1 .	To:	From:	
	TacSys Delivery Team MOD Abbey Wood South BRISTOL BS34 8JH	QinetiQ Limited Cody Technology Park, Ivley Road, Farnborough Hampshire GU14 0LX	
<p>A quotation is provided in Section 4 below in respect of Tasking No. TRP/712620450 /xxx. I confirm that a detailed work breakdown structure, schedule and supporting quotations for subcontractor and material costs has been provided.</p> <p>This tasking order is governed by the terms and conditions within the TacSys Resource Partner Contract 712620450 . Any additional work undertaken by contracted personnel outside of the agreed scope that may be occasioned through their position shall be reviewed and managed in line with DEFCON 703 (Intellectual Property Rights – Vesting In The Authority), as per the contract terms and conditions</p> <p>On the basis of current programme planning, the resources defined in Section 4 are available for the period shown without conflict with existing commitments and your Task can be undertaken.</p>			
Basis of pricing (select one):			
This is a Firm Price <input type="checkbox"/>		Other <input type="checkbox"/>	
		The basis of this pricing is:.....	
Signed:		Name:	Date:
		(Block Capitals)	
2 .	Contract No:	TRP/712620450	Task No:

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	Task Title		
3	Assumed Start Date:		Completion Date:
4	Cost:	Totals	
a	Labour ⁴		
	Labour work sub-total:		
b	Subsistence:	£	
	Material/Subsistence sub-total:		
c	Sub-contracted work:		
	Contractor name:		
	Subcontracted work sub-total:		
d	Overheads @ --% (in relation to items b-c only)	£	
e	TOTAL FIRM PRICE (Ex VAT)		£
5	Outline of Work to be Completed:		
	[Please outline here how the work will be completed to fulfil the scope of the task, along with a schedule. If required, attach as an annex and add onto section 6 below]:		

⁴ In accordance with the agreed Price List

6	Please list below any documents that are annexed to this tasking form:		
	Annex	Name	Brief Description
	A		
	B		
	Etc.		
7	Impact on Capability Performance:		
8	Assumptions and Dependencies:		
9	Risks and Risk Management:		
	Describe and quantify (e.g. High, Medium Low) any foreseeable risks either technical, commercial, financial, programme or otherwise that could affect cost, deliveries, installation etc. and how these will be managed.		
	Risk Description	High, Medium or Low	Mitigation

TASKING FORM PART 3 – CUSTOMER AUTHORISATION

This tasking order is governed by the terms and conditions within the Client Side Support Contract 712620450 . Any additional work undertaken by contracted personnel outside of the agreed scope that may be occasioned through their position shall be reviewed and managed in line with DEFCON 703 (Intellectual Property Rights – Vesting In The Authority), as per the contract terms and conditions.

1.	To:		From:																	
	TacSys Delivery Team MOD Abbey Wood South BRISTOL BS34 8JH		QinetiQ Limited Cody Technology Park, Ivley Road, Farnborough Hampshire GU14 0LX																	
2.	Contract No:	TRP/712620 450	Task No:	XXX																
	Task Title																			
3.	To be completed by TRP Project Manager:																			
	<p>a. I can confirm that:</p> <p>i. The man hours effort, material and sub-contractor costs detailed within the Contractor quotation as at Section 2 are commensurate with the work involved.</p> <p>ii. All GFE required in support of this task, as detailed below, will be made available to the Contractor within the required timescales.</p> <table border="1"> <thead> <tr> <th>No:</th> <th>Description</th> <th>Type of Loan</th> <th>Date Required</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>				No:	Description	Type of Loan	Date Required												
No:	Description	Type of Loan	Date Required																	

iii. The Target date for completion of the task is acceptable.		
iv. CP&F Requisition has been raised for authorisation.		
b. I can confirm that Task TRP/712620450 /..... has been authorised.		
<u>Signed:</u>	(TRP Project Manager)	Tel:
<u>Name:</u>	(Block Capitals)	Date:
To be completed by the Task Owner:		
I am content with the above proposal and confirm Technical concurrence to proceed with the task and have the relevant delegation to approve this task.		
<u>Signed:</u>	(Task Owner)	Tel:
<u>Name:</u>	(Block Capitals)	Date:
To be completed by TRP Finance Manager:		
The signatory confirms appropriate financial scrutiny has been undertaken of the requirement, that funding is available and the above requisition has been approved on CP&F.		
<u>Signed:</u>	(TRP Finance Representative)	Tel:

	<div>Name: (Block Capitals)</div>		<div>Date:</div>	
	<div>To be completed by TRP Commercial:</div>			
	<div>I can confirm that:</div>			
	<div>i. Task TRP/712620450 /... has been approved at a Firm Price of £</div>			
	<div>ii. CP&F Requisition has been authorised.</div>			
	<div>Payment Terms shall be as follows (Tick appropriate box):</div>			
<div>Payment on satisfactory completion of all work in accordance with the agreed acceptance criteria detailed at Section 1.</div>		<div><input type="checkbox"/></div>	<div><input type="checkbox"/></div>	
<div>Signed: (Commercial Officer)</div>		<div>Tel:</div>		
<div>Name: (Block Capitals)</div>		<div>Date:</div>		
<div>4.</div>	<div>Please confirm receipt of this Task Authorisation. Once you have confirmed receipt, you shall proceed with performance of the Task.</div>			

TASKING FORM PART 4 –TASK ACCEPTANCE, DOCUMENTATION CHANGE DETAILS AND CLOSURE FORM

1.	To:	From:		
	TacSys Delivery Team MOD Abbey Wood South BRISTOL BS34 8JH	QinetiQ Limited Cody Technology Park, Ivley Road, Farnborough Hampshire GU14 0LX		
2.	Contract No:	TRP/712620450	Task No:	
	Task Title			
To be completed by the Contractor:				
3.	#	Deliverables	Compliant to Acceptance Criteria?	Evidence Reference
	1			
	2			
	3			
	4			
	5			
4.	Key Personnel against task lines			

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5.	I can confirm that Task TRP/712620450 /... is completed in its totality.			
	Name:	Position:	Signature:	Date
6.	To be completed by the TRP Project Manager:			
	I am content Task TRP/712620450 /... is complete and can be closed down. I can confirm that all deliverables have been received, that all payments have been made and, where appropriate, all GFE has been returned to the Authority.			
	Name:	Position:	Signature:	Date

Appendix 1 –TASKING FORM PROCESS

1. Where there is a requirement for tasking activity, the Authority's Project Manager shall complete the Tasking Form Part 1 – Request for Quotation, which shall include:
 - a. Description/Scope of Work;
 - b. Impact Statement;
 - c. Output required including deliverables;
 - d. Acceptance Criteria;
 - e. Target date for completion of Work;
 - f. Acceptance Criteria;

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- g. Any Government Furnished Equipment (GFE);
- 2. The Project Manager will allocate the task with a Contract specific task number and issue the Tasking Form to the Contractor via the Authority's Commercial Manager. The Contractor will confirm receipt of the Part 1 Tasking Form.
- 3. The Contractor shall submit a cost proposal using the Tasking Form Part 2 – Firm Price Quotation within fifteen (15) Business Days of receiving the completed Part 1 of the Tasking Form from the Authority. This shall identify:
 - a. Timescales to complete the task, including a schedule;
 - b. Breakdown of costs including rates, hours, materials and sub-contracts, including supporting quotations for subcontractor and material costs;
 - c. Outline of proposed solution and how it will meet the requirement, including a Work Breakdown Structure showing the allocation of hours against activities;
 - d. A statement on the effect on Capability Performance;
 - e. Risks and Mitigation;
 - f. Identification of areas affected.
- 4. No work shall be undertaken by the Contractor in anticipation of a task being approved by the Authority's Commercial Branch.
- 5. The tasking order is governed by the terms and conditions within the Client Side Support Contract 712620450 . Any additional work undertaken by contracted personnel outside of the agreed scope that may be occasioned through their position shall be reviewed and managed in line with DEFCON 703 (Intellectual Property Rights – Vesting In The Authority), as per the contract terms and conditions
- 6. Following the receipt of the Tasking Form Part 2, the Authority's Project Manager will review the Contractor's proposal ensuring that the proposal fully meets the Authority's requirement.
- 7. The Project Manager shall confirm acceptance of the proposed task by completing Sections 1, 2 and 3 a-b of the Tasking Form Part 3 – Customer Authorisation. If applicable the Project Manager shall then submit Part 3 to the task sponsor. The Tasking Form will then be submitted to the Finance manager and the Commercial Manager.

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8. The Commercial Manager will review the cost breakdowns and, if acceptable, complete Section 3.e. and issue to the Contractor to proceed with the task.
9. Upon Completion of the task, the Contractor shall complete the Tasking Form Part 4 –Task Acceptance, Documentation Change Details and Closure Form confirming compliance against the agreed deliverables and acceptance criteria as stated at Part 1 of the Tasking Form and provide supporting evidence of their compliance.
10. The Project Manager shall have twenty (20) Business Days to evaluate the evidence provided against the work completed and once content shall sign the Tasking Form Part 4.
11. Subject to satisfactory completion of the task the Authority's Project Manager shall authorise payment in accordance with the terms of the Contract.

Schedule 13

Required Insurances

Policies of insurance the Contractor shall take out and maintain or procure the taking out and maintenance of at all times during the period that this Contract is in effect.

1 Third Party Public Liability Insurance

1.1 Insured

Contractor.

1.2 Interest

To indemnify the insured in respect of all sums which the insured shall become legally liable to pay (including claimant's costs and expenses) as damages in respect of accidental:

1.2.1 death or bodily injury to or sickness, illness or disease contracted by any person; and

1.2.2 physical loss of or damage to tangible property,

happening during the period of insurance and arising out of or in connection with this Contract.

1.3 Limit of indemnity

Not less than [REDACTED] in respect of any one occurrence, the number of occurrences being unlimited, but [REDACTED] any one occurrence and in the aggregate per annum in respect of products and pollution liability (to the extent insured under the policy).

1.4 Period of insurance

From the date of this Contract for the duration of the Contract and renewable on an annual basis unless agreed otherwise.

1.5 Cover features and extensions

1.5.1 Indemnity to principals clause or additional insured equivalent.

1.5.2 Legal defence costs.

1.6 Principal exclusions

1.6.1 War and related perils.

1.6.2 Nuclear and radioactive risks.

1.6.3 Liability for death, illness, disease or bodily injury sustained by employees of the insured arising out of the course of their employment.

- 1.6.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles.
- 1.6.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the insured.
- 1.6.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.
- 1.6.7 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

1.7 Maximum deductible threshold

Not to exceed [REDACTED] in any one occurrence (other specific deductibles as per policy) and [REDACTED] in the annual aggregate; and [REDACTED] at any one occurrence after exhaustion of the aggregate deductible for each and every third party property damage claim (personal injury claims to be paid in full).

2 Professional Indemnity Insurance

2.1 Insured

Contractor.

2.2 Interest

To indemnify the insured for all sums which the insured shall become legally liable to pay as a result of any claim or claims first made against the Insured during the period of insurance by reason of any act, error and/or omission in connection with the provision of advice, design, specification and any professional services in connection with this Contract.

2.3 Limit of indemnity

Not less than [REDACTED] in respect of any one claim and in the annual aggregate.

2.4 Period of insurance

From the date of the Contract for the duration of the Contract renewable on an annual basis unless agreed otherwise by the parties and a period of twelve (3) years following the expiry or termination of the Contract whichever occurs earlier.

2.5 Cover features and extensions

- 2.5.1 Loss of documents and computer records extension.
- 2.5.2 In respect of any claims made policy wording a retroactive cover from the date of the Contract or retroactive date no later than the date of the Contract.

2.5.3 The limit of indemnity for motor vehicle third party liability insurance shall be any one occurrence the number of occurrences being unlimited in any annual period of insurance.

2.5.4 Legal defence costs.

2.6 Principal exclusions

2.6.1 War and related perils.

2.6.2 Nuclear/radioactive risks.

2.6.3 Insolvency of the Insured.

2.7 Maximum deductible threshold

Not to exceed [REDACTED] each and every claim, but subject to an aggregate of [REDACTED] during the period of insurance. Upon exhaustion of the [REDACTED] aggregate, the excess will be [REDACTED] each and every claim.

3 United Kingdom compulsory insurances

3.1 The Contractor is required to meet its United Kingdom and all other statutory or insurances required by law in full. Insurances are required to comply with all statutory requirements including, but to limited to, United Kingdom employers' liability insurance and motor third party liability insurance.

Schedule 14

Incentivisation

1 Contractor performance and incentivisation

- 1.1 The Contractor's performance of the Contractor Deliverables under this Contract is to be monitored and measured across a set of Key Performance Indicators (KPIs). The performance measures will seek to incentivise the Contractor perform and deliver the Contractor Deliverables in accordance with this Contract.
- 1.2 The incentivisation has been designed to ensure the quality and timeliness of outputs as delivered against the Statement of Requirement (SoR) and the behaviours experienced in working as part of the TacSys team.
- 1.3 The intent of the KPIs is to drive positive behaviours and to develop a strong business relationship, not seek to apply the punitive approach unless there is a clear and direct failure, either through failures to perform and deliver the Contractor Deliverables without a recourse to recovery, or where KPI Failures occur consistently.
- 1.4 Aligned to the HM Treasury Green Book there is also a need to include and measure performance against Social Value requirements, Quarterly Social Value KPIs, as set out in KPI 5, will be applied which will align with the Social Value Model.

2 KPIs

- 2.1 The KPIs are listed in the Table at Appendix 1.
- 2.2 To enable a collaborative approach aligned to the aim of building and maintaining the strong business relationship, the KPIs can be reviewed and with agreement between both Parties may be amended. This review and any agreed amendment should take place at the Annual Performance Review.

3 Reporting, Measurement and Assessment of KPIs

- 3.1 As part of the governance requirements set out in Schedule 15 (Governance and Management) there is a requirement to supply a Monthly Performance Report which will provide a position against each KPI as delivered within the last Contract Month (a "**KPI Report**"); this will include KPIs reported upon on a monthly basis and those reported upon Quarterly as appropriate to the relevant Contract Month. The KPI Report shall include details of any continuing failure of the Contractor to comply with its obligations referred to in the Recovery Plan. If a KPI Report does not include a full report on one or more KPIs, the relevant KPI or KPIs shall be deemed to have registered as a Red Rating for the relevant Monitoring Period. If no KPI Report is provided in the relevant Contract Month, all KPIs shall be deemed to have registered as a Red Rating in the relevant Contract Month.
- 3.2 The KPIs are described in more detail in the Table at Appendix 1. The Table at Appendix 1 also sets out the KPI Measurement Criteria to achieve the relevant Red, Amber or Green rating and the Monitoring Period applicable to each KPI.
- 3.3 A KPI Failure will be considered against the achievement of:

A Red Rating against the relevant KPI (KPI 1 through to KPI 4),

Or,

Where an Amber Rating against the relevant KPI (KPI 1 through KPI 4) is awarded for 3 consecutive Contract Months,

Or,

Where 5 Amber Ratings against the relevant KPI (KPI 1 through to KPI 4) are achieved in a rolling twelve (12) Contract Months.

- 3.4 The KPI Report shall be used by the Authority to assess the level of performance the Contractor has achieved for the relevant Contract Month.
- 3.5 If the Authority notifies the Contractor that it disputes the content of the KPI Report, the Parties shall attempt in good faith to resolve such dispute.
- 3.6 The Authority's Representative may undertake routine checks and random verification audits of any KPI Report and the Contractor shall provide all information, documents or records as may reasonably be requested by the Authority's Representative to support any such activity.
- 3.7 If the Contractor's Performance for any KPI for a month is assessed as a Red Performance Indicator, or is foreseen to be at this level, then:
 - 3.7.1 the Contractor shall immediately take all steps to minimise the adverse effects of the Contractor's performance, and return the performance to Green (performing against the KPI);
 - 3.7.2 the Authority may direct the Contractor to take any measures the Authority considers necessary to remedy the Contractor's performance and the Contractor shall comply with the direction at no additional cost to the Authority.

4 Recovery Plans

- 4.1 The Contractor shall, within five (5) Business Days after becoming aware that its performance for any of KPI 1 through to KPI 4 for the relevant Contract Month will be, or is likely to be, assessed as a Red Rating for any reason, or there are two (2) consecutive Contract Months of Amber Rating in respect of any of KPI 1 to KPI 4, notify the Authority's Representative, in writing, of the matter and submit a Recovery Plan in accordance with Appendix 2 to this Schedule 14 (Incentivisation) (the "**Recovery Plan**"). Where the Contractor reports a KPI Failure for KPIs 1 through to KPI 4, the Contractor shall provide a Recovery Plan summarising why the relevant KPI Failure occurred.
- 4.2 The Recovery Plan shall include as a minimum, the information as follows:
 - 4.2.1 the Contractor's actual or anticipated performance against the KPI during the relevant Contract Month;
 - 4.2.2 the events of circumstances which affected or are likely to affect the Contractor's performance during the relevant Contract Month;

- 4.2.3 the Contractor's plan to rectify and meet the KPI in future, including timescales, responsible person(s), and actions taken to prevent further delays or underperformance.
- 4.3 The Authority shall consider any Recovery Plan submitted by the Contractor in accordance with paragraph 4.1 and, within ten (10) Business Days of submission, notify the Contractor whether:
 - 4.3.1 the Authority approves such Recovery Plan, and following such notification of approval, the Contractor shall expeditiously carry out and complete such actions contained within the Recovery Plan; or
 - 4.3.2 the Authority rejects such Recovery Plan including the reasons for such rejection, and following such notification of rejection, the Contractor shall, within five (5) Working Days, resubmit to the Authority an amended Rectification and the provisions of paragraph 4.4 shall apply.
- 4.4 The Authority shall consider any amended Recovery Plan to be proposed by the Contractor in accordance with paragraph 4.3.2 and, within ten (10) Business Days, notify the Contractor whether:
 - 4.4.1 the Authority approves such amended Recovery Plan, and following such notification of approval, the Contractor shall expeditiously carry out and complete such actions contained within the Recovery Plan; or
 - 4.4.2 the Authority rejects such amended Recovery Plan, the Authority may require the Contractor to take such relevant action as the Authority considers reasonable and provide a further Recovery Plan or Plans until such time as the Contractor meets the Authority's reasonable requirements.
- 4.5 Any failure by the Contractor to submit a Recovery Plan (in accordance with paragraph 4.1) or any failure by the Contractor to submit an amended Recovery Plan (in accordance with paragraph 4.3.2), in either case, following notification by the Authority that it requires a Recovery Plan and/or any failure by the Contractor to carry out and complete the actions contained within (and in accordance with) a Recovery Plan and/or an amended Recovery Plan (in accordance with paragraph 4.3.1 and/or 4.4.1 (as the case may be)) shall be a Material Breach for the purposes of this Contract and the Authority may in its discretion elect:
 - 4.5.1 to terminate the whole or part of this Contract pursuant to Condition 43 (Material Breach); or
 - 4.5.2 not to terminate the whole or part of this Contract and require the Contractor to take such relevant action as the Authority considers reasonable in the circumstances and any failure by the Contractor to carry out and complete such remedial action shall be a Material Breach for the purposes of Condition 43 (Material Breach) and the Authority may at its discretion elect to terminate the whole or part of this Contract pursuant to Condition 43 (Material Breach).
- 4.6 Where the Contractor reports a KPI as achieving other than a Good Rating for KPI 5 – Social Value, the Contractor shall include details of the KPI Failure in relation to KPI 5 in the KPI Report for the relevant Quarter and advise any change to its approach to improve the achievement of the KPI of the requisite Social Value KPI within the Annual Performance Report for discussion at the Annual Performance Review.

5 Deductions

- 5.1 On and from the Effective Date of Contract, the Authority shall be entitled to apply a Deduction if the Contractor fails to achieve the required output in respect of any KPI (or any part of such KPI) in any Contract Month, as more particularly referred to in paragraph 3 (Reporting, Measurement and Assessment of KPIs).
- 5.2 If a KPI is registered as or deemed to be registered as a Fail for a Monitoring Period, the Authority shall be entitled to make the relevant Deduction in respect of that KPI in the relevant Contract Month. The Deduction will be a Temporary Deduction or a Permanent Deduction in accordance with paragraphs 5.3 (Temporary Deductions) or 5.6 (Permanent Deductions).

Temporary Deductions

- 5.3 Upon an initial KPI Failure, where a Recovery Plan is provided pursuant to paragraph 4.3.1, the Authority may identify a Deduction as a Temporary Deduction and the Authority shall be entitled to deduct from the Monthly Payment for such Contract Month (or any subsequent Contract Month) the amount of the Temporary Deduction.
- 5.4 If all actions in the Recovery Plan are completed satisfactorily then the Temporary Deduction shall be paid to the Contractor in the following Contract Month.
- 5.5 Where no suitable Recovery Plan can be provided, or actions in an agreed Recovery Plan are not satisfactorily completed, then the Authority reserves the right to make any Temporary Deduction relating to the KPI a Permanent Deduction.

Permanent Deductions

- 5.6 Upon an initial KPI Failure where no Recovery Plan is provided, or any Recovery Plan is not deemed satisfactory by the Authority pursuant to paragraph 4.3.2, or the Authority is entitled to make an Applicable Deduction, then the Authority shall have the right to make any Deduction relating to the relevant KPI a Permanent Deduction.
- 5.7 The total value of Deductions in respect of each Contract Month shall be the aggregate of the Deductions which have accrued in respect of the Contractor's performance against each of the KPIs (or parts of such KPIs) in respect of such Contract Month in accordance with this Schedule 14 (Incentivisation) and such aggregate Deductions shall be deducted from the relevant Monthly Payment. The value of Deductions shall be limited to the Maximum Deductible Amount.

6 Reconciliation

- 6.1 A reconciliation of Deductions that have been made shall be carried out at the Performance Review Meeting to agree the KPI Report prepared in respect of the previous Contract Month.
- 6.2 Any amount which is agreed by the Parties as being due to or from the Authority as a result of the reconciliation carried out pursuant to paragraph 6.1 above shall, subject to paragraph 6.3, be accounted for in the next invoice to be submitted by the Contractor to the Authority.

- 6.3 Any further Deductions to be made pursuant to the KPI Report considered at the relevant Performance Review Meeting referred to in paragraph 6.1 shall be deducted from any amount payable by the Authority pursuant to paragraph 6.1.

Appendix 1KPI Table

	Description	KPI Measurement Criteria	Applicable Deduction
KPI 1 - Right First Time and On Time			
KPI 1.1	Quality	<p>This KPI will be registered to have achieved a:</p> <p>(a) “Green Rating” where: All Contractor Deliverables which are due to be delivered in the relevant Contract Month are delivered and are determined by the Authority to be delivered in accordance with this Contract.</p> <p>(b) “Amber Rating” where: Over 80% of Contractor Deliverables which are due to be delivered in the relevant Contract Month are delivered and are determined by the Authority to be delivered in accordance with this Contract.</p> <p>(c) “Red Rating” where: Less than 80% of Contractor Deliverables which are due to be delivered in the relevant Contract Month are determined by the Authority to not have been delivered in accordance with this Contract.</p>	<p>A KPI Failure will be considered against the achievement of:</p> <p>A Red Rating against KPI 1.1, or KPI 1.2,</p> <p>Or,</p> <p>Where an Amber Rating against KPI 1.1 or KPI 1.2 is awarded for 3 consecutive Contract Months,</p>
KPI 1.2	Time	<p>This KPI will be registered to have achieved a:</p> <p>(a) “Green Rating” where: All Contractor Deliverables due to be delivered in the relevant Contract Month have been delivered on or before the relevant date in accordance with this Contract.</p> <p>(b) Amber Rating: Over 80% of Contractor Deliverables due to be delivered in the relevant Contract Month have been delivered on or before the relevant date in accordance with the Contract.</p> <p>(c) Red Rating:</p>	<p>Or,</p> <p>Where 5 Amber Ratings against KPI 1.1 and/or KPI 1.2 are achieved in a rolling twelve (12) Contract Month period.</p>

		Less than 80% of Contractor Deliverables which are due to be delivered in the relevant Contract Month are determined by the Authority to not have been delivered in accordance with this Contract.	The Deduction (to be a Temporary Deduction or a Permanent Deduction) shall be 50% of the Maximum Deductible Amount.
KPI 2 - Behaviours			
KPI 2.1	Trust	<p>This KPI will be registered to have achieved a:</p> <p>(a) "Green Rating" where: Over 90% Key Positions have a succession plan in place to ensure continuation of delivery against the defined Key Roles; and All enquiries raised against the contract are responded to within the relevant Contract Month.</p> <p>(b) "Amber Rating" where: 80% to 90% of Key Positions have a succession plan in place to ensure continuation of delivery against the defined Key Roles; and 90% or greater enquiries raised against the contract are responded to within the relevant Contract Month.</p> <p>(c) "Red Rating" where: Less than 80% of Key Positions have a succession plan in place to ensure continuation of delivery against the defined Key Roles; and Less than 90% or greater enquiries raised against the contract are responded to within the relevant Contract Month.</p>	<p>A KPI Failure will be considered against the achievement of:</p> <p>A Red Rating against any behaviours KPI</p> <p>Or,</p> <p>Where an Amber Rating against any single behaviours KPI is awarded for 3 consecutive months,</p> <p>Or,</p> <p>Where 5 Amber Ratings against any behaviours KPIs are achieved in a rolling twelve (12) Contract Month period.</p>
KPI 2.2	Flexibility	<p>This KPI will be registered to have achieved a:</p> <p>(a) "Green Rating" where: There are no rejected tasks due to unavailable SQEP within the relevant Contract Month.</p> <p>(b) "Amber Rating" where:</p>	

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		<p>There are up to 2 rejected tasks due to unavailable SQEP within the relevant Contract Month.</p> <p>(c) “Red Rating” where: There are more than 2 rejected tasks due to unavailable SQEP within the relevant Contract Month.</p>	<p>The Deduction (to be a Temporary Deduction or a Permanent Deduction) shall be 12.5% of the Maximum Deductible Amount.</p>
KPI 2.3	Transparency	<p>This KPI will be registered to have achieved a:</p> <p>(a) “Green Rating” where: All performance reviews attended within a quarter; and All performance reports due to be delivered in the relevant Contract month have been delivered on or before the relevant date in accordance with the Contract.</p> <p>(b) “Amber Rating” where: 66% of performance reviews are attended within a Quarter; and Over 80% of performance reports due to be delivered in the relevant Contract month have been delivered on or before the relevant date in accordance with the Contract.</p> <p>(c) “Red Rating” where: 33% of performance reviews are attended within a quarter; and Less than 80% of performance reports due to be delivered in the relevant Contract month have been delivered on or before the relevant date in accordance with the Contract.</p>	
KPI 2.4	Integration and Collaboration	<p>This KPI will be registered to have achieved a:</p> <p>(a) “Green Rating” where: There are less than 10% of new staff that have not attended an induction programme within one month of commencing work aligned to the Contract; and There are less than 10% of staff that have outstanding mandatory training courses as detailed in the staff induction process.</p> <p>(b) “Amber Rating” where: There are less than 25% of new staff that have not attended an induction programme within one month of commencing work aligned to the Contract; and There are less than 25% of staff that have outstanding mandatory training courses as detailed in the staff induction process.</p> <p>(c) “Red Rating” where:</p>	

		There are more than 25% of new staff that have not attended an induction programme within one month of commencing work aligned to the Contract; and/or There are more than 25% of staff that have outstanding mandatory training courses as detailed in the staff induction process.	
KPI 2.5	Continuous Improvement	This KPI will be registered to have achieved a: (a) "Green Rating" where: The number of innovations identified within the current Quarter is >5 or the number of innovations planned to be implemented in the next Quarter is >1. (b) "Amber Rating" where: The number of innovations identified within the current Quarter is <5 or the number of innovations planned to be implemented in the next Quarter is 1. (c) "Red Rating" where: There are no innovations identified within the current Quarter or planned to be implemented in the next Quarter.	
KPI 3 - Maintenance of Key Personnel			
KPI 3.1	Key Personnel	This KPI will be registered to have achieved a: (a) "Green Rating" where: The Authority determines that the Contractor has complied with clauses 46.h(3) to (7) to fulfil the requirement to provide Key Personnel against the required SoRs. (b) Red Rating: The Authority determines that the Contractor has not complied with clauses 46.h(3) to (7) to fulfil the requirement to provide Key Personnel against the required SoRs.	A KPI Failure will be considered against the achievement of: A Red Rating against KPI 3.1, Or, Where an Amber Rating against KPI 3.1 is awarded for 3 consecutive Contract Months, Or,

			<p>Where 5 Amber Ratings against KPI 3.1 are achieved in a rolling twelve (12) Contract Month period.</p> <p>The Deduction (to be a Temporary Deduction or a Permanent Deduction) shall be 12.5% of the Maximum Deductible Amount.</p>
KPI 4 – Agility			
KPI 4.1	Tasking Process	<p>This KPI will be registered to have achieved a:</p> <p>(a) “Green Rating” where: The Contractor has successfully completed 90% or greater of Tasking requests within the timeframes stipulated in the relevant Tasking Form Part 2 set out in Schedule 12 (Tasking Process).</p> <p>(b) Amber Rating: 80-90% of Tasking requests successfully completed within the timeframes stipulated in the relevant Tasking Form Part 2 set out in Schedule 12 (Tasking Process).</p> <p>(c) Red Rating: Less than 80% of Tasking requests successfully completed within the timeframes stipulated in the relevant Tasking Form Part 2 set out in Schedule 12 (Tasking Process).</p>	<p>A KPI Failure will be considered against the achievement of:</p> <p>A Red Rating against KPI 4.1,</p> <p>Or,</p> <p>Where an Amber Rating against KPI 4.1 is awarded for 3 consecutive Contract Months,</p> <p>Or,</p> <p>Where 5 Amber Ratings against KPI 4.1 are achieved in</p>

			<p>a rolling twelve (12)-Contract Month period.</p> <p>The Deduction (to be a Temporary Deduction or a Permanent Deduction) shall be 25% of the Maximum Deductible Amount.</p>
KPI 5 - Social Value			
KPI 5.1	Equal Opportunity - Reducing the disability employment gap.	<p>Based on total of full-time equivalent (FTE) people with a disability employed under the Contract, as a proportion of the total FTE contracted workforce, given as a percentage. (Using The Equality Act 2010 definition “a disability as a physical or mental impairment which has a substantial and long-term adverse effect of a person’s ability to carry out normal day-to-day activities”).</p> <p>This KPI will be registered to have achieved a:</p> <p>(a) “Good Rating” where: Greater than 5% of FTE disabled people are employed under the Contract, as a proportion of the total FTE contract workforce,</p> <p>(b) “Approaching Target” where: 3% to 5% of FTE disabled people are employed under the Contract, as a proportion of the total FTE contract workforce,</p> <p>(c) “Requires Improvement” where: 1% to 2.9% of FTE disabled people are employed under the Contract, as a proportion of the total FTE contract workforce,</p> <p>(d) “Inadequate” where:</p>	<p>Social Value KPIs are to be reported upon Quarterly. Where any KPI achieves a rating less than a “Good Rating” the Contractor is to detail this in the Annual Performance Report in accordance with the SoR serial 3.9 to allow discussion at the Annual Performance Review.</p>

		Less than 1% of FTE disabled people are employed under the Contract, as a proportion of the total FTE contract workforce,	
KPI 5.2	Equal Opportunity – Tackling workforce inequality	<p>Based on the total of full-time equivalent (FTE) people within under-represented groups, as a proportion of the total FTE contracted workforce, given as a percentage. (Under-represented groups should be considered against Race, Gender Reassignment and Sexual Orientation against the Equality Act 2010 definitions)</p> <p>This KPI will be registered to have achieved a:</p> <p>(a) “Good Rating” where: Greater than 10% of full-time equivalent (FTE) people are from groups under-represented in the workforce employed under the Contract, as a proportion of the total FTE contract workforce.</p> <p>(b) “Approaching Target” where: 7.6% to 10% of full-time equivalent (FTE) people are from groups under-represented in the workforce employed under the Contract, as a proportion of the total FTE contract workforce.</p> <p>(c) “Requires Improvement” where: 5% to 7.5% of full-time equivalent (FTE) people are from groups under-represented in the workforce employed under the Contract, as a proportion of the total FTE contract workforce.</p> <p>(d) “Inadequate” where: Less than 5% of full-time equivalent (FTE) people are from groups under-represented in the workforce employed under the Contract, as a proportion of the total FTE contract workforce.</p>	<p>Social Value KPIs are to be reported upon Quarterly. Where any KPI achieves a rating less than a “Good Rating” the Contractor is to detail this in the Annual Performance Report in accordance with the SoR serial 3.9 to allow discussion at the Annual Performance Review.</p>
KPI 5.1	Health and wellbeing.	<p>Reporting metrics will reflect the percentage of all companies in the supply chain under this Contract who have provided evidence of implemented measures to improve the physical and mental health and wellbeing of employees within the reporting period.</p> <p>This KPI will be registered to have achieved a:</p> <p>(a) “Good Rating” where: Above 80% of all companies in the supply chain under the Contract have implemented measures to improve the physical and mental health and wellbeing of employees and,</p>	<p>Social Value KPIs are to be reported upon Quarterly. Where any KPI achieves a rating less than a “Good Rating” the Contractor is to detail this in the Annual Performance</p>

OFFICIAL-SENSITIVE COMMERCIAL

	<p>Above 80% of all companies in the supply chain under the Contract to have implemented the 6 standards in the Mental Health at Work commitment.</p> <p>(b) “Approaching Target” where: 70% to 80% of all companies in the supply chain under the Contract have implemented measures to improve the physical and mental health and wellbeing of employees and, 70% to 80% of all companies in the supply chain under the Contract have implemented the 6 standards in the Mental Health at Work commitment.</p> <p>(c) “Requires Improvement” where: 50% to 69% of all companies in the supply chain under the Contract have implemented measures to improve the physical and mental health and wellbeing of employees and, 50% to 69% of all companies in the supply chain under the Contract have implemented the 6 standards in the Mental Health at Work commitment.</p> <p>(d) “Inadequate” where: Less than 50% of all companies in the supply chain under the Contract to have implemented measures to improve the physical and mental health and wellbeing of employees and/or, Less than 50% of all companies in the supply chain under the Contract to have implemented the 6 standards in the Mental Health at Work commitment.</p>	<p>Report in accordance with the SoR serial 3.9 to allow discussion at the Annual Performance Review.</p>
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Appendix 2**Recovery Plan**

Recovery Plan			
Issue Date:	DD/MM/YYYY	Issue Version:	
Contract Ref:			
KPI:			
month(s) affected:			
Due Date:	DD/MM/YYYY	Estimated Revised Completion Date:	DD/MM/YYYY
Reasons:	[Insert reasons why Contractor Deliverable not delivered or KPI not met]		
Recovery Plan:	[Insert plan to provide the Contractor Deliverable required by the obligation or meet the KPI in future months/Quarters, including timescales, responsible person(s) and actions taken to prevent further delays/underperformance]		
Supporting Documents:	[Insert document references for any attached supporting documentation]		
Contractor's Signature:	[NAME] [ROLE] [SIGNATURE]		

Schedule 15

Governance and Management

1 Purpose

- 1.1 The purpose of this Schedule 15 (Governance and Management) is to set out the structures and processes that the Authority and the Contractor will use in order to manage this Contract to ensure delivery of the Contractor Deliverables and all the other obligations of the Contractor under this Contract. The Parties acknowledge their respective obligations set out in the SOR.

2 Authority's Governance Structure

- 2.1 The TRP Contract comes under the governance of the one-star TacSys programme board. However, the details of this wider Authority governance regime are not relevant to the day-to-day management of this Contract. Any engagement with wider Authority governance will be through the TRP Project Manager.

3 Routine Lines of Communication

- 3.1 The TRP Project Manager will be the day to day point of contact for the Contractor and, as such, the Contractor shall communicate with the TRP Project Manager unless otherwise stipulated in this Contract.

4 Contract Start Up Meeting

- 4.1 Within two (2) weeks of the Effective Date of Contract the Contractor shall organise a Contract Start Up Meeting at their premises (if UK based). This shall as a minimum include:
- 4.1.1 introduction of personnel (especially those in key roles);
 - 4.1.2 discussing the Contract Programme;
 - 4.1.3 discussing the initial contract governance;
 - 4.1.4 discussing the formats for the Weekly Performance Review and Monthly Performance Review;
 - 4.1.5 a presentation on key provisions in the Contract which need to be considered during delivery by the Authority Commercial Officer; and
 - 4.1.6 any other business.
- 4.2 The Contractor shall minute the Contract Start Up Meeting and shall distribute such minutes and a record of decisions and actions for agreement or subsequent amendment within five (5) Business Days of the review to the Authority Project Manager for subsequent amendment as required and distribution to other attendees.
- 4.3 The Authority attendees (to be no more than ten (10) Authority attendees in total) shall be:
- 4.3.1 the Authority Project Manager;

- 4.3.2 the Authority Commercial Officer; and
- 4.3.3 any other individual the Authority designates as necessary.

5 TRP Weekly Meeting and TRP Weekly Report

- 5.1 The TRP Project Manager is responsible for managing and reviewing the Contractor's performance of its obligations and the delivery of the Contractor Deliverables pursuant to this Contract through (amongst other things) the TRP Weekly Meeting, which the TRP Project Manager shall chair.
- 5.2 The TRP Weekly Meeting will be hybrid (flexibility will be exercised on the mode through which the meeting is conducted as notified by the Authority to the Contractor from time to time) and the Contractor shall (as the context requires) ensure suitable facilities are booked on-site at Abbey Wood (or at the Authority notified alternative venue).
- 5.3 The TRP Weekly Meeting shall consist of representatives of the Authority and the Contractor together with such other persons that either Party reasonably considers are appropriate to consider particular issues arising in relation to this Contract from time to time.
- 5.4 The TRP Weekly Meeting shall be held on a day and time agreed from time to time by the Parties on a weekly basis except on weeks when a monthly, quarterly or annual meeting is scheduled to be held.
- 5.5 The TRP Weekly Meeting shall review the matters in the TRP Weekly Report and any other business either Party wishes to raise and shall last no longer than 2 hours.
- 5.6 The Contractor shall provide to the TRP Project Manager the TRP Weekly Report no less than one (1) Business Day in advance of the TRP Weekly Meeting.
- 5.7 The TRP Weekly Report shall detail the Contractor's performance of its obligations and the delivery of the Contractor Deliverables pursuant to this Contract by providing information on:
 - 5.7.1 the day-to-day management of this Contract with the aim of ensuring that the Contractor performs and delivers within the agreed boundaries of performance, quality, cost and time;
 - 5.7.2 any resource constraints;
 - 5.7.3 any resource movements;
 - 5.7.4 any relationship matters;
 - 5.7.5 any Task Order updates;
 - 5.7.6 any Contractor or Authority requests for a Change and, subject to receipt of any required Authority internal approvals to such Change following due compliance with the procedures set out in Schedule 4 (Contract Change Control Procedure); and

- 5.7.7 any other matters, risks, threats or issues or impediments required to be notified to the Authority in relation to the Contractor Deliverables (including in relation to behaviours).

6 TRP Monthly Meeting and TRP Monthly Performance Report

- 6.1 The TRP Monthly Meeting will be co-chaired by the TRP Project Manager and the Contractor's equivalent representative.
- 6.2 The TRP Monthly Meeting will be hybrid (flexibility will be exercised on the mode through which the meeting is conducted as notified by the Authority to the Contractor from time to time) and the Contractor shall (as the context requires) ensure suitable facilities are booked on-site at Abbey Wood (or at the Authority notified alternative venue).
- 6.3 The TRP Monthly Meeting shall consist of the Authority's Representatives and the Contractor's Representatives together with such other persons that either Party reasonably considers are appropriate to consider particular issues arising in relation to this Contract from time to time.
- 6.4 The TRP Monthly Meeting shall be held in each Contract Month on a day and time as agreed between the Parties and, where the Parties cannot agree a date in any Contract Month, at 2pm on the day which is the tenth (10th) Business Day following the commencement of the then relevant Contract Month.
- 6.5 The Contractor shall provide to the Authority's Representative a draft Monthly Performance Report no later than five (5) Business Days after the end of each Contract Month and, following receipt by the Authority's Representative of the relevant Monthly Performance Report, the Contractor shall provide to the Authority any additional reasonable substantiating evidence as may be required by the Authority relating to the relevant Contract Month, with a view to agreeing the contents of the Monthly Performance Report for the relevant Contract Month at the relevant TRP Monthly Meeting (or, in any event, as soon as reasonably practicable after such meeting) so as to enable the Contractor to submit its then proposed Monthly Performance Report to the Authority (whether or not agreed at the relevant time) with the relevant form under Condition 36 (Payment and Recovery of Sums Due).
- 6.6 The TRP Monthly Meeting shall review the matters in the Monthly Performance Report and any other business and shall last no longer than two (2) hours.
- 6.7 The Contractor shall minute the TRP Monthly Meeting and shall distribute such minutes and a record of decisions and actions for agreement or subsequent amendment within three (3) Business Days of the meeting to the TRP Project Manager. The TRP Project Manager shall incorporate such amendments and distribute the agreed minutes to all other attendees at the meeting within five (5) Business Days after receipt of the draft minutes from the Contractor.
- 6.8 Failure to agree the Monthly Performance Report shall not prejudice the Contractor's rights to submit the same in accordance with clause 36 (Payment and Recovery of Sums Due) and/or the Authority's rights under clause 46.m (Disputed Amounts) in respect of any disputed amounts.
- 6.9 The Monthly Performance Report shall, as a minimum, detail the Contractor's performance of its obligations and the delivery of the Contractor Deliverables pursuant to this Contract and shall, subject to paragraph 8.2 (TRP Annual Project Review and

Annual Performance Report) be divided into two parts which provide information in respect of the previous Contract Month, as follows:

6.9.1 in Part 1: Monitoring Information

- (i) overall management of this Contract with the aim of ensuring that the Contractor delivers within the agreed boundaries of performance, quality, cost and time;
- (ii) any Contractor or Authority requests for a Change, subject to receipt of any required Authority internal approvals to such Change, following due compliance with the procedures set out in Schedule 4 (Contract Change Control Procedure);
- (iii) the KPI Report (detailing the performance by the Contractor against each of the KPIs and identifying whether the Contractor has met or has failed to meet the required outputs together with the background data from which the KPI Report has been drawn);
- (iv) the Deductions to be levied in respect of the relevant Contract Month in accordance with paragraph 5 of Schedule 14 (Incentivisation) and Schedule 11 (Pricing and Payment), including any other adjustments made pursuant to the mechanism for making Deductions;
- (v) the Monthly Payment proposed to be payable in respect of the relevant Contract Month and the Authority's determination as to the level of Accepted Costs;
- (vi) progress against the Contract Programme, identifying the status of each project within the TacSys Delivery Team and including details of project outcomes, project concerns and progress on cost, time and performance;
- (vii) Milestones met and details of Milestones that were due to be performed in the Contract Month just ended which the Contractor has failed to meet;
- (viii) the Authority's performance of Authority Obligations under Schedule 16 (Authority Obligations);
- (ix) the Contractor's advice note or Recovery Plan where its performance has fallen below the relevant required output;
- (x) the status of any outstanding actions from the last Monthly Performance Report, minutes from the last TRP Monthly Meeting or the associated record of decisions and actions;
- (xi) any disputes which are to be resolved in line with the procedures in Condition 40 (Dispute Resolution);
- (xii) any risks, issues, assumptions, dependencies, opportunities and constraints in connection with the project; and

- (xiii) any other matter reasonably required by the Authority in relation to the Contractor Deliverables.

6.9.2 in Part 2: Service Delivery Information

- (i) Monthly Dashboard Report;
- (ii) Risk Report or such other risk reporting tool as the Authority may use from time to time;
- (iii) Chief Engineering Report (an update on engineering progress during the relevant Contract Month in connection with all identified activities/projects) forming part of the Contractor Deliverables;
- (iv) relationship status;
- (v) any proposals and/or opportunities that the Contractor wishes to raise with the Authority to offer added value and/or other benefits to the overall programme or individual projects and, if of interest to the Authority, may later form part of a future Contractor Change Notice;
- (vi) a description of any complaints and/or comments made in relation to the performance of the Contractor Deliverables; and
- (vii) any other matters, risks, threats, issues or impediments required to be notified to the Authority in relation to the Contractor Deliverables (including in relation to behaviours).

7 Quarterly Performance Review

- 7.1 The Quarterly Performance Review will follow the standard Monthly Performance Review against the Monthly Performance Report, but will also include;

7.1.1 An assessment of KPI Trends

7.1.2 A review of the relationship aligned to the Joint Relationship Management Plan.

8 Annual Performance Report and Performance Review

- 8.1 The Annual Performance Report does change for the Annual Performance Review. The Annual Performance Report covers the same as the Monthly Performance Report, but will also include;

8.1.1 the KPI results for the preceding twelve Contract Months;

8.1.2 details of any of the Social Value KPIs which are not achieving a “Good Rating” advising any changes to the Contractor’s approach to improving the achievement of the requisite Social Value requirement;

8.1.3 a recommendation as to whether any of the KPIs should be amended and, if so, the proposed monitoring methodology;

8.1.4 the relationship status; and

- 8.1.5 any other matters, risks, threats, issues or impediments required to be notified to the Authority in relation to the Contractor Deliverables (including in relation to behaviours).

- 8.2 The meeting otherwise runs the same as any Monthly Performance Review but also covering the extra elements in the Annual Performance Report.

9 Exit Governance

- 9.1 For the final six (6) Contract Months – the Exit Period – the Monthly Performance Report shall also detail the delivery of any Contractor Deliverables in accordance with the Exit Plan referred to at SoR 6.1 and include;

- 9.1.1 a description of the work conducted in respect of the relevant Contract Month relating to the Exit Plan and

- 9.1.2 any matters, risks, threats, issues or impediments in relation to the Contractor Deliverables to be provided in accordance with the Exit Plan.

10 Exit Workshop

- 10.1 The Contractor shall participate in an Exit Workshop with the Authority in the final Contract Month on a day and time as agreed between the Contractor and the Authority

- 10.2 The Exit Workshop shall as a minimum;

- 10.2.1 be conducted in person;

- 10.2.2 be located at DE&S MoD Abbey Wood;

- 10.2.3 be chaired by the Authority; and

- 10.2.4 have an agenda as set by the Authority.

- 10.3 This Exit Workshop shall enable a collaborative and continuous improvement environment for the Authority and shall include as a minimum:

- 10.3.1 a review of the implementation of the Exit Plan identifying learning from experience; and

- 10.3.2 a review of any remediation work that occurred across the Contract and reasons for this remediation work.

- 10.4 The Contractor shall minute the Exit Workshop and shall distribute such minutes and a record of decisions and actions for agreement or subsequent amendment within five (5) Business Days of the Exit Workshop to the Authority Project Manager for subsequent amendment as required and distribution to other attendees.

- 10.5 The Authority attendees (to be no more than ten (10) Authority attendees in total) shall be:

- 10.5.1 the Authority Project Manager;

- 10.5.2 the Authority Commercial Officer;

- 10.5.3 the TRP Support Lead; and

10.5.4 any other individual the Authority designates as necessary.

11 TRP Ad-Hoc Project Meeting and Ad-Hoc Project Report

- 11.1 Without prejudice to paragraphs 4 (Contract Start Up Meeting), 5 (TRP Weekly Meeting and TRP Weekly Report), 6 (TRP Monthly Meeting and TRP Monthly Performance Report), 7 (Quarterly Performance Review) and 8 (Annual Performance Report and Performance Review), the Authority may require a TRP Ad-Hoc Project Meeting.
- 11.2 The Authority shall notify the Contractor in the event it determines there to be a critical problem in need of address to maintain the Contract Programme and/or delivery of the Contractor Deliverables or otherwise.
- 11.3 In the event of a TRP Ad-Hoc Project Meeting being required pursuant to paragraph 11.2 (TRP Ad-Hoc Project Meeting and Ad-Hoc Project Report) the Authority shall notify the Contractor of the time, location and format of such review and notify the Contractor if it is to produce an Ad-Hoc Project Report and, if so, the contents required from such report.
- 11.4 The Contractor shall minute the TRP Ad-Hoc Project Meeting and shall distribute such minutes and a record of decisions and actions for agreement or subsequent amendment within two (2) Business Days of the review to the TRP Project Manager. The TRP Project Manager shall incorporate such amendments and distribute the agreed minutes to all other attendees at the review within five (5) Business Days after receipt of the draft minutes from the Contractor.

Schedule 16

Authority Obligations

Part 1 - Purpose and Principles of Authority GFA

1 Purpose

- 1.1 The purpose of this Schedule 16 (Authority Obligations) is to set out all of the Authority's obligations in providing GFA for the purposes of this Contract and to identify any Discretionary GFA which the Authority elects to provide to the Contractor.

2 Contract Deliverable/GFA Linkage

- 2.1 The Authority shall only be responsible for GFA provision (which does not include the provision of any Discretionary GFA) as is specifically incorporated as a GFA obligation in the Table which details Authority GFA obligations for the relevant Contractor Deliverable (as identified in column 4 of such Table and such Table being contained in Part 2 of this Schedule 16 (Authority Obligations)) as further described in paragraph 2.2 below.

- 2.2 Subject to the provisions of paragraph 2.5 (No Relief etc. Arising from Provision of Discretionary GFA), failure by the Authority to supply or perform a GFA obligation will only be considered for the purposes of granting relief to the Contractor of any of its obligations under this Contract in respect of the performance of any relevant Contractor Deliverables where the Contractor Deliverable is identified in the Table (contained in Part 2 of this Schedule 16 (Authority Obligations)) and where the provision of such GFA obligation is specifically set out in such Table (contained in Part 2 of this Schedule 16 (Authority Obligations)); and:

- 2.2.1 where the Contractor has also fully complied with all of the Contractor's obligations which relate to the relevant GFA obligation:

- (i) as specified in columns 5 and 6 in the Table; and
- (ii) where the Contractor has also fully complied with its obligations in clause 46.d (Authority Performance Failures) and paragraph 2.3 (Contractor Notification of GFA Failure); and

- 2.2.2 subject to any limitations relating to the Authority's obligation to provide the relevant GFA obligation:

- (i) as specified in column 7 in the Table; and
- (ii) as specified or referred to in paragraph 2.5 and paragraphs 3.5 to 3.7 (inclusive).

Contractor Notification of GFA Failure

- 2.3 Without prejudice to the provisions of clause 46.d (Authority Performance Failures), the Contractor shall also notify any alleged GFA Failures to the Authority's Representative forthwith following such GFA Failure.

No Double Counting

- 2.4 Where, but for the provisions of this paragraph 2.4, the same matter, event and/or circumstance affects an item, asset and/or service relating to a Contractor Deliverable which is the subject of an element of GFA and which is referred to in (or encompassed within) more than one row in the Table set out in Part 2 of this Schedule 16 (Authority Obligations) and, as a result, gives rise to a potential GFA Failure under more than one row in such Table, only one GFA Failure shall be deemed to have occurred in respect of such matter, event and/or circumstance.

No Relief etc. Arising from Provision of Discretionary GFA

- 2.5 The Contractor shall not be relieved from any of its obligations under this Contract which arise directly or indirectly from the provision of Discretionary GFA, the failure to provide Discretionary GFA, the fitness for purpose of Discretionary GFA and/or any other deficiency of and/or circumstance arising from Discretionary GFA nor shall any such matters give rise to any rights or remedies for the Contractor of any kind and the provisions of paragraphs 3.5 to 3.7 (Provision of Discretionary GFA) shall apply.

3 Provision by the Authority of GFA and Discretionary GFA

Provision of GFA

- 3.1 The Authority shall supply the relevant element of GFA in accordance with the provisions (and subject to any limitations or special circumstances) specifically set out in any of the columns of the Table (contained in Part 2 of this Schedule 16 (Authority Obligations)).
- 3.2 All GFA shall be subject to the provisions of DEFCON 611 (Issued Property).
- 3.3 The Authority shall be responsible for delivery of each item of GFA to the Contractor's premises at [] unless another agreed delivery address is specifically set out in the Table (contained in Part 2 of this Schedule 16 (Authority Obligations)).
- 3.4 The Contractor shall return all GFA to the Authority in the manner provided in DEFCON 611 (Issued Property) (as the case may be).

Provision of Discretionary GFA

- 3.5 Where the Authority provides any Discretionary GFA, the provisions of clauses 45d(8) to (10) (Authority Performance Failures) shall apply and the Authority shall have no liability to the Contractor arising from such provision and/or any requirement by the Authority for the return of any Discretionary GFA.
- 3.6 Any Discretionary GFA provided by the Authority shall be set out in the Table at Part 3 (Discretionary GFA) to Schedule 16 (Authority Obligations).
- 3.7 When any Discretionary GFA is returned to the Authority, the Table at Part 3 (Discretionary GFA) to Schedule 16 (Authority Obligations) shall be updated and the Contractor shall provide an updated Table for approval by the Authority. Following the Authority's agreement to such updated Table, both Parties shall sign two copies of such Schedule and each Party shall retain one (1) original signed copy of such updated Table.

4 Special provisions relating to Equipment, Tooling and Test Equipment

- 4.1 All Equipment to be provided by the Authority as identified in the Tables (contained in Part 2 of this Schedule 16 (Authority Obligations)) shall be delivered by the Authority to the Contractor's premises at [] on or before the relevant date contained in the Tables in Part 2 of Schedule 16 (Authority Obligations).
- 4.2 Notwithstanding any other provision of this Contract, the Authority shall not be obliged to provide (and/or procure the provision of), make available, calibrate and/or exchange any items of tooling and/or equipment.

5 Procedures

- 5.1 The Contractor shall:
- 5.1.1 not do anything that would cause the Authority to be in breach of any of its legal obligations to its employees or Servicemen;
 - 5.1.2 make available to the Authority those Contractor's procedures that may be reasonably applied in relation to the activities to be undertaken by the Authority's employees or Servicemen;
 - 5.1.3 procure that the employees of the Authority and Servicemen and Contractor Personnel are treated equally and fairly;
 - 5.1.4 consider hours of work; and
 - 5.1.5 manage the allocation of engagement with the Servicemen to enable each Serviceman to partake in one period of physical training per week.
- 5.2 The Contractor shall not hold any disciplinary powers over the Authority's employees and/or Servicemen. However if at any time a member of the employees and/or Servicemen of the Authority:
- 5.2.1 is deemed guilty of any act of misconduct or neglect during the discharge of his/her duties; or
 - 5.2.2 is found guilty of any act of serious misconduct or continual neglect in the discharge of his/her duties or is found to be medically incapable of performing his/her duties (subject to confirmation by the Authority of such medical incapacity),
- then the Contractor shall notify the Authority immediately of the matters alleged to have occurred as identified in paragraphs 5.2.1 to 5.2.2 and shall include in any such notice details of the proposed action that the Contractor reasonably considers necessary to deal with any issue relevant to the continued performance of the Contractor Deliverables arising from such matters. On receipt of the notice, the Authority will consider the Contractor's proposals and supporting evidence and take such action as it reasonably considers necessary to rectify the alleged issue. Any action to replace any employees of the Authority and/or Servicemen will be at the Authority's discretion.
- 5.3 In the event of any industrial action involving Contractor Personnel and/or its Sub-Contractors, the Contractor shall ensure that no employees of the Authority and/or Servicemen are engaged in additional activities which would normally have been

carried out by the Contractor Personnel who are involved in the industrial action, unless otherwise agreed in advance by the Authority.

- 5.4 The Contractor agrees and acknowledges that its direction and management of the employees of the Authority and Servicemen (for which the Contractor is or becomes responsible, including, without limitation, the output of such persons whilst under such direction and management) shall not have the effect of transferring from the Authority to the Contractor the Authority's rights, duties, powers, liabilities and obligations in respect of any contract of employment or other relationship which exists within the Authority in relation to the employees of the Authority and Servicemen.

6 Provision of Authority Personnel

- 6.1 The Authority shall:

- 6.1.1 in response to a local, national or global emergency, reserve the right to remove the employees of the Authority and Servicemen at any time and accept that such reduction may result in a GFA Failure;
- 6.1.2 not be (and the Contractor shall be) responsible for ensuring that all attendance time (as logged on any Contractor time recording system) is recorded by the Contractor.

Part 2 – GFA Provision linked to the Contractor Deliverables

This Table details the Authority obligations to provide GFA in support of the Contractor’s obligation to provide the identified Contractor Deliverables

OFFICIAL-SENSITIVE COMMERCIAL

1 No	2 GFA Type	3 Description	4 Relevant Contractor Deliverable potentially impacted by non-GFA provision	5 Duration and Notice (for the relevant GFA item)	6 Additional Contractor Obligations relating to GFA	7 Authority Limitations
1	Government furnished equipment	EPM User access	□	Contract Period	<p>Contractor to ensure that Authority is provided with adequate notice prior to the Contractor Personnel requiring this GFA. Such notice will include the relevant details as required by the Authority to enable the Authority to grant such access.</p> <p>Contractor to ensure that Contractor Personnel follow any user instructions required to use the GFA</p>	Authority must ensure it has the relevant right to be able to grant licences to the Contractor Personnel

OFFICIAL-SENSITIVE COMMERCIAL

1 No	2 GFA Type	3 Description	4 Relevant Contractor Deliverable potentially impacted by non-GFA provision	5 Duration and Notice (for the relevant GFA item)	6 Additional Contractor Obligations relating to GFA	7 Authority Limitations
2	Government furnished equipment	ARM User access	[]	Contract Period	<p>Contractor to ensure that Authority is provided with adequate notice prior to the Contractor Personnel requiring this GFA. Such notice will include the relevant details as required by the Authority to enable the Authority to grant such access.</p> <p>Contractor to ensure that Contractor Personnel follow any user instructions required to use the GFA</p>	<p>There are limitations on number of end user licences that the Authority can have.</p> <p>Authority must ensure it has the relevant right to be able to grant licences to the Contractor Personnel</p>

OFFICIAL-SENSITIVE COMMERCIAL

1 No	2 GFA Type	3 Description	4 Relevant Contractor Deliverable potentially impacted by non-GFA provision	5 Duration and Notice (for the relevant GFA item)	6 Additional Contractor Obligations relating to GFA	7 Authority Limitations
3	Government furnished equipment	Predict! Risk Analyser User access	[]	Contract Period	<p>Contractor to ensure that Authority is provided with adequate notice prior to the Contractor Personnel requiring this GFA. Such notice will include the relevant details as required by the Authority to enable the Authority to grant such access.</p> <p>Contractor to ensure that Contractor Personnel follow any user instructions required to use the GFA</p>	<p>There are limitations on number of end user licences that the Authority can have.</p> <p>Authority must ensure it has the relevant right to be able to grant licences to the Contractor Personnel</p>

OFFICIAL-SENSITIVE COMMERCIAL

1 No	2 GFA Type	3 Description	4 Relevant Contractor Deliverable potentially impacted by non-GFA provision	5 Duration and Notice (for the relevant GFA item)	6 Additional Contractor Obligations relating to GFA	7 Authority Limitations
4	Government Furnished Equipment	MODNET Accounts for Contractor Personnel	All Deliverables	Contract Period	Contractor to ensure that Authority is provided with adequate notice prior to the Contractor Personnel requiring this GFA. Such notice will include the relevant details as required by the Authority to enable the Authority to grant such access. Contractor to ensure that Contractor Personnel follow any user instructions required to use the GFA	

OFFICIAL-SENSITIVE COMMERCIAL

1 No	2 GFA Type	3 Description	4 Relevant Contractor Deliverable potentially impacted by non-GFA provision	5 Duration and Notice (for the relevant GFA item)	6 Additional Contractor Obligations relating to GFA	7 Authority Limitations
5	Government furnished equipment	DOORS ARM User Licence for relevant Contractor Personnel	[]	Contract Period	<p>Contractor to ensure that Authority is provided with adequate notice prior to the Contractor Personnel requiring this GFA. Such notice will include the relevant details as required by the Authority to enable the Authority to grant such access.</p> <p>Contractor to ensure that Contractor Personnel follow any user instructions required to use the GFA</p>	<p>There are limitations on number of end user licences that the Authority can have.</p> <p>Authority must ensure it has the relevant right to be able to grant licences to the Contractor Personnel</p>

1 No	2 GFA Type	3 Description	4 Relevant Contractor Deliverable potentially impacted by non-GFA provision	5 Duration and Notice (for the relevant GFA item)	6 Additional Contractor Obligations relating to GFA	7 Authority Limitations
6	Government furnished equipment	Authority to provide MODNET Laptops and ancillaries. Initial Provision to circa [XX] laptops. Contractor shall ensure that Authority is provided with adequate notice prior to the Contractor Personnel requiring this GFA. Such notice will include the relevant details as required by the Authority to enable the Authority to grant such access. Contractor shall ensure that Contractor Personnel follow any user instructions required to use the GFA.	In line with agreed Contractor mobilisation plan.	Contract Period	The provisions of Part 1 of this Annex 1 (Authority Obligations) and Condition 45d(8) to (10) (Authority Performance Failures) shall apply to the provision of all items of Discretionary GFA and all such Discretionary GFA provided by the Authority is at the sole risk of the Contractor.	

OFFICIAL-SENSITIVE COMMERCIAL

1 No	2 GFA Type	3 Description	4 Relevant Contractor Deliverable potentially impacted by non-GFA provision	5 Duration and Notice (for the relevant GFA item)	6 Additional Contractor Obligations relating to GFA	7 Authority Limitations
7	Government furnished equipment	ADaM Assumptions and Dependencies Management Tool User access	□	Contract Period	<p>Contractor to ensure that Authority is provided with adequate notice prior to the Contractor Personnel requiring this GFA. Such notice will include the relevant details as required by the Authority to enable the Authority to grant such access.</p> <p>Contractor to ensure that Contractor Personnel follow any user instructions required to use the GFA</p>	<p>There are limitations on number of end user licences that the Authority can have.</p> <p>Authority must ensure it has the relevant right to be able to grant licences to the Contractor Personnel</p>

Part 3 – Discretionary GFA

This Table details the Discretionary GFA which the Authority elects to provide to the Contractor

1 No	2 GFA Discretionary	3 Description	4 Date Authority agrees to provide Discretionary GFA	5 Duration (for each item commencing after the relevant date specified in column 4)⁵	6 No risk to the Authority
1	Government Furnished Equipment	Authority to provide available desk space in Abbeywood, Corsham and JPO. The Contractor will need to comply with local desk booking policy and complete any required mandatory training.	From Contract Award	Contract Period	
2	Government Furnished Equipment	Authority to provide site access pass to Abbeywood, Corsham and JPO	From Contract Award	Contract Period	

⁵ The Authority can require the return of all items of GFA at any time at the sole risk of the Contractor.

Schedule 17

Exit Plan

1 Introduction

- 1.1 This Schedule provides further requirements of the Authority relating to exit management and is to be read in conjunction with clause 46.q (Continuing Assistance) of this Contract. The obligations set out in this Schedule 17 (Exit Plan) are in addition to and without prejudice to the obligations of the Contractor in clause 46.q (Continuing Assistance).
- 1.2 Capitalised terms used but not defined in this Schedule 17 (Exit Plan) are defined in Schedule 1 (Definitions of the Contract) of this Contract.

2 Introduction and Background

- 2.1 The Schedule:
- 2.1.1 describes the general principles that apply to the Contractor's obligations under this Schedule (see paragraph 3 below);
 - 2.1.2 describes the process for the development of the Exit Plan and the Parties' obligations to perform the activities set out in the Exit Plan (see paragraph 4 below);
 - 2.1.3 Not Used;
 - 2.1.4 describes the requirements relating to the allocation of an Exit Manager (see paragraph 5 below);
 - 2.1.5 describes each Parties' obligations during each Exit Period (see paragraph 6 below);
 - 2.1.6 describes the process for transferring and management of assets, information and materials relating to the Contract, including knowledge, IPR, Sub-contracts and software as defined by the Exit Plan (together, for the purposes of this Schedule 17 (Exit Plan), the "**Assets**") upon expiry or termination of this Contract (see paragraph 8 below); and
 - 2.1.7 describes the principles that apply to the Contractor's obligations to provide data, information and materials and other general provisions relating to the Contractor's obligations under this Schedule (see paragraph 10 below).

3 General

- 3.1 The Contractor may be required by the Authority to provide continuing assistance and the provision of Exit Management Information to the Authority and any Follow-on Contractor during any Exit Period in relation to the procurement of Replacement Contractor Deliverables and to assist the Authority in relation to its procurement of and/or management of LE TacCIS; including the management of the MTRC and liaison with any contractors appointed under LE TacCIS.
- 3.2 The transfer of the Assets from the Contractor to the Authority (and/or the Follow-On Contractor) may be phased so that certain Assets are transferred to the Authority

(and/or the Follow-On Contractor) at different times or at the same time. There may be one or more Exit Periods where there has been a partial termination of the Contract. The Contractor may be required by the Authority to provide Exit Management Information and continuing assistance to the Authority (and/or the Follow-On Contractor) during any Exit Period in relation to the expiry or termination of all or part of the Contract.

- 3.3 The Parties acknowledge that two or more Exit Periods may operate concurrently.

4 Exit Planning

Development of the Exit Plans

- 4.1 Within two (2) months after the Effective Date of Contract, the Contractor shall develop and deliver to the Authority a draft Exit Plan that addresses, as a minimum, the requirements set out in Appendix 1 to this Schedule. The Exit Plan shall set out the Contractor's proposed overall methodology for achieving an orderly transfer of all of the services and goods from the Contractor to the Authority (or the Follow-On Contractor) upon the expiry or termination of this Contract (whether in whole or in part) for any reason whatsoever.

Review of Exit Plans

- 4.2 Within twenty (20) Business Days after receipt by the Authority of any draft Exit Plan, the Parties shall meet to discuss and seek to agree such Exit Plan. The Contractor shall ensure that any comments, suggestions or amendments suggested by the Authority (acting reasonably) are incorporated into the relevant draft Exit Plan and shall issue an updated copy of the relevant draft Exit Plan to the Authority within ten (10) Business Days of such comments, suggestions or amendments being communicated to the Contractor by the Authority.
- 4.3 Not Used.
- 4.4 If the Parties cannot agree any draft Exit Plan and/or the Authority does not accept that such Exit Plan has been drafted in accordance with the requirements set out in Appendix 1 to this Schedule either Party may refer this matter for in accordance with the Dispute Resolution Procedure.
- 4.5 The Contractor shall:
- 4.5.1 keep the then current Exit Plan under review every twelve (12) months and shall update and submit to the Authority for review and authorisation; and
 - 4.5.2 where an impact assessment in respect of a Change, Option and/or a Task Order or other matter identifies that an update to the then current Exit Plan is required, update the then current Exit Plan (issuing the same to the Authority for review within ten (10) Business Days of the relevant event giving rise to the requirement for an update) and the provisions of paragraph 4.4 shall apply in the case of any disagreement between the Parties relating to the revised Exit Plan.
- 4.6 The Contractor shall ensure that any draft Exit Plan submitted to the Authority in accordance with paragraphs 4.1, 4.2 and 4.5 above:

- 4.6.1 takes into account any changes affecting the Contractor Deliverables since the previously agreed version of the Exit Plan;
- 4.6.2 where appropriate, aligns with, incorporates or references any activities, dates, timescales, or milestones reasonably set by the Authority; and
- 4.6.3 is adaptable and shall include provisions to deal with full, partial and unexpected termination of all or part of the Contractor Deliverables, taking into account the circumstances described in paragraph 2 of this Schedule.

Finalising Exit Plans

- 4.7 The Contractor's performance of the activities and obligations set out in any Exit Plan which are additional to those referred to in Clause 72.2.3 (Exit Plan), shall be the subject of a Change (to which the Contractor shall not have the right to object where the Authority has issued an Authority Change Notice and accepts the Contractor's Change Proposal (however revised by agreement of the Parties)) and shall be confirmed in accordance with the procedure set out in clause 6 (Formal Amendments to the Contract) and Schedule 4 (Contract Change Control Procedure) of this Contract.

5 Allocation of Exit Manager

- 5.1 The Contractor shall allocate a suitable Exit Manager and appropriate resource to manage the process of exit and transfer of Assets to the Authority (or the Follow-On Contractor), including the preparation and implementation of the Exit Plan. The Contractor shall provide written notification of such allocation to the Authority two (2) Business Days following commencement of the Exit Period.
- 5.2 The Contractor shall ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Contractor as are reasonably necessary to enable the Contractor to comply with the requirements set out in the Exit Plan, including a team to manage the process of exit and transfer of the Assets to the Authority (or the Follow-On Contractor).

6 Exit Period

- 6.1 Without prejudice to its general obligations the Contractor shall be responsible for the completion of the Exit Plan, including project management of the overall exit process. The Contractor shall ensure that exit is completed in a smooth, efficient and orderly manner which minimises any disruption to the business of the Authority and any third parties.

Exit Period Duration

- 6.2 An Exit Period shall commence on the earlier of:
 - 6.2.1 the date notified by the Authority to the Contractor in writing, provided that such date falls after the date which is six (6) months prior to the Expiry Date; or
 - 6.2.2 immediately following the issue of a Termination Notice.
- 6.3 An Exit Period shall end on the date on which all the activities in the Exit Plans have been completed to the satisfaction of the Authority.

Exit Information

6.4 During each Exit Period, the Contractor shall:

6.4.1 update the Exit Management Information:

- (i) within ten (10) Business Days of the start of such Exit Period; and
- (ii) thereafter, update the Exit Management Information no less than twice each month during such Exit Period;

6.4.2 make the Exit Management Information (as updated in accordance with paragraph 6.4.1 above) available to the Authority (and the Follow-On Contractor) to access electronically at any time in an editable format from an agreed location within the TacSys Sharepoint area during the Exit Period;

6.4.3 provide to the Authority (and/or the Follow-On Contractor), or procure the provision of, all such information, other data and deliverables relevant to the expiring or terminated Contractor Deliverables, together with a sufficient explanation and the full rights to use such information, other data and deliverables as detailed in the Exit Plan in its then current format or in a format reasonably requested by the Authority, together with all related documentation, and any other information and copies thereof owned by the Authority;

6.4.4 promptly make available to the Authority (and the Follow-On Contractor) to download electronically in editable format from the Shared Data Environment all other information, as is reasonably requested by the Authority in connection with the wind-down or transfer of all or part of the system; and

6.4.5 grant access to the Authority (and/or any Follow-On Contractor) to any premises used by the Contractor in the provision of the Contractor Deliverables to facilitate the smooth transfer of responsibility for the provision of the Contractor Deliverables (or any part of the Contractor Deliverables) to the Authority or Follow-On Contractor.

Exit Assistance

6.5 Without prejudice to Clause 74.3 (Continuing Assistance) and paragraph 6.3, during each Exit Period the Contractor shall perform its obligations set out in the Exit Plan and the Contractor shall continue to provide any Contractor Deliverables that are due to terminate or expire pursuant to the terms of this Contract or any Termination Notice, in accordance with its obligations under this Contract until such time as the responsibility for the provision of such Contractor Deliverables (or in the case of Partial Termination, the relevant Contractor Deliverables) has transferred to the Authority (and/or the Follow-On Contractor) in accordance with the processes set out in the Exit Plan ("**Exit Assistance**").

7 Vacation of Authority Sites

7.1 At the end of each Exit Period (or earlier if this does not adversely affect the Contractor's performance of the Contractor Deliverables and the performance by the Contractor of all of its other obligations in accordance with the Exit Plan), the

Contractor shall (and shall procure that the Sub-Contractors shall) perform the following to the extent that the relevant software, Authority Data, Assets, Issued Property, Authority Sites and Controlled Information is not required by the Contractor to perform the Contractor Deliverables that the Contractor shall continue to perform after the end of the relevant Exit Period:

- 7.1.1 vacate any Authority Sites, remove any property not to be returned under paragraph 7.1.2 and, without prejudice to DEFCON 76 (Liability in Respect of Damage to Government Property), rectify any loss or damage that may have occurred during its, or its Sub-contractors', occupancy of any Authority Sites ;
- 7.1.2 return to the Authority all Controlled Information of the Authority and certify that it does not retain the Authority's Controlled Information save to the extent (and for the limited period) that:
 - (i) such information needs to be retained by the Contractor for the purposes of providing or receiving any Contractor Deliverables or complying with its obligations in this Schedule 17 (Exit Plan); or
 - (ii) the Contractor is obliged under the terms of this Contract, or any Laws to retain such information after termination or expiry of this Contract.
- 7.2 All licences, leases and authorisations granted by the Authority to the Contractor in relation to any expiring or terminating Contractor Deliverables shall be terminated with effect from the end of the relevant Exit Period.
- 7.3 The Authority may dispense of any items left at the Authority Sites for more than ten (10) days following vacation in accordance with paragraph 7.1.1.

8 Assets, Sub-Contracts and Software

General Provisions

- 8.1 Following expiry or termination (however arising) of this Contract (or any relevant part of it) and during each Exit Period, the Contractor shall not, without the Authority's approval:
 - 8.1.1 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing goods or acquire any new Assets; or
 - 8.1.2 terminate, enter into or vary any licence for software in connection with the Contractor Deliverables.
- 8.2 Following receipt of any up-to-date relevant information (including Registers) provided by the Contractor pursuant to paragraph 4.5.1 above, the Authority may provide written notice to the Contractor setting out:
 - 8.2.1 which Assets the Authority requires to be transferred to the Authority (or the Follow-On Contractor); and
 - 8.2.2 a requirement for the Contractor to provide to the Authority within three (3) Business Days of request a copy of all relevant Sub-contracts to enable the Authority to consider if it requires an assignment, novation or transfer of

any relevant Sub-contract pursuant to Clause 13.2.3 of this Contract (Sub-Contracting); and

- 8.2.3 which Sub-contracts and other agreements the Authority at its option requires to be assigned, novated or transferred to the Authority (or the Follow-On Contractor) (together, for the purposes of this Schedule 17 (Exit Plan), the “**Transferring Contracts**”), and
- 8.2.4 where requested by the Authority, the Contractor shall provide all reasonable assistance to the Authority (and the Follow-On Contractor) to enable it to determine which Assets and Transferring Contracts the Authority (or the Follow-On Contractor) requires in order to provide the Contractor Deliverables. Access to Assets may be required by the Authority (or the Follow-On Contractor) before any identified time period or date in accordance with the Exit Plan in order to continue to deliver the Contractor Deliverables or business as usual and consent to this shall not be unreasonably withheld or delayed by the Contractor.

Further Provisions on Transferring Contracts

- 8.3 The Contractor shall assign or procure the novation to the Authority (or the Follow-On Contractor) of the Transferring Contracts. The Contractor shall execute such documents and provide such other assistance as the Authority reasonably requires to affect this novation or assignment.
- 8.4 The Authority shall:
 - 8.4.1 accept assignments from the Contractor or join with the Contractor in procuring a novation of each Transferring Contract; and
 - 8.4.2 once a Transferring Contract is novated or assigned to the Authority (or the Follow-On Contractor), carry out, perform and discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract.
- 8.5 The Contractor shall hold any Transferring Contracts on trust for the Authority (or the Follow-On Contractor) until such time as the transfer of the contract to the Authority (or the Follow-On Contractor) has been affected.
- 8.6 The Contractor shall indemnify the Authority (and the Follow-On Contractor) against each loss, liability and cost arising out of or in connection with any claims made by a counterparty to a Sub-contract which is assigned or novated to the Authority (or the Follow-On Contractor) pursuant to paragraph 8.3 above in relation to any matters arising prior to the date of assignment or novation of such Sub-contract. Such indemnification shall be provided pursuant to clause 46.a (Indemnity and Liabilities) of this Contract.

9 Not Used

10 Other

- 10.1 Where this Schedule requires the Contractor to provide data, information or materials, including any relevant information and any Exit Management Information, the Contractor shall provide such data, information or materials in the format specified in this Schedule, or in the absence of such format being specified, shall provide such

data, information or materials in their then current format or in a format reasonably requested by the Authority. Where such data, information or materials are provided in an alternative format, the Contractor shall ensure the accuracy and completeness of such data, information or materials is not adversely affected by the conversion to that format.

- 10.2 Within twenty (20) Business Days of being requested to do so by the Authority, the Contractor shall provide the Authority with a breakdown of any Exit Management Information so that the Authority is able to identify which information relates to one or more of the Contractor Deliverables (or one or more parts of the Contractor Deliverables). The Authority may from time to time require the Contractor to break down, or otherwise divide, the Exit Management Information and the Contractor shall provide such break downs to the Authority (and the Follow-On Contractor) within ten (10) Business Days from the relevant request.
- 10.3 Any material breach of the obligations that the Contractor is obliged to perform pursuant to this Schedule during the Exit Period shall be a material breach of this Contract.
- 10.4 Except as expressly stated in any Exit Plan, the obligations stated in the Exit Plan shall be in addition to, and not in substitution for the provision of the Contractor Deliverables and the Contractor shall continue to provide the Contractor Deliverables on the terms and conditions of this Contract.

Appendix 1

Exit Plan Product Description

1 Introduction

- 1.1 The Exit Plan shall meet the requirements of the Exit Plan Product Description set out in this Appendix 1.

2 Format of Product

- 2.1 The Contractor shall prepare the Exit Plan in electronic format, readable by Microsoft Office, Adobe Reader or other application agreed by the parties. All of the content of the Exit Plan shall be supported by a Gantt chart that shows the timetable for all of the activities to be undertaken before, during and after each Exit Period. The Final Exit Plan will have a fully detailed Gantt chart that shows the timetable for all of the activities to be undertaken before, during and after each Exit Period.

3 Content

- 3.1 The Exit Plan shall include:
- 3.1.1 details of the activities to be performed by the Parties before, during and after each Exit Period, and set out the key milestones, trigger events (such as the serving of a Termination Notice) and the required resourcing for such activities;
 - 3.1.2 a draft timetable of the activities to be performed by the Parties;
 - 3.1.3 details (including the name and contact details) of the Parties' point of contact for issues relating to Exit Management;
 - 3.1.4 the Contractor's management structure to be implemented during each Exit Period;
 - 3.1.5 details of methods the Contractor shall use to report on the progress of the Exit Plan and the frequency of such reports including the reporting of progress through the Monthly governance at Schedule 15 (Governance and Management);
 - 3.1.6 at such time as such information is known after the relevant Termination Notice has been served or prior to expiry of this Contract, the scope of the exit, which shall include:
 - (i) confirmation of the Contractor Deliverables that are terminating or expiring;
 - (ii) a description of the Contractor Deliverables at the beginning of each Exit Period, including details of any work in progress;
 - (iii) a description of the Contractor Deliverables at the conclusion of each Exit Period; and
 - (iv) details of the scope of the Exit Assistance that may be required for the benefit of the Authority;

- 3.1.7 details of all the Assets that are to be transferred to the Authority (or the Follow-On Contractor) and for each of those Assets:
- (i) details of the process to novate or assign the relevant Transferring Contracts, including relevant meetings between the relevant parties; and
 - (ii) details of the process for transferring the Assets that are to be transferred to the Authority (or the Follow-On Contractor), including details of any documentation that needs to be signed to implement the transfer and the proposed dates for finalising and executing such documentation;
- 3.1.8 details of how the Assets shall transfer to the Authority (or the Follow-On Contractor) and 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 Contractor or its Sub-contractors (where applicable) and details of how the Contractor Deliverables would be provided (if required) during each Exit Period;
- 3.1.9 details of the processes that the Contractor uses to deal with risks arising in relation to the transfer of the Assets to the Authority (or the Follow-On Contractor);
- 3.1.10 details of individuals (posts and responsibilities) who shall be made available by the Contractor to facilitate the re-procurement and exit of the Contractor Deliverables in accordance with this Schedule;
- 3.1.11 relevant information regarding the transfer of security related processes and arrangements, such as information security and physical and logical access control;
- 3.1.12 details of the significant risks, issues, assumptions and dependencies as they apply to the Exit Plan, provided that any new GFA shall be agreed through Schedule 4 (Contract Change Control Procedure) and shall not be construed as being GFA until they have been agreed through this procedure;
- 3.1.13 descriptions of the activities required to ensure that the Contractor continues to provide the Contractor Deliverables in accordance with this Contract;
- 3.1.14 details as to how the Contractor will ensure that there will be minimum disruption in the provision of the Contractor Deliverables whilst the Contractor Deliverables are transferred to the Authority (or the Follow-On Contractor) (including details of any mitigation and contingency planning, briefing papers, training materials, training to be provided and access required to Contractor Premises) to ensure that there is no deterioration in the quality of delivery of the Contractor Deliverables during each Exit Period;
- 3.1.15 details of any on-going projects or other work carried out pursuant to this Contract;

OFFICIAL-SENSITIVE COMMERCIAL

- 3.1.16 details of the activities required to ensure that the Contractor can undertake the required knowledge transfer to the Authority relating to prior Contractor Deliverables delivered throughout the period of this Contract.
- 3.1.17 details of the procedures to be followed to ensure that all GFA information is to be erased; and
- 3.1.18 details relating to the provisions set out in Schedule 21 (Transfer Regulations); and
- 3.1.19 without prejudice and in addition to the obligations of the Contractor in clause 46.r of this Contract (Continuing Assistance), details relating to the provision of data that may be necessary for the re-procurement of the Contractor Deliverables to a Follow-On Contractor, which may include:
 - (i) performance data sufficient to allow the Authority and any Follow-On Contractor to monitor the current and past performance of the Contractor Deliverables and/or systems;
 - (ii) technical documents relevant to the Contractor Deliverables and/or systems being re-procured including:
 - (A) operating manuals;
 - (B) training documents;
 - (C) latest documents that are required to be provided by the Contractor in accordance with this Contract;
 - (iii) all relevant registers including Necessary Consents and Intellectual Property;
 - (iv) without prejudice to paragraph 8.2 of Schedule 17 (Exit Plan), copies of any relevant Sub-contracts pursuant to which the Sub-Contractor has obligations to the Contractor after the end of the Contract Period; and
 - (v) any other Information in the possession or control of the Contractor required by law in connection with the re-competition activities, including details of agents, Employees (subject to Data Protection Legislation), suppliers, Sub-Contractors and/or licenses required by international trafficking regulations.

The initial draft Exit Plan shall not include detailed iterations of 3.1.2, 3.1.3, 3.1.4 and 3.1.5, the Contractor shall provide them to a suitable level of detail at the given time.

Appendix 2

[Exit Plan as at Effective Date]

Appendix 2 (Exit Plan as at Effective Date) of this Schedule 17 (Exit Plan) is the document entitled "Exit Plan"

Schedule 18

Not Used

Schedule 19

Contract Programme

Schedule 219 (Contract Programme) is the document entitled “TRP_712620450_Contract Programme-O” annexed to the Contract reference TRP/712620450 ”.

Schedule 20**Key Personnel****Core Key Personnel**

Ser	Resource Unique Identifier (RUI)	Key Role	Name
1	OBS-001	TRP Delivery Director	
2	OBS-002	TRP Delivery Manager	
3	OBS-003	MORPHEUS PSS Lead	
4	OBS-040	Chief Engineer	
5	OBS-041	Systems Architecture Lead	
6	OBS-075	Safety and Environmental PSS Lead	
7	OBS-082	Security Lead	
8	OBS-107	MORPHEUS Technical Lead	
9	OBS-114	Systems Engineering Lead	
10	OBS-158	Approvals Lead	

Schedule 21

Transfer Regulations

Employee Transfer Arrangements on Exit

PART 1 - EMPLOYEE TRANSFER ARRANGEMENTS ON ENTRY

1 DEFINITIONS

1.1 In this Schedule 21 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 21 Part 1 unless the context otherwise requires:

"Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK, including but not limited to:

- (a) the General Data Protection Regulation ((EU) 2016/679) as retained in UK law by the EU (Withdrawal) Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (the "UK General Data Protection Regulation" or "UK GDPR");
- (b) the Data Protection Act 2018;
- (c) the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and
- (d) all applicable legislation and regulatory requirements in force from time to time which apply to a party relating to the processing of personal data and privacy and the guidance and codes of practice issued by the Information Commissioner's Office which apply to a party;

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

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

"Previous Contractor" means QinetiQ, Roke, BMT and ATOS

"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 mean the Contractor Deliverables as stated in Schedule 2 (Statement of Requirements).

"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 21 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:

- (i) any breach by the Contractor and/or any Employing Sub-Contractor of their obligations under Regulation 13 of the Transfer Regulations;
- (ii) 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
- (iii) any collective agreement or any arrangement with any trade union or staff association after the Relevant Transfer Date.
- (iv) 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:
- (i) any proposed, agreed or imposed changes to terms and conditions of service;
 - (ii) disputes relating to compliance with the Transfer Regulations which are regarded as unresolved by a recognised Trade Union;
 - (iii) any court action or tribunal proceedings relating to compliance with the Transfer Regulations;
 - (iv) completed court action or tribunal proceedings relating to compliance with the Transfer Regulations; and
 - (v) 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 21 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

- 1.1.1 Age;
- 1.1.2 Security Vetting Clearance;
- 1.1.3 Job title;
- 1.1.4 Work location;
- 1.1.5 Conditioned hours of work;
- 1.1.6 Employment Status;
- 1.1.7 Details of training and operating licensing required for Statutory and Health and Safety reasons;
- 1.1.8 Details of training or sponsorship commitments;
- 1.1.9 Standard Annual leave entitlement and current leave year entitlement and record;
- 1.1.10 Annual leave reckonable service date;
- 1.1.11 Details of disciplinary or grievance proceedings taken by or against transferring employees in the last two years;
- 1.1.12 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;
- 1.1.13 Issue of Uniform/Protective Clothing;
- 1.1.14 Working Time Directive opt-out forms; and
- 1.1.15 Date from which the latest period of continuous employment began.

1.2 Performance Appraisal

- 1.2.1 The current year's Performance Appraisal;
- 1.2.2 Current year's training plan (if it exists); and

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

1.3 Superannuation and Pay

- 1.3.1 Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken within the last two years;
- 1.3.2 Annual salary and rates of pay band/grade;
- 1.3.3 Shifts, unsociable hours or other premium rates of pay;
- 1.3.4 Overtime history for the preceding twelve-month period;
- 1.3.5 Allowances and bonuses for the preceding twelve-month period;
- 1.3.6 Details of outstanding loan, advances on salary or debts;
- 1.3.7 Cumulative pay for tax and pension purposes;
- 1.3.8 Cumulative tax paid;
- 1.3.9 National Insurance Number;
- 1.3.10 National Insurance contribution rate;
- 1.3.11 Other payments or deductions being made for statutory reasons;
- 1.3.12 Any other voluntary deductions from pay;
- 1.3.13 Pension Scheme Membership;
- 1.3.14 For pension purposes, the notional reckonable service date;
- 1.3.15 Pensionable pay history for three years to date of transfer;
- 1.3.16 Percentage of any pay currently contributed under additional voluntary contribution arrangements; and
- 1.3.17 Percentage of pay currently contributed under any added years arrangements.

1.4 Medical

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

1.5 Disciplinary

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

1.6 Further information

OFFICIAL-SENSITIVE COMMERCIAL

- 1.6.1 Information about specific adjustments that have been made for an individual under the Equality Act 2010;
- 1.6.2 Short term variations to attendance hours to accommodate a domestic situation;
- 1.6.3 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
- 1.6.4 Information about any current or expected maternity or other statutory leave or other absence from work.

PART B

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

- 1.7.1 Employee's full name;
- 1.7.2 Date of Birth
- 1.7.3 Home address;
- 1.7.4 Bank/building society account details for payroll purposes Tax Code.

PART 2 – STAFF TRANSFER ARRANGEMENTS ON EXIT

1 Definitions

1.1 In this Schedule 21 Part 2, save where otherwise provided, words and terms defined in Schedule 1 (Definitions) or Schedule 21 Part 1 of the Contract shall have the meaning ascribed to them in Schedule 1 (Definitions) or Schedule 21 Part 1 of the Contract.

1.2 Without prejudice to Schedule 1 (Definitions) of the Contract or Schedule 21, Part 1, in this Schedule 21 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):

- (i) 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;
- (ii) 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 21 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;

OFFICIAL-SENSITIVE COMMERCIAL

- (iii) 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;
- (iv) 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;
- (v) inform the Authority of any changes to the information provided under paragraph 2.1.1(i) or 2.1.1(ii) 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:

- (i) ensure that Employee Liability Information and such information listed in Part A of Appendix 2 of Part 2 of this Schedule 21 (Personnel Information) relating to the Subsequent Transferring Employees is provided to the Authority and/or any New Provider;
- (ii) 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;
- (iii) 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 21 (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 21 in respect of Subsequent Transferring Employees.

2.1.5 Paragraphs 2.1.1 and 2.1.2 of this Schedule 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 2.1.5, 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

OFFICIAL-SENSITIVE COMMERCIAL

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:

- (i) 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
- (ii) 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
- (iii) 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
- (iv) 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 21 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 21 Part 2 request from the Contractor any of the information in sections 1.1 to 1.4 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:

- (i) 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

- (ii) 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:

- (i) 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
- (ii) 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(iii)(C), serve notice to terminate the Unexpected Subsequent Transferring Employee's employment in accordance with his contract of employment; and
- (iii) 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:
 - (A) 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(ii);
 - (B) any liabilities acquired by virtue of the Transfer Regulations in relation to the Unexpected Subsequent Transferring Employee;
 - (C) 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:

- 1) to a failure by the Authority or a New Provider to act reasonably to mitigate the costs of dismissing such person);
 - 2) directly or indirectly to the procedure followed by the Authority or a New Provider in dismissing the Unexpected Transferee; or
 - 3) to the acts/omissions of the Authority or a New Provider not wholly connected to the dismissal of that person;
- (D) 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);
- (E) 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
- (F) 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(iii) 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:
- (i) 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;

- (ii) 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 21 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.

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

- 1 Pursuant to paragraph 2.1.1(ii) of Part 2 of this Schedule 21, the following information will be provided:
 - 1.1 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;
 - 1.2 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;
 - 1.3 The preceding 12 months total pay costs – (Pay, benefits employee/employer ERNIC and Overtime);
 - 1.4 Total redundancy liability including any enhanced contractual payments;
- 2 In respect of those employees included in the total at 1.1, the following information:
 - 2.1 Age (not date of Birth);
 - 2.2 Employment Status (i.e. Fixed Term, Casual, Permanent);
 - 2.3 Length of current period of continuous employment (in years, months) and notice entitlement;
 - 2.4 Weekly conditioned hours of attendance (gross);
 - 2.5 Standard Annual Holiday Entitlement (not "in year" holiday entitlement that may contain carry over or deficit from previous leave years);
 - 2.6 Pension Scheme Membership;
 - 2.7 Pension and redundancy liability information;
 - 2.8 Annual Salary;
 - 2.9 Details of any regular overtime commitments (these may be weekly, monthly or annual commitments for which staff may receive an overtime payment);
 - 2.10 Details of attendance patterns that attract enhanced rates of pay or allowances;
 - 2.11 Regular/recurring allowances;
 - 2.12 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

OFFICIAL-SENSITIVE COMMERCIAL

employment terms and conditions applicable to those employees identified at paragraph 1.1 of this Appendix 1.

Appendix 2

PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS CONTRACT

PART A

- 1 Pursuant to paragraph 2.1.2 of this Schedule 21, 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

- 1.1.1 Age;
- 1.1.2 Security Vetting Clearance;
- 1.1.3 Job title;
- 1.1.4 Work location;
- 1.1.5 Conditioned hours of work;
- 1.1.6 Employment Status;
- 1.1.7 Details of training and operating licensing required for Statutory and Health and Safety reasons;
- 1.1.8 Details of training or sponsorship commitments;
- 1.1.9 Standard Annual leave entitlement and current leave year entitlement and record;
- 1.1.10 Annual leave reckonable service date;
- 1.1.11 Details of disciplinary or grievance proceedings taken by or against transferring employees in the last two years;
- 1.1.12 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;
- 1.1.13 Issue of Uniform/Protective Clothing;
- 1.1.14 Working Time Directive opt-out forms; and
- 1.1.15 Date from which the latest period of continuous employment began.

1.2 Superannuation and Pay

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

- 1.2.2 Annual salary and rates of pay band/grade;
- 1.2.3 Shifts, unsociable hours or other premium rates of pay;
- 1.2.4 Overtime history for the preceding twelve-month period;
- 1.2.5 Allowances and bonuses for the preceding twelve-month period;
- 1.2.6 Details of outstanding loan, advances on salary or debts;
- 1.2.7 Pension Scheme Membership;
- 1.2.8 For pension purposes, the notional reckonable service date;
- 1.2.9 Pensionable pay history for three years to date of transfer;
- 1.2.10 Percentage of any pay currently contributed under additional voluntary contribution arrangements; and
- 1.2.11 Percentage of pay currently contributed under any added years arrangements.

1.3 Medical

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

1.4 Disciplinary

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

1.5 Further information

- 1.5.1 Information about specific adjustments that have been made for an individual under the Equality Act 2010;
- 1.5.2 Short term variations to attendance hours to accommodate a domestic situation;
- 1.5.3 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
- 1.5.4 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:

- 1.6.1 Employee's full name;
- 1.6.2 Date of Birth
- 1.6.3 Home address;
- 1.6.4 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
 - (i) The current year's Performance Appraisal;
 - (ii) Current year's training plan (if it exists); and
 - (iii) Performance Pay Recommendations (PPR) forms completed in the current reporting year, or where relevant, any bonus entitlements;
- 1.7.2 Superannuation and Pay
 - (iv) Cumulative pay for tax and pension purposes;
 - (v) Cumulative tax paid;
 - (vi) National Insurance Number;
 - (vii) National Insurance contribution rate;
- 1.7.3 Other payments or deductions being made for statutory reasons;
- 1.7.4 Any other voluntary deductions from pay;

Schedule 22

Outcomes and Open Book Data and Audit Reports

Part 1

1 Intended Outcomes

- 1.1 The Contractor acknowledges that the provisions of this Schedule are:
- 1.1.1 in addition to any audit rights or other rights of the Authority to receive information from the Contractor; and
 - 1.1.2 are designed (inter alia) to facilitate, and the Contractor shall co-operate with the Authority in order to achieve, the outcomes including enabling:
 - (i) the Authority to understand any payment sought from it by the Contractor including an analysis of the Costs, and time spent by Contractor Personnel in providing the Contractor Deliverables;
 - (ii) both Parties to understand the Cost forecasts and to have confidence that these are based on justifiable numbers and appropriate forecasting techniques;
 - (iii) both Parties to be able to review, address issues with and re-forecast progress in relation to the provision of the Contractor Deliverables;
 - (iv) both Parties to challenge each other with ideas for efficiency and improvements; and
 - (v) the Authority to demonstrate that it is achieving value for money for the tax payer relative to current market prices.

Part 2

1 Open Book Data

- 1.1 The Contractor acknowledges the Authority's need for complete transparency in the way in which the Contract Price, Firm Price, Fixed Price, Core Contractor Deliverables Payment, Core Contractor Deliverables Firm Price, Core Contractor Deliverables Fixed Price, Option Firm Price, Option Fixed Price, Option Payment, Core Contractor Deliverables Adjustment Firm Price, Core Contractor Deliverables Adjustment Fixed Price, Option Adjustment Firm Price and Option Adjustment Fixed Price are calculated.
- 1.2 During the Contract Period, and for a period of eighteen (18) months following the end of the Contract Period, the Contractor shall:
- 1.2.1 maintain and retain the Open Book Data; and
 - 1.2.2 disclose and allow the Authority and/or the Audit Agents access to the Open Book Data.

Part 3

1 Access to Open Book Data

- 1.1 During the Contract Period, and for a period of eighteen (18) months following the end of the Contract Period, the Contractor shall make available the financial representative at reasonable times and on reasonable notice to answer any queries that the Authority may have on any of the Open Book Data.
- 1.2 If the Contractor becomes aware of the occurrence, or the likelihood of the future occurrence, of an event which will or may have a material effect on the following:
- 1.2.1 the Costs incurred (or those forecast to be incurred) by the Contractor; and/or
- 1.2.2 the Contract Price for the remainder of the Contract Period,

the Contractor shall, as soon as practicable, notify the Authority in writing of the event in question detailing the actual or anticipated effect. (For the avoidance of doubt, notifications provided in accordance with this paragraph 1.2.2 shall not have the effect of amending any provisions of this Contract).

Part 4

1 Audit Rights

- 1.1 The Authority, acting by itself or through its Audit Agents, shall have the right during the Contract Period and for a period of eighteen (18) months thereafter, to assess compliance by the Contractor of the Contractor's obligations under this Contract, including for the following purposes:
- 1.1.1 to verify the accuracy of the Contract Price and any other amounts payable by the Authority under this Contract (and proposed or actual variations to such Contract Price and payments);
- 1.1.2 to verify the Costs (including the amounts paid to all Sub-Contractors);
- 1.1.3 to verify the Open Book Data;
- 1.1.4 to identify or investigate actual or suspected fraud, impropriety or accounting mistakes or any breach or threatened breach of security (and in these circumstances the Authority shall have no obligation to inform the Contractor of the purpose or objective of its investigations);
- 1.1.5 to the extent permitted by law, to identify or investigate any circumstances which may impact upon the financial stability of the Contractor, and/or any Sub-Contractors or their ability to perform the Contractor Deliverables;
- 1.1.6 to obtain such information as is necessary to fulfil the Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
- 1.1.7 to review any books of account and the internal contract management accounts kept by the Contractor in connection with this Contract;

- 1.1.8 to carry out the Authority's internal and statutory audits and to prepare, examine and/or certify the Authority's annual and interim reports and accounts;
 - 1.1.9 to enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
 - 1.1.10 to verify the accuracy and completeness of any management information delivered or required by this Agreement;
 - 1.1.11 to review any Monthly Performance Report (as more particularly referred to in Schedule 15 (Governance and Management) and/or other records relating to the Contractor's performance of the Contractor Deliverables, including but not limited to evidence of Authority approvals related to Contractor Performance, and to verify that these reflect the Contractor's own internal reports and records; and
 - 1.1.12 to review the integrity, confidentiality and security of the Authority Data.
- 1.2 Nothing in this Contract shall prevent or restrict the rights of the Comptroller and/or Auditor General and/or their representatives from carrying out an audit, examination or investigation of the Contractor for the purposes of and pursuant to applicable Legislation.
- 2 Conduct of Audits**
- 2.1 The Authority shall during each audit comply with those security, sites, systems and facilities operating procedures of the Contractor that the Authority deems reasonable and use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Contractor Deliverables.
- 2.2 Subject to the Authority's obligations of confidentiality as set out in Condition 13 (Disclosure of Information), the Contractor shall, on demand, provide the Authority and the Audit Agents with all reasonable cooperation and assistance (and shall procure such co-operation and assistance from its Sub-Contractors) in relation to each audit, including:
- 2.2.1 all information requested by the Authority within the permitted scope of the audit;
 - 2.2.2 reasonable access to any Contractor's Premises and to any equipment used (whether exclusively or non-exclusively) in the performance of the Contractor Deliverables;
 - 2.2.3 access to the Contractor System; and
 - 2.2.4 access to Contractor Personnel.
- 2.3 The Contractor shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Contractor's performance of the Contractor Deliverables against the applicable performance indicators (as more particularly referred to in Schedule 14 (Incentivisation) at a level of detail sufficient to verify compliance with the performance indicators.

- 2.4 The Authority shall seek to (but is not obliged to) provide fifteen (15) Business Days' notice of its intention to conduct an audit.
- 2.5 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this paragraph 2, unless the audit identifies any material inaccuracy and/or a number of lesser inaccuracies by the Contractor in which case the Contractor shall reimburse the Authority for all the Authority's reasonable costs incurred in connection with the audit.

3 Response to Audits

- 3.1 If an audit undertaken pursuant to this Schedule 22 (Open Book Data and Audit Rights) identifies that:
- 3.1.1 the Contractor has committed a Default, the Authority may (without prejudice to any rights and remedies the Authority may have) require the Contractor to:
- (i) correct such Default as soon as reasonably practicable; and/or
 - (ii) where the Default is a Contractor Default of the kind referred to in Clause 69.3 (Termination for Contractor Default) to comply with the provisions of Clauses 69.3 to 69.6 (Rectification);
- 3.1.2 there is an error in any Open Book Data, the Contractor shall (without prejudice to any other input of the Authority under this Contract) promptly rectify the error;
- 3.1.3 the Authority has overpaid the whole or part of the Contract Price, the Contractor shall pay to the Authority:
- (i) the amount overpaid;
 - (ii) interest on the amount overpaid at the Prescribed Rate; and
 - (iii) the reasonable costs incurred by the Authority in undertaking the audit, (provided always that the Authority may exercise its right to deduct such amount from the Contract Price if it prefers); and
- 3.1.4 the Authority has underpaid the whole or part of the Contract Price, the Contractor shall not be entitled to increase the Contract Price paid or payable by the Authority.

Schedule 23

Security Conditions

Purpose

1. This document provides guidance for Contractors where classified material provided to or generated by the Contractor is graded UK OFFICIAL or UK OFFICIAL-SENSITIVE. Where the measures requested below cannot be achieved or are not fully understood, further advice should be sought from the UK Designated Security Authority (Email: COO-DSR-IIPCSy@mod.gov.uk).

Definitions

2. The term "*Authority*" for the purposes of this Annex means the HMG Contracting Authority.
3. The term "*Classified Material*" for the purposes of this Annex means classified information and assets.

Security Grading

4. The SENSITIVE caveat is used to denote UK OFFICIAL material that is of a particular sensitivity and where there is a need to reinforce the 'need to know'. The Security Aspects Letter (set out at Appendix 1 to this Schedule 23 (Security Conditions)), issued by the Authority shall define the UK OFFICIAL-SENSITIVE material that is provided to the Contractor, or which is to be developed by it, under this Contract. The Contractor shall mark all UK OFFICIAL and UK OFFICIAL-SENSITIVE documents which it originates or copies during the Contract with the applicable security grading.

Security Conditions

5. The Contractor shall take all reasonable steps to adhere to the provisions specified in the Contract or listed in this Annex. The Contractor shall make sure that all individuals employed on any work in connection with the Contract have notice that these provisions apply to them and shall continue so to apply after the completion or earlier termination of the Contract. The Authority must state the data retention periods to allow the Contractor to produce a data management policy. If you are a Contractor located in the UK your attention is also drawn to the provisions of the Official Secrets Acts 1911 to 1989 in general, and to the provisions of Section 2 of the Official Secrets Act 1911 (as amended by the Act of 1989) in particular.

Protection of UK OFFICIAL and UK OFFICIAL-SENSITIVE Classified Material

6. The Contractor shall protect UK OFFICIAL and UK OFFICIAL-SENSITIVE material provided to or generated by it in accordance with the requirements detailed in this Security Condition and any other conditions that may be specified by the Authority. The Contractor shall take all reasonable steps to prevent the loss or compromise of classified material whether accidentally or from deliberate or opportunist attack.

7. Once the Contract has been awarded, where Contractors are required to store or process UK MOD classified information electronically, they are required to register the IT system onto the Defence Assurance Risk Tool (DART). Details on the registration process can be found in the 'Industry Security Notices (ISN)' on Gov.UK website. ISNs 2017/01, 04 and 06, Defence Condition 658 and Defence Standard 05-138 details the DART registration, IT

OFFICIAL-SENSITIVE COMMERCIAL

security accreditation processes, risk assessment/management and Cyber security requirements which can be found in the following links:

<https://www.gov.uk/government/publications/industry-security-notices-isns>.
<http://dstan.gateway.isg-r.r.mil.uk/standards/defstans/05/138/000002000.pdf>
<https://www.gov.uk/government/publications/defence-condition-658-cyber-flow-down>

8. All UK classified material including documents, media and other assets must be physically secured to prevent unauthorised access. When not in use UK OFFICIAL and UK OFFICIAL-SENSITIVE material shall be handled with care to prevent loss or inappropriate access. As a minimum UK OFFICIAL-SENSITIVE material shall be stored under lock and key and shall be placed in a lockable room, cabinets, drawers or safe and the keys/combinations shall be subject to a level of control.

9. Disclosure of UK OFFICIAL and UK OFFICIAL-SENSITIVE material must be strictly controlled in accordance with the *"need to know"* principle. Except with the written consent of the Authority, the Contractor shall not disclose the Contract or any provision thereof to any person other than to a person directly employed by the Contractor or sub-Contractor.

10. Except with the consent in writing of the Authority the Contractor shall not make use of the Contract or any information issued or provided by or on behalf of the Authority otherwise than for the purpose of the Contract, and, same as provided for in paragraph 8 above, the Contractor shall not make use of any article or part thereof similar to the articles for any other purpose.

11. Subject to any intellectual property rights of third parties, nothing in this Security Condition shall restrict the Contractor from using any specifications, plans, drawings and other documents generated outside of this Contract.

12. Any samples, patterns, specifications, plans, drawings or any other documents issued by or on behalf of the Authority for the purposes of the Contract remain the property of the Authority and must be returned on completion of the Contract or, if directed by the Authority, destroyed in accordance with paragraph 34.

Access

13. Access to UK OFFICIAL and UK OFFICIAL-SENSITIVE material shall be confined to those individuals who have a *"need-to-know"*, have been made aware of the requirement to protect the information and whose access is essential for the purpose of their duties.

14. The Contractor shall ensure that all individuals requiring access to UK OFFICIAL-SENSITIVE information have undergone basic recruitment checks. This should include establishing proof of identity; confirming that they satisfy all legal requirements for employment by the Contractor; and verification of their employment record. Criminal record checks should also be undertaken where permissible under national/local laws and regulations. This is in keeping with the core principles set out in the UK Government (HMG) Baseline Personnel Security Standard (BPSS) which can be found at:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/714002/HMG_Baseline_Personnel_Security_Standard_-_May_2018.pdf

Hard Copy Distribution

15. UK OFFICIAL and UK OFFICIAL-SENSITIVE documents may be distributed, both within and outside Contractor premises in such a way as to make sure that no unauthorised person has access. It may be sent by ordinary post in a single envelope. The words UK OFFICIAL or UK OFFICIAL-SENSITIVE must not appear on the envelope. The envelope must bear a stamp or marking that clearly indicates the full address of the office from which it was sent. Commercial Couriers may be used.

16. Advice on the distribution of UK OFFICIAL-SENSITIVE documents abroad or any other general advice including the distribution of UK OFFICIAL-SENSITIVE shall be sought from the Authority.

Electronic Communication and Telephony and Facsimile Services

17. UK OFFICIAL information may be emailed unencrypted over the internet. UK OFFICIAL-SENSITIVE information shall normally only be transmitted over the internet encrypted using either a National Cyber Security Centre (NCSC) Commercial Product Assurance (CPA) cryptographic product or a UK MOD approved cryptographic technique such as Transmission Layer Security (TLS). In the case of TLS both the sender and recipient organisations must have TLS enabled. Details of the required TLS implementation are available at:

<https://www.ncsc.gov.uk/guidance/tls-external-facing-services>

Details of the CPA scheme are available at:

<https://www.ncsc.gov.uk/scheme/commercial-product-assurance-cpa>

18. Exceptionally, in urgent cases UK OFFICIAL-SENSITIVE information may be emailed unencrypted over the internet where there is a strong business need to do so, but only with the prior approval of the Authority. However, it shall only be sent when it is known that the recipient has been made aware of and can comply with the requirements of these Security Conditions and subject to any explicit limitations that the Authority require. Such limitations including any regarding publication, further circulation or other handling instructions shall be clearly identified in the email sent with the material.

19. UK OFFICIAL information may be discussed on fixed and mobile telephones with persons located both within the country of the Contractor and overseas. UK OFFICIAL-SENSITIVE information may be discussed on fixed and mobile telephones only where there is a strong business need to do so and only with the prior approval of the Authority.

20. UK OFFICIAL information may be faxed to recipients located both within the country of the Contractor and overseas, however UK OFFICIAL-SENSITIVE information may be transmitted only where there is a strong business case to do so and only with the prior approval of the Authority.

Use of Information Systems

21. The detailed functions that must be provided by an IT system to satisfy the minimum requirements cannot all be described here in specific detail; it is for the implementers to identify possible means of attack and ensure proportionate security mitigations are applied to prevent a successful attack.

22. The Contractor should ensure **10 Steps to Cyber Security** (Link below) is applied in a proportionate manner for each IT and communications system storing, processing or generating UK OFFICIAL or UK OFFICIAL-SENSITIVE information. The Contractor should ensure competent personnel apply 10 Steps to Cyber Security.

<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>.

23. As a general rule, any communication path between an unauthorised user and the data can be used to carry out an attack on the system or be used to compromise or ex-filtrate data.

24. Within the framework of the 10 Steps to Cyber Security, the following describes the minimum security requirements for processing and accessing UK OFFICIAL-SENSITIVE information on IT systems.

a. Access. Physical access to all hardware elements of the IT system is to be strictly controlled. The principle of “*least privilege*” will be applied to System Administrators. Users of the IT System (Administrators) should not conduct ‘standard’ User functions using their privileged accounts.

b. Identification and Authentication (ID&A). All systems are to have the following functionality:

- (1). Up-to-date lists of authorised users.
- (2). Positive identification of all users at the start of each processing session.

c. Passwords. Passwords are part of most ID&A security measures. Passwords are to be “*strong*” using an appropriate method to achieve this, e.g. including numeric and “*special*” characters (if permitted by the system) as well as alphabetic characters.

d. Internal Access Control. All systems are to have internal Access Controls to prevent unauthorised users from accessing or modifying the data.

e. Data Transmission. Unless the Authority authorises otherwise, UK OFFICIAL-SENSITIVE information may only be transmitted or accessed electronically (e.g. point to point computer links) via a public network like the Internet, using a CPA product or equivalent as described in paragraph 16 above.

f. Security Accounting and Audit. Security relevant events fall into two categories, namely legitimate events and violations.

(1). The following events shall always be recorded:

- (a) All log on attempts whether successful or failed,
- (b) Log off (including time out where applicable),
- (c) The creation, deletion or alteration of access rights and privileges,
- (d) The creation, deletion or alteration of passwords.

(2). For each of the events listed above, the following information is to be recorded:

- (a) Type of event,
- (b) User ID,
- (c) Date & Time,
- (d) Device ID.

The accounting records are to have a facility to provide the System Manager with a hard copy of all or selected activity. There also must be a facility for the records to be printed in an easily readable form. All security records are to be inaccessible to users without a need to know. If the operating system is unable to provide this then the equipment must be protected by physical means when not in use i.e. locked away or the hard drive removed and locked away.

g. Integrity & Availability. The following supporting measures are to be implemented:

- (1). Provide general protection against normally foreseeable accidents/mishaps and known recurrent problems (e.g. viruses and power supply variations),
- (2). Defined Business Contingency Plan,
- (3). Data backup with local storage,
- (4). Anti-Virus Software (Implementation, with updates, of an acceptable industry standard Anti-virus software),
- (5). Operating systems, applications and firmware should be supported,
- (6). Patching of Operating Systems and Applications used are to be in line with the manufacturers recommended schedule. If patches cannot be applied an understanding of the resulting risk will be documented.

h. Logon Banners. Wherever possible, a “*Logon Banner*” will be provided to summarise the requirements for access to a system which may be needed to institute legal action in case of any breach occurring. A suggested format for the text (depending on national legal requirements) could be:

“Unauthorised access to this computer system may constitute a criminal offence”

i. Unattended Terminals. Users are to be automatically logged off the system if their terminals have been inactive for some predetermined period of time, or systems must activate a password protected screen saver after 15 minutes of inactivity, to prevent an attacker making use of an unattended terminal.

j. Internet Connections. Computer systems must not be connected direct to the Internet or “*un-trusted*” systems unless protected by a firewall (a software based personal firewall is the minimum but risk assessment and management must be used to identify whether this is sufficient).

k. Disposal. Before IT storage media (e.g. disks) are disposed of, an erasure product must be used to overwrite the data. This is a more thorough process than deletion of files, which does not remove the data.

Laptops

25. Laptops holding any UK OFFICIAL-SENSITIVE information shall be encrypted using a CPA product or equivalent as described in paragraph 17 above.

26. Unencrypted laptops and drives containing personal data are not to be taken outside of secure sites⁶. For the avoidance of doubt the term “*drives*” includes all removable, recordable media e.g. memory sticks, compact flash, recordable optical media (CDs and DVDs), floppy discs and external hard drives.

27. Any token, touch memory device or password(s) associated with the encryption package is to be kept separate from the machine whenever the machine is not in use, left unattended or in transit.

28. Portable CIS devices holding the Authorities’ data are not to be left unattended in any public location. They are not to be left unattended in any motor vehicles either in view or in the boot or luggage compartment at any time. When the vehicle is being driven the CIS is to be

⁶ Secure Sites are defined as either Government premises or a secured office on the contractor premises.

secured out of sight in the glove compartment, boot or luggage compartment as appropriate to deter opportunist theft.

Loss and Incident Reporting

29. The Contractor shall immediately report any loss or otherwise compromise of any OFFICIAL or OFFICIAL-SENSITIVE material to the Authority. In addition any loss or otherwise compromise of any UK MOD owned, processed or UK MOD Contractor generated UK OFFICIAL or UK OFFICIAL-SENSITIVE material is to be immediately reported to the UK MOD Defence Industry Warning, Advice and Reporting Point (WARP). This will assist the MOD in formulating a formal information security reporting process and the management of any associated risks, impact analysis and upward reporting to the UK MOD's Chief Information Officer (CIO) and, as appropriate, the Contractor concerned. The UK MOD WARP will also advise the Contractor what further action is required to be undertaken.

WARP Contact Details

Email: DefenceWARP@mod.gov.uk (OFFICIAL with no NTK restrictions)

RLI Email: defencewarp@modnet.rli.uk (MULTIUSER)

Telephone (Office hours): +44 (0) 30 6770 2185

Mail: Defence Industry WARP, DE&S PSyA Office
MOD Abbey Wood, NH2 Poplar-1 #2004, Bristol, BS34 8JH

30. Reporting instructions for any security incidents involving MOD classified material can be found in Industry Security Notice 2017/03 as may be subsequently updated at:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/651683/ISN_2017-03 - Reporting of Security Incidents.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/651683/ISN_2017-03_-_Reporting_of_Security_Incidents.pdf)

Sub-Contracts

31. Where the Contractor wishes to sub-contract any elements of a Contract to sub-Contractors within its own country or to Contractors located in the UK such sub-contracts will be notified to the Contracting Authority. The Contractor shall ensure that these Security Conditions are incorporated within the sub-contract document.

32. The prior approval of the Authority shall be obtained should the Contractor wish to sub-contract any UK OFFICIAL-SENSITIVE elements of the Contract to a sub-Contractor facility located in another (third party) country. The first page of Appendix 5 (MOD Form 1686 (F1686) of the GovS 007 Security Contractual Process chapter is to be used for seeking such approval. The MOD Form 1686 can be found at Appendix 5 at:

[https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/710891/2018 May Contractual process.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/710891/2018_May_Contractual_process.pdf)

33. If the sub-contract is approved, the Contractor will flow down the Security Conditions in line with paragraph 31 above to the sub-Contractor. Contractors located overseas may seek further advice and/or assistance from the Authority with regards the completion of F1686.

Publicity Material

34. Contractors wishing to release any publicity material or display assets that arises from a Contract to which these Security Conditions apply must seek the prior approval of the Authority. Publicity material includes open publication in the Contractor's publicity literature or website or through the media; displays at exhibitions in any country; lectures or symposia;

scientific or technical papers, or any other occasion where members of the general public may have access to the information even if organised or sponsored by the UK Government

Physical Destruction

35. As soon as no longer required, UK OFFICIAL and UK OFFICIAL-SENSITIVE material shall be destroyed in such a way as to make reconstitution very difficult or impossible, for example, by burning, shredding or tearing into small pieces. Advice shall be sought from the Authority when information/material cannot be destroyed or, unless already authorised by the Authority, when its retention is considered by the Contractor to be necessary or desirable. Unwanted UK OFFICIAL-SENSITIVE information/material which cannot be destroyed in such a way shall be returned to the Authority.

Interpretation/Guidance

36. Advice regarding the interpretation of the above requirements should be sought from the Authority.

37. Further requirements, advice and guidance for the protection of UK classified information at the level of UK OFFICIAL-SENSITIVE may be found in Industry Security Notices at:

<https://www.gov.uk/government/publications/industry-security-notices-isns>

Audit

38. Where considered necessary by the Authority the Contractor shall provide evidence of compliance with this Security Condition and/or permit the inspection of the Contractors processes and facilities by representatives of the Contractors' National/Designated Security Authorities or the Authority to ensure compliance with these requirements.

Appendix 1
Security Aspects Letter



Strategic Command
Defence Digital

Telephone: +44 (0)300 151 1412
E-mail: UKStratComDD-IES-BC-SecArch3-C@mod.gov.uk
Date: 01 September 2022

For the attention of:

(Name of company's approved
recipient including full address)

ITN/CONTRACT NUMBER & TITLE: 712620450 - TacSys Resource Partner (TRP)

1. On behalf of the Secretary of State for Defence, I hereby give you notice of the information or assets connected with, or arising from, the referenced ITT that constitute classified material.
2. Aspects that constitute OFFICIAL-SENSITIVE for the purpose of DEFCON 660 are specified below. These aspects must be fully safeguarded. The enclosed Security Condition [Annex C – UK Official and Official-Sensitive Contractual Security Conditions] outlines the minimum measures required to safeguard OFFICIAL-SENSITIVE assets and information.

ASPECTS	CLASSIFICATION
All ITT documentation	OFFICIAL unless marked otherwise
Existence of project	Unclassified
Operational and Deployment Concepts	OFFICIAL SENSITIVE
Association with other systems (proposed or existing)	OFFICIAL SENSITIVE
Verbal Briefings and Workshops at a technical level	OFFICIAL SENSITIVE (note. Some aspects may be secret)

3. Your attention is drawn to the provisions of the Official Secrets Act 1911-1989 in general, and specifically to the provisions of Section 2 of the Official Secrets Act 1911 (as amended by the Act of 1989). In particular you should take all reasonable steps to make sure that all individuals employed on any work in connection with this ITT have notice of the above specified aspects and that the aforementioned statutory provisions apply to them and will continue to apply should the ITT be unsuccessful.

4. Will you please confirm that:

OFFICIAL SENSITIVE – COMMERCIAL

a. This definition of the classified aspects of the referenced Invitation to Tender has been brought to the attention of the person directly responsible for security of classified material.

b. The definition is fully understood.

c. Measures can, and will, be taken to safeguard the classified aspects identified herein in accordance with applicable national laws and regulations. The requirement and obligations set out above and in any contractual document can and will be met and that the classified information shall be protected in accordance with applicable national laws and regulations.

d. All employees of the company who will have access to classified information have either signed the OSA Declaration Form in duplicate and one copy is retained by the Company Security Officer or have otherwise been informed that the provisions of the OSA apply to all classified information and assets associated with this ITT.

5. If you have any difficulty either in interpreting this definition of the classified aspects or in safeguarding them, will you please let me know immediately.

6. Classified Information associated with this ITT must not be published or communicated to anyone without the approval of the MOD Contracting Authority.

7. Any access to classified information or assets on MOD premises that may be needed will be subject to MOD security regulations under the direction of the MOD Project Officer in accordance with DEFCON 76.

Yours faithfully

Kevin Hampton

Copy via email to:

[ISAC-Group \(MULTIUSER\)](#)

[COO-DSR-IIPCSy \(MULTIUSER\)](#)

[UKStratComDD-CyDR-CySAAS-021](#)

Schedule 24

ITAR NDA

ANNEX E - ITAR COMPANY SUB-LICENSEE NON-DISCLOSURE AGREEMENT

For new eAgreement or Re-baseline: DDTC CASE NO: To Be Assigned by DDTC
For eAmendment: DDTC CASE NO: Amendment NO. X to TA (MA) 05XXXXXXX (TA/MA
XXXX-YY)

§124.8 (1). This agreement shall not enter into force, and shall not be amended or extended without the prior written approval of the Department of State of the US Government.

§124.8 (2). This agreement is subject to all United States laws and regulations relating to exports and to all administrative acts of the US Government pursuant to such laws and regulations.

§124.8 (3). The parties to this agreement agree that the obligations contained in this agreement shall not affect the performance of any obligations created by prior contracts or subcontracts which the parties may have individually or collectively with the US Government.

§124.8 (4). No liability will be incurred by or attributed to the US Government in connection with any possible infringement of privately-owned patent or proprietary rights, either domestic or foreign, by reason of the US Government's approval of this agreement.

§124.8 (5). The technical data or defence service exported from the United States in furtherance of this agreement and any defence article which may be produced or manufactured from such technical data or defence service may not be transferred to a foreign person except pursuant to §124.16 and §126.18, as specifically authorized in this agreement, or where prior written approval of the Department of State has been obtained.

§124.8 (6). All provisions in this agreement which refer to the United States Government and the Department of State will remain binding on the parties after the termination of the agreement.

For sub-licensees on MLAs, add the following:

§124.9(a)(1). No export, sale, transfer or other disposition of the licensed article is authorized to any country outside the territory wherein manufacture or sale is herein licensed without the prior written approval of the US Government unless otherwise exempted by the US Government. Sales or other transfers of the licensed article shall be limited to governments of countries wherein manufacture or sale is hereby licensed and to private entities seeking to procure the licensed article pursuant to a contract with any such government unless the prior written approval of the US Government is obtained.

§124.9(a)(2). It is agreed that sales by licensee or its sub-licensees under contract made through the US Government will not include either charges for patent rights in which the US Government holds a royalty-free license, or charges for data which the US Government has a right to use and disclose to others, which are in the public domain, or which the US Government has acquired or is entitled to acquire without restrictions upon their use and disclosure to others.

§124.9(a)(3). If the US Government is obligated or becomes obligated to pay to the licensor royalties, fees, or other charges for the use of technical data or patents which are involved in

OFFICIAL SENSITIVE – COMMERCIAL

the manufacture, use, or sale of any licensed article, any royalties, fees or other charges in connection with purchases of such licensed article from licensee or its sub-licensees with funds derived through the US Government may not exceed the total amount the US Government would have been obligated to pay the licensor directly.

§124.9(a)(4). If the US Government has made financial or other contributions to the design and development of any licensed article, any charges for technical assistance or know-how relating to the item in connection with purchases of such articles from licensee or sub-licensees with funds derived through the US Government must be proportionately reduced to reflect the US Government contributions, and subject to the provisions of paragraphs (a)(2) and (3) of this section, no other royalties, or fees or other charges may be assessed against US Government funded purchases of such articles. However, charges may be made for reasonable reproduction, handling, mailing, or similar administrative costs incident to the furnishing of such data.

§124.9(a)(5). The parties to this agreement agree that an annual report of sales or other transfer pursuant to this agreement of the licensed articles, by quantity, type, US dollar value, and purchaser or recipient, shall be provided by (applicant or licensee) to the Department of State.

§124.9(a)(6). (Licensee) agrees to incorporate the following statement as an integral provision of a contract, invoice, or other appropriate document whenever the licensed articles are sold or otherwise transferred:

These commodities are authorized for export by the US Government only to (state the country of ultimate destination or approved sales territory. Do not use collective terminology). They may not be resold, diverted, transferred, transhipped, or otherwise be disposed of in any other country, either in their original form or after being incorporated through an intermediate process into other end-items, without the prior written approval of the US Department of State.

For sub-licensees on MLAs involving the Manufacture of SME, add the following:

§124.9(b)(1). A completed Non-transfer and use Certificate (DSP-83) must be executed by the foreign end-user and submitted to the Department of State of the United States before any transfer may take place.

§124.9(b)(2). The prior written approval of the US Government must be obtained before entering into a commitment for the transfer of the licensed article by sale or otherwise to any person or government outside of the approved sales territory.

For sub-licensees with Contract Employees, add the following:

‘Contract employees to any party to the agreement hired through a staffing agency or other contract employee provider shall be treated as employees of the party, and that party is legally responsible for the employees’ actions with regard to transfer of ITAR controlled defence articles to include technical data, and defence services.

Signature Block of Foreign Party:
Date:

Signature Block of Participating Company:
(Foreign Signatory)
Date:

Schedule 25

Contractor Proposals

Schedule 225 (Contractor Proposals) includes the listed documents submitted at Invitation to Submit Final Tender:

TRP_712620450_20230810_2.1.1_Contract Programme Requirements_OSC

TRP_712620450_20230810_2.1.2_Staff Induction Process_OSC

TRP_712620450_20230810_2.1.3_Key Roles - Key Personnel_OSC

TRP_712620450_20230810_2.1.4_Collaborative Working_OSC

TRP_712620450_20230810_2.1.5_Business Continuity_OSC

TRP_712620450_20230810_2.1.6_Security Management Plan_OSC

TRP_712620450_20230810_2.1.7_Quality Management_OSC

TRP_712620450_20230810_2.1.8_Information Management_OSC

TRP_712620450_20230810_Relationship Management - ISO 44001
Certification_OSC

TRP_712620450_20230810_2.1.9_Relationship Management_OSC

TRP_712620450_20230810_2.1.10_Joint Relationship Management
Plan_OSC

TRP_712620450_20230810_2.1.13_Risk Management Strategy_OSC

TRP_712620450_20230810_2.1.14_Primary Lines of Communication_OSC

TRP_712620450_20230810_2.1.16_Governance Reporting_OSC

TRP_712620450_20230810_2.1.21_Dispute Resolution Process_OSC

TRP_712620450_20230810_2.1.22_Conflict of Interest Regime_OSC

TRP_712620450_20230810_2.1.23_Tasking Form Process_OSC

TRP_712620450_20230810_2.1.24_KPI Requirements_OSC

TRP_712620450_20230810_2.1.25_Exit Management Plan_OSC

TRP_712620450_20230810_2.2.1_TRP Core Function - PMO Work
Package_OSC

TRP_712620450_20230810_2.2.2_TRP Core Function - Approvals Work
Package_OSC

TRP_712620450_20230810_2.2.3_TRP Core Function - PSO Work
Package_OSC

TRP_712620450_20230810_2.2.4_TRP Core Function - Safety and
Environmental Work Package_OSC

TRP_712620450_20230810_2.2.5_TRP Core Function - Engineering Core
Work Package_OSC

TRP_712620450_20230810_2.2.6_TRP Core Function - Engineering Work
Package_OSC

TRP_712620450_20230810_2.2.7_TRP Core Function - Cost Modelling and
Estimating Work Package_OSC

TRP_712620450_20230810_2.2.8_TRP Core Function - Fielding Work
Package_OSC

TRP_712620450_20230810_2.2.9_TRP Core Function - ILS Work
Package_OSC

TRP_712620450_20230810_2.2.10_TRP Core Function - Requirements
Work Package_OSC

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TRP_712620450_20230810_2.2.11_TRP Core Function - Stakeholder and Engagement Work Package_OSC
TRP_712620450_20230810_2.2.12_TRP Core Function - Security Work Package_OSC

TRP_712620450_20230810_2.2.13_TRP Work Package - MORPHEUS Project_OSC
TRP_712620450_20230810_2.2.14_TRP Work Package - BMA & Transition Partner_OSC
TRP_712620450_20230810_2.2.15_TRP Work Package - MORPHEUS Platform Integration_OSC
TRP_712620450_20230810_2.2.16_TRP Work Package - Test and Acceptance_OSC
TRP_712620450_20230810_2.2.17_TRP Work Package - Training_OSC
TRP_712620450_20230810_2.2.18_TRP Work Package - MORPHEUS Test and Reference Centre_OSC
TRP_712620450_20230810_2.2.19_TRP Work Package - Joint System Integration_OSC
TRP_712620450_20230810_2.2.20_TRP Work Package - OFI and MKMS_OSC
TRP_712620450_20230810_2.2.21_TRP Work Package - OFI and MUDTRaITS_OSC
TRP_712620450_20230810_2.2.21_TRP Work Package - SERAPH_OSC
TRP_712620450_20230810_2.2.22_TRP Work Package - Bearers_OSC
TRP_712620450_20230810_2.2.23_TRP Work Package - MMR_OSC
TRP_712620450_20230810_2.2.24_TRP Work Package - Dismounted Situational Awareness_OSC
TRP_712620450_20230810_2.2.25_TRP Work Package - AFV-Headset_OSC
TRP_712620450_20230810_2.2.26_TRP Work Package - Trinity_OSC
TRP_712620450_20230810_2.2.27_TRP Work Package - Falcon_OSC
TRP_712620450_20230810_2.2.28_TRP Work Package - NIOBE_OSC
TRP_712620450_20230810_2.2.29_TRP Work Package - DC3I_OSC
TRP_712620450_20230810_2.2.30_TRP Work Package - BCIP Sustain_OSC
TRP_712620450_20230810_2.2.31_TRP Work Package - Post Design Services_OSC
TRP_712620450_20230810_2.2.32_TRP Work Package - CWE & JPO Facility_OSC
TRP_712620450_20230810_2.2.33_TRP Work Package - Future Operating Model_OSC

TRP_712620450_20230810_2.3.1 _SQEP Provision - DDaT-CIS_OSC
TRP_712620450_20230810_2.3.2 _SQEP Provision - P3M_OSC
TRP_712620450_20230810_2.3.3 _SQEP Provision - Approvals_OSC
TRP_712620450_20230810_2.3.4 _SQEP Provision - Logistical Support including ILS_OSC
TRP_712620450_20230810_2.3.5 _SQEP Provision - Requirements Management_OSC
TRP_712620450_20230810_2.3.6 _SQEP Provision - Finance (Cost Modelling and Estimating) _OSC

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TRP_712620450_20230810_2.4.1_Social Value - Reducing Disability and Employment Gap_OSC

TRP_712620450_20230810_2.4.2_Social Value - Tackling Workforce Inequality_OSC

TRP_712620450_20230810_2.4.3_Social Value - Improve Health and Wellbeing_OSC

TRP_712620450_20230810_2.5.1_Security Aspects Letter (SAL)_OSC

TRP_712620450_20230810_2.5.2_Part 2 of Schedule 16 GFA Provisions_OSC

TRP_712620450_20230810_2.5.3_Risk Register_OSC

TRP_712620450_20230810_2.5.4_Master Data Assumption List_OSC